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Contract Database Metadata Elements

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Union: Town of Newburgh Policemens Benevolent Association

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AGREEMENT

BETWEEN

THE TOWN OF NEWBURGH

AND

THE TOWN OF NEWBURGH POLICEMEN'S
BENEVOLENT ASSOCIATION, INC.

January 1, 2000 to December 31, 2001
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PREAMBLE

It shall be the public policy of the Town of Newburgh and the purpose of this agreement to promote harmonious and cooperative relationships between the Town of Newburgh and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operation and function of the Town Police.

This agreement is made between the Town of Newburgh, hereinafter referred to as the "employer" and the Town of Newburgh Police Bargaining Unit or any successor organization, hereinafter referred to as "employee" or Policemen's Benevolent Association, Inc.

ARTICLE I

RECOGNITION

The employer recognizes the TOWN OF NEWBURGHPOLICEMEN'S BENEVOLENT ASSOCIATION, INC., hereafter "the Union" as the sole and exclusive bargaining agent for employees of the Town of Newburgh Police Department in the following titles: Sergeant, Police Officer, Detective and Youth Officer.

ARTICLE II

UNION CHECK-OFF

The employer shall deduct from the wages of employees of the bargaining unit, who are members of the Union, regular membership dues and such other sums as designated by the President of the Town of Newburgh Policemen's Benevolent Association, Inc., and to remit the same promptly to the Treasurer of the Town of Newburgh Policemen's Benevolent Association, Inc.

ARTICLE III

HOLD HARMLESS AND INDEMNIFICATION

The Union shall hold the Town harmless from any liability the Town may incur as a result of the deductions made by the Town from employee paychecks on behalf of the Union and/or on behalf of employees and the Union shall indemnify the Town for its cost of defending any action which is based on such deduction(s).
ARTICLE IV

RIGHTS OF POLICEMEN'S BENEVOLENT ASSOCIATION, INC.

The Town of Newburgh Policemen's Benevolent Association, Inc. shall have the sole and exclusive right to act as or designate its representatives for the purpose of representing itself or any employee of the bargaining unit in any transaction with the Town covered by this agreement.

ARTICLE V

RIGHTS OF EMPLOYER

All management functions, rights, power, and authority whether heretofore or hereafter exercised shall remain vested exclusively in the Town. It is expressly recognized that these functions include, but are not limited to:

(1) Full and exclusive control of the management and operation of the Police Department.

(2) Direct supervision of the working force.

(3) Scheduling of work and methods of staffing, except that an employee's posted schedule shall not be altered by the employer except upon 30 calendar days notice of such change. Notwithstanding the foregoing, the Chief of Police may change an employee's work schedule on fifteen (15) calendar days notice in order to address situations where a squad has or will have one or more members on extended sick or accident leave, or to accommodate training. Said absence of members must place the squad below the minimum manpower level for the shift in question. For purposes of this provision, extended sick or accident leave is defined to mean a member's absence due to a job or non-job related condition for more than two (2) four day sets of tours.

(4) The right to introduce new and improved methods of facilities.

(5) The right to hire, promote, transfer and retain employees and to appraise, train, suspend, demote, charge or take disciplinary action against employees.

(6) The reduction or increase of the working force and work.

(7) The right to abolish or change existing jobs, including the right to establish new jobs, and
(8) The right to formulate any reasonable rules and regulations.

The employer shall negotiate collectively and in good faith with the Policemen's Benevolent Association, Inc., or its designated agent in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Policemen's Benevolent Association, Inc.

ARTICLE VI

RIGHTS OF EMPLOYEES

Section I: Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Policemen's Benevolent Association, Inc., without fear of coercion, reprisal or penalty from the Policemen's Benevolent Association, Inc., or the employer.

Section II: The employees may join and take an active role in the activities of the Policemen's Benevolent Association, Inc., without fear of any kind of reprisals from the employer or its agents.

ARTICLE VII

WAGES

Wages and salaries covered by this agreement shall be as provided in the schedule listed in Appendix A attached hereto.

ARTICLE VIII

EDUCATION

Section I: When an employee of the department, earns an Associate Degree, he or she shall be paid by the Town the sum of SIX HUNDRED FIFTY ($650.00) DOLLARS as a one-time bonus. Such bonus shall be given to all those members who receive an associate's degree during the lifetime of this agreement.

Section II: When an employee of the department earns a Bachelor's Degree, he or she shall be paid by the Town the sum of NINE HUNDRED ($900.00) DOLLARS, as a one-time bonus basis. Such bonus shall be given to all members of the department who receive a bachelor's degree during the lifetime of this agreement.

Section III: With respect to those employees who earn their degree during the life of this agreement, such payment will be only for those during the life of this agreement, such
payment will be only for those degrees which are in a course of study approved by the Chief of Police or his designee, as long as the course of study assists the officer in his employment. Such approval will not be unreasonably withheld.

ARTICLE IX

LONGEVITY

Section I: Employees who have completed five (5) years of service shall receive yearly longevity payments of $350.00 each; employees who have completed ten (10) years of service shall receive yearly longevity payments of $550.00 each; employees who have completed fifteen (15) years of service shall receive yearly longevity payments of $1,150.00 each; employees who have completed eighteen (18) years of service shall receive yearly longevity payments of $1,250.00 each and employees who have completed twenty (20) years of service shall receive yearly longevity payments of $1,500.00 each. An employee shall not lose his longevity payment if he is transferred from one grade to another.

ARTICLE X

OVERTIME

Section I: All employees shall receive overtime compensation at the rate of time and one half (1-1/2) for all hours in excess of eight (8) in one day or forty (40) in any one calendar week. The foregoing notwithstanding, all overtime worked in excess of eight (8) hours per day shall be paid at the rate of two (2) times the Basic rate.

Section II: The foregoing notwithstanding, by mutual election of the Chief and the employee, compensatory time may be taken instead of payment for overtime. Compensatory time is to be taken within a reasonable time following the date the overtime is worked and at the mutual convenience of the Department and the employee. An employee may accumulate up to 40 hours of earned compensatory time, but the compensatory time must be used by the employee within 90 days of the date that the time is accumulated. The aforesaid 90 day period is a "rolling" period of time. Employees may use compensatory time off while working on the "A" line, subject to the terms and conditions stated herein regarding approval of use of compensatory time off.

Section III: All paid overtime and compensatory time must be approved by the shift sergeant or Chief of Police or his designee.

