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

Title: **Mamaroneck, Town of and Town of Mamaroneck Police Benevolent Association (1998)**

Employer Name: **Mamaroneck, Town of**

Union: **Town of Mamaroneck Police Benevolent Association**

Local:

Effective Date: **01/01/98**

Expiration Date: **12/31/00**

PERB ID Number: **7409**

Unit Size: **40**

Number of Pages: **30**

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Mamaroneck, Town Of And  
Mamaroneck Police Benevolent Assn

**AN AGREEMENT  
BETWEEN  
THE TOWN OF MAMARONECK  
AND  
THE TOWN OF MAMARONECK PBA**



**JANUARY 1, 1998 - DECEMBER 31, 2000**

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## **PREAMBLE**

This Agreement entered into by the Town of Mamaroneck, New York, hereinafter designated as the "Town" and the Town of Mamaroneck PBA, Inc., hereinafter designated as the "PBA" and on behalf of the employees identified in Article I below, now employed and hereinafter to be employed in the Police Department of the Town and collectively designated as the "Employees".

Since the parties desire to enter into an Agreement relating to wages, hours, and other conditions of employment which provide methods of harmonious cooperation between the Town and the Employees, and to that end, accomplish fair and peaceful adjustment of any disputes which may arise, without interruption of operation, the parties agree as follows:

### **ARTICLE 1 RECOGNITION**

The Town of Mamaroneck recognizes the PBA as the sole representative for all employees performing police related work through and including the rank of Lieutenant employed by the Town for the purpose of collective bargaining under PUBLIC FAIR EMPLOYMENT ACT, as amended, and any other act, and for hearing and administration of grievances.

### **ARTICLE 2 UNION DEDUCTIONS**

Upon receipt by the Town of a signed authorization, the Town will deduct from the pay of each employee who so authorizes, an amount as specified in the authorization. Such deduction shall be made on each payday of each month. The sum so deducted shall be paid within ten (10) working days after the last paycheck of each month to the Town of Mamaroneck PBA as shown on the authorization form. Except for newly hired employees or terminated employees (whose payroll deductions will be started or canceled as soon as processing will allow) all other payroll deductions under this article shall be accepted, for processing, to be effective July 1st and January 1st of each calendar year, provided such deductions have been submitted by May 31st of that respective calendar year to become effective July 1st and December 1st to become effective January 1st.

The authorization shall be in full force and effect until it is canceled by the employee by written notice to the Town.

### **ARTICLE 3 UNION ACTIVITY PROTECTED**

The PBA agrees that the PBA shall not engage in a strike nor picket Town property on matters covered by this Agreement.

### **ARTICLE 4 EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT**

The Town shall give each present employee and to each employee when hired, a copy of the Agreement.

## ARTICLE 5 SENIORITY

**Section 1.** An employee's seniority status in the department shall be determined according to the date of his appointment to his present rank. Where two or more employees of the same rank are appointed on the same day, the first name in order of appointment shall be the ranking officer.

**Section 2.** The seniority referred to above shall be exercised for assignment of vacation preference in the department.

**Section 3.** The above definition of seniority shall be subject to existing prevailing law, including but not limited to Chapter 104, Laws of 1936 (as amended in 1957) Paragraph 5 Transfers and the State Civil Service regulations and the State and County Civil Service Rules, as such rules may apply to the Town.

## ARTICLE 6 GRIEVANCE

**Section 1.** This procedure is established to seek an equitable resolution of problems that arise as a result of an employer-employee morale. The intent of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible so as to incur efficiency and maintain employee morale.

**Section 2.** Definition: A grievance for purposes of this procedure shall be considered to be an employee or PBA complaint concerned with application and interpretation of the articles and sections of this Agreement.

**Section 3.** Time Extensions: Time extensions beyond those stipulated in the agreements following in this procedure may be arrived at by mutual written agreements of the parties concerned.

**Section 4.** Procedures:

(a) Any aggrieved employee may use this grievance procedure with or without PBA assistance.

(b) No grievance settlement made as a result of an individually processed grievance shall contravene the provisions of this Agreement.

### **Step No. 1**

Any department employee may, with or without PBA or other representative, discuss his grievance with his immediate supervisor, or at the level of the origin of the grievance. Such grievance shall be instituted within fifteen (15) calendar days of the events giving rise to the grievance.

### **Step No. 2**

If the immediate supervisor and the employee cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved or his representative, and submitted to the Police Chief within five (5) calendar days after discussion with his immediate supervisor who shall use his best efforts to settle the dispute. The department shall submit his decision in writing to the aggrieved employee and his representative, if represented, within five (5) calendar days of the receipt of the grievance.

### **Step No. 3**

If the complaint and his representative, if represented, are not satisfied with the decision rendered by the department head, he or his representative shall submit the grievance in writing to the Town Administrator or his designee within fifteen (15) calendar days of the complainant's receipt of the department head's written decision. The Town Administrator or his designee shall render his decision in writing to the complainant and his representative, if represented, within fifteen (15) days.

### **Step No. 4**

(a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved, either party may submit it to an arbitrator within twenty (20) calendar days after receipt of the Town Administrator's decision. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of that Association.

(b) The arbitrator shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the agreement or make any recommendations thereto. The decision of the arbitrator shall be final and binding on all parties.

(c) It is understood and agreed that questions involving changes in the terms and provisions of this Agreement or the terms and provisions to be included in any subsequent agreement, the Town's management functions except as specifically relinquished or abridged by this agreement) and a general wage increase are specifically excluded from the grievance procedure or arbitration thereunder.

## **ARTICLE 7 HOURS OF WORK**

**Section 1.** A work week will consist of not more than five (5) eight-hour tours, with sixteen (16) hours off duty between each eight (8) hour tour and between each work week there will be seventy-two (72) hours off duty.

**Section 2.** (a) The normal daily work schedule of the Department shall be eight (8) hours per day consecutively worked.

(b) The normal daily work schedule for administrative and records officers shall be eight (8) hours per day consecutively worked.

**Section 3.** When possible, the Town and/or the Chief of Police or his designee shall notify the PBA at least ten (10) days in advance of any change in working hours or conditions, except where such change is required because of an emergency or major disaster or other circumstances over which the Town or the Police Chief have no control.

**Section 4.** Roll call time shall be worked by each employee as follows: Patrolman shall be prepared for roll call ten (10) minutes before the start of each tour. Superior officers shall be prepared for roll call twenty (20) minutes before the start of each tour.

