AGREEMENT

between

TOWN OF GOSHEN

and

TOWN OF GOSHEN
POLICE BENEVOLENT ASSOCIATION

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012
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PREAMBLE

This Agreement made and entered into this 8th day of August, 2012 by the Town of Goshen (hereinafter referred to as "Employer") and the Town of Goshen Police Benevolent Association (hereinafter referred to as "PBA").

It is the mutual policy and intent of the parties to this Agreement to:

1. Maintain a harmonious and cooperating relationship between the Town of Goshen and its employees in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.

2. To promote fair and reasonable working conditions.

3. Comply with the New York State Public Employees' Fair Employment Act.

ARTICLE 1

RECOGNITION, MEMBERSHIP DUES DEDUCTION, AGENCY SHOP FEE AND OTHER DEDUCTIONS

1.1 Recognition

The Employer recognizes the PBA as the sole and exclusive bargaining agent and representative with unchallenged representation status for the maximum period allowed by law for all full and part-time police officers, excluding the Chief of Police.

1.2 Application of Collective Bargaining Agreement

This Agreement shall apply to police officers within the bargaining unit as defined in Section 1.1 above.

1.3 Membership Dues Deduction

Upon written authorization of the employee concerned, but no later than the first week of employment, or until the affected employee subsequently revokes the authorization, in writing, to both the Employer and PBA, the Employer shall deduct membership dues from the employee's payroll check, as specified in the authorization. The Employer shall forward all dues deductions to the PBA no later than five (5) calendar days after the pay period in which the deductions occurred.

The PBA shall notify the Employer, in writing, the established dues for deduction, and changes, as they occur.
1.4 Agency Shop Fee Deduction

The Employer agrees to deduct from the wages of an employee who does not provide written authorization for dues deduction as set forth in Section 1.3 herein, who is not a member of the PBA, but is represented by the PBA for the purpose of collective bargaining, an Agency Shop Fee in the amount equivalent to the amount of dues payable by a member of the PBA, provided that the PBA establish and maintain a procedure providing for the refund to any employee demanding the return of any or part of such Agency Shop Fee, deductions which represent the employee's prorated share of the expenditures by the PBA in aid of activities or causes incidentally related to terms and conditions of employment. The Employer shall forward all Agency Shop Fee deductions to the PBA no later than five (5) calendar days after the pay period in which the deductions occurred.

The PBA shall notify the Employer, in writing, the established Agency Shop Fee for deduction, and changes, as they occur.

1.5 Other Deductions

The Employer, upon written authorization of the employee concerned and unless the employee subsequently rescinds the authorization, agrees to permit deduction from the employee's payroll check for:

a. Insurance premiums for home, automobile, accident and life insurance coverage sponsored by the PBA or affiliate.

It is further agreed and understood that, notwithstanding anything else to the contrary, such deductions must comply with appropriate law and function, within the present capacity of the system, and not require purchase of new equipment or software.

ARTICLE 2

PBA OBLIGATIONS, RIGHTS AND RESPONSIBILITIES

2.1 Affirmation Not to Strike

The PBA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike. The PBA further agrees that it shall not cause or sanction either directly or indirectly, any strike or other stoppage or slowing down of work.

2.2 PBA Officers

The PBA shall forward to the Employer a list of the names and titles of its officers and representatives, plus changes as they occur.
2.3 PBA Bulletin Board

There shall be a designated bulletin board or a reasonable section thereof, for use by the PBA. All PBA notices must be signed by the appropriate PBA officer. All notices must bear the date of posting and date of removal and be removed promptly when they have served their purpose. The Employer has the prerogative to remove material not meeting the requirements as stated herein.

2.4 Discrimination

No employee designated pursuant to this Article shall be discriminated against in any way by the Employer due to work performed on behalf of the PBA and its unit members.

2.5 Labor/Management

Authorized spokespersons for the Employer and PBA shall meet at the request of either party, to discuss questions or differences of opinion concerning the administration of this Agreement or other terms and conditions of employment. The request shall be in writing, addressed to the Town Supervisor or designated representative, or PBA President or designated representative, at their respective addresses, and shall contain a statement of the specific subject matter or matters to be reviewed.

The labor/management meeting shall be scheduled by mutual agreement before the time limit to file a grievance may be required, as set forth in Article 10 - Grievance Procedure. The parties may agree to extend the time limits in the event a grievance may be required, as contained within the Grievance Procedure, in order to resolve the subject matter as stated in the written request.

Any agreement or understanding reached between the parties shall be reduced to writing and signed by an authorized representative of each party and attached and made a part of this Agreement.

ARTICLE 3

RIGHTS OF THE EMPLOYER

3.1 Rights and Responsibilities

Except as limited by the terms and conditions of employment, the rights and responsibilities of the Employer are as follows:

a. To determine the standards of service to be offered by its offices, agencies and departments;

b. To direct its employees;
c. To hire, promote, assign and retain employees, and to suspend, demote, discharge or take disciplinary action against employees;

d. To relieve employees from duties due to lack of work, or for other legitimate reasons;

e. To determine the methods, means and personnel by which such operations are to be conducted;

f. To take appropriate action(s) that may be deemed necessary to carry out the mission of the department to the extent permitted by law.

ARTICLE 4

WORKDAY, WORKWEEK, WORK SCHEDULE, OVERTIME, CALL IN PAY AND OUT OF TITLE PAY

4.1 Workday - Workweek - Work Schedule

The workday for all full-time employees shall be eight (8) hours, not to exceed forty (40) hours in a workweek, including a paid meal period, during their shift.

All full-time employees assigned to road patrol shall rotate from the “A” line (12:00 midnight to 8:00 a.m.) to the “C” line (4:00 p.m. to 12:00 midnight) to the “B” line (8:00 a.m. to 4:00 p.m.) based on 4 consecutive days on, followed by 2 consecutive days off, and repeat the cycle, with rotating days off backwards, or based on 5 consecutive days on, followed by 2 consecutive days off followed by 5 consecutive days on followed by 3 consecutive days off, with rotating days off forward, as set forth in Schedule “A”, attached hereto and made a part of this Agreement. The actual work schedule shall be agreed to by the Chief of Police and PBA. All full-time employees scheduled to work less than forty (40) hours in any workweek based on the work schedule set forth herein shall be paid for forty (40) hours.

The School Resource Officer (SRO) shall be a full-time employee who volunteers and completes all training required for the position. The SRO’s workweek shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., and shall receive the equivalent number of “work schedule adjustment days” off each year in recognition of the patrol work schedule. The “work schedule adjustment days” shall not be cumulative from year to year and shall be taken with the prior approval of the Chief of Police, which shall not be unreasonably denied. The SRO’s use of paid leave (i.e., vacation, work schedule adjustment days, personal leave, etc.) shall not impact or deny time off of those in the patrol work schedule. The SRO shall use his/her vacation during the period of time when the school is closed and not in session. In the event the school is closed and the SRO has no duty to perform at the school, he/she shall report to and work the “B” line (8:00 a.m. to 4:00 p.m.) on patrol. The SRO shall be in full uniform when on duty.
The work schedule for a full-time employee who is without Municipal Police Training Council (MPTC) Academy certification and is attending the training academy shall be scheduled Monday through Friday with Saturday and Sunday off until completion of the academy. Thereafter, the employee shall undergo training as set forth herein. The shift assignment shall be the academy schedule on any given day attendance is required. (Example: 9:00 a.m. to 5:00 p.m. or 12:00 noon to 8:00 p.m.) In the event there is no instruction at the academy on any given day, that employee shall report for work on the "B" line shift set forth herein at the police department. The employee shall not be required to be on road patrol or any other police related duty alone without the supervision of another full-time employee being with the employee who is attending the academy.

When a full-time employee is newly hired by the Employer or completes the required MPTC Academy training, he/she will undergo a period of training. The training will consist of rotating, with the same days off, among the shifts above with a Field Training Officer (FTO) and, if no FTO, a senior full-time employee during the training period. The Chief of Police will designate the initial shift of the new hire for the training period.

If the new hire is an experienced officer (defined as one (1) full year of experience after completion of police academy training), the training schedule will be one (1) week each shift, for a total of three (3) weeks. If the Chief of Police determines that more training is required, the Chief of Police may require up to an additional three (3) weeks of training following the same rotation schedule.

If the new hire is not an experienced officer, the training schedule will be four (4) weeks each shift, for a total of twelve (12) weeks. However, if, at the conclusion of the twelve (12) weeks, the Chief of Police determines that more training is required, the Chief of Police may require up to an additional eight (8) weeks of training, consisting of two (2) weeks on each shift.

Notwithstanding the above training schedule, the Chief of Police may cease or require additional training at any time, or forego training when, based upon performance and/or experience, the new hire has demonstrated that he/she is adequately trained.

The workday for part-time employees shall be scheduled for eight (8) hour shifts, and in the event the part-time employees are not available to fill the shift(s), the Chief of Police can request volunteers to be scheduled beyond the eight (8) hours, but in no event can they exceed a twelve (12) hour shift.

