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POL / 7473

11/5/12

AGREEMENT
BETWEEN
THE TOWN OF SOUTHOLD
AND THE SOUTHOLD TOWN
POLICE BENEVOLENT ASSOCIATION
JANUARY 1, 2010 - DECEMBER 31, 2011

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11/5/12

THIS AGREEMENT made this 22nd day of April, 2012, by and between the TOWN OF SOUTHOLD, a municipal corporation of the State of New York ("the Town") and the SOUTHOLD TOWN POLICE BENEVOLENT ASSOCIATION, INC., a membership corporation of the State of New York ("the PBA" or "Association").

WITNESSETH:

WHEREAS, Article 14 of the Civil Service Law provides that public employees shall have the right to be represented by employee organizations to negotiate collectively with their public employer in the determination of their terms and conditions of employment, and to enter into written agreements with respect thereto; and

WHEREAS, the PBA has been certified as the employee organization, as a result of an election, to represent all uniformed members of the Town Police Department, including all police officers, sergeants, lieutenants and detectives, excluding the Chief of Police and the Captain, and all other employees, hereinafter referred to as "employees";

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1. RECOGNITION

1.1 The Town does hereby recognize the PBA as the exclusive employee organization to represent the employees and extends to the PBA the following rights:

- a. to represent the employees in negotiations and in the settlement of grievances; and
- b. to membership dues deduction, upon presentation of dues deduction authorization cards signed by individual employees.

SECTION 2. MANAGEMENT RIGHTS

2.1 Not contrary or inconsistent with the terms of this Agreement or Civil Service Law, the Town reserves the right to determine the standards of law enforcement and related services to be offered by its Police Department; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to abolish positions; to maintain the efficiency of governmental operations; to determine the content of job classifications subject to Civil Service Commission approval; to take all necessary actions to carry out its mission in emergencies; and to exercise control and direction over its organization and technology of performing its work.

SECTION 3. PROTECTION OF EMPLOYEES

3.1 Seniority

a. Seniority shall be determined on the basis of continuous employment in the Southold Town Police Department. Additionally, an employee who has been transferred from another Police Department within Suffolk County to the Department shall receive credit for purposes of seniority for continuous time served in such other police departments in Suffolk County.

b. Seniority is determined: first, by rank; second, by continuous service in rank; third, by date of appointment to previous rank or ranks; fourth, by the date of appointment to Department (any Member who has been transferred from another police force within Suffolk County shall, for the purpose of determining seniority, be credited with such prior service); fifth, by highest score on the civil service list from which appointments were made at the time of the initial appointment examination; sixth, by age (older Member is senior); and seventh, alphabetically by surname.

3.2 Legal Services

The Town shall provide legal services to an employee against whom an action or proceeding has been commenced involving any matter occurring within the scope of his/her employment as an officer or employee of the Town.

3.3 Seasonal Police Officers

a. The Chief of Police, or his/her designee, shall have the right to deploy "Certified Seasonal Police Officers" who are actually on duty to perform functions (other than actual sector assignments) that are deemed necessary by the Chief of Police or his/her designee.

b. Notwithstanding the above, Seasonal Police Officers may be used for all other assignments, including sector assignments, when the full-time compliment of Police Officers is depleted due to court appearances, medical absence or vacations, or in emergency conditions when the full-time compliment of Police Officers is insufficient to insure adequate protection of life and property.

SECTION 4. GENERAL MUNICIPAL LAW SECTION 207-c

This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-c of the General Municipal Law ("GML 207-c"). It shall operate as a waiver of any other procedural rights the Town or the Association and/or its employees may have pursuant to GML 207-c regarding the application for, and the award and/or

termination of, benefits under GML 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein, though, should be construed as limiting the power of a party to challenge a decision, as provided herein, pursuant to C.P.L.R. Article 75. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

I. APPLICATION FOR BENEFITS

1. Employees shall, within 48 hours of the occurrence, or within 48 hours of when the employee should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") shall be made on the Department's existing employee injury report form.

2. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met within 96 hours of the Employee's ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee's immediate family may file the application on the employee's behalf, provided same is accomplished on a timely basis.

