



Blacks in Law Enforcement of America

A National Organization of Black Law Enforcement Professionals

Accepting Our Responsibility to Rebuild Our Community

FORMAL LETTER TO MOUNT VERNON CITY COUNCIL RE: Officer Derek A. Williams (#2042) - Urgent Request for GML §207-c Adjudication

Date: January 24, 2026

To: Honorable Council Members

City of Mount Vernon

Mount Vernon, New York 10550

Dear Honorable Council Members:

As the New York Representative of Blacks in Law Enforcement of America (BLEA)—an organization dedicated to supporting Black law enforcement professionals and ensuring equitable treatment for officers who serve—I submit this formal letter on behalf of Officer Derek A. Williams (#2042), a 19-year veteran of the Mount Vernon Police Department (MVPD) and a proud BLEA member.

FACTUAL BACKGROUND

Officer Williams faithfully performed his duties without incident throughout his career. During the COVID-19 public health emergency, he remained on active duty as required, performing in-person frontline service involving direct public interaction, extended shifts, and continuous deployment with no option for remote work or isolation from exposure risks. On or about March 22, 2020, while performing required job functions, he was exposed to and subsequently contracted COVID-19.

The City must explain how Officer Williams was authorized to remain out of work for approximately **thirty (30) days following his initial COVID-19 infection**, while receiving **full pay without the use of accrued sick or vacation leave**, yet now asserts that no qualifying status or documentation existed. Under what payroll code or administrative designation was Officer Williams compensated during this period, who approved that designation, and what contemporaneous records reflect the City's decision to continue his pay? Where is the documentation supporting that decision, and why was the matter not referred at that time for formal

review under **New York General Municipal Law §207-c** or other applicable COVID-related protections? If the City contends that required paperwork was absent, it must identify what documentation was missing, when it was determined to be missing, and which City official or department was responsible for ensuring such documentation existed prior to any adverse employment action.

Furthermore, after Officer Williams informed the City that he had developed **kidney failure following his COVID-19 infection**—a condition whose link to COVID-19 has been documented by the **Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), and the World Health Organization (WHO)**—what steps did the City take to reassess whether his condition was job-related? Why was his illness classified as non-line-of-duty without a formal §207-c determination or independent medical review, despite the established medical evidence connecting COVID-19 to long-term organ damage, including renal failure? On what medical or administrative grounds was the non-line-of-duty determination made, who made this decision, and where is the written record supporting it?

Following the infection, Officer Williams experienced significant illness. Despite not having fully recovered, he was ordered to return to work. After returning to duty, he developed serious kidney-related complications that progressively worsened. He ultimately developed kidney failure, which requires ongoing dialysis treatment seven days a week and remains medically necessary. Medical documentation from his treating physicians and healthcare providers confirms the COVID-19 diagnosis and its direct link to the kidney failure.

Despite Officer Williams' severe kidney failure and the requirement for dialysis seven days a week—a serious health condition that clearly qualifies under the Family and Medical Leave Act (FMLA)—no one from the Mount Vernon Police Department's Human Resources office or City administration ever advised him to fill out FMLA paperwork or to designate his leave as protected under federal law.

As he exhausted his accumulated sick time during his medical leave beginning in April 2023, this lack of guidance left his absence unprotected, contributing directly to the City's classification of his condition as non-duty-related and to the subsequent termination notices issued in 2025. The FMLA requires public employers to proactively inform eligible employees of their rights upon becoming aware of a qualifying condition, including job restoration, continued health benefits, and the right to intermittent leave for ongoing medical treatment, such as dialysis. The failure to provide this mandatory notice and designation constitutes interference with Officer Williams's FMLA rights and prevents him from securing the job protection and healthcare continuation he is entitled to.

After exhausting his accumulated sick leave due to kidney failure and the need for dialysis treatment seven days a week, Officer Williams was placed on unpaid medical leave and taken off payroll around April 2023. For nearly two years afterward, he paid the full cost of his health insurance premiums out of pocket to continue receiving life-sustaining dialysis treatment. During this time, no representative from the Mount Vernon Police Department, the City's Human Resources or payroll departments, or any other City official raised concerns, started a formal review, or informed Officer Williams of available legal or contractual protections, including—but

not limited to—Family and Medical Leave Act (FMLA) designation, processing under General Municipal Law § 207-c, or other medical leave options. As a result, Officer Williams’s leave remained unprotected for a long period, which directly contributed to the later classification of his condition as non-duty-related and eventually led to termination notices issued in December 2025—almost two years after he was removed from payroll.

