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AGREEMENT

BETWEEN

TOWN OF NEW WINDSOR

AND

PATROLMEN'S BENEVOLENT ASSOCIATION
OF NEW WINDSOR, NEW YORK, INC.

JANUARY 1, 2019 THROUGH DECEMBER 31, 2023

1/1/19 → 12/31/2023
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This agreement made this 3rd day of Jan, 2019, by and between the Town of New Windsor, Orange County, New York hereinafter referred to as the "Town," party of the first part and the Patrolmen's Benevolent Association of New Windsor, New York, Inc., hereinafter referred to as the "P.B.A.," party of the second part.

Article I

A. 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. P.B.A. - Shall mean the Patrolmen's Benevolent Association of New Windsor, New York, Inc.

3. Police Officer - Shall mean any full time member of the Police Force of the Town of New Windsor below the rank of Lieutenant.

4. Police Officer Assigned to School Building - Shall mean any full-time member of the Police Force of the Town of New Windsor below the rank of Sergeant assigned by the Chief of Police, or his designee, to a school building within the Town of New Windsor for the duration of a school year.

5. Length of Service - Shall mean the total amount of calendar time from the date a Police Officer began duty with the Town of New Windsor as a full time Police Officer, plus any prior service granted by reason of prior employment as a Police Officer.

6. Anniversary Date - A Police Officer's anniversary date shall be an annually reoccurring date which is identified as the day, one calendar year after, said officer completed his first tour of duty as a Police Officer employed by the Town of New Windsor or the officer's first day of the police academy with the Town of New Windsor.

7. Full time continuous service - For the purpose of determining sick leave and vacation leave, full time continuous service shall include "actual" worked days; accrued leave days; worker's compensation; periods of time for maternity leave in which New York State Disability is continuously received by the employee; time during a suspension that is less than ninety (90) days; and time during a leave of absence that is less than one (1) year.

Article II

B. Statement of Policy:

1. Harmonious and Cooperative Relationship - It is the policy of the Town to continue a harmonious and cooperative relationship with its Police 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 PBA Bargaining Unit – 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 Patrolmen’s Benevolent Association of New Windsor, New York, Inc., as the sole and exclusive representative for collective negotiations with respect to salaries, wages, hours and other conditions of employment for all Police Officers of the Town of New Windsor excluding all ranks above Sergeant.

3. Unchallenged Representative Status – The Town agrees, pursuant to the statutes above noted, that the P.B.A. has unchallenged representative status for the maximum period permitted by law. In the event that the Patrolmen’s Benevolent Association of New Windsor, New York, Inc. 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 Organizations – The Town will not negotiate with any other organization with reference to the terms of employment with respect to Police Officers.

5. PBA Access to Police Officers – The P.B.A. shall have access to said Police Officers and shall be able to meet with them at any time so long as the work schedules are not affected.

6. PBA President Time Off – Upon approval of the Chief of Police the P.B.A. President and/or his designee shall be granted time off, not to exceed a total of ninety-six (96) hours each year to attend or administer P.B.A. business or to attend any labor-management conferences, without charge against any paid leave time.

Article III

C. The Town Covenants:

1. Right to Hire – The Town shall have the right to hire Police Officers provided said employees meet the standards as set by Civil Service Law. The Town will consider the recommendation of the Chief of Police in all cases.

2. Not Enter in Agreement with Respective Officers – The Town agrees that it shall not enter into any agreement with respective Police Officers, which agreements are contrary to the provisions hereof.

3. Provisional Appointments – The Town may make provisional appointments of Police Officers. The provisional positions shall not continue for more than two (2) months after the receipt by the Town of the results of the next Civil Service Test for said position.

4. Not Diminish or Impair Terms of Contract – The Town will not diminish or impair, during the terms of this agreement any benefit or privileges provided by law, rule or regulation for Police Officers without prior notice to the P.B.A. and when appropriate, without renegotiations with the P.B.A.

5. Drug Testing of Police Officers – The Town has the option to require Police Officers to submit to random Drug Testing. The Drug Testing shall be suspicion based and random. Random testing shall be limited to two times per year.
Article IV

D. Salaries:

1. Base Salary – A Police Officer shall be paid a base salary determined by the continuous length of service with the Town as set forth in Appendix "A" (Salary Schedule).

2. Gross Salary – In addition to the base salary, a Police Officer shall receive one rank differential as set forth below, for which he qualifies. The total of a Police Officer’s base salary and his differential (if he is entitled) shall be known as his Gross Salary.

3. Rank Differentials – The rank differentials are as follows:

   (a) First Sergeant......................21% above base salary
   (b) Detective Sergeant...............21% above base salary
   (c) Sergeant..........................18% above base salary
   (d) Detective..........................11% above base salary
   (e) Identification Officer.........11% above base salary
   (f) Youth Officer......................11% above base salary

Commencing January 1, 2021, the rank differentials for Detective Sergeant and Sergeant shall increase as follows:

   (a) First Sergeant .......................22% above base salary
   (b) Detective Sergeant.................22% above base salary
   (c) Sergeant............................19% above base salary

4. Weekly Salary – A Police Officer shall be paid 1/52 of his Gross Salary per year during each calendar week during the term of this contract. The foregoing sum shall be known as the Police Officer’s Weekly Salary.

5. Hourly Salary – A Police Officer’s hourly salary will be 1/40 of his weekly salary.

6. Length of Service - A Police Officer shall receive payment for the salary step to which he is entitled based on his length of service. The Payment for said salary for said step shall begin with the payroll disbursement date for the pay period in which the Police Officer completes his first tour of duty past his anniversary date.

7. Longevity – Police Officers having continuous employment with the Town Police Force shall receive a percentage raise on their anniversary. The longevity will be to their base salary and be added to their hourly rate of pay as follows:

   7th Anniversary..................add 3.5% to five (5) year salary
   9th Anniversary..................add 3.5% to seven (7) year salary
   11th Anniversary...............add 3.5% to nine (9) year salary
   13th Anniversary...............add 3.5% to eleven (11) year salary
   15th Anniversary...............add 3.5% to thirteen (13) year salary
   17th Anniversary...............add 3.5% to fifteen (15) year salary
   19th Anniversary...............add 3.5% to seventeen (17) year salary

Beginning January 1, 2020, all longevity steps will increase from 3.5% to 4.0% and will continue to be dispersed at new level. See Appendix "A".
8. Daylight Savings Time – Officers who are scheduled to work on a shift involving daylight savings time will not be entitled to extra compensation for working an extra hour in the fall nor will they be required to compensate the Town for working one hour less in the spring.

9. Night Differential ("A" & "C" Line) – Officers regularly scheduled A-line (2200 hours to 0600 hours) or C-line (1400 hours to 2200 hours) shall be paid a night differential. Officers regularly scheduled A-line shall be paid a 5% differential. Commencing January 1, 2022, Officers regularly scheduled A-line shall be paid a 7.0% differential. Officers regularly scheduled C-line shall be paid a 3% differential. Commencing January 1, 2022, Officers regularly scheduled C-line shall be paid a 5.0% differential. Officers regularly scheduled D-line or E-line between the hours of 1400 hours and 0600 hours, or any other shift that falls between the hours of 1400 hours and 0600 hours shall be paid a differential equal to the number of hours spent within the above two differentials. (Example: If an Officer is regularly scheduled to work from 2000 hours to 0400 hours, he shall receive four (4) hours at the C-line differential and four (4) hours at the A-line differential.) Night differential will be added to a Police Officer’s Base Salary or Gross Salary whichever is greater. All members that are regularly assigned to the "A," "C," "D" and "E" lines between the hours of 1400 hours through 0600 hours and who are entitled to be paid a differential pursuant to this section will continue to be paid the same differential when the members are paid for all accruals used or cashed, to include but not be limited to Vacation Time, Personal Leave, Sick Time, Compensation Time, Holidays, etc.

