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

Title: **Harrison, Town of and Police Association of Town of Harrison (2004) (MOA)**

Employer Name: **Harrison, Town of**

Union: **Police Association of Town of Harrison**

Local:

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

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**MEMORANDUM OF AGREEMENT**

Memorandum of Agreement by and between the Town of Harrison (the "Town") and the Police Association of the Town of Harrison, New York (the "Association") dated this 30<sup>th</sup> day of June, 2004.

WHEREAS, the Town and the Association were parties to a collective bargaining Agreement that expired December 31, 2003; and

WHEREAS, authorized representatives of the Town and the Association met in good faith to negotiate a successor agreement; and

WHEREAS, the parties have reached a tentative agreement subject to ratification by the membership of the Association and the Town Board.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

1. The respective negotiating committees agree to recommend this Memorandum of Agreement for ratification.
2. A copy of this original document has been furnished to representatives of the Town and the Association.
3. All proposals not covered herein made by either party during the course of negotiations shall be deemed dropped.
4. Term of Agreement - The Agreement shall be for a period of three years commencing on January 1, 2004 and expiring on December 31, 2006.

5. Compensation -

A) Increase salaries as follows:

1/1/04 + 3.75%

1/1/05 + 3.75% 7/1/05 + .25%

1/1/06 + 3.75% 7/1/06 + .50%

B) Increase Differentials as follows:

Detectives: 1/1/04 from 7% to 8%

1/1/05 from 8% to 9%

Lieutenants: 1/1/04 from 29% to 30%

C) 1/1/04 - Increase K-9 differential from 3% to 5%.

6. Uniform Allowance

A) 1/1/04 Patrol - increase from \$750 to \$900

1/1/04 Detectives - increase from \$1,400 to \$1,850 (includes dry cleaning expenses)

B) 1/1/04 - Dry cleaning cap raised from \$6,000.00 to \$7,500.00

C) Three different vendors to be used.

7. Overtime

1/1/04 - Court overtime to go to a two (2) hour minimum at time and one half.

8. **Death Leave**

The member shall be entitled to use any four (4) days within two weeks of the date of death.

9. **Health Insurance**

Increase health benefit cap for spouse and children to lifetime for a death while in the line of duty, unless:

A) The spouse remarries

B) Children eligible until age 21, or 23 years of age, if the dependant is enrolled in a college or university.

10. 1/1/05 - Change eyeglass plan from voucher to CSEA eyeglass plan.

11. 1/1/04 - Increase bullet proof vest allowance from \$400 to \$700.

12. **Sick Incentive** (from 1/1 - 12/31) Effective 1/1/04

0 days off health - \$1,500.00

1 days off health - \$1,250.00

2 days off health - \$1,000.00

3 days off health - \$750.00

4 days off health - \$500.00

13. **Longevity** - 1/1/04 increase all steps as follows:

01/01/04 -- 5 years of service \$1,496.00

10 years of service \$2,546.00

15 years of service \$3,859.00

01/01/05 - 5 years of service \$1,571.00

10 years of service \$2,674.00

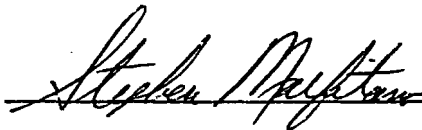
15 years of service \$4,052.00

01/01/06 - 5 years of service \$1,650.00

10 years of service \$2,807.00

15 years of service \$4,254.00

14. **Drug Testing** - Implement attached drug testing policy.
  
15. All provisions of the expired collective bargaining agreement that are not modified by this Memorandum of Agreement shall be incorporated into the successor agreement.

 9/2/04

STEVE MALFITANO  
TOWN SUPERVISOR

 9/3/04

RALPH TANCREDI  
UNION PRESIDENT

## **HARRISON POLICE DEPARTMENT DRUG POLICY**

### **I. POLICY**

The use of controlled substances (*which includes the abuse of prescription medications or their use in circumstances which are illegal or impair the employee's ability to perform his/her job*) is inconsistent with the Town's goal of providing a safe and productive workplace for all of its employees and is inconsistent with police work. Employers with successful drug free workplace programs report a decrease in absenteeism, accidents, downtime, turnover, and theft, and increases in productivity and overall morale. The Town and the Association have therefore established this policy in order to ensure that all employees are aware of the Town's prohibition of drug use and the consequences of such behavior.