3. In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

II. INITIAL APPLICATION FOR GML 207-c BENEFITS

1. The Chief or designee ("the Chief") shall have exclusive authority to initially determine the employee's eligibility for benefits under GML 207-c. The Chief shall have the authority to conduct a full investigation of the facts concerning the application.

2. After filing the application, the employee shall submit to one or more medical examinations or inspections ("examinations") as provided by law. The employee shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief and the Town Attorney's Office and designated physician all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being disregarded or excluded by the Town or the arbitrator.

3. The employee shall, along with the application for GML 207-c benefits complete, sign and submit to the Town any medical release forms requested by the Town, utilizing the existing Department form.

4. The Employee shall fully cooperate with the Town's designated physician. This shall include, but not be limited to, forwarding to the Town's designated physician all reports, data, records and other information related to the employee's injury.

5. Any reports submitted by either the Town's designated or the employee's doctor/other health care provider ("health care provider(s)") shall include the following information: (a) the exact date(s) that the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information as specified in this paragraph may result in the health provider's report being disregarded or excluded by the Town or the arbitrator.

6. The Town shall render a written decision on the application for benefits within 60 calendar days after receipt of the application. A copy of the decision will be mailed to the employee by regular and certified mail, return receipt requested, at the address specified in the application. A copy shall also be delivered to the Accounting and Town Attorney's Offices. The failure to issue a decision in accordance with this time limit shall result in the employee being placed on GML 207-c status.

7. While a final decision as set forth in this GML 207-c procedure is pending, time off alleged to be attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged based on the Department's initial determination. Regardless of whether the employee is in a paid (utilizing his/her accrued time) leave or no-pay status, the only benefit the employee shall receive during the pendency of the process is holiday compensation.

8. If the decision is that the employee is eligible for GML 207-c benefits, then the employee shall be so categorized and any time off taken due to the injury or sickness shall be charged to GML 207-c leave, subject to the provisions of Section V below. The employee's GML 207-c benefits shall continue as long as the employee remains eligible.

9. In the event the employee is not satisfied with the Town's decision and wishes to appeal it, the Town's and the employee's physician will agree upon a neutral third party physician who shall promptly examine the employee and render a report as required in ¶ 5. That report shall be promptly forwarded to the employee, Accounting and Town Attorney's Offices

for their review. It shall be admissible in evidence, although not given preclusive effect, at any subsequent stage of this procedure.

10. In the event that the neutral third party physician's report does not satisfactorily resolve the parties' dispute because that the employee is not satisfied with the Town's decision and wishes to appeal it, the employee shall file with the Town within five calendar days of receipt of the decision a written demand for arbitration on the GML 207-c claim. The Employee shall be deemed to have forfeited GML Section 207-c benefits if the Employee fails to do so in a timely manner. The parties to the arbitration shall be the Town and the employee. There shall be a single arbitrator ("the arbitrator"), who shall be selected in accordance with New York State PERB's Labor Arbitration Rules. All costs billed by the Arbitrator shall be borne equally by the Town and the employee. All other costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts, etc.

11. The Arbitrator shall have the authority to decide, whether the Town's denial of the claim of entitlement to GML 207-c benefits was arbitrary and capricious. He or she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding represents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents a different issue that should be decided in a different proceeding, as outlined below. The burdens of production, and proof by a preponderance of the evidence, shall be upon the employee, except for hearings involving Section IV, where the burdens of production and proof shall be upon the Town.

12. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the Collective Bargaining Agreement and the rules. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties. Should the Arbitrator find in favor of the employee, then all leave entitlements utilized from his/her accrued leave bank shall be restored. This shall also include holiday and night shift differential if the employee is eligible to receive same.

13. The decision and award of the Arbitrator shall be final and binding on the parties.

III. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the Department alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section II shall be implemented.

2. The employee shall submit to the Town Attorney's Office and Accounting Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the care provider. If a direct causal

relationship is found between the alleged recurrence or aggravation of a prior injury, and the prior injury which was designated by the Town as a GML 207-c injury, then the application shall be granted, provided the Arbitrator otherwise finds the employee entitled to GML 207-c benefits as set forth in Section II. If no such relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section II.

IV. TERMINATION OF BENEFITS/RETURN TO DUTY

1. The Town may review cases of employees receiving GML 207-c benefits for the purpose of determining whether the employee continues to be entitled to those benefits and in furtherance thereof may take action as is appropriate under the law.