E. Overtime:

1. Time and One-Half – For each hour in excess of eight (8) hours worked, during any calendar day, a Police Officer shall be paid one and one-half times (1.5X) his hourly salary.

2. Double Time – For each hour in excess of sixteen (16) consecutive hours so worked, a Police Officer shall be paid two times (2X) his hourly salary.

3. Overtime Payment – All Overtime pay is to be paid to the Police Officer at the end of each week.

4. Compensatory Time – Compensatory time may be substituted for overtime pay at the Police Officer’s option. Police Officers shall be allowed to accumulate and carry a total of 120 hours of compensatory time until December 1st of each year. In December of each year, all Police Officers carrying more than 80 hours of compensatory time will be paid out at the then current rate of pay any compensatory hours over 80 hours, not to exceed 120 hours. Upon request, any Police Officer has the option of being paid down to 80 hours or being paid out the Police Officer’s entire compensatory bank. All Police Officers shall have the option of replenishing their compensatory time up to the maximum allowed.

The Police Officer has the option of crediting, to the Police Officer’s sick leave accruals, a maximum of ten (10) days of either unused vacation days or unused compensatory time. If the Police Officer elects to credit unused vacation time, the Police Officer MUST make that election prior to the Police Officer’s anniversary date. If the Police Officer elects to credit unused compensatory time, the Police Officer MUST make that election prior to the end of the calendar year in which the compensatory time was accrued.

Compensatory Time may be used in hourly increments.
F. Extra Duty:

1. Payment - A Police Officer required to work extra duty time which is contiguous, either prior to or subsequent to a scheduled shift, shall be paid for such time herein designated as Overtime.

2. Call-In - Extra duty time, worked on a calendar day which is not contiguous with that shift, shall be paid a minimum of four (4) hours or the amount of time which is actually worked, whichever is more.

3. Call-In Payment - A Police Officer who works any extra time on a calendar day not part of his tour of duty and not contiguous with a tour of duty, shall be credited with a minimum of four (4) hours worked, or the actual time worked, whichever is more and shall be paid at one and one-half times (1.5X) his hourly salary for the first eight (8) hours and two (2) times his hourly salary for each hour thereafter.

4. Canine Care - Canine Police Officers shall receive three (3) hours per week of overtime pay for maintenance and care of the canine.

5. Payment for Court Appearances - All officers with five (5) or more assigned traffic court cases on any given day shall be allowed overtime. The Town's prosecutor will only handle these cases in the officer's absence. A Police Officer will be paid at the rate of one and one-half times (1.5X) his hourly rate for all court appearances outside his regularly scheduled workday, and will be paid a minimum of four (4) hours, or the actual time worked, whichever is more, and any of the following that is applicable:

   (a) Mileage - A Police Officer will also be paid fifteen cents ($0.15) per mile traveling expense to and from all court appearances if said Police Officer uses his own vehicle.

   (b) Travel Time - Travel time is to be considered part of the appearance time.

   (c) Travel Time Payment - Travel time for payment purposes is defined as the time that the Officer leaves Headquarters for such appearance.

6. Paid Meal Time - Any Police Officer who works at least an additional four (4) hours overtime consecutive to his regularly scheduled eight (8) hour shift will be entitled to a one (1) hour paid meal break, at the rate of one and one-half times (1.5x). [For Example: If a Police Officer works 4 hours overtime he will receive 5 hours pay; If a Police Officer works 5 hours overtime he will receive 6 hours pay].

7. On-Call Detective - Whenever there is not a detective scheduled to be working, there will be one scheduled as "on-call." This detective will be responsible to respond for duty at the request of his/her superiors. "On-call" time cannot be created by detectives taking off their regularly scheduled tours of duty.
8. Detective On-Call Pay - A detective scheduled to be available for "on-call" duty on a day not regularly scheduled for work shall receive two hours of pay at his/her overtime rate per day "on-call." A detective cannot collect both "call-in" pay as well as "on-call" pay within the same day. A detective will not receive "on-call" pay for being "on-call" from Monday to Friday unless the detective is not normally scheduled to work such day; as in the case of a holiday. In a typical work week (no holidays) a detective is "on-call" from 0001 Saturday morning until 0001 Monday morning. If a detective is "on-call" on a paid holiday then they will receive two hours of pay at their overtime rate for being "on-call" for said day. When a detective is scheduled to work only a four hour day, as in the case of Christmas Eve and New Year's Eve, if the detective is to be "on-call" for the remainder of that day, they will receive one hour of overtime pay for being "on-call" for the remainder of that day.

For example: A detective who is "on-call" for Saturday and Sunday, will submit a voucher for four hours of overtime on the following Monday (two hours of overtime for each full day "on-call"). In the event of a three day weekend, the "on-call" detective will receive six hours of overtime. If the detective is called in on Saturday, they will receive their "call-in" pay but will not receive their "on-call" payment for that day. If the same detective is not called in on Sunday then they will receive two hours of overtime for being "on-call" on Sunday. If after a detective's normal tour of duty is completed on a Friday and they are called in for duty before 2359 hours on Friday night which is non-contiguous with their previous shift, then they will receive "call-in" payment for that call in and are still eligible for "on-call" pay on Saturday. If a detective is called in after 0001 Monday morning then they will receive "call-in" payment for that call in and are still eligible for "on-call" pay for the preceding Sunday.

9. Identification Detective/Officer On-Call Pay - The Identification Detective/Officer scheduled to be available for "on-call" duty will receive four (4) hours of pay at his/her overtime rate per week as compensation for being "on-call." The "on-call" payment for the Identification Detective/Officer will be in addition to any "call-in" payment that he/she receives. If the Identification Detective/Officer is unavailable for "on-call" duty for the vast majority of a week then he/she will not receive the four (4) hours of overtime pay for that week.

10. Chart Days - Any member of the P.B.A., including the Police Officer assigned to a school building, who works a regularly scheduled shift of five (5) days on and two (2) days off shall accumulate a maximum of sixteen (16) Chart Days annually at the rate of 1.33 days/month. Chart Days may be taken in hourly increments. Unused Charts Days may not be carried over to the next year.

Article V

G. Shifts:

1. Duty Schedule - The duty schedule shall be in accordance with the following: Officers shall be regularly scheduled to straight shifts, with a four (4) consecutive days on duty and two (2) consecutive days off duty rotation**. The shifts are defined as follows:

   A-line (2200 hrs. to 0600 hrs.)
   B-line (0600 hrs. to 1400 hrs.)
   C-line (1400 hrs. to 2200 hrs.)
   D-line as per Article V sub G 2
   E-line (2200 hrs. to 0400 hrs.)*
The above mentioned scheduled straight shifts shall be filled in order of seniority preference as stated by Officers who shall set forth their first, second and third choice of a regularly scheduled straight shift. This shall be known as a yearly shift bid. Yearly shift bids will be solicited from Officers, by the Chief of Police or his designee in October, November or December of each year and shall be implemented on January 1st of the following year. Except, however, that the duty of “Police Officer Assigned to School Building” shall be exempt from the yearly shift bid and shall be appointed at the discretion of the Chief of Police or his designee. Newly hired Officers will be scheduled by the Chief of Police or his designee for the first two yearly shift bids. These Officers shall be entitled to shift differentials when scheduled to work between the hours of 1400 hours and 0600 hours.