This policy applies to all bargaining unit members subject to their collective bargaining rights to the extent the collective bargaining agreement is not inconsistent with the provisions herein.

### **II. PROHIBITIONS**

Performance of work functions is prohibited under the following conditions.

- (a) when the employee uses, or has used, any controlled substance, as indicated by a controlled substance test. The only exception is when such use is under physician's order and does not impair the employee's ability to perform his/her job duties;
- (b) using or possessing any controlled substance while on duty or off duty (*except where such use or possession of a controlled substance is pursuant to a physician's lawful prescription and does not impair the employee's ability to perform his/her job duties*);
- (c) a supervisor, trained in indications of prohibited drug use, has a "reasonable suspicion" to believe the employee has engaged in prohibited controlled substance use;
- (d) employee refuses to take a required drug test;
- (e) employee fails to adhere to the terms of any Rehabilitation Agreement which the employee has signed.

### **III. REQUIRED DRUG TESTING**

1. Pre-employment: This program does not impair or address the ability of the Town to conduct drug testing of potential employees prior to their employment.

**2. Reasonable Suspicion:** Reasonable suspicion is the criterion established by the Courts as the basis for the action by an Employer when an employee is suspected of illegally using drugs either on or off duty. Reasonable suspicion need not rise to the level of the standard of probable cause, but must be substantially more than a hunch. There must be good cause for the suspicion and there must be reasons set forth in writing and provided to the employees, at the time such testing is directed, including the factual basis for the directive.

A. Reasonable suspicion shall be based upon, among other things:

(i) observable phenomena, such as direct observation of illegally using or possession of drugs and/or physical symptoms of being under the influence of a drug, controlled substance or marijuana;

(ii) abnormal conduct or appearance or erratic behavior, and/or deterioration of work performance;

(iii) arrest or conviction for a drug related offense or the identification of an employee as the focus of a criminal investigation into illegal drug use or trafficking;

(iv) association with person(s) using or trafficking in illegal drugs;

(v) information provided either by reliable and credible sources or from other sources, independently corroborated;

(vi) evidence that the employee has tampered with a previously administered drug test and/or has made false or misleading statements to Town personnel regarding illegal use of a *controlled substance*.

B. "Reasonable suspicion" testing shall be conducted when a trained supervisor observes behavior, speech, odor or appearance that are characteristic of controlled substance misuse and, therefore, has a "reasonable suspicion." "Reasonable suspicion" shall include direct observation of use of a controlled substance while on duty or off duty.

C. "Reasonable suspicion" may also be based on information provided by a reliable and credible source that the employee has used a controlled substance while on or off duty.

D. The determination as to whether there is "reasonable suspicion" is to be made by the trained supervisor. Such supervisor shall set forth his/her observations in writing, on the form attached hereto or similar form, including a specific statement as to what conduct has been observed or what information was provided and whether the source was reliable. .

E. Belief that the employee has violated this policy must be based upon specific observations. "Reasonable suspicion" drug tests may be given up to thirty-six hours after the collective observations rising to Reasonable suspicion. However, all efforts should be made to have the test taken as soon as reasonably possible following the collective observations rise to a level of Reasonable suspicion. If the collective observation concludes at the end of an employee's shift, the employee may be required to remain so that he may be confirmed and tested.

F. Elements of "Reasonable Suspicion" Testing:

Observations of Employee's Physical condition (EXAMPLES ONLY)

- (1) slurred or unusually rapid speech;
- (2) confusion/disorientation;
- (3) odor of marijuana on breath or person;
- (4) unsteady gait or lack of balance;
- (5) glassy eyes;
- (6) rapid/continuous eye movement or inability to focus;
- (7) drowsiness;
- (8) inattentiveness;
- (9) physical injury to self or others;
- (10) tremors or bodily shaking;
- (11) poor coordination;
- (12) runny nose;
- (13) very large or small pupils;
- (14) slow or inappropriate reactions;
- (15) other physical manifestations.