4.2 Overtime Payment and Overtime Distribution

Work in excess of eight (8) hours in any day or forty (40) hours in a workweek shall be considered overtime for all employees.

Overtime shall be authorized in advance by the Chief of Police or those so designated, when possible.

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The Employer agrees to pay overtime to all employees at the rate of one and one-half times (1.5X) the employee's applicable hourly rate, inclusive of longevity, if applicable. Overtime shall be calculated and paid in one-quarter (¼) hour increments as follows:

1 through 15 minutes - one-quarter (¼) of an hour
16 through 30 minutes - one-half (½) of an hour
31 through 45 minutes - three-quarters (¾) of an hour
46 through 60 minutes - one (1) hour

At the employee's option, he/she shall be entitled to either be paid for the overtime, or elect compensatory time in lieu of payment. The election of payment or compensatory time shall be provided to the Chief of Police or designee at the time worked. The compensatory time shall be earned at the same rate as set forth above, up to a maximum of eighty (80) hours. All requests for compensatory time off shall be made at least seven (7) calendar days prior to the date(s) requested to the Chief of Police or designee.

The Employer shall implement the following overtime distribution procedure using a combined rotating seniority list of all full and part time employees based on their date of hire with the Employer, which shall include any prior credited post academy service as set forth in Article 12.

**Canvass Procedure**

Each employee shall provide the Chief of Police or designee with a specific number to be contacted for overtime. A list of the date and time of all calls shall be maintained by the police department of those canvassed, and whether or not they accepted, declined, or did not respond to the canvass call. Each employee shall have five (5) minutes to return the canvass call made to the number provided to the Chief of Police or designee. In the event the employee does not return the canvass call, it shall be deemed a declination and the next employee on the overtime list shall be canvassed and so on. In the event a tour of duty cannot be covered for the full eight (8) hours, the tour of duty can be split into two (2) four (4) hour blocks with the employees.

**Successive Shifts Work**

No employee shall be required to work and fill a vacancy in a tour of duty in the event that employee would then be working more than sixteen (16) consecutive hours, except in the event of a declared emergency pursuant to law.

No part-time employee shall be required or ordered to work in the event it interferes with reporting to and working his/her primary employment.

All paid leave taken shall be considered as hours worked for the computation of overtime.
4.3 Call In Pay

All full-time employees who are “Called In” and report for work before or after their regularly scheduled day of work shall be guaranteed a minimum of three (3) hours of overtime pay, to be compensated as provided for in this Article. The guarantee shall not apply to work which immediately follows a normal work day or shift.

This guarantee shall also apply to a “Call In” on the employee’s day of rest (pass day/day off) or on a Holiday enumerated in this Agreement, or, when the affected employee is not scheduled to work.

All part-time employees who are “Called In” and report for work before or after their regularly scheduled day of work shall be guaranteed a minimum of three (3) hours of regular pay. In the event those hours exceed forty (40) hours, the part-time employee shall be compensated as provided for in this Article.

This guarantee “Call In” shall also apply to a part-time employee who is not regularly scheduled to work.

4.4 Out of Title Pay

The senior full-time employee on a tour of duty without a Sergeant, and in the event only part-time employees are working, the senior part-time employee on a tour of duty without a full-time employee or Sergeant, or an employee who is assigned and left in charge of the Police Department in the absence of the Chief of Police shall be paid an additional amount over and above his/her Base Wage hourly rate for Out of Title pay according to the following schedule:

1/1/09
+$6.50/hr

Effective September 1, 2010, the senior full-time employee on any tour of duty without a Sergeant, or Chief of Police working the “B” line, and in the event only part-time employees are working, the senior part-time employee on any tour of duty without a full-time employee, or Sergeant, or Chief of Police working the “B” line, or an employee who is assigned and left in charge of the Police Department in the absence of the Chief of Police shall be paid an additional amount over and above his/her Base Wage hourly rate for Out of Title pay according to the following schedule:

9/1/10 1/1/11 1/1/12
+$7.00/hr +$7.50/hr +$8.00/hr

An employee who is assigned and left in charge of the Police Department, in the absence of the Chief of Police, shall be assigned to the “B” line as set forth in Section 4.1 herein and work Monday through Friday during that period of time.
An employee who is named as an Investigator by the Chief of Police shall be paid according to the following schedule over and above his/her Base Wage Hourly Rate for all hours worked:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/09</td>
<td>$5.25/hr</td>
</tr>
<tr>
<td>1/1/10</td>
<td>$5.75/hr</td>
</tr>
<tr>
<td>1/1/11</td>
<td>$6.25/hr</td>
</tr>
<tr>
<td>1/1/12</td>
<td>$6.75/hr</td>
</tr>
</tbody>
</table>

The Investigator(s) shall not work more than a twenty (20) hour workweek, outside of patrol duties, which hours of work are to be mutually agreed upon with the Chief of Police. The employee may work a patrol schedule in the event he/she is not on an Investigator(s) schedule.

ARTICLE 5
LEAVES WITH PAY

5.1 Vacation Accumulation

An employee working less than one (1) calendar year will be pro-rated at one (1) day per month from January 1st to May 31st. An employee hired after May 31st will not be entitled to a vacation during that calendar year. Thereafter, an annual vacation with pay shall be granted to all full-time employees in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Starting 2 years through 4 years</td>
<td>80 hours (10 work days) per year</td>
</tr>
<tr>
<td>Starting 5 years through 8 years</td>
<td>120 hours (15 work days) per year</td>
</tr>
<tr>
<td>Starting 9 years through 13 years</td>
<td>160 hours (20 work days) per year</td>
</tr>
<tr>
<td>Starting 14 years and above</td>
<td>200 hours (25 work days) per year</td>
</tr>
</tbody>
</table>

a. Scheduling of Vacation

The Chief of Police shall establish the vacation schedule of the Department for each year, at which time the employees shall select vacation on the basis of seniority for the year in which it is to be taken. All employees shall select vacations in minimum blocks of one (1) workweek. In the event an employee does not select a continuous workweek, that employee shall not be entitled to seniority preference.

Vacation leave is to be taken in the year posted, based on seniority.

Vacation leave shall be granted and may be used in units of four (4) hours or multiples thereof, but shall not have preference to vacation blocks as set forth above.

When a Holiday enumerated in Section “C” herein falls on a scheduled day of vacation of an employee, the employee shall not be charged a day of vacation for that Holiday.
b. **Carry Over**

All employees shall be entitled to accumulate and carry over from year to year, all unused vacation, not to exceed one hundred twenty hours (120 hours), (15 work days).

c. **Conversion**

In the event an employee, while on vacation, becomes ill, injured or hospitalized, that employee shall have that portion of vacation leave, under the conditions as set forth herein, converted to sick leave upon presentation of proof to the Employer. The vacation leave not used shall be re-credited back to the affected employee.

d. **Separation Payment**

In the event of separation of an employee from service, that employee or employee's beneficiary or estate, as the case may be, shall be compensated for by cash payment, of all unused vacation credits no later than the payroll following separation or death.

5.2 **Sick Leave**

All full-time employees shall be credited with four (4) hours of sick leave every pay period for a total of one hundred and four (104) hours per year (13 work days).

a. **Usage**

Sick leave shall be authorized in the event of illness or other physical disability of the employee up to the full extent of accumulated sick leave credits. An employee shall be entitled to use, in the event a member of his/her immediate family (immediate family shall be defined to be spouse and dependent children) is sick, their accumulated sick leave credits, with the approval of the Chief of Police.

Sick leave credits may be used in one (1) hour units or any multiple thereof.

b. **Notification**

The employee is responsible for notifying the Department each time sick leave is to be taken. All full and part-time employees shall notify the Department a minimum of two (2) hours before the start of the "B" line (8:00 a.m. to 4:00 p.m.), and three (3) hours before the start of the "A" line (12:00 midnight to 8:00 a.m.) and "C" line (4:00 p.m. to 12:00 midnight), except in cases of emergency.
c. **Verification**

Upon absences of more than three (3) consecutive work days because of illness or disability which is not related to injury, illness or disability on the job, the Chief of Police may require that a physician's certificate be furnished substantiating the employee's claim of illness or disability.

d. **Extended Sick Leave**

The Employer may grant an extension of sick leave, with pay, to any employee who has used up all their sick leave. An employee desiring extended sick leave shall make the request, in writing, to the Chief of Police. The Chief of Police shall forward the request to the Town Supervisor, together with his recommendation. The Town Supervisor shall advise the affected employee within five (5) calendar days of receipt of the recommendation of the Chief of Police of his/her decision. Neither the employee nor PBA may file or pursue a grievance pursuant to Article 10 - Grievance Procedure of this Agreement of the decision of the Town Supervisor regarding extended sick leave.

e. **Physical Examination**

The Chief of Police may require an employee who has been on sick leave, prior to and as a condition of his/her return to work, in the event the Chief of Police is not satisfied with the employee's physician's certificate to return to work, to be examined, at the expense of the Employer, by a physician designated by the Employer to establish that the employee is able to perform his/her normal duties and that his/her return to work will not jeopardize his/her own health and safety or the health and safety of other employees.