Roll call time shall be used for the purpose of tour preparation.

**Section 5.** Effective January 1, 2000, police officers shall work the following schedule: five (8 hr.) tours - 8:00 a.m. to 4:00 p.m. followed by 72 hours off duty; four (8 hr.) tours - 4:00 p.m. to 12:00 p.m. followed by 72 hours off duty; four (8 hr.) tours 12:00 midnight to 8:00 a.m. followed by 72 hours off duty. The cycle will then repeat itself.

#### **ARTICLE 8 OVERTIME AND PREMIUM**

**Section 1.** Time and one-half, namely one and one-half times the employee's normal rate of pay, shall be paid in the following instances;

- (a) All work performed in excess of the regularly scheduled daily working hours.
- (b) All work performed in excess of the regularly scheduled weekly working hours.

**Section 2.** If an employee is called back from off-duty status to work overtime, he shall be guaranteed a minimum of four (4) hours of pay at overtime rates.

**Section 3.**

(a) All overtime work shall be offered by seniority within rank except in cases of emergency. "Emergency" for purposes of this section only, shall mean overtime for which the Town has fewer than four (4) hours notice.

(b) If the Town receives reimbursement for overtime expenses from a third party, that overtime work will be offered by seniority department-wide.

(c) Employees on restricted light duty will not be eligible for overtime work except when authorized by the Chief or his designee.

(d) All overtime earned by employees will be posted in the employee's locker room.

**Section 4.** Whenever an employee is placed on stand-by wherein the employee must be available on off-duty time said employee shall be confined to a single location where he/she will be in direct telephone communication with the Police Department. Said employee shall be compensated at the employee's normal hourly rate for each hour the employee is required to remain on stand-by. Employees, when placed on stand-by, shall be notified in writing by the Chief of Police or his designee, as to the time the stand-by starts and the time the stand-by terminates. In case of emergency where there is no time for written notification to the employee, the Chief of Police or his designee shall direct the Desk Officer to make proper entry on the Police Blotter.

**Section 5.** Employees may elect to receive compensatory time in lieu of cash payment for overtime worked. Said compensatory time shall be earned at overtime rate. Employees may accumulate in a Compensatory Time for Overtime Bank a maximum of forty (40) hours at any given time. Overtime hours in excess of the maximum accumulation of forty (40) hours shall be paid in cash at the earliest possible date. An employee who requests compensatory time off at least fifteen (15) days in advance of the date requested shall not have such compensatory time off denied with the following exception: Compensatory time off may not be requested on Holidays as set forth in this contract including Christmas Eve and New Year's Eve except at the sole discretion of the Police Chief.

**Section 6.** Call Time - Whenever an employee is placed on call time, the employee must be available for duty within a reasonable period of time. Employees placed on call time shall be compensated at the rate of two hours of pay at the employees regular hourly rate for every twelve hours of accumulated call time. Employees, when placed on call time, shall be notified in writing by the head of the department, or his designee shall direct the Desk Officer to make proper entry in the Police Blotter.

**Section 7.** Employees who are required to attend court appearances, motor vehicle hearings or other mandated department functions on off-duty days shall be entitled to a minimum of six (6) hours of pay at overtime pay rates.

**Section 8.** When a police officer is held beyond his normal tour for overtime work or in the event that he is recalled for emergency duty or attending any authorized school or training or while attending advisory, supervision or other department functions, he shall receive a six dollar and fifty cents (\$6.50) meal allowance, if such time exceeds two (2) hours. In the event of any proceeding or hearing in which an employee's appearance shall continue beyond a normal meal period or be adjourned for a meal period, the employee shall receive the sum of \$6.50 for such meal expense.

**Section 9. Training Days:** Employees agree to work up to 40 hours of training per year at the normal hourly rate of pay. All training sessions will be 8 hours. All hours of training above 40 hours will be paid at the overtime rate.

**Section 10:** Police Officers hourly rate of pay shall be calculated on the basis of 2,080 hours accrued in a calendar year.



## ARTICLE 9 HOLIDAYS

**Section 1.** There shall be thirteen (13) paid holidays as listed in this section, whether worked or not, and in addition to regular pay:

- |                               |                     |                      |
|-------------------------------|---------------------|----------------------|
| 1. New Year's Day             | 6. Memorial Day     | 11. Veteran's Day    |
| 2. Martin Luther King Jr. Day | 7. Independence Day | 12. Thanksgiving Day |
| 3. Lincoln's Birthday         | 8. Labor Day        | 13. Christmas Day    |
| 4. Washington's Birthday      | 9. Columbus Day     |                      |
| 5. Easter Sunday              | 10. Election Day    |                      |

**Section 2.** For the purpose of observing these holidays, a twenty-four (24) hour period shall be deemed to commence at 12:01 a.m. and cease at 12:00 midnight.

**Section 3.** Compensatory pay for holidays shall be paid in the following manner: Payment for six (6) holidays shall be made in the first pay period after June 1st; payment for seven (7) holidays shall be made in the first pay period after November 1 of each year. Such payment shall be by separate check.

**Section 4.** Members will receive an additional day's pay if required to work on New Year's Day, Easter Sunday, Thanksgiving Day or Christmas Day. For the purpose of observing these holidays, a twenty-four (24) hour period shall be deemed to commence at 12:01 a.m. and cease at 12:00 midnight.

**Section 5.** On any day declared a holiday by the Town, a member scheduled for duty during that twenty-four (24) hour period shall be granted at least eight (8) hours monetary payment.

**Section 6.** Christmas Eve - Employees shall be paid for this day only when such day is worked by the employee. Payment shall equal one day of pay at the base daily rate.

**Section 7.** An employee that reports in sick or injured 24 hours before or after a holiday or on day of a holiday, is not eligible for holiday pay. If any employee has previously been paid for a holiday and subsequently calls in sick or injured 24 hours before or after a holiday or on the holiday day, the holiday pay shall be deducted from his or her next pay check.

## ARTICLE 10 VACATIONS

**Section 1.** Employees with over one (1) year of service but less than four (4) completed years of service as of their anniversary date of employment in any year will receive fifteen (15) working days of paid vacation leave in that calendar year and thereafter until they complete four (4) years of employment.

**Section 2.** Employees with four (4) completed years of service but less than seven (7) completed years of service as of their anniversary date of employment in any year will

receive twenty (20) working days of paid vacation leave in that calendar year and thereafter until they complete seven (7) years of employment.