2. Any employee who is receiving benefits under GML 207-c continues to be subject to rules and regulations of the Department.

3. Upon receipt of a certification from the Town-designated physician that an employee is able to perform some or all of the duties of his or her position, or upon receiving information wherein the Department asserts that the employee is no longer eligible for 207-c benefits, the Town shall notify the employee of same, by serving a written notice of proposed termination, setting forth the effective date thereof and a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested. The effective date may be no sooner than 48 hours after notification. A copy shall also be delivered to the Accounting Department and the Town Attorney.

4. If the employee disagrees with the Town's determination, he or she shall commence an appeal pursuant to the procedures outlined in Section II (10). While pending, the employee shall remain on GML 207-c status. However, if more than 60 calendar days elapse from the effective date of the Town's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the employee's accrued leave time; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Town and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is adjourned at the request of the Town or the arbitrator, then the 60 day period shall be extended to 90 days. Regardless of whether the employee is in a paid leave or no-pay status, the only benefit the employee shall receive during the pendency of the hearing process is holiday compensation. In the event that the employee's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be recredited to the employee.

5. Any arbitrator selected to hear a case under this Section must agree to hear the case within 30 days of the date of selection and render an opinion within 30 days thereafter.

V. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion shall be of no force and effect, but the remainder of this procedure shall continue in full force and effect. In this event, either the Association or the Town shall have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. An employee may have an attorney of his or her choice or an employee of the Department as his or her representative at any stage of this procedure, provided there is no unreasonable delay.

3. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the Arbitrator.

4. This procedure shall take effect on August 8, 2006 and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date. In the event a proposed "new" utilization of GML 207-c benefits after this date is based on an injury that allegedly occurred prior to August 8, 2006, the employee shall comply with the terms of Section III of this procedure within 30 days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-c based on a pre-August 8, 2006 injury shall be decided in accordance with Section III.

SECTION 5. NOTICE OF PROMOTIONS

5.1 Notice of all promotional positions within the PBA unit shall be posted on available bulletin boards at Police Headquarters and all employees shall be given an opportunity to make application for the positions.

5.2 An employee who is scheduled to take a Town police-related departmental promotional examination shall be entitled to eight consecutive hours off-duty prior to the scheduled time of the examination provided:

- a. That the officer is scheduled for the tour immediately prior to the time of commencement of the examination.
- b. The off-duty time shall be with pay.

SECTION 6. VACATIONS

6.1 The Town has adopted the following vacation schedule:

- a. Start through first year - five (5) working days.
- b. Second through fifth year - sixteen (16) working days.
- c. Sixth through tenth year - nineteen (19) working days.
- d. Eleventh through fifteenth year - twenty-two (22) working days.
- e. Sixteenth through twentieth year - twenty-eight (28) working days.

6.2 Members shall not be entitled to accumulate more than fifty percent (50%) of their unused vacation from year to year. The balance of vacation leave may be accumulated as set forth above and payment made upon reasonable notice in accordance with this Section.

Requests for payments in excess of five thousand dollars (\$5,000.00) must be in writing and submitted to the Town prior to September 1 of the year preceding the year in which payment is to be made, with the exception of the last year of work prior to retirement when no notice is required. Notwithstanding the above, however, a member shall only be allowed to carry over a maximum of eight unused vacation days in the following calendar year for purposes of additional vacation only. A member who has accumulated unused vacation days may apply only eight of those days to the following year's schedule. Under no circumstances shall a member be entitled to actually take more vacation days than is provided for in Section 5.1 a. through 5.1 e. above, with the exception that a member may add an additional eight days from the previous year. For example, a member may not take more than 24 actual vacation days in his/her second through fifth year, 27 in his/her sixth through tenth, 30 in his/her eleventh through fifteenth and 35 in his/her sixteenth through twentieth.

6.3 Employees who so desire may volunteer to work, if acceptable to the Department, during their annual vacations. This work will be compensated at straight time, unless an employee works in excess of eight hours. Volunteers may be assigned to any normal police duties.

6.4 An employee, if transferred not by choice from one squad to another, shall have the right to maintain his/her previously selected vacation.