The affected employee shall be considered working if required to be examined and shall not be on any of his/her paid leaves.

f. **Unused Sick Leave**

Unused sick leave credits may be accumulated up to a maximum of twelve hundred (1200) hours (150 work days). Upon retirement, death or resignation, all employees or their beneficiaries, as the case may be, shall be paid for all unused sick leave accumulation at the rate of pay in effect at the time for their entire accumulation.
5.3 Holidays

All Holidays enumerated herein shall be allowed as days off with pay. The day off with pay shall be the actual day of the Holiday.

1. New Year’s Day
2. Martin Luther King, Jr.’s Birthday
3. Presidents’ Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Election Day
8. Veteran’s Day
9. Thanksgiving Day
10. Day After Thanksgiving
11. Christmas Eve Day
12. Christmas Day

a. Holiday Payment

Whenever a Holiday falls on a day of rest (pass day/day off) of a full-time employee, that employee shall be paid an extra eight (8) hours of pay in that payroll period.

Whenever a Holiday falls on a scheduled day of work, all full-time employees shall be paid at the rate of two and one-half times (2.5X) their hourly rate of pay.

Part-time employees who work on Holidays shall be paid at the rate of two and one-half times (2.5X) their Base Wage hourly rate for all hours worked on any of the Holidays listed above.

b. Scheduled Holiday

No employee scheduled to work on a Holiday shall be removed from the work schedule unless that employee requests and receives that day off as a Holiday.

5.4 Personal Leave Crediting

Effective January 1st of each year, all full-time employees shall be credited with twenty-four (24) hours (3 work days) of personal leave. Affected employees who enter service after January 1st of each year shall be credited with six (6) hours of personal leave for each full quarter remaining in that fiscal year (i.e., May 15th, 18 hours).
a. **Definition**

Personal leave is leave with pay for personal business, including religious observances, which require the employee to be absent from work.

b. **Approval and Usage**

Personal leave shall not be charged against any other paid leave credits.

Personal leave is granted with the approval of the Chief of Police or designated representative and either individual shall exercise a liberal policy in the approval of the request(s).

Personal leave may be used in four (4) hour units or any multiple thereof.

Personal leave is not cumulative. However, any unused personal leave credits at the end of each fiscal year shall be transferred and credited to the employee's accumulated sick leave as provided in Section B herein.

Any unused personal leave credits shall not be compensated for in the event of separation of an employee from the Employer.

5.5 **Bereavement Leave**

In the event of a death within a full-time employee's immediate family as defined herein, he/she shall be granted twenty-four (24) work hours (3 work days), per occurrence, without charge to any other paid leave credits or accruals. The immediate family is defined to mean the spouse, children, brother, sister, mother, father, grandfather, grandmother, in-laws to include mother-in-law, father-in-law, brother-in-law and sister-in-law.

**ARTICLE 6**

**UNIFORMS, EQUIPMENT AND CLEANING**

6.1 **Initial Uniforms and Equipment**

Upon hire, all employees shall receive an initial uniform and equipment allotment, as set forth in Schedule "B", attached hereto and made a part of this Agreement, at no cost to the employee. In the event the Employer or Chief of Police requires additional uniforms and/or equipment, the Employer shall provide, at no cost to the employee, those articles. Thereafter, those articles shall become part of Schedule "B" for issue to new and existing employees. The Employer shall replace all uniforms and equipment based on a normal wear and tear basis.

All uniforms and equipment issued by the Employer shall be returned to the Employer upon the employee's separation from service.
6.2 Cleaning

All employees shall have their uniforms cleaned and maintained pursuant to the current practice, at no cost to the employee.

6.3 Personal Property

In the event an employee suffers a loss of any personal property during the course of any arrest or in the line of duty, he/she shall be reimbursed up to a maximum of one hundred dollars ($100.00) for each occurrence.

ARTICLE 7

INSURANCES

7.1 Health Insurance

The Employer agrees to pay one hundred percent (100%) of the premium or cost for full-time employees and dependents for coverage under the State Insurance Plan (Core Plus Local Enhancements).

To the extent available, an HMO option shall be offered to employees and dependents at a cost no greater than otherwise provided herein.

Upon retirement, the Employer shall pay one hundred percent (100%) of the premium or cost for the employee and dependents. The benefits of the health insurance plan elected shall be the same as provided to active employees.

Any part-time employee who seeks health insurance shall be entitled to enroll in individual or dependent coverage by paying the premium cost directly to the Employer.

7.2 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the premium or cost for full-time employees and dependents for coverage in the dental plan currently provided.

7.3 Optical Plan

The Employer agrees to pay one hundred percent (100%) of the premium or cost for full-time employees and dependents for coverage in the optical plan currently provided.

7.4 New York State Disability Insurance Plan

The Employer shall provide the New York State Disability Insurance Program to all employees, at no cost to the employee.
7.5 Health Insurance Buy-out

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

An employee who declines and waives health insurance coverage as provided above, shall be compensated at fifty percent (50%) of the premium cost in effect, payable in equal installments on the first (1st) payroll period following each calendar quarter. The buy-out shall be pro-rated in the event the employee resumes health insurance coverage during that calendar quarter (i.e., $900.00 a quarter to be paid, resumes coverage on the 1st day of the 3rd month of the quarter, employee paid only $600.00).

An employee, who elects to receive the buy-out fee, shall, at any time during the period for which the employee has declined and waived health insurance coverage through the Employer, be required to provide written notice to the Employer that he/she is covered by health insurance under a different plan. An employee who has elected to receive the buy-out fee is required to provide written notice to the Employer on the Request to Resume Health Insurance Coverage form, attached hereto and made a part of Schedule "C," that he/she is no longer covered or wishes to re-enter the health insurance plan provided by the Employer. The effective date of the employee's re-establishment of health insurance coverage by the Employer shall be at the earliest possible date as provided by the plan. The Employer shall notify the plan upon notice by the employee of that employee's decision to re-establish health insurance coverage through the Employer.

The waiver(s) herein shall be used for the request to decline and waive health insurance coverage or request to resume health insurance coverage. The Employer shall provide the forms to the employee that are attached hereto and made a part of Schedule "C" and this Agreement.

ARTICLE 8

RETIREMENT

8.1 Twenty (20) Year Plan

The Employer agrees to continue to provide the non-contributory Twenty (20) Year Retirement Plan under Section 384-d of the New York State and Local Police and Fire Retirement System.
ARTICLE 9

DEFINITIONS

9.1 Town/Employer - shall mean the Town of Goshen, and all of its departments and subdivisions.

9.2 PBA shall mean the Town of Goshen Police Benevolent Association.

9.3 President - shall mean the President of the Town of Goshen Police Benevolent Association.

9.4 Bargaining Unit - shall mean all full-time and part-time police officers, except the Chief of Police.

9.5 Years of Service and Seniority - shall mean the length of time measured from the original date(s) of appointment as a police officer with the Town of Goshen Police Department.

Notwithstanding the above paragraph, and in the event of a lateral transfer from another Town Police Department within New York State, Town Law shall prevail concerning seniority.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1 - Terms and Definitions

The Terms and Definitions as used herein shall have the following meaning:

1. "Employer" - shall mean the Town of Goshen.

2. "PBA" shall mean the Town of Goshen Police Benevolent Association.

3. "Employee(s)" shall mean any person or persons covered by the terms of this collective bargaining agreement.

4. “Grievant” shall mean employee, groups of employees, or the PBA acting on behalf of same, alleging to have a grievance.

5. “Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the collective bargaining agreement, laws, rules, procedures, regulations, administrative orders, work rule or any other term and condition of employment which relate to but are not limited to employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees. However, such term
shall not include any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

6. "Business day" shall mean Monday through Friday, excluding Holidays.

Section 2 - General

1. Each employee shall have the right to present a grievance in accordance with the procedures provided herein free from interference, coercion, restraint, discrimination or reprisal; and shall have the right to be represented by the PBA at all stages of the Grievance Procedure.

2. The grievance shall be submitted to the Chief of Police. A written response is required of the Chief of Police hereunder and shall be returned to the employee involved and/or the PBA for their response. In the event the written response is unsatisfactory from the Chief of Police, the grievance shall be appealed to the Town Board. A written response is required from the Town Board and shall be returned to the employee and/or PBA. In the event the Town Board's written response is unsatisfactory, the grievance may be appealed to arbitration.

3. Each grievance shall contain a short plain statement of the alleged violation(s) and the specific reference(s) to the Article(s) and Section(s) of this Agreement which the employee(s) and/or PBA claims to have been violated.