The duty schedule shall be in accordance with the above and the duty chart in Appendix "B." The above and duty chart in Appendix "B" hereto represents a significant departure from the previous schedule and the Employer agrees that no further change shall be made to the duty chart without prior notification to the P.B.A. The P.B.A. shall have the right to object to said changes in the duty chart and said changes will not be implemented and the parties agree that any differences will become the subject of collective bargaining. The P.B.A. shall not be unreasonable in the presentation of objection or in the cooperation to resolving any problem.

2. D-Line- The Chief of Police may set up a "D-line" in eight (8) hour blocks to be worked by Police Officers with the officer’s permission. Such time periods are to be determined by the Chief of Police. Officers assigned to special units (i.e., K-9, Traffic, Child Safety Seat Tech, etc...) will be scheduled by seniority within the units, using the D-Line.

3. Use of Duty Chart for Disciplinary Purposes – Under NO circumstances shall the duty chart or duty chart assignments be used for disciplinary purposes. Any and all differences and agreements with regard to the existing duty chart shall be subject to the grievance arbitration procedures of the collective bargaining agreement.

4. Scheduling of Sergeants – Sergeants shall be scheduled at the direction and discretion of the Chief of Police. This schedule shall not conflict with any of the provisions of Section 971 of the Unconsolidated Laws of the State of New York, or any of its amendments. The total number of days that a sergeant may be scheduled in any one year shall not exceed the total number of days such sergeant would work under a four (4) consecutive days on duty and two (2) consecutive days off duty work schedule.

5. Scheduling of Detectives – Detectives shall be scheduled at the direction and discretion of the Chief of Police. This schedule shall not conflict with any of the provisions of Section 971 of the Unconsolidated Laws of the State of New York, or any of its amendments. The total number of days that a detective may be scheduled in any one year shall not exceed the total number of days such detective would work under a four (4) consecutive days on duty and two (2) consecutive days off duty work schedule. Detectives shall only be scheduled, Monday through Friday, in eight (8) hour blocks.
Article VI

H. Police Staff:

1. Court Officer – No Police Officer shall be required to act as clerk or bailiff, jury officer or court officer for the Town Courts, except in emergencies.

2. School Crossing Guard – The Town agrees that no Police Officer shall serve as a school crossing guard for any school, except in cases of emergency.

3. Promotions – All promotions below the rank of Lieutenant shall be filled from the ranks of the Department on the basis of qualifications pursuant to Civil Service Regulations.

Article VII

I. Uniforms and Equipment:

1. Clothing Allowance (Appendix "C") – All newly hired Police Officers shall receive a full issue of departmental uniforms and equipment, as defined by the attached Appendix "C" (Uniform and Equipment). Each April, every employee shall receive a clothing allowance in the form of a check in the amount stated below, less applicable taxes:

   (a) First April – Following the hiring of a new Police Officer, the Police Officer shall receive an annual clothing allowance in the amount of one hundred and twenty five dollars ($125.00).

   (b) Second April – The Police Officer shall receive an annual clothing allowance in the amount of five hundred dollars ($500.00).

   (c) Third April – The Police Officer shall receive an annual clothing allowance in the amount of seven hundred dollars ($700.00).

   (d) Annual Allowance – Commencing the fourth April after the Police Officer's hire date and every April thereafter, Police Officers shall receive an annual clothing allowance within the first pay period of April of one thousand and three hundred dollars ($1,300.00) per year.

2. Cleaning Allowances – A separate cleaning allowance of One Thousand Dollars and 00/100 ($1,000.00), less applicable taxes, will be paid to each Police Officer during the first pay period of July in each year.

3. Equipment Schedule – An equipment schedule shall be posted at the Police Headquarters and copies of same shall be distributed to the president of the P.B.A.

4. Equipment Replacement – Uniforms and related apparel torn or damaged while on duty shall be replaced by the Town. This expense shall be in addition to the annual clothing allowance.

   (a) Bulletproof Vest Replacement – Bulletproof Vests shall be replaced by the Town in accordance with the manufacturer's recommendations and the entire cost shall be borne by the Town with no deduction from the uniform allowance.

5. Uniform Change – If the uniform is changed by the Town, the entire cost shall be borne by the Town with no deduction from the uniform allowance.
6. Weapons - Firearms shall be paid for by the Town for each Police Officer. The type of firearm shall be determined by the Chief of Police, but if a standard firearm is recommended by the appropriate State Authority, the Town shall convert to such firearm within a reasonable length of time. This expense shall be in addition to the annual clothing allowance.

7. Ammunition - The Town shall, at its expense, supply each officer with ammunition to be used for qualifying purposes. This expense shall be in addition to the annual clothing allowance.

8. Weapons Repair - Repair of service firearms shall be at the expense of the Town.

Article VIII

J. Health Insurance:

1. Insurance Plan - The Town shall provide group Health Insurance to all Police Officers. Such coverage shall be Individual Coverage or Family Plan according to the marital status of Police Officer. Such Health Insurance Plan shall be that of the NEW YORK STATE HEALTH INSURANCE PLAN (NYSHIP) – EMPIRE PLAN.

   (a) Change of Plan - Police Officers are enrolled as of the effective date of this agreement, in the NYSHIP - Empire Plan. The issue of health insurance shall be maintained as an open item and the Association shall meet and commence negotiations upon the Employer's request to change carriers. The Association shall agree to the implementation of a health insurance program with a new and different carrier if the benefits contained therein are substantially the same as those currently enjoyed by the Association under this agreement.

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

3. Buy-out of Insurance Plan - The Town shall offer a "buy-out" plan for those Police Officers who participate in the Town's Family Coverage Plan. Upon submission of proof of alternative insurance coverage the Police Officer shall be entitled to an annual buy-out. The annual buy-out shall be a lump sum cash payment at the discretion of the Town Supervisor with the consent of Union President, but in no event less than four thousand ($4,000.00) dollars, and which shall be, less applicable payroll taxes and shall be given to the Police Officer at the end of three (3) calendar months following the month in which the notice is given. The buy-out option may be exercised only once annually.

   Example: Notice given March 15th; payment made first payday after July 1st.

   In the case of a husband and wife being full time employees of the Town with one Family Coverage Plan, there is no buy-out option available to either spouse.

4. Re-Entry to Insurance Plan - Should such Police Officer on buy-out status demonstrate to the Town that the need to return to active status exists, notice must be given and the Town will request reinstatement. Reinstatement will become effective the first day of the fourth month following the date the reinstatement notification is given to the provider by the Town.

   Example: Town requests reinstatement on April 15th; reinstatement becomes effective August 1st.
Any Police Officer who opts for a buy-out and must seek reinstatement within the first year of said buy-out may do so, but shall repay the Town a pro-rated share of the monies received.

