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Union: **Police Benevolent Association of the Town of North Castle**

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1/4/2006

POL / 7428

AGREEMENT

between

THE TOWN OF NORTH CASTLE

and

**POLICE BENEVOLENT ASSOCIATION OF THE
TOWN OF NORTH CASTLE, INC,**

January 1, 2005 - December 31, 2008

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 23 2009

ADMINISTRATION

2336

2336

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AGREEMENT made the _____ and effective the 1st day of January, 2005 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

A. 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.

B. The Town agrees that, upon presentation of a dues deduction authorization card signed by the individual employees to whom this Agreement is applicable, and until cancellation or withdrawal of such card, the Town will, upon issuance of the Employees biweekly paycheck, deduct from the wages of such Employees the amount of dues certified by the Union to the Town from time to time as a membership dues deduction and will remit such deductions to the Association, together with a list of Employees from whose wages such deductions have been made, within five (5) days after the date of the deduction.

C. The Town agrees that it shall deduct from the wages of such employees of the bargaining unit who have not authorized the deduction of dues by presentation of an individual dues deduction authorization card, and from the wages of any employee who is not a member of the Association which represents such employee for the purposes of collective negotiations, agency fees in an amount certified by the Union to the Town from

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time to time. The PBA represents that it maintains a procedure for the refund of such portion of the agency fee which represents the employee's pro rata share of expenditures by the PBA in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. The Union shall hold the Town harmless with respect to any claims which may arise out of the implementation of agency fees under this clause.

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. This shall not apply to a claim of misfeasance or malfeasance by the Town.

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Patrolman				
Starting.....	\$47,089	\$49,091	\$51,777	\$53,352
After 1 year.....	\$54,504	\$56,821	\$59,235	\$61,753
After 2 years....	\$61,923	\$64,555	\$67,298	\$70,138
After 3 years....	\$69,334	\$72,280	\$75,352	\$78,555
After 4 years....	\$76,751	\$80,013	\$83,414	\$86,959
*Pt1. Detective.....	\$83,373	\$86,917	\$90,611	\$94,462
Sergeant.....	\$88,299	\$92,052	\$95,964	\$100,042
*Detective Sergeant...	\$92,713	\$96,654	\$100,761	\$105,044
Lieutenant.....	\$98,244	\$102,420	\$106,772	\$111,310

*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

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percent (5%) above the annual salary of a patrol sergeant.

2. Effective January 1, 2005, the Town will pay all active duty officers who obtain and maintain EMTD certification a stipend of Two Thousand (\$2,000) Dollars per year, paid monthly and prorated for the portion of the year during which the officer maintains such certification.

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. Effective January 1, 2005, the Department may schedule a total of one (1) additional training day, per year, to meet the mandate of any federal, state or county government agency for training that applies to the bargaining unit personnel of the police department. 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. If more than one day of additional mandated training should be required by an outside agency, the Police Chief shall determine the one additional day per year that the officer shall work.

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.

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

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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 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>1/1/05</u>	<u>Effective</u> <u>1/1/06</u>	<u>Effective</u> <u>1/1/07</u>	<u>Effective</u> <u>1/1/08</u>
5 to 9 years of consecutive service:	\$1,825	\$1,825	\$1,875	\$1,925
10 to 14 years of consecutive service:	\$2,075	\$2,075	\$2,125	\$2,175
15 to 19 years of consecutive service:	\$2,175	\$2,325	\$2,500	\$2,550
20 or more years of consecutive service:	\$2,275	\$2,425	\$2,600	\$2,650
25 or more years of consecutive service:	\$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

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is working on overtime. There shall be no overtime on top of an overtime rate.

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 vacation schedule on which their name appears.

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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. Upon written notice to the Chief of Police, an Employee may carry over into the next year a maximum of ten (10) working days vacation. The employee shall have two years after the year in which it was earned, in which to use the carried over time, but on or after January 1, 2005, may not carry over more than 10 working days vacation on top of his or her annual vacation allowance, except as set forth below: Any days in excess of such amount, or any days carried over and not used within two years, shall be lost. The foregoing shall not affect any vacation accumulated prior to January 1, 2005, which shall continue to be carried over, and if unused, will be paid upon leaving the department or upon retirement, as in the past.