The fact that Officer Williams remained off payroll while self-funding his health insurance for nearly two years without any apparent inquiry, intervention, or escalation by Human Resources, payroll, departmental leadership, or City administration is deeply troubling and reflects a systemic failure of oversight. Within a public safety agency charged with safeguarding the welfare of its officers—particularly during a period when frontline COVID-19 exposure was widespread and statutory duty-related illness protections exist under General Municipal Law § 207-c—such a prolonged and medically severe absence should have triggered prompt review, documentation assessment, and formal guidance. Instead, no corrective or protective action was taken, and the first formal employment action occurred only after this extended period of self-support, in the form of termination notices. This sequence underscores the City’s independent obligation to actively monitor, evaluate, and adjudicate benefit eligibility for first responders who become disabled while serving the community.

These procedural omissions by the city worsened the broader failures documented in Officer Williams’ MV-5 report, including the lack of explanation about protections under GML §207-c, workers’ compensation, and related federal laws. While the Police Benevolent Association’s lack of representation is concerning, the City—even as the employer—has the independent, non-delegable duty to ensure compliance with FMLA notification requirements and to safeguard the employment of first responders facing serious health issues arising from on-duty service.

Despite his serious medical condition, Officer Williams sincerely attempted to continue serving and requested consideration for a light-duty assignment so he could stay employed while undergoing dialysis. That request was denied, and no light-duty accommodation or alternative position was offered.

While undergoing dialysis, he received an initial notice of termination with an effective date of December 31, 2025. Following executive review, a revised notice established June 2026 as the effective termination date. This temporary delay in terminating healthcare coverage (granted on or about December 18, 2025) does not provide permanent protection. Absent permanent action, Officer Williams faces imminent loss of employer-provided healthcare while requiring life-sustaining dialysis, placing his health and survival at serious risk.

FORMAL CLAIM SUBMISSION AND PROCEDURAL VIOLATIONS

On January 8, 2026, Officer Williams submitted an MV-5 report to the Chief of Police to formally document the on-duty exposure, medical consequences, employment actions, and the failure of the City of Mount Vernon and the Police Benevolent Association (PBA) to apply, explain, or adjudicate available federal and New York State worker protections—including New York

General Municipal Law §207-c and the COVID-19 line-of-duty presumption established by the Coronavirus Line-of-Duty Bill signed into law on August 14, 2020.

Also On **January 8, 2026**, Officer Derek Williams formally submitted a written request to the Mount Vernon Police Department seeking adjudication of his eligibility for benefits under **New York General Municipal Law §207-c**, based on his on-duty COVID-19 exposure and subsequent medical deterioration resulting in kidney failure. The request outlined his service history, the circumstances of his COVID exposure during the pandemic, the applicable federal and New York State protections in effect at the time of his illness, and his request for a formal line-of-duty determination with written findings. This report constitutes a formal claim for §207-c benefits and triggers the City's mandatory duty to adjudicate under General Municipal Law §207-c.

As of this date, Officer Williams has received no written response, acknowledgment, or determination from the Mount Vernon Police Department regarding his §207-c request, nor has he been advised of any appeal rights or review process.

At no time during his illness, treatment, accommodation requests, or termination process were these protections explained to him by the city or the PBA. He was not advised of the existence, scope, or applicability of:

1. Federal laws such as the Families First Coronavirus Response Act, the Family and Medical Leave Act, as applied to severe COVID-related conditions, and the American Rescue Plan Act worker-support provisions.
2. State laws, including workers' compensation for duty-related illness, New York disability and medical leave safeguards, and GML §207-c (especially in conjunction with the August 14, 2020, COVID-19 line-of-duty presumption).

He was not informed that his condition may qualify as line-of-duty under §207-c, nor was he advised of any formal process to seek a determination that could provide continued salary and medical benefits while unable to return to full duty.

SPECIFIC INSTANCES OF DENIAL AND DISCOURAGEMENT

Additionally:

- On or about October 11, 2023, PBA President Nicholas Mastrogiorgio spoke with then-Commissioner Gibson regarding Officer Williams' return to light duty; Commissioner Gibson ultimately denied it.
- On or about December 2, 2025, Officer Williams spoke with Deputy Chief Addison, who informed him that his condition did not qualify for §207-c benefits and that he should not proceed with seeking classification under the statute. This statement was made without any

written determination, medical review, formal adjudication, or application of the COVID-19 line-of-duty presumption. No appeal rights or review procedures were explained.