**Section 3.** Employees with seven (7) completed years of service or more as of their anniversary date of employment in any year will receive thirty (30) working days of paid vacation leave in that calendar year and thereafter.

**Section 4.** Employees shall be permitted to split their vacation into four (4) vacation periods of not less than four (5) days duration in accordance with job seniority. Further vacation splits shall require the approval of the Police Chief or his designee.

**Section 5.** Employees hired after January 1, 1985 shall receive a maximum of twenty-five (25) vacation days after completing seven (7) years of service.

**Section 6.** Employees shall not accrue vacation time while on Section 207-C leave. Vacation entitlement shall be prorated to reflect the absence on 207-C leave. Vacation leave shall not be prorated if the employee's 207-C leave of absence is less than thirty (30) days.

#### **ARTICLE 11 SICK LEAVE**

**Section 1.** Probationary Patrolmen shall receive twelve (12) sick leave days during their probationary period of employment.

**Section 2.** Employees shall be entitled to unlimited sick leave.

**Section 3.** When an employee on duty leaves for reasons of illness, the employee is considered sick for the whole tour.

#### **SICK LEAVE INCENTIVE/DISINCENTIVE PROGRAM**

##### **Sick Leave Incentive Program**

Effective 1/1/99 a police officer who uses the number of sick days in a calendar year as stated in the chart below shall receive the cash bonus payment stated in the chart below. The payment shall be made in the month of January following the year in which the cash bonus has been earned. The first payment shall be made in January 2000 based on an employee's sick leave use in calendar year 1999.

<b><u>Days</u></b>	<b><u>Cash Bonus</u></b>
0 Sick Days	\$1,250
1 Sick Day	\$1,000
2 - 3 Sick Days	\$ 500

**Sick Leave Disincentive Program**

**Section 1:** Effective 1/1/99 a police officer who uses the number of sick days in a calendar year as stated in the chart below shall have leave days removed from his/her time balance according to the following schedule. The time shall be deducted from the employee's balances in the following order: 1) Personal Days 2) Chart days 3) Compensatory Leave 4) Vacation.

**Days**

**Disincentive**

7 - 10	½ day removed for each day of sick leave used more than 6 days;
11 - 15	1 day removed for each day of sick leave used more than 10 days;
16 - 19	2 days removed for each day of sick leave used more than 15 days;
20 +	3 days removed for each day of sick leave used more than 19 days.

**Section 2:** The Chief of Police or his designee shall notify the employee in writing that the employee is subject to the disincentive provisions stated above. The employee's time balance shall be reduced as provided above when the notice of disincentive is issued by the Chief.

**Section 3:** Sick days used in connection with the following illnesses or injuries shall not be counted for purposes of the disincentive noted above.

- (a) Heart Condition
- (b) Broken/dislocated limb or orthopedic condition that prevents an employee from performing light or regular duty.
- (c) Post surgical/post hospitalization convalescence.
- (d) Illness diagnosed, by competent medical authority, as likely to be of a duration in excess of two (2) months.
- (e) Pregnancy
- (f) In-patient hospitalization.
- (g) Serious injuries or illnesses that cause the protracted impairment of health (e.g.; pneumonia or similar injury or illness). Serious injuries or illnesses do not include colds, flu, stomach aches, headaches, toothaches, fever or other injuries or illnesses of a similar nature. The member may be evaluated by a physician designated by the Department to verify whether days used should be considered for purposes of the disincentive in accordance with the terms of this Policy.

**Section 4:** An employee who seeks to have days of sick leave use excluded for purposes of the disincentive in accordance with Section 3 above, shall submit such request in writing

to the Chief of Police or his designee, attaching any documentation in support of said claim, within thirty (30) days of the date of the absence or within thirty (30) days of the date of notice of disincentive provided by the Chief of Police. For purposes of calendar year 1999, an employee may seek to have days of sick leave used prior to ratification of this agreement excluded for purposes of the disincentive by written request, as provided above. The Chief shall render his determination within ten (10) business days of receipt of the employee's request.

**Section 5:** In addition to the disincentive provisions stated above, a member who uses more than 20 sick days, not excluded from the disincentive provisions, in a calendar year shall not be permitted to work overtime for a period of six (6) months. If an employee uses 20 or more sick days in any of the three (3) years in a five (5) year period, the employee shall not be permitted to work outside employment or voluntary overtime.

**Section 6:** The Town may at its discretion direct employees to a physician to verify an employee's illness or injury. Officers who are absent from work due to a line of duty illness or injury will not be eligible for the sick leave incentive program or the disincentive program.

### **Appeals**

(a) Exclusive of the employee's appeal as set forth in section 4, where an employee believes that use of sick leave days should not be subject to the disincentive provisions as provided in Section 3, the employee may within thirty (30) business days of the notice of disincentive issued by the Police Chief, submit a written report to the Executive Officer which shall set forth the basis for exclusion of the specified sick leave days for purposes of the disincentive.

(b) The Executive Officer shall review the appeal and forward his recommendation to the Police Chief. Said review shall be performed within ten (10) business days of receipt of the appeal.

(c) The Police Chief shall review the employee's appeal and the Executive Officer's recommendation and shall issue a decision on the appeal within ten (10) business days of receipt. If the Chief denies the appeal, the employee may appeal the matter to the Appeals Board hereinafter provided.

(d) A request for review by the Appeals Board shall be submitted to the Town Administrator's office in writing by the employee within ten (10) business days of the Chief's decision. The Appeals Board shall consist of the following persons:

1. Town Administrator or his designee.
2. PBA President or his designee.
3. An individual mutually selected by the Town Administrator and the PBA president.

(e) The Appeals Board shall render a written decision on the appeal and the decision shall be provided to the employee and the Chief of Police. The decision of the Appeals Board shall be final and binding, and not subject to review in any forum.

(f) Any time deducted from an employee's time balance shall be restored in the event the employee prevails on his appeal at any step provided herein.

(g) The time frames included in this appeals process may be extended through mutual consent of the parties.

### **ARTICLE 12 LONGEVITY PAY**

Employees shall be entitled to annual payments based on length of service with the Town Police Department upon the following basis:

**Section 1.** Employees with over seven (7) years of service, but less than eleven (11) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$365 in that calendar year and thereafter until they complete eleven (11) years of employment. In 1999, the longevity payment will be increased to \$500 and in 2000, the amount shall be increased to \$575.