Section IV: Employees may be ordered to work overtime when the Chief or his designee deems it necessary for safety purposes. This shall occur only where no employee has voluntarily agreed to work the overtime and there is a critical shortage of police coverage on a particular shift. In such case the most junior man available shall be
ordered to work the overtime unless said employee had previously worked overtime under such an order during the preceding thirty days in which event the next junior man shall work the said overtime. In no case shall a uniformed officer be ordered to work a total of more than sixteen hours in a twenty-four period.

Section V: On those occasions when it becomes necessary for an employee to work more than 30 minutes past his scheduled shift he shall be granted a minimum of one hour overtime.

ARTICLE XI

CALL IN and COURT TIME PAY

Section I: If a police officer is recalled to work following his normal work day, for hours not contiguous with his scheduled work day, the police officer shall be guaranteed four hours of work with pay at the appropriate rate. If the call-in is cancelled upon the employee's arrival at the station, he shall be granted two hours pay at the appropriate rate.

Section II: If a police officer worked more than forty (40) hours in a week in which he was recalled to duty, the police officer shall be paid at time and one half (1-1/2) his base rate. If a police officer has not worked forty (40) hours in such a week, he shall be paid straight time.

Section III: Court time - If a police officer is required to testify in a court proceeding during hours not contiguous with his/her regular tour of duty, and the police officer actually appears in the court proceeding, the police officer shall be paid at the appropriate rate for time actually spent in the court proceeding, but in no event shall the police officer receive less than two hours pay for such appearance. In this regard, the police officer may be required to remain on duty in connection with the court appearance for the two hour period. If an officer completes his duties in court before the two hour period has elapsed, the officer is required to call a supervisor for possible reassignment.

ARTICLE XII

CLOTHING ALLOWANCE

Section I: Newly hired police officers shall be provided, at Town expense, his/her full uniform, which by agreement, consists of at this time the following items:
1. HAT
1. HAT SHIELD
3. LONG SLEEVE SHIRTS
3. SHORT SLEEVE SHIRTS
3. PANTS
16. TNPD PATCHES
1. WINTER COAT
1. SET TNPD COLLAR BRASS
1. TIE BAR
2. BADGES
1. PAIR LOW QUARTER SHOES
1. PAIR RUBBER BOOTS
1. RAINCOAT (ORANGE)
2. NAMETAGS
1. ID BADGE CASE
1. GUN BELT
1. HOLSTER
1. HANDCUFF CASE
1. PAIR HANDCUFFS W/ KEYS
1. NIGHTSTICK
1. NIGHTSTICK HOLDER
1. KEY HOLDER
1. MAGAZINE HOLDER
2. SPARE MAGAZINES
1. HANDGUN
4. BELT KEEPERS
1. BULLETPROOF VEST
1. GARRISON BELT
1. RANGE UNIFORM
52. ROUNDS AMMO.
1. WINTER FUR CAP (OPTIONAL)
1. LEATHER JACKET (OPTIONAL & SUBJECT TO CHIEF'S APPROVAL)

An officer will be issued a bullet proof vest every five years. The officer may opt to purchase on their own a vest of equal or greater ballistic quality (subject to approval of the Police Chief) in place of the vest issued by the Town, in which event the officer will be reimbursed for the cost incurred by the employee for the vest, but the amount reimbursed to the employee shall be no greater than the amount paid by the Town for a standard replacement vest.

All equipment so issued shall remain the property of the Town. Thereafter, said hires and all current officers of the police department shall maintain his/her uniform, from his/her annual clothing allowance.

The annual clothing allowance shall be in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Period Covered</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2000 - December 31, 2000</td>
<td>$1,100</td>
</tr>
<tr>
<td>January 1, 2001 - December 31, 2001</td>
<td>$1,200</td>
</tr>
<tr>
<td>January 1, 2002 - December 31, 2002</td>
<td>$1,300</td>
</tr>
<tr>
<td>January 1, 2003 - December 31, 2003</td>
<td>$1,400</td>
</tr>
</tbody>
</table>

The clothing allowance shall be used for replacement of uniform issue, cleaning and maintenance of uniform issue, and for purchase of optional uniform items. The clothing allowance shall be paid in two checks, the first check will be issued on the pay day closest in time to June 30 of the year and the second check will be issued on the pay day closest in time to December 31 of each year. Should an officer leave the department within 90 days after receipt of said clothing allowance, he shall return an amount proportionate to the portion of the year not served by the officer. An officer who does not work and is on leave due to a disabling condition for a period of twelve months or more shall not be eligible for the clothing allowance payment.

Should the Town at any time add to, change, modify and/or otherwise alter the aforesaid uniform list, the new uniform items shall be provided to each employee, at Town expense.
ARTICLE XIII

MEAL ALLOWANCE

On those occasions when an employee works twelve (12) continuous hours of duty (8 hours straight time and 4 hours overtime), the employee shall receive up to $7.50 for meal allowance upon submission of a receipt for a meal with a voucher which shall be submitted to the Department and paid on a quarterly basis. Effective January 1, 2001, an employee shall not be required to provide a receipt and shall continue to submit to the Department a completed voucher for payment of the claims for meal allowance payment.

ARTICLE XIV

VACATION

Vacation periods shall be taken between January 1 through December 31 and shall be based upon seniority as follows:

Section I: An employee in the bargaining unit who has accumulated between 1 and 5 years of service shall receive ten (10) work days as vacation time.

Section II: An employee in the bargaining unit who has accumulated between five (5) years and ten (10) years of service shall receive fifteen (15) work days as vacation time.

Section III: An employee in the bargaining unit who has accumulated more than ten (10) years of service shall receive twenty (20) work days as vacation time.

Section IV: The following vacation schedule shall apply to employees with more than fifteen (15) years of service:

   Effective with the employee's sixteenth (16th) year anniversary date, the employee shall be entitled to twenty-one (21) work days vacation time.

   Effective with the employee's seventh (17th) year anniversary date, the employee shall be entitled to twenty-two (22) work days vacation time.

   Effective with the employee's eighteenth (18th) year anniversary date, the employee shall be entitled to twenty-three (23) work days vacation time.

   Effective with the employee's nineteenth (19th) year anniversary date, the employee shall be entitled to twenty-four (24) work days vacation time.

   Effective with the employee's twentieth (20th) year anniversary date, the employee shall be entitled to twenty-five (25) work days vacation time.
Effective with the employee's twenty-first (21st) year anniversary date, the employee shall be entitled to twenty-six (26) work days vacation time.

Section V: An employee may carry over up to five (5) vacation days to the next calendar year. The carryover vacation days must be used in the carry over year and any such unused vacation time shall be forfeited if not used in the carry over year. An employee shall not accumulate carryover vacation time from year to year.