4. Settlement of a grievance by mutual agreement, prior to the issuance of an arbitrator's award as provided herein, can only be agreed to by the Employer and PBA and the parties shall enter into a signed stipulation of settlement setting forth the terms resolving the grievance.

5. A settlement of, or an award upon, a grievance may or may not be retroactive as the equities of each case demand.

6. The grievance and arbitration procedure provided for herein shall be in addition to any other means of resolving grievances, disputes and complaints provided for by statute or administrative procedures applicable to the Employer.

Section 3 - Procedure

Step 1: Chief of Police

An employee or the PBA shall present the grievance in writing to the Chief of Police. The Chief of Police shall forthwith upon receiving the grievance, make a good faith effort to resolve same, including as appropriate, discussions with the employee(s) and the PBA. The Chief of Police shall issue a written decision to the employee(s) and the PBA by the end of the tenth (10th) business day after receipt of the grievance.
**Step 2: The Town Board**

If the employee and/or the PBA, wishes to appeal an unsatisfactory decision of Step 1, the appeal must be presented to the Town Board within five (5) business days from the date of receipt of the Step 1 decision. The Town Board may, and at the request of the PBA, hold an informal hearing within fifteen (15) business days after receiving the appeal. The PBA may appear at the hearing and present oral or written statements on its position. The Town Board shall issue a written decision to the employee and PBA by the end of the tenth (10th) business day after the close of said hearing, or, in the event that there shall be no hearing, the tenth (10th) business day after the appeal was received.

**Step 3: Arbitration**

In the event the PBA wishes to appeal an unsatisfactory decision at Step 2, a demand for arbitration shall be submitted to the Employer. The parties mutually agree on the following named arbitrators to comprise the arbitration panel:

1. Martin Ellenberg  
2. Roger Maher

The panel members shall rotate and be available within sixty (60) calendar days to hear the grievance. In the event the scheduled panel member is not available within the time limits as set forth herein, the parties agree to move to the next scheduled panel member who can meet the time limits. In the event none of the panel members can meet the time requirements, the parties agree to use the panel member whose schedule is available on the earliest possible date.

The arbitrator shall have no power to add to, subtract from, or modify the provisions of this collective bargaining agreement in arriving at a decision of the issue(s) presented.

The arbitrator shall confine himself/herself to the precise issue(s) submitted to arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her, nor shall he/she submit observations or declaration of opinion which are not essential in reaching the determination.

All fees and expenses of the arbitration shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

**ARTICLE 11**

**GENERAL PROVISIONS**

11.1 **Printing and Furnishing of the Agreement**

The Employer agrees to print and furnish each of the employees' one (1) copy of this Agreement, for which they will sign for, as received. New employees shall also be provided a copy of this Agreement upon hiring.
11.2 **Paid Leave Accrual Balances**

Information regarding the balance of all paid leave accruals shall be provided to each employee within each payroll check.

11.3 **Mileage Reimbursement**

An employee required and authorized to use his/her personal car for Employer use shall be reimbursed, via a separate check, at the Internal Revenue Service (IRS) approved rate per mile.

11.4 **Personnel File**

An employee shall be entitled to review his/her personnel file, maintained at the Police Department, in the presence of the Chief of Police or designee, upon five (5) calendar days' notice. No complaint, report, memoranda or material, except pre-employment material and normal payroll and attendance records shall be placed into an employee's personnel file until such time as the employee has had an opportunity to read same and to provide a response to be filed therewith. An employee shall be entitled to copies of items therein, not previously provided, at the Employer's expense. The employee shall be required to initial and date the times reviewed in a place that shall not cause the item to be illegible. The employee shall have the right to respond to any item intended to be placed into his/her personnel file that is adverse to him/her and made a part of the file. The employee maintains the right to file a grievance pertaining to the inclusion of any such item deemed to be adverse through Article 10 - Grievance Procedure.

11.5 **Payroll Checks**

The Employer shall issue paychecks, when practical, on the day before payday, after 3:00 p.m. to all employees. The payroll period shall be every two (2) weeks, with a lag not to exceed five (5) calendar days.

11.6 **Deferred Compensation Plan**

The Employer shall provide a qualified deferred compensation plan pursuant to Section 457 of the Internal Revenue Code for any employee who elects to have funds withdrawn from his/her paycheck and placed in the plan. In the event the State of New York either no longer provides or makes available the plan, the Employer shall not be obligated to provide an alternative.

11.7 **Training**

Effective September 1, 2010, the Chief of Police or designee shall post notices of training on the police headquarters bulletin board, at least seven (7) calendar days prior to the training being offered. However, the employee may agree to attend the training without the minimum
notice requirement and acknowledgement. All fees and expenses for approved training and/or educational opportunities shall be paid by the Employer at no cost to the employee.

ARTICLE 12

FULL-TIME EMPLOYEE BASE WAGE AND LONGEVITY SCHEDULES,
PART-TIME EMPLOYEE BASE HOURLY RATES AND NIGHT DIFFERENTIAL

12.1 Full-time Employee Base Wage Schedule

See Schedule "D", attached hereto, and made a part of this Agreement.

Full-time Employee Longevity Schedule

The full-time employee's longevity shall be as follows:

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/1/09</th>
<th>1/1/10</th>
<th>1/1/11</th>
<th>1/1/12</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Starting 8th through 10th</td>
<td>$950.00</td>
<td>$1,000.00</td>
<td>$1,050.00</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>8</td>
<td>Starting 11th through 13th</td>
<td>$2,025.00</td>
<td>$2,100.00</td>
<td>$2,175.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>9</td>
<td>Starting 14th through 16th</td>
<td>$3,100.00</td>
<td>$3,200.00</td>
<td>$3,300.00</td>
<td>$3,400.00</td>
</tr>
<tr>
<td>10</td>
<td>Starting 17th and Above</td>
<td>$4,450.00</td>
<td>$4,650.00</td>
<td>$4,850.00</td>
<td>$5,050.00</td>
</tr>
</tbody>
</table>

All full-time employees shall advance through the Base Wage and Longevity Step Program as set forth in Schedule “D” and above, on their anniversary date with the Employer. However, any employee who has prior credited post academy part-time or full-time service (e.g., Deputy Sheriff, New York City Police Officer, District Attorney Criminal Investigator, etc.) that is hired shall be credited with each year of service or any part thereof. That employee shall be placed on the Base Wage or Longevity Step accordingly, and provided with a corresponding anniversary date as if he/she had all the prior police service time with the Employer (e.g., 6 completed years of service and hired 7/1/09, placed at Step 6 of the Base Wage schedule of After 5 Years, with an anniversary date of 7/1/03 for movement through the Step program.

12.2 Part-time Employee Base Hourly Rates

See Schedule “D”, attached hereto, and made a part of this Agreement.

12.3 Night Differential

All employees who work the “A” line tour of duty as set forth in Article 4, Section 4.1 of this Agreement, shall be paid a night differential of four and one-half percent (4.5%) over and above the full-time employee’s Base Wage, inclusive of longevity if applicable, and the part-time employee’s hourly rate of pay for all hours worked. In addition, the night differential shall be paid when an employee is out on a line of duty injury or illness pursuant to General Municipal Law Section 207-c.
All employees who work the "C" line tour of duty as set forth in Article 4, Section 4.1 of this Agreement, shall be paid a night differential of two and one-half (2.5%) over and above that full-time employee’s Base Wage, inclusive of longevity if applicable, and the part-time employee’s hourly rate of pay for all hours worked. In addition, the night differential shall be paid when an employee is out on a line of duty injury or illness pursuant to General Municipal Law Section 207-c.

ARTICLE 13

DISCIPLINARY PROCEDURE

Command Discipline - Informal Stage

In the event the Employer determines that a formal procedure is not required due to the relatively minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or police departments adopted Rules and Regulations, the affected employee(s) shall be afforded the opportunity to resolve the matter, with representation, through a written Stipulation of Settlement, setting forth the terms agreed upon between the parties.

The Employer shall initiate Command Discipline by advising the employee(s) of the minor infraction(s) of the written and/or accepted standards of conduct or performance, and/or the Police Department’s adopted Rules and Regulations and the proposed penalty. In the event the employee(s) does not agree with the proposed penalty, or in the event a settlement cannot be agreed upon, or rejects Command Discipline, the Employer may then file written charge(s) against the employee(s) as prescribed herein.

The maximum penalty that may be imposed at this level by the Chief of Police is as follows:

1. A written reprimand to be placed in the employee’s personnel file, which shall not exceed twelve (12) months and/or

2. A reduction in vacation accruals for the full-time employee which shall not exceed five (5) work days.

3. Removal from the work schedule of the part-time employee which shall not exceed four (4) work days.

In the event Command Discipline resolves the matter by a signed Stipulation of Settlement, neither the employee nor PBA may file or pursue a grievance pursuant to Article 10 - Grievance Procedure of this Agreement.
**Procedure Rights - Formal Stage**

In the event the Employer determines that a written charge(s) is required, the Disciplinary Procedure prescribed herein shall be available to all employees with at least one (1) year of service with the Employer, unless otherwise available pursuant to law. In the event the Employer seeks to impose a written reprimand, suspension without pay for up to forty-five (45) calendar days, or a fine not to exceed one hundred ($100.00) dollars, the Disciplinary Procedure shall be Section 75 and/or 76 of the Civil Service Law. In the event the Employer seeks to impose a suspension of forty-five (45) calendar days or more, reduction in grade (demotion), or dismissal from service (termination), the employee shall have the right to choose either Section 75 and/or 76 of the Civil Service Law, or arbitration as described herein, but not both alternative procedures to grieve such disciplinary action. If any penalty(s) is/are imposed at the conclusion of the Section 75 or arbitration hearing neither the employee nor PBA may file or pursue a grievance through Article 10 - Grievance Procedure of this Agreement. The remedy for review of the determination and penalty made pursuant to a Section 75 hearing is an appeal through the procedures set forth in the Civil Service Law or an Article 78 Proceeding. The remedy for review of the determination and penalty made pursuant to an arbitration hearing, as described herein, is an appeal through an Article 75 of the Civil Practice Law and Rules.

**Notice of Discipline - Formal Stage**

In the event the Employer sees fit to impose a written reprimand, suspension without pay, a fine, reduction in grade or dismissal from service, notice of such disciplinary decision shall be made in writing and served upon the employee. The disciplinary measure shall be imposed only for incompetence or misconduct. The specific act(s) that warrants disciplinary action and the proposed sanction(s) shall be specifically contained in the Notice of Discipline.

The PBA shall be provided a copy of the Notice of Discipline at the same time as the affected employee(s).

The Notice of Discipline shall be accompanied by a written statement that:

> “An employee served with a Notice of Discipline has the right to object by filing a response within ten (10) calendar days by exercising his/her rights as set forth above, which shall be fully set forth in the Notice of Discipline served on the employee.”

**Procedure Selection - Formal Stage**

In the event the employee does object, then he/she shall file a written notice of his/her choice of procedure, subject to the provisions stated above with the Employer and PBA no later than ten (10) calendar days after receiving the Notice of Discipline.

The alternative disciplinary procedure to Section 75 and/or 76 provides for a hearing by an independent arbitrator at its final stage.
The employee has the right to be represented by the PBA, an attorney, or other representative of his/her choice, at every stage of the proceeding.

Suspension

In no event, however, shall an employee who has been served with a Notice of Discipline be suspended without pay for a period not to exceed thirty (30) calendar days.

Grieving a Notice of Discipline

An employee may grieve a Notice of Discipline at Step 2 of the Grievance Procedure prescribed in Article 10 hereof, by requesting a meeting with the Town Board as prescribed therein, no later than ten (10) calendar days after receiving the Notice of Discipline. The meeting, at which the employee and/or representative(s) may attend shall be conducted at a mutually agreed upon date and time to all parties, but in no event more than ten (10) calendar days after the date for the meeting was requested. The Town Board shall render a written decision no later than five (5) calendar days after such meeting.

Filing for Arbitration

An employee may appeal the Town Board's decision to independent arbitration by filing a notice with the Town Clerk no later than ten (10) calendar days after receipt of the Town Board's decision.

The independent arbitrator shall be selected in accordance with the procedures set forth in Article 10 - Grievance Procedure.

The independent arbitrator shall hold a hearing at a mutually agreed upon date(s) and time(s) to all parties' representatives. The affected employee may be represented at the arbitration by the individual(s) of his/her choosing and shall be entitled to present witnesses on his/her behalf. The arbitrator shall render a written decision no later than thirty (30) calendar days after the hearing has been declared closed.

The arbitrator shall confine himself/herself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him/her nor shall he/she submit observations or declarations of opinion which are not essential in reaching the determination. The arbitrator's decision with respect to guilt or innocence and penalty, if any, shall be final and binding on the parties and he/she 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 the period of suspension, if any.

Settlement

The disciplinary may be settled at any stage of the proceeding. The terms of the settlement agreed to shall be reduced to writing and signed by the appropriate parties.
Fees and Expenses

All fees and expenses of the arbitrator, if any, shall be paid by the Employer. In the event demotion or termination is sought by the Employer, the hearing shall have a transcribed record provided at no cost to the employee or PBA.

ARTICLE 14

JURY DUTY LEAVE

All full-time employees shall be entitled to up to one hundred twenty (120) hours each fiscal year for Jury Duty Leave. An employee who is scheduled to work the "A" or "C" line shall be placed on the "B" line for the period of Jury Duty Leave. The employee shall be entitled to draw upon the Jury Duty Leave when scheduled to report to work. On those days when the employee is scheduled off (days off), that employee shall not be entitled to draw upon the Jury Duty Leave entitlement. The employee shall be released from work with full pay when on Jury Duty Leave entitlement without the use of any other paid leave accruals or benefits. The employee shall use the "call in" system to the court(s), if available, and in the event the employee is not required to report to the court shall report to work on the "B" line. After the court has released the employee from his/her required commitment to serve on Jury Duty service (i.e. not daily, but no longer is required to call in or report to court), the employee shall be returned to his/her regular scheduled tour of duty where he/she would have been if not placed on the "B" line for Jury Duty. The return to his/her regular scheduled tour of duty shall be accomplished after his/her next scheduled days off occur.

The parties agree to monitor this benefit through Article 2, Section 2.5, Labor/Management and in the event Jury Duty Leave entitlement set forth above is exceeded, the parties agree to re-negotiate this benefit.

ARTICLE 15

TRAINING RECOVERY COSTS

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

<table>
<thead>
<tr>
<th>Departure within</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>100%</td>
</tr>
<tr>
<td>2 years</td>
<td>75%</td>
</tr>
<tr>
<td>3 years</td>
<td>50%</td>
</tr>
</tbody>
</table>

It is agreed and understood that related costs shall not include any wages paid to the employee but are intended for tuition, books, ammunition, food, tolls and the like.
ARTICLE 16

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

Section 1. Applicability

For the purpose of applying the statute "regular salary or wages" for part-time employees, it shall be based on the average number of hours worked by the employee during the year immediately preceding the injury or sickness.

The following procedures shall regulate the application and benefit award process for General Municipal Law Section 207-c benefits.

Section 2. Definitions

a) Employer: The Town of Goshen

b) Chief: The Chief of Police of the Town of Goshen

c) Claimant/Recipient: Any Police Officer of the Town.

d) Claims Manager: The individual designated by the Employer who is charged with the responsibility of administering the procedures herein, which may include the Chief of Police.

e) Section 207-c Benefits: The regular salary or wages and medical treatment and hospital care payable to an eligible Claimant/Recipient under Section 207-c. In addition to receiving his/her regular salary or wages (which includes longevity, if such longevity is applicable, Investigator’s differential and night differential) and payment of medical treatment and hospital care, an employee receiving Section 207-c benefits shall be entitled to:

1. health insurance (including the buy-out); and dental and optical coverage in the same manner in which the employee was receiving when working; and

2. receive Holiday pay as set forth in Article 5 – Leaves with Pay for a period of ninety (90) days in any year; and

3. accrue or be credited with all paid leaves, such as, sick, vacation and personal leave as set forth in Article 5 – Leaves with Pay for a period of ninety (90) days in any year; and

4. be paid for all unused accumulated leave, vacation and compensatory time, in the event of a disability retirement.
Section 3. Application for Benefits

1. Any Claimant who is injured in the performance of his/her duties, or is taken sick as a result of the performance of his/her duties, shall file the application for benefits with the Claims Manager within ten (10) calendar days after the incident giving rise to the injury or sickness or within ten (10) calendar days after the Claimant should have become aware of the injury or illness. The application for benefits is attached hereto as Schedule “E”, and made a part of this Agreement. The Chief of Police or designee shall provide the attached application to the employee at the time he/she files a Departmental Incident and/or Workers' Compensation Report. Upon a showing of good cause, an application for Section 207-c benefits may be entertained in the discretion of the Claims Manager, notwithstanding the failure to file the necessary application within the required ten (10) calendar days.

2. All applications for Section 207-c benefits shall be in writing, using an official application form(s), which shall include but not be limited to the following:

(a) the time, date and place where the injury or illness producing incident occurred;
(b) a detailed statement of the particulars of the incident;
(c) the nature and extent of the Claimant’s injury or illness;
(d) the Claimant’s mailing address, and a telephone number at which Claimant may be contacted;
(e) the names of any potential and/or actual witnesses; and
(f) the name and address of all of the Claimant’s treating physicians pertaining to the Section 207-c claim.

(g) failure to fully complete the application may result in the rejection of the claim pending full compliance.

3. Where the Claimant’s injury or illness prevents him/her from filing the application for 207-c benefits, an application for Section 207-c benefits may be filed on behalf of a Claimant within ten (10) calendar days of either the date of the incident giving rise to the claim or of the date of the discovery of any incident which produced the injury or illness. The application may be made by either the Claimant or by some other person authorized to act on behalf of the Claimant. All applications for Section 207-c benefits shall be made in writing, using an official application form(s), which shall minimally include the information as set forth in Paragraph No. 2 above.
Section 4. Authority and Duties of Claims Manager

1. The Claims Manager shall have the sole and exclusive authority to determine whether a Claimant is entitled to Section 207-c benefits. In making the determination, the Claims Manager shall examine the facts and circumstances giving rise to the application for such benefits. The Claims Manager shall provide his/her determination within thirty (30) calendar days after receiving the application for benefits.

2. The Claims Manager shall have the authority to:

(a) employ experts and specialists to assist in the rendering of the determination of eligibility;
(b) require the production of any book, document or other record that pertains to the application, injury, or illness;
(c) require the Claimant to submit to one (1) or more medical examination related to the illness or injury;
(d) require the Claimant to sign forms for the release of medical information that bears upon the application;
(e) require the attendance of the Claimant and all other witnesses for testimony upon reasonable notice; and
(f) do all that is necessary or advisable in the processing of said application and/or rendering a decision.

3. A Claimant must cooperate with the Employer and provide all necessary information, reports and documentation. A determination of initial eligibility will be made within a reasonable time, based upon the investigation, without holding a hearing.

4. The Claims Manager shall mail a written copy of his/her decision to the Claimant, Employer and the Chief within seven (7) calendar days of his/her determination. The written determination shall set forth the reasons for the Claims Manager's decision.

5. A written request for a hearing to appeal from an initial determination of the Claims Manager must be filed with the Town Board within ten (10) calendar days after mailing of the determination to Claimant. The Town Board shall arrange for a hearing to be held pursuant to Section 11 of this procedure.

Section 5. Time Off Pending Initial Determination

Pending the initial determination of benefit eligibility, any time off taken by the Claimant that he/she claims is the result of the injury or illness giving rise to the application shall be charged to the Claimant’s sick leave time. In the event there is insufficient sick leave time and/or it becomes exhausted, the Claimant shall use paid leave in the following order:
1. Personal Leave
2. Compensatory Time
3. Vacation

In the event the Claimant has exhausted all of his/her available paid leave accruals above, the Claims Manager may, in his/her sole discretion, authorize the payment of Claimant's benefits throughout the period which the application is being processed, if it appears probable that the Claimant will be eligible for such benefits and the Claims Manager so determines. In the event the Claimant is granted Section 207-c benefits, the leave time used shall be credited back to the Claimant.

Section 6. Medical Treatment

1. After the filing of an application, the Claims Manager may require a Claimant to submit to such medical examinations as may be directed by the Claims Manager, including but not limited to examinations necessary to render an initial or final determination of eligibility to determine if the Claimant or Recipient is able to perform his/her regular duties, or light duty assignments as set forth in Section 7 of this procedure, and/or examinations required to process an application for ordinary and accidental disability retirement. The Claims Manager may also require a Claimant or Recipient to submit to medical treatment. Such treatment may include, but is not limited to, medical and/or surgical techniques deemed necessary by the appointed physicians. Any Section 207-c Claimant or Recipient who refuses to accept such examination(s) and/or medical treatment shall be deemed to have waived his/her rights under Section 207-c after such refusal. The Claims Manager shall provide written notice to the Claimant or Recipient that his/her benefits are being terminated pursuant to Section 10 of this procedure, and the basis of the refusal. A Claimant or Recipient contesting the termination must make a written request for a hearing to appeal to the Claims Manager within ten (10) calendar days after receipt of the termination notice, and the Town Board shall arrange for a hearing pursuant to Section 11 of this procedure. The Claimant or Recipient shall cooperate in scheduling of the examination(s) and treatment, providing medical records relating to the Section 207-c claim to the Employer's examiner, and in answering questions placed by the health care provider relating to the Section 207-c claim and any other reasonable request of the Claims Manager relating to the Section 207-c claim.

2. Medical Reports. All physicians, specialists and consultants treating a Claimant or Recipient of Section 207-c benefits shall be required to file a copy of any and all reports with the Claims Manager authorizing the release of health information relating to the Section 207-c claim. The Claimant or Recipient shall be responsible for the filing of said reports with the Claims Manager. The Claimant or Recipient shall receive a copy of the medical reports filed with the Claims Manager. The medical reports, which are filed, shall remain confidential and only released for purposes of administering the procedures herein, Workers' Compensation and applications made pursuant to the Retirement and Social
Security Law or in any action initiated or maintained by the Claimant or his or her agent against the Town, its officers or employees.

3. Payment for Medical and Related Services. A Claimant approved to receive Section 207-c benefits must notify the Claims Manager of expenses for medical services, hospitalization, or other treatment alleged to be related to the Section 207-c claim. To the extent practicable, notice shall be made prior to the incurring of the expense.

4. Any claim for surgical operations or physiotherapeutic (i.e., chiropractic care or physical therapy) must be pre-approved by the Claims Manager, unless it was required in an emergency or authorized in advance by the Claims Manager. Determinations of the Claims Manager under this paragraph shall be based upon medical documentation.

5. Bills for medical services, drugs, appliances or other supplies will require filing a copy of the medical bill and/or prescription by a doctor with the Claims Manager for the particular items billed, stating thereon that the items were incurred as a consequence of the injury or illness upon which claim for benefits is based. The Employer reserves the right to arrange for alternate methods for the Recipient to receive prescriptions, appliances and supplies (For example, prescription drug card), so long as the Recipient is not unreasonably inconvenienced from having to travel from his/her home address.

Section 7. Light Duty Assignments

1. Any Recipient receiving Section 207-c benefits may be examined by a physician chosen by the Claims Manager to determine the Recipient's ability to perform certain specified light duty. Any Recipient deemed able to perform specified light duty by the Claims Manager, based upon medical documentation, may be directed by the Chief, in his or her sole discretion, to perform such light duty.

2. A Recipient who disagrees with the order to report for light duty and who submits medical documentation that he/she is unable to undertake light duty shall submit the medical documentation to the Claims Manager within ten (10) calendar days of receipt of the order to report for light duty. The Claims Manager shall review said medical documentation and within ten (10) calendar days of its receipt shall issue to the Chief and Recipient a decision as to whether the order to return to light duty should be confirmed, modified or withdrawn. If the Recipient is dissatisfied with the decision, he/she may request, in writing, a hearing to appeal from the decision within ten (10) calendar days after mailing of the decision. The Claims Manager shall arrange for a hearing to be held pursuant to Section 11 of this procedure.
3. Payment of full Section 207-c benefits shall be continued with respect to a Recipient who disagrees with the order to report to light duty based upon conflicting medical documentation, until it is determined whether the Recipient is capable of performing the light duty as set forth in Section 2 above. Where a determination has been made that the Recipient can report to and perform light duty, and that individual fails or refuses to perform light duty, if same is available and offered that Recipient's 207-c status shall be discontinued.

4. A Recipient of Section 207-c benefits that is on light duty may be assigned to one (1) of the tours of duty set forth in Article 4 and shall maintain his/her same days off during that time. Upon return to full duty, the Recipient shall be placed back into regularly scheduled tour of duty as if they were never removed.

Section 8. Changes in Condition of Recipient

1. Every Section 207-c Recipient shall be required to notify the Claims Manager of any change in his or her condition, which may enable the Recipient to return to normal duties or be classified as eligible for light duty. This notice shall be made in writing within forty-eight (48) hours of any such change.

Section 9. Right of Perpetual Review and Examination

1. The Claims Manager shall have the right to review the eligibility of every Section 207-c Recipient throughout the period during which benefits are received. This right shall include, but shall not be limited to:

(a) requiring Recipient to undergo medical examination(s) and treatment by physician(s) or medical providers chosen by the Claims Manager;

(b) requiring Recipient to apprise the Claims Manager as to his/her current condition; and

(c) requiring Recipient, or any other involved parties, to provide any documentation, books or records that bear on the Recipient's case.

Section 10. Termination of Benefits

1. If, for any lawful reason, including but not limited to, all those reasons specified in these procedures, the Claims Manager determines that a Recipient is no longer or was never eligible for benefits, the Claims Manager shall notify the Recipient in writing of the termination and reason(s) for the termination. Notice of such termination and the reasons therefore shall be served by mail upon the Recipient and the Chief. If the Recipient requests a hearing pursuant to Section 11 of this procedure, pending a determination by the Claims Manager with respect to the Recipient's eligibility, the Recipient shall continue to receive Section 207-c benefits.