These communications effectively discouraged the pursuit of §207-c classification. No formal §207-c determination was requested, evaluated, or adjudicated before the termination notices—a clear violation of procedural due process requirements.

Furthermore, the guidance reportedly given by Deputy Chief Addison—who holds a management role within the MVPD and is also a member of the Police Benevolent Association—raises serious concerns about conflicts of interest and the PBA’s compliance with its statutory Duty of Fair Representation (DFR). Officer Williams was reportedly told that his injury did not qualify for benefits under General Municipal Law § 207-c and was discouraged from submitting a formal classification request.

Under New York law, a union’s Duty of Fair Representation requires that it serve the interests of all members of the bargaining unit **without hostility or discrimination, exercise its discretion in good faith and honesty, and avoid arbitrary conduct**. Courts and the Public Employment Relations Board (PERB) have consistently held that a breach may occur where a union’s conduct is **arbitrary, discriminatory, or undertaken in bad faith**, including situations where a union fails to provide accurate information, meaningfully assist a member, or affirmatively protect statutory rights.

As the exclusive bargaining representative, the PBA is required under the Public Employees’ Fair Employment Act (Civil Service Law § 209-a(2)(c)) to represent unit members fairly and impartially. This obligation is not fulfilled by passive conduct or silence, especially when a member seeks advice regarding statutorily protected benefits. New York courts have acknowledged that a union may breach its duty not only through overt hostility but also through **reckless disregard for a member’s rights or by failing to act when action is clearly needed**.

The circumstances described here reveal a clear conflict. When a union-affiliated individual who also holds a supervisory or management role gives advice that discourages a bargaining-unit member from pursuing § 207-c benefits, that advice cannot be viewed in isolation. PERB and New York courts have consistently emphasized that unions must remain independent from management interests and cannot allow divided loyalties to hinder their strong representation of members.

In this case, Deputy Chief Addison’s dual role—serving as a management official and as a PBA member—along with the alleged discouraging advice, effectively discouraged Officer Williams from pursuing § 207-c benefits. The PBA’s failure to intervene, offer corrective guidance, or independently assess and advocate for Officer Williams’s eligibility further suggests arbitrary conduct and a lack of good-faith representation. Collectively, these facts raise significant questions about whether Officer Williams was denied the fair, informed, and zealous representation to which he was entitled under New York law.

ALLOCATION OF RESPONSIBILITY

The City of Mount Vernon, as the employer, is directly responsible for following these protections. While the PBA's failure to offer guidance or representation is concerning, that failure does not exempt the city from its independent duty to process a properly submitted claim under GML §207-c. The city cannot transfer its procedural responsibilities under state and federal law to the union.

Although Officer Williams may be eligible for workers' compensation benefits under the New York Workers' Compensation Law—given his on-duty COVID-19 exposure during frontline policing duties in March 2020 and the "prevalence" doctrine applied to essential workers—such eligibility does not excuse or relieve the City of Mount Vernon from its independent, non-delegable duty to adjudicate and apply General Municipal Law §207-c benefits.

Workers' compensation provides only partial wage replacement (typically two-thirds of average weekly wages), medical coverage, and possible permanent disability awards, whereas §207-c offers superior protections specifically for police officers: full salary continuation (100% pay), full payment of medical and hospital expenses, and job protection until recovery, retirement, or appropriate light-duty placement. These are two separate systems under New York law, with §207-c serving as the primary, enhanced benefit for line-of-duty illnesses and injuries; any workers' compensation award would be offset against §207-c to prevent double recovery, but the City cannot substitute one for the other or use the possibility of workers' comp as a defense for failing to conduct a formal §207-c adjudication upon Officer Williams' January 8, 2026, MV-5 request.