ARTICLE XV

HOLIDAYS

Section I: The following holidays shall be observed by the employees of the bargaining unit. If a holiday falls on a day off, it shall be compensated by a day's pay. If working on a holiday, it is compensated by double time pay.

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Labor Day</th>
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<tr>
<td>Martin Luther King Day</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>Lincoln's Birthday</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>Washington's Birthday</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Easter Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Election Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td></td>
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Section II: With respect to the observance of the holidays as set forth in Section I, the day which will be declared as a holiday by the State of New York or its substitute will be a day celebrated and recognized as a holiday for the purposes of this Agreement.

Section III: Pay for not working a holiday applies to a mutual or swap as long as you have the holiday OFF; 16 hours regular pay for holiday (scheduled day off) plus regular hours = 48 hours total regular pay, for forty (40) hour work week.

Pay for working a holiday, when scheduled to work said holiday; 24 hours regular pay plus regular hours = 56 hours total regular pay, for forty (40) hour work week.

Pay for working a holiday when not scheduled to work it, approved mutual or swap; 24 hours regular pay for holiday plus regular hours = 56 hours total regular pay, for forty (40) hour work week.

An employee who is scheduled to be OFF on the holiday but is called into work or requested to work the holiday (8 hour shift) will receive: 16 hours regular pay for the holiday PLUS 8 hours pay totaling 24 hours for the holiday workday, in addition to regular hours = 64 regular hours.

Inclusive of regular holiday pay, overtime worked on a holiday will be paid at a rate which in total equals three times the regular rate of compensation.
ARTICLE XVI

PERSONAL LEAVE DAYS

Section I: All employees will be allowed to receive a maximum of three (3) personal days per year. The personal leave entitlement for a new hire shall be prorated based on the employee's date of hire in the calendar year. (One personal leave day for each third of the year or part thereof that the employee works.) Personal leave is considered to be leave with pay for personal reasons. Such leave shall not be chargeable to vacation or sick leave credits. Substitution for, or extension of vacation or holidays, shall not be considered an acceptable reason for personal leave as herein defined. Such leave must be approved by the Chief of Police or his designee and shall be utilized at the mutual convenience of the Department and the employees.

Section II: Personal leave must be used in the year in which it is credited; unused personal leave time will be added to the employee's sick leave accumulation.

Section III: The PBA President or his designee shall be given eleven (11) days per year off with pay to attend meetings of the Police Conference of New York and/or the Annual Conference of the Police Conference of New York and to perform bona fide documented PBA business.

Section IV: If an employee does not use more than six (6) sick days in a calendar year then the employee will be granted an extra personal day for the following calendar year.

ARTICLE XVII

SPECIAL RATES OF PAY

Section I: Any employee who leaves the Department on an honorable basis, shall receive payment for all overtime and vacation time.

Section II: Any employee hurt in the line of duty shall receive unlimited sick time for physical injury, until such time as said employee is certified by a competent physician or the State of New York as permanently disabled or fit to return to work. The procedure attached hereto as Appendix B shall apply to the application for and determination of entitlement to the benefits of General Municipal Law section 207-c.

Section III: K-9 Officers will be paid two (2) hours overtime per week for grooming and care of animals.
ARTICLE XVIII
BEREAVEMENT LEAVE

In the event of death of a member of an employee's immediate family, said employee shall be granted up to four days paid leave. Immediate family is defined to mean husband, wife, son, daughter, brother, sister, father, mother, grandfather, grandmother, father-in-law, mother-in-law, grandchildren or a relative of the employee whose legal residence is that of the employee. Employees shall be allowed one day paid leave for the death of a member of the employee's extended family. Extended family is defined to mean grandmother-in-law; grandfather-in-law; sister-in-law; brother-in-law; aunt; uncle; cousin; son-in-law; and/or daughter-in-law. Such leave shall not be chargeable to vacation or sick leave credits.

ARTICLE XIX
SICK LEAVE

Section I: Sick leave shall be allowed at the rate of fifteen (15) days per year and shall be allowed to be accumulated in an amount not exceeding 200 days. An employee hired after January 1, 1996 will be allowed twelve (12) sick days per year.

An officer using sick leave is required to call to the Police Department to report his absence no later than one hour prior to the scheduled start of the tour of duty. An officer who fails to make the report of sick leave use at least one hour prior to the scheduled start of the tour shall be penalized with a loss of four (4) hours of sick leave (which is in addition to deductions from accumulated leave resulting from the absence from work). If an officer fails to provide the required one hour prior notice on more than one occasion in a twelve month period, the officer shall be penalized with a loss of eight (8) hours of sick leave on each such occasion (which is in addition to deductions from accumulated leave resulting from the absence from work). If more than three (3) consecutive days are missed because of illness a doctor's certificate may routinely be required while the employer will not routinely require a doctor's certificate if less than three (3) consecutive days are missed because of illness.

Section II: Sick leave will be pro-rated over the year as follows: Employees prior to 1996 - Four (4) sick days credited on January 1 and one per month thereafter. Employees hired January 1, 1996 will be credited one per month.

Section III: Effective January 1, 1993, an employee who leaves Police Department employment by reason of a service retirement, the award of a disability retirement pension by the Retirement System or the death of the employee shall be reimbursed for accumulated and unused sick leave based on the following schedule:
Amount of Accumulated and Unused Sick Leave Days | Per Cent of Current Daily Rate of Pay for Payment Computation
---|---
0 to 30 Days | 25% for each day in said bracket
31 to 60 Days | 30% for each day in said bracket
61 to 90 Days | 35% for each day in said bracket
91 to 120 Days | 45% for each day in said bracket
121 to 165 Days | 55% for each day in said bracket
166 to 200 Days | $20.00 per hour for each hour of accumulated, unused sick leave for each day in said bracket.

There shall be no reimbursement for accumulated sick leave in excess of 200 days.

Section IV: Effective January 1, 2000, an officer who uses zero (0) hours of sick leave in a twelve month calendar year shall receive a $500 bonus payment in the first pay period of the following year. An officer who uses sixteen (16) hours or less of sick leave in a twelve month calendar year shall receive a $200 bonus payment in the first pay period of the following year. This provision shall not apply to a police officer who is found entitled to GML 207-c benefits and absent from duty pursuant to GML 207-c status for a period of thirty (30) days or more during the calendar year.