Observations of Employee's Behaviors (EXAMPLES ONLY)

- (1) inability to appropriately respond to question, or to respond correctly;
- (2) complaints of racing or irregular hear beat;
- (3) marked irritability;
- (4) aggressiveness (attempts at physical contact);
- (5) inappropriate laughter, crying, etc.;
- (6) sleeping on the job;
- (7) fainting or repeated loss of consciousness;
- (8) improper job performance and/or violation of work rules;



## General Job Performance (EXAMPLES ONLY)

- (1) excessive unauthorized absences in last 12 months;
- (2) excessive use of sick leave in last 12 months;
- (3) frequent Monday/Friday absence, or other pattern;
- (4) frequent unexplained disappearances;
- (5) excessive "extension" of breaks or lunch;
- (6) frequently leaving work early; ignoring established procedures.
- (7) poor productivity

G. In those cases where the supervisor determines that the person's behavior causes a potential threat of harm to himself/herself or others, the employee will be immediately removed from the work site. *If necessary, the appropriate authorities should be contacted to assist in obtaining assistance for the employee.*

H. Once a determination has been made to refer an employee for testing, it will be the responsibility of the supervisor to advise the employee of such decision and supervisor or supervisory designee to escort the employee to a collection facility. *When the supervisor is arranging for the escort of the employee to the collection facility, the Town will provide the supervisor with any assistance necessary in the circumstances to protect the health and safety of all parties.* The supervisor should remain with the employee until testing is concluded. In the event that leaving the scene and/or remaining with the employee is not feasible, the supervisor will arrange transportation to the collection facility, (the employee may not drive a vehicle), will notify the collection facility that the employee is being sent for testing, will request that the collection facility notify the supervisor when collection procedures are completed, will request that the collection facility arrange for the employee to be transported home following the collection process, and will notify the employee that he/she is not to return to work pending receipt of the test results by the Town. *At any point in this process, the employee may request to be accompanied by his/her union representative if they are promptly available. However, no unreasonable delay of the testing will be permitted based on unavailability of the union representative.*

Random Testing: All employees, upon notification that they are being scheduled for Random Drug Testing, will appear as required at the location specified for testing. Such tests will be unannounced and performed up to four (4) times per year. Random Drug tests shall be given at any time during an employee's shift. The procedure for random selection shall be determined by the independent agency, selected by the Town and the Association, and that agency will administer the tests based upon a list of employees, identified by social security number or other identifying number consisting of ten (10%) percent of the bargaining unit plus twenty (20) alternates. That list shall be forwarded to the agency by e-mail copy to the Union President and the agency shall identify the

employees to be tested by written notification to the Chief with a carbon copy to the Union President.

## TESTING PROCEDURES

### Controlled Substances

The employee must provide a urine or oral fluid/saliva specimen as the Town may require that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Marijuana	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	5 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and methamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine

The standards set forth in the table hereinabove is stipulated by the parties to be the current NIDA standard. The parties agree that the standard shall be modified to conform to any future modifications in the NIDA standards upon 30 days notice to the association.

Once a specimen is provided in a location that affords privacy, (employee and a laboratory observer of the same sex) specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

2. The employee must provide at least forty-five (45) milliliters of urine if a urine test is being used. Failure to provide an adequate sample is considered a refusal to submit, and the employee is considered to have engaged in prohibited actions, pursuant to the rules. If the employee is unable to provide the minimum amount of urine, the collection site person shall have the employee consume up to forty (40) ounces of fluid and provide a sample within three (3) hours. If, at this time, the employee is still unable to provide a specimen, the employee will be sent for a medical evaluation to determine if there is any legitimate reason for the employee's failure to provide a specimen, or there is a refusal to submit an adequate specimen.