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. Such limitation shall not apply to vacation days accumulated prior to January 1, 2005.

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 (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.

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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 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 seventy-two (72) hours in advance.

7. Overtime shall be paid in the payroll period following the time the overtime

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was worked, by separate check.

ARTICLE IX - CLOTHING ALLOWANCES

1. All officers hired before January 1, 1995, shall receive a maximum uniform allowance of seven hundred (\$700) 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 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. 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. Employees may purchase their own bullet-proof vest; and upon presentation of

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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 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

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

7. Employees who use only two (2) sick leave days in the calendar year 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) 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,

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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 the purpose of care of a 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.

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

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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.

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

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- 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 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

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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%

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. 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 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. Tuition shall be fully reimbursed but at no greater than the rate charged by

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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.

2. Tuition payments shall be capped at the following annual amounts for the department, each year: Effective January 1, 2005, \$10,000 per annum; effective January 1, 2006, \$10,000 per annum; effective January 1, 2007, \$12,500 per annum. In the event that tuition reimbursement requests exceed the available pool, reimbursement shall be made on a pro-rata basis for approved courses.

3. Town tuition payments will be limited to undergraduate level courses, and graduate level courses limited to one Masters degree.

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.

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

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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 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 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.

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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) 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

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Chromatography - Mass Spectrometry test (GCMS). Only if 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 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

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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 applicable provisions of law.

ARTICLE XXIII - FUTURE NEGOTIATIONS AND LEGISLATION

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.

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

ARTICLE XXVII - TERM


This Agreement shall be for the period commencing January 1, 2005 and ending December 31, 2008.

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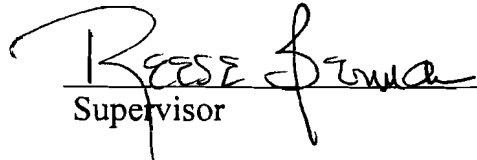
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by its Officers, the day and year first above written.

THE POLICE BENEVOLENT ASSOCIATION
OF THE TOWN OF NORTH CASTLE

TOWN OF NORTH CASTLE



President



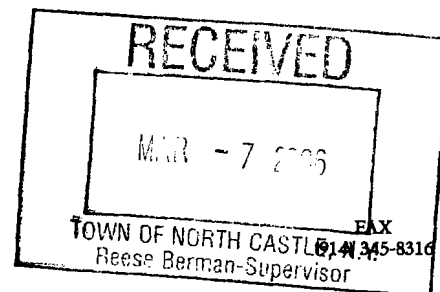
Supervisor

Date: _____

Date: March 22, 2006

THOMAS J. TROETTI
ATTORNEY-AT-LAW
45 KNOLLWOOD ROAD
ELMSFORD, NEW YORK 10523
(914) 345-8140

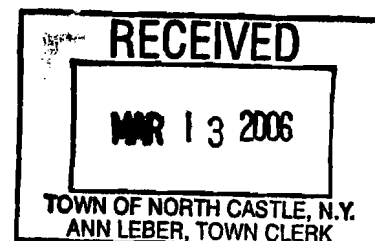
March 1, 2006



Grotta, Glassman & Hoffman, P.C.
650 Fifth Avenue
New York, New York 10019

Attention: Bruce Millman, Esq.

Re: North Castle PBA



Dear Bruce:

Enclosed are two (2) originals of the collective bargaining agreement, signed by PBA President William Scherf.

Also enclosed is a copy of the revised GML section 207-c procedures with my handwritten changes appearing in red ink. The insert just before page 4 is proposed language covering paragraphs 3 (b) & (c). I have enclosed a standard HIPPA authorization which, ultimately, we probably ought to attach to the GML section 207-c procedures as a specimen of the form to be used. Of course, in any given instance, the form will have to be modified by use of the "fill in the blank" method.

After you have reviewed my GML section 207-c changes, please give me a call. I think this is the closest we have been to an agreement in seven (7) years so let's not permit inertia to develop.

In the meantime, perhaps we can at least get the collective bargaining agreement out of the way by having the Supervisor execute it. Please forward a fully executed original agreement to me.

Very Truly Yours,


THOMAS J. TROETTI

TJT/tbh

cc: William Scherf, President, North Castle Police Association