ARTICLE XX

RETIREDMENT

The employer agrees to continue to provide the non-contributory retirement plan per Section 384 of the New York State Retirement & Social Security Law, i.e., A member of the Department with 25 years of service shall be entitled to retire from the Department at 50% of his final average salary. The employer shall provide the non-contributory retirement plan per section 384d of the New York State Retirement & Social Security Law, i.e. A member of the department with 20 years of service shall be entitled to retire at 50% of his final average salary.

The Town will provide the one year final average salary pension benefit set forth in Retirement and Social Security Law section 302(9)(d).

ARTICLE XXI

INSURANCE

Section I: The employer shall pay premium and any other costs for every employee under the State Empire Insurance Plan presently in effect in the Town of Newburgh. The Town shall continue the guaranteed Death Benefit offered under Section 360b of
the New York State Retirement and Social Security Law for all eligible employees of this bargaining unit.

Section II: If the employer so desires it may obtain identical coverage as contained in Section I of this Article for its employees so long as the conversion of such insurance or the insurance itself does not result in the employee incurring any cost. Such change shall be reviewed with the employees bargaining unit to insure that the new insurance coverage will provide identical benefits to the plan now in effect.

Section III: The employer shall provide a Dental Plan and an Optical Plan for the employee and family paid in full (CSEA Employee Benefit Fund). The above notwithstanding, should the cost of Dental and Optical exceed $550.00/year, the difference shall be paid by the employee. This provision will take effect as soon as possible after complete execution and ratification of the terms of this agreement.

Section IV: An employee may opt to decline and waive health insurance coverage provided by the Town where the employee has other health insurance coverage and in accordance with the terms set forth in Appendix C attached hereto. An employee who declines and waives health insurance coverage as provided in Appendix C shall receive thirty per cent (30%) of the savings in premium costs realized by the Town for each whole month the employee declines and waives health insurance coverage. The terms set forth in Appendix C shall apply to employee declination and waiver of health insurance coverage.

ARTICLE XXII

POLICE VEHICLES

Section I: Police vehicles are to be used on all authorized police business such as Grand Jury testimony, stake-out assignments, and court sessions. The Town will pay 28 cents per mile for actual approved use of a private car for travel to and from court for police business and police schools.

Section II: The Chief of Police shall request the Town Board to order new vehicles when vehicles reach mileage of 85,000 miles so that police vehicles will not be normally used for patrol when it reaches over 95,000 miles.

Section III: Upon reaching 85,000 miles, the police vehicles will be re-inspected pursuant to the New York State Vehicle and Traffic Law.
ARTICLE XXIII

SENIORITY

Section I: That the Police Department of the Town of Newburgh shall establish a list on the basis of seniority, and such list shall be reestablished effective January 1 of each year, said list to be posted at the Town Police Headquarters for a period of not less than thirty (30) days.

Section II: Any objection to the seniority list as established each year, shall be made to the Chief of Police within ten (10) days thereof and shall be considered in accordance with the procedure provided herein for adjudication of grievance.

Section III: The seniority shall be computed for each employee first by rank and time in rank and then from the date of appointment as police officer of the Town of Newburgh Police Department. An employee who has resigned for the purpose of attending school, serving in the armed forces of the United States of America or the State of New York, or due to reasons of illness in his immediate family and who thereafter been reinstated and reappointed within one (1) year of the date of his resignation shall be deemed to have maintained continuous service for the purposes of seniority, but shall not receive credit for any portion of the time he has spent away from active employment in the department.

Section IV: Subject to the provisions herein, an employee shall lose all seniority rights upon his voluntary resignation or upon his discharge for just cause. Any employee other than one who is covered under Section III of this article, whose service is terminated for any period and is thereafter reinstated or reappointed shall have his seniority computed from the date of his said reinstatement or reappointment.

ARTICLE XXIV

PROMOTION

Section I: Promotions shall be determined and regulated by Civil Service Law and Rules where applicable calling for the selection of one of the top three candidates, determined by competitive examinations and certified by the Civil Service Commission.

Section II: Each candidate for appointment or promotion is entitled to, and shall receive actual notice of the appointment to be made at a time prior to the public announcement of his designation of appointment or promotion.
ARTICLE XXV

PAY PERIOD

All employees in the bargaining unit shall be paid weekly. The payroll week shall be as determined by the Town.

ARTICLE XXVI

RETROACTIVITY

Except where otherwise stated, this agreement will be deemed to have been in full force and effect as of January 1, 2000.

ARTICLE XXVII

TOUR OF DUTY

Section I: The tour of duty for police officers and sergeants shall be four (4) days on duty and two (2) days off duty. The scheduled work day shall be eight (8) hours per day. During daylight savings time - standard time changeovers, employees shall be paid for an eight hour shift regardless of whether the employee has actually worked seven hours or nine hours as the case may be. Department work schedules shall be posted on quarterly basis, three days before the start of the quarter.

Section II: The tour of duty for Detectives and Youth Officers shall be Monday through Friday, with weekends and holidays off. The tour shall be a rotation of five (5) days on duty and two (2) days off duty, five (5) days on duty and two (2) days off duty, five (5) days on duty and two (2) days off duty and four (4) days on duty and three (3) days off duty.

The normal work day will be from 8:00 A.M. to 4:00 P.M. with the flexibility for the detective and youth officer to modify such hourly work schedule at his or her discretion and upon the approval of the Chief of Police or his designee. Under such circumstances detectives or youth officers will not be used in lieu of uniform personnel. The flexibility referred to herein shall also apply to tours of duty.

Section III: An employee's use of mutuals (swaps) is subject to approval by the Chief of Police, which approval shall not be unreasonably withheld.
ARTICLE XXVIII
MISCELLANEOUS CONDITIONS OF WORK

Section I: Employees in the bargaining unit shall not be required to perform custodial services at police headquarters.

Section II: Two police officers or one police officer and one court officer shall be present in the police vehicle when transporting prisoners. When more than three prisoners are to be transported in the transport vehicle, then two police officers must be present.

Section III: The Town and the Policemen's Benevolent Association shall work together cooperatively on the existing policemen's awards program.

ARTICLE XXIX
RESIGNATION AND DISCIPLINE

Section I: The following disciplinary procedure for incompetency or misconduct shall apply to all employees as provided herein in lieu of the procedure specified in the Civil Service Law Section 75 and 76.