3. Visual observation of urination shall not be required, except in cases where a previous diluted, adulterated or substituted sample has been detected. The observer shall be of the same gender as the employee.

4. Each urine or oral/saliva specimen shall be split into two separate vials, one "primary" and one "split".

5. If the primary specimen confirms the presence of one or more of the drugs hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the employee shall have seventy-two hours from notification from the MRO to request that the "split" specimen be sent to another certified laboratory for analysis. (Note: The employee must be removed from duties at this time.) If the "split" specimen has a drug positive result, the employee shall reimburse the employer for the cost of analysis of the "split" specimen.

If the screening test for the "primary" specimen has a drug positive result, a confirmation test will then be performed for each drug identified in the "primary" specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.

7. All drug test results from both the "primary" specimen and, if requested, the "split" specimen, will be reviewed and interpreted by a physician (also called a "Medical Review Officer") before they are reported to the employer.

8. If the laboratory reports a positive result to the Medical Review Officer ("MRO"), the MRO shall interview the employee to determine if there is an alternative medical explanation for the drug found in the employee's urine specimen. If the employee provides appropriate documentation and the MRO determines that it is a legitimate medical use of a controlled substance, the drug test result is reported as negative.

If, for any *valid* reason, the MRO is unable to contact the employee or if the employee expressly declines to discuss the test, then, after making reasonable efforts to contact the employee, the MRO shall report a positive result.

9. Upon written request, the MRO shall provide a copy of any positive result and supporting documentation to the employee.

10. The Town's use of any tests performed pursuant to this policy shall be limited to determining the employee's conformance to this policy.

#### **TEST REFUSAL**

1. Any refusal to undergo any of the tests for controlled substances as outlined above will be accorded the equivalence of a positive test. An employee shall be deemed to have refused where the employee:

- (a) Refuses or fails to provide adequate breath for testing without medical explanation after the employee has received notice of the requirement of breath testing; or
- (b) Refuses or fails to provide adequate urine for controlled substance testing, without a valid medical explanation, after the employee has received notice of the requirement for urine testing; or
- (c) Engages in conduct that obstructs, delays or frustrates the testing process, including but not limited to the submission of an adulterated or dilute sample, or failing to appear for testing within sixty minutes of being directed to undergo a test. An employee is expected to report, without delay, for testing as instructed.
- (d) Any admission of prohibited activity pursuant to this policy after an employee has been selected for random or reasonable suspicion testing shall be deemed to be a violation of this policy subject to discipline which may include termination.

An employee will be disciplined for refusal to take a test required herein, subject to said employee's rights to contest such action under applicable Civil Service or other laws, or under the procedures set forth in an applicable collective bargaining agreement. The parties agree that an appropriate penalty for refusal in all cases is discharge.

2. An employee on a previously scheduled approved leave, including but not limited to vacation or a scheduled day off, shall not be required to undergo a drug test if his or her name is randomly selected during that period but may be subject upon return, if his/her return is scheduled to occur within forty-eight (48) hours of the selection. In such an event, the alternate(s) shall be tested in place of the employee on leave. The alternates shall only be tested in the order they appear on the list, and only to the extent necessary to fulfill the ten (10%) percent requirement.

## **CONSEQUENCES OF POSITIVE TEST RESULTS**

1. If the employee has engaged in the prohibited use of a controlled substance as defined herein, the employee will be removed from all duties and shall be subject to discipline. If an employee is unavailable for preference of disciplinary charges, the Union President or Vice President shall accept service of the charges without objection to accepting service. No return to duty will be permitted until the employee has been evaluated by a substance abuse professional ("SAP") chosen by the Town, has complied with any treatment recommendations, and has been cleared for return to duty by the SAP. Thereafter, a "return to duty" drug test must be performed with satisfactory results. A satisfactory result will be one that is verified as negative for all controlled substances.

2. An employee who is referred by the SAP for treatment will be required to sign a Rehabilitation Agreement, and a release permitting the Town to obtain the employee's treatment records. The employee will be expected to comply with all treatment recommendations set forth in the Rehabilitation Agreement as a condition of further employment. Failure to follow treatment recommendations will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the collective bargaining agreement if applicable, or statutory employee rights.

3. During the period of treatment, the employee will be eligible to utilize his or her, accumulated personal, holiday and vacation leave. Thereafter, the employee shall not otherwise be compensated during the period of said employee's absence. Employees who test positive may be allowed one opportunity for treatment and counseling at the absolute discretion of Board of Police Commissioners.

4. Once the individual returns to duty, unannounced follow-up tests shall be conducted at such frequency and for such duration of time as the Town, in its absolute discretion may decide. All follow-up tests shall be given at any time during an employee's shift, or no more than thirty minutes before, or thirty minutes after an employee's shift. A positive test following the employee's return to work will result in the employee's termination upon the successful establishment of a disciplinary charge consistent with the collective bargaining agreement, if applicable. The employee shall bear the cost of all follow-up tests. The employer shall bear the cost of the SAP and of any compliance monitoring (monitoring the employee's following of the treatment recommendations set forth in the Rehabilitation Plan).

5. An employee who has a positive test may be subject to disciplinary action separate and apart from the employee's removal from duty. The Town may, at its discretion, suspend any disciplinary action while an employee is undergoing inpatient substance abuse treatment and if any employee is unavailable for preference of disciplinary charges, the Union President or Vice President shall accept service of the charges. The suspended disciplinary action will remain pending during treatment and for a period after completion of the treatment as determined by the SAP. At the end of the suspension period, the disciplinary action may be continued or withdrawn.

6. The employer is not required, and will not provide, rehabilitation pay for treatment or counseling aside from that set forth in such employee's medical insurance program.

7. Nothing contained in this policy, unless explicitly stated otherwise, shall preclude the employer from taking action, up to and including termination. Notwithstanding the foregoing, the employee shall maintain all rights of due process in accordance with the Collective Bargaining Agreement and applicable statutes.

## **PROCEDURE FOR HANDLING OF CONTROLLED SUBSTANCES AND PARAPHERNALIA**

In those cases where a supervisor discovers an employee who possesses what appears to be a controlled substance, illegally-used drug, he/she will proceed as described above for instances where "reasonable suspicion" exists, and, if the substance in question appears to be a controlled substance or illegally-used drug, will in addition perform the following steps:

(a) Immediately confiscate the substance and all equipment or paraphernalia directly employed with the substance. Wrap them in any available clean material (e.g. paper towel, copier paper, handkerchief). The supervisor will keep the package on his/her person or where he/she can be absolutely sure it cannot be tampered with.

(b) As soon as the supervisor can, he/she will put the wrapped materials, still in the wrapping, into a large envelope and seal the envelope completely. The supervisor's initials will be written over the seam of the envelope in several places.

(c) The supervisor will write the employee's name, his/her own name, and the date at the top of the envelope, will promptly notify the Town of their actions, and will turn the envelope over as soon as possible to the Town law enforcement officials. The supervisor will witness the signing and dating of the envelope by the person to whom he/she turns it over.

(d) All persons who subsequently and for whatever reason have possession of the envelope will sign and date it in the presence of the previous supervisor.

## **VOLUNTARY TREATMENT**

1. Where a permanently appointed employee voluntarily acknowledges use of legally prescribed prescription drugs (prescribed to that employee), used in violation of this policy, provided that employee has not previously tested positive for drug use while employed by the Town nor has been previously subject to a disciplinary proceeding for a violation of this policy, then said employee will be afforded the opportunity to participate in a drug rehabilitation program which, if successfully completed, will not subject them to disciplinary action (the "Voluntary Admission"). This Voluntary Treatment provision only covers only legally prescribed prescription drugs (prescribed to that employee), subsequently used in violation of this policy.

2. The employee carries that burden of proof that the Voluntary Admission of such drug use was limited to drugs legally prescribed to the employee and subsequently used in violation of this policy and consequently shall be subject to drug testing in accordance with drug testing procedures herein immediately upon his or her Voluntarily Admission of such drug use in order to confirm the truthfulness and completeness of the employee's Voluntary Admission.

