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AGREEMENT

- between -

THE CITY OF WHITE PLAINS

- and -

POLICE BENEVOLENT ASSOCIATION

OF THE

CITY OF WHITE PLAINS, INC.

Effective: July 1, 2012 through June 30, 2018

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AGREEMENT made and entered into this 18th day of June 2015, effective as of July 1, 2012, by and between THE CITY OF WHITE PLAINS, a municipal corporation, located in the County of Westchester, State of New York ("the City") and the POLICE BENEVOLENT ASSOCIATION OF THE CITY OF WHITE PLAINS, INC., a membership corporation, duly incorporated under the laws of the State of New York ("the Association").

SECTION 1 - RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent and representative for the uniformed employees of the City's Police Department who have the designation of Police Officer, including Police Officers assigned to the Detective Division, Sergeant, Lieutenant and Captain ("the employees").

SECTION 2 - DUES CHECK-OFF

The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll dues deduction card, the amount certified by an officer of the Association as Association dues. Deductions will be made from the payroll bi-weekly and the total dues collected will be delivered to the treasurer of the Association. Authorization may be terminated by the employee upon one full payroll period's written notice to the City and the Association.

SECTION 3 - MANAGEMENT RIGHTS

The City retains the exclusive right to plan, determine, direct and control or change the nature and extent of the operations of the Police Department and to make decisions which are properly a part of management or a prerogative of the Commissioner of Public Safety, including but not limited to the promotion of an employee from one classification to another, the assignment of employees from one command to another, the tours of duty of employees and the manner of the performance of duties, the right to amend the rules, regulations and orders of the

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Police Department, except that the rules, regulations and orders shall not conflict with the terms and conditions of this Agreement, and provided that the plan, determination, direction and control, change or amendment shall not be made in a discriminatory manner and shall not violate any provision of this Agreement.

SECTION 4 - HOURS OF DAY AND WORKWEEK

The present rules and regulations of the Police Department, the ordinances of the City, and applicable statutes of the State of New York as they now exist shall govern the number of hours per day which employees shall be required to work and the number of hours per week they shall be required to work.

SECTION 5 - WORK SCHEDULE

A. Reasonable advance notice shall be given of changes in the work schedule.

B. 1. Except as stated below, an employee who is regularly assigned to work 261 days per year and who, as part of the employee's regular work schedule, is scheduled to work on Thanksgiving, Christmas or New Year's Day (on their celebrated dates), shall be given the day off with pay, without charge against accrued leave time.

2. It is understood that, depending on staffing needs, the Department may decide to assign the employees to work on any or all of these days. These decisions, including that regarding the number of employees to be assigned, shall be final and binding and not subject to the grievance procedure.

3. Assignments for work on these days will be made by the Department on a rotational basis, in order of reverse Department-wide seniority. Any employee so selected shall be granted the employee's next regularly scheduled work day off, with pay, and without charge against accrued leave time.

4. All other contract provisions, including recall, shall remain unchanged and in full force and effect except as stated above.

C. Only for those employees regularly assigned to work 261 days per year, if Christmas Day or New Year's Day falls on a Saturday, those employees will receive the immediately preceding Friday as a scheduled day off; if either holiday falls on a Sunday, those employees will receive the immediately succeeding Monday as a scheduled day off.

D. The City and the PBA will engage in negotiations over the design of duty charts including but not limited to a review of the 8, 10 and 12 hour tours. While it is always best for changes in Work Schedules to be mutually agreed upon, impasses do occur and should the PBA and the City reach a state of impasse in their talks over Work Duty Charts for bargaining unit members, either party shall have the full right and benefit of the Taylor Law impasse procedures for essential personnel, which culminates in binding arbitration pursuant to N.Y. Civ. Serv. Law § 209.4.

SECTION 6 - EXCHANGE OF DUTY

Exchanges of duty up to six per year may be granted to employees holding the same rank within the Department. Except in the case of an emergency, all exchanges of duty must be submitted at least five calendar days in advance. When exchanges of duty are granted, they must be repaid within 12 months from the date of exchange.

The procedures for carrying out exchanges of duty shall be governed by the tour of duty exchange requested form.

SECTION 7 - RECALL

In the event an employee is recalled to duty; i.e., when required to report to duty for a period of time that does not run into or run after the employee's regular tour, the employee shall

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receive a minimum of four hours' pay at time and one-half rate. Recall shall be computed from the time the employee reports for duty. Any employee receiving a stipend pursuant to Section 9(E) shall be entitled to two hours minimum recall instead of four.

For the purpose of computing overtime, fractions of an hour in units of less than 15 minutes shall be credited as full quarter hours. Overtime payments shall be made in accordance with administrative practicalities, but in no event less than quarterly or when ten hours are due.

SECTION 8 - COURT TIME

When an employee excluding employees assigned to the Detective Division, is required to attend Court outside of the employee's scheduled tour of duty, the employee shall be credited with a minimum of four hours' compensatory time at the straight time rate. If the employee is required to remain in Court beyond the four hour period, the additional time shall be credited hour for hour and in minimum units of 15 minutes. Travel time to and from Court shall be deemed to be one hour and shall be counted as one hour of the four hour minimum.

Detectives who are called in off schedule for Court attendance shall be given compensating time off on a straight time basis. Any portion of accrued time for which compensating time off is not given by the end of each calendar year, or 90 days from accrual, whichever is the later date, shall be paid for on straight time rate.

In order to be compensated under this Section, when the employee is notified by other than the Police Department to report to Court, the employee must notify the Chief or designee, in writing, at least 48 hours from the time when the employee receives notice. In the event there is less than 48 hours' notice to the employee, from other than the Police Department, than the employee shall, as soon as reasonably possible, notify the Police Department in writing.

SECTION 9 - WAGES

A. The annual wage of employees shall be according to years of service, rank and/or assignment according to the following schedule on the dates indicated:

(i) For Police Officers hired before July 1, 2015:

<u>Police Officers</u>	<u>7/1/12</u>	<u>7/1/13</u>	<u>7/1/14</u>
Starting Salary	\$56,255	\$57,380	\$58,528
After One (1) Year of Service	\$68,275	\$69,641	\$71,034
After Two (2) Years of Service	\$76,324	\$77,850	\$79,407
After Three (3) Years of Service	\$84,367	\$86,054	\$87,775
<u>Sergeant - 19% above top Police</u>			
Starting Salary	\$100,397	\$102,404	\$104,452
<u>Lieutenant - 15% above Sergeant</u>			
Starting Salary	\$115,457	\$117,765	\$120,120
<u>Captain - 15% above Lieutenant</u>			
Starting Salary	\$132,776	\$135,430	\$138,138
<u>Police Officers</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
Starting Salary	\$59,699	\$61,042	\$62,568
After One (1) Year of Service	\$72,455	\$74,085	\$75,937
After Two (2) Years of Service	\$80,995	\$82,817	\$84,887
After Three (3) Years of Service	\$89,531	\$91,545	\$93,834
<u>Sergeant - 19% above top Police</u>			
Starting Salary	\$106,542	\$108,939	\$111,662

Lieutenant - 15% above Sergeant

Starting Salary	\$122,523	\$125,280	\$128,411
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Captain - 15% above Lieutenant

Starting Salary	\$140,901	\$144,072	\$147,673
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(ii) For Police Officers hired on or after July 1, 2015:

<u>Police Officers</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
Starting Salary	\$50,000	\$50,000	\$50,000
After One (1) Year of Service	\$56,000	\$57,260	\$58,692
After Two (2) Years of Service	\$63,000	\$64,418	\$66,028
After Three (3) Years of Service	\$71,000	\$72,598	\$74,413
After Four (4) Years of Service	\$80,000	\$81,800	\$83,845
After Five (5) Years of Service	\$89,531	\$91,545	\$93,834

Sergeant - 19% above top Police

Starting Salary	\$106,542	\$108,939	\$111,662
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Lieutenant - 15% above Sergeant

Starting Salary	\$122,523	\$125,280	\$128,411
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Captain - 15% above Lieutenant

Starting Salary	\$140,901	\$144,072	\$147,673
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B. In order for an employee who has not been a member of the Police Department for a period of 12 consecutive months prior to or by the first day of July of any year, the effective date of annual increments, to be eligible to receive the first year annual increment, the employee shall have been on the Department's payroll on or before the last day of February immediately preceding the effective date of annual increments.

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C. Plainclothes Assignment: Police Officers assigned to plainclothes (street crime, burglary unit, youth, warrants) and the Inspector shall receive an annual \$714 stipend payable in quarterly payments of \$178.50, which shall be prorated for time served in the assignment. The employee must work six weeks in the quarter to be eligible for the quarterly pay.

D. Detective Differential: The differential shall be as set forth below. Payment of the differential shall be prorated for time served in the assignment.

Grade 1: 11% above top Police Officer salary.

Grade 2: 10% above top Police Officer salary.

Grade 3: 9% above top Police Officer salary.

Supervisor: 9% above top Police Officer salary.

E. Assignments with additional per annum stipends:

Special Detail - Parking Authority: \$2,000

Radio Maintenance: \$2,000

Those employees designated and utilized by the Department in its sole, nongrievable discretion as bi-lingual specialists shall receive: 5% of base salary, prorated during time served in assignment during the calendar year.

The supervisor, of the rank of Lieutenant or above, who is designated by the Commissioner of Public Safety in his/her sole, nongrievable discretion as the "Inspector" shall receive 14% of his/her base salary, prorated during time served in assignment during the calendar year.

F. Longevity: Employees hired before July 1, 2015 shall receive, in addition to their regular salary, longevity payments of 2% + \$350 at five years' service on the force, 3% + \$350 at

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ten years, and 4% + \$350 at 15 years, but payment shall begin as of July 1st of each year following eligibility. Employees hired on or after July 1, 2015 will receive, in addition to their regular salary, longevity payments of 3% + \$350 at ten years' service on the force, and 4% + \$350 at 15 years, but payment shall begin as of July 1st of each year following eligibility.

G. Night Differential: Employees regularly assigned to work the 12:00 a.m. to 8:00 a.m. tour of duty as part of their rotation of hours shall receive a differential computed as follows: seven percent of the employee's annual rate, times 11/12. The prorata portion of this amount shall be included in each paycheck. This payment will continue while the Employees are assigned to a squad or division which is regularly scheduled to work the 12:00 a.m. to 8:00 a.m. tours. The Department reserves the right to reassign the employees to other assignments in the discretion of the Commissioner or a designated representative. Employees regularly assigned to work a shift that commences no earlier than 3:00 p.m., and ends no later than midnight, as part of their rotation of hours shall receive a differential computed as follows: 4% of the employee's annual rate, times one-half, times 11/12. Employees regularly assigned to work the 6:00 p.m. to 2:00 a.m. tour of duty as part of their rotation of hours shall receive a differential computed as follows: 4% of the employee's annual rate, times one-third, times three-quarters, times 11/12.

The prorated portion of this amount shall be included in each paycheck. This payment will continue while the employee is assigned to a squad or division that is regularly scheduled to work the 6:00 p.m. to 2:00 a.m. tour. The Department reserves the right to reassign the employee to other assignments in the discretion of the Commissioner or a designated representative.

H. Mileage Allowance. Where a private car is authorized by the Department for use for the City's business and when the employee has been certified eligible for reimbursement by the

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Insurance Risk Manager, the employee will be reimbursed for mileage at the standard mileage rate used by the Internal Revenue Service.

I. Lieutenant Commanders Differential. Should the City create and staff a Training Lieutenant Commander assignment, the employee so assigned shall receive a 5% differential over his/her base salary. Should the City create and staff a Patrol Lieutenant Commander assignment, the person(s) so assigned shall receive an 8% differential over his/her base salary. Should the City create and staff a Traffic Lieutenant Commander assignment, the employee(s) so assigned shall receive a 5% differential over his/her base salary. These employees may be assigned and utilized by the City in its sole non-grievable discretion. The differential shall be prorated for the time served in the assignment during the calendar year.

J. Police Officer on Special Assignment Differential. Should the City create and staff a Police Officer on Special Assignment, the employee(s) so assigned shall receive a 5% differential over his/her salary. These employees may be assigned and utilized by the City in its sole non-grievable discretion. The differential shall be prorated for the time served in the assignment during the calendar year. An employee who has served three consecutive years in the assignment may be reassigned only following written notice from the Department stating the reason(s) for the reassignment, and an opportunity to respond to the Commissioner of Public Safety regarding same. The Commissioner's decision shall be final and binding.

SECTION 10 – OVERTIME

A. All Police Officers, Sergeants, Lieutenants and Captains, but excluding Detectives, Plainclothes Officers and Plainclothes Supervisors, shall receive time and one-half in cash

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payment for all overtime ordered or scheduled by the Commissioner or his/her authorized representatives.

B. Police Officers, Sergeants, Lieutenants, and Captains will continue to receive straight time in cash payment for all voluntary overtime. The Department shall consider Departmental seniority as a consideration in the assignment of voluntary overtime pursuant to this provision. The assignment of voluntary overtime shall be neither arbitrary nor capricious.

C. Detectives, Plainclothes Officers and Plainclothes Supervisors shall receive compensatory time or cash payment for all ordered or scheduled overtime at time and one-half, within the discretion of the Chief of Police and as scheduled needs permit as in the past; the employee may request time or cash, but the decision will be made by Chief in his/her sole, nongrievable discretion. Detectives, Plainclothes Officers and Plainclothes Supervisors shall continue to receive compensatory time for all voluntary overtime at straight time rates, within the discretion of the Chief of Police and as scheduled needs permit as in the past.

D. Compensatory Time Cap.

(i) Employees with accrued compensatory time in excess of 48 hours must request and take that excess time by on or before March 31, 2003. Except where otherwise agreed by the Department in writing, the employee must request the use of 50% of the excess time in each year, and must make at least one request for the use of compensatory time every three months. Any denial of a request shall automatically be reviewed by the Commissioner of Public Safety or his or her designee. If, as a result of the Department's decision to deny the use of compensatory time as requested, the employee still has accrued unused compensatory time at the end of the two year period, then the City will pay for the excess time, provided that the

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employee has made a good faith effort to request, schedule and use this time as contemplated by this agreement. In any arbitration regarding the denial of a request, or an employee's right to payment at the end of the two year period, the burden will be on the Department to establish that its decision was not unreasonable.

(ii) No employee may accrue more than 48 hours of compensatory time. Except as provided in paragraph (i) above, if the employee's accruals exceed 48 hours, then the employee must request and take the excess time within six months at a time(s) agreed upon by the employee and the Department. This time frame may be waived by the Department due to, for example, staffing concerns, in which case the employee and the Department will agree upon a new date(s).

(iii) For purposes of this provision only, compensatory time taken pursuant to this provision shall be considered as time worked for purposes of determining the workweek overtime calculation.

SECTION 11 - BENEFIT PLANS

A. The existing employee benefit plans provided for the employees of the City with respect to health insurance, Section 208-b of the General Municipal Law, and Sections 3 and 4 of Chapter 1005 of the Laws of 1965 shall remain in full force and effect.

B. False Arrest Insurance. The City shall continue to provide False Arrest Insurance conditioned on its ability to continue to obtain coverage.

C. Health Insurance.

1. The City shall continue to contribute 100% of the cost of family coverage under the "N.Y.S. Empire Health Insurance Program." Employees appointed on or after January

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1, 1990, shall contribute 25% percent of the cost of the health insurance plan in which they are enrolled until they have completed five years of service within the Police Department.

2. Effective June 29, 2015, paragraph (1) will be deleted and replaced with:

The City shall continue to contribute one hundred (100%) percent of the cost of family coverage under the "N.Y.S. Empire Health Insurance Program" as presently provided, except that employees hired after June 28, 1991 and on or before the complete ratification and approval of the 2012-2018 Agreement shall be required to pay twenty-five (25%) percent of the cost of their health insurance premiums for the first five (5) years of service with the City.

For employees hired after June 29, 2015, the City shall contribute 85% of the premium charged by the New York State Empire Health Insurance Program toward the cost of providing individual or family coverage under any of the health insurance programs the City makes available to its employees.

D. Retiree Health Insurance. Employees hired on or after July 1, 1995 and who are otherwise eligible to receive health insurance benefits in retirement from the City shall be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute premiums pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	100% (individual/family)
15-19	80% (individual/family)
10-15	50% (individual) 35% (family)
LESS THAN 10	0%

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The City shall waive the 20 year service requirement in the case of any employee who is eligible for, retires, and receives benefits pursuant to RSSL Section 363 (accidental) or RSSL Section 363-c (performance of duty).

Effective June 29, 2015, the preceding paragraphs in subparagraph (D) will be deleted and replaced with:

(i) Employees hired before July 1, 1995, who retire on or after July 1, 2015 and who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute 100% of the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees.

(ii) Employees hired on or after July 1, 1995 and on or before June 29, 2015, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	100% (individual/family)
15-19	80% (individual/family)

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10-15	50% (individual) 35% (family)
LESS THAN 10	0%

(iii) Employees hired on or after July 1, 2015, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	85% (individual/family)
15-19	65% (individual/family)
10-15	50% (individual) 35% (family)
LESS THAN 10	0%

(iv) The City shall waive the 20 year service requirement in the case of any employee who is eligible for, retires and receives benefits pursuant to RSSL Section 363 (accidental) or RSSL Section 363-c (performance of duty)."

E. Health Insurance Declination Bonus. Employees may opt out of the City's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the City. In order to be eligible for this option, the employee must certify that the employee has health insurance through another source other than the City. Effective June 29, 2015, for plan years beginning on or after January 1, 2016, to be eligible for the health insurance

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declination bonus, the employee must certify that he or she has health insurance through another source other than through the City or the "N.Y.S. Empire Health Insurance Program. For the period of July 1, 2015 through December 31, 2015, an employee opting out of the City's health insurance program will be entitled to one-half of the health insurance declination bonus.

An employee opting out the City's health insurance program in whole or in part shall be paid 40% of the premium savings, provided the employee maintains the employee's waiver (remains out) for a full year. Payments shall be subject to all usual payroll deductions and shall be made on the first Friday in December which is not a payday.

Effective June 29, 2015, any employee who is not then participating in the health insurance buyback program and who subsequently chooses to participate will be paid the following dollar amounts instead of 40% of the premium savings if the employee maintains the waiver (remains out) for a full year:

Individual - \$1,500

Individual and Spouse - \$1,650

Family - \$3,200

Employees participating in the buyback program as of June 29, 2015 shall continue to receive the current rate.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year, with the provisions of this section taking effect on July 1. Effective June 29, 2015, for plan years beginning on or after January 1, 2016, employees electing to waive coverage must do so by filing their forms no later than October 31 in any year, with the provisions of this section taking effect on January 1. Once a waiver form has been filed with the City, the waiver shall continue to be in effect from year to year thereafter until the employee elects to reenroll;

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and the employee shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

It is understood that once an employee has waived coverage for a particular year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the City's flexible spending plan and applicable regulations. Emergency shall include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than April 30 to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph, but such reinstatement shall be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to emergency, the employee will repay, pro rata, any amount already forwarded to the employee in return for the waiver, by payroll deduction.

Effective January 1, 2016, the preceding two paragraphs will be deleted and replaced with: It is understood that once an employee has waived coverage for a particular year, he or she may not reinstate coverage for that year, unless he or she experiences a "qualifying event" as defined by Section 125 of the Internal Revenue Code. Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than October 31 to be effective the succeeding calendar year. This deadline shall not apply to reinstatement due to a

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qualifying event. Reinstatement will be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to a qualifying event, the employee will repay, prorata, any amount already forwarded to him or her in return for the waiver, by payroll deductions.

In the event that the IRS or a court of competent jurisdiction finally determines that employees not receiving this health insurance declination bonus must declare the value of the bonus not taken as taxable income, then the parties shall immediately meet to attempt to modify this provision in a manner that will permit the reinstatement of tax-free status. In the event that this is not possible on terms agreeable to both parties, then this provision and Section 11(F) regarding the flexible spending plan shall both be declared null and void on the earliest date permitted by law.

F. Flexible Spending Plan. An Internal Revenue Code §125 flexible spending plan including all pre-tax deferral plans permitted by I.R.S. Code Section 125 has been implemented. It is understood that before the plan is utilized by a particular employee, the employee shall first agree in writing to indemnify and save the City harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with this Section.

G. The City shall contribute the amount of \$1,213 per employee per year to a welfare fund administered by the Association. Effective July 1, 2012, the contribution will be increased to \$1,217 per employee per year. Effective July 1, 2013, the contribution will be increased to \$1,245 per employee per year. Effective July 1, 2014, the contribution will be increased to \$1,274 per employee per year. Effective July 1, 2015, the contribution will be increased to \$1,314 per employee per year. Effective July 1, 2016, the contribution will be increased to

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\$1,354 per employee per year. Effective July 1, 2017, the contribution will be increased to \$1,394 per employee per year.

Such payment shall be in lieu of prior payments to the PBA Dental Plan and the annual unallocated fringe benefit payment. The City's annual contribution shall be paid monthly to "The White Plains PBA Dental and Welfare Fund" at the rate of one-twelfth of the annual contribution per employee on the payroll in the first pay period of each month and shall be paid by the City prior to the next pay period of that month.

H. Association Insurance Contributions. The City agrees to deduct from the paycheck of each employee who has signed an authorized deduction card the amount certified by the Association as insurance contributions.

SECTION 12 - VACATION ALLOWANCE

A. Vacation allowance shall be governed by the rules and regulations of the Police Department as they currently exist except as herein modified, and applicable ordinances of the City and State Statutes. Employees with five or more years of service shall receive 29 consecutive days' vacation.

B. Vacation days for employees with less than five years of service with the Department shall be accrued on the basis of two and one-third days for each month of service rendered in a calendar year (January 1 through December 31). It is understood that any employees entitled to 28 calendar days pursuant to this section shall receive 20 working tours vacation.

Notwithstanding any practice or contract provision to the contrary, vacation time shall not be earned when an employee is on a leave of absence, including paid and unpaid sick leave and suspensions, but not including line of duty (Section 207-c) injury, exceeding 60 calendar days.

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C. Vacation days for employees with more than five years of service with the Department shall be accrued on the basis of 1/12 of 29 days for each completed month of service in a calendar year (January 1 through December 31). It is understood that any employees entitled to 29 calendar days pursuant to this section shall receive 21 working tours vacation.

Notwithstanding any practice or contract provision to the contrary, vacation time shall not be earned when an employee is on a leave of absence, including paid and unpaid sick leave and suspensions, but not including line of duty (Section 207-c) injury, exceeding 60 calendar days.

D. Vacation days for employees with more than ten years of service with the Department shall be accrued on the basis of 2-1/2 days for each month of service rendered in a calendar year (January 1 through December 31). It is understood that any employees entitled to 30 calendar days pursuant to this section shall receive 22 working tours vacation. Notwithstanding any practice or contract provision to the contrary, vacation time shall not be earned when an employee is on a leave of absence, including paid and unpaid sick leave and suspensions, but not including line of duty (Section 207-c) injury, exceeding 60 calendar days.

E. Vacation picks shall be by group and by seniority in grade except detectives, which shall be based on Departmental seniority. Picks shall be made not earlier than October 1st and not later than December 1st for the following calendar year. Once selected, vacation dates may not be changed unless the employee is transferred or reassigned, except with the prior written approval of the Chief of Police. The Chief's decision shall be final and binding and shall not be subject to the grievance procedure.

F. Employees may split their annual vacation entitlement into weekly blocks. Any earned vacation days in excess of the minimum vacation entitlement specified in Section 12(B)

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shall be added by the employee onto one of the vacation blocks selected by the employee. Any vacation days in excess of 20 in a year must be scheduled with the prior approval of the Chief.

G. All vacation days which accrue between January 1st and December 31st inclusive in the calendar year shall be taken in the following calendar year.

H. When an employee resigns, retires, or dies, excluding termination for just cause, and provided in the event of resignation an employee gives 14 days' written notice of intent to resign, the employee shall be given pay equivalent to the number of vacation days and pay for the number of holidays which the employee has prorata accrued. It is understood that, upon termination, no employee shall receive more vacation pay cumulatively than that which is earned.

I. Vacations shall be so scheduled that the swing days shall be granted immediately before vacations to all employees on working tours and swing days following vacations shall be granted wherever the schedule permits.

J. Employees must make their vacation picks within 48 hours of being notified, provided they are scheduled to work during that 48 hour period or they will forfeit their turn to pick. In no case shall the notification period exceed 72 hours.

K. An employee may request payment during the month of January for up to three unused vacation days if the employee submits this request in writing to the Finance Department by on or before October 1 of the previous year. Those who have received a sick leave usage advisement during the two preceding calendar years (January 1 - December 31) are not eligible for this benefit. This provision shall be on an experimental basis and is cancelable by the City for the next calendar year on notice to the PBA by the end of the current calendar year.

SECTION 13 - HOLIDAYS

A. The City shall pay for 12 days in lieu of holidays; six holidays paid the first week in December and six the first week in June.

B. In addition, any additional holidays mandated by the Laws of the State of New York shall be paid in addition to the contractual 12 paid holidays. Employees shall receive payment for the additional holidays with the cash payment for holidays in which the additional holiday falls.

SECTION 14 - SICK LEAVE AND LEAVE OF ABSENCE

A. Sick leave and leave of absence shall be governed by the currently existing rules and regulations of the Police Department and as they may be presently incorporated in the City's ordinances.¹

B. Effective July 1, 1983, members shall accumulate bonus days for unused sick leave. Bonus days shall be paid to the member upon termination, or to the member's estate or beneficiary as the case may be, at the rate of pay in effect on the date of termination according to the following schedule:

¹Sick leave is unlimited, subject to the Commissioner of Public Safety's discretion. In exercising this discretion, the Commissioner considers the following:

Each claim is carefully considered on an individual basis considering: (1) the physician(s) report of the examination, treatment and prognosis; (2) length of service; (3) past record of absenteeism, both as to the frequency of absences and the nature of the absences, i.e., single day absence for minor illness (colds, etc.) or serious illness; and (4) the cause of the immediate injury or illness; was it unavoidable or caused by reckless conduct or circumstances showing indifference to Departmental obligations?

In exercising discretion based upon the above considerations, the Commissioner tries to be fair to the individual and to the community the Department serves.

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<u>Sick days used in year</u>	<u>Days due per member</u>
0	one
1	two-thirds
2	one-third

The current benefit shall be terminated as of December 31, 2002. However, those who have earned benefits up through and including that time shall be entitled to keep them. Effective December 1, 2002, for those employees actively employed for the entire calendar year (e.g., not on any leaves of absence, including GML 207-c, workers' comp., military leave, FMLA; etc.), if the employee uses no sick leave during the period December 1 through November 30, he/she shall receive a cash bonus of \$1,500; if the employee uses up to one tour of duty (regardless as to its length) during that period: he/she shall receive a cash bonus of \$1,000; if the employee uses up to two tours of duty (regardless as to its length) during that period: he/she shall receive a cash bonus of \$500. Absences from work of not two tours of duty (regardless as to its length) during the period December 1 – November 30 due to an approved GML 207-c or Workers' Compensation injury or illness shall be excluded from the calculation of bonus entitlement. The bonus shall be paid during the following January.

C. Employees who are pregnant shall, upon request and medical verification, be assigned duties that are appropriate to the pregnancy.

D. A bereavement leave of absence for four consecutive calendar days shall be granted to bereaved employees of a deceased spouse, child, parent, foster parent, sister, brother, mother-in-law, father-in-law, stepchild, stepparent, stepbrother, stepsister and shall not be charged against any other provision for leave; e.g., exchange of duty, personal leave; etc.

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Bereavement leave shall take effect at 8:00 A.M. roll call immediately following receipt by the member of notice of death and employees so bereaved shall be excused from duty for the intervening period.

For computation purposes, bereavement leave shall take effect at 8:00 A.M. on the day immediately following receipt by the employee of notice of the death, but the employee shall be relieved from duty from the moment of notification up to 8:00 A.M. on the following day without charge of said leave. The Chief of the Department may, in the Chief's discretion, grant additional days off to employees of the Association in unusual circumstances where it is necessary to travel a substantial distance to attend a funeral or rites or for any other good reason. Any additional time granted hereunder must be repaid by the employee.

A bereavement leave of absence of one day shall be granted to employees of a deceased ex-spouse, grandparents, sister-in-law, brother-in-law and grandchild.

E. Every employee of the bargaining unit is to receive four personal leave days per year without the necessity of a reason therefor, with the understanding that no more than one employee be off per tour, and that five days' advance notice be given of the date requested except in an emergency. The Chief may not unreasonably deny a request for personal leave. There shall be no accumulation of the personal leave days. Personal leave days shall be earned on a calendar year basis.

New employees shall receive personal leave days at the rate of one day for each three months of service for the balance of the contract year in which they were hired.

SECTION 15 - POLICE UNIFORMS AND DETECTIVES' CLOTHING ALLOWANCE

A. The initial uniform for new employees shall be furnished fully by the City. Uniforms will be fitted to the employees according to their size. All uniforms will continue to be replaced by the City consistent with the good grooming of the members of the Police Department as determined by the Commissioner of Public Safety. All uniforms shall be returned to the City upon termination.

B. Uniform Maintenance Allowance: All employees shall receive an annual clothing maintenance allowance of \$461, paid on a prorata basis based on quarters worked. Any employee who worked six weeks in a quarter will be entitled to a full quarter's allowance. The allowance shall be paid in the first ten business days in April each year.

SECTION 16 - VETERANS

Any employee of the bargaining unit who is a qualified veteran and who works on any part of a regularly scheduled tour of duty or who is on vacation on Memorial or Veteran's Day shall receive one compensatory day or night off. Schedule for the compensatory time shall be agreed upon between the Chief of the Department and the employee, and shall be taken before the next Memorial or Veteran's Day, whichever comes first. It is understood that Veteran's Day is defined as November 11, per Public Officers Law Section 63. Seniority shall be a factor in choosing the compensatory day off and, in the event an agreement cannot be reached, the final determination shall be made by the Chief.

SECTION 17 - EDUCATION

A. It is and will continue to be the policy of the City to assist employees in the pursuit of formal educational programs as will mutually benefit the employee and the efficiency of the City work operations in which the employee is engaged. This policy shall be operative within the

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limitations of financial resources allocated in the police education fund, which shall be limited to a total of \$25,000.

B. An employee desirous of seeking tuition assistance shall consult with the Commissioner of Public Safety or the Commissioner's designee for the purpose of receiving the Commissioner's or the Commissioner's designee's approval for the course or courses to be taken. After this approval, the employee will submit a bursar's receipt or similar substantive evidence whereupon the Commissioner of Public Safety will authorize the disbursement of a tuition refund as long as the employee satisfactorily completed the course and received a "C" or better for the course.

SECTION 18 - PERSONAL PROPERTY

Personal property which is required to be worn on duty damaged while in the line of duty and not through the negligence of the employee is to be replaced at City expense up to a maximum of \$100 per item.

SECTION 19 - RETIREMENT

The City shall continue to make available, at no cost to the employee, the following retirement plans set forth in the New York State Retirement and Social Security Law:

Section 375-c; Non-Contributory Retirement Plan Benefits.

Section 375-i; Improved Career Plan.

Section 384; 25 Year Half-Pay Retirement.

Section 384-d; 20 Year Half-Pay Retirement.

Section 384-f-g-h; 25 Year Half-Pay, Plus 1/60th after 25 years.

Section 302-d; Retirement on 12 Months Preceding Retirement.

Section 360-b; Death Benefit.

SECTION 20 - WIDOW'S OR WIDOWERS' BENEFIT

The named beneficiary or estate of any deceased employee of the Association shall be paid for all unused vacation time, overtime, holiday pay and all other payments which may be due. If an employee then receiving dependent health insurance coverage from the City dies in, or as a result of, the performance of the employee's duty as defined in General Municipal Law Section 207-c, then the City shall continue to provide coverage under the City's health insurance plan, at the rate then paid by the City on behalf of active employees, for the spouse until the spouse remarries, and for covered children until the child reaches age 21 unless eligible for coverage under the child's own or another's health insurance plan.

SECTION 21 - RELEASE TIME FOR ASSOCIATION BUSINESS

The Association shall be permitted up to a maximum of 24 working days off in each calendar year for the purpose of attending Association meetings and/or conventions. The days shall be allocated to employees for Association activities in the discretion of the President of the Association. The released time shall not be taken in units of less than one full working day. The Association must give the Commissioner or a designated representative a minimum of two weeks' written notice that it intends to schedule released time day(s). No more than two employees shall be permitted to take released time in any single working day. The Chief may deny a request for release time due to staffing needs for that tour, provided that a denial shall be neither arbitrary nor capricious.

Any member of the Association contract negotiation team or member of the Association Grievance Board shall not be required to make up time if the member is excused by the Chief of Police from a tour of duty or any part thereof to attend bargaining or grievance hearing sessions. No more than two members of the team or Board shall attend any single session or hearing.

SECTION 22 - ASSOCIATION OFFICE

The Association shall continue to be granted the use of the room used as its office located at Police Headquarters under the circumstances of current and past practice.

SECTION 23 - HEARINGS

A representative of the Association shall have the right to attend and the Association shall have the right to represent any employee of the Association upon request of the employee at any Section 75 or PERB proceeding, administrative proceeding pursuant to Section 207-c of the General Municipal Law, or contract grievance proceeding, including arbitration. In the event, however, that the employee is represented by someone other than the Association, the Association shall be limited to attendance at said Section 75 or PERB proceeding, administrative proceeding pursuant to Section 207-c of the General Municipal Law, or contract grievance proceeding, including arbitration, and the submission of a written document outlining its position on the issue involved.

SECTION 24 - GRIEVANCE PROCEDURE

Grievance machinery.

Section 1. Statement of Purpose: It is the purpose of this Article to cultivate and maintain a harmonious and cooperative relationship between the government of the City of White Plains and its employees of the Department of Public Safety, to provide orderly procedures for the submission, review and settlement of employee grievances in an atmosphere free from intimidation, coercion, interference or reprisal. The spirit and provisions of this Article shall receive liberal construction to better effectuate its intended purpose, viz, to secure at the lowest possible level and at the earliest possible date equitable solutions to alleged grievances.

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Section 2. Definitions: Unless otherwise expressly stated, the following terms shall, for the purpose of this Article, have the following meanings:

A. "Arbitrator" shall mean a neutral arbitrator chosen pursuant to the provisions of this Agreement.

B. "Association" shall mean the Policemen's Benevolent Association of White Plains.

C. The "date of the alleged grievance" is that date upon which the event or condition constituting the grievance occurred, or that date upon which the grievant knew or reasonably should have known of the event or conditions, whichever is later.

D. "Employee" shall mean any person covered by the recognition clause of this Agreement excluding the Chief of the Bureau of Police.

E. "Grievance" shall mean any claimed violation, misinterpretation, or misapplication of any of the provisions of this Agreement which affects the welfare or conditions of employment of any employee or group of employees covered by this Agreement, but shall not include any matter involving disciplinary proceedings, nor any action by the Chief of Police relating to whether the employee shall be paid in time or cash pursuant to Section 10(C)(2), nor any action by the Chief relating to approving or denying a change of vacation by an employee under Section 12(E), nor holiday staffing decisions made pursuant to Section 5(B).

Section 3. Basic Standards and Principals:

A. All employees shall have the right to present their grievances, in accordance with the provisions of this Article, free from interference, coercion, restraint, discrimination or reprisal.

B. Every employee shall have the right at all stages to proceed personally, or together with the Association's representative, or any other representative of the employee's choice.

Section 4. Procedures:

A. Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of the procedure.

B. All grievances shall include the name and position of the aggrieved party, the identity of the provision(s) of this Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

C. Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each level of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the member and the Association and the representatives of the City.

Section 5. Time Limitations:

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

B. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party, a representative of the aggrieved party and the Association, within the specified time limit shall permit the lodging of any appeal at the next level of the procedure

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within the time which would have been allotted had the decision been communicated by the final day.

C. If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred. Regardless of any other section of this Article, no grievance will be entertained as described herein and such grievance will be deemed waived unless the grievance is commenced at the first available level within 30 days after the member knew or should have known of the act or condition on which the grievance is based.

Section 6. Grievance Procedure: The grievance procedure shall consist of the following:

1. First Stage:

A. The first procedural stage shall consist of a written request by the aggrieved employee for a review and determination of the grievance by the Chief or a designated representative. Thereupon the Chief or a designated representative shall, at the request of the employee, hold an informal hearing at which the City's representative and the aggrieved employee, and, in accordance with the provisions of the grievance procedure, a representative of the employee, may appear and present oral and written statements or arguments. The final determination shall be made in writing by the Chief, or a designee, within ten Chief's business days from the date of submission, and a copy thereof shall be promptly furnished to the aggrieved employee, the Association, the Corporation Counsel and the City's representatives.

B. The Corporation Counsel shall be advised by the Chief of the details of all grievances that have reached the second procedural step.

2. Second Stage:

A. If the aggrieved employee is not satisfied with the decision of stage 1, the employee may submit the grievance to arbitration by written notice to the Corporation Counsel within 15 days of the decision at stage 1.

B. The written notice to the Corporation Counsel shall be a copy of the "Demand for Arbitration" submitted by the Association to the arbitrator.

C. The written report of the Arbitrator shall contain a statement of the Arbitrator's finding of fact, conclusions and binding award. The Arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement. The Arbitrator shall send a copy of his/her written report to each employee involved, the Association, the Police Chief, the Corporation Counsel and the Mayor.

D. Arbitration shall be conducted before a rotating panel comprised of the following arbitrators: Howard Edelman; Marlene Gold; Arthur Riegel; Martin Scheinman; David Stein. Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties shall immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) shall not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the panel contains fewer than 5 names for one or more months, then a party shall have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the AAA as specified in the 1999-2002 Agreement.

SECTION 25 - POLICE TRAINEE AND PROBATIONARY PERIOD

A. Police Trainee: The City shall establish a "Police Trainee" program. New employees shall serve for a maximum of three months as "Police Trainee". Trainees, if assigned to patrol, shall be under the direct supervision of a Police Officer who has completed the probationary period of a Police Officer.

B. Upon completion of three months as a Police Trainee, the employee shall serve one year as a Probationary Police Officer. For the purposes of annual salary increments and other contractual benefits, the anniversary date of the employee shall be defined as the first date of employment of the employee by the City.

C. Probationary Sergeant: Those employees promoted to the rank of Sergeant shall serve a probationary period of three months prior to receiving permanent appointment to the rank of Sergeant. The probationary period shall be subject to the provisions of the New York State Civil Service Law.

SECTION 26 - SAFETY CLAUSE

It is the intent of the City that no employee be ordered to operate unsafe equipment which is so defective as to cause physical harm to the employee. This clause shall never be used as the basis for any job action by the Association.

SECTION 27 - AMENDMENTS

No amendment or alteration of this Agreement shall be binding unless in writing and signed by the Mayor with the approval of the Common Council and the President of the Association with the approval of the Association.

SECTION 28 - SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any Tribunal of competent jurisdiction to the extent of making the Article or Section inoperable, or if compliance with or enforcement of any Article or Section should be restrained by the Tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for the Article or Section.

In the event that the negotiated items are barred by wage stabilization regulations, the parties shall meet to negotiate alternative benefits that are permissible under the regulations.

SECTION 29 - GENERAL PROVISIONS

1. The law governing this contract shall be the Public Employees' Fair Employment Act, the Civil Service Law, the laws of the City of White Plains, and the laws of the State of New York.

2. This Agreement and all of its provisions are subject to all applicable laws and in the event that any provision of this Agreement is determined to be invalid or in violation of any law, the provision shall not be binding on either of the parties, but the remainder of this Agreement shall continue in full force and effect, as if the invalid or illegal provision had not been a part of this Agreement.

3. It is understood and agreed by both parties that the economic benefits conferred by this Agreement are subject to the applicable provisions of law and to the appropriation of funds by the Common Council of the City of White Plains. The Mayor, subject to the budget hearing and the final adoption of the City budget, shall enter into this Agreement with the Association and

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recommend ordinances or any other legislation necessary including the rules, regulations and orders of the Police Department to implement the terms of the Agreement.

4. It is understood and agreed that the Association will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employees' Fair Employment Act, nor will the City cause, instigate or encourage a lockout.

5. It is understood and agreed that all employees' rights and benefits which are terms and conditions of employment and which are presently enjoyed but not specifically covered in this Agreement shall be maintained.

6. It is understood and agreed that the City shall receive sick pay reimbursement, sick pay or loss of wages reimbursement, to the extent that the City employee has recovered in an action whereby the employee has been paid or compensated for loss of wages or sick pay reimbursement. In the event of vehicular accidents while off-duty, the City shall advance sick pay to the officer involved pending no-fault and payments, which shall be paid over to the City.

7. The Association shall have the right to post Association notices and communications on the bulletin boards maintained in the Squad Room and Locker Room of the Police Department. The Association President or a representative shall have the right, after an appointment has been arranged and confirmed, to visit Police Department Headquarters for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.

8. Neither the City nor the PBA nor any of their agents, representatives or employees shall discriminate against any member or nonmember of the Association on account of activities on behalf of or in opposition to the Association.

9. Upon the Association's request, the City shall supply the Association with a list of new employees hired by the City.

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10. Upon the Association's request, the City shall provide the Association with two copies of all accident reports filed with the Police Department by Association members.

11. Employees will notify the Department when they are out of town on vacation or when the Department is on an alert or an emergency exists.

12. The Agreement will be reproduced by the City and the PBA will pay half the cost.

13. The provisions of this Agreement shall be administered on a case by case basis so as to comply with the Americans with Disabilities Act and any federal regulations and guidelines issued thereunder.

SECTION 30 - TERM OF AGREEMENT

This Agreement shall be for a term of two years commencing July 1, 2012 and terminating June 30, 2018.

SECTION 31 - LEGISLATIVE APPROVAL

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 BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

SECTION 32 - CITY VEHICLES

It will be the sole discretion of the City, on an individual basis, as to which employees will receive permission to utilize City vehicles for travel to and from work.

SECTION 33 - GENERAL MUNICIPAL LAW SECTION 207-C PROCEDURE

I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits pursuant to the General Municipal Law Section 207-c ("GML 207-c"). It

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shall operate as a waiver of any other procedural rights the City or the Association and/or its employees may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits pursuant to GML Section 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge the final decision of the Commissioner of Public Safety, as provided herein, pursuant to C.P.L.R. Article 78. Any future changes enacted by the State in the provisions of GML 207-c which conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

II. APPLICATION FOR BENEFITS

1. Employees shall, within 96 hours of the occurrence, or within 96 hours of when the employees should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") shall be made on the existing Employee Injury Report form.

2. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met within 96 hours of the employee's ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee's immediate family may file the application on the employee's behalf, provided same is accomplished on a timely basis.

3. In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

III. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee ("the Chief") shall have exclusive authority to initially determine the employee's eligibility for benefits pursuant to GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

2. After filing the application, the employee shall submit to one or more medical examinations or inspections ("examinations") as provided by law. The employee shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.

3. The employee shall, along with the application for GML 207-c benefits, complete, sign and submit to the City any medical release forms requested by the City, utilizing the existing "Medical Records Release Waiver Form."

4. The employee shall fully cooperate with the City's designated physician. This shall include, but not be limited to, forwarding to the City's designated physician all reports, data, records and other information related to the employee's injury.

5. Any reports submitted by either the City's designated or the employee's doctor/other health care provider ("health care provider(s)") shall include the following information: (a) the exact date(s) on which the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d)

causation, and the basis for that belief; (e) treatment modalities; (f) the duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and which is relevant to the report may result in the health care provider's report being disregarded by the City or the hearing officer.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged to sick leave or GML 207-c leave based on the Chief's preliminary determination at the time the injury report is submitted. The City shall forward a written copy of its preliminary determination to the employee.

7. The Chief shall render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the decision if it is in the negative, and the City's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, shall be mailed to the employee, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the employee is eligible for GML 207-c benefits, then the employee shall be so categorized. Any leave previously charged to the employee due to the injury shall then be charged to GML 207-c leave and the employee shall be recredited with any leave that was previously used in lieu of GML 207-c leave. The employee's GML 207-c benefits shall continue for as long as the employee remains eligible.

9. In the event the employee is not satisfied with the Chief's decision and wishes to appeal it, the employee shall file with the Corporation Counsel's Office, within 30 calendar days of receipt of the decision, or 35 calendar days of the date of the decision, whichever is later, a written demand for a hearing on the GML 207-c claim. The demand shall state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the hearing shall be the City and the employee. If the employee so requests, an Association representative may attend the hearing as an observer. The Corporation Counsel shall designate the hearing officer from the following list of individuals: Jacquelin Drucker, Deborah Gaines, Eugene Ginsberg, Robert Grey, Mark Grossman, Peter A. Korn, Philip L. Maier, John M. Perone, Earl R. Pfeffer, Jay Siegel and Rosemary Townley. At any time, the City and Association may agree in writing to add individuals to this list and/or replace existing individuals. During the term of the agreement, the Association shall have the right to strike one individual from the hearing officer list by providing written notice to the Corporation Counsel. Unless the City and the Association otherwise agree in writing, the Corporation Counsel shall not designate the individual struck from the list to serve as the hearing officer for any written demand for a hearing on a GML 207-c claim that is received after its receipt of the Association's written notice. All costs billed by the hearing officer shall be borne by the City, except that the cost of the hearing officer shall be borne by the employee when: (1) a cancellation fee is incurred as a result of the employee's or employee's representative's request for an adjournment or cancellation; or (2) if the employee fails, or is otherwise unable, to present his/her case on the designated hearing date. All other costs shall be paid by the party incurring them; *e.g.*, witnesses, exhibits, transcripts; *etc.*

10. The hearing officer shall have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-c benefits.

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He/she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the hearing officer shall first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-c benefits (see Section III ("INITIAL APPLICATIONS FOR GML 207-c BENEFITS")) or whether the proceeding presents a different issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY")). The burdens of production, and proof by a preponderance of the evidence, shall be upon the employee, except for hearings involving Section V, where the burdens of production and proof shall be upon the City.

11. The hearing officer shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The hearing officer shall have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision of the hearing officer shall be a recommendation to the Commissioner of Public Safety who shall then make a final decision.

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the City alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-c BENEFITS") shall be implemented. In the event the employee is not satisfied with the Chief's decision, the employee shall have a one-time opportunity, within 15 calendar days from the date of the decision, to submit additional medical information for the Chief's review and reconsideration. The Chief will have 30 calendar days from receipt of the additional

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medical information within which to render a written decision regarding the employee's request for reconsideration of the Chief's decision in the context of the Chief's review of the additional documentation.

2. If the employee appeals the Chief's decision or decision after reconsideration, the employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. If a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the City as a GML 207-c injury, then the application for GML 207-c benefits shall be granted, provided the Chief or the Commissioner, following the hearing before the hearing officer, otherwise finds the employee entitled to GML 207-c benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). If no relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the City shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the City's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"), that an employee is able to perform all of the duties of his/her position, the Chief may notify the employee of same

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and/or the proposed termination of his/her GML 207-c benefit. The Chief shall notify the employee by serving a written notice of proposed termination, setting forth the effective date thereof, which shall be not less than two City working days from the date of the notice, and enclosing a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested.

2. If the employee disagrees with the Chief's decision, the employee shall have a one-time opportunity, within 15 calendar days from the date of the decision, to submit additional medical information for the Chief's review and reconsideration. The Chief will have 30 calendar days from receipt of the additional medical information within which to render a written decision regarding the employee's request for reconsideration of the Chief's decision in the context of the Chief's review of the additional documentation. If the employee is not satisfied with the Chief's decision or decision after reconsideration, he/she shall commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-c BENEFITS"). The employee shall submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the City shall submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider. If the employee submits, together with the appeal, a medical opinion contradicting the medical conclusion(s) of the City's designated physician, the employee's GML 207-c benefits will be continued. Otherwise, the employee shall be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the City's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period shall be charged

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against the employee's accrued leave time, excluding sick leave; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the hearing officer and counsel for the employee and City and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled hearing is adjourned at the request of the City or the hearing officer, then the 60 day period shall be extended to 90 days. In the event that the employee's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be recredited to the employee.

VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Association or the City shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the hearing officer.

3. This procedure shall take effect June 29, 2015 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based upon an injury that allegedly occurred prior to that date, the employee shall comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within 30 calendar days after the date of the "new" injury. After the filing of the application form, the

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claim for utilization of GML 207-c based on an injury that allegedly occurred prior to the complete ratification and approval of the 2012-2018 Agreement shall be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

4. This procedure shall also apply to any proposed change in an employee's utilization of GML 207-c benefits enjoyed as June 29, 2015. Any employee seeking to change his/her sick leave or GML 207-c leave status enjoyed as of the date of the adoption of this procedure must do so pursuant to the procedures outlined in Section II(1) ("APPLICATION FOR BENEFITS") within 30 calendar days of the adoption of this procedure.

5. Upon receipt of a written request from an employee, the City shall provide him/her with a corrected W-2 (W-2c).

6. Effective June 29, 2015, an employee who is receiving Section 207-c benefits shall continue to receive all contractual benefits for a total period of nine cumulative months per injury. After the expiration of nine months, the employee will continue to receive his/her base salary, longevity and health insurance or health insurance declination bonus. Benefits for employees who return to work will be prorated to exclude the period of absence.

7. To the extent that this GML 207-c procedure contains provisions that are identical to the GML 207-a procedure contained in the City/PFFA collective negotiations agreement, it will be interpreted in the same manner. As a result, any third party neutral's decision interpreting the City/PFFA's GML 207-a procedure will be applied to this GML 207-c procedure, except and unless the decision becomes the subject of legal challenge, in which case it will not be applied until that litigation has been finally determined.

SECTION 34 – RANDOM DRUG TESTING PROCEDURE

Effective June 29, 2015, the following procedure will be implemented:

A. POLICY:

It remains the long-standing policy of the Department to detect and deter the use and possession of illegal drugs and the abuse of prescription drugs by our members. The Department recognizes that the use and possession of illegal drugs constitutes a serious threat to the health and safety of all employees and members of the public. Accordingly, to complement and enhance the Department's existing reasonable suspicion drug testing policy and the City's Drug-Free Workplace Policy, the purpose of this procedure is to formalize a Department policy that prohibits the use of any illegal substance and/or drug capable of impairing the ability of our employees to perform their duties.

B. DEFINITIONS:

Computer Control Sheet: A computer generated list of all employees contained within the random drug test database.

Drug: The term "Drug" will include controlled substances as defined in Section 220(5) of the Penal Law, State of New York and marijuana, as defined in Section 220.00(6).

Drug Abuse: The term "Drug Abuse" will include the use of a controlled substance or marijuana, which has not been legally prescribed and/or dispensed, and the improper or excessive use of a legally prescribed drug.

Random Employee Selection Sheet: A computer generated list of randomly selected employees identified by employee I.D. numbers.

Refusal to Submit: Any conduct or behavior as classified by 49 CFR §40.191 or any conduct or behavior that violates the provisions of this procedure.

C. PROCEDURE:

All employees will be subject to random drug testing.

1. Refusal to Submit.

1.1 The refusal by an employee to submit to a drug test pursuant to the provisions of this procedure may result in immediate suspension and in subsequent disciplinary action that may include dismissal from the Department. Refusal to submit constitutes insubordination and will be treated the same as a positive test result.

2. Testing Procedures.

2.1 The Chief's designee will directly supervise all drug testing collection procedures and every reasonable effort will be made to maintain employee confidentiality.

2.2 Each employee being tested will present his or her shield and identification card at the test location to ensure proper identification.

2.3 Each employee being tested may consult with and be accompanied by a representative of the Association. The representative may confer with and advise the member before and after the collection process, but will not participate in or interfere with the process in any way. The collection process will not be delayed because the Association representative is unavailable.

2.4 Prior to testing, each member will complete an Employee Drug Testing Questionnaire listing all medications ingested during the preceding 10 days. The Drug Testing Questionnaire will be sealed in an envelope and the member's name and date will be written on the outside. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the Association representative of the bargaining unit.

2.5 The integrity of the sample collection process will be maintained with due

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regard for the dignity and privacy of the member. There will be no direct observation of the giving of the urine sample unless there is a reason to believe that the sample may be tampered with or adulterated, in which event direct observation will be made by a person of the same gender as the employee providing the sample.

2.6 A laboratory, licensed or certified by the Department of Health and Human Services (DHHS) will perform testing. Two separate containers, supplied by the testing lab will be prepared for each member being tested. Each container will have a code number and date of collection affixed. The specimen will be divided into two samples at the time of collection and will be sealed and initialed in the presence of the employee.

2.7 The laboratory administering the test will assure that the appropriate chain of custody is established in order to verify the identity of each sample being tested.

2.8 Initial screening will be by the Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further tested upon a negative screening for controlled substances or marijuana. After a negative screening, the sample will be destroyed.

2.9 Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if confirmed by GCMS will a test result in a positive report.

2.10 Any member whose test results in a positive report may, within 5 business days of the notification of such result, request in writing to the Chief, that the second sample be made available for re-testing at a licensed/certified (DHHS) laboratory from a list of such laboratories supplied by the Department. The Department will be responsible for all costs and expenses in connection with the re-testing. If the re-testing results in a negative report, the test will be deemed negative and all samples of the specimen will be destroyed.

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2.11 Selection of members to be tested on a random basis will be performed by a computer program, which will randomly select the employee numbers of those to be tested. The random selection of a member will not result in that member's employee number being removed from such selection process.

2.12 A representative designated by the Chief as well as a representative from the collective bargaining association will witness the selection. All designated representatives will affix their signatures to the random employee selection sheet and computer control sheet.

2.13 The selection process will not be delayed due to the unavailability of the Association representative. (Reasonable notification will be given).

2.14 All members selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The Association representative will be permitted to review the list of members selected for testing and the computer control sheet after all selected members have been tested.

2.15 Members of the Department will not be recalled to duty for random testing on their regular scheduled days off.

2.16 All random employee selection sheets and corresponding computer control sheets will be maintained in the office of Internal Affairs.

2.17 An employee will be exempt from a random drug test if at the time of the selection for that particular test, he or she is unavailable due to an approved absence.

3. Results of Drug Tests.

3.1 Employees will be notified of the results of all drug tests and provided a copy of the corresponding test results, as they become available.

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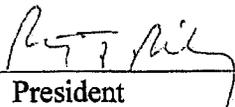
4. Positive Test Results.

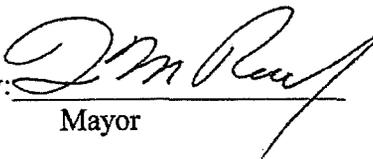
4.1 All positive test results will be reviewed and verified by a Medical Review Officer designated by the Department. Employees who test positive for the use of drugs or otherwise violate Department policy regarding the use of drugs will be subject to discipline, up to and including dismissal.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

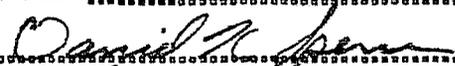
POLICE BENEVOLENT ASSOCIATION
OF THE CITY OF WHITE PLAINS

THE CITY OF WHITE PLAINS

By: 
President

By: 
Mayor

APPROVED AS TO FORM

DATED 2/11/16

Deputy Corporation Counsel