T/Goshen 2009-2012 Final Agreement 2/10/12
Section 11. Hearing Procedure

1. Hearings under the provisions of this procedure shall be conducted by a neutral Hearing Officer related to the issues to be determined. Either party may be represented by a designated representative and either party may subpoena witnesses. Each party shall be responsible for all fees and expenses incurred in their representation. The following individuals shall serve as Hearing Officers:

   A. Jeffrey M. Selchick
   B. Dennis J. Campagna
   C. Thomas Rinaldo

(a) The above named Hearing Officers shall be used on a rotational basis. The hearing shall be conducted within thirty (30) calendar days of the request. In the event the Hearing Officer next on the rotation cannot conduct the hearing, the rotation of the list shall continue until a Hearing Officer is reached who can comply with this time limit. In the event none of the Hearing Officers are available within thirty (30) calendar days, the Hearing Officer who has the first available date will be assigned.

(b) The review of the Hearing Officer shall be limited to the record before the Claims Manager in making the determination under review. No new evidence, in medical reports or otherwise shall be allowed to be presented by either party, except that testimony of the person(s) whose reports were reviewed by the Claims Manager shall be permitted.

(c) After requesting a hearing, the Recipient or the Town shall be permitted to submit additional information to the Claims Manager as long as said submission is made no later than thirty (30) calendar days prior to the date of the scheduled hearing. The Claims Manager shall review the documentation and inform the Recipient in writing within seven (7) calendar days of the submission, as to whether the determination that is the subject of the hearing will be modified. So long as the Recipient meets the time requirements in this provision, should the Claims Manager's determination remain unchanged, the record before the Hearing Officer may include the additional submission of Recipient or the Town.

(d) The scope of review of the Hearing Officer shall be whether the Claims Manager had a reasonable basis for his/her determination.

(e) The hearing shall have a transcribed record, which shall be the official record of the proceeding. The Employer shall provide a copy to the Recipient, or his/her designated representative and Hearing Officer upon receipt. The Hearing Officer shall render and submit to the Town Board, with a copy to the Recipient's or Recipient's representative, written Findings and Recommendations within thirty (30) calendar days after the
close of the hearing. The Town Board shall provide its written determination within ten (10) calendar days after receipt of the Findings and Recommendations. Any such determination of the Town Board shall be reviewable pursuant to the provisions of Article 78 of the Civil Practice Law and Rules. The fees and expenses of the hearing, including transcript costs and fees of the Hearing Officer, shall be paid equally by the parties.

Section 12. Coordination with Workers’ Compensation Benefits

1. Upon payment of 207-c benefits, any wage or salary benefits awarded by the Workers’ Compensation Board shall be payable to the Employer for periods during which a Recipient received 207-c benefits. If the Recipient shall have received any Workers’ Compensation benefits hereunder which were required to be paid to the Employer, the Recipient shall repay such benefits received to the Employer, or such amounts due may be offset from any Section 207-c benefits thereafter. No Recipient of Section 207-c benefits shall simultaneously be paid Workers’ Compensation benefits. However, any Workers’ Compensation settlement with the Recipient shall be retained by the Claimant. Upon termination of 207-c benefits, any continuing Workers’ Compensation benefits shall be payable to the Recipient. The parties shall not be bound by a determination of the Workers’ Compensation Board.

Section 13. Discontinuation of Salary and Wage Benefits Upon Disability Retirement

1. Payment of Section 207-c benefits shall be discontinued with respect to any Recipient who is granted a disability retirement pension as provided by law.

Section 14. Miscellaneous

1. A Recipient who is receiving medical treatment while working shall make every effort to schedule such medical examinations or treatment during non-work hours.

2. It is specifically agreed and understood that any reference related to General Municipal Law Section 207-c benefits is informational only, and is not intended to reduce the benefits or rights contained in the statute or any amendments made thereto. The intent is to read this procedure in conformity with General Municipal Law Section 207-c.

3. The parties agree that any disputes relating to the administration of the provisions of this procedure shall be resolved through the hearing procedure contained in Section 11 herein and all other disputes shall be processed through Article 10 - Grievance Procedure.
4. After returning to full duty from a Section 207-c injury or illness, a claim for benefits based on a recurrence of the injury or illness shall be treated as a new application for Section 207-c benefits.

5. Each employee shall complete the Comptroller’s Notification, attached hereto as Schedule “F” and made a part of this Agreement, with any illness or injury sustained in the performance of his/her duty, and file with the Claims Manager for his/her records, who shall file the original with the Comptroller’s Office with a copy of the filing to the affected employee.

ARTICLE 17

SEPARABILITY

17.1 Requirement

In the event that any provision of the collective bargaining agreement shall at any time be declared invalid by a court of competent jurisdiction or through government regulation or decrees, such decision shall not affect any other provisions of this Agreement, it being the express intent of the parties hereto that all provisions not declared invalid shall remain in full force and effect.

17.2 Impact

In that event, the parties shall meet and negotiate the impact of the Article(s) and/or subsection(s) of this Agreement that has been declared invalid.

ARTICLE 18

MANDATED PROVISIONS OF LAW

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
ARTICLE 19

DURATION

19.1 Term

This Agreement shall be effective January 1, 2009 through December 31, 2012.

19.2 Enforcement

In the event this Agreement expires and there is no successor Agreement, all terms and conditions shall remain in full force and effect until such time as an Agreement is effectuated.

19.3 Non-Mandatory Subjects

In the event the parties have agreed to and include non-mandatory subjects within this Agreement, the parties agree that any such subject matter shall remain in full force and effect and shall not be subject to the filing of an Improper Practice Charge by either party to remove that matter. Additionally, the parties agree that any such subject matter shall and cannot be removed by a Compulsory Interest Arbitration Panel and can only be removed by agreement of the parties.

FOR THE TOWN OF GOSHEN

By: Douglas Bloomfield, Supervisor

Date: 8/8/2012

FOR THE TOWN OF GOSHEN POLICE BENEVOLENT ASSOCIATION

By: Edward Edwards, President

Date: 8/8/2012
SCHEDULE “A”

FULL TIME WORK SCHEDULE
(4-2)
24 Day Cycle
16 Work Days
(243.33 Scheduled Work Days)

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OR

(5-2/5-3)
30 Day Cycle
20 Work Days
(243.33 Scheduled Work Days)

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</tbody>
</table>

T/Goshen 2009-2012 Final Agreement 2/10/12
SCHEDULE "B"

**Uniforms and Equipment List**

All employees shall be provided, at the Employer’s expense, their initial uniform and equipment issue, which by agreement shall consist of the following minimum items:

<table>
<thead>
<tr>
<th>Full-time</th>
<th>Part-time</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 long sleeve shirts</td>
<td>2 long sleeve shirts</td>
</tr>
<tr>
<td>3 short sleeve shirts</td>
<td>2 short sleeve shirts</td>
</tr>
<tr>
<td>3 pair of pants (all season wear)</td>
<td>2 pairs of pants</td>
</tr>
<tr>
<td>1 spring/fall jacket (with liner)</td>
<td>12 Town of Goshen</td>
</tr>
<tr>
<td>2 ties</td>
<td>shoulder patches</td>
</tr>
<tr>
<td>1 tie clip</td>
<td></td>
</tr>
<tr>
<td>1 winter jacket</td>
<td></td>
</tr>
<tr>
<td>1 raincoat</td>
<td></td>
</tr>
<tr>
<td>1 hat</td>
<td></td>
</tr>
<tr>
<td>1 pair of shoes or boots</td>
<td></td>
</tr>
<tr>
<td>1 Garrison belt</td>
<td></td>
</tr>
<tr>
<td>1 bullet proof vest</td>
<td></td>
</tr>
<tr>
<td>1 shield (for hat)</td>
<td></td>
</tr>
<tr>
<td>16 Town of Goshen shoulder patches</td>
<td></td>
</tr>
<tr>
<td>2 name tags</td>
<td></td>
</tr>
<tr>
<td>1 set of collar brass</td>
<td></td>
</tr>
<tr>
<td>2 police shields</td>
<td></td>
</tr>
<tr>
<td>1 black leather service belt</td>
<td></td>
</tr>
<tr>
<td>1 black leather holster</td>
<td></td>
</tr>
<tr>
<td>1 black leather double-magazine ammo case</td>
<td></td>
</tr>
<tr>
<td>1 black leather handcuff case</td>
<td></td>
</tr>
<tr>
<td>1 pair of handcuffs with keys</td>
<td></td>
</tr>
<tr>
<td>1 nightstick</td>
<td></td>
</tr>
<tr>
<td>1 nightstick holder</td>
<td></td>
</tr>
<tr>
<td>1 keyholder and 1 set of department keys</td>
<td></td>
</tr>
<tr>
<td>4 black leather belt keepers</td>
<td></td>
</tr>
<tr>
<td>3 re-chargeable mag lights for general use in vehicles</td>
<td></td>
</tr>
<tr>
<td>4 portable hand held radios with shoulder extension for general use</td>
<td></td>
</tr>
<tr>
<td>4 portable radios, with holders, for general use</td>
<td></td>
</tr>
<tr>
<td>1 weapon *</td>
<td></td>
</tr>
<tr>
<td>1 bullet proof vest – to be replaced every five (5) years from date of issue **</td>
<td></td>
</tr>
</tbody>
</table>

*The Employer shall provide each employee with the same department issued weapon.