3. The employee may take an unpaid leave of absence for treatment on an

inpatient or outpatient basis for a period not to exceed thirty (30) days. The Department Head, may approve an additional leave of thirty (30) days. The employee may use up to 20 work days of sick time; and any accumulated vacation time, holidays and other accrued leave time during this time period.

4. Return to work after completion of the program may only occur upon certification from the program that the employee has satisfactorily participated in the program, that the program recommends return to regular assignment and that there is proof of no drug use for a period of two (2) weeks prior to return to work. Upon return to work, the employee is subject to continuing random drug tests at the absolute discretion of the Town.

5. Any employee who makes a Voluntary Admission and chooses not to enroll in a treatment program, or participates in a treatment program but fails to successfully complete the program or be recommended for return to work by the treatment program, shall be subject to other appropriate action, including disciplinary action which may result in termination.

## **CONFIDENTIALITY AND MAINTENANCE OF RECORDS**

All employee testing records are confidential and test results will only be released to the appointing authority, the Town Attorney and the substance abuse professional (SAP) or used in disciplinary proceeding. Any other release of information will only be allowed with the employee's consent.

2. Records shall be maintained by the employer in accordance with the following time frames:

One Year:	negative and cancelled drug tests;
Two Years:	training records; records relating to the breath saliva/oral fluid and urine collection process;
Permanent:	positive drug test; documented refusals to test; records of equipment calibration; records relating to employee referrals to a SAP and any of their evaluations; copies of annual testing summaries.

3. Any employee who is the subject of a drug test conducted under this policy shall, upon written request, have access to any records relating to his or her drug test and any records relating to the results of any relevant certification, review, and/or revocation-of-certification proceedings.

## **TRAINING**

Supervisors and other persons designated to determine whether "reasonable suspicion" exists to require an employee to undergo "reasonable suspicion testing" must receive at least one hour of training on controlled substance use, which they will use in making their determination. New supervisors shall receive such training within 9 months of their appointment.

## **NOTIFICATIONS**

Every employee shall be deemed to know about the signs, symptoms, and effects of controlled substance use, and the consequences of testing positive, which may include termination and shall be provided a copy of the policy upon appointment. For current members, the policy shall be provided within thirty (30) days of the adoption of the policy by the Town Board.



## MISCELLANEOUS

1. An employee shall be paid for all time pertaining to a drug test required pursuant to this Policy, including travel time to and from the test site. Such time shall be considered as time worked for the purposes of computing overtime and employee benefits.

2. When a decision is made to test based upon "reasonable suspicion," the employee shall be advised that the employee may consult with legal counsel or a union representative. However, such consultation shall not unreasonably delay the testing process.

3. The failure to contact an attorney and/or union representative shall not constitute grounds for an employee to refuse any drug tests which may be required pursuant to the policy.

4. Employees on standby, or on call, are subject to the same drug prohibitions set forth herein for employees on duty.

5. The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, social worker or addiction counselor certified by the National Association of Drug Abuse counselors Certification Commission or other qualified organization.

6. The employer shall make available its Employee Assistance Program, if any, which is capable of evaluating and resolving problems associated with the misuse of controlled substances, for as long as an individual continues to be an employee.

7. If, as the result of a refusal or a positive test, then corrective discipline may be sought.

8. In cases of a positive test, the employee may be served with a written notice of charges, as specified in the collective bargaining agreement, if applicable, or other controlling statutes but without any specific reference to a positive drug test. Notwithstanding this requirement, the employer shall not be prohibited from disclosing the results of a positive drug test to a decision-maker in support of any disciplinary charge alleging a violation of this Drug Policy.

9. In the case of a willful refusal to take a required drug test, or in the case of a positive follow-up test after the employee has returned to work, or in the case of an employee's failure to comply with treatment recommendations set forth in a signed Rehabilitation Plan, the employee shall be subject to discipline in accordance with the disciplinary procedures of the collective bargaining agreement or New York State law, whichever is applicable and the parties hereto acknowledge that termination after such procedures may be an appropriate penalty.

10. In the event that any portion of this Policy shall be found to be invalid by decision of a tribunal of competent jurisdiction, then such specific portions specified in such decision shall be of no force and effect. Upon the issuance of such a decision, then either party shall have the right to reopen negotiations with respect to a substitute for such portion of this Memorandum of Agreement involved.

11. Should any portion of the Policy be in conflict with the collective bargaining agreement, then the applicable clause in *the Policy* shall be deemed superior *to* and shall supersede *any other* applicable part of the collective bargaining agreement with *which it conflicts*. The employer shall have the right to contract with Lab(s) and or Third Party Administrator(s) to implement and administer the Drug Testing Policy.

12. The parties hereto agree that any procedures necessary to implement this testing program not expressly set forth herein shall be negotiated within sixty (60) days hereof.

  
STEPHEN MALFITANO  
TOWN SUPERVISOR

  
RALPH TANCREDI  
UNION PRESIDENT

Dated: 9/2/04

Dated: 9/3/04

## FORMS

Last Chance Agreement

Substance Abuse Consent and Information Release Form

Urinalysis Information

Behavioral Checklist for Possible Substance Abuse Problems

Parties agree that they shall meet and negotiate modifications to procedures not expressly set forth herein.

**FORM A**

**ACKNOWLEDGMENT OF RECEIPT OF COPY OF TOWN'S DRUG POLICY**

I, \_\_\_\_\_ hereby acknowledge that I have been given a copy of the Town's Drug Policy and that my rights and responsibilities with respect to it were explained.

\_\_\_\_\_  
Signature of Employee/Volunteer

Dated: \_\_\_\_\_

**FORM B**

**LAST CHANCE AGREEMENT**  
(To be provided by Town Attorney)

DATE \_\_\_\_\_

NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

Dear \_\_\_\_\_,

**FORM C**

**SUBSTANCE ABUSE CONSENT  
AND  
INFORMATION RELEASE FORM**

I understand that the Town's Drug Policy requires that I provide a saliva, breath, hair, urine and/or blood sample for drug testing

g. I hereby consent to such testing. I further authorize the testing laboratory to release my test results and related medical information to management officials and/or any outside reviewing agent chosen by the Town of Harrison.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**NOTE:** The above information will be gathered by the drug testing laboratory at the time the sample is collected and will be used only for the purposes set forth in the Policy.

## **FORM D**

### **URINALYSIS / SALIVA INFORMATION**

#### **Notice**

Pursuant to its written policy, the Town has directed you to provide a urine or saliva specimen for drug testing. To ensure you are treated fairly and with dignity, the following safeguards have been adopted.

#### **Prior Use of Legal Drugs**

After testing, the Town will afford applicants and employees the opportunity to list all prescription and non-prescription drugs they have used in the last thirty (30) days, to provide medical documentation that same were taken pursuant to the directions of a physician's prescription and to explain the circumstances surrounding their use.

#### **Providing the Urine or Saliva / Oral fluid Specimen**

You are required to provide at least forty-five (45) milliliters of urine or a reasonable amount of saliva or oral fluid. If at first you are unable to do so, collection personnel will give you eight (8) ounces of liquid every thirty minutes until you are able to do so. You may provide your urine specimen in private. Neither the employer nor the collection site personnel shall be required to observe the giving of a sample unless the employee has previously tampered with a test or the Town has reason to suspect that the employee will tamper with the test or the employee has previously tested positive.

#### **Accuracy of Test Results**

The Town has taken precautions to assure your test results are accurate. Those persons administering the test have been fully trained in their use. The Town has retained the services of a laboratory that uses accepted testing procedures. The laboratory uses two (2) separate tests. If the first test produces a positive result, the laboratory will administer a second, more sophisticated test. This second test measures the exact molecules of each drug; every drug has a different molecular structure, just as each person has a different fingerprint. Only if the second test is also positive does the laboratory report a positive test result. Both the scientific and medical community agree that this combination of tests used by the laboratory produces extremely accurate results.

**FORM E**  
(subject to modification)

**REASONABLE SUSPICION OBSERVED BEHAVIOR DOCUMENTATION**

(Use back of form, if necessary, to complete any portion)

Employee Name: \_\_\_\_\_ Department \_\_\_\_\_

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

**Description of Events:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Description of Observed Behavior In All Appropriate Areas:**

1. Speech: \_\_\_\_\_
2. Odor: \_\_\_\_\_
3. Balance: \_\_\_\_\_
4. Walking: \_\_\_\_\_
5. Standing: \_\_\_\_\_
6. Eyes: \_\_\_\_\_
7. Face: \_\_\_\_\_
8. Demeanor: \_\_\_\_\_
9. Awareness: \_\_\_\_\_
10. Other: \_\_\_\_\_

Witnessed By: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_ Date/Time: \_\_\_\_\_

MRO Contact: \_\_\_\_\_ Date/Time: \_\_\_\_\_

MRO Comments \_\_\_\_\_

August 12, 2004

2004 - - 432

APPROVAL OF THE MEMORANDUM OF UNDERSTANDING REGARDING  
THE POLICE BENEVOLENT ASSOCIATION CONTRACT

On motion of Councilman Cannella, seconded by Councilman Vetere,

it was

RESOLVED to approve the Memorandum of Understanding with the Police Benevolent Association (PBA), subject to final negotiations by the Town Attorneys' office on the Drug Testing policy.

FURTHER RESOLVED to forward a copy of this Resolution to the Town Attorneys, the Chief of Police and the President of the Police Benevolent Association (PBA.)

Adopted by the following vote:

AYES: Councilmen Paladino, Vetere, Cannella and Scappaticci  
Supervisor Malfitano

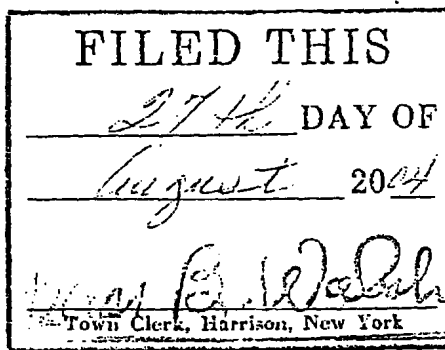
NAYS: None

ABSENT: None

There being no further matters to come before the Board the Meeting was, on motion duly made and seconded, declared closed at 12:30 AM on August 13, 2004.

Respectfully submitted,

Joan B. Walsh  
Town Clerk



Copies to:

- Assessor
- Benefits
- Bldg
- Compt'r
- Engrng
- Law
- Police
- P. Wrks
- Purch'g
- Rec'n
- Supvs
- PBA President



Effective January 1, 2003, Members of the Association shall receive a three and one-half (3.5%) percent increase in base salary which was in effect on December 31, 2002.

The salary schedules for 2003 are as follows:

		<u>2004</u>
Police Officer First Grade.....	\$71,099	73,765.
Police Officer Second Grade.....	\$62,512	64,856 -
Police Officer Third Grade.....	\$55,567	57,651. -
Police Officer Fourth Grade.....	\$48,621	50,444.
Police Officer Fifth Grade.....	\$41,674	43,237.
Police Detective		
(P.O. 1st Grade, + 7%).....	\$76,076	<del>79,710</del> 79,666 <sup>1%</sup> (inc 1%)
Police Sergeant		
(P.O. 1st Grade, + 15%).....	\$81,764	84,830.
Police Lieutenant		
(P.O. 1st Grade, + 29%).....	\$91,718	95,895 <sup>1%</sup> (inc 1%)
Detective Lieutenant		
(P.O. 1st Grade, + 32%).....	\$93,851	97,370 -
Police Captain		
(P.O. 1st Grade, + 52%).....	\$108,070	112,123 -

(by salary)  
1 DiBuon