Section II: Employee Rights

a. An employee shall be entitled to representation by the union or by an attorney at each step of the disciplinary procedure.

b. No employee shall be required to submit to an interrogation before a contemplated notice of discipline or request for resignation, or after a notice of discipline has been served upon him, unless he is notified in advance in compliance with the provisions hereinafter set forth and he is afforded the opportunity of having a union representative present and apprised in writing of all rights set forth herein.

c. No employee shall be requested to sign any statement regarding his incompetency or misconduct unless a copy of the statement is supplied to him and any statements or admissions signed by him without having been supplied to him may not subsequently be used against him.

d. No recording devices or stenographic or other record shall be used during an interrogation unless the employee is advised in advance that a transcript is being made and he is therefore supplied a copy.

Section III: Resignation. An employee who is advised that he is alleged to have been guilty of misconduct or incompetency and is therefor requested to resign shall be given a statement written on the resignation form stating:
a. That he has a right to consult a representative of the union or an attorney before executing the resignation and a reasonable period of time will be afforded for such purpose.

b. That he may decline the request to resign and that in lieu thereof, a notice of discipline must be served upon him before any disciplinary action or penalty may be imposed pursuant to the procedure provided in the Agreement between the Town and the Union.

c. That in the event a notice of discipline is served, he has the right to object such notice by filing a grievance.

d. That such disciplinary grievance procedure terminates in binding arbitration.

e. That the Agreement provides further that he would have the right to representative at every stage of the procedure; and

f. That he has the right to refuse to sign the resignation and that his refusal in this regard cannot be used against him in any subsequent proceeding.

Section IV: Disciplinary Procedure.

a. Where the appointing authority or his designee seeks the imposition of a written reprimand, suspension without pay, a fine not to exceed $100.00, reduction in grade or title, dismissal from service, or other disciplinary action, notice of such discipline shall be made in writing and served upon the employee. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served will contain a description of the alleged acts and conduct including reference to dates, times and places. The maximum fine penalty amount shall be increased to $300 and an employee may have up to 90 days to pay a fine which is imposed as disciplinary penalty.

b. The president of the Union shall be advised by registered or certified mail that the notice of discipline has been served.

c. The notice of discipline served on the employee shall be accompanied by a written statement that:

   (1) The employee has a right to object by filing a grievance within ten days.

   (2) The grievance procedure provides for hearing by an independent arbitrator at its final stage.

   (3) He is entitled to representation by the union or an attorney at every stage of the proceeding.
(4) No penalty can be implemented until the arbitrator's determination, if he objects, in accordance with this Article, a copy of which shall be supplied.

Notwithstanding any terms to the contrary stated above, in cases involving disciplinary penalties other than termination of service, demotion or suspension in excess of 30 days, the disciplinary penalty may be imposed at the Town Board step of the procedure. Disciplinary penalties of termination, demotion or long term suspension (over 30 days) shall not be imposed until after the arbitration step, as provided in the contract.

d. The penalty proposed, or such other penalty as directed by the arbitrator, may not be implemented (1) until the employee fails to file a grievance within 10 days; (2) fails to file a timely appeal as provided below; or (3) until and to the extent that it is upheld by the disciplinary arbitrator.

Notwithstanding any terms to the contrary stated above, in cases involving disciplinary penalties other than termination of service, demotion or suspension in excess of 30 days, the disciplinary penalty may be imposed at the Town Board step of the procedure. Disciplinary penalties of termination, demotion or long term suspension (over 30 days) shall not be imposed until after the arbitration step, as provided in the contract.

e. The notice of discipline may be the subject of a grievance before the department head and shall be filed by the employee within 10 working days of the notice of discipline. The employee shall be entitled to a meeting to present his position to the department head or his designee within 10 working days of the receipt of the grievance and a decision shall be rendered within ten working days of such meeting.

f. If the disciplinary grievance is not resolved at the department head level, it may be appealed to the Town Board within ten (10) working days of receipt of department head decision. The Town Board or its designee shall hold a hearing within ten (10) working days of notice of appeal to second stage. Notwithstanding any terms to the contrary stated above, in cases involving disciplinary penalties other than termination of service, demotion or suspension in excess of 30 days, the disciplinary penalty may be imposed at the Town Board step of the procedure. Disciplinary penalties of termination, demotion or long term suspension (over 30 days) shall not be imposed until after the arbitration step, as provided in the contract.

g. If the grievance is not resolved, it may be appealed to independent arbitration by filing a notice with the appointing authority within ten (10) working days of the receipt of the Town Board decision.

h. The independent arbitrator shall hold a hearing within ten (10) working days after selection and a decision shall be rendered within five (5) working days of the date of review or within five working days after receipt of the transcript if either party elects a transcript as provided in this Article.
i. The arbitrator's decision with respect to guilt or innocence, penalty or probable cause for suspension shall be final and binding upon the parties and he may approve, disapprove or take any other appropriate action warranted under the circumstances including but not limited to ordering reinstatement and back pay for all or part of a period of suspension. If the arbitrator upon review finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

j. The arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be binding and final.

k. A grievance may be settled at any stage of the disciplinary procedure. The terms of the settlement shall be agreed to in writing. An employee executing such a settlement shall be offered a reasonable opportunity to have his attorney or a union representative present before he executes such a settlement. The President of the union shall be advised of the settlement within 48 hours.

l. Prior to exhaustion or institution by an employee of the discipline procedure, such an employee may be suspended without pay only if the appointing authority determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. Such determination shall be reviewable by the arbitrator in accordance with subdivision "g" of this section to determine whether the appointing authority had probable cause. The President of the union will be notified in writing within 48 hours of any such suspension. A notice of discipline shall be served in accordance with subdivision "a" of this section no later then 72 hours following any such suspension.

m. The parties shall jointly agree within 60 days of the execution of this Agreement on a panel or regional panels of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and in the event of a disciplinary arbitration, the first available arbitrator in order shall serve as the arbitrator.

n. All fees and expenses of the arbitrator, if any, shall be divided equally between the appointing authority and the union or the employee if not represented by the union. Each party shall bear the costs of preparing and presenting its own case. The estimated arbitrator's fees and estimated expenses may be collected in advance of the hearing.

o. Either party wishing a transcript at a disciplinary arbitrator's hearing may provide for one at its own expense and shall provide a copy to the arbitrator and the other party.

Section V: Applicability. This entire disciplinary procedure shall apply to all persons who would be subject to Section 75 and 76 of Civil Service Law.
Section VI: Command Discipline.

1. Notwithstanding anything to the contrary set forth above, command discipline may be imposed on an employee by mutual election of the employee and the Chief.

2. The maximum penalty that may be imposed as command discipline shall be thirty-two (32) hours. The hours imposed as penalty may be deducted from accumulated, unused vacation time; accumulated, unused personal leave; accumulated, unused non-FLSA overtime. The method or combination of hours shall be decided by the employee and the Chief.

