

AGREEMENT
BETWEEN
THE CITY OF BEACON
AND
THE PATROLMEN'S BENEVOLENT ASSOCIATION
OF BEACON, NEW YORK, INC.

January 1, 2022 to December 31, 2025

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AGREEMENT

THIS AGREEMENT, effective on January 1, 2022, by and between THE CITY OF BEACON, hereinafter referred to as the "CITY", and THE PATROLMEN'S BENEVOLENT ASSOCIATION OF BEACON, NEW YORK, INC., hereinafter referred to as the "ASSOCIATION".

WHEREAS, it is the intent and purpose of the parties hereto, by entering into this Agreement, to promote harmonious and cooperative relationships between the City of Beacon and its Employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government and to comply with the statutory requirements as set forth in the Public Employees' Fair Employment Act (Chapter 329, Laws of 1967), commonly referred to as the "Taylor Act".

WHEREAS, the Association affirms that it will abide by the provisions of Section 210 of the Public Employees' Fair Employment Act, pertaining to the prohibition of strikes and will not assert the rights to strike against the City or enter into any concerted stoppage of work or slowdown and that it will not cause, instigate, encourage or condone a strike or impose an obligation upon its Employees to conduct, assist or participate in a strike.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION AND CERTIFICATION

A. The City and Association agree that the City recognizes and certifies that the Association is the Employee organization for all Police Officers, Sergeants, Lieutenants and Detectives excluding Police Captains, the Chief of Police, Commissioners of Police, Special Officers and School

Crossing Guards for the purpose of negotiating collectively, in the determination and administration of grievances arising under the terms and conditions of employment.

B. The Association is hereby extended the following rights:

1. To represent the Employees of the bargaining unit in negotiations and in the settlement of grievances.

C. The City shall recognize the form of union security known as "agency shop". Any present or future Employee who is not a member of the Association and who does not make application for membership within thirty (30) days after commencement of employment, or in the case of present Employees, within thirty (30) days after the execution of this agreement, shall, as a condition of employment, have deducted from their weekly wages for payment to the Association by the City, an amount of money (to be called the "agency shop fee") equal to the regular Association weekly dues, as a contribution towards the administration of this agreement. The Association shall be solely responsible to account to such members for the receipt and disbursement of all funds collected pursuant to this paragraph, and shall indemnify and hold the City harmless from all loss and liability, including, without limitation all costs of defense on account of any claim asserted by any person relating to the collection, disbursement or purposes for which such funds may or shall be used.

ARTICLE II

WORK SCHEDULE

A. The work schedule for all Employees shall remain the same as presently exists, unless a change is made pursuant to mutual agreement between the parties, namely the City and the Association.

B. The Detectives work schedule shall be as follows: two (2) Detectives shall be assigned to Tour "B" and two (2) Detectives shall be assigned to Tour "C". The Detective rotation shall be

Monday through Friday, 8:00 a.m. to 4:00 p.m. for one (1) week followed by one (1) week of 3:00 p.m. to 11:00 p.m. Detectives shall not be permitted to utilize vacation for any week while on call. Only one (1) Detective per shift shall be permitted requested time off (vacation and/or compensatory time). The Parties agree that the scheduled hours for the supervisor of the Detective Bureau shall be set by the Chief with five (5) days' notice but shall be either 7 a.m. to 3 p.m., 8 a.m. to 4 p.m., or 9 a.m. to 5 p.m. (unless otherwise mutually agreed by the Parties).

C. Only two Lieutenants shall be utilized to cover a shift, when a Sergeant is absent from work because of sick leave, time owed, vacation or personal leave. The two Lieutenants may be utilized only during the day or evening shifts Monday through Friday, when those Lieutenants are already scheduled to work. As such, a Sergeant will not be required to be called in to cover those shifts on overtime. Lieutenants shall work five days on followed by two days off. One Lieutenant shall work Monday through Friday 7 a.m. to 3 p.m. One Lieutenant shall work Monday through Friday 3 p.m. to 11 p.m. The two Lieutenants will rotate each week between the day and evening shifts. The Lieutenants shall continue to be off on holidays. Under no circumstances will a Lieutenant count toward minimum manning, except as provided above.

D. Minimum staffing for Patrol Shifts, including the midnight shift, shall be one (1) Sergeant and three (3) Police Officers for all shifts.

E. It is recognized that some involuntary transfer of assignments and changes of individual work schedule may be unavoidable but should be held to a minimum. Notice of any such involuntary transfer of assignment or change in an individual work schedule shall be given to the individual Employee at least thirty (30) days in advance of said transfer of assignment or change of work schedule; however, immediate transfer of assignment and changes of individual work schedule may be made during any reasonable "State of Emergency" declared by the Mayor of the City.

F. Notwithstanding paragraph A above, for purposes of attending a formal training course or courses, the Chief may change the individual work schedule of the individual attending such training – to facilitate the individual to attend the training – with at least thirty (30) days of advance notice.

G. The work week (and corresponding payroll) shall begin on Sunday at 12:00 a.m.

H. Effective June 1, 2016, the City shall implement a steady midnight shift for Patrol Officers and Sergeants. The shift shall be four days on followed by two days off; then four days on followed by three days off. Patrol Officers and Sergeants who work the midnight shift shall be provided a wage differential of three and one-half percent (3½%). However, if a Patrol Officer or Sergeant is absent from their scheduled midnight shift, they shall not be entitled to the wage differential. Rather, the Patrol Officer or Sergeant who fills the shift shall be entitled to the wage differential. In addition, Detectives shall be paid a three and one-half percent (3½%) shift differential for all hours worked on the A line.

The midnight shift shall be staffed by a pool of not less than five (5) Police Officers and two (2) Sergeants, who shall rotate through a schedule of four days on followed by two days off (“4-2”) and four days on followed by three days off (“4-3”). The minimum staffing for the midnight shift shall be one (1) Sergeant and three (3) Police Officers. For Sergeants and three of those Police Officer positions, assignment to the midnight shift shall be determined by volunteers in order of seniority (Time in rank with BPD). Volunteers will be committed to a one-year assignment to the shift. The one-year assignments start on January 1st of each year. In the event that there are insufficient volunteers to staff the midnight shifts Employees will be assigned to the midnight shifts in the inverse order of seniority. In order to prevent the same Employees from being involuntarily assigned to the midnight shift, year after year, in subsequent years, there shall be a rotation of Employees assigned to the steady midnight shift based upon inverse order of seniority. Employees shall be assigned to the steady

midnight shift only after the initial training period, six months from academy graduation date or if an officer does not attend the police academy, six months from the date of hire.

Notwithstanding the above, the additional two positions shall also be staffed based upon the same seniority calculation. However, the Chief of Police shall retain the right to assign two Employees to the midnight shift. It is understood that the Chief of Police may not involuntarily assign any Employee who is one of the top 7 Employees of the unit based upon seniority, who maintain the rank of Police Officer.

In addition, during the annual bid, the Chief of Police may reassign an individual from the midnight shift whose performance or disciplinary record, supports such reassignment. In the event the Employee believes the reassignment is unwarranted, the Union may demand arbitration in order for an arbitrator to determine if the reassignment was justified. In this limited circumstance, the losing party will be responsible for the arbitrator's fee for such hearing.

I. The Chief of Police shall be permitted to move a new Employee of the Department, to various shifts, while the Employee is assigned to field training. A Employee who joins the Department immediately following graduation from the police academy, may be moved for a period not to exceed twelve weeks while assigned to field training. A Employee who joins the Department as a result of a resignation/reinstatement or a transfer, may be moved for a period not to exceed eight weeks while assigned to field training.

J. The City may utilize civilian dispatchers at the police desk. Civilian dispatchers may be hired, and work, on all shifts. The dispatchers shall not be permitted to be alone at the police station when prisoners are present in the station. The dispatchers shall have no impact on the number of Police Officers that are required to be on duty at any time and shall not count towards minimum staffing for Patrol shifts, as detailed in Section "D", above. The dispatchers shall have no impact on unit

Employees' requests for leave or on overtime distribution.

