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POL / 7316

LABOR CONTRACT

BETWEEN

TOWN OF CLARKSTOWN

AND

ROCKLAND COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

FOR

CLARKSTOWN POLICE DEPARTMENT

JANUARY 1, 2005 - DECEMBER 31, 2008

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

This Labor Agreement made and entered into this day of February 2006, by the Town of Clarkstown, with offices at 10 Maple Avenue, New City, New York (hereinafter called "Town") and the Rockland County Patrolmen's Benevolent Association, Inc. with offices at 500 Bradley Hill Road, Blauvelt, New York (hereinafter called "PBA", or the "Association").

ARTICLE I

RECOGNITION AND APPLICATION OF CONTRACT

1.1 Collective Bargaining Unit

The Town of Clarkstown recognizes the Rockland County Patrolmen's Benevolent Association, Inc. as the sole and exclusive bargaining agent and representative for all police officers employed by the Town of Clarkstown Police Department, but excluding the Chief of Police, Captains, School Crossing Guards, Auxiliary Police, and all civilian employees of the department.

1.2 Application of Contract

This contract shall apply to the Police Officers within the bargaining unit defined in Section 1.1.

ARTICLE II

OBLIGATION OF THE PBA

2.1 No Strike

The Association agrees that no employee of the Clarkstown Police Department within the bargaining unit shall engage in a strike and that the Association shall in no manner cause, instigate, encourage or condone a strike by any employee of the Clarkstown Police Department within the bargaining unit. A violation of this provision shall be punished in accordance with the provisions of the Public Employees' Fair Employment Act as embodied in, and being Article 14 of the Civil Service Laws of the State of New York.

ARTICLE III

DUES CHECKOFF AND AGENCY FEE DEDUCTION

3.1 Checkoff and Deduction

The Employer agrees to deduct from the salary of all unit members who are not members of the Association, an amount equivalent to the amount of dues payable to the Association, and to deduct from the salary of all unit members who are members of the Association, the amount of dues payable to the Association. Said dues shall be deducted from each paycheck. The Association shall inform the Town by December 15th of each year, of the amount of dues to be deducted, and the individuals from whom dues are to be deducted. Written authorization by the employee shall be furnished to the Town where such employee is an Association member. The Agency Shop Fee deduction shall be made in accordance with the provisions of Section 208.3 of the Civil Service Law.

3.2 The PBA hereby holds the Town harmless for any liability that results to the Town as a result of deductions pursuant to the Agency fee Article if such liability is the result of the PBA's failure to comply with statutory or constitutional mandates.

ARTICLE IV

ASSOCIATION BUSINESS

4.1 PBA Business

The President, Vice President, Secretary, Treasurer, Sergeant-At-Arms, Chairperson of the Bargaining Committee and Chairperson of the Grievance Committee of the Clarkstown PBA shall each be allowed forty (40) working hours off during any calendar year, which time off shall be used solely for PBA business.

4.2 Negotiation Procedures

The parties to this Agreement agree to appoint a negotiating committee to represent each of them during the third year of this Agreement. Each party shall notify the other of the members of the negotiating committee not later than June 1, 2008. The negotiating committee shall consist of three members to be appointed by the Town Board and six members to be appointed by the Association. The parties may designate alternates. This committee shall meet periodically during the third year of this contract, upon three days' written notice by either party and it shall meet on twelve hours notice if requested in writing by two members of the committee appointed by the Town and two members of the committee appointed by the Association. Nothing herein contained shall prohibit this committee from meeting at anytime mutually agreeable to the members of both committees.

4.3 Impasse

For the purpose of complying with the provisions of Section 209 of the Public Employees' Fair Employment Law, an impasse shall be deemed to exist if the negotiation committee of the Town and the Association fail to achieve agreement by September 1st of the last year of the Agreement.

4.4 Time Off From Duty

Whenever any employee of the Clarkstown Police Department is required to be present at a committee meeting, and (s)he shall be on duty at that time, the Town agrees that the employee will be relieved of his/her duty for such time as may be necessary in order to attend to his/her committee duties and that (s)he shall be paid full compensation for the time spent at the committee meeting.

ARTICLE V

SALARIES AND WAGE INCREASES

5.1 Salary and Wage Increases

The wage scales for all employees of the Clarkstown Police Department will be in accordance with Schedule A, attached and made part hereof, and in accordance with the provisions in subdivisions number 1-5.

1. The base salary of Sergeant shall be fifteen percent (15%) greater than the base salary of a first grade police officer.
2. The base salary of Lieutenant shall be fifteen percent (15%) greater than the base salary of a Sergeant.
3. The base salary of a Detective shall be ten percent (10%) greater than the base salary of a first grade police officer.
 - a. In the event that at any time a member of the uniformed force is assigned to detective duties (s)he will immediately be entitled to and shall receive detective salary during the time that (s)he is performing detective duties.
 - b. Any employee performing detective duties shall, if his/her status as a detective is terminated and (s)he is reassigned to the uniform force, revert to the pay status of his/her assigned position.
4. All police officers assigned to plainclothes, other than detectives, shall receive additional compensation of \$750.00 per annum.
5. Police officers assigned to the special investigative unit shall receive additional compensation of \$1,500.00 per annum.

5.2 Longevity

In addition to the wage provisions set forth in the salary schedule, all members of the bargaining unit shall be entitled to and receive the following salary increments:

Members of the unit shall receive 4% of 1st Grade Police Officer Salary as a longevity payment for every five (5) years of service. Such payment shall be cumulative, however, no such additional longevity increments shall be earned after the completion of 20 years.

For the purpose of making this determination, the anniversary date of employment shall be deemed to be the date (s)he was originally appointed to the Clarkstown Police Department, not the date that his/her employment became permanent.

5.3 Salaries and Management

Captain and Chief of Police will be considered management and salaries shall be set by the Town Board independent of this contract.

5.4 Shift Differential

Officers whose tours of duty commence at either 2300 or 2400 hours will receive an additional ten percent (10%) differential over normal salary for all hours worked during his/her regular tour of duty between 2300 hours and 0800 hours. There will be no differential for officers whose tours start prior to 2300 hours, nor will a differential be paid to an officer who is not actually on duty at work between 2300 and 0800 hours because of paid leave of any sort.

5.5 Direct Deposit

A direct deposit option shall be offered to members of the bargaining unit. All members of the bargaining unit on LO status shall, at a minimum, make contact with the Captain by phone between the hours of 8:00 a.m. and 3:00 p.m. on each pay day to ascertain from the Captain when, if at all, during the next payroll period they might be required to report to the Captain during the regularly scheduled tour of duty. It is understood and agreed that this contract provision constitutes a minimum, and that additional contact with the officer by the Captain and or other supervisory members of the Department is not in any way limited by this provision.

ARTICLE VI

UNIFORMS

6.1 Uniforms

The Town of Clarkstown shall, during the term of this Agreement, provide for the cleaning of uniforms and laundering of such items of personal clothing as the Town furnishes to all police personnel in accordance with the regulations to be adopted by the Chief of Police and approved by the Town Board

6.2 Detectives

Detectives shall receive an annual clothing allowance of \$1,000. Said allowance shall be paid upon appointment and, thereafter on the first pay date in June of each year with the exception of the June following appointment at which time the detective shall receive only a prorated amount based upon the length of service between his/her appointment and June 1st. This allowance is payable for the period June 1 to May 31.

6.3 Equipment Allowance

Each member of the unit shall receive an equipment allowance in the amount of \$850.00. Payment for such allowance shall be by separate disbursement on the second pay date in January.

ARTICLE VII

VACATIONS, HOLIDAYS, AND SICK LEAVE

7.1 Vacations

Each employee of the Clarkstown Police Department shall be entitled to a vacation and vacation credits in accordance with the following schedule:

No employee shall earn vacation credits during the first four months of his/her employment. After completion of four (4) months employment, an employee shall be credited with one (1) day per month for the next ensuing eight (8) months and thereafter shall be entitled to vacation time as follows:

<u>Length of Service</u>	<u>Vacation Days</u>
1 year	15 days
2 years	15 days
3 years	20 days

4 years	30 days
5 years – 20 years	30 days
After 20 years	35 days

The vacation schedule for the employees herein shall include all fifty-two (52) weeks of the year.

The Chief of Police shall have full discretion in determining when such vacations or portions thereof may be taken. Unused vacation credits for any one year may be paid for at the time of separation from service. Any vacation credits not utilized by the end of any one year may not be accrued or credited over to the following year and shall be considered as canceled unless regular vacation time is canceled by the department because of special duty authorized by the Chief of Police.

The Chief of Police shall establish the vacation schedule of the Department as soon as may be practicable after December 31st of any year. Allocation of this time off shall be directly related to the work load of the Department and no vacation period allowed at any time which will cause necessary functions of the Department to be held up or delayed for the fifty-two (52) weeks in a year.

When an employee has in excess of four (4) or more weeks of vacation credit on the books, such excess may be converted into a cash payout. The employee may take payment hereunder, on the second pay date in July or the first pay date in December or upon retirement. Such payment shall be considered to be a part of salary for payroll purposes.

Each member of the bargaining unit carrying a credit of twenty (20) days or more as of January 1st shall be allowed to use up to a maximum of five (5) days as individual days off. All vacation time accrued during a member's first calendar year of employment may be used as individual days off, cashed in or carried over into the next calendar year.

7.2 Holidays

All police officers shall be entitled to the following paid holidays or days celebrated as such: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day. Police Officers of the Clarkstown Police Department shall be entitled to time off at the discretion of the Chief of Police for all the foregoing holidays.

The time off for the twelve (12) holidays has been chosen in conjunction with and in the same manner as vacation time. Police officers may choose time off for the twelve (12) holidays in individual units. If any of the holidays are not used by the end of the calendar year, the Town will pay the employee for such unused holidays.

All vacation days and holidays taken shall only be charged against the actual scheduled working days of the employee.

All vacation days and holidays taken shall be applied against the work days of the employees' actual work schedule. An employee may accumulate holiday time off from year to year not to exceed the number of holidays accrued in any one year. Said time shall be given at the discretion of the Chief of Police.

Holiday time may be cashed in. The employee may take payment hereunder in the second pay period in July or the first pay period in December or upon retirement. Such payment shall be considered to be a part of salary for payroll purposes.

7.3 Accrued Vacation Time

At the time of the termination of employment, an employee of the Clarkstown Police Department will be paid accrued vacation time to the date of termination of the employment. This provision, however, shall not apply if the police officer's employment with the Town is terminated by reason of causes other than retirement or resignation. It shall not apply in the event of transfer to another police department or to termination of employment for disciplinary reasons or in the event of retirement or resignation after charges have been preferred.

7.4 Personal Leave

A. Personal leave is leave with pay for personal business including religious observance, without charge against accumulated vacation, overtime credits, or sick leave. All police employees are entitled to a total not to exceed seven (7) days in any year. However, effective January 1, 2005, personal days shall be accrued on a pro rated basis for the first calendar year of employment, rounded up to the nearest whole day. The following formula shall be used to compute the accrual: $7/12$ per month or partial month worked starting from the date of hire.

B. Personal leave days are credited to the police employee on January 1st of each year and any personal leave unused prior to that date is cancelled.

C. Personal leave may be taken only with prior approval of the Chief of Police; however, police employees need not indicate their reasons for using this time.

D. Personal leave credits can be used in units of not less than four (4) hours (one-half day).

E. Unused personal leave credits shall not be liquidated in cash at any time of separation, death, or retirement.

7.5 Sick Leave

A. Sick leave with pay is a privilege rather than a right of an employee. Sick leave shall be authorized in the event of the illness or other disability of the employee up to the full extent of accumulated sick leave credits. Sick leave credits shall accrue at the rate of two (2) days per month. The maximum sick leave which shall be permitted to accumulate shall be two hundred forty (240) days, subject to the compensation provision below.

B. Extended Sick Leave – An extension of sick leave with pay may be granted to any employee upon request of the Chief of Police, the employee, or his representative, by resolution of the Town Board of the Town of Clarkstown after the expiration of the employee's accumulated sick leave, vacation and overtime credits. Sick leave to be based upon the employee's normal rate of compensation. After extended sick leave, the Town Board may grant up to one year's leave of absence without pay.

C. Compensation for Unused Sick Leave – At the time of resignation or retirement of an employee, he shall, in addition to all other benefits, be paid for any unused sick leave at the following rates:

After 10 years of service	50%
After 15 years of service	75%
After 20 years of service	100%

At the time of retirement due to disability, that employee shall be paid, in addition to all benefits due him, 100% of his unused sick leave regardless of his length of service.

D. (1) Employees hired before January 1, 1981:
During the tenth, fourteenth, and seventeenth year of employment, and every three years thereafter, each employee hired before January 1, 1981, may relinquish accumulated sick leave days back to the Town up to the maximum of 90, 135, and 162 days in each such year, respectively. However, these maximums shall not apply once the employee has reached his 20th year of service, provided they maintain a minimum of 24 sick leave days on account. Employees shall be reimbursed for such relinquishment in accordance with the following formula:

$$\text{Annual Salary} \div 260 \times \text{number of accumulated sick days being relinquished}$$

The "annual salary" shown in the aforementioned formula shall be the base pay and longevity of the employee at his/her last anniversary date. In the event, during his/her active employment with the police department an employee must have no less than 24 days of accumulated sick leave remaining credited to his/her account after the date of any such relinquishment.

The sick leave "buy-back" provision of this paragraph (7.6 D) shall be grandfathered such that no employee hired after January 1, 1981 shall be entitled to "cash in" accumulated sick days under this paragraph.

(2) All Employees:

The maximum sick leave credits which shall be allowed to remain credited to an employee's account at the end of each year shall be two hundred forty (240) days. Days in excess of that amount must be relinquished back to the Town at the end of each year, pursuant to the provisions set forth below, or will be forfeited.

Employees who have accumulated the maximum two hundred forty (240) days, may relinquish all excess sick leave days back to the Town at the end of each year, up to a maximum of twenty four (24) days per year, but in no event reducing the accumulated credit below two hundred forty (240) days. This limitation is subject to paragraph D-(1), for all employees hired prior to January 1, 1981.

Employees who have not yet accumulated the maximum two hundred forty (240) days, but have accumulated at least fifteen (15) days in any given year, may relinquish up to five (5) accumulated sick leave days back to the Town at the end of each year, provided, however, that each such employee will have no less than twenty four (24) days accumulated sick leave remaining credited to his/her account after such relinquishment.

Compensation paid pursuant to this subparagraph shall be received by each employee on the first pay day of the next ensuing year, based upon the salary during the previous year. Reimbursement amounts shall be calculated using the same formula as set forth in paragraph D- (1) above.

(3) It is understood and agreed that the maximum total number of sick days for which a member of the bargaining unit may be reimbursed during his/her entire employment period with the Police Department may not exceed the maximum number of sick leave days an officer can accrue during a 20 year career with the Department.

E. Disability due to pregnancy shall be treated in the same manner as any other disability. A pregnant officer may use sick leave (not family sick), personal leave, vacation time, holiday time, or compensatory time when disabled due to pregnancy.

7.6 Bereavement Leave

F. Bereavement leave with pay shall be authorized up to the following limits:

(1) Five (5) days in the event of the death of the employee's spouse or a member of the officer's household for natural child or parent or spouse's parent living outside the household).

(2) Three (3) days in the event of the death of the member's or

member's spouse's sibling, uncle, aunt, cousin, grandparent, grandchild, niece or nephew.

7.7 Conditions of Sick Leave

1. Employees do not accrue vacation, sick leave or other credits while on sick leave or extended sick leave.
2. The employee is responsible for notifying his/her superior each time sick leave is taken and the reason therefore. Advance notification should be given whenever possible and, in any event, notification must be given not later than one-half hour after the employee's normal time for reporting to work.
3. Before absence for personal illness or disability may be charged against the accumulated sick leave credits for any member of the Clarkstown Police Department, the appointing authority may require, after the employee is absent for three (3) days, such proof of illness or disability as it may deem satisfactory, or may require the employee to be examined, at the expense of the Town, by the police surgeon or by a physician designated by the appointing authority.
4. Failure to provide proper notification, failure to submit such proof of illness or disability as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of the employee was such as not to justify absence from work or any other abuse of sick leave privileges shall be cause for disciplinary action.
5. The Chief of Police or officer in charge may require an employee who has been absent because of personal illness or disability, prior to and as a condition of his/her return to work, to be examined by the appointing authority to establish that (s)he is not disabled from the performance of his/her normal duties and that his return to work will not jeopardize his/her own health and safety or the health and safety of other employees.
6. When a police officer is transferred within the Town service, his/her accumulated sick leave credits shall be transferred with him or her. The releasing department is responsible for notifying, in writing, the gaining department of the amount of such transferred credits.

7.8 Child Care

A member of the bargaining unit shall, upon request, be granted a leave of absence, without pay, for a period of up to six months upon birth of a child

ARTICLE VIII

OVERTIME PAY

8.1 Overtime Pay

1. The Town of Clarkstown agrees to pay overtime compensation to all police officers of the Clarkstown Police Department at time and one-half for all overtime worked.

2. Overtime shall be computed as follows:

a. Anything in excess of eight (8) hours in any twenty-four (24) hour period. Overtime pay shall be calculated as follows: No overtime for the first fifteen minutes; one-half hour of overtime for minutes 16 through 30 and one hour of overtime for minutes 31 through 60. Overtime in excess of 60 minutes will be rounded up to the nearest one-fourth hour.

b. Anything in excess of the accepted work schedule.

c. The work schedule shall not exceed forty (40) hours in any seven (7) day period.

3. All Police Department employees may elect to take compensatory time off instead of overtime pay.

a. Compensatory time off shall be taken at such time as is agreeable to the Chief of Police.

4. The overtime regulations do not apply to the Chief of Police or Captain of Police.

5. Nothing herein contained, however, shall require a police officer who may be on duty in the open air, or on the streets or in other public places to work in excess of eight (8) consecutive hours of each consecutive twenty-four (24) hours and no police officer shall be assigned to more than forty (40) hours of duty during any seven (7) consecutive day period, except in an emergency as defined by statute.

6. When a member of the bargaining unit works at a time other than his/her normal work schedule during hours not contiguous to the normal work schedule, he/she shall be guaranteed a minimum of four hours overtime compensation regardless of the actual time worked.

7. Nothing herein shall be construed or interpreted in such a way as to be in violation of the Fair Labor Standards Act to the extent that it is applicable.

8. The Town agrees to pay overtime for hours worked on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas. Off-duty police officers called in to work on the holidays noted in this section will be paid double time for hours actually worked.

ARTICLE IX

HOSPITALIZATION, MEDICAL DENTAL PLANS

9.1 Obligation of Town

The Town will provide at its own cost and expense and without cost to any employee or said employee's dependents covered by this agreement, hospital and medical insurance in accordance with plans available from the New York State Department of Civil Service, Blue Cross, Blue Shield, GHI or HIP and the employee shall have the right to elect any one such plan.

Retired police officers shall continue to receive the benefits set forth in this paragraph.

In the event an active member of the bargaining unit on the payroll dies, the Town shall continue to pay the premiums for the health insurance of the surviving spouse and dependent children.

9.2 Optical Plan

The Town agrees to reimburse members of the bargaining unit for the cost of eyeglasses, or the cost of repair of eyeglasses, if required, up to a limit of \$150.00 per year. The Town further agrees to pay for the full cost of eye examination rendered by a licensed ophthalmologist, physician or optometrist. Effective September 1, 2005, the aforementioned reimbursement shall cease and the Town will enroll at its sole cost and expense, each member of the bargaining unit and eligible dependants in what is now known as the "CSEA Platinum-12 Vision Plan with Occupational Pair, High Index Lenses, & Plastic Photo-Chromic Riders."

9.3 Dental Plan

The Town shall provide the United States Life Insurance Company Dental Program for all members of the bargaining unit and their dependents at no cost to the employee. Effective September 1, 2005, the Town will no longer provide the United States Life Insurance Dental Program, and instead, the Town will enroll at its sole cost and expense, each member of the bargaining unit and eligible dependants in what is now known as the "CSEA Horizon Plan."

9.4 Professional Insurance

Benefits presently provided under the Town's liability insurance protecting unit members from legal actions arising as a result of their employment, shall be continued.

9.5 Change of Carrier

The employer reserves the right to change the carrier in all areas of contractual benefits, provided that such benefits as a result of such a change will be equal to or greater than those currently existing.

9.6 AFLAC Insurance

Members of the unit shall have the option to deduct from their salary, the premium payments for AFLAC insurance.

ARTICLE X

GRIEVANCE AND ARBITRATION

10.1 Preamble

In order to maintain a harmonious and cooperative relationship between the Town of Clarkstown and the employees subject to this agreement, it is hereby declared to be the policy of the Town and of the following procedure to provide for the settlement of differences through orderly grievance procedure, free from coercion, interference, restraint, discrimination or reprisal. All of the provisions of this procedure shall be liberally construed for the accomplishment of this purpose.

10.2 Basic Standard and Principles

1. Every grievance, pursuant to this Agreement, shall be presented in accordance with the procedures prescribed hereunder.

2. Grievances involving more than one (1) employee (Group Grievance) shall be referred to the lowest supervisory level common to all of the aggrieved. Such employees, if they so desire, shall have the right to be represented by a single representative of their own choosing.

3. The informal resolution of differences prior to initiation of action under formal grievance procedure is encouraged and shall be the rule rather than the exception.

4. Employees are expected to exhaust every administrative device to settle amicably all differences of procedure within sixty (60) calendar days after (s)he knew or should have known of the occurrence of the alleged grievance. In the interest of uniform procedure and to expedite handling, an employee hereunder shall present his/her problem or any grievance through the regular supervisory channels in the following order:

The employee, with the approval of the grievance committee, shall request an interview with his/her immediate supervisor. The immediate supervisor in this case shall be deemed to be the Chief of Police. The Chief of Police shall, within three (3) working days, hold an informal discussion with the employee and shall make every attempt to arrive at an amicable settlement of the grievance. In the event that the Chief of Police is unable to effect an amicable disposition of the grievance within ten (10) days, the matter shall be referred at its second stage to the Police Commission. If the Police Commission is unable, after five (5) days time to satisfactorily resolve the grievance, the matter shall be referred to the Town Board who shall sit as a grievance board for all grievances which shall be referred to them hereunder. All grievances and hearings thereon which shall be referred to the Town Board shall be conducted in an informal manner and the Town Board shall set a date with all possible haste to hear and resolve such grievance within thirty (30) days and time shall be of the essence.

5. If the Town Board is unable to satisfactorily resolve the grievance within thirty (30) days of the referral of the grievance to the Board, the Town or the Union may submit the grievance to arbitration through the Public Employment Relations Board and subject to its rules and regulations concerning the selection of an arbitrator. The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall render a decision within thirty (30) days of the close of the hearing. Costs of the arbitrator shall be borne equally by both sides.

ARTICLE XI

BILL OF RIGHTS

11.1 Bill of Rights

The following provisions which shall be known as a Bill of Rights are hereby established for members of the Police Department when interrogated by a superior of the Department in connection with an official investigation on formal charges.

1. Members of the force hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the power of the municipality.

2. The security of the community depends to a great extent on the manner in which police officers perform their duties. Their employment is thus in the nature of a public trust.

3. The cognizance and control of the government, administration, disposition and discipline of the department is the responsibility of the Town Board and the Chief of Police. In administering the department, the law empowers the Town Board to appoint numerous superiors to exercise various powers to command over subordinates. In addition, they have promulgated various rules and procedures to guide members of the force in the performance of their duties.

4. The wide ranging powers and duties given to the department and its members involve them in all manner of contacts and relationships with the public. From these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guide lines are promulgated:

(a) The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise when practical, interrogations should be scheduled for the day time and the reassignment of the members of the force to another shift should be employed. If any time is lost, the members of the force shall be compensated.

(b) The interrogation shall take place at a location designated by the investigating officer.

(c) The members of the force shall be informed of the rank and name of the interrogating officer in charge of the investigation and all persons present during the interrogation. If a member of the force is directed to leave his/her post and report for interrogation to another post, his/her superior shall be promptly notified of his/her whereabouts.

(d) The member of the force shall be informed of the nature of the investigation before an interrogation commences, including the name of the complainant. The address of the complainant and/or witnesses need not be disclosed. However, sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force being interrogated is a witness only, (s)he should be so informed at the initial contact.

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

(f) The member of the force shall not be subjected to any offensive language, nor shall (s)he be threatened with transfer, dismissal or other disciplinary action. No promises of rewards shall be made as an inducement to answering questions.

(g) The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer. There shall be no "off the record" questions, except at the request of the officer accused. All recesses called during the questioning shall be recorded.

(h) If a member of the force is under arrest or is likely to be, that is, if (s)he is a suspect or the target of a criminal investigation, (s)he shall be given the rights pursuant to the Miranda decision.

(i) In all other cases, the law imposes no obligations, legal or otherwise, on the department to provide an opportunity for a member of the force to consult with counsel or anyone else when questioned by a superior officer about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining high morale of the force, the department shall afford full opportunity for a member of the force, if (s)he so requests, the consult with counsel before being interrogated, concerning the violation of the rules and regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and a representative of the Patrolmen's Association, may be present during the interrogation of a member of the force.

(j) A patrolman will be notified of any change or complaint made against him/her, the nature of the complaint and the name of the complainant within a reasonable time.

(k) Basically, the aforementioned guidelines will be observed by all superior officers or other officers of the department conducting investigations of actions of members of the force.

ARTICLE XII

APPOINTMENTS, GRADES AND PROMOTIONS

12.1 Residence

All employees of the Clarkstown Police Department shall be appointed from and permitted to reside any place in the State of New York, as permitted by the general laws of the State, and the provisions of the Clarkstown regulations requiring employees to be residents of the Town of Clarkstown at the time of employment or establish residence within six (6) months after appointment shall not apply to employees of the Clarkstown Police Department.

12.2 Promotions

During the term of this Agreement, all promotions of personnel in the Clarkstown Police Department shall be in accordance with the Special Police Act of Rockland County and the Civil Service Laws of the State of New York, except that a police officer will reach the grade of first class police officer upon the completion of four (4) years of service.

12.3 Shifts

All police officers hired by the Clarkstown Town Board in the capacity of police officers shall be subject to the same shifts as all other members of the patrol unit.

ARTICLE XIII

RETIREMENT

13.1 All police officers of the Town of Clarkstown Police Department shall be entitled to retirement after twenty (20) years of service with a retirement pay to be computed at fifty percent (50%) of the salary in force and effect as of the date of retirement in accordance with Section 384-d of the Retirement and Social Security Law of the State of New York. Effective April 4, 1994, all members of the bargaining unit shall be entitled to election Section 384-e of the Retirement and Social Security Law of the State of New York.

13.2 The Town shall pay the retirement contributions for all of the members of the department under the present retirement system in full to the New York State Policemen's and Firemen's Retirement System.

ARTICLE XIV

GROUP LIFE

14.1 Group Life Insurance

The Town will provide, at its own cost and expense and without cost to any police officers of the Clarkstown Police Department, life insurance which shall equal an amount at all times at least twice the annual salary of each uniformed police officer, including detectives plus \$14,000.00. If a Representative of the Department suffers loss of life accidentally or otherwise, the benefits are twice the annual salary plus \$14,000.00.

ARTICLE XV

RANDOM DRUG TESTING

- 15.1 The Town shall be entitled to implement random drug testing of members of the bargaining unit based upon the procedure set forth and attached hereto as Appendix A.

ARTICLE XVI

POLICE AUTOMOBILE COMMITTEE

16.1 Police Automobile Committee

A committee will be chosen from the Police Department to assist the Town Board in drawing up specifications for any police cars to act in an advisory capacity only.

ARTICLE XVII

SAVINGS CLAUSE

17.1 Savings Clause

Should any term or provision of this contract be in conflict with any existing State or Federal statute, or other applicable law or regulation binding upon the Town, such law or regulation shall prevail. In such event, however, the remaining terms and provisions of this contract will continue in full force and effect except that the provisions of Paragraph 12.1 shall prevail over any existing Town regulations which conflicts therewith.

The employer agrees not to pass or promulgate any Town regulation which conflicts with any provision of this contract during the term thereof.

ARTICLE XVIII

TERM OF CONTRACT

18.1 Term of Present Contract

This contract shall be effective as of the 1st day of January 2005 and shall remain in full force and effect until the 31st day of December 2008.

ARTICLE XIX

WORK SCHEDULE

19.1 Work Schedule

a.) The current work schedule for uniformed personnel shall remain in effect unless mutually changed by the parties. The current work schedule shall not apply to uniformed personnel within the first year of employment, but such employees' schedule shall not exceed the same maximum number of days worked by other members of the unit.

b.) The work schedule for detectives shall be established by the Chief of Police with the advice of the PBA not to exceed the same maximum number of days worked by other members of the unit.

c.) The work schedule for those members of the bargaining unit who voluntarily accept assignment to a special detail shall be established by the Chief of Police with the maximum number of days worked not to exceed the same number of days worked as other members of the bargaining unit.

d.) Members of the bargaining unit may have their tour changed up to a maximum of three (3) days per year for the purposes of training. Such tour change may only be done on a day in which a member is already scheduled to be working. In addition, reasonable notification, but no less than ten (10) calendar days shall be provided to the affected officer. Once the officer is in this ten-day period, his/her tour may not be changed back to the original shift unless agreed to by the officer. In the event the officer elects to stay on the tour change scheduled, this shift change shall count as a training day and the officer may be assigned as needed if the training is cancelled. In the event, the officer elects to change back to his/her original tour, this shift change shall not count as a training day. Training days shall be used for training only except as provided herein. Members who are assigned to a mandated training day shall not work to fill manpower shortages unless there is an emergency as determined by the Chief of Police, or in his absence a Captain. In the event of an emergency and the officer is required to work rather than attend a training session, that work shall satisfy the requirement of a training day. It is understood that training days shall apply to all members of the bargaining unit; and they may be scheduled in blocks of one (1), two (2) or three (3) days, provided the

days are consecutive and begin or end the member's workweek. It is also understood that training days may not be scheduled on a members regular day off. Those members of the bargaining unit assigned to the midnight shift may have their shift changed only on their first; first and second; or first, second and third tour. Also, those members of the bargaining unit assigned to the midnight shift will be paid the midnight grade for such tour changes (maximum of 3) which are done without the member's agreement. It is understood that family emergencies and prior scheduled medical appointments will relieve the officer from his responsibility to attend training on the tour change which will be rescheduled. This paragraph shall not apply to voluntary training mutually agreed upon between the member and the Department.

ARTICLE XX

PERSONNEL FILES

20.1 Personnel Files

Personnel files of individual members of the bargaining unit shall be made available to that particular police officer upon request. The police officer may also authorize, in writing, the PBA's attorney to review the file. Review of files under this provision shall be made upon reasonable notice to the Chief of Police or his designee. A police officer may request a copy of nonconfidential documents maintained in his/her file.

ARTICLE XXI

DISCIPLINARY PROCEDURE

In the event of a dispute concerning the discipline or discharge imposed upon a member of the bargaining unit with permanent civil service status in his/her title, the following procedures shall be followed:

Step 1: The Employer shall provide the employee, in writing, with a notice and statement of disciplinary charges against him/her. Such notice shall describe the general circumstances for which discipline is sought and the proposed penalty which the Employer seeks to impose. Within eight (8) days after such service, the employee must serve a written answer and, if he/she enters a plea of not guilty, elect a hearing pursuant to Step 3 of this Article.

Step 2: The parties jointly designate and select the following hearing officers to serve for the life of the agreement in the matters of discharge and discipline under this Article: Anthony Insogna, Howard C. Edelman and Martin Ellenberg. In the event a member of the arbitration panel is no longer available to serve, the remaining two panel members shall jointly select a third Arbitrator from a list of six (6) names, three (3) names submitted by the Employer and three (3) names submitted by the Union. As a member of the panel hears a case, his name shall move to the bottom of the list and the

next two members shall move up. If the employee has made a time election in Step 1, the Employer shall file in writing, a request for a hearing with the panel member at the head of the list. The hearing shall be held within forty-five (45) calendar days of the date of request. If the hearing officer at the head of the list cannot provide a hearing date within that time, including weekends, then either party may, at its option, ask the next member of the panel, in writing, for a hearing date; and if he similarly cannot provide a date within forty-five (45) calendar days, such party may request, at its option, in writing, the third panel member for a hearing date.

Step 3: The hearing officer shall schedule the hearing date as prescribed above. A record of the hearing shall be made and copies provided to the hearing officer and the charged party at the Town's cost. In any hearing held under this provision, both the Department and the employee involved shall have the right to be represented by counsel and to present witnesses and to engage in the cross-examination of witnesses presented by the other party. The employee and his counsel shall be provided with a copy of the hearing officer's findings and proposed penalty, if any, at the time the foregoing is provided to the Police Commission. The fees of the hearing officer and necessary expenses of the hearing shall be paid by the Employer.

The findings of the hearing officer together with the proposed penalty, shall be advisory and subject to review by the Police Commission, which shall render a final decision on the matter based upon the Record of the hearing.

ARTICLE XXII

GML §207-c PROCEDURES

1. The parties agree that all proceedings held regarding the termination or discontinuance of benefits pursuant to subdivisions (1), (2) or (3) of section 207-c of the General Municipal Law and involving members of the PBA bargaining unit shall be held before a hearing officer selected from the list below:

- Alfred Cava
- Joel Douglas
- Howard C. Edelman
- Anthony Insognia

As a member of the Panel hears a case, his name shall move to the bottom of the list and the remaining members of the Panel shall move up in order. Should any hearing officer wish to be removed from this list or should the parties agree to remove a hearing

officer, they shall mutually agree upon a replacement within ninety (90) days. In the event the parties cannot agree upon a replacement, the remaining Panel members shall jointly select a new hearing officer from a list of six (6) names; three (3) submitted by the employer and three (3) names submitted by the Union.

2. A member of the Clarkstown Police Department or the Town (i.e., the Department), may request a hearing by submitting a request for a hearing, including the proposed question(s) to be determined, to the Police Commission and delivering a copy of the request to the other party(ies). In the event that the question to be determined is the result of a written medical determination or opinion rendered by a physician or other health care provider following a medical inspection or examination of the subject officer as provided in section 207-c. (1), (2) or (3) of the general municipal law, then a copy of such determination shall be forwarded to the subject police officer together with the request for a hearing. In the event any such medical determination or opinion is oral then a written account as to the sum and substance of such determination or opinion shall be forwarded to the police officer together with the request for a hearing. No earlier than seven (7) calendar days thereafter, the Police Commission may then certify the question to be determined. The Police Commission shall contact the hearing officer, next in rotation, to determine if the hearing officer has an available date to hear such case. Such availability shall be no less than fourteen (14) days nor more than forty-five (45) days from certification of the issue. If that hearing officer cannot provide such a date the Police Commission shall contact the next hearing officer, until such time as a hearing officer accepts the appointment with the aforementioned parameters for scheduling the initial hearing date. Copies of the notice of appointment and hearing shall also be mailed to the police officer, the Chief of Police and the PBA.

3. Notice of appointment and hearing. Upon receiving notice from the Police Commission that they have been designated as a hearing officer to hear a particular case, the hearing officer shall contact the advocates for the Town and the Union in order to establish a hearing date. Such hearing shall take place not less than fourteen (14) days from the date of notice from the hearing officer, nor more than forty-five (45) days. Upon the establishment of a hearing date notices shall be sent by the Police Commission to the advocates indicating (1) the name of the designated hearing officer; (2) the date, time and place of the hearing; (3) the question(s) to be determined; (4) that the parties may be represented by counsel and shall appear personally or by counsel at the hearing; (5) that the parties shall have the right to produce witnesses and present evidence, to cross-examine witnesses and examine evidence produced by the other side and to have subpoenas issued to require the production of witnesses and evidence or either party may issue such subpoenas in their own behalf in manner and form as prescribed by the civil practice law and rules; (6) that a stenographic record of the hearing will be made; and (7) such other information as may be considered pertinent by the Police Commission.

4. An adjournment of the initial hearing date may be granted by the hearing officer upon request of either party not less than seven days prior to the scheduled hearing date only upon good cause shown. No adjournment shall exceed ten (10) days.

During the pendency of the proceeding the hearing officer shall cause a record to be made of the proceeding and shall be authorized to issue subpoenas for the production of witnesses and evidence in behalf of either party. The Town shall bear the responsibility for the cost of the hearing officer and the stenographic minutes of the proceedings a copy of which is to be provided to the police officer or such officer's legal counsel.

5. Three (3) days prior to the scheduled hearing date the parties or their respective legal counsel will exchange a list of prospective witnesses that each intends to call for the purpose of giving testimony, including expert witness or opinion testimony, pertaining to the question to be determined.

6. The burden of proof shall rest, initially, with the party requesting the hearing. Neither the Police Commission nor its designated hearing officer will be bound by the formal rules of evidence, but its determination shall be based on a fair preponderance of the credible evidence.

7. The hearing officer shall hear testimony and take evidence on the question(s) certified and shall, within thirty (30) calendar days of the close of the hearing, forward a complete copy of the record together with his/her findings of fact and recommendation(s) on the question (s) certified to the Police Commission which retains the full power and authority to render the final determination on such question(s). At the time the hearing officer's findings of fact and recommendations are forwarded to the Police Commission, a full and complete copy shall be mailed to the advocate for the Town as well as the advocate for the member of the bargaining unit.

8. The subject police officer shall have the right to request that the hearing officer close the hearing to the public in which event a representative member of the PBA shall be permitted to remain in attendance upon the consent of the subject police officer.

9. This procedure shall continue until such time as the parties agree to amend or modify same.

ARTICLE XXIII

LEGISLATIVE ACTION

23.1 Legislative Action

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the TOWN and the PBA, by their duly authorized representatives, have executed this CONTRACT on the _____ day of February 2006, at New City, New York.

ROCKLAND COUNTY PATROLMEN'S BENEVOLENT ASSOCIATION, INC.

TOWN OF CLARKSTOWN

BY: Cyril P. Kerr
CYRIL P. KERR, PRESIDENT

BY: Alexander Gromada
SUPERVISOR

BARGAINING COMMITTEE:

Menn M. Distach
Charles J. Malone
Blouin & Stucky
Donna P. Carter
Mark J. Ray
James J. [unclear]
[unclear]

BY: Edward J. Dur
COMPTROLLER

BY: Amey Melle
TOWN ATTORNEY

BY: Chief Peter [unclear]
CHIEF OF POLICE

APPROVED AS TO FORM:

[Signature]
RONALD A. LONGO
ASSISTANT TOWN ATTORNEY

APPROVED AS TO FORM:

[Signature]
RICHARD P. BUNYAN
PBA ATTORNEY

WITNESSED BY:

[Signature]
JOSEPH KNARICH
CLARKSTOWN P.B.A PRESIDENT

SCHEDULE A

2005- 2008 SALARIES

	2005	2006	2007	2008
5 TH NON	46,261	48,019	49,844	51,589
5 TH Cert.	55,513	57,622	59,812	61,905
4 th	64,765	67,226	69,781	72,223
3 rd	74,017	76,830	79,750	82,541
2 nd	83,270	86,434	89,718	92,858
1 st	92,522	96,038	99,687	103,176
DET.	101,774	105,641	109,655	113,493
SGT.	106,400	110,443	114,640	118,652
DET./ADM./OPER.SGT.	115,652	120,047	124,609	128,970
LT.	122,360	127,010	131,836	136,450
DET./ADM./OPER. LT.	131,613	136,614	141,805	146,768

5th Grade non-certified salary shall be equal to 50% of 1st Grade Police Officer

5th Grade certified salary shall be equal to 60% of 1st Grade Police Officer

4th Grade salary shall be equal to 70% of 1st Grade Police Officer

3rd Grade salary shall be equal to 80% of 1st Grade Police Officer

2nd Grade salary shall be equal to 90% of 1st Grade Police Officer

APPENDIX A

TOWN OF CLARKSTOWN POLICE DEPARTMENT DRUG-TESTING POLICY

It is hereby agreed by and between the Town Board of the Town of Clarkstown and the Rockland County PBA that a random drug-testing program will be instituted forthwith. It is the intent of the parties hereto to protect and promote the good reputation of the Police Department of the Town of Clarkstown and, simultaneously, to insure that all members of the PBA are treated fairly and with respect.

All members of the bargaining unit shall be subject to random drug-testing, for illicit drugs, consistent with the terms set forth herein including but not limited to individuals on LO status or on sick leave. No advance notice to those officers selected shall be required to be given by the administration of the Police Department. In order to protect the fairness and integrity of this process, and in recognition of the good faith of the parties to this agreement, the following terms and conditions shall apply to the random drug testing to be performed under this agreement:

1. (a) The selection of the officers to be tested (five (5) per month) shall be done by computer generated random selection by social security number or by drawing balls with numbers from a bingo machine on a random basis.

(b) Should the bingo method be used, each officer shall be assigned a number by the Police Chief and such number shall be placed on a bingo ball in the bingo machine. A written list of the numbers assigned to each officer shall be placed in a sealed envelope which shall be placed in a locked file cabinet. The machine, contains one ball for each member of the bargaining unit, shall be in the possession of the Chief of

Police. The Chief of Police, on the occasion of each drawing permitted hereunder, shall draw five (5) numbered balls from the machine. This drawing shall take place in the presence of the president of the Clarkstown PBA or his designee (hereinafter the "president"), who will be present to verify the randomness of the selection. The president shall record the five numbers drawn and the date of the drawing thereof so that the fairness of such drawing procedure may be independently verified by the PBA. Information concerning the numbers drawn shall be kept in the strictest of confidence by those involved in the selection process.

2. If the member of the bargaining unit is absent when his/her name is selected for testing, such selection shall remain confidential until his/her next regular scheduled tour of duty at which point he/she shall be informed and tested. Should the member on long-term sick leave or LO status which is likely to last beyond the month in which the name is selected he/she will be called in for testing.

3. The employer shall be permitted to conduct no more than one drawing of five (5) names within each calendar month.

4. The method of testing shall be such as to maintain a split sample such that the officer may request to have a sample tested by a lab of his/her choosing at Town expense should a positive result come from the Town's test results. The split sample will be forwarded to the lab chosen by the officer directly from the lab doing the initial testing. The officer shall receive a copy of the test results immediately upon receipt.

5. Any such employee subjected to such testing shall have the right to contact an attorney of his/her own choosing, or a PBA representative. However, such right must be exercised by the employee within two (2) hours after he/she is notified that

he/she will be subjected to such testing. During this two (2) hour period said employee may not leave police headquarters and must remain within a limited area within police headquarters as determined by the Chief of Police or, in his absence, the Captain of Police. Notwithstanding the foregoing the employee is entitled to a private location to talk to his attorney or PBA representative in a confidential manner. An employee must be given access to an untapped telephone line. Should the officer choose to exercise his/her right to an attorney/representative such exercise will not extend the length of the officer's tour of duty and he/she shall not receive pay beyond the end of the tour notwithstanding any continuing obligation to remain at police headquarters until tested.

6. Refusal of an officer to submit to testing shall constitute a positive test.

7. All results shall remain confidential by the Chief and a representative of the PBA to the extent permitted by law except as required to be disclosed in the context of any disciplinary proceeding. A record of those members of the bargaining unit testing negative will be maintained by the Chief of Police. If the employer by any of its officials, agents or employees, releases such results without the authorization of the Town Attorney or his or her Deputy, the PBA must receive immediate written notice as to the name of the person, and the reason for the release. This paragraph shall be strictly construed for the benefit of protecting the police officer from unauthorized disclosure of such results and possible harm emanating therefrom. All members of the Town Board, Police Commission, Town Attorney's office and any attorney employed by the Town for police related matters and any other employee who has access to drug-testing results, shall be advised of the confidential nature of the testing procedure and results in writing.

The PBA shall be entitled to receive originals of each such writing, containing the original signature of the person acknowledging receipt.

8. Nothing in this paragraph shall be construed to prevent the administration from requiring a member of the PBA to undergo drug testing if the employer has another legal basis to require such testing. The same testing procedures shall be used.

9. Random testing shall consist of the taking of urine samples which shall be handled in strict conformity with the procedures used by Smith/Kline/Beechem Laboratory or a facility of equal certification and quality.

10. The results of any positive test will be forwarded to the Police Commission for a disciplinary hearing to be determined on a case-by-case basis.