3. The employee shall continue to have the right, as set forth above, to PBA representation or legal representation before accepting command discipline.

4. The employee shall continue to have the right to refuse command discipline and to use the procedure that applies to disciplinary matters set forth in Sections I through IV above.

ARTICLE XXX

GRIEVANCE PROCEDURE

All alleged grievances will be settled amicably where possible and informal avenues of relief will be fully utilized before the formal grievance procedure provided herein will be employed. For purposes of the contractual grievance procedure, the term grievance shall mean a claim of violation or misinterpretation of the collective bargaining agreement or of any term and condition of employment. In the event a grievance is not resolved informally, the following procedure shall apply.

A. Employee/Union Grievances.

STEP 1. A grievance shall be reduced to writing and presented by an employee to the Union within ten (10) calendar days of its occurrence or within ten (10) calendar days of when the employee first had knowledge or reasonably should have had knowledge of its occurrence. If the Union deems the grievance to be meritorious, it shall thereafter present the same to the Chief of Police within ten (10) calendar days of the receipt of same from the unit employee.

In the event that the grievance concerns a group of employees (Union grievance), the grievance shall be reduced to writing and presented by the Union to the Chief of Police within ten (10) days of its occurrence or within ten (10) days of when the Union first had knowledge of its occurrence or reasonably should have had knowledge of its occurrence.

STEP 2. The Chief of Police shall within ten (10) calendar days of receipt of a written grievance, present a response in writing to the Union.
STEP 3. If the Chief’s response is not satisfactory to the Union, the Union shall within ten (10) days of the receipt of the Chief’s response present the grievance, the Chief’s response and any reply thereto, to the Town Board.

The Town Board shall within ten (10) calendar days of receipt of any such grievance, present a response in writing, to the Union.

STEP 4. If the Town Board’s response is not satisfactory to the Union, the Union shall within ten (10) days of the receipt of the Board’s response request the New York State Public Employment Relations Board to arbitrate the dispute, pursuant to PERB’s Voluntary Resolution of Disputes Procedure. The Arbitrator’s decision shall be final and binding upon the Town, the Union and unit employees.

The Arbitrator will have no power to amend, modify add to, or delete any provision of this agreement.

Expenses for the Arbitrator’s services shall be shared equally by the parties. Each party, however, shall be responsible for the expenses of its own witnesses. Either party may request that a transcript be made at its own expense, and if made, shall supply the Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Town and the Union, by mutual agreement, in writing.

B. Town/Department Grievance.

The Town and/or Police Department shall have the equal right to present and process a grievance in accordance with the provisions of Section A above. The Town shall have ten (10) calendar days from the Chief’s first having knowledge of its occurrence, or reasonable should have had knowledge of its occurrence, within which to submit the same to the Union. The Union will then have ten (10) calendar days within which to respond to the Town in writing. Should the Union response not satisfactorily resolve the grievance, the Town shall then have 10 calendar days from receipt of the Union’s written response within which to request the New York State Public Employment Relations Board to arbitrate the dispute, pursuant to PERB’s Voluntary Resolution of Disputes procedure.

The Arbitrator’s decision shall be final and binding upon the Town and the Union.

The Arbitrator will have no power to amend, modify add to, or delete any provision of this agreement.

Expenses for the Arbitrator’s services shall be shared equally by the parties. Each party, however, shall be responsible for the expenses of its own witnesses. Either party
may request that a transcript be made at its own expense, and if made, shall supply the Arbitrator with a copy without charge.

Time limits within which a particular grievance has to be processed and/or responded to may be extended by the Town and the Union, by mutual agreement, in writing.

ARTICLE XXXI
SAVINGS CLAUSE

Section I: If any article or part thereof of this agreement or any addition thereto should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of law, the remaining articles of the agreement or any addition thereto shall not be affected.

Section II: If a determination or decision is made as per Section I of this article, the original parties to this agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XXXII
DURATION

Section I: This agreement shall be deemed to have been in effect as of January 1, 2000, and shall continue in force and effect until December 31, 2001.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative this 19th day of April, 2001.

THE TOWN OF NEWBURGH
BY: GEORGE R. BUCCI, JR., SUPERVISOR

THE TOWN OF NEWBURGH POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
BY: ROBERT DETORO, PRESIDENT

Witnessed:

21
### APPENDIX A

**TOWN OF NEWBURGH AND TOWN OF NEWBURGH PBA**

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**Note:** The Sergeant Salary rate at the time of promotion shall be the greater of either the amount stated as the starting Sergeant rate or $1,500 more than the annual salary the employee received at the patrol officer step prior to promotion to Sergeant.

Detectives and Youth Officer shall receive an increment of 5% more than the employee’s base salary during the time of such assignment.
APPENDIX B

GML Section 207-c Procedure

Section 1

This policy is intended to provide a procedure to regulate both the application for, and the award of, benefits under section 207-c of the General Municipal Law (GML). This policy is not intended to limit or eliminate any additional requirements or benefits regarding section 207-c set forth in the statute or caselaw, or the Department's rules and regulations.

Section 2

A member shall notify the Officer on Duty as soon as possible of any injury in the performance of his duties or sickness as a result of the performance of duties which necessitates medical or other lawful remedial treatment. Said injury or sickness which renders a member unable to perform his duties shall hereafter be referred to for purposes of this procedure as a GML 207-c disability.

Section 3

Application for GML 207-c benefits for a member of the Department may be made by the member, the Chief, the Chief's designee, or some other person acting on behalf of and authorized by such member.

Section 4

An application shall be deemed "untimely" unless it is received by the Chief within ten (10) days after the date of the disabling injury or sickness or within ten (10) days after the member discovers, or should have discovered, the disabling injury or sickness. The Chief may, in his discretion, excuse the failure to file the application within the ten day period upon a showing of good cause, such as in cases where the member is hospitalized and unable to submit an application.

Section 5

The application must be made in writing on the form provided by the Chief. A sample copy of the form is attached to this procedure.

Section 6

After the filing of said application, the applicant shall submit to one or more medical examinations as may be directed by the Chief. The cost of medical examinations directed by the Chief shall be at the expense of the Town.
Section 7

The Chief shall have exclusive authority to initially determine the applicant's eligibility for benefits under GML section 207-c. He shall immediately inquire into the facts of each application, and to that end shall have full authority and power to: (1) employ experts and specialists; (2) require the attendance of the applicant and all other witnesses for testimony at reasonable times and upon reasonable notice; (3) require the applicant to sign forms for release of medical information with respect to the applicant; (4) require the production of all books, papers, documents and other records pertaining to such injury; and (5) do all that may be necessary or advisable in the processing of such application. If a member is working and is required to attend a meeting with the Chief at a time other than during the member's regularly scheduled tour hours, the member shall be paid for his time at the meeting with the Chief in accordance with the terms of the contract.