**Section 2.** Employees with eleven (11) years of service, but less than fifteen (15) completed years of service as of their anniversary date of employment in any year, will receive a payment of \$490 in that calendar year and thereafter until they complete fifteen (15) years of employment. In 1999, the longevity payment will be increased to \$800, and in 2000, the amount shall be increased to \$900.

**Section 3.** Employees with fifteen (15) years or more of service, as of their anniversary date of employment in any year, will receive a payment of \$765 in that calendar year and thereafter. In 1999, the longevity payment will be increased to \$1,200 and in 2000, the amount shall be increased to \$1,350.

**Section 4.** Employees hired prior to January 1, 1982 and receiving credit for past service with other towns for longevity pay shall continue to receive such credit.

**Section 5.** Longevity payments are not included in base pay and payments shall be made by separate check in the first payroll in December of each year.

### **ARTICLE 13 PROFESSIONAL DEVELOPMENT**

The Town and the PBA recognize that furtherance of police service is enhanced by training and education of employees, and to that end, the following policy in connection with such training and education is hereby adopted:

**Section 1.** The Town will pay to each employee the sum of six (\$6) dollars per college credit obtained or awarded to each employee up to an accumulated maximum of sixty-six

(66) credits per employee. Such payments will only be made for college credits received, awarded, applicable or accepted by college or university toward a degree in Police Science or Criminal Justice when such college courses were entered and satisfactorily completed after employment in the Town of Mamaroneck Police Department and were previously approved by the Police Chief and/or the Town for that particular employee. Such payments shall be made annually, after approval and satisfactory completion, on or before April 1st of each year. Employees presently receiving pay for college credits as of January 1, 1983, shall continue to receive such pay regardless of the provisions of this section.

**Section 2.** (a) Reimbursement to members of the Police Department for approved courses relating to Police Science or Criminal Justice shall be made as long as such members receive a passing or better grade.

(b) The Town will reimburse all employees hired prior to January 1, 1988 for the cost of tuition as charged by the institution for approved courses in Police Science or Criminal Justice after satisfactory course completion as outlined in Section 2(a). Reimbursement will be made for a maximum of four (4) courses per calendar year.

(c) Course work in the specified field of Police Science or Criminal Justice shall be subject to the prior approval of the Police Chief in order for the employee to be reimbursed.

**Section 3.** (a) Employees hired after January 1, 1988 shall NOT be entitled to the benefits of Section 1 of this article.

(b) Employees hired after January 1, 1988 shall be reimbursed for the cost of tuition only as charged by the institution for approved courses in Police Science or Criminal Justice after satisfactory course completion as outlined in Section 2(a). Specifically excluded from reimbursement are application fees, registration fees and the cost of instructional materials.

(c) Reimbursement shall be made for approved courses as long as employees attain grade C or better unless course is graded w/pass or fail.

(d) Course work is subject to the prior approval of the Police Chief in order for the employee to be reimbursed.

#### **ARTICLE 14 FUNERAL LEAVE**

**Section 1.** In order to permit participation in and attendance at funeral services for a member of the immediate family of an employee, a leave of absence without loss of pay shall be granted to the employee not to exceed four (4) consecutive days.

**Section 2.** For purposes of this policy, the term "immediate family" shall be defined as one of the following relations: spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents of the employee or his or her spouse and any other family member living in the residence of the employee.

## **ARTICLE 15 PBA BUSINESS LEAVE**

**Section 1.** The Town will recognize one employee for the purpose of handling grievances and time so spent shall be without loss of pay.

**Section 2.** The Town shall release three employees without loss of pay or benefits for the purpose of handling contract negotiations.

**Section 3.** The Town will permit time off with pay for the President of the PBA or his designee to attend PBA meetings, conventions and conferences under the following conditions:

(a) Reasonable advance notice of such meetings must be given to the Police Chief, stating the name of the member who will be attending and duration of his absence.

(b) No more than one employee shall be absent on any one occasion for that purpose, except on approval of the Police Chief.

(c) The PBA President or his designee shall be permitted up to a maximum of ten (10) working days off with pay in each fiscal year for the purposes of Article 15 Section 3. Said released time shall not be taken in units of less than one full working day.

(d) Additional time off with pay for the purpose of this Article shall be granted at the discretion of the Police Chief.

## **ARTICLE 16 INSURANCE AND PENSIONS**

**Section 1.** (a) The Town shall provide for employees hired prior to January 1, 1989, at its cost, the present medical and hospitalization plan known as the Empire Plan or a plan providing comparable benefits. This benefit plan will be paid for by the Town for all employees and retired members of the Police Department, including eligible wives and dependents.

(b) Effective April 1, 1995, new employees hired on or after this date will contribute toward the cost of the medical and hospital plan in effect. Employees who choose family coverage will contribute \$1,000 per year for eight (8) years of employment or the first eight years that coverage is provided to the employee. Employees who choose individual coverage will contribute \$500 per year for the first eight (8) years of employment, or the first eight years that coverage is provided to the employee. The Town will assume the total cost of medical and hospital coverage upon completion of the eighth year of employment or coverage.

(c) Effective February 1, 1999, new employees hired after this date will contribute toward the cost of their medical and hospitalization plan. Employees who choose family coverage will contribute \$1,200 per year and employees who choose individual coverage will contribute \$750 per year for 10 years of employment or the first 10 years that coverage

is provided to the employee. The Town will assume the total cost of medical and hospitalization coverage upon completion of the tenth year of employment or coverage. Contributions will be made through payroll deductions.

**Section 2.** The Town shall purchase at its own cost and expense life insurance for all employees through the New York State Federation of Police Life Insurance Plan or its equivalent in the amount of \$15,000 per employee.

**Section 3.** Effective January 1, 1999 the Town, shall provide \$90 per month per employee for dental coverage. Such payment shall be made to the Town of Mamaroneck PBA who shall assume responsibility for the administration of all dental benefits. Payment shall be made upon a Town of Mamaroneck claim form submitted with appropriate invoices.

**Section 4.** The Town will pay all funeral and burial expenses of any employee who shall succumb from injuries received in the line of duty to the extent of \$6,000.

**Section 5.** The Town shall, in addition to all other benefits, make available to all employees the provisions of Section 208b and 208c of the General Municipal Law.

**Section 6.** The Town agrees that it has enacted, adopted and made effective to employees the provisions of the following sections as defined in the Retirement and Social Security Law of New York State:

- Section 375-c** -- Non-contributory Retirement Plan Benefits
- Section 384** -- 25 Year Half Pay Retirement Plan
- Section 384-d** -- 20 Year Half Pay Retirement Plan
- Section 384-f** -- 25 Year Half Pay Retirement Plan plus  
1/60th Benefit for Service after 25 years
- Section 302-9d** -- Retirement One Year Final Average Salary

**Section 7.** Members of the bargaining unit who voluntarily withdraw or choose not to participate in the Town's health insurance plan shall receive \$3,500 if they were covered by the family plan and \$2,000 if they were covered by the individual plan. The employee must remain withdrawn from coverage for twelve (12) consecutive months to be eligible for the payment.

## **ARTICLE 17 UNIFORMS AND CLOTHING**

**Section 1.** Each member shall be entitled to a payment of one hundred and twenty-five (\$125) dollars each year for the purpose of purchasing one pair of shoes, however, such claim for payment must be presented on an authorized claim form.

**Section 2.** The Town will enter into a contract with a local cleaning establishment maintaining a convenient outlet for the cleaning, laundering and maintenance of a member's uniform at no cost to the member.



**Section 3.** The Town will supply each uniformed employee the following:

- (a) Two (2) pair of pants annually
- (b) Four (4) shirts annually
- (c) One (1) hat annually

Employees shall have the option to alter annual uniform allocations provided they do not expend more than the cost of the above mentioned items. The weight of the fabric to be at the option of the employee. All other items of uniforms and equipment to be supplied and/or replaced in accordance with past practice.

**Section 4.** The Town will pay to all detectives and plainclothes duty personnel the sum of \$1,100 annually as a uniform or clothing allowance. For all employees entering the pay grade of detective or plainclothes duty, this sum to be prorated on the basis of the portion of the calendar year remaining after their appointment to these pay grades.

**Section 5.** Effective in 1999, the PBA will be given \$16,000 for the sole purpose of purchasing new bullet-proof vests for all police officers. Each year thereafter the PBA will be given \$3,000 for vest replacement. The PBA will assume sole responsibility for vest replacement and will hold the Town harmless for any claims that may arise as a result of the PBA's failure to provide vests to members of the bargaining unit.

#### ARTICLE 18 SAVING CLAUSE

The Town retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

#### ARTICLE 19 SALARY ADMINISTRATION

**Section 1.** The following annual salary structures shall apply to the Police Department Officers:

	<u>1/1/98 (3.5%)</u>	<u>1/1/99(3.5%)</u>	<u>1/1/00(3.25%)</u>
Start	\$28,000	\$28,000	\$32,000
1st Grade Patrolman	\$59,935	\$62,035	\$64,050
Detective	\$63,450	\$65,670	\$67,805
Sergeant	\$67,935	\$70,310	\$72,595
Detective/Sergeant	\$71,255	\$73,750	\$76,145
Lieutenant	\$74,690	\$77,305	\$79,815

The Chief of Police, may at his discretion, designate an employee holding the rank of lieutenant to serve as Executive Officer. The employee serving in this position shall receive a salary differential of \$2,500, which will be added to the base salary for a lieutenant.

**Section 2.** (a) Effective January 1, 1998, the starting salary shall be \$28,000 and effective January 1, 2000 will be increased to \$32,000 per year and remain as such until such time as it becomes necessary to revise it for recruitment purposes.

(b) The annual in-grade salary increase shall equal the starting salary of an employee subtracted from the salary of a first-grade or fifth year patrolman at the time of employment, divided by four. Salary increments will be given on the employee's anniversary date. Patrolman in-grade shall receive the dollar amount of any increase granted to a first grade Patrolman.

## **ARTICLE 20 GENERAL PROVISIONS**

**Section 1.** All hiring and promotions shall be in accordance with Westchester County and New York State Civil Service laws and regulations.

**Section 2.** **PROBATIONARY REPRESENTATION** A new hired probationary employee shall be entitled to representation by the PBA and a hearing in the event that the Town shall decide to release him during his probationary period. However, the final decision to release probationary employees shall be in the sole discretion of the Town and shall not be subject to the grievance and arbitration procedure.

**Section 3.** **PERSONAL PROPERTY** If during the course of carrying out his duties, an employee sustains damage to personal property, such as watches or other personal effects, usually in the possession of the employee, these shall be repaired or replaced at the Town's expense, which shall in no case exceed \$150 per incident. This section shall not apply to damages resulting from the employees negligence.

**Section 4.** **BULLETIN BOARD** The Town shall designate one bulletin board in the locker room at the Police Headquarters for the purpose of posting notices concerning PBA business and activities.

**Section 5.** **NON-POLICE WORK** No employee shall be requested to perform any work which would be classified as maintenance or building trade work. The Town would expect police officers to exercise diligence in maintaining the appearance of and accessibility to the Police Department building and its environs as well as the patrol cars.

**Section 6.** **TEMPORARY DETECTIVE ASSIGNMENTS** It is agreed that in order to facilitate on-the-job training of patrolmen in the capacity of detective, men will continue to be assigned, at the discretion of the Police Chief, to detective duties for a limited period of time. In all cases, anyone assigned to detective duties for a period greater than ninety (90) cumulative days in any twelve month period, will thereafter be entitled to the existing pay scale of detective.

**Section 7.** **VACANT OR NEW POSITIONS** In the event an employee is required to work in a position of higher compensation for more than five (5) consecutive days in any calendar year (except in temporary detective assignments), such employees shall be paid at the rate

of the higher paid position from the first work day of such assignment up to and including the last work day of such assignment. He shall then be returned to previous pay rate.

**Section 8. MEAL PERIOD OF DESK OFFICERS** Police employees assigned to desk duty will be entitled to forty-five (45) minutes for a meal period during his tour of duty.

**Section 9. AUTOMOBILE EXPENSE** Any employee required to use his personal car for police business, shall be reimbursed at the current IRS rate of reimbursement.

**Section 10. EMERGENCY AND/OR PERSONAL DAYS** At the discretion of the Police Chief or his designee, employees may be granted personal days off with pay upon request for justifiable reasons. All employees shall be guaranteed three (3) days per calendar year. Personal days may not be accrued from year to year and not used in connection with any other form of leave time. Personal leave may be denied when the operation of the department may be adversely affected by such leave. Adversely affected shall be defined as the department's inability to fill a vacated slot after overtime has been offered to fill the vacated slot. Personnel leave will not be granted on Holidays as set forth in this contract including Christmas Eve and New Year's Eve except at the sole discretion of the Chief of Police or his designee.

**Section 11. FALSE ARREST INSURANCE** The Town will secure false arrest insurance to cover each employee, at no cost to the employee. It shall include the payment of awards and the defense of any action or proceeding brought against an employee while such employee was acting within the scope of his duties.

**Section 12. CHANGE IN SCHEDULED TOUR** Any change in scheduled tour shall be worked by the junior employee in terms of time in grade, unless a more senior employee requests or consents to the change.

**Section 13. EXCHANGE OF TOURS** Unlimited exchange of tours shall be permitted to all employees holding the same rank within the police department at the discretion of the Police Chief or his appointed designee. All exchanges of tour must be repaid within three (3) months from the date of exchange.

**Section 14. DECEASED'S BENEFITS** The named beneficiary, estate or legal representative of any deceased employee shall be paid for all payments which may be due under this Agreement.

**Section 15. UNIFORMS** The Town agrees that employees shall be supplied with uniforms which make them readily distinguishable from other Town agents or employees.

**Section 16. REPRESENTATION** Employees shall be entitled to representation, by the PBA or legal counsel, at any formal inquiry, interrogation, investigation or disciplinary hearing concerning an employee.

**Section 17. EARLY PAYCHECKS** Employees who are not required to work on a scheduled "payday", at five o'clock in the afternoon shall receive their paychecks on the preceding day.

**Section 18. TRAINING SCHOOLS/TRAVEL EXPENSES** Employees designated to attend training schools or on authorized Police Department business shall be reimbursed for expenses in the following manner. Training schools that require overnight travel or travel in excess of 150 miles in one direction shall be reimbursed in accordance with the Town of Mamaroneck's travel policy in the Town's Administrative manual.

Employees attending training schools or on authorized Police Department business that does not require an overnight stay or travel in excess of 150 miles in one direction shall be reimbursed for reasonable expenses upon submission of receipts and a completed claim form. Meal expenses shall be reimbursed at the rate of \$6.50 for each meal. Employees shall be entitled to an advance of funds for expenses. An estimate of expenses shall be submitted along with a request in writing for an advance no later than seven (7) calendar days before the training school. Employees receiving an advance must submit receipts for expenses incurred upon return from the training school.

**Section 19. AIR CONDITIONED VEHICLES** All police vehicles operated by employees of the bargaining unit shall be equipped with factory installed air conditioning. Motorcycles and scooters shall be exempt from this provision.

**Section 20. BILL OF RIGHTS** The parties agree that employees shall have at least as a minimum, the rights as set forth in Addendum 1 hereto annexed.

**Section 21. ANNUAL PHYSICAL** Employees shall have the right to receive one (1) complete physical examination each year for which the Town shall reimburse the employee a maximum of \$225. If the results of the physical exam reveal a condition that may affect the employee's ability to complete the duties of a police officer, the results of the exam will be provided to the Chief of Police. Reimbursement to the employee will be made on a certified claim voucher of the Town and a bill from the doctor shall be attached.

**Section 22. SAFETY COMMITTEE** The parties shall establish a Safety Committee, composed of three (3) members of the PBA and three (3) members appointed by the Town. The Committee shall meet within fifteen (15) days of receipt of written notification from the PBA and/or the Town to discuss safety issues raised by either the PBA and/or the Town. The PBA and the Town shall present to the Committee written and/or oral evidence to support their position. The Committee shall, within thirty (30) days of the inquiry hearing, submit their written recommendations to the Town and the PBA. Each member of the Committee shall be entitled to one (1) vote.

**Section 23. CHART DAYS** Chart days are defined as paid days off granted to employees of the department as compensation for time spent on roll call time. Sergeants and lieutenants shall be granted 4 chart days per calendar year. Chart days shall be assigned at the discretion of the Police Chief so as not to result in overtime or manpower

shortages. Chart days shall not be accrued from year to year or used in connection with any other leave.

**Section 24.** The Administration of employees absent from work due to a line of duty injury (section 207-C General Municipal Law) shall follow the policies and procedures set forth in Appendix "A".

**Section 25.** The Town shall utilize the random drug testing policy for employees of the Police Department. (See Appendix B).

**Section 26.** Leaves of Absence:

a) Upon request to the Chief of Police, an employee may, if deemed to be in the best interest of the Town and/or the employee, be granted by the chief an unpaid leave of absence for a period not to exceed one year for such reasons not limited to child rearing leave, child adoption leave or educational leave.

Except in an emergency, all leaves of absence shall be requested in writing at least thirty (30) days in advance stating the reason for the leave and the length of time requested. A decision on the request shall be furnished in writing by the chief within twenty (20) days of receipt of each request. Upon return from such leave, the employee shall be reinstated to the same position for the salary of the position then in effect.

Such leave of absence shall be without pay or other benefits except as stated. Seniority shall be retained but will not accrue during such leave. The time while on unpaid leave of absence will not be counted in computing service time for vacation, sick leave, longevity, or similar purposes.

If an employee wishes to be continued to be covered by any group benefit plan, he/she may do so at his/her own cost.

b) As allowable under the Family and Medical Leave Article 1993 (Federal Regulations Part 8-25) any employee must be granted twelve (12) weeks (concurrent or non-concurrent) unpaid leave during any calendar year for the following reasons:

1. To care for a child after birth, adoption or foster care; or
2. To care for the employee's spouse, son, daughter, or parent, who has a serious health condition.

Except in the case of an emergency, the employee shall provide the Town thirty (30) days written notice stating the reason for the leave and the time requested. During the leave period(s), the employee's group health coverage will be maintained at no cost to the employee. The employee shall be restored to their original or equivalent position with no loss of seniority, pay, benefits or longevity.

**ARTICLE 21 PERSONNEL FILE**

**Section 1.** All employees shall have the right to review their official Town of Mamaroneck Police Department personnel file upon reasonable request to the Police Chief and at such time that the request will not interfere with the orderly operation of the Department. Such request shall be granted within fourteen (14) days of the date of a written request.

**Section 2.** Employees shall receive a copy of all communications that are to be entered into their official Town of Mamaroneck Police Department personnel file and shall be afforded the opportunity to initial such communications prior to entry.

**ARTICLE 22 VALIDITY**

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable, by a court of competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of any part or portion shall not invalidate the remaining portions thereof provided, however, upon such invalidation the parties agree immediately to meet and negotiate substitute provisions for such portion or portions rendered or declared illegal or unfair labor practice.

**ARTICLE 23 DURATION**

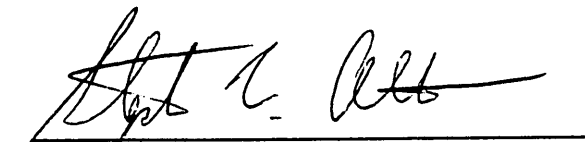
**Section 1.** This agreement shall be in effect on January 1, 1998 and shall remain in effect through December 31, 2000. Either party wishing to amend or modify this Agreement should so notify the other party by registered or certified mail at least one hundred and twenty (120) days prior to such expiration date.

**Section 2.** Negotiations shall be entered into within fifteen (15) days of the receipt of a proper notice for the purpose of negotiating such amendment or modification.

**IN WITNESS WHEREOF**, the parties have caused their names to be signed.

**TOWN OF MAMARONECK**

**TOWN OF MAMARONECK, PBA INC.**

  
\_\_\_\_\_  
Stephen V. Altieri

  
\_\_\_\_\_  
Detective John Infelice 10-26-99

## **ADDENDUM**

### **TERMS AND CONDITIONS OF EMPLOYMENT OF POLICE OFFICERS**

#### **I. FUND RAISING**

The Town is in agreement that the Town of Mamaroneck Police Benevolent Association shall be permitted to solicit funds for the benefit of the members of the Town of Mamaroneck P.B.A., Inc. within the limits of the unincorporated area of the Town of Mamaroneck, such solicitation to be accomplished within the following restraints:

(a) Solicitation will be limited to an annual mailing to be made under the letterhead of the Town of Mamaroneck Police Benevolent Association at the Police Benevolent Association expense.

(b) The mailing will direct that the donor return his contribution to a committee of trustees to consist of two members who will be appointed by the Town Council with prior approval of the Police Benevolent Association. These trustees are not to be members of the Town Council or associated with the Police Department in any fashion.

(c) The trustees will be responsible for receiving the funds, maintaining the anonymity of the donor, depositing the funds in a suitable bank account, and eventually turning the entire net funds over to the Town of Mamaroneck P.B.A., Inc.

The intent of this method of solicitation is to maintain complete anonymity with regard to the source and amount of any contribution in order that the members of the Department can perform their duties without prejudice or subjectivity.

#### **II. POLICE BILL OF RIGHTS**

(a) Members of the Town of Mamaroneck Police hold a unique status as public officers in that the nature of their office and the performance of their duties involves the exercise of a portion of the police power of the state.


(b) The security of the Town and its citizens depends to a great extent upon the manner in which the Town of Mamaroneck Police perform their manifold duties. The performance of such duties involves those members in all manner of contacts and relationships with the public.

(c) Out of such contacts and relationships may arise questions concerning the actions of members of the Department. Such questions may require prompt investigation by Superior Officers designated by the Chief of Police.

(d) To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the individual rights of each member of the force, the following rules or procedure hereby are established:

1. The interrogation of any Department member shall be at a reasonable hour and during the daylight hours unless the exigencies of the investigation dictate otherwise. In the latter event, reassignment of the member's tour of duty shall be employed.
2. The interrogation shall take place at a location designated by the investigating officer, usually at police headquarters.
3. The members of the Department shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and the identity of all persons present during the interrogation. If a member of the Department is directed to leave his post and report to another command, his command shall be promptly notified of his whereabouts.
4. The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the Department being interrogated is a witness only, he should be so informed.
5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
6. The member shall not be subject to any offensive language, nor shall he be threatened with transfer or dismissal. No promise of reward shall be made as an inducement to answering questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his conduct can become the subject of disciplinary punishment.
7. The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions. All recesses called during the questioning shall be noted in the record.
8. The officer interrogated shall be given an exact copy of any written statement he may execute or, if the questioning is mechanically or stenographically recorded (as in Paragraph "7" above), the member shall be given a copy of such recording or transcript if requested by him.

**TOWN OF MAMARONECK**

  
\_\_\_\_\_  
Stephen V. Altieri

**TOWN OF MAMARONECK, PBA INC.**

  
\_\_\_\_\_  
Detective John Infelice 10-26-95



**APPENDIX "A"**

**SECTION 207-C  
ADMINISTRATIVE PROCEDURE**

**Section 1.** Benefit Eligibility.

(a) During the first year of absence pursuant to General Municipal Law Section 207-C (Sec. 207) an officer will receive only the following benefits:

**Salary**

**Longevity**

**Medical/Hospitalization** - the coverage that the unit member had (family or individual) as of the date the Sec. 207-C leave commenced shall be continued, on the same terms as it is provided to active unit members.

**Dental Insurance** - Contribution as per contract.

**Life Insurance** - Contribution as per contract Educational Reimbursement - Only in those instances where the officer has received approval for the course from the Chief PRIOR to the date the Sec. 207-C leave commenced and only if the officer has begun participation in the course and cannot receive a full refund if he/she were to withdraw from the course.

b) If an absence pursuant to Sec. 207-C extends beyond one (1) year, the officer will receive only the following benefits:

**Salary**

**Longevity**

**Medical/Hospitalization** - as per section "A".

**Dental Insurance** - Contribution as per contract.

**Life Insurance** - Contribution as per contract.

The Town may also, at its sole discretion, provide such other compensation and benefits determined to be appropriate; provided only that such compensation/benefit shall not be less than what is required to be provided under the statute, which shall constitute the Town's sole obligation.

**Section 2.** Procedures:

The following procedures are intended to better manage the administration of Sec. 207-C benefits for the Town's police officers and insure that officers who are entitled to such benefits

receive them. A failure to comply with these procedures may result in the denial of benefits.

(a) **Definitions**

1. General Municipal Law Section 207-C (Sec. 207-C) - the provision of the General Municipal Law which provides full salary and medical expenses to an officer who is determined by the municipality to have sustained an injury or sickness in the performance of his/her duties.

2. Chief - Shall mean the Police Chief or any individual designated by him/her.

3. Applicant - Any police officer making application for benefits under Sec. 207-C

4. Light Duty - Such duty as is determined by the Chief to be performable by the officers with some degree of disability.

(b) **Application for Benefits**

1. No application for Sec. 207-C benefits shall be considered unless a written incident report has been filed with the Chief within twenty-four (24) hours of the incident which gave rise to the injury or sickness.