**The Employer shall inspect all bullet proof vests, and order vests for those employees whose vests exceed five (5) years from the date of issue.

All employees shall receive additional uniforms and equipment as required and determined by the Chief of Police, at no cost to them. Any and all such additional uniforms or equipment as required and determined by the Chief of Police shall become part of Schedule "B" for issue to existing and new employees.
The Employer shall provide an employee with a replacement weapon while the employee's weapon is being serviced or repaired or is lost or stolen, based on a line of duty act.

Except for the specific delineation set forth above (i.e., full and part-time shirts, pants and shoulder patches), all other uniform items and equipment shall be provided to each employee.
1. I, __________________, hereby request a decline and waiver of health insurance provided by the Employer for which I am presently eligible. I understand that I must be covered by another health insurance plan to be eligible for waiver of Employer health insurance coverage. Accordingly, I certify that I am presently covered by the following health insurance plan:

Name of Plan: ____________________________________________________________

Coverage provided by or through: ____________________________________________

(Name of organization or Employer)

Subscriber Number: _______________________________________________________

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

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

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

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

Employee Signature_________________________ Print Name_________________________
Date:______________________________

Town of Goshen Agent_________________________ Print Name_________________________
Date:______________________________

cc: President, Town of Goshen PBA
SCHEDULE “C”

THE TOWN OF GOSHEN

REQUEST TO RESUME HEALTH INSURANCE COVERAGE

1. I, ________________________, hereby request to re-establish Employer provided health insurance which I had previously received from the Employer. I have attached a completed New York State Health Insurance Transaction Form, which is required by the health insurance carrier.

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

3. I understand and agree that the compensation which I have received in connection with the previously executed Request to Decline and Waive Health Insurance Coverage will be terminated upon re-establishment of Employer provided health insurance coverage in accordance with the applicable terms of the collective bargaining agreement by and between the Employer and the PBA.

Employee Signature_________________________ Print Name_________________________

Date: __________________________

Accepted For The Town of Goshen:

Town of Goshen Agent_______________________ Print Name_________________________

Date: __________________________

cc: President, Town of Goshen PBA
## SCHEDULE “D”

### FULL-TIME EMPLOYEE BASE WAGE SCHEDULE

<table>
<thead>
<tr>
<th>Step</th>
<th>Years of Service</th>
<th>1/1/09</th>
<th>1/1/10</th>
<th>1/1/11</th>
<th>1/1/12</th>
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<td>Academy/Recruit</td>
<td>Starting without MPTC</td>
<td>$36,447*</td>
<td>$37,723</td>
<td>$39,043</td>
<td>$40,409</td>
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<tr>
<td></td>
<td>Starting with MPTC</td>
<td>$17.52/hr</td>
<td>$18.14/hr</td>
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<td>$19.43/hr</td>
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<tr>
<td>1</td>
<td>Starting with MPTC</td>
<td>$40,497**</td>
<td>$41,914</td>
<td>$43,381</td>
<td>$44,899</td>
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<td>$19.47/hr***</td>
<td>$20.15/hr</td>
<td>$20.86/hr</td>
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<tr>
<td>2</td>
<td>After 1 Year</td>
<td>$43,737</td>
<td>$45,267</td>
<td>$46,851</td>
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<td>$21.03/hr</td>
<td>$21.76/hr</td>
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<td>After 2 Years</td>
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<td>$48,888</td>
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<td></td>
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<td>$22.71/hr</td>
<td>$23.50/hr</td>
<td>$24.33/hr</td>
<td>$25.18/hr</td>
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<td>4</td>
<td>After 3 Years</td>
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<td>$52,799</td>
<td>$54,647</td>
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<td>$24.53/hr</td>
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<td>After 4 Years</td>
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<td>6</td>
<td>After 5 Years</td>
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<td>$65,576</td>
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<td>$31.53/hr</td>
<td>$32.63/hr</td>
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<tr>
<td>Sergeant(s) 1st Year</td>
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<td>$70,963****</td>
<td>$73,445</td>
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<td>$34.12/hr</td>
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<td>Sergeant(s) After 1 Year</td>
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<td>$35.64/hr</td>
<td>$36.89/hr</td>
<td>$38.18/hr</td>
<td>$39.51/hr</td>
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* The Academy/Recruit Starting Base Wage shall be paid to each full-time employee who does not have the required Municipal Police Training Council (MPTC) Academy certification from his/her date of hire through his/her first 26 weeks of employment. After the employee’s first 26 weeks of employment, he/she shall move to Step 1 – Starting Base Wage and thereafter to Step 2 – After 1 Year on his/her anniversary date with the Employer. The Academy/Recruit Base Wage shall be 90% of Step 1.

** The annual equivalent is for informational purposes only. The full-time employee shall be paid the hourly rate times 40 hours per week bi-weekly in 26 equal pay periods.

*** The hourly rate is the exact rate of pay for the calculation of overtime. The hourly rate is based on 2080 hours.

**** Sergeant(s) pay shall reflect a 1st Year and After 1 Year differential rate. The 1st Year differential shall be 12% above the Step 6 Base Wage. The After 1 Year differential shall be 17% above the Step 6 Base Wage.
### SCHEDULE "D"

#### PART-TIME EMPLOYEE BASE HOURLY RATES

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<th>Step</th>
<th>Years of Service</th>
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<th>1/1/10</th>
<th>1/1/11</th>
<th>1/1/12</th>
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<tbody>
<tr>
<td>1</td>
<td>Starting</td>
<td>$20.05/hr</td>
<td>$20.65/hr</td>
<td>$21.30/hr</td>
<td>$21.95/hr</td>
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<tr>
<td>2</td>
<td>Starting 2(^{nd}) Year</td>
<td>$20.80/hr</td>
<td>$21.45/hr</td>
<td>$22.15/hr</td>
<td>$22.85/hr</td>
</tr>
<tr>
<td>3</td>
<td>Starting 3(^{rd}) Year</td>
<td>$21.60/hr</td>
<td>$22.35/hr</td>
<td>$23.15/hr</td>
<td>$23.95/hr</td>
</tr>
<tr>
<td>4</td>
<td>Starting 4(^{th}) Year</td>
<td>$22.35/hr</td>
<td>$23.15/hr</td>
<td>$24.00/hr</td>
<td>$24.90/hr</td>
</tr>
</tbody>
</table>

All part-time employees shall advance through the Step program as set forth above on their anniversary date with the Employer.
<table>
<thead>
<tr>
<th><strong>APPLICATION</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name of Officer</td>
</tr>
<tr>
<td>2. Address to which correspondence concerning application should be directed.</td>
</tr>
<tr>
<td>3. Telephone Number</td>
</tr>
<tr>
<td>5. Name of Supervisor</td>
</tr>
<tr>
<td>6. Current Job Title</td>
</tr>
<tr>
<td>7. Occupation at Time of Injury/Illness</td>
</tr>
<tr>
<td>8. Length of Employment</td>
</tr>
<tr>
<td>9. Date of Incident</td>
</tr>
<tr>
<td>12. (a) Name of Witness(es) and Address (if available)</td>
</tr>
<tr>
<td>(b)</td>
</tr>
<tr>
<td>(c)</td>
</tr>
<tr>
<td>13. (a) Names of co-employees at the incident site</td>
</tr>
<tr>
<td>(b)</td>
</tr>
<tr>
<td>(c)</td>
</tr>
</tbody>
</table>
14. Describe what the officer was doing when the incident occurred. (Provide as many details as possible. Use additional sheets if necessary.)

15. Where did the incident occur? Specify (address, roadway, etc.).

16. How was the claimed injury or illness sustained? (Describe fully, stating whether injured person slipped, fell, was struck, etc., and what factors led up to or contributed. Use additional sheets if necessary.)

17. When was the incident first reported?  
   To Whom?  Time reported  
   Witness(es) (if any)

18. Was first aid or medical treatment received?  
   By Whom?  Time

19. Name and address of attending physician(s)

20. Name of Hospital

20a. Name of Ambulance Service

21. State name and address of any other treating physician(s)

22. State nature of injury and part or parts of body affected

23. The name and address of my representative to whom a copy of any decision concerning the application should be sent
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 if other than Injured Officer)  (Date)

Application Received By:

(Signature of Person Authorized to Receive Application)  (Date)

Date of Report

, New York  Signature of Injured Officer
Dear Comptroller:

In compliance with Section 363 and Section 363-c of the Retirement and Social Security Law instructing me to notify your agency of any and all injuries and illnesses sustained in the line of duty as a member of the Town of Goshen Police Department, I hereby submit the following report:

<table>
<thead>
<tr>
<th>Name of injured Police Officer</th>
<th>Registration and Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of incident</th>
<th>Time of incident</th>
<th>Location of incident</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Description of injury and/or illness</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Medical care required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Police Officer</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Witness to Injury</th>
<th>Print Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>