Section 8

Pending the determination of an application, time off taken by the applicant and alleged to be attributable to the injury or sickness which gave rise to the claim of disability shall be charged to sick leave.

Section 9

The Chief shall render a written decision on the application for benefits within ten days after receipt of all necessary information as indicated in section 7 above. A copy of the decision shall be mailed to the applicant at the address specified in the application and to the Union or other representative designated by the applicant. If the Chief does not render a decision within the ten day time period, the applicant may proceed to the next step of this procedure.

Section 10

If the decision is that the applicant is eligible for disability benefits under GML 207-c, then the applicant shall be so categorized and pursuant thereto shall have, retroactively, his status changed from sick leave to injury leave. Such injury leave benefits shall continue so long as the applicant remains eligibly disabled or until such time as otherwise provided by law.

Section 11

If the decision of the Chief is that the applicant is not eligible for such injury leave benefits, then at any time within ten (10) days after the mailing of such decision, the applicant or his representative may serve a written demand on the Town Supervisor for a hearing and further evaluation of the application. The demand shall contain a statement of the reasons why the applicant believes further evaluation of the application and a hearing is needed.
Section 12

In connection with the proceedings herein, a hearing officer shall be appointed by the Town Supervisor. The hearing officer shall not be an employee of the Town. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the hearing officer. A copy of the record of the proceeding shall be furnished to the applicant or his representative without charge. After the hearing, the hearing officer shall submit his recommendations to the Town Supervisor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his representative, if any. The Town Supervisor shall make a written decision within ten (10) days of receiving the hearing officer's recommendation. The Supervisor's decision shall be subject to review only as provided in Article 78 of the CPLR and not pursuant to Article 75 of the CPLR.

Section 13

An individual who is receiving benefits under GML 207-c shall not engage in outside employment.

REVIEW OF DISABILITY

Section 14

(a) The Chief may periodically review cases of members receiving injury leave benefits for the purpose of determining whether the individual continues to be entitled to disability benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) An individual who is receiving benefits under GML 207-c shall immediately notify the Chief of a change in condition which enables him to return to normal duty or renders him available for light duty assignment. Failure to so notify the Chief shall constitute grounds for terminating benefits under GML 207-c and/or for disciplinary action.

(c) When in the opinion of the individual's own doctor, or a physician appointed for that purpose by the Town, that a member on injury leave is able to perform light duty, the Chief shall order the member to report for such available light duty at a specified date and time by mailing said notice to the member at the address provided in the application.

Section 15

If an individual receiving GML 207-c benefits refuses or fails to appear for available light duty assignment, contrary to the Chief's orders, payment of the full
amount of his regular salary or wages shall be discontinued as of the date specified in said order for the individual to return to work. The discontinuation of GML 207-c benefits shall be subject to review as provided in Section 17 of this procedure.

Section 16

If the Chief finds reasonable grounds to believe that a recipient of GML 207-c benefits is no longer or was never eligible for GML 207-c benefits, the Chief shall notify the recipient of the intention to terminate said benefits, the reasons therefor and the effective date of the termination of GML 207-c benefits. Said notice of termination shall be served by mail.

Section 17

If the individual disagrees with the decision to discontinue or terminate GML 207-c benefits, he may serve upon the Town Supervisor, within ten (10) days after the mailing of the Chief's notice, a written appeal and demand for a hearing to review the determination, specifying the basis for the demand. After the service of such demand, the Town Supervisor shall appoint a hearing officer who shall forthwith schedule and hold a hearing upon such appeal at which time the individual may be represented. Upon such hearing, the Town shall have the burden of proof by a preponderance of the evidence that such individual is no longer or has never been eligible for GML 207-c benefits. The hearing officer shall not be an employee of the Town. Prior to the commencement of the hearing, each party shall provide the other with a copy of medical records and reports it intends to present to the hearing officer. A copy of the record of the proceeding shall be furnished to the applicant or his representative without charge. After the hearing, the hearing officer shall submit his recommendations to the Town Supervisor within thirty (30) days setting forth the basis of such recommendation. A copy of the recommendation shall be mailed to the applicant and his representative, if any. The Town Supervisor shall make a written decision within ten (10) days of receiving the hearing officers recommendation. Such decision shall be subject to review only as provided in Article 78 of the CPLR and not pursuant to Article 75 of the CPLR.

Section 18

Consistent with the provisions of Section 207-c of the General Municipal Law, the Chief shall have the right to apply for an accidental disability retirement pension and for a line of duty disability retirement pension benefits from New York State under the Retirement and Social Security Law, notwithstanding the applicant's failure or refusal to do so.

Section 19

Any claim of violation, misapplication, or misinterpretation of the terms of this procedure may be reviewed under the contractual grievance arbitration procedure, provided however, that the Arbitrator shall have no authority to hear evidence on, and
shall not render an opinion and award which affects, a member's entitlement or lack of entitlement to the benefits of General Municipal Law section 207-c.

Section 20

In the event that any article, section or portion of this procedure is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific article, section or portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. Upon the issuance of a decision invalidating any article, section or portion of this procedure, either party shall have the right immediately to reopen negotiations with respect to a substitute for such invalidated article, section or portion of this procedure.
SAMPLE COPY

TOWN OF NEWBURGH

POLICE DEPARTMENT

APPLICATION FOR GML SECTION 207-c
DISABILITY BENEFITS

Name of Applicant: ________________________________ Date: ______________

Name of Party Submitting Application: __________________________ Date: __________

I HEREBY APPLY FOR BENEFITS UNDER GML SECTION 207-c OF THE GENERAL MUNICIPAL LAW BASED ON THE FOLLOWING:

A) Injury Sustained In the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the injury including the date, time and place where the injury occurred; include the name and rank of other members who may have witnessed the incident; a brief description of the nature and extent of the injury; and list the name and address of medical care providers (including hospitals) who may have treated you to-date. Attach any available documents with information relevant to the injury.)
B) Sickness As a Result of the Performance of Duty

(In the space provided or on additional sheets if necessary, set forth to the best of your ability information about the sickness including the date, time and place where the sickness in performance of duty occurred; include the name and rank of other members who may have witnessed the incident; a brief description of the nature and extent of the sickness; list the name and address of medical care providers (including hospitals) who may have treated you to-date. Attach any available documents with information relevant to the sickness).