The application shall be made by the applicant or by some person acting on behalf of and authorized by the applicant. The failure to submit an incident report within the twenty-four hour time limit may be excused by the Chief in appropriate cases, including instances where the alleged injury prevented the applicant from filing.

2. The application for benefits will be made on a form provided by the Department and must be submitted to the Chief's Office within ten (10) days of the date of the incident which gave rise to the claimed injury. The application must set forth fully: (a) the time and place where the injury occurred; (b) a detailed statement of the facts and circumstances which led to the claimed injury; (c) the nature and extent of the applicant's injury including reports from all doctor's or other medical personnel by whom the officer was examined or treated; (d) the alleged incapacity suffered by the officer; (e) the names of any witnesses to the incident which gave rise to the claimed injury.

3. The Chief shall have exclusive authority to determine all application for benefits. He shall review each application and have full authority to: a) require the applicant to submit to medical tests and examination; b) require the production of all books, records, and reports pertaining to the injury from the applicant or any physician or medical personnel or the other individual having custody of said records.

4. Pending the determination of an application for benefits, an applicant who is unable to report to work shall be placed on sick leave.

(c) **Determinations**

A determination shall be made by the Chief within thirty (30) days of the date of receipt of the application. Upon a determination of entitlement to Sec. 107-C benefits, all leave credits which were deducted as a result of time missed which are determined to have resulted from the injury will be reaccredited to the officer.

1. An officer determined to be entitled to Sec. 207-C benefits will advise the Chief in writing of any change in his or her status e.g., any improvement in physical or mental condition during the leave. The report will state: a) the status of the injury; b) the name of any doctor or other medical personnel who examined or treated that officer during that period; c) the treatment prescribed; d) the estimated length of the recovery period; e) whether the officer is capable of performing any work for the Department despite his/her injury.

2. Any officer receiving Sec. 207-C benefits will submit to such medical examinations as are required by the Chief. Upon receipt of a medical report certifying that the officer may perform full duty or light duty, the officer will return to duty if so ordered by the chief. An officer who refuses to return to work after certification of fitness for duty forfeits any right to Sec. 207-C benefits and may be subject to discipline. An officer may, however, seek review of the determination of fitness for duty as provided below.

(d) **Review of Determinations**

1. An officer who: a) has been denied Sec. 207-C benefits upon proper application, or; b) is no longer entitled to such benefits, or; c) has been determined to be fit to return to full duty or light duty status, may appeal the Chief's determination to the Town Administrator.

The appeal shall set forth the Chief's determination, all relevant facts and the reason the Chief's determination should be changed. The Town Administrator shall render a determination, in writing, within ten (10) work days of receipt of the officer's appeal.

2. In the event that the officer disagrees with the determination of the Town administrator, he or she may request a hearing by an arbitrator within ten days of the receipt of the Town Administrator's determination.

3. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of the association. 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 officer appealing the determination may be represented by counsel or a union representative. The officer may cross examine witnesses and introduce witnesses and evidence in support of his or her position. The formal rules of evidence will not be applicable at any hearing. All costs associated with the arbitrator will be divided equally between the Town and the officer.

(e) **Payment for Medical Services**

No bills or claims for medical services rendered pursuant to Sec. 207-C shall be paid unless the following procedure is complied with:

1. Except in cases of emergency, an officer must have on file with the Chief an application for benefits in connection with the injury for which medical reimbursement is sought.
2. On each bill or claim for medical services, the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the related injury.

(f) **General Provisions**

1. Officers receiving benefits under Sec. 207-C shall refrain from any activity which is inconsistent with their disabled status. Officers will not engage in outside employment.
2. Officers receiving Sec. 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.
3. Officers who fail to comply with this procedure forfeit their rights to sec. 207-C benefits. Any such forfeiture is subject to review as provided above.

**APPENDIX "B"**

**TOWN OF MAMARONECK POLICE DEPARTMENT  
DRUG AND ALCOHOL POLICY**

1. The use of illegal controlled substances or alcohol by employees adversely affects the Town's ability to safely deliver services, impairs the efficiency of the workforce, endangers the safety of employees and the public, and undermines public trust. The Town and the PBA, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances or alcohol by any employee while on duty is prohibited. The Town and the PBA also agree that employees are prohibited from being under the influence of illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge.
2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provision of law.
3. Any employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.

### **RANDOM TESTING**

4. All employees will be subject to unannounced random testing. An individual selected for random testing shall be notified the same day the test is scheduled, preferable within two hours of the scheduled testing. The Town shall explain to the employee that the employee is under no suspicion of taking drugs or drinking alcohol, and that the employee's name was selected randomly. Selection shall be accomplished by placing the names of all employees in a container and choosing not more than two (2) candidates for testing per shift for that day by random drawing. This procedure will be performed by the Chief of Police and will be witnessed by a person designated by the Department. The random selection of an employee will not result in the employee's name being removed from any future selection process.

### **REASONABLE SUSPICION TESTING**

5. Members of the bargaining unit shall be subject to urinalysis testing based upon a reasonable suspicion of illegal controlled substance or alcohol use.

(a) The order to submit to testing must be justified by a reasonable suspicion that the employee is or may be under the influence of illegal controlled substances, or alcohol while on duty, or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

(b) While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

(c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

(d) Reasonable suspicion may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or

2. A pattern of unusual or abnormal conduct or erratic behavior (e.g. excessive absenteeism, lateness or early leaves); or

3. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or

4. Information provided by a reliable and credible source; or

5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

(e) It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test, and the PBA shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion.

(f) Where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed, except for the name of the governmental law enforcement agency involved, if any. The Town shall not be required to identify a confidential informant in any proceeding, nor can evidence supplied by a confidential informant in any proceeding, nor can evidence supplied by a confidential informant be suppressed because of a refusal to identify the name of the source.

#### **NEW EMPLOYEES**

6. All new employees shall be subject to testing prior to appointment, and subject to random testing during the probationary period. Such employees found in violation of the Town's drug/alcohol policy shall be subject to immediate discharge.

#### **TEST PROCEDURES**

7. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of given of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen.

8. Specimens shall be collected under the supervision of a monitor designated by the Town. The monitor shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services.

9. Initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. Copies of results shall be sent to the Town and the employee. All tests conducted pursuant to this procedure will be paid for by the Town.

10. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to

discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Town's sole discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substance use or alcohol use in a program jointly agreed to by the Town and the PBA. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances, and/or alcohol, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the Town may reinstate the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the stipulation) shall remain in the employee's file unless the parties otherwise agree.