5. 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:

As consideration for continuation of health insurance coverage after retirement, P.B.A. consented, agreed and ratified a zero percent (0%) salary increase for the year 2003 and the year 2006. Therefore, effective July 1, 2002, except as otherwise expressly provided in this agreement, a Police Officer is eligible for continuation after retirement of health insurance coverage pursuant to the terms of the same health insurance plan provided by the Town to active Police Officers if the Police Officer (i) has seventeen (17) years of employment as a Police Officer with the Town Police Department and (ii) is vested in the New York State Police and Fire Retirement System. The continuation of coverage provisions stated herein shall apply only to the health insurance coverage referenced in Article VIII section 'J' and shall not apply to any other benefit the Police Officer may receive.

Notification: A Police Officer who elects to continue health insurance coverage shall notify the Town Comptroller in writing no later than fifteen (15) days prior to the Police Officer's retirement date.

A Police Officer who is the recipient of a disability retirement pension and eligible to continue health insurance coverage shall provide written notification of election to continue health insurance coverage to the Town Comptroller no later than fifteen (15) days after receipt of notice of the award of a disability retirement pension. If written notice of continuation of retirement health insurance coverage is not received within the fifteen (15) day period, the terms of this agreement regarding continuation of Town provided health insurance coverage during retirement shall not apply at any time after the Police Officer's retirement from the Town.

A Police Officer who has completed seventeen (17) years or more of service with the Town Police Department and is vested in the New York State Police and Fire Retirement System will receive either Individual or Family coverage with no contribution from Police Officer or dependent(s).

(b) Continuation of Health Insurance Coverage for Recipient of Disability Retirement Pension.

(i) Ordinary Disability Retirement: A Police Officer who retires pursuant to the award by the New York State Police and Fire Retirement System of an ordinary disability retirement pension (non-work related) as provided by Retirement and Social Security Section 362, is eligible for continuation of Town provided health coverage stated in this Agreement provided the Police Officer has completed ten (10) or more years of creditable service with the Town as a police officer and is a member of the New York State Police and Fire Retirement System.

(ii) Accidental or Performance of Duty Disability Retirement: A Police Officer who retires pursuant to the award by the New York State Police and Fire Retirement System of an accidental disability retirement pension as provided by Retirement and Social Security Law Section 363 or a performance of duty
disability retirement pension as provided by Retirement and Social Security Law Section 363-c (hereinafter "duty related disability pension") is eligible for continuation of Town provided health coverage stated in this Agreement regardless of the Police Officer's length of service.

(c) Continuation of Health Insurance Coverage for Dependent Survivor(s):

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

(i) Police Officer Deceases Prior to Retirement- The surviving dependent(s) of a Police Officer who (1) deceases prior to retirement from the Town and (2) was covered by the dependent family health insurance plan at the time of death, is eligible for continuation of Town provided health insurance coverage. Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The Town shall pay the full cost of continuation of health insurance coverage for the eligible surviving dependent(s) of a Police Officer who deceases under the circumstances set forth above. The survivor dependent shall be paid the Police Officer's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time [notwithstanding the length of service provisions of Article IX, section 0(5)], at the Police Officer's rate of pay prevailing at the date of the Police Officer's death.

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

(ii) Police Officer Deceases in the Performance of Police Duty- The surviving dependent(s) of a Police Officer who (1) dies as the result of the performance of police duty as interpreted and determined by the State Comptroller pursuant to the provisions of Retirement and Social Security Law Section 361 and (2) was covered by the dependent family health insurance plan at the time of the Police Officer's death, is eligible for continuation of health insurance coverage. Continuation of health insurance coverage for an eligible survivor dependent(s) shall be subject to any other condition(s) concerning eligibility as may be required by the health insurance plan administrator. The Town shall pay the full cost of continuation of health insurance coverage for the eligible surviving dependent(s) of a Police Officer who deceases under the circumstances set forth above. The survivor dependent shall be paid the Police Officer's accumulated unused vacation leave, personal leave, compensatory time and accumulated unused sick time [notwithstanding the length of service provisions of Article IX, section 0(5)], at the Police Officer's rate of pay prevailing at the date of the Police Officer's death. The provisions of this Agreement are not intended to affect other right(s) a survivor dependent(s) may have with respect to continuation of health insurance coverage pursuant to the federal COBRA statute or by contract under the terms of the health insurance plan, and the terms of this Agreement shall not apply to such other rights to coverage.

(iii) Death of Retired Police Officer- Upon death of a retired Police Officer who has elected to continue Town provided health insurance coverage pursuant to the terms of this Agreement, the surviving dependent(s) covered by the dependent family health insurance plan is eligible to continue health insurance coverage subject to any
other condition(s) concerning eligibility as may be required by the health insurance plan administrator.

The Town shall pay the full cost of continuation of health insurance coverage for the eligible surviving dependent(s) of a Police Officer who deceases under the circumstances set forth above.

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

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

(d) Declaration of Invalidity:

If any provision, or the enforcement of any provision of this agreement for continuation of health insurance is or shall at any time be determined by a court of competent jurisdiction to be contrary to law, or is the basis of expulsion of the Town from the health insurance plan as determined by competent authority, then any such provision shall not be applicable or enforced or performed, except to the extent permitted by law or the health insurance plan administrator. The remainder of this agreement shall continue in full force and effect. Upon the determination that a provision in this Agreement no longer applies, will not be enforced or will not be performed, the parties shall meet and negotiate within thirty (30) days with respect to substitute terms for the provision at issue. The provisions of the Taylor Law concerning the resolution of an impasse in negotiations between the Town and the Union shall apply to the negotiations for substitute terms.

K. OPTICAL AND DENTAL:

1. The Town shall provide each Police Officer covered by this agreement and his/her family with dental insurance under the CSEA Equinox Family Dental Plan at no cost to the Police Officer. If the CSEA stops offering or providing the Equinox Family Dental Plan, the Town will provide a comparable dental program at no cost to the Police Officer.

2. The Town shall provide each Police Officer covered by this agreement and his/her family with the CSEA Platinum '12 Family Optical Plan with 2nd set of eyeglass rider (occupational), high index lens rider, plastic photosensitive rider and anti-reflective rider, at no cost to the Police Officer. If the CSEA stops offering or providing the CSEA Platinum '12 Family Plan with 2nd set of eyeglass rider (occupational), high index lens rider, plastic photosensitive rider and anti-reflective rider, the Town will provide a comparable optical program at no cost to the Police Officer.

3. The Town shall, at no cost to the Police Officer provide Dental and Optical Insurance upon Retirement. Surviving dependents are not eligible for dental and optical insurance, except as provided under COBRA provisions.
L. RETIREMENT:

1. Retirement Plan - The retirement plan shall include all plans in effect prior to December 31, 1990 and in addition, Section 384-D of the New York State Policemen's and Firemen's Retirement System and Social Security Law, known as the twenty (20) year and out plan.

2. Retirement Plan Collective Bargaining Agreement Opener- The Town agrees to open this collective bargaining agreement/contract, with written notice from the P.B.A. for the purpose of exploring and implementing other retirement plans/options available through New York State.

ARTICLE IX

M. PERSONAL LEAVE:

1. Days Per Year- Each Police Officer shall be allowed five (5) days per year for personal leave.

2. Use - These days may be used in hourly increments.

3. Commencement - Newly hired Police Officers shall immediately receive two (2) personal days. Thereafter, five (5) personal days will be granted each year on the Police Officer's anniversary date.

4. Accumulation - Any remaining personal time that has not been used as of the officer's next anniversary date will be converted to sick time and added to that officer's sick time bank as long as said sick time bank is not already at maximum accumulation level.

5. Approval - All personal leave must be approved by any superior officer at or above the rank of Sergeant.

N. BEREAVEMENT LEAVE:

1. Time off - In case of bereavement, not more than five (5) days, per occurrence, will be granted because of death in the immediate family including spouse, domestic partner, children, step-child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law and step-parent. Three (3) days, per occurrence, will be given for the death of aunts, uncles, nieces, nephews, brothers-in-law, sisters-in-law and spouse's grandparent. One (1) day, per occurrence, will be given for the death of the Police Officer's spouse's aunt or uncle. Additional bereavement leave can be granted in the case of extenuating circumstances or religious beliefs at the discretion of the Chief of Police.

O. SICK LEAVE:

1. Days Per Year- Each Police Officer shall be allowed fifteen (15) days per year fully paid sick leave.

2. Accumulation - These sick days may be accumulated up to, but not exceeding, a total of three hundred (300) days at the rate of fifteen (15) days for every twelve (12) months of full time continuous service. These fifteen (15) days will be accumulated as follows: Ten (10) hours accumulated for each month of full time continuous service; to be awarded the month following accumulation

3. Deduction- Sick leave may be used in hourly increments and shall be first deducted from the accumulated total before deduction from the current year.
4. **Payment of Overage** - Police Officers whose accumulated sick leave balance on December 31st of any given year is more than three hundred (300) days, shall be paid in February of the following year, at the preceding year’s rate of pay, for 50% of the number of days above three hundred (300).

   Example: A police officer with 315 days of accumulated sick leave on December 31, 2019 would be paid in February 2020 for 7.5 days (50% of 15 days over 300), at their rate of pay in 2019.

   In accordance with the “accumulation” section above, any police officer with more than three hundred (300) days sick leave shall have such leave adjusted to the maximum accrual of three hundred (300) days as of the beginning of every new calendar year.

5. **Payment Upon Separation**: Police Officers who voluntarily leave Town employ shall receive sick leave accruals at his then current hourly rate of pay based on the following scale:

   - Up to 4 years of completed service: None
   - 5 – 9 years of completed service: 50%
   - 10 – 16 years of completed service: 100%
   - 17 years or more of completed service: 50% of accumulated sick leave not to exceed a maximum of 300 days. [For example a Police Officer with 80 days of sick leave would be paid for 40 days; a Police Officer with the maximum of 300 days allowed in accordance with this section would be paid for the maximum of 150 days.]

6. **On The Job Injury** - A Police Officer who becomes injured, ill or disabled as a result of an accident or event that takes place while the Police Officer is on the job or in the line of duty, shall be paid his regular salary for the duration of said injury, illness, or disability, regardless of the number of sick days available to such Police Officer in a given year or his accumulated total. Such regular salary shall be paid pursuant to this article only until such time as the Police Officer shall either be certified as fit for duty, or certified unable to return to duty permanently. Night Differential pay, when applicable, will be included in the police officer’s “regular salary” paid while on Worker’s Compensation, effective with the Town’s work week beginning January 1, 2019. Day Off Holiday Pay when applicable, will be included in the police officer’s “regular salary”, paid while on Worker’s Compensation, effective with the work week beginning January 1, 2019.

P. **HOLIDAYS**:

1. **Paid Holidays** - Police Officers shall receive paid holidays on the designated dates listed below:

   - (a) New Year’s Day (January 1)
   - (b) Martin Luther King (Town observance)
   - (c) Lincoln’s Birthday (February 12)
   - (d) Washington’s Birthday (February 22)
   - (e) Good Friday (Friday before Easter)
   - (f) Columbus Day (Town observance)
   - (g) Memorial Day (Town observance)
   - (h) Independence Day (July 4)
   - (i) Labor Day (Town observance)
   - (j) Veterans Day (November 11)
   - (k) Thanksgiving Day (Town observance)
   - (l) Day After Thanksgiving (Friday)
   - (m) Christmas Eve (Last 4 Hours of Scheduled Shift, Dec. 24)
   - (n) Christmas Day (December 25)
   - (o) New Year’s Eve (Last 4 Hours of Scheduled Shift, Dec 31)

   22
2. **Work Holidays**: If a Police Officer is required to work on a designated holiday, such Police Officer shall be paid at the rate of three (3) times his hourly salary for each hour worked.

3. **Day Off Holidays**: If a Police Officer's regular day off falls on a designated holiday, that Police Officer shall be paid at the rate of one (1) time his hourly salary for eight (8) hours, and four (4) hours for Christmas Eve and New Year's Eve.

4. **Holiday Payment**: Any officer called in for overtime during a holiday will be paid a rate of three times (3X) his regular hourly salary for every hour worked. Should an officer be called in to work overtime on a holiday and works less than eight (8) hours, he will be paid the difference up to eight (8) hours at the day off rate. At no time can an officer receive more than three times (3X) his regular hourly salary for any hour worked.

5. **Detective Holidays**: When an officer is promoted to Detective and assigned to work the detectives' schedule as described in Article V G.5. of this collective bargaining agreement, that Detective shall be paid holidays as per the holiday list Article IX P.1. of this Collective Bargaining Agreement. However, since Detectives are scheduled off on holidays, the following will be the exception to that holiday list. If the holiday falls on a Saturday then the detective will have the Friday before off. If the holiday falls on a Sunday then the detective will have the Monday after off. If a Detective is called in on the non-holiday Friday or Monday that he is scheduled off that Detective will be paid as per Article IV D.1. and Article IV F.2. of this Collective Bargaining Agreement.

**EXAMPLE**: If a Detective who is scheduled off the Friday before the holiday is called into work on that Friday before the holiday, that Detective shall be paid "call-in" as per Article IV (F)(2) of this Collective Bargaining Agreement.

**EXAMPLE**: If a Detective who is scheduled off the Friday before the holiday is called into work on the holiday, that Detective shall be paid "call-in" as per Article IX P.4. of this Collective Bargaining Agreement.

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**Q. Vacation Leave**

1. **Paid Vacation for new hires** – All police officers hired on or after January 1, 2019 shall receive paid vacation time according to the following schedule:

<table>
<thead>
<tr>
<th>FULL TIME CONTINUOUS SERVICE</th>
<th># OF VACATION DAYS TO BE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Less than 3 years</strong></td>
<td></td>
</tr>
<tr>
<td>- Start date Jan. 1 to April 30</td>
<td>10 days (full complement) at start of 1st calendar year, plus 3 days prior; and 10 days (full complement) at start of 2nd and 3rd calendar years (33 days total)</td>
</tr>
<tr>
<td>- Start date May 1 to August 31</td>
<td>11 days (full complement) at start of 1st calendar year, plus 2 days prior; 10 days (full complement) at start of 2nd calendar year; and 10 days (full complement) at start of 3rd calendar year (33 days total)</td>
</tr>
</tbody>
</table>
11 days (full complement) at start of 1st calendar year, plus 1 day prior; 11 days at start of 2nd calendar year (full complement); and 10 days (full complement) at start of 3rd calendar year (33 days total)

3 years, but less than 5 years 15 days (full complement)
5 years, but less than 10 years 20 days (full complement)
10 years, but less than 20 years 25 days (full complement)
20 years or more 30 days (full complement)

2. **Paid vacation for police officers hired before January 1, 2019** - All police officers hired before January 1, 2019, shall receive paid vacation time according to the schedule that was in effect during the prior Agreement, which for ease of reference is set forth below:

<table>
<thead>
<tr>
<th>FULL TIME CONTINUOUS SERVICE</th>
<th># OF DAYS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 but less than six months</td>
<td>0</td>
</tr>
<tr>
<td>Six months but less than one year</td>
<td>3</td>
</tr>
<tr>
<td>One year but less than three years</td>
<td>10</td>
</tr>
<tr>
<td>Three years but less than five years</td>
<td>15</td>
</tr>
<tr>
<td>Five years but less than ten years</td>
<td>20</td>
</tr>
<tr>
<td>Ten years but less than twenty years</td>
<td>25</td>
</tr>
<tr>
<td>Twenty years or more</td>
<td>30</td>
</tr>
</tbody>
</table>

3. **Use of Vacation** - All police officers should endeavor to take vacation leave during the calendar year. A maximum of ten (10) vacation days can be carried over into the next calendar year and may be taken in hourly increments.

4. **Accumulation:**

In general, all police officers are to be credited with their "full complement" of vacation time on January 1st of each calendar year based on the length of "full time continuous service" credit completed prior to January 1st of each calendar year.

* Newly hired police officers will receive anywhere from three (3) vacation days to one (1) vacation day, which will be reflected in their first pay check. The number of days received at that time will be based on when, during the calendar year, they start working. If they begin working between January 1st and April 30th, their initial pay check will show three (3) vacation days. If they begin working between May 1st and August 31st, their initial pay check will show two (2) vacation days. If they begin working between September 1st and December 31st, their initial pay check will show one (1) vacation day.

In addition to receiving credit for the above vacation time in their first pay period, newly hired police officers will then receive a “full complement” of vacation days at the beginning of the new calendar year following their first day of work, assuming they qualify for “full time continuous service” as reflected in the “paid vacation” schedule above [Article VIII, Section Q (1)].
The initial “full complement” of vacation days for a police officer hired on or after January 1, 2019, that starts work between January 1st and April 30th, will be ten (10) days. A police officer that starts work during this time will continue to receive this “full complement” of vacation days until she reaches the first milestone for “full time continuous service” reflected in the “paid vacation” schedule shown in Article VIII, Section Q (1) above (“3 years, but less than 5 years”). When she reaches the first milestone on the anniversary date of her first day of work (and every milestone thereafter), she will receive the difference between the newly earned “full complement” of vacation days that will be awarded in full at the beginning of the next calendar year and the “full complement” of vacation days she received at the beginning of the prior calendar year (the difference upon reaching all milestones is 5 days). This procedure, WHICH WILL APPLY TO ALL POLICE OFFICERS, INCLUDING THOSE HIRED BEFORE JANUARY 1, 2019, will continue as new milestones in “full time continuous service” are met.

Examples of how this “paid vacation” time will be earned and paid out from the date a newly hired police officer starts work through to the beginning of the calendar year after she reaches the first milestone (3 years of “full time continuous service”) in the above schedule is set forth below:

<table>
<thead>
<tr>
<th>Date of Hire:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1, 2018:</td>
<td>3 vacation days received in 1st pay period</td>
</tr>
<tr>
<td>January 2019:</td>
<td>10 days</td>
</tr>
<tr>
<td>January 2020:</td>
<td>10 days</td>
</tr>
<tr>
<td>January 2021:</td>
<td>10 days</td>
</tr>
<tr>
<td>April 1, 2021:</td>
<td>5 days</td>
</tr>
<tr>
<td>January 2022:</td>
<td>15 days</td>
</tr>
<tr>
<td>August 1, 2018:</td>
<td>2 vacation days received in 1st pay period</td>
</tr>
<tr>
<td>January 2019:</td>
<td>11 days</td>
</tr>
<tr>
<td>January 2020:</td>
<td>10 days</td>
</tr>
<tr>
<td>January 2021:</td>
<td>10 days</td>
</tr>
<tr>
<td>August 1, 2021:</td>
<td>5 days</td>
</tr>
<tr>
<td>January 2022:</td>
<td>15 days</td>
</tr>
<tr>
<td>December 1, 2018:</td>
<td>1 vacation day received in 1st pay period</td>
</tr>
<tr>
<td>January 2019:</td>
<td>11 days</td>
</tr>
<tr>
<td>January 2020:</td>
<td>11 days</td>
</tr>
<tr>
<td>January 2021:</td>
<td>10 days</td>
</tr>
<tr>
<td>December 1, 2021:</td>
<td>5 days</td>
</tr>
<tr>
<td>January 2022:</td>
<td>15 days</td>
</tr>
</tbody>
</table>

As applies to all police officers, vacation time is not credited January 1st and used as a pro-rated credit for that coming year. If such vacation time is accumulated for one (1) year and not used during that year, it shall be paid as additional compensation at the end of the carry-over year. Police officers have the option of crediting to their sick leave accruals, a maximum of ten (10) days of either unused vacation days or unused compensatory time. If they elect to credit unused vacation time, they MUST make that election prior to their anniversary date. If they elect to credit unused compensatory time, they MUST make that election prior to the end of the calendar year in which the compensatory time was accrued.

5. Payment Upon Separation: Police Officers who voluntarily leave Town employ shall receive vacation leave accruals at Officer’s then current hourly rate of pay.

6. Scheduling – Vacation schedules for all police officers shall be determined by the Chief of Police according to seniority.
ARTICLE X

R. STAFFED POLICE ORIENTED EDUCATION:

1. College Tuition- A Police Officer who undertakes to avail himself of the opportunity to pursue a study of Police oriented education shall have one hundred percent (100%) of his tuition for an Associate's or Bachelor's degree and fifty percent (50%) of his tuition for a Master's degree at such place of education paid for by the Town. Officers shall be eligible for the bonus referred to in the provisions of this contract.

2. Procedure- Upon written notice that a Police Officer has submitted his/her intention to pursue the above mentioned course of study, the Town shall advance appropriate tuition for said course. If a Police Officer fails to complete the course, he shall reimburse the Town for the advanced tuition.

3. Book Reimbursement- The Town shall reimburse said Police Officer for the money spent for books or materials purchased for use in said course of study. Said books and materials shall become the property of the Town and returned to the Town upon completion of each course.

4. Associate's Degree Bonus - When a Police Officer of the Town receives an Associate's degree in Police Science, he shall be paid by the Town the sum of five hundred dollars ($500) on a one time basis.

5. Bachelor's Degree Bonus- When a Police Officer of the Town receives a Bachelor's degree in Police Science, he shall be paid by the Town the sum of seven hundred fifty dollars ($750) on a one time basis.

6. Eligibility for Staffed Police Oriented Education - Any Police Officer on Probationary Status will not be eligible for tuition or book reimbursement or the Associate's degree or Bachelor's degree bonus until after the Police Officer has completed his probationary period. If a probationary police officer intends to pursue the above referenced course of study, he shall follow the procedure outlined in Section 2 of this Article, giving proper notice to the Town. Upon successful completion of his probationary period, Police Officer will submit all costs for tuition, books and materials for completed classes for reimbursement; and he will submit for and be paid for any Associate's and/or Bachelor's degree bonus(es) for which he qualified during the probationary period and receive reimbursement for same at that time.

S. IN-SERVICE SCHOOLING:

1. Definition of In-Service Schools- For the purpose of this Article, 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 Association of Chiefs of Police
   (e) United States Justice Department
   (f) Orange County District Attorney's Office
   (g) Town of New Windsor Police Department/New Windsor Police Chief

2. School Posting- All notices of the availability of in-service schooling received by the Town or the Chief of Police shall be posted immediately on the main bulletin board of the New
Windsor Police Station.

3. Notice to Attend In-service schooling is not to be mandated within eight (8) hours of an A-Line shift. Officers who are mandated to attend an in-service school must be given reasonable notice.

ARTICLE XI

T. GRIEVANCE PROCEDURE:

In order to maintain the harmonious and cooperative relationship between the Town and its Police Officers, it is hereby declared to be the purpose of this grievance procedure to both interpret and apply the terms of this collective bargaining agreement. Grievance shall mean any alleged violation, misinterpretation, or inequitable application of this contract and the terms and conditions of the employment of Police Officers.

STEP 1

The aggrieved Police Officer or the P.B.A. shall present his written grievance to the Chief of Police who shall orally and informally discuss the grievance with the aggrieved Police Officer. The Chief of Police shall render a written determination to the aggrieved Police Officer or the P.B.A. within five (5) days after the grievance has been presented to him. If such grievance is not resolved to the satisfaction of the aggrieved Police Officer, he may proceed to Step 2.

STEP 2

The aggrieved Police Officer or the P.B.A. may, within five (5) days of the final determination at Step 1, make a written request to the Town Board with a copy to the Town Supervisor for an informal hearing to review the Step 1 decision. All written statements and records of the case shall be submitted at the time and place of the informal hearing where such parties may appear and present oral and written statements supplementing their position in the case. Such hearing shall be held within five (5) business days of receipt of the request for a Step 2 hearing.

ARBITRATION STAGE

After such hearing, if the Police Officer and/or the P.B.A. are not satisfied with the decision at Step 2 and the P.B.A. determines that the grievance is meritorious it may submit the grievance to arbitration by written notice to the Town Board within fifteen (15) days of the decision at Step 2.

1. Selection of an Arbitrator- Within five (5) days after written notice of submission to arbitration, the Town Board and the P.B.A. shall agree upon a mutually acceptable arbitrator competent in the area of the grievance, and shall obtain a commitment from said arbitrator within the specified period. A request for a list of arbitrators shall be made to the American Arbitration Association by either party.

2. Bound By Rules of the American Arbitration- The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

3. Prompt Hearings- The selected arbitrator will hear the matter promptly and will issue his decision not later than fourteen (14) calendar days from the date of the closing of the hearing, or if oral hearings have been waived, then the arbitrator’s decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.

4. Arbitrator’s Power- The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of any term of this agreement.
5. **Decision is Final and Binding** - The arbitrator’s award will be final and binding on the parties.

6. **Fees** - The costs of the arbitration under this section, including all fees and expenses shall be borne equally by the parties.

**U. PROCEDURE INTENT:**

It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

**V. PROCEDURE RIGHTS:**

1. **Officer’s Right to File Grievance** - All Police Officers shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.

2. **Officer’s Representation** - All Police Officers shall have the right to be represented at any stage of the procedure by the P.B.A. and/or its counsel, or by a representative of his choosing.

3. **Time Off for Hearings** - All Police Officers who are participants in the grievance procedure, either as an aggrieved party or as a representative of the P.B.A., shall be allowed such time off from his duties as may be necessary to attend the grievance hearing without loss of pay or vacation or other time credits.

4. **Access to records** - Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. **Confidential Hearings** - All hearings shall be confidential.

6. **Responsibility of Enforcement and Effect** - It shall be the responsibility of the Town Supervisor to give force and effect to these procedures. At each stage, it shall be the responsibility of the person to whom a grievance is presented, to promptly consider each grievance and make a determination within the authority delegated during the time specified (5 business days).

7. **Function of Procedures** - The function of these procedures is to assure equitable and proper treatment under the existing contract.

8. **Abandoned Grievances** - All grievances which are not filed within twenty-one (21) days of occurrence of the events leading to the grievance shall be deemed abandoned.

**Article XII**

**W. LEAVE OF ABSENCE**

1. **Notice** - Upon one (1) month prior written notice made to the Chief of Police, a Police Officer who has been a member of the Police Force for at least two (2) years, shall be entitled to a leave of absence from the Police Force for a period not to exceed one (1) year.
2. **Reinstatement**- A member of the Police Force who avails himself of the privilege under this section shall, upon one month's written notice made prior thereto, be entitled to reinstatement as a member of the Police Force at the rank he held when he began his leave of absence, with the length of service credit accumulated on the date he began his leave of absence, and at a salary scale in effect when he returns to the Police Force.

3. **Determination Board**- Such leave of absence shall be granted for good and sufficient cause, which shall be determined by a five (5) member board composed of two (2) members of the P.B.A., the Chief of Police, and two members of the Town Board appointed by the Town Supervisor, after presentation by the affected Police Officer to said Board of all facts relating to his request for said leave of absence.

**Article XIII**

X. **OPERATION OF POLICE VEHICLES:**

1. **Unsafe Vehicle Procedure**- If a Police Officer has been assigned to operate or ride in a Police Vehicle which said Police Officer believes to be in an unsafe condition, said Police Officer shall have a reasonable time to contact his immediate supervisor for his examination of said vehicle.

2. **Supervisory Notice**- If said supervisor 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 vehicle condition is corrected.

**Article XIV**

Y. **BILL OF RIGHTS:**

1. **Contact of Officer at Residence**- Insofar as possible, all Police affairs involving a Police Officer shall be conducted at such times as the Police Officer is on duty. In emergency situations, Police Officers may be contacted at their residences and in such instances both the Police Officer and members of his household shall be treated with normal courtesy and respect.

2. **Bill of Rights Protection and Entitlement**- All Police Officers shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights", which shall be added and amended to the present rules and regulations of the Town Police Department and which provide as follows:

   (a) **Interrogation Time**- The interrogation of a Police Officer shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime and the reassignment of the Police Officer to the second shift should be employed. If any time is lost, the Police Officer shall be compensated.

   (b) **Interrogation Location**- The interrogations shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the place where the incident allegedly occurred. Said Police Officer shall be represented by counsel at all times if he makes such a request.

   (c) **Interrogators Rank**- The Police Officer shall be informed of the rank, name, and command of the Officer in charge of the investigation, as well as the rank, name, and command of the interrogating Officer and all persons present during the interrogation. If a Police Officer is directed to leave his post and report for interrogation, the person in charge of that shift shall be notified.
(d) **Informed of Nature of Interrogation**: The Police Officer shall be informed of the nature of the investigation before any interrogation commences including the name of the complainant. The address of the complainant(s) and/or witnesses need not be disclosed; however sufficient information to reasonably apprise the Police Officer of the allegations should be provided. If it is known that the Police Officer being interrogated is a witness only, such Police Officer should be so informed at the initial contact.

(e) **Interrogation Reasonableness**: The questioning should not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities: meals, telephone calls and rest periods as are reasonably necessary.

(f) **Promises, Threats or Rewards**: The Police Officer shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answer questions.

(g) **Interrogation Recording**: The complete interrogation of the Police Officer shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded. The Police Officer or his counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation.

(h) **Constitutional Rights If Target of Investigation**: If a Police Officer is under arrest or is likely to be arrested (i.e., if he is a suspect or a target of a criminal investigation) such Police Officer shall be appraised of his Constitutional Rights pursuant to Miranda vs. Arizona and subsequent court decisions.

(i) **Right to Counsel**: In all other cases, the law imposes no obligations, legal or otherwise, on the Department to provide an opportunity for a Police Officer to consult with counsel or anyone else when questioned by a superior officer about his employment or any matter relevant to his continued fitness for Police Service. Nevertheless, in the interest of maintaining the usual high morale of the force, the department shall afford an opportunity for a Police Officer, if he so requests, to consult with counsel before being questioned concerning a serious violation of the rules and procedures or regulations, provided that the interrogation is not unduly delayed. However, for the purpose of counsel delay; past 10:00 a.m. of the day following the notification of interrogation shall be defined as undue delay. Counsel, if available, and a representative of a line organization may be present during the interrogation of a Police Officer. Requests for an opportunity to consult with counsel in connection with minor violations, such as absence from post, failure to report, etc. will be denied unless sufficient reasons are advanced.

**ARTICLE XV**

2. **SEVERABILITY**:

1. **Invalid Sections of Contract**: 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.

2. **If Invalid-Reopen Negotiations**: In the event of the issuance of such decision, either party shall have the right to immediately reopen negotiations with respect to a substitution for such article or portion of the agreement involved.
ARTICLE XVI

AA. LEGISLATIVE ACTION FOR APPROVAL:

1. It is agreed by both parties that any article, section, or portion of this agreement requiring legislative action to permit its implementation by amendment of law or providing that additional funds therefore be made available, shall not become effective until the appropriate body has given approval. The provisions of said article, section or portion shall be retroactive to the date of this agreement upon approval by the appropriate body.

ARTICLE XVII

BB. DURATION OF AGREEMENT:

1. **Effective Date and Termination Date**- This agreement shall become effective January 1, 2019 and shall terminate at the close of business on December 31, 2023.

2. **Start of New Negotiations**- The parties agree that they will enter into discussion in attempt to arrive at a new contract on or before June 1, 2023.

3. **Contract Remains in Effect Until New Agreement**- The Town agrees that if no contract settlement has been reached by midnight December 31, 2023, that the terms of this agreement will remain in effect until such time as there is a contract settlement between the parties for the ensuing year.

4. **Terminates All Prior Agreements**- This agreement is the entire agreement between the Town and the P.B.A and terminates all prior agreements and understandings and concludes all negotiations during its term. During the term of this agreement, neither party will unilaterally seek to change or modify the terms and conditions of this agreement through legislative or administrative action, or by any other means.

5. **Terms and Conditions of Agreement**- Both parties agree to jointly support any legislative or administrative action necessary to implement the terms of this agreement. The parties acknowledge that they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this agreement in accordance with the provisions thereof.
### Appendix "A"

#### Base Salary Scale

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<tr>
<th>Contract Year:</th>
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#### Length of Service

| Starting       | 51,141.44 | 52,675.68 | 54,255.95 | 55,883.63 | 57,560.14 |
| After 6 Months | 52,949.80 | 54,538.29 | 56,174.44 | 57,859.68 | 59,595.47 |
| After 1 Year   | 60,568.22 | 62,385.26 | 64,256.82 | 66,184.53 | 68,170.07 |
| After 2 Years  | 66,443.34 | 68,436.63 | 70,489.73 | 72,604.43 | 74,782.57 |
| After 3 Years  | 71,142.88 | 73,277.15 | 75,475.47 | 77,739.74 | 80,071.94 |
| After 4 Years  | 73,161.91 | 75,356.76 | 77,617.46 | 79,945.99 | 82,344.38 |
| After 5 Years  | 83,616.02 | 86,124.49 | 88,708.22 | 91,369.47 | 94,110.57 |
| 7 Years Longevity | 86,542.58 | 89,569.47 | 92,256.55 | 95,024.25 | 97,874.99 |
| 9 Years Longevity | 89,571.57 | 93,152.25 | 95,946.81 | 98,825.22 | 101,789.99 |
| 11 Years Longevity | 92,706.57 | 96,878.34 | 99,784.88 | 102,778.23 | 105,861.59 |
| 13 Years Longevity | 95,951.30 | 100,753.47 | 103,776.07 | 106,889.36 | 110,096.05 |
| 15 Years Longevity | 99,309.60 | 104,783.61 | 107,927.11 | 111,164.93 | 114,499.89 |
| 17 Years Longevity | 102,785.44 | 108,974.95 | 112,244.19 | 115,611.53 | 119,079.89 |
| 19 Years Longevity | 106,382.93 | 113,333.95 | 116,733.96 | 120,235.99 | 123,843.09 |
## APPENDIX "B"

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33-
Appendix “C”

UNIFORM LIST

Newly hired Police Officers shall be provided his/her full uniform at the Town’s expense which, by this Agreement, consists of the following items: Follow General Order NO:24.23 Uniforms and Grooming of Police Officers. Active Officers who have not received updated mandatory equipment shall be provided same at the Town’s expense.

1. (1) Uniform Hat: Perishing type, navy blue with black rain cover
2. (1) Hat shield
3. (1) Hat band
4. (1) Winter hat: Knit fleece fitted watch cap black (NWPD embroidered on front in silver)
5. (4) Long sleeve uniform shirts, navy blue Tact Squad duty shirt with hidden zipper (Style F802N) (3) embroidered
6. (4) Short sleeve uniform shirts, navy blue Tact Squad duty shirt with hidden zipper (Style F812N) (3) embroidered
7. (4) Pairs of pants, navy blue Tact Squad, (3) Duty cargo trousers (Style T7007), (1) Duty trouser (Style F703DN)
8. (1) Set of collar brass “NW” “PD”
9. (1) Tie, black knit style
10. (1) Tie clip
11. (1) Name tag
12. (1) Badge
13. (1) Boots/Shoes, black military style, black chukka or black soft sole ALL WITH SHINED TOE
14. (1) Duty belt with keepers, black basket weave, Safariland brand, model # 146
15. (1) Pant belt, black garrison with buckle of hook & loop closure
16. (1) Holster, black basket weave, department approved level 2 or higher
17. (1) Double magazine pouch, black basket weave
18. (1) Radio case or swivel, black basket weave
19. (1) Handcuff case, black basket weave
20. (1) Handcuffs, department approved bare metal finish or black with key
21. (1) Key strap keeper, black basket weave
22. (1) ASP side-break or Envoy scabbard plastic
23. (1) ASP expandable baton, 21 inch or 26 inch
24. (1) Flashlight
25. (1) Flashlight ring, pouch or case, black basket weave
26. (1) O.C. Spray pouch, black basket weave
27. (1) O.C. Spray
28. (1) C.E.W holster or thigh holster, department approved
29. (1) Bullet proof vest, department approved
30. (1) Spring jacket, department approved
31. (1) Winter jacket, department approved
32. (1) Rain coat, department approved
33. (1) Dress uniform blouse, navy blue single breasted dress coat, Flying Cross brand (Style # 34891)
34. (1) Shoulder strap
35. Silver buttons for dress blouse
36. Police patches and flags for all shirts and jackets/coats
37. (1) Safety vest
38. (1) NWPD embroidered turtle neck
39. (1) Tourniquet
40. (1) Tourniquet Basket weave holster

**OR EQUIVALENT AS APPROVED BY THE CHIEF OF POLICE**
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals by their respective representatives on this 3rd day of January, 2019.

(Seal) TOWN OF NEW WINDSOR
By: George A. Green
Supervisor

(Seal) POLICEMEN'S BENEVOLENT ASSOCIATION OF NEW WINDSOR, NEW YORK INC.
By: John R. Vasta, President