I SUBMIT THIS APPLICATION PURSUANT TO THE POLICY AND PROCEDURE GOVERNING THE APPLICATION FOR AND THE AWARD OF BENEFITS UNDER SECTION 207-c OF THE GENERAL MUNICIPAL LAW. THE STATEMENTS CONTAINED IN THIS APPLICATION ARE, TO THE BEST OF MY KNOWLEDGE, ACCURATE AND TRUE.

(Signature of Applicant) ______________________ (Date) __________

-OR-

(Signature of Party Authorized per Section 3 of Procedure) ______________________ (Date) __________
The decision on my application should be mailed to me at the following address:

and to my representative:

Application Received By:

(Signature of Person Authorized To Receive Application) (Date)
MEDICAL RELEASE

I hereby authorize any hospital, physician, chiropractor or other health care provider who has attended, examined or treated me, for the injuries I sustained on ____________________ , for which I am seeking GML § 207-c benefits, to release to the Town of Newburgh such records you have in your possession or control that are relevant to the diagnosis and/or treatment for my disabling condition. Any hospital, physician, chiropractor or other health care provider who releases any of my records hereunder is to provide me with a true and complete copy thereof, simultaneous with the release of the record to the Town. This release shall expire ninety (90) days after the date set forth below, or sooner if notified in writing by me.

_________________________________________  ____________________________
Signature of Applicant                        Date

_________________________________________
(Type or Print Name)

STATE OF NEW YORK  )
 ) ss:
COUNTY OF

On the __ day of _____________, 20__, before me personally came
__________________________________ and appeared to me known and known to me to be the individual described in and who executed the foregoing instrument, and who duly acknowledged to me that he executed the same.

_________________________________________
Notary Public
Appendix C

Health Insurance Waiver

The parties agree to provide for an optional buy-out of health insurance coverage by an individual member of the bargaining unit. The buy-out of health insurance coverage shall provide that an Employee who is covered by another health insurance plan may notify the [name of Town office or official] on or before December 18th for the succeeding calendar year in writing on a form provided by that office, that he/she is electing to decline and waive all or part of the health insurance coverage provided by the Town for which the Employee is then eligible and entitled to receive during the next twelve (12) month period.

An Employee who declines and waives health insurance coverage as provided above shall receive 30% of the savings in premium costs realized by the Town for each whole month the Employee declines and waives health insurance coverage. The Employee shall receive the accumulated payment as calculated above on or before January 30th of the following year.

It is further agreed by the parties that any Employee who elects to receive a cash payment hereunder may, at any time during the twelve (12) month period for which the Employee has declined and waived health insurance coverage, send written notice to the [name of Town office or official] that he/she wishes to resume health insurance coverage by the Employer's carrier. The parties recognize and agree that the effective date of the Employee's re-establishment of health insurance coverage shall be as provided by the Employer's health insurance carrier. The Employer agrees to notify its health insurance carrier as soon as possible of the Employee's decision to re-establish health insurance coverage.

Waivers hereunder shall be valid for a maximum of twelve (12) months. In the event an employee fails to complete and file the forms necessary for resumption of health insurance coverage, the employee's waiver of health insurance coverage shall continue until the appropriate forms are completed and filed by the employee. In all cases, resumption of coverage shall be made effective as determined by the Town's health insurance carrier. Attached hereto and made a part hereof are forms to be used for purposes of waiver of health insurance coverage.
REQUEST TO DECLINE AND WAIVE HEALTH INSURANCE COVERAGE

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

   Name of Plan:

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

   Subscriber Number: ________________________________

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

2. I request to decline and waive the following Town provided health insurance coverage:

   ☐ Individual Coverage.

   ☐ Dependant (Family) Coverage, but I will retain individual health insurance coverage.

   ☐ Dependant (Family) Coverage, and I will not retain any individual health insurance coverage.

3. In making this request I understand and agree that I and/or my dependents will not be eligible, except as indicated above, for Town provided health insurance coverage for which I and/or my dependents are now eligible for the period January 1, 199 through December 31, 199. Notwithstanding anything to the contrary in this form, I understand and agree that I may apply on the appropriate form(s) to the [name of Town office or official] at any time during the waiver period to re-establish Town provided health insurance coverage and that the effective date for resumption of Town provided health insurance coverage is subject to and conditioned on the requirements of the Town's health insurance carrier. I hereby acknowledge that I have been advised by the [name of Town office or official] as to the health insurance carrier's present requirements for resumption of health insurance coverage and I understand that those requirements may be changed at any time by the health insurance carrier.
4. I understand and agree that I will be compensated by the Town for my waiver of health insurance coverage in accordance with the applicable terms of the collective bargaining agreement between the Town and the Town of Newburgh PBA.

5. I understand and agree that my waiver of health insurance coverage shall remain in effect unless I apply on the appropriate form to the [name of Town office or official] to discontinue the waiver of health insurance coverage. I understand and agree that the waiver of coverage shall continue until I complete and file with the Town the necessary forms to re-establish the health insurance coverage provided by the Town in accordance with the requirements of the Town's health insurance carrier. The effective date of re-establishment of my health insurance coverage shall be as provided by the Town's health insurance carrier. Upon resumption of my health insurance coverage, the compensation I have received in connection with waiver of health insurance coverage shall cease in accordance with the terms of the PBA collective bargaining agreement.

DATED:

Signature: ________________________________
Print name:

cc: ____________________________, President
   Town of Newburgh PBA

ACCEPTED FOR THE TOWN OF NEWBURGH:

By: ________________________________ Dated: ______________________
TOWN OF NEWBURGH

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, ________________________________, hereby request re-establishment of Town provided health insurance which I had previously received from the Town of Newburgh. I have attached a completed New York State Health Insurance Transaction Form which is required by the health insurance carrier.

2. I understand and agree that the effective date for resumption of Town provided health insurance coverage is subject to and condition on the requirements of the Town's health insurance carrier.

3. I understand and agree that the compensation which I have received in connection with waiver of Town provided health insurance coverage will be terminated in accordance with the applicable terms of the collective bargaining agreement between the Town and the Town of Newburgh PBA.

DATED:

Signature: ________________________________
Print name:

cc: ____________________, President
   Town of Newburgh PBA

ACCEPTED FOR THE TOWN OF NEWBURGH:

By: ________________________________ Dated: