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

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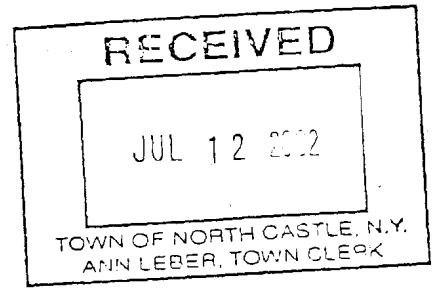
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AGREEMENT

between

THE TOWN OF NORTH CASTLE

and

POLICE BENEVOLENT ASSOCIATION OF THE

TOWN OF NORTH CASTLE, INC.

January 1, 2002 - December 31, 2004

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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AGREEMENT effective the 5th day of December, 2001 by and between the TOWN OF NORTH CASTLE (hereinafter referred to as the "Employer"), and the POLICE BENEVOLENT ASSOCIATION OF THE TOWN OF NORTH CASTLE, INC. (hereinafter referred to as the "Association").

ARTICLE I - RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative of all patrolmen, sergeants, lieutenants and detectives of all ranks (hereinafter referred to as "Employees") of the Town of North Castle Police Department for the purpose of negotiating collectively with the Employer in determining wages, benefits and working conditions and the administration of grievances.

ARTICLE II - ANNUAL SALARY

1. Employees shall be paid an annual salary based on years of service, rank and assignment as set forth below, effective on the dates indicated.

	<u>1/1/02</u>	<u>1/1/03</u>	<u>1/1/04</u>
Patrolman			
Starting.....	\$41,210	\$42,858	\$44,572
After 1 year.....	\$47,833	\$49,746	\$51,736
After 2 years....	\$54,460	\$56,638	\$58,904
After 3 years....	\$61,080	\$63,523	\$66,064

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After 4 years....	\$67,706	\$70,414	\$73,231
*Pt1. Detective.....	\$74,477	\$77,455	\$80,554
Sergeant.....	\$78,876	\$82,031	\$85,313
*Detective Sergeant...	\$82,820	\$86,134	\$89,578
Lieutenant.....	\$87,761	\$91,271	\$94,922

\*Pt1. Detective annual salary shall be ten percent (10%) above the annual salary of a Patrolman after four (4) years of service. Detective Sergeant annual salary shall be five percent (5%) above the annual salary of a patrol sergeant.

2. The Town will pay all active duty officers who obtain and maintain EMTD certification a stipend of one thousand seven hundred (\$1,700) dollars per year, paid monthly and prorated for the portion of the year during which the officer maintains such certification. The stipend shall be increased to one thousand eight hundred (\$1,800) dollars per year effective January 1, 2003.

#### ARTICLE III - WORK YEAR

1. The normal work year for Employees assigned to a rotating shift shall be 230.5 work days per year, normally applied as a 4 days on/72 hours off work schedule, plus five (5) training days subject to the conditions set forth in paragraph 2, below, and four (4) plug-in days. Such training and plug-in days shall be scheduled by the Chief or his designee upon one hundred twenty (120) hours' notice to the effected officer.

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2. Training days are additional days to be worked, with no additional pay, for purposes of training. Training days shall be scheduled for an eight (8) hour period. The Town may assign a police officer to a detail for the remainder of an eight (8) hour period the officer is scheduled for training, at no additional salary or cost provided the training has not exceeded five (5) hours.

3. Plug-in and training days may not be scheduled consecutive to an officer's tour so as to create sixteen (16) consecutive hours, without the officer's agreement. Training and plug-ins may not be scheduled on an officer's vacation or on Christmas, New Year's or Thanksgiving without an officer's agreement. The scheduled hours for training time shall be scheduled at hours which correspond to the hours of regularly scheduled tours. The department shall give an officer at least one hundred twenty (120) hours' notice of a scheduled plug-in day or training day, unless the officer otherwise agrees. The department shall schedule at least two (2) training days and at least two (2) plug-in days in each half of the year unless the officer otherwise agrees.

4. Effective as soon as practicable, the parties shall establish a committee consisting of an equal number of representatives of each party to study the concept and possible implementation of a steady midnight tour, with the purpose of

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making a non-binding report to both parties.

ARTICLE IV - LONGEVITY

1. In addition to annual salary, Employees shall be entitled to annual longevity payment based on years of service as indicated in the following schedule:

	<u>Effective</u> <u>1/1/02</u>	<u>Effective</u> <u>1/1/03</u>	<u>Effective</u> <u>1/1/04</u>
0 to 4 years of consecutive service:	\$ 650	\$ 775	\$ 925
5 to 9 years of consecutive service:	\$1,550	\$1,675	\$1,825
10 to 14 years of consecutive service:	\$1,800	\$1,925	\$2,075
15 to 19 years of consecutive service:	\$1,900	\$2,025	\$2,175
20 to 24 years of consecutive service:	\$2,000	\$2,125	\$2,275
25 or more years of consecutive service:	\$2,100	\$2,225	\$2,375

2. Employees shall receive payment for longevity entitlement by separate check in a lump sum as defined below:

If hired between January 1 and June 30, payment shall be received by July 15 of each year of entitlement.

If hired between July 1 and December 31, payment shall be made at the time of the first payroll following Thanksgiving.



ARTICLE V - PAID HOLIDAYS

1. Each Employee shall be entitled to fourteen (14) paid holidays worked or not.

2. "Paid holidays" as referred to in this Article shall be defined as follows:

- |                               |                              |
|-------------------------------|------------------------------|
| New Year's Day                | Labor Day                    |
| Martin Luther King's Birthday | Columbus Day                 |
| Lincoln's Birthday            | Election Day                 |
| Washington's Birthday         | Veteran's Day                |
| Good Friday                   | Thanksgiving Day             |
| Memorial Day                  | Christmas Day                |
| Independence Day              | Each Employee's Own Birthday |

3. Employees' rate of pay for paid holidays shall be one two-hundred-sixtieth (1/260) of said Employee's annual salary.

4. Employees shall receive payment for seven (7) paid holidays in the first paycheck of June of each year and payment for seven (7) paid holidays in the first paycheck following Thanksgiving.

5. Effective January 1, 2002, all work performed on Christmas shall be paid for at double time, regardless of whether the Employee is regularly scheduled to work on that day or is working on overtime. There shall be no overtime on top of an overtime rate.

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ARTICLE VI - VACATION

1. Employees shall be entitled to an annual paid vacation as set forth in the following schedule:

After 6 consecutive months of service: Five (5) work days

After 1 year of consecutive service: Ten (10) work days

After 4 consecutive years of service: Fifteen (15) work days

After 7 consecutive years of service: Twenty (20) work days

After 14 consecutive years of service: Twenty-one (21) work days

After 20 consecutive years of service: Twenty-six (26) work days

2. Effective January 1, 2003, Employees shall receive twenty-one (21) work days vacation after fourteen (14) consecutive years of service.

3. In the event that a holiday, as defined in ARTICLE V of this Agreement, falls within an Employee's vacation, the Employee shall not receive an additional day of vacation.

4. There shall be five (5) separate vacation schedules: one (1) for Employees who are classified as Patrolman, one (1) for Employees who hold the rank of Sergeant, one (1) for Employees who hold the rank of Lieutenant, one (1) for Employees assigned as Detectives and one (1) for Employees in the position of Detective Sergeant.

5. Vacation schedules shall be posted by February 1 of each year for vacations within that year.

6. Employees shall pick vacation by seniority within the

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vacation schedule on which their name appears.

7. Seniority shall be determined by the Chief of Police and will be computed from the first day of service as it pertains to the vacation schedule on which their name appears.

8. With the written approval of the Chief of Police, an Employee may carry over into the next year a maximum of five (5) working days vacation. In special instances an Employee may request to roll over his/her annual entitlement (or part thereof) of vacation on written request to the Chief of Police and the written approval of the Chief of Police. This approval of the Chief shall not be unreasonably withheld.

9. Upon separation an Employee shall be entitled to cash payment for a maximum of five (5) days of any vacation rolled over by the Employee.

#### ARTICLE VII - WORK WEEK

Overtime shall be payable whenever a member works in excess of his/her normal daily tour of duty and/or in excess of his/her weekly work schedule.

#### ARTICLE VIII - OVERTIME

1. Employees who work in excess of the basic work week and/or tour of duty (8 hours) shall be paid at the rate of one and one-half (1 1/2) said Employee's normal hourly rate of pay

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(calculated at 1/2080 of the Employee's annual salary) for all hours, or portion of hours, worked in excess of such basic work week and/or work day.

2. An Employee, at the Employee's sole option, may elect to receive compensatory time in lieu of cash payment for any overtime worked. Compensatory time for overtime worked shall be at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, except as provided in Article V, Section 5.

3. Employees required to report for duty, appear in court, at Motor Vehicle hearings, ABC hearings or other similar judicial or administrative hearings at a time when said Employee is off-duty, shall be entitled to overtime pay at one and one-half (1 1/2) said Employee's normal hourly rate. When such call-ins occur, the Employee shall be guaranteed three (3) hours pay at the Employee's overtime rate.

4. Employees who are required to report for duty for any of the reasons specified in ARTICLE VIII, Section 3, of this Agreement, and receive a fee for appearing, shall report the amount of the fee to the Town. The Town shall compute the amount due such Employee and pay such Employee the computed amount less the fee received by such Employee.

5. The parties agree and understand that overtime, as defined in this ARTICLE, shall be due an Employee only if said overtime is required due to said Employee's duties and/or

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obligations as a Police Officer of the Town of North Castle.

6. Employees shall be allowed to accumulate a maximum of ninety-six (96) hours of compensatory time at any given time. Requests to accumulate compensatory time in excess of ninety-six (96) hours shall not be granted and the Employee shall be paid in cash. Employees requesting to take off from work on time owed (compensatory time) shall make their request in writing at least forty-eight (48) hours in advance.

7. Overtime shall be paid in the payroll period following the time the overtime was worked, by separate check.

#### ARTICLE IX - CLOTHING ALLOWANCES

1. All officers hired before January 1, 1995, shall receive a maximum uniform allowance of five hundred seventy-five (\$575) dollars for the purchase of uniforms, and four hundred (\$400) dollars for the cleaning of uniforms. All police officers hired after January 1, 1995 shall be provided their initial uniform issue by the Town for the calendar year of hire. During the calendar year of hire, they shall be eligible to receive the annual cleaning allowance, up to an amount prorated based upon their date of hire. They shall receive the uniform purchase allowance and the full uniform cleaning allowance beginning with the calendar year following the calendar year in which they were hired. The uniform purchase allowance shall be payable upon the presentation of paid

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invoices or vouchers evidencing the purchase of the uniform articles. Payment shall be made on the next Town warrant. The cleaning allowance shall be paid by January 31, except for a new hire, and in no event earlier than thirty (30) days after ratification of this Agreement by both parties.

2. Effective January 1, 2000, members of the following special units shall receive an additional clothing and equipment allowance for each unit of one hundred (\$100) dollars per annum: scuba, bike, ESU, accident investigation, commercial vehicle, and firearms instruction. An officer who is a member of such a unit may total his or her allowances and allocate the sum for any of the officer's work related clothing and equipment.

3. All clothing and cleaning allowances must be used in full during the calendar year granted, and no portion shall be carried over from one (1) year to the next.

4. Effective January 1, 2002, Employees may purchase their own bullet-proof vest; and upon presentation of vest and receipt for purchase, shall be reimbursed for the cost of the vest up to \_\_\_\_\_ the state vest bid amount for the year in which it was purchased.

#### ARTICLE X - SICK LEAVE

1. Each Employee shall be granted twelve (12) sick leave days per year.

2. An Employee shall accumulate unused sick leave days from

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year to year with no maximum accumulation for the purpose of taking days off due to illness or injury of the Employee.

3. The maximum accumulation for the purpose of computing the payment due pursuant to Subsection 4 shall be two hundred forty (240) days.

4. Upon the retirement or death of an Employee, said Employee or Employee's designated beneficiary as the case may be shall be entitled to payment at such Employee's normal daily rate of pay, for one-half (1/2) of such Employee's accumulated paid sick leave if said Employee has accumulated up to one hundred sixty-five (165) days. If such Employee has accumulated more than one hundred sixty-five (165) days to a maximum of two hundred forty (240) sick days, said Employee or said Employee's designated beneficiary as the case may be shall be entitled to payment of sixty percent (60%) of said Employee's total accumulated sick leave days.

5. Each Employee may use all or a portion of such Employee's annual paid sick leave in the event of illness of such Employee's spouse or of a member of his/her immediate family living in said Employee's household, to the extent the illness of said spouse or other person would require care by the Employee.

6. Except as defined in Section 5 of this ARTICLE, sick leave is intended for illness sufficient to confine the Employee to his/her home, except for necessary doctor's visits and/or family or personal emergencies. In case of such an emergency, the Employee

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shall notify the Department as soon as possible of the emergency. Sick leave shall not be abused.

7. Effective January 1, 2002, Employees who use only two (2) sick leave days in the calendar year commencing January 1, 2002 (and each year thereafter) shall receive one hundred fifty (\$150) dollars; those who use only one (1) sick leave day in the calendar year shall receive three hundred twenty-five (\$325) dollars; those who use no sick leave days shall receive four hundred (\$400) dollars. In conformity with the requirements of the Family and Medical Leave Act (FMLA), absences covered by FMLA shall not count as sick leave usage for purposes of this incentive. The attendance bonus shall be paid in a separate check within the month of January following the completion of the year in question.

#### ARTICLE XI - PERSONAL LEAVE AND BEREAVEMENT LEAVE

1. Employees shall receive five (5) personal leave days with pay per year.

2. Employees shall apply for said personal leave to the Chief of Police seventy-two (72) hours in advance, provided, however, that the Chief of Police may waive the 72-hour notice in his sole discretion. The Employee shall not be required to supply any reason for such request. The Chief of Police may, for just cause, deny such request for personal leave.

3. The Town will pay for up to two (2) of the five (5)



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personal leave days if unused at the end of the year, at the rate at which earned. The payment shall be made with one of the January payrolls of the following calendar year. Employees may elect to add up to three (3) unused personal days to their accumulated unused sick leave. In addition, Employees may use up to three (3) unused personal leave days to reduce their number of sick leave days for purposes of the sick leave attendance incentive referred to above.

4. In case of death of a member of the immediate family of any Employee, emergency bereavement leave of three (3) days shall be granted to the Employee. Immediate family shall be defined as wife, husband, ex-wife, ex-husband, children, father, mother, father-in-law, mother-in-law, brother, sister, grandmother and grandfather. The only exception to the above shall be in the discretion and by consent of the Chief of Police, upon written application.

5. Employees may use their FMLA leave entitlement (up to twelve (12) weeks total leave per year) including paid sick leave, personal leave and vacation time for purpose of care of newborn or adopted child, in accordance with the provisions of the FMLA. If the officer is not eligible for FMLA leave, s/he may use paid sick leave for the period of disability associated with pregnancy and child birth, and may use paid vacation and personal leave time for care of the newborn or adopted child.

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ARTICLE XII - DEATH BENEFITS

1. In the event of the death of an Employee, such Employee's designated beneficiary shall be paid in cash for all earned but deferred benefits due such Employee at the time of such Employee's death. Said benefits shall include, but not be limited to, overtime pay, holiday pay, special days pay, unused personal days, accumulated sick leave (ARTICLE X, Section 4) unused vacation time and any other like compensation.

2. In the event of the death or injury of an Employee in the line of duty, such Employee or his/her designated beneficiary and/or dependents shall be entitled to receive benefits as provided in Sections 207(c), 208(b) and 208(d) of the New York State General Municipal Law.

3. In addition to any other benefits provided in this ARTICLE, the Employer shall pay the reasonable funeral expenses incurred by the family of an Employee who dies in the line of or in performance of duty. Said payment by the Employer shall not exceed five thousand (\$5,000) dollars.

ARTICLE XIII - LIFE INSURANCE

1. The Employer shall provide a life insurance policy which will have sixty thousand (\$60,000) dollars coverage for each Employee.

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ARTICLE XIV - MUTUAL TOUR SWITCHES

1. Mutual tour switches shall be permitted subject to such reasonable administrative rules as the Chief of Police shall promulgate.

2. The parties agree:

- a) that the administrative rules set forth by the Chief of Police shall not be unreasonable nor arbitrary, and
- b) no overtime shall result from mutual tour switches.

ARTICLE XV - PENSION BENEFITS

1. The Employer shall continue to provide each Employee with the pension benefits previously adopted by the Employer.

2. The pension benefits referred to herein, as defined in the Social Security and Retirement Law of New York are:

- 284 - Basic 25 year plan
- 384 - 20 year plan
- 384f - 25 year plan + 1/60 after 25 years
- 375i - 25 year/age 55 career plan
- 375b - Basic 55 year plan

All with option of one year final salary, when permitted by law.

ARTICLE XVI - HEALTH INSURANCE

1. The Employer shall pay the full cost of the New York

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Statewide Health Insurance Plan for all Employees including dependents and retirees. An officer who leaves the department on disability retirement shall be considered to have twenty (20) years of credited service.

2. The Town may switch health insurance carrier provided such new carrier provides for current and retired Employees benefits comparable to the benefits in effect by the plan in effect prior to such switch. The Town shall notify and provide the Employees with a list of benefits of the new carrier not less than ninety (90) days prior to the anticipated date of the intended switch in carrier.

In the event there is a dispute between the parties that the carrier's benefits are not comparable to the benefits provided by the present carrier, this issue shall be submitted to arbitration before a neutral arbitrator as set forth in ARTICLE XX, Subsection 1d, of this Agreement. No switch in health insurance shall be made until a determination has been issued by the arbitrator.

3. An Employee who resigns from the employ of the Town shall receive, following such resignation, health insurance coverage paid by the Town based on his/her years of credited service, as follows:

20 years of credited service or more	100%
15 years of credited service but less than 20	80%
10 years of credited service but less than 15	70%

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Credited service shall include service as a police officer/corrections officer, and/or service credited by the NYS Retirement System.

#### ARTICLE XVII - DENTAL PLAN

1. The Employer will pay the full cost of dental plan coverage for all Employees and their eligible dependents. If either party wishes to change carriers, they will notify the other, and the parties shall negotiate over any such change.

2. Effective January 1, 2002, the Town shall pay for each retiree, as the cost of annual dental coverage, a sum equaling the premium for individual coverage, for retirees with twenty (20) years of service or more in the NYS Retirement System. Disability retirement shall be treated as a retirement after twenty (20) years.

3. The Town shall have the right to audit, up to four (4) times per year (quarterly), the records of both the dental and life insurance program being paid for by the Town of North Castle for the benefit of its Employees.

#### ARTICLE XVIII - TUITION REIMBURSEMENT

1. Tuition reimbursement will be provided for job related courses upon advance approval by the Chief, whose judgment shall

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not be arbitrary or capricious, upon completion of the course with a minimum grade of C or equivalent, and shall be paid after approval by the Town Board. Effective January 1, 2000, tuition shall be fully reimbursed but at no greater than the rate charged by Pace University per credit for the same or an equivalent level course. This provision shall be subject to reopening if, from one term or academic year to the next, the tuition increase for Pace shall increase by twenty percent (20%) or more. As a condition of receiving tuition reimbursement, an Employee shall sign an agreement stating that he/she will reimburse the Town for such tuition if his or her employment with the Town's Police Department terminates within two (2) years after such reimbursement.

#### ARTICLE XIX - UNION LEAVE TIME

1. In addition to any provision contained in this Agreement, the Association shall be allowed a total of ten (10) days off per contract year, without any loss of any benefit contained in this Agreement, to attend to Association business. Such leave shall be useable by members of the Association's Executive Board. Reasonable advance notice shall be required, and except for the Association President, the leave will only be available for events or occasions planned in advance. No more than one (1) Executive Board member may be out on a day, unless no overtime will be incurred at that time or later from the use of such days. Unused days may not be carried over from one year to the next.

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2. It is understood and agreed that such time off shall be granted only if a tour of duty conflicts with such Association business.

ARTICLE XX - GRIEVANCE PROCEDURE

1. In the event a grievance arises concerning the interpretation or application of any provision, said grievance shall be handled in accordance with the following procedure:

a) Within thirty (30) days after such act occurs, the Association shall submit such grievance in writing to the Chief of Police setting forth the nature and particulars of the grievance. Within three (3) days after said Chief of Police receives such grievance, he shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

b) If such grievance is not resolved to the satisfaction of the Association by the Chief of Police within eight (8) days after he receives such grievance, the Association may present such grievance in writing within seven (7) days thereafter to the Supervisor of the Town and Town Board. Within seven (7) days after the Supervisor and Town Board receive such grievance, the Supervisor shall meet with the representatives of the Association for the purpose of adjusting or resolving such grievance.

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c) If such grievance is not resolved to the mutual satisfaction of the Association by the Supervisor and Town Board within fifteen (15) days after meeting with the Association, then any dispute concerning the interpretation or application of this Agreement shall be submitted to arbitration upon written notification thereof served upon the other party.

d) The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employment Relations Board (PERB) to select an arbitrator. All costs involved in the arbitration of the grievance shall be borne equally between the parties, and the decision of the arbitrator shall be final, binding and conclusive upon the Town and the Association. The findings, decision or award of said arbitrator may be enforced by proper action in any court of competent jurisdiction.

2. The time limits specified above may be extended by mutual agreement of all parties in writing.

ARTICLE XXI - PROCEDURES REGARDING GENERAL MUNICIPAL LAW §207-C

Appendix A, setting forth procedures, shall be incorporated as if set forth in its entirety, upon agreement by the parties.

ARTICLE XXII - RANDOM DRUG TESTING

A. POLICY: It is the policy of the Department to detect and deter



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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, the purpose of this Article is to formalize a Department policy which prohibits the use of any illegal substance and/or drug capable of impairing the ability of Employees to perform their duties and to establish a procedure to test for illegal drug use.

B. DEFINITIONS:

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

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

C. PROCEDURE: Department members shall be subject to random drug testing.

1. Random Periodic Testing

a) No more than fifty percent (50%) of the Department shall be subject to random drug testing during any calendar year.

2. Refusal to Submit

a) The refusal by a member of the Department to submit

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to a drug test pursuant to the provisions of this Article may result in immediate suspension and in subsequent disciplinary action which may include dismissal from the Department.

3. Testing Procedures

a) All drug testing collection procedures will be directly supervised by the Internal Affairs Unit and every reasonable effort will be made to maintain Employee confidentiality.

b) Each member of the Department being tested shall present his or her shield and identification card at the test location to ensure proper identification.

c) Each member of the Department being tested may consult with and be accompanied by a representative of his or her collective bargaining unit. The Association representative may confer with and advise the member before and after the collection process, but shall not participate in or interfere with the process in any way. The collection process shall not be delayed because the Association representative is unavailable.

d) Prior to testing, each member will list all medications ingested during the preceding ten (10) days. The list will be sealed in an envelope and the Employee's name and date will be written on the outside which shall also be signed by the Employee. If the test results are negative, the envelope will remain sealed and be destroyed in the presence of the president(s)

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of the appropriate bargaining unit(s).

e) The integrity of the sample collection process will be maintained with due regard for the dignity and privacy of the Employee. There shall be no direct observation of the giving of the urine sample unless there is reason to believe that the sample may be tampered with, in which event direct observation shall be made by a person of the same gender as the Employee providing the sample.

f) Testing shall be performed by a laboratory licensed or certified by the Department of Health and Human Services (DHHS). Two separate containers, supplied by the testing lab shall be prepared for each member being tested. Each container shall have a code number and date of collection affixed. The specimen shall be divided into two (2) samples at the time of collection and shall be sealed and initialed in the presence of the Employee.

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

h) 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.

i) Each and every positive EMIT test will be confirmed using Gas Chromatography - Mass Spectrometry test (GCMS). Only if

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confirmed by GCMS will a test result in a positive report.

j) Any member whose test results in a positive report may, within five (5) business days of receiving 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 to be designated by the Employee. An Employee shall also be entitled to a split sample from the facility for independent testing. 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 will be destroyed.

k) Selection of members to be tested on a random basis shall be by use of the social security number of Employees which shall be recorded on a card enclosed in a sealed envelope. Envelopes shall be randomly selected from a collection bin.

l) The selection will be witnessed by a representative designated by the Chief of Police as well as a representative from the Police Association designated in advance by the PBA executive board. All designated representatives will affix their signatures to the envelope selected. A master list shall be maintained of those whose social security number is selected.

m) PBA representative(s) shall be notified of a selection process as soon as practicable. The selection process shall not be delayed due to the unavailability of the Association

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representatives.

n) A member selected will be ordered to report for testing. Members will not be given any advance notice of randomly scheduled tests. The president(s), of the appropriate bargaining unit(s) will be given a copy of the list of members selected for testing after all selected members have been tested.

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

p) A member of the Department 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 a) vacation, b) injury, c) extended sickness, d) military leave, e) personal leave, f) compensatory time off, or g) bereavement leave.

#### 4. Results of Drug Tests

a) Members of the Department will be notified of the results of all drug tests and provided a copy of the corresponding test results as they become available.

#### 5. Positive Test Results

a) All positive test results will be reviewed and verified by a Medical Review Officer designated by the Department. Members of the Department who test positive for the use of drugs or otherwise violate Department policy regarding the use of drugs shall be subject to discipline, up to and including dismissal, in accordance with the Rules and Regulations of the Department and

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applicable provisions of law.

ARTICLE XXIII - FUTURE NEGOTIATIONS AND LEGISLATION

1. In the event of future State legislation adopted affecting the benefits of the Association, the parties hereto agree to meet for the purpose of discussion and negotiation of such item to the extent required by such legislation.

ARTICLE XXIV - TERMS AND CONDITIONS REMAIN IN EFFECT

All other terms and conditions including, but not limited to, overtime, outside employment, personal leave and sick days now in force and effect shall continue in force and effect during the term of this Agreement..

ARTICLE XXV - MUNICIPAL AFFAIRS

The provisions of this Agreement shall be expressly limited to the contents thereof and shall not be construed to restrain, limit or control the Employer in the full and absolute management of its affairs.

ARTICLE XXVI - TAYLOR ACT PROVISION

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

3/8/02

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

ARTICLE XXVII - TERM

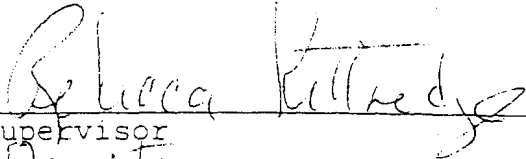
1. This Agreement shall be for the period commencing January 1, 2002 and ending December 31, 2004.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by its Officers, the day and year first above written.

THE POLICE BENEVOLENT ASSOCIATION  
OF THE TOWN OF NORTH CASTLE

TOWN OF NORTH CASTLE

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Supervisor  
Deputy

Date: 3/23/02

Date: 3/23/02

## APPENDIX A

### A. General Provisions

(1) The following procedures are intended to better manage the administration of disability benefits for the Town's police officers and ensure that police officers who are entitled to such benefits receive them.

(2) Police officers receiving benefits under GML § 207-c shall refrain from any activity which is inconsistent with their disabled status. Police officers receiving disability benefits will not engage in outside employment.

(3) Police officers receiving GML § 207-c benefits will take all reasonable steps to return to work as soon as they are able to do so. This includes compliance with all treatment prescribed by medical personnel.

(4) Police officers who fail to comply with these procedures may forfeit their rights to disability benefits. Any such forfeiture is subject to review solely as provided below.

(5) Time limits set forth herein may be extended, but only by mutual agreement between the police officer receiving or claiming GML § 207-c benefits and the Police Chief or Town, or their respective representative(s).

### B. Definitions

(1) GML § 207-c - The provision of the General Municipal Law which provides full salary and medical expenses to a police officer who is determined by a municipality to have sustained an injury or illness in the performance of his/her duties.

(2) Chief - The Police Chief or any individual designated by him/her.

(3) Town Supervisor - The Town Supervisor or any individual designed by him/her.

(4) Applicant - Any police officer making application for benefits under GML § 207-c.

(5) Light Duty - Such duty as is determined by the Chief to be performable by police officers with some degree of disability. Light Duty duties and functions are listed in the attached Exhibit 1. Nothing in this Article or in Exhibit 1 shall be construed to require the Town to assign any officer to light



duty, nor as an alteration or modification of the essential functions of the job of a police officer, nor as the creation of a new police officer category or position.

C. Benefit Eligibility

During the full period of absence pursuant to GML § 207-c, the unit member will receive the benefits required by GML § 207-c and such other benefits as the collective bargaining agreement specifically states shall be provided to unit members who are absent pursuant to GML § 207-c:

Wages and Longevity, as referred to in Articles II and IV.

Health insurance coverage as referred to in Article XVI, that the unit member had (family or individual) as of the date the 207-c leave commenced, on the same terms as it is provided to active unit members.

Section 2. Procedures

(1) Application for Benefits

(a) No application for disability benefits shall be considered unless a written incident report (a copy of which is annexed to this Agreement) has been filed with the Chief or his designee or in their absence, the desk officer within forty-eight (48) hours of the incident which gave rise to the disability. The incident report may be filed by the applicant or another police officer. The failure to submit an incident report within the forty-eight (48) hour time limit may be excused by the Chief or his designee in appropriate cases, and shall be excused for any period where the alleged disability prevents the applicant from filing the report, provided that the application is filed without delay as soon as the applicant is capable of doing so. Failure to mention the injury or illness in the incident report shall not necessarily be preclusive.

(b) The application for benefits will be made on a form provided by the Chief, a copy of which is annexed to this Agreement, and must be submitted to the Town Chief's office within ten (10) days following the date of the incident report or the onset of the injury or illness, whichever is later, unless the disability prevents the applicant from doing so within such time limit, in which case the application shall be filed without delay as soon as the applicant is capable of doing so. The application for disability benefits may be made by the applicant or by some person acting on behalf of and authorized by the applicant. The application must set forth fully: (1) the time and place where such

injury or illness occurred; (2) a detailed statement of the facts and circumstances which led to the claimed disability; (3) the nature and extent of the applicant's injury or illness including reports from all doctors or other medical personnel by whom the applicant was examined or treated; (4) the alleged incapacity suffered by the applicant; (5) the names of any witnesses to the incident which gave rise to the claimed disability. Should the Chief not receive all reports from doctors or other medical personnel within the ten (10) days as required, then the application shall not be considered complete, and the time for the Chief to make a determination as set forth in Section 2(2)(c) below shall be extended to fifteen (15) days from receipt of the medical reports.

## (2) Determinations

(a) The Chief or his designee shall have exclusive authority to determine all applications for benefits. He shall review each application and have full authority to: (1) require the applicant to submit to medical tests and examinations; (2) require sworn statements from the applicant and all witnesses; (3) require the production of all books, records and reports pertaining to the injury or illness from the applicant or any physician or medical personnel or other individual having custody of said records.

(b) Pending the determination of an application for benefits, an applicant who is unable to report to work may use all accumulated leave credits.

(c) A determination shall be made by the Chief or his designee within fifteen (15) days of the date of receipt of the application. If the Chief or a designee makes the initial determination that the police officer is not entitled to disability benefits, the police officer may challenge said determination in a court of law pursuant to Article 78 of the Civil Practice Law and Rules. Upon a determination of entitlement to disability benefits, all leave credits which were deducted as a result of time missed, which are determined to have resulted from the injury or illness, will be recredited to the police officer.

## (3) Status Reports and Medical Examinations

(a) A police officer determined to be entitled to disability benefits will advise the Chief or his designee in writing of any change in his or her status, e.g., any improvement in physical or mental condition during the disability. Such reports must be filed any time there is a change in status but must be filed at least on a monthly basis or if not available, as soon as practicable, even if there is no change in status. The report will state: (1) the status of the injury or illness; (2) the name

of any doctor or other medical personnel who examined or treated the police officer during that period; (3) the treatment prescribed; (4) the estimated length of the recovery period; (5) whether the police officer is capable of performing any work for the Department despite his/her injury or illness.

(b) A police officer receiving GML § 207-c benefits will submit to such medical examinations as are required by the Chief or his designee. Upon receipt of a medical report certifying that the police officer may perform full duty or light duty, the police officer will return to duty if so ordered in writing by the Chief or his designee. The Police Department shall provide to the police officer a copy of any medical report it receives within seven (7) days of receipt from the medical provider. A police officer who refuses to return to work after having been ordered in writing to do so forfeits any right to GML § 207-c benefits and may be subject to discipline. A police officer may, however, seek review of the determination of fitness for duty as provided below, during which time said officer will continue to receive benefits pursuant to GML § 207-c until a determination is made by the Town Board as provided below.

#### (4) Review of Determinations

(a) A police officer who: (1) is determined to no longer be entitled to such benefits because the officer has refused to accept medical treatment or hospital care or has refused to permit medical inspections under GML § 207-c, or (2) has been determined to be fit to return to full duty or light duty status, may request a hearing to review ("appeal") the determination in writing within ten (10) days of receiving the written order to return to duty or written determination that the officer has refused to accept medical treatment or hospital care or refused to permit a medical inspection. The appeal shall be delivered to the Town Supervisor's office, include a copy of the written order or determination, and shall set forth all relevant facts, and the reason(s) the determination should be changed. Where the appeal is based on alleged medical inability of the officer to return to full duty or light duty status, the appeal shall be accompanied by all medical documentation relied upon by the officer in contesting such determination, but only such documentation as was submitted to the Chief for his initial determination, unless there has been an intervening change in the officer's medical condition, which event must be specifically noted in the appeal.

(b) The hearing will be held before the Town Board or a hearing officer designated by the Board in its sole discretion. Such hearing shall commence within thirty (30) days of receipt of the appeal. The hearing officer will have full authority to require testimony under oath, order the production of

documents and prepare a complete record of the proceedings. The police officer appealing the determination may be represented by counsel or a union representative. The police officer may cross examine witnesses and introduce witnesses and evidence in support of his or her position. Formal rules of evidence will not be applicable at any hearing.

If a hearing officer is designated by the Board, he or she will prepare findings and recommendations, which will be submitted to the Board for its final determination within thirty (30) days after the hearing officer closes the hearing. The hearing officer may recommend that the order or determination of the chief that is subject to review be sustained or reversed in whole or in part, and may recommend such further action as is appropriate to the circumstances.

The final determination of the Board will be made as soon as is practicable after the close of the hearing (if a hearing officer is not appointed) or its receipt of the hearing officer's report, but in no event later than the next regularly scheduled Board meeting following close of the hearing or receipt of the hearing officer's report, respectively. The Board may adopt or reject the recommendations of the hearing officer in whole or in part.

The final determination of the Board may only be reviewed as provided for in Article 78 of the New York Civil Practice Law and Rules, and neither that determination, nor any other action taken by the Town pursuant to the provisions of this Article, may be grieved pursuant to the provisions of this Agreement.

(5) Payment for Medical Services. The presentation and payment of medical bills shall be in accordance with the Worker's Compensation Law. Nothing shall be paid until Worker's Compensation makes a determi

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November 26, 2002

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DIRECT DIAL NUMBER

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Ann Leber, Town Clerk  
Town of North Castle  
15 Bedford Road  
Armonk, New York 10504

Dear Ann:

Here is the latest draft of Appendix A to the North Castle PBA contract, the procedure for resolution of disputes under GML Section 207-c.

Have a Happy Thanksgiving.

Very truly yours,

RAINS & POGREBIN, P.C.

*Bruce R. Millman / sm*

Bruce R. Millman

BRM:sm  
Enc.

cc: Chief D'Angelo  
Thomas Troetti, Esq.