The City's obligation under §207-c is mandatory and distinct: it must provide full due process—including medical review and a hearing—when a qualifying claim is submitted, as reinforced by precedents such as *Matter of Sullivan County Patrolmen's Benevolent Assn., Inc. v. County of Sullivan* (2024 NY Slip Op 00414) and recent Court of Appeals affirmances of prevalence-based claims for first responders. Failure to adjudicate §207-c properly is a procedural violation that stands independently of any workers' compensation pathway. Officer Williams' frontline service during a declared emergency, documented medical decline, and good-faith efforts to return in a limited capacity entitle him to the full protections of §207-c—not merely the lesser remedies of workers' comp. The city of Mount Vernon must fulfill its statutory duty without delay.

LEGAL FRAMEWORK AND STATUTORY OBLIGATIONS

General Municipal Law §207-c Requirements

GML §207-c requires full salary, wages, and medical expenses for officers ill or injured in the line of duty until recovery or retirement. Officer Williams' frontline exposure during the pandemic qualifies as duty-related under both:

3. The Prevalence Doctrine: Officer Williams faced significantly elevated workplace risk compared to the general public due to his required in-person frontline duties with direct public interaction during the height of the pandemic.
4. The Coronavirus Line-of-Duty Bill (August 14, 2020): This statute created a rebuttable presumption that any officer who contracted COVID-19 between March 1, 2020, and the conclusion of the state disaster emergency did so in the line of duty.

Upon his formal submission of the MV-5 report, the City must conduct a proper adjudication, including medical review and hearing, as required by GML §207-c

Americans with Disabilities Act Violations

The denial of a requested light-duty accommodation may also constitute a violation of the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended by the ADA Amendments Act of 2008 (ADAAA). Chronic kidney disease requiring ongoing dialysis is recognized as a qualifying impairment under the ADAAA and its implementing regulations, which expressly identify conditions substantially limiting major life activities such as kidney function as disabilities. See 29 C.F.R. § 1630.2(j)(3)(iii).

The City's failure to engage in the legally required, good-faith interactive process to assess reasonable accommodations—despite Officer Williams's explicit request for a light-duty assignment—raises serious and independent ADA compliance concerns, separate and apart from any violations under General Municipal Law § 207-c. Federal courts have consistently held that employers bear an affirmative obligation to participate in this interactive process once an accommodation is requested (see *Beck v. University of Wisconsin Bd. of Regents*, 75 F.3d 1130 (7th Cir. 1996); *Conneen v. MBNA America Bank, N.A.*, 334 F.3d 318 (3d Cir. 2003)). Courts have further recognized that reasonable accommodations may include reassignment to a vacant position or modified or light-duty assignments, where such accommodations do not impose an undue hardship on the employer (*US Airways, Inc. v. Barnett*, 535 U.S. 391 (2002)).

Complementary Federal and State Protections

Additional applicable legal frameworks include:

- Safeguarding America's First Responders Act (federal presumption for public safety officers contracting COVID-19 in 2020-2021)
- Families First Coronavirus Response Act and Family and Medical Leave Act protections
- American Rescue Plan Act funding obligations (Mount Vernon received over \$41 million for public safety support)
- New York Workers' Compensation Law (COVID-19 as an occupational disease for essential workers)
- New York State disability and medical leave protections

SUPPORTING CASE LAW AND LEGAL PRECEDENT

The following judicial decisions and legal authorities support Officer Williams' claim:

Matter of Sullivan County Patrolmen's Benevolent Assn., Inc. v County of Sullivan, 2024 NY Slip Op 00414, Appellate Division, Third Department (February 1, 2024): Reversed denial of

§207-c benefits for a detective sergeant who contracted COVID-19 at work, holding the denial arbitrary and capricious; applied presumptions under Executive Order 202.60 and rejected strict 10-day filing deadlines where the officer filed promptly upon diagnosis.

Matter of Balcerak v. County of Nassau, 94 N.Y.2d 253 (1999): Emphasizes due process requirements in §207-c determinations, including hearings and medical reviews for denied claims. The Court held that municipalities must provide a meaningful opportunity to be heard before denying line-of-duty benefits.

New York State Comptroller Opinion 92-15: Requires §207-c benefits when a line-of-duty injury aggravates a pre-existing condition, even if partially attributable to non-work factors. Establishes that causation need not be exclusive, only substantial.

Recent New York Court of Appeals decisions have affirmed the prevalence doctrine for COVID-19 claims involving essential workers, recognizing significantly elevated workplace hazards for first responders without requiring identification of a specific exposure event.

Recent Workers' Compensation Board rulings: Support causation via prevalence for COVID-19 in high-risk environments, with Appellate Division remands requiring elevated risk assessments without pinpointed exposure events.