6.5 If any employee is on his/her first week of vacation and is outside the Town, and is recalled from vacation to active duty, he/she shall be given credit for an additional five days

vacation time. The employee shall also be paid for his/her necessary travel expenses incurred in returning to active duty.

6.6 An employee on vacation may sign out on sick leave if sickness or injury occurs while on vacation and he/she is confined to his/her residence or is hospitalized. Sickness is to be verified by physician's certificate. Time of sickness or injury shall not be charged to vacation time of employee, but shall be charged to sick leave.

6.7 ~~Employees with more than one year of service in the Department shall be permitted to divide their vacation time into a maximum of 10 one day segments, provided that the Chief of Police, or his/her designee, receives sufficient notification to arrange for rescheduling of tours of duty. Vacation time, other than one day segments, shall be scheduled on the basis of seniority, in the following manner:~~

a. First selection - on the basis of seniority within rank, all employees shall select the time of their vacation.

b. Second selection - after all employees have made a first selection as provided in paragraph a above, those employees who have elected to divide their vacation time shall make a second selection based on seniority within rank.

c. Third selection - after making the second selection, as provided in paragraph b, above, the employees with remaining vacation periods due them shall make a final selection of time when the remainder of their vacation shall be taken, based on seniority within rank.

d. Two sergeants may take their vacation at the same time, provided that this is approved by the Chief or officer in charge, and further provided that it does not result in overtime being paid to other members of the Department.

e. One employee from each squad may be on vacation at the same time.

6.8 Between Memorial Day and Labor Day, an employee's total vacation picks may not exceed seven days. This shall not in any way affect an employee's ability to request and take single vacation days during this same period.

SECTION 7. LEAVE OF ABSENCE, SICK DAYS, CHILD CARE AND HOLIDAYS

7.1 Leave of absence without pay shall be granted to employees in accordance with the provisions of Rule 18 of the Rules of Classified Civil Service of Suffolk County and the provisions of Section 243 of the Military Law of the State of New York.

7.2 a. All employees shall be entitled to 15 sick days in each calendar year. Unused sick leave may be accumulated up to a maximum of 300 days. Upon retirement, each employee shall be entitled to be compensated for the value of 100% percent of the first 200 days of his/her accumulated unused sick leave, or any portion thereof. Additionally, an employee shall be entitled to receive payment for an additional 40 unused sick days beyond the 200 day maximum at the rate of one day of pay for each two days of unused sick leave. For all employees hired on or after August 8, 2006, sick leave shall be earned at the rate of one day per completed calendar month of service, to a maximum of 280 days. Unused sick leave shall be paid for the first 40 days and additional payment shall be made at the rate of one day of each three accumulated over 40 up to a maximum total payment of 120 days. The Town Board shall be the option to pay the same to the employee, either in a lump sum payment at the time of the employee's retirement or in regular payroll payments immediately prior to retirement.

7.2 b. The Chief of Police, in the exercise of his/her discretion, may request written physician's certificate in all cases where an employee is absent by reason of illness, the cost thereof to be paid by the Town.

7.2 c. When an employee, due to illness, fails to complete a tour of duty, the remaining amount of time left in that tour shall be deducted from the employee's sick leave.

7.2 d. An employee may use up to five days "sick leave" per calendar year in the event that an employee's spouse or immediate family living in the household cannot take care of him/herself or take care of the children of the employee for which the employee has the responsibility of a parent or guardian. To be entitled to leave, the employee must furnish proof of incapacitating illness and of the employee's responsibility as a parent or guardian.

7.2 e. An employee may receive payment during the month of December for up to three unused sick leave days if the employee submits a request in writing to the Town by on or before November 15 of that year.

7.3 An employee shall be granted a leave of absence not exceeding two years without pay for a child care leave attendant to either the birth of a child or the adoption of a child under the age of five. The employee, upon the expiration of the period of leave of absence, shall be restored to the same or comparable position of employment, if available. The Town shall continue the employee's major medical/hospitalization benefits for a period of three months beyond normal entitlements during the leave. Thereafter, at the option of the employee, the employee shall be entitled to continue the benefits at the employee's own expense.