K. Main Street Patrol

The Chief of Police, in their sole discretion, may assign an Officer to a dedicated Main Street Patrol. The Officer assigned to a dedicated Main Street Patrol shall have the following schedule: Tuesday through Saturday, 8:00 a.m. to 4 p.m. The Officer assigned to the Main Street Patrol shall receive eight (8) hours of time owed at the beginning of each month. The Officer assigned to the Main Street Patrol shall be entitled to holidays off when such holidays fall on a regular scheduled work day.

Assignment to the dedicated Main Street Patrol shall be on a voluntary basis canvassed prior to the start of each calendar year. The Chief of Police shall have discretion to select the Main Street Patrol Officer from the volunteers. In the event there are no volunteers to staff the Main Street Patrol, Employees will be assigned to the Main Street Patrol in inverse order of seniority. In order to prevent the same Employees from being involuntarily assigned to the Main Street Patrol year after year, in subsequent years, there shall be rotation of Employees assigned to the Main Street Patrol based upon inverse order of seniority. Employees shall be assigned to the Main Street Patrol only after the initial training period, 6 months from academy graduation date or if an Officer does not attend the police academy, 6 months from date of hire.

The Main Street Patrol Officer will not count against minimum staffing for the patrol shift.

ARTICLE III

SENIORITY

A. The Police Department of the City of Beacon shall establish a list on the basis of seniority and said list shall be re-established effective January 1 of each year; said list to be posted at the Police Department and all substations for a period of not less than thirty (30) days, and shall be

mailed to the Secretary of the Association.

B. Any objections to the seniority list as established each year shall be made to the Chief within ten (10) days and shall be considered in accordance with the procedure provided herein for adjudication of grievances.

C. Seniority shall be computed in the following manner: Police Officers, from date of original appointment as a Employee of the Beacon Police Department, rank or assignment other than Police Officer; from date of appointment to rank or assignment other than Police Officer. For the purpose of longevity benefits due an Employee under the terms of the Agreement, length of service shall be computed from the Employee's original date of appointment, regardless of said Employee's rank or assignment.

D. Subject to the provisions herein, an Employee shall lose all seniority rights upon voluntary resignation or upon discharge for just cause. An Employee whose service is terminated for a period in excess of one (1) year and is thereafter reinstated or reappointed, shall have seniority computed from the date of reinstatement or reappointment.

E. Subject to the provisions herein, leave of absence without pay or suspension shall not constitute an interruption of continuous service.

ARTICLE IV

PROMOTIONS

A. Promotions shall be determined and regulated by Civil Service Law and Rules.

B. That each candidate for appointment or promotion is entitled to, and shall receive, actual notice of the appointment to be made at a time prior to the public announcement of designation of appointment or promotion.

ARTICLE V

GENERAL CONDITIONS

A. All working conditions, not specifically referred to in the within contract, shall remain the same as they presently exist, unless changed by the mutual agreements of the parties.

B. The parties agree to establish a Labor/Management Committee. Such committee shall be composed of three (3) Employees appointed by the City and three (3) Employees appointed by the Association.

The Committee shall meet at a time and place mutually agreeable to the committee Employees to discuss problems and matters that may arise of concern to the parties. In the event that the problem or matter to be discussed by the Committee is a grievable issue, the time limits in the grievance procedure contained in this Agreement shall, at the request of the aggrieved party (The City or the Association as the case may be) be extended until the Committee has had a reasonable time (30 days) to review and respond to the grievance.

C. The City shall maintain its facilities and equipment in a safe manner so as not to endanger the health, welfare, or safety of its Employees and citizens.

ARTICLE VI

NEW CLASSIFICATIONS

A. The City and the Association agree that in the event a new classification is established that the City and the Association will confer and negotiate classification rates and job description for such new classification.

ARTICLE VII

COMPENSATION

A. Effective the 1st day of January, in the year indicated, the following Officers of the Police Department shall receive the following annual salaries:

Police Officer:

	2021	2022	2023	2024	2025
Starting Salary	\$57,182	\$58,326	\$59,493	\$60,683	\$61,897
After 1 Year	\$62,154	\$63,397	\$64,665	\$65,958	\$67,277
After 2 Years	\$67,126	\$68,469	\$69,838	\$71,235	\$72,660
After 3 Years	\$72,099	\$73,721	\$75,380	\$77,076	\$78,810
After 4 Years	\$77,072	\$78,806	\$80,579	\$82,392	\$84,246
After 5 Years	\$82,043	\$84,094	\$86,196	\$88,351	\$90,560
After 6 Years	\$90,588	\$92,853	\$95,174	\$97,553	\$99,992

Detective:

	2021	2022	2023	2024	2025
Starting Salary	\$92,194	\$94,499	\$96,861	\$99,283	\$101,765
After 1 Year	\$95,137	\$97,515	\$99,953	\$102,452	\$105,013

Sergeant:

	2021	2022	2023	2024	2025
Starting Salary	\$98,430	\$100,891	\$103,413	\$105,998	\$108,648
After 1 Year	\$103,449	\$106,035	\$108,686	\$111,403	\$114,188

Detective Sergeant:

	2021	2022	2023	2024	2025
Starting Salary	\$102,902	\$105,475	\$108,112	\$111,085	\$114,140
After 1 Year	\$105,571	\$108,210	\$110,915	\$113,688	\$116,530

Lieutenant:

	2021	2022	2023	2024	2025
Starting Salary	\$104,099	\$107,222	\$110,439	\$113,752	\$117,165
After 1 Year	\$108,685	\$111,946	\$115,304	\$118,763	\$122,326

Above figures do not include longevity steps. Employees shall remain on each salary step for one (1) year and move to the next grade on their anniversary date from their date of hire.

B. Employees performing or assigned to a rank or assignment of the next higher pay classification for one (1) work day or more shall be paid at the rate of pay for such next higher classification for the time worked in such next higher classification. The terms of this subdivision D shall apply only to the Uniform Division. The City reserves the right to determine manpower.

C. Detectives, who are assigned to be "ON CALL" shall be paid three-hundred dollars (\$300.00) per week. In the event a Detective assigned to be "on call" is called in to work and fails to show up, such Detective forfeits the full amount of the weekly on-call pay for that week and may be subject to discipline. Effective January 1, 2015, and every January 1st thereafter, an on-call rotation shall be established for the calendar year. The most senior Detective (time in bureau) shall pick which slot they will follow for the year. The next senior Detective will do likewise, and so on.

D. Employees shall be paid their annualized salary in 52 paychecks.

E. Second Language – Employees who are able to speak Spanish fluently, which shall be verified by the Chief of Police, shall receive an additional one-thousand dollars (\$1,000.00) per year to be paid in a single lump sum check in the last pay period of each calendar year. If such Employee resigns and/or retires prior to the end of the calendar year, such stipend shall be paid upon separation in a prorated amount based upon the number of full calendar months worked in the year of resignation or retirement.

F. Field Training Officers ("FTO") shall receive an FTO Stipend of forty dollars (\$40.00) per shift when they are engaged in conducting such training.

ARTICLE VIII

LONGEVITY

A. Employees shall be entitled to annual longevity payments based on the following schedule:

Seven (7) years of service	\$ 500.00
Ten (10) years of service	\$1,000.00
Fifteen (15) years of service	\$1,500.00
Seventeen (17) years of service	\$2,000.00 plus 1.92% of the Officer's rank rate of pay.

ARTICLE IX

VACATIONS

A. Every Employee of the Police Department shall be entitled to ten (10) work days' vacation after having served in the Department for one (1) year.

B. Every Employee of the Police Department shall be entitled to fifteen (15) work days' vacation after having served in the Department for four (4) years.

C. Every Employee of the Police Department shall be entitled to twenty (20) work days' vacation after having served in the Department for seven (7) years.

D. Every Employee of the Police Department shall be entitled to twenty-two (22) work days' vacation after having served in the Department for ten (10) years.

E. Every Employee of the Police Department shall be entitled to twenty-five (25) work days' vacation after having served in the Department for twelve (12) years.

F. Vacations shall be established for the calendar year beginning January 1st of each year. The schedule shall consist of three (3) available vacation spots for each week of the year. The Officers shall sign in the following order by rank and seniority in rank: Sergeants, Police Officers; the senior

Sergeant being the first to sign and the junior Police Officer, the last. The Officers shall have the option of signing anywhere on the schedule that is available, so long as no three (3) Officers from the same shift are on vacation at the same time. Officers will have three (3) working days to sign the schedule after the Officer ahead of them has signed. If that Officer does not sign in the allotted time, the Officer will drop to the last signing option. The Detective Bureau shall be responsible for establishing and maintaining their own vacation schedule on or before January 15th of each year, and selection shall be based upon individual's choice pursuant to seniority in grade. Seniority shall be the determining factor as to preference when duplicate requests are received.

G. All vacations shall be taken in the calendar year during which the Employee becomes entitled thereto, except that an Employee may, with the approval of the Chief of Police, accumulate a work week of vacation to be used by them, but such vacation leave thus accumulated must be used in the next succeeding year. Any Employee failing to use such accumulated vacation at the time and in the manner described herein shall be deemed to have forfeited the same.

H. Employees who are sick or injured prior to or during their vacation may, if such sickness or injury is verified by hospitalization or verified by a physician cancel vacation and use accumulated sick leave.

I. Employees, at their sole option, may elect to use a maximum of five (5) working days of their annual vacation one (1) day at a time. Employees with at least seven (7) years' experience in the Beacon Police Department may elect to use a maximum of ten (10) working days of their annual vacation one (1) day at a time. Taking a said one (1) day vacation time shall be subject to the following provisions.

1) Notice by the Employee to the Chief of Police at the time the Employee selects vacation of the Employee's desire to exercise the option.

2) Notice by the Employee to the Chief of Police, not less than forty-eight (48) hours prior to the day to be taken as a vacation day.

3) Individual vacation days may be denied by the Chief of Police if two (2) other Employees are off duty due to REQUESTED TIME OFF. Once an individual vacation day is approved by the Chief of Police, such approval may not be rescinded.

J. On January 1 of an Employee's retirement year, the Employee shall receive the full amount of vacation days they are entitled to receive regardless of when the Employee retires during their final year. Such Employee will also receive a pro-rata amount of their annual vacation based upon the amount of time they worked in their final calendar year of employment (e.g., an Employee who works through June 30 or one-half of their final year will receive one-half their annual vacation allotment, plus the full annual amount of their annual vacation allotment).

K. Employees who resign or separate for any other reason other than retirement, will receive their full amount of annual vacation days on January 1 of their final year. However, this amount will be subject to a pro-rata reduction based upon the amount of time they worked from January 1 to their resignation date. (e.g. an Employee who works through June 30 works one-half of the year. Hence, that Employee would have to return one-half of their annual vacation days back to the City).

ARTICLE X

HOLIDAYS

A. Any Employee of the Department who shall be required to be on active duty or shall be off duty for any other authorized reason on any of the following holidays shall be entitled to receive time off to compensate for such herein described period or, at the individual's discretion, to be entitled to salary compensation, subject to the Chief's approval as to the time. Such holidays shall be:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Decoration Day
Fourth of July
Martin Luther King Day

Labor Day
Columbus Day
Easter Sunday
Veteran's Day
Thanksgiving Day
Christmas

B. Employees who work on New Year's Day, Easter Sunday, Thanksgiving Day and/or Christmas Day shall be paid at time and one-half ($1\frac{1}{2}$) their normal rate of pay for working on those designated paid holidays except that Employees working overtime on those four (4) designated paid holidays shall receive two (2) times their normal rate of pay for overtime worked those four (4) designated paid holidays.

C. Any day designated a holiday by the President of the United States, Governor of the State of New York, or Mayor of the City of Beacon and on which seventy-five (75%) percent of other City Employees shall have off, shall be deemed a holiday for the department. If any of the holidays fall on Sunday, then the following day shall be observed as the holiday.

D. If compensation be the choice, compensation is to be based on the amount of one-fifth ($1/5$) of each Employee's weekly salary.

E. All those who have indicated their desire to do so to the Chief prior to December 31st of a particular year, may receive compensation for holidays in a lump sum payment to be made during the month of December, but prior to the 25th day, in the next succeeding year.

F. Holiday leave must be granted and used within thirty (30) days after accrual. If holiday leave is not granted or used within the thirty (30) day period, compensation will be deemed to be the choice and, pursuant to paragraph 2 herein, will be added to the Employee's first payroll check following expiration of the thirty (30) day period herein specified. The Employee, at the Employee's option, may request compensation prior to the expiration of the thirty (30) day period.

G. In addition to any other holiday benefit due in this Agreement, the Employees shall be entitled to compensatory time off on their birthday. Employees who are normally scheduled to be off-duty on their birthday shall be entitled to a compensatory day off which must be taken within the calendar year.

ARTICLE XI

PERSONAL LEAVE

A. Each Employee of the Police Department shall be entitled to five (5) days of leave with full pay during each calendar year for the purpose of transacting or attending to personal or legal business, household or family matters which require absence during working hours. Except in emergencies, an Employee of the Police Department taking leave hereunder shall give the immediate superior written notice of intention to take this leave at least twenty-four (24) hours in advance of the day proposed to be absent. The Employees of the Police Department need not specify the exact reason for taking leave, and approval by the immediate superior is not required; however, approval must be obtained from the Chief of Police, it being understood such approval is not to be unreasonably withheld. Personal leave shall not be charged against accumulated vacation leave or other time credits.

1) Employees shall be limited to three (3) of the five (5) personal leave days which may be taken on a weekend and/or the holidays designated by Article X, B of this Agreement.

B. Unused personal leave, not used by December 31, shall be paid in cash, at the rate in effect for the Employee on December 31, in January the following year of entitlement by separate check.

C. Employees who take emergency personal leave on a designated paid holiday (Article X, B) may be requested by the Chief of Police to give a substantial reason for taking such emergency

personal leave. Substantial reason shall be defined as an unforeseen event.

D. Employees shall be limited to three (3) emergency personal leave days per year, except that in certain circumstances, the Chief of Police, or their designee, may approve the use of additional emergency personal leave days.

E. Personal Leave time for new hirelings during their first (1) year of employment, shall be pro-rated, based on the City's fiscal year according to the following schedule. If hired from:

January 1st through March 31st, will be entitled to five (5) personal leave days;

April 1st through June 30th, will be entitled to four (4) personal leave days;

July 1st through September 30th, will be entitled to three (3) personal leave days;

October 1st through December 1st, will be entitled to two (2) personal leave days;

December 1st through December 31st, will be entitled to one (1) personal leave day.

Beginning on January 1st of the following calendar year, the Employee will be entitled to the full five (5) personal leave days.

F. For Employees hired on or before September 19, 2014:

1) The hourly rate for longevity shall be included in annual holiday leave payments that Employees receive in December of each year.

2) Upon retirement or resignation, Employees who are entitled to longevity payments shall have their longevity pay included, in their vacation, holiday, personal leave payouts, if any, as well as sick leave payouts, which are subject to a maximum of one hundred eighty (180) days.

G. For Employees hired on or after September 20, 2014:

1) Such Employee shall receive their annual longevity payment in a lump sum at the same time they receive their holiday pay.

2) Such Employees shall receive longevity pay in all overtime payments.

However, longevity pay will not be added to any other compensation items.

3) Such Employees who resign or retire or separate for any other reason prior to the December lump sum longevity payment, will receive a pro-rata longevity payment at the time of resignation, retirement or separation based on the pro-rata amount of time served between their anniversary date and their date of resignation.

ARTICLE XII

BEREAVEMENT LEAVE

A. During the term of this Agreement, any Employee of the Department shall be entitled to take five (5) consecutive bereavement days, with pay, and without charge or deduction from accumulated vacation leave or other time credits upon death in the immediate family.

B. An Employee may, on approval of the Chief of Police, for cause, elect to split bereavement leave but in no event shall the Employee receive more than five (5) work days bereavement leave. The refusal of the Chief of Police to allow an Employee to split bereavement leave shall not be arbitrary or unreasonable.

C. Immediate family shall be defined and limited to the following:

- | | |
|----------------|--|
| a. Grandparent | g. Sister |
| b. Parent | h. Mother-in-Law |
| c. Husband | i. Father-in-Law |
| d. Wife | j. Brother-in-Law |
| e. Child | k. Sister-in-Law |
| f. Brother | l. Any other relative who permanently resides with the Employee. |

D. Employees shall be entitled to two (2) consecutive bereavement leave days, with pay and without charge or deduction from accumulated vacation leave or other time credits, upon the death of an aunt, uncle, niece or nephew.

ARTICLE XIII

SICK LEAVE

A. All Employees of the Department shall earn sick leave credits at the rate of one-quarter (1/4) day per pay period (maximum of 13 per year) of service and such Employee may accumulate all sick leave credits.

B. There shall be no maximum accumulation of sick leave. Upon retirement, the Employee shall be entitled to cash payment at one hundred (100%) percent of their rate of pay, including longevity where applicable, for all unused accumulated sick leave up to a maximum of one hundred eighty (180) days.

C. By January 15 of each calendar year, the Chief of Police shall cause a written statement to be submitted to each Employee of the Department, specifying the number of sick leave days used during the previous calendar year and the number of accumulated days of sick leave accruing to the credit of such Employee of the Department as of the last day of the previous calendar year.

D. Any Employee taking sick leave immediately before or after a vacation period or holiday, or in excess of three (3) successive dates, must, before returning to work, provide the Employer with an affidavit from a licensed physician containing the dates of illness and the nature of the illness. The Chief of Police, at their discretion, may waive said affidavit where they have ascertained the validity of the illness.

E. Abuse of sick leave may be cause for disciplinary action.

F. Employees who call in sick on the designated holidays set forth in Article X, B of this Agreement may be directed by the Chief of Police to produce a physician's certificate or other reasonable documentation as proof of illness or injury. In the event that the Employee fails to produce

such documentation as directed such Employee shall suffer the loss of eligibility of taking one personal leave day on a weekend or the four (4) holidays stated in Article X, B (the Employee shall not lose the personal leave day but the eligibility). In the event none of the Employee's personal leave days on a weekend exist and paid holidays have been used for the year, it shall be deducted from eligibility the next year.

G. Any Employee using four (4) or five (5) sick days during the course of the year shall receive the sum of five hundred dollars (\$500.00). Any Employee using one (1), or two (2) or three (3) sick days during the course of the year shall receive the sum of seven hundred and fifty dollars (\$750.00). Any Employee using zero (0) sick days during the course of the year shall receive the sum of one thousand dollars (\$1,000.00). Such sum shall be payable the third pay period of January of the following calendar year by separate check.

H. An Employee utilizing sick leave shall be confined to their residence during their scheduled shift. However, such individual shall be permitted to leave their residence with prior authorization of the Chief of Police in the following circumstances:

- To obtain medical treatment and/or obtain medical prescriptions; or
- To attend religious services; or
- The individual's absence from their residence has otherwise been approved by the Chief of Police.

ARTICLE XIV

INJURY LEAVE

A. All Employees of the Department shall be entitled to Injury Leave as enumerated in Section 207-c of the New York State General Municipal Law.

ARTICLE XV

ASSOCIATION LEAVE TIME

A. The City recognizes the right of the Employees of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit Employees during working hours. Such Association representation shall also be permitted to appear at public hearings or boards of inquiry upon the request of Employees.

B. The Officers and designated representatives of the Association shall have the right to visit the Employer's facilities by appointment for the purpose of adjusting and administering the terms and conditions of this Agreement.

C. The Officers and designated representatives duly elected and duly operating pursuant to the terms of the within Agreement shall be permitted time free from their regular duties to fulfill their Association obligations, with pay, and without charge or deduction from accumulated vacation leave or other time credits.

D. The Officers and designated representatives of the Association who are designated to represent the Association shall have the right to attend meetings of the police associations to which the Association belongs, in pursuance of the obligations as Officers or Delegates of the bargaining unit herein, with pay, and without charge or deduction from accumulated vacation leave or other time credits. Two (2) Association Officers or designated representatives shall be allowed to attend any conventions, provided however, that in no event shall more than twenty (20) total working days with pay be used for this purpose.

ARTICLE XVI

HOSPITALIZATION AND WELFARE FUND

A. The parties agree, that effective July 1, 2013, or as soon as possible thereafter, the City shall replace the current New York State Empire Plan, Core Plus medical and psychiatric enhancements (“NYSHIP”), and MVP with the Empire Blue Cross Blue Shield (the “Empire BCBS”) plans, with Employees choosing either the PPO copay plan or the High Deductible medical plan (“HDHP For Employees hired prior to January 1, 1993, their spouse and children to age 19, the City shall pay 100% of the costs of the current health insurance plan, except as modified herein. Employees hired after January 1, 1993, shall pay 20% of the health insurance premium (either family or individual). The City shall offer the NYSHIP plan in effect to all Employees provided, however, that the monetary difference in the total premiums between the lowest premium being paid by the City for any Empire BCBS plans and the premium cost of the NYSHIP plan (not just the Employee’s percentage) shall be borne solely by the Employee selecting the NYSHIP plan (e.g. Empire BCBS premium = \$1,000/mo.; NYSHIP premium = \$1,500/mo.; total cost to Employee is 20% of \$1,000/mo. plus \$500/mo.). In the event the total annual cost of premiums for the two (2) Empire BCBS options exceed the cost of the premiums for the then existing NYSHIP plans based on a three-year rolling average (the current year plus the 2 previous years) the City reserves the right to switch back to NYSHIP in order to save premium costs for the City and the Employees provided, however, that the NYSHIP plan then in effect is substantially equivalent to the Empire BCBS plan. The City shall provide the Union with forty-five (45) days’ notice prior to making any switch. In the event the Union objects to such switch, the parties agree that the dispute shall be brought to expedited arbitration, i.e. before whichever one of the three arbitrators listed in the CBA who has

the earliest available date for arbitration, who shall then make the determination whether or not the plans are substantially equivalent.

B. The City shall fund a Health Reimbursement Account (“HRA”) for all participants of the Empire BCBS HDHP medical plan. The City shall contribute fifty percent (50%) of the yearly maximum in-network deductible to the HRA and allow for balance rollovers as long as the participant remains in the HDHP medical plan. The fifty percent (50%) contribution to the HRA will be made for each of the 1st three (3) years of an Employee’s participation in the HDHP medical plan. In year four (4) and thereafter the City will contribute to the HRA either fifty percent (50%) of the maximum yearly in-network deductible or the amount needed to replenish the HRA to one hundred fifty percent (150%) of the maximum in-network deductible, whichever is less. The HRA will be forfeited in the event of either the Employee’s employment is terminated or if the Employee is no longer enrolled in the City sponsored HDHP medical plan.

C. In the alternative equivalent contribution shall be made for Employees of the Department maintaining personal G.H.I. coverage available in New York State and its political subdivisions.

D. Members of the Association shall be covered by the City’s Dental Plan, at no cost to the Employees.

E. The City shall offer Employees a twenty-five-hundred-dollar (\$2,500.00) lump-sum buy out for those Employees who are covered by health insurance from another source and who elect not to receive City provided health insurance. In order to be eligible for the health insurance buy out, the Employee must elect not to receive the City’s health insurance for the entire calendar year. Payment shall be made in December of the year in which the Employee did not receive the health

insurance. Once an Employee elects not to receive health insurance, such election must be for a full calendar year, unless the Employee is no longer covered by health insurance from another source. In such case, the Employee shall receive a pro-rated buy out.

F. A Health Insurance Benefit Committee shall be created to explore alternative health insurance plans. Such Health Insurance Benefit Committee shall be comprised of 1 member from each union in the City and 2 members from the City.

G. If an Employee dies (either prior to or after retirement), the Employee's spouse and/or dependent children shall be eligible to continue to receive the Employee's health care benefits. Such benefits shall be provided at the same terms as if the Employee was still alive – i.e., the spouse and/or dependents would be responsible for the same percentage of the monthly premium as was in effect at the time of the Employee's death.

1) The spouse shall be eligible for such coverage until such time as said spouse remarries. If the spouse does not remarry, said spouse shall remain eligible until the spouse's death.

2) Child/Dependent coverage – the Child/Dependent of the Employee shall be eligible for coverage until the age of 26 or when such Child/Dependent becomes covered by another plan.

ARTICLE XVII

RETIREMENT

A. All Employees of the Police Department shall have the option of a twenty (20) year or twenty-five (25) year retirement plan.

B. Retirement Plan "A" - All Employees of the Department who so elect to do so may

retire at the end of twenty (20) years of service at one-half ($\frac{1}{2}$) pay as stated in section 384-d of the Laws that pertain to the New York State Policemen's and Firemen's Retirement System. This retirement plan is offered to the Employee at no cost to the Employee.

C. Retirement Plan "B" - All Employees of the Department who so elect to do so may retire at the end of twenty-five (25) years pursuant to the twenty-five (25) year retirement plan, pursuant to legislation adopted by the City Council of the City of Beacon and filed with the State of New York, wherein the retiring Employee may also be granted the option of receiving an additional 1/60th pension for each year of service over the twenty-fifty (25th) year of service.

D. In addition, all Employees of the Department are eligible for the final average plan effective May 19, 1970, and any additional retirement plan the City Council may approve. The final average salary plan has been passed and filed with the State of New York prior to September 1, 1970.

E. In addition, upon retirement, non-Medicare eligible retirees will have the option of staying in the plan they were in during active service for the City, or switching to a different plan then being offered by the City. Employees who receive health insurance, which premium is fully paid by the City at the time of retirement, will continue to receive health insurance, which premium is fully paid by the City after retirement. Employees who contribute towards their health insurance premium at the time of retirement shall continue to contribute towards their health insurance premium at the same rate and under the same terms after retirement. However, in the event an Employee who does or does not contribute towards their health insurance plan elects to enter a NYSHIP retirement plan, the Employee will be responsible to pay the difference in the total premiums between the lowest premium being paid for the Empire BCBS plans and the premium cost of the NYSHIP plan (not just the Employee's percentage, e.g. Empire BCBS premium = \$1,000/mo.; NYSHIP premium = \$1,500/mo.; total cost to Employee is 20% of \$1,000/mo. plus \$500/mo.). All Employees hired after April 15, 2013

who are Medicare eligible for any reason shall enroll in the Medicare Advantage Plan then in effect. All other Employees who retire (or who are currently retired) and who are eligible shall be entitled to enroll in the Medicare Advantage Plan at their option and shall receive an unrestricted HRA payment of \$900/yr. for qualified medical, dental and/or vision expenses.

F. Subject to the limitations of the terms of the collective bargaining agreement, an Employee shall have the option of utilizing a portion of or all of the value of accruals available at the time of retirement to be used to pay for the retiree's health insurance premium cost. In the event that the retiree dies, any remaining accruals shall be paid to their estate.

ARTICLE XVIII

CLOTHING ALLOWANCE

A. Each Employee of the Department shall receive the sum of seven hundred dollars (\$700.00) a year as clothing allowance, one-half ($\frac{1}{2}$) of said sum payable with the first pay period, following January 1 of each calendar year, and one-half ($\frac{1}{2}$) payable with the first pay period following July 1 of each year. Employees of the Department who receive a promotion to Sergeant or Lieutenant, or assignment/promotion to Detective, Detective Sergeant, shall receive a one (1) time additional payment of two hundred and fifty dollars (\$250.00) in the year of such promotion. However, if a Employee of the Department should tear or damage a uniform while in the line of duty, the Employer may, notwithstanding the amounts stated, replace the damaged item at no cost to the Employee.

B. Clothing allowance shall be paid by separate check at the times specified herein.

C. New Employees of the Police Department will receive the first portion of their clothing allowance at the same time as their first paycheck. Any additional allowance will follow the schedule set forth in Section A.

ARTICLE XIX

OVERTIME

A. Employees shall be entitled to receive overtime payment for all time worked in excess of the Employee's normally scheduled work day and/or work period of seven (7) days.

B. Normal overtime payment shall be one and one-half (1½) times the Employee's normal rate of pay except on those holidays stated in Article X, B of this Agreement or as defined in "D" below.

C. Employees who are required to perform and/or attend departmental business during said Employees' normally scheduled off-duty time shall be compensated for a minimum of three (3) hours pay for any time up to three (3) hours; over three (3) hours, the Employee shall be entitled to payment for the length of time required to perform and /or attend departmental business. Employees who are required to attend court in their official capacity during said Employee's normally scheduled off-duty time shall be compensated for a minimum of two (2) hours pay for any time up to two (2) hours; over two (2) hours, the Employee shall be entitled to payment for the length of time required to attend court. The minimum two (2) or three (3) hour call-in pay, as applicable, shall not apply when an Employee works contiguous to the Employee's shift.

D. Prior to ordering a Employee to work overtime, the desk officer shall make every reasonable effort to canvas all off-duty and on-duty officers before ordering overtime to an officer who is on the shift about to go off-duty. Any Employee who is ordered held over to work overtime beyond their eight-hour shift shall be paid two times the normal rate of pay for overtime work. If an off-duty officer is ordered in for anything other than a normal tour of duty, they will receive time and one-half for the overtime worked.

E. For scheduled overtime: The scheduling Lieutenant (or designated Sergeant when the Lieutenant is away) will fill the overtime based on seniority in grade by contacting each eligible Officer. An Officer is only allowed three (3) shifts of scheduled overtime a week (week being Sunday through Saturday). After an officer has been assigned three shifts, they cannot be asked again until all officers in their grade have been canvassed. After all Officers in that grade have been canvassed, then the officers who have received three shifts for that week will be re-canvassed before moving onto the next rank/grade. An Officer will be forced only after the entire department has been canvassed.

F. Employees may elect to receive compensatory time off, subject to the maximum accumulation of forty (40) hours of compensatory time. Said compensatory time earned at the same rate as cash payment. Members who have accumulated compensatory time may use the time to take compensatory time off. Taking a Compensatory time day off shall be subject to the following provisions:

- 1) Employees may accumulate a total of forty hours (40) of compensatory time.
- 2) Notice of the Employee to the Chief of Police, not less than Forty-eight (48) hours prior to the day to be taken as a compensatory day off.
- 3) A compensatory day off may be denied by the Chief of Police if one (1) other Employee of the unit on the same shift is off-duty, due to a compensatory day. A compensatory day off will still be granted if a Employee of the unit is on a vacation day or personal day. Once a compensatory day is approved by the Chief of Police, such approval may not be rescinded.

ARTICLE XX

DISABILITY INSURANCE

A. The City shall provide New York State Disability coverage for all Employees.

ARTICLE XXI

FUNERAL EXPENSE

A. The City shall participate in defraying all normal costs of the funeral of an Employee who is killed or dies in the line of duty.

ARTICLE XXII

TRAINING

A. If the City provides training for Employees during said Employees' normally scheduled off-duty time, such training shall be for at least four (4) hours duration. The four (4) hour minimum training shall not apply when such training is provided to Employees contiguous to the Employees' shift. B. The City shall provide, at no cost to the Employee, ammunition and any required training aids for training.

C. Employees who attend training on off-duty time shall be compensated at their normal rate of pay for the first eight (8) hours of training in any fiscal year. Training over eight (8) hours on an Employees off duty time in any fiscal year shall be paid at the rate of time and one half (1 ½) the members' normal rate of pay. This subdivision shall be applied subject to the provisions of the Fair Labor Standards Act.

ARTICLE XXIII

DISCIPLINARY ACTION

A. Disciplinary action shall follow within the provisions of Article V, Title B of the New York State Civil Service Law.

B. Every Employee of the City of Beacon Police Department shall have the right to the assistance and representation of the Association and/or their attorney at any disciplinary action.

C. The authority to suspend an Employee of the Department shall be exercised by the Mayor, Chief of Police or Acting Chief of Police of the Police Department. Other and subordinate officers shall have the authority to relieve a Employee of the Department from duty for a period not to exceed twenty-four (24) hours.

D. Suspensions shall be with full pay until such time as a final adjudication is made. However, the City may suspend an Employee without pay for thirty (30) days, pending resolution of disciplinary charges, where such Employee is criminally charged. During such suspension without pay, the Employee may use accruals on the books, if they have any.

ARTICLE XXIV

GRIEVANCE PROCEDURE

A. The parties hereto recognize that the establishment and maintenance of harmonious and cooperative relationship between the City and its Police Department is essential to public safety and welfare. It is, therefore, the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of Employees of the Police Department through a procedure under which the grievance may be presented free from coercion, interference, restraint, discrimination or reprisal, and by which the City and the Association are afforded adequate opportunity to settle their differences.

B. The procedure herein set forth shall apply to individual Employees or a group thereof, to the association and shall cover and include any claimed violation, misinterpretation or inequitable application of existing laws, rules, procedures, regulations or work rules established by the State of New York, the City of Beacon, this Agreement, or Rules and Regulations established by the administrators of the City of Beacon or Chief of Police, and any Employee or group thereof shall be

entitled to the assistance and representation of the Association and/or counsel at any and all proceedings.

1) The Association shall appoint and designate a Grievance Committee of three (3) Employees and shall file notice thereof with the Chief of the Department and the Mayor, on or before the 15th day of January of each calendar year. The said Grievance Committee shall have the authority to appear with and for any aggrieved Employees and may provide for representation or counsel for any such party or parties.

2) Any and all writings required hereby shall set forth the name and position of the aggrieved party or parties, the date, time, place, parties and a general statement of the nature of the grievance, identification of the provisions of law, this Agreement, policies or rules involved in the said grievance, and the remedy sought on behalf of the aggrieved party or parties.

3) Any and all hearings required hereby shall be transcribed and the aggrieved party or parties shall be furnished with a copy of the minutes thereof.

4) Any and all decisions required hereby shall be rendered in writing, except that provided by Paragraph 2 hereof.

5) Any and all documents, communications and records dealing with any processing of a grievance shall be filed separately from the personnel files of the party or parties involved.

6) Any and all time requirements hereby set forth shall be strictly adhered to, but may be extended upon agreement by both parties.

C. The substance of the grievance shall initially be orally presented, either directly or through a representative, to the immediate supervisor with the object of resolving the matter informally. The supervisor shall confer with all parties in interest and shall render a decision thereon within twenty-

four (24) hours.

D. In the event the party or parties aggrieved are not satisfied with the decision of the immediate supervisor and wish to proceed further, the party or parties shall submit the grievance to the Association Grievance Committee, herein provided, for its review. If the Grievance Committee determines the party or parties have a meritorious grievance, it shall then file a written appeal of the decision of the immediate supervisor with the Chief of the Department, within forty-five (45) days from the occurrence giving rise to the grievance. Within seven (7) working days following the submission of the appeal, the Chief of the Department or their duly authorized representative shall hold a meeting with the party or parties and the Grievance Committee, their representative or representatives, and all other parties in interest. The Chief of the Department, or other duly authorized hearing officer, shall render a decision in writing to the Grievance Committee within seven (7) working days after the conclusion of the hearing.

E. In the event the party or parties aggrieved, by and through the Grievance Committee, are not satisfied with the decision of the Chief of the department or their duly authorized representative, as rendered, it shall file a written appeal of the said decision with the Mayor or the Mayor's designee within five (5) days thereof. The Mayor or the Mayor's designee shall, within seven (7) working days of the receipt of such appeal, hold a meeting upon the grievance and render a decision in writing to the Grievance Committee within seven (7) working days after the conclusion of the hearing.

F. In the event the party or parties aggrieved, by and through the Grievance Committee, are not satisfied with the decision of the Mayor or the Mayor's designee the said grievance shall be submitted to arbitration by written notice to the Mayor or the Mayor's designee within fourteen (14) working days of the receipt of the decision rendered by the Mayor.

G. Within five (5) days following such notice, the City and the Association shall select an

arbitrator, on a rotating basis from the following list of arbitrators: Dennis Campagna, Howard Edelman and Jeffrey Selchick, to hear and determine the issue or issues of said grievance.

H. The selected arbitrator shall fully hear the issue or issues promptly upon such terms and conditions as they shall designate, and shall issue their decision thereon, in writing, not later than thirty (30) days following the conclusion of such hearing or date of final submission to them.

I. The decision of the arbitrator or arbitrators shall be accepted as final by the parties to the dispute and both shall abide by it, except as may otherwise be provided in Article 75 of the Civil Practice Laws and Rules of the State of New York.

J. The costs for the services of the arbitrators, including expenses, if any, or other expenses including transcription shall be borne equally by both parties.

ARTICLE XXV

TERMINATION

A. It is understood and agreed that no agreement, alteration, understanding, variation, waiver or modification of any terms or conditions herein shall be made by an Employee of the said Police Department of the City of Beacon with the City, and in no case shall it be binding upon the parties hereto, unless made and executed in writing between the parties who are the principals in this Contract, namely, the City and the Association.

B. The provisions of this Agreement shall remain in effect for a period of four (4) years from the first day of January 2022, to the 31st day of December 2025.

C. This Agreement shall remain in full force and effect until the execution of a new Agreement.

ARTICLE XXVI

PREVIOUS PRACTICE CLAUSE

A. Nothing contained in the Agreement shall prevent the City from taking action deemed to be in the best interest of the City as a result of any unforeseen financial occurrence or budgetary restraints as deemed necessary by the City Council of the City of Beacon to insure economic survival. The City shall be the sole party making such determinations and its determination shall be final. (It is understood between the parties that the Association may initiate proceedings through whatever administrative process is available to them to determine the legality of this clause).

B. Notwithstanding any provisions contained in this Agreement, nothing herein shall be deemed to limit, restrict, or remove any benefit, right or other thing which each Police Officer of the City of Beacon may now have or be entitled to, or may hereafter be entitled to, pursuant to the City Council adopted rules, regulations or other formal Departmental directions heretofore established; nor shall it be in derogation of any right or remedy which any Employee may now be entitled to, or may hereafter be entitled to pursuant to any rules, regulations or directive heretofore established.

It is further understood and agreed that all changes in the City of Beacon Police Rules and Regulations shall be voted on pursuant to law by the City Council.

It is further agreed that the President of the Association shall receive a copy of the proposed changes in the Rules and Regulations thirty (30) days prior to said change.

ARTICLE XXVII

SAVINGS CLAUSE

A. Should any part hereof or any provision herein contained be rendered or declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree

of a court of competent jurisdiction, or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining parts or portions shall remain in full force and effect. It is further provided that upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or unfair labor practice.

ARTICLE XXVIII

MANAGEMENT RIGHTS

It is recognized that the management of the Department, the Control of its properties, and the maintenance of order and the efficiency are solely the responsibility of the City. Accordingly, the City retains all rights, except as they may be specifically modified in this agreement, including, but not limited to the selection and direction of the work force, to hire, suspend or discharge for cause, to make reasonable and binding rules which, shall not be inconsistent with this agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked, to relieve Employees from duty because of neglect of work or for other legitimate reasons, to decide on the location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection procurement, designing, engineering, and the control of equipment and materials; and to purchase services of others, by contract or otherwise not specifically limited in this agreement and to make reasonable and binding rules, which shall not be inconsistent with this agreement.

ARTICLE XXIX

DRUG AND ALCOHOL TESTING POLICY

SEE ATTACHED APPENDIX A.

ARTICLE XXX

LEGISLATIVE CLAUSE

A. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

THE CITY OF BEACON

DATE: January 4, 2022

BY: Christopher White

Christopher White, City Administrator

**PATROLMEN'S BENEVOLENT ASSOCIATION
OF BEACON, NEW YORK, INC.**

DATE: January 4th, 2022

BY: Alfdecrin Vargas **PBA PRESIDENT**

Alfdecrin Vargas, President

APPENDIX A

CITY OF BEACON

Drug and Alcohol Testing Procedure

SECTION 1 -- PURPOSE

The purpose of the Drug and Alcohol Policy and Testing Procedure is to ensure:

A. A work environment where not only the citizens of the City of Beacon, but the City of Beacon Police Department personnel, are free from the risk of personnel who may be under the influence of alcohol while on duty or may be using illegal drugs;

B. The capability of all City of Beacon Police Department personnel to perform their assigned duties at all times without being under the influence of alcohol or drugs;

C. That Employees of the City of Beacon Police Department share in the responsibility and understanding that when Employees of this Department, who may be or are under the influence of alcohol when reporting to duty or on duty, or using illegal drugs at any time, they are a detriment to themselves, other Employees of this Department and to the citizens we are sworn to protect. It is the obligation of all Employees to insure the safety of all concerned by reporting such conduct;

D. That Police Department personnel are cognizant of the ramifications of being under the influence of alcohol when reporting for duty or while on duty, and the use of illegal drugs at any time.

SECTION 2 – DEFINITIONS

- A. Covered Employees: All sworn officers of the City of Beacon Police Department.
- B. Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of the substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with their medical history and any other biomedical information.
- C. Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.
- D. Designated Employer Representative (DER): An employer or individual(s) identified by the employer as able to receive communications and test results directly from medical review officers, BATs, screening test technicians, collectors, and substance abuse professionals, and who is authorized to take immediate actions to remove Employees from safety-sensitive duties and to make required decisions in the testing and evaluation processes.
- E. Adulterated Specimen: A urine specimen into which the Employee has introduced a foreign substance.
- F. Dilute Specimen: A urine specimen whose creatinine and specific gravity values are diminished by the Employee through the introduction of fluid (usually water) into the specimen

either directly or through excessive consumption of fluids.

G. Substituted Specimen: A specimen that has been submitted by the Employee in place of their own urine.

H. Blood Alcohol Concentration (BAC): The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

I. Evidential Breath Testing Device (EBT): An EBT approved by the National Highway Traffic Safety Administration (NHTA) for the evidential testing of breath and placed on NHTA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).

J. Breath Alcohol Technician (BAT): An individual who instructs and assists individuals in the Alcohol testing process and operates an EBT.

K. Substance Abuse and Mental Health Services (SAMHS): Formerly National Institute of Drug Abuse.

L. Department of Health and Human Services (DHHS):

SECTION 3 -- PROHIBITIONS

A. Alcohol Prohibitions

Employees must not:

- Report for duty or remain on duty while having a Blood Alcohol Concentration (BAC) of 0.02% or higher;
- Possess alcohol while on duty, use, or be under the influence of alcohol;
- Refuse to submit to a required alcohol test;
- Refuse to submit to any test administered for the purpose of determining BAC.

B. Controlled Substance Prohibitions

Employees must not:

- Report for duty or remain on duty when the Employee uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the Employee that the substance does not adversely affect the Employee's ability to perform their job duties;
- Refuse to submit to any test administered for the purpose of determining controlled substance use;
- Adulterate, substitute or dilute any required specimen.

SECTION 4 -- TESTING

A. Pre-Employment

Conducted before applicants are hired.

B. Reasonable Suspicion

Conducted when an Employee's behavior or appearance is observed and that behavior is characteristic of alcohol misuse or the influence of controlled substances. The City will require trained supervisors or trained departmental officials to verify and document the behavior, and only the Chief or, in their absence due to vacation, illness or personal leave, the person in charge of the Department may order a reasonable suspicion test.

C. Random

All Employees, upon notification that they are being scheduled for Random Drug Testing, will appear as required at the location specified for testing. Such tests will be unannounced and performed once per quarter throughout the year. Random Drug tests shall be given at any time during a Employee's shift. The procedure for random selection shall be determined by the independent agency administering the tests based upon a list of Employees, identified by social security number consisting of ten (10%) percent of the unit plus two (2) alternates per quarter. If

an Employee is on vacation or on regular day off, the alternate will be tested. That list shall be forwarded to the agency by e-mail or writing. Upon receipt, in the presence of the union president or their designee, the chief shall seal the list of those Employees selected for testing in an envelope. The envelope shall be initialed by the chief and the union president or their designee and secured in the chief's office. After the testing has been completed, the union president or their designee shall be given the envelope in order to confirm that the proper Employees were tested. This confirmation will be done in the presence of the chief. The parties agree that they can negotiate an alternate method for the selection of those Employees to be randomly tested.

TESTING PROCEDURES

Controlled Substances

1. The Employee must provide a urine specimen that will be analyzed by a certified laboratory for the presence of the following controlled substances in the indicated amounts:

Substance	Initial	Confirmatory
Marijuana	50 ng/ml	15 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Phencyclidine (PCP)	25 ng/ml	5 ng/ml
Amphetamines	1000 ng/ml	500 ng/ml amphetamine and methamphetamine
Opiates	2000 ng/ml	2000 ng/ml morphine and codeine 10 ng/ml 6 acetylmorphine

In the event the Federal Government amends the above "DOT" standard, the City shall identify the changes to the PBA and put the union on notice that they will test for the new drug or a new standard of an existing drug, sixty (60) days after providing the notice.

Once a specimen is provided in a location that affords privacy, (Employee and a laboratory

observer of the same sex) specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

2. The Employee must provide at least forty-five (45) milliliters of urine. Failure to provide an adequate sample is considered a refusal to submit, and the Employee is considered to have engaged in prohibited actions, pursuant to the rules. If the Employee is unable to provide the minimum amount of urine, the collection site person shall have the Employee consume up to forty (40) ounces of fluid and provide a sample within three (3) hours. If, at this time, the Employee is still unable to provide a specimen, the Employee shall be sent for a medical evaluation to determine if there is any legitimate reason for the Employee's failure to provide a specimen, or there is a refusal to submit an adequate specimen.

3. Visual observation of urination shall not be required, except in cases where a previous diluted or adulterated sample has been detected. The observer shall be of the same gender as the Employee.

4. Each urine specimen shall be collected in two vials, one "primary" and one "split".

5. If the primary specimen confirms the presence of one or more of the drugs hereinbefore set forth, or if the primary specimen indicates the presence of adulterants or dilution (as determined by the laboratory), the Employee shall have seventy-two hours to request that the "split" specimen be sent to another certified laboratory for analysis. (Note: The Employee must be removed from duties at this time.) If the "split" specimen has a drug positive result, the Employee shall reimburse the employer for the cost of analysis of the "split" specimen.

6. If the screening test for the “primary” specimen has a drug positive result, a confirmation test will then be performed for each drug identified in the “primary” specimen, using gas chromatography/mass spectrometry (GC/MS) analysis.

7. All drug test results from both the “primary” specimen and, if requested, the “split” specimen, will be reviewed and interpreted by a physician (also called a “Medical Review Officer”) before they are reported to the employer.

8. If the laboratory reports a positive result to the Medical Review Officer (“MRO”), the MRO shall interview the Employee to determine if there is an alternative medical explanation for the drug found in the Employee’s urine specimen. If the Employee provides appropriate documentation and the MRO determines that it is legitimate medical use of a controlled substance, the drug test result is reported as negative.

9. If, after making reasonable efforts to contact the Employee, the MRO is unable to contact the Employee or if the Employee expressly declines to discuss the test. Then the MRO shall report a positive result.

10. Upon written request the MRO shall provide a copy of any positive result and supporting documentation to the Employee.

11. The Village’s use of any tests performed pursuant to this policy shall be limited to determining the Employee’s conformance to this policy.

D. Return to Duty

Unless terminated from employment, conducted prior to a return to duty after an individual who has engaged in prohibited conduct regarding drug use and/or alcohol misuse; the Employee shall undergo a “Return to Duty” drug test and/or alcohol test with a verified negative result, after

completion of any recommended treatment program or action.

E. Follow-Up

Following a positive test for alcohol use and subsequent return to work, unannounced follow-up alcohol and/or drug testing will be required. A minimum of six (6) follow-up drug and/or alcohol tests will be administered in the first twelve (12) months. An Employee may be subject to follow-up testing for up to twenty-four (24) months after return to duty upon the recommendation made by the Substance Abuse Professional.

SECTION 5 -- TESTING PROTOCOL

A. Testing for drugs will be conducted by urinalysis. A breath alcohol technician (BAT) using an approved breath-testing device will conduct testing for alcohol.

If the Employee tests positive, the MRO will provide the Employee with a copy of the test results.

B. A qualified provider will conduct all drug and alcohol collections.

C. Drug Testing: Drug testing will be conducted by analyzing an Employee's urine specimen. The analysis will be performed at laboratories certified and monitored by SAMHSA and DHHS. The Employee will provide a urine specimen in a location that affords privacy; and the "collector" seals and labels the specimen, complete a custody and control form (CCF) and prepare the specimen and accompanying paperwork for shipment to a drug testing laboratory in the presence of the Employee. The specimen collection procedures and chain of custody will ensure that the specimen's security, proper identification and integrity are not compromised. Drug testing will include split specimen procedures. Each urine specimen will be subdivided into two (2) bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a laboratory. If the analysis of the primary specimen confirms the presence of illegal or controlled substances,

the Employee has 72 hours to request the split specimen be sent to another SAMHSA/DHHS certified laboratory for analysis at the Employee's expense. If the split specimen proves to be negative, the City will pay the expense. This split specimen procedure essentially provides the Employee with an opportunity for a "second opinion."

- D. The Medical Review Officer (MRO) is responsible for:
 - (i) The Notification Procedure
 - (a) Upon a positive test result, the MRO must contact the Employee directly on a confidential basis and determine whether the Employee wants to discuss the test result. In making the contact the MRO must explain to the Employee that if they decline to discuss the test result the MRO will verify a positive result.
 - (b) The MRO must attempt to reach the Employee using the day and/or evening phone numbers provided on the custody and control form (CCF), over a period of at least 24 hours using reasonable efforts.
 - (c) Documenting the attempts to contact the Employee with dates and times.
 - (d) Contacting the Designated Employer Representative (DER).

SECTION 6 -- TESTING STANDARDS

The testing standards shall be as established in Section 4.

SECTION 7 -- ALCOHOL TESTING

Confirming alcohol tests will be conducted using evidential breath testing (EBT) devices approved by the National Highway Traffic Safety Administration (NHTSA).

Preliminary screening tests may be conducted by using approved instruments for administering field sobriety tests to licensed motor vehicle operators.

Two breath tests (in addition to a preliminary screening test, if used) are required to determine if a person has a prohibited alcohol concentration. A screening test is conducted first.

A test result indicating less than 0.02% alcohol concentration is considered a “negative” test. If the alcohol concentration is 0.02% or greater, a confirmation test must be conducted (not less than 10 minutes or more than 20 minutes after the first screening test). The Employee and the breath alcohol technician (BAT) must complete the alcohol testing form to ensure that the results are properly recorded. The confirmation test, if required, must be conducted using an EBT that prints out the results, date and time, a sequential test number and the name and serial number of the EBT to ensure the reliability of the results. No Employee of the Beacon Police Department shall be assigned as a BAT for the purpose of administering a breath test to another Employee of the Beacon Police Department.

SECTION 8 -- TESTING PROCEDURES

A. Reasonable Suspicion Drug Testing

Employee must be transported to the testing facility. Upon completion of the testing the Employee will be transported home until the results are received by the (DER). Upon receipt of a negative test result the Employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Medical Review Officer (MRO), the Employee will be evaluated by the Substance Abuse Professional (SAP) and a recommendation will be made. An Employee who tests positive shall be subject to Section 11 herein. Before returning to work the Employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the Employee must submit to a “Return to Duty” test with a verified negative result.

B. Reasonable Suspicion Alcohol Testing

The City will be responsible for transporting the Employee to the collection facility and to

the Employee's home, if necessary. Upon receipt of a negative test result, the Employee will return to work without suffering a loss of wages or benefits.

Upon receipt of a positive test result from the Breath Alcohol Technician (BAT), the Employee will be transported home and is not eligible to return to work until evaluated by the Substance Abuse Professional (SAP) and a recommendation is made. Before returning to work the Employee must successfully complete the recommended course of treatment. Upon successful completion of this treatment, the Employee must submit to a "Return to Duty" test with a verified negative result.

C. Follow Up

Positive test results require the Employee to submit to a minimum of six (6) follow-up tests for drug and/or alcohol use during the first 12 months following the initial positive test result. The Substance Abuse Professional (SAP) may also require follow-up tests up to 24 months after return to duty. All follow-up tests will be performed at the expense of the employer.

D. Test Results

All records are considered confidential and will not be shared with any person or agency not part of this procedure. Test results and other confidential information will only be released to the Designated Employer Representative (DER), Medical Review Officer (MRO), and the Substance Abuse Professional (SAP) who evaluates the extent of the problem. However, the covered Employee is entitled to obtain copies of any records concerning their use of drugs or alcohol, including any test records. If disciplinary action is commenced, or if a covered Employee initiates a grievance, hearing, lawsuit, or other action, the City may release this information to the relevant parties.

SECTION 9 -- CONSEQUENCES FOR REFUSAL OR A POSITIVE TEST RESULT

All covered Employees must submit to drug and alcohol testing. **Refusal** to submit to testing is prohibited. The consequences for a refusal are therefore the same as if the person had submitted to testing and had a positive test result.

The following actions may also constitute a refusal:

- (a) Failure to show up for any test within a reasonable time after being directed to do so by the employer.
- (b) Refusal to sign the certification provided by the Technicians.
- (c) Deliberate failure or refusal to provide adequate breath or urine sample. If the Employee is unable to provide an adequate breath or urine sample, the City shall direct the Employee to obtain an evaluation from a licensed physician, acceptable to the City, as soon as practical to determine the Employee's medical ability to provide an adequate breath and/or urine sample. If the physician determines that a medical condition did (or could have) prevent the Employee from providing an adequate sample the failure shall not constitute a refusal. However, if the physician is unable to make such a determination, the Employee's failure shall constitute a refusal.
- (d) Engaging in conduct that clearly obstructs the testing process, e.g., adulteration or dilution of specimen.
- (e) Claiming illness after notification of testing.

SECTION 10 -- ALCOHOL TEST CONSEQUENCES

A. A test measurement of less than or equal to .019 alcohol concentration will allow the Employee to return to work.

B. A test measurement of 0.020 to 0.049 alcohol concentration will cause the Employee to be relieved from duty for that tour. The Employee may be subject to discipline. The Employee will be allowed to return to work at the next assigned tour when that Employee is tested

immediately prior to returning to work and the results of such testing indicate the Employee has a 0.00 concentration. Any Employee who tests positive twice within these parameters (0.020 to 0.049) during a twenty-four (24) month period shall be subject to discipline.

C. A test measurement of 0.0501 or greater will cause the Employee to be subject to discipline. Any additional disciplinary measure will be subject to standing grievance and arbitration procedures outlined by the Collective Bargaining Agreement or, if none, Section 75 of the Civil Service Law. Prior to returning to work, an Employee must receive a certification from a Substance Abuse Professional (SAP) that the Employee is able to perform their full duties. Any Employee who tests positive twice with these parameters (0.051 or greater) during a twenty-four (24) month period shall be subject to discipline, which may include termination.

D. Any Employee who refuses an alcohol test shall be treated as testing positive with an alcohol content of 0.051.

SECTION 11 -- DRUG TEST CONSEQUENCES

A positive drug test for a prohibited substance, which is not subject to a medical exception as defined herein will result in discipline, which may include termination.