These precedents establish clear legal standards: the City has a mandatory duty to adjudicate Officer Williams' claim, apply the statutory COVID-19 presumption, conduct proper medical review, and provide due process protections, including hearing rights and written findings.

AMERICAN RESCUE PLAN ACT OBLIGATIONS

The City of Mount Vernon, receiving over **\$41 million in American Rescue Plan Act** funding—specifically set aside for public safety workers and pandemic response—creates additional responsibilities to protect officers like Officer Williams, who suffered duty-related COVID-19 injuries. The failure to use these federal funds to maintain benefits for a disabled officer who contracted COVID-19 while on duty raises serious questions about how the money is allocated and whether it complies with ARPA requirements and Congressional intent.

ARPA FUNDS: RELIEF WAS PROVIDED — PROTECTION WAS NOT

The City of Mount Vernon received approximately **\$41 million in federal American Rescue Plan Act (ARPA) funds**, intended to help municipalities recover from the financial strain caused by the COVID-19 public health emergency. According to law and Treasury guidance, ARPA funds were meant to enable cities to sustain public services, protect essential workers, and address the long-term health impacts of COVID-19—ensuring that cities wouldn't have to choose between

maintaining fiscal stability and caring for workers harmed while serving the public. In practical terms, ARPA was designed to cover costs that would otherwise burden local budgets, such as payroll, benefits, and medical-related employment protections for first responders who contracted COVID-19 on duty. The availability of these funds removed the argument that covering sick leave, §207-c benefits, or healthcare for COVID-affected officers—like Officer Derek Williams—would impose an unreasonable financial strain on the City. ARPA was created so cities could do the right thing without claiming they lacked the resources.

URGENT CALL TO ACTION

Officer Williams' situation reflects a systemic failure to protect a public servant who became seriously ill while performing required duties during a declared public health emergency. His life literally depends on continued access to dialysis treatment and medical care.

I respectfully urge the City Council to immediately:

Direct MVPD to schedule a formal §207-c adjudication hearing within 30 days, including a comprehensive medical review by qualified physicians with expertise in COVID-19 complications and renal failure.

Maintain Officer Williams' healthcare coverage without interruption while the §207-c determination is pending and continue that coverage beyond his separation date if line-of-duty status is ultimately granted, so that his access to medically necessary dialysis treatment is never jeopardized.

Grant line-of-duty status pursuant to General Municipal Law § 207-c and provide all retroactive benefits to which Officer Williams is entitled, including reimbursement of out-of-pocket health insurance premiums, restoration of sick leave time used, retroactive salary payments, salary continuation, and full medical coverage from the date of disability to the present.

Provide written findings documenting the adjudication process, confirmation of appeal rights under Article 78 of the Civil Practice Law and Rules, and any other appropriate relief.

Engage in the ADA-required interactive process to identify reasonable accommodations that would allow Officer Williams to continue serving in some capacity if medically cleared for modified duty.

RESPONSE DEADLINE

Given the June 2026 termination date and the immediate medical necessity of continued coverage for life-sustaining treatment, I respectfully request a formal written response within 14 days of receipt of this letter, with a §207-c adjudication hearing scheduled within 30 days.

NOTICE OF INTENT

Accordingly, this letter serves as **formal notice** that Officer Williams plans to pursue **all available legal remedies** if the City continues to fail in fulfilling its statutorily mandated obligations. These remedies include, but are not limited to, an **Article 78 proceeding** challenging the City's failure to conduct a timely and lawful adjudication under **New York General Municipal Law §207-c**, as well as potential **federal claims under the Americans with Disabilities Act (ADA)** and other relevant federal and state civil rights and disability laws. The City is further warned that ongoing inaction or refusal to properly resolve Officer Williams' status and provide the protections mandated by law could expose it to **federal litigation and civil liability**. This notice is intended to give the City an opportunity to comply with its legal obligations before such legal actions are initiated.

I am available to discuss this matter, provide additional documentation, or meet with City officials to help resolve it. This is a matter of justice, accountability, public trust, and—most urgently—the life and health of a dedicated public servant who sacrificed his health in service to Mount Vernon.

Respectfully submitted,

Damon K. Jones

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New York Representative, Blacks in Law Enforcement of America

On behalf of Officer Derek A. Williams (#2042), BLEA Member

Legal Council

Press