7.4 a. Each employee shall be entitled to receive equivalent time off or receive compensation in lieu of the equivalent time off for the following holidays, whether or not such employee was required to report for duty on such days: New Year's Day; Martin Luther King, Jr. Day; Lincoln's Birthday; Washington's Birthday; Easter Sunday; Memorial Day; Independence Day;

Labor Day; Columbus Day; Election Day; Veteran's Day; Thanksgiving Day; Christmas Day. Effective December 31, 2011, Lincoln's Birthday and Washington's Birthday will be replaced by Presidents' Day.

7.4 b. Employees who actually work on a designated holiday shall receive four hours of additional compensation for working that particular holiday.

7.5 For the purpose of implementing the provisions of Section 7.4, on January 1st of each year, each employee will be credited with the total number of holidays to which he/she is entitled for the ensuing year. On or before December 1st of each year, the Police Department shall prepare and submit to the Supervisor a schedule indicating the total number of holidays that each employee is entitled to for such year, the total number of holidays charged against each employee for such year and the total number of holidays remaining due to the employee. On or before December 15th of such year, the Town shall pay to each employee a sum equal to the number of holidays remaining due to each employee. An employee who separates from service after he/she received the benefits of this section and prior to a holiday for which he/she has been compensated, shall have deducted from his/her final payroll check an amount equivalent to the compensation received for the holiday.

7.6 Employees shall be entitled to be absent from duty without pay at such time and for such duration as the Chief of Police or officer in charge may in his/her discretion approve for the purpose of attending business affairs.

7.7 a. Employees shall be entitled to five days personal leave of absence with pay each year starting on the officer's anniversary date for the purpose of attending to personal matters, provided that the time of taking the leave shall be approved by the officer in charge.

7.7 b. If an employee submits his/her request for a personal day at least five days prior to that day, no reason for the leave shall be required.

7.7 c. If the request is received fewer than five days prior to the requested day, the reason justifying the need for the personal day shall be submitted. However, permission for a personal leave day shall not be withheld if there are adequate personnel available to fulfill the staffing needs of the Department.

7.8 An employee, on application of his/her commanding officer, shall be granted four continuous days, including scheduled days off with full pay, in case of death in his/her "immediate family", which shall be defined as spouse, child, father, stepfather, mother, stepmother, brother, sister, parent-in-law, son-in-law and daughter-in-law. An employee shall be granted one working day off to attend the funeral of his/her grandparent, brother-in-law, sister-in-law, foster parent, foster child, niece, nephew, uncle, aunt, half-brother or half-sister. Grandparents and foster parents shall be included among those for whom four days death leave is

allowable if it is necessary, if the employee attends the funeral and he/she has demonstrated to the commanding officer that there has been a sufficiently close relationship that he/she would normally be expected to need such an amount of time away from work, including time for travel to the funeral.

7.9 The PBA President shall be entitled to 25 paid leave days per year in addition to the various leave benefits provided for in this contract, for the purpose of attending PBA meetings, conventions and other like commitments. Seven of these days may not be taken on the same day as any other released time granted pursuant to this paragraph. If, for whatever reason, the President is unable to attend these functions, he/she may delegate the Vice President or the Secretary/Treasurer as the President's representative. The Suffolk County Police Conference Director shall be entitled to three paid leave days per year to attend the various conference functions. The Chief shall continue to have the right to deny a request for paid leave days due to Departmental needs.

7.10 The PBA shall designate a maximum of two of its members, in advance, to attend any formal negotiation session with the Town, or its representative. In the event any designated member is scheduled to work on the calendar day of the schedule, negotiating session, the member shall be excused from his/her tour of duty for that calendar day but shall be deemed to be on duty for all other purposes. This shall in no way limit the actual number of representatives attending and/or participating in any negotiating session, but shall only limit those being paid during their attendance. For purposes of this section, the calendar day shall include the day before a midnight tour or the day after the midnight tour.

7.11 a. The existing duty chart of three rotating tours of duty (i.e., 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to 12:00 Midnight; and 12:00 Midnight to 8:00 A.M.) shall be continued. Members shall have the right to choose two paid leave days ("RDO's") per cycle on a seniority basis within the Southold Police Department. A cycle shall be defined as one complete set of three tour rotations. The duty chart shall be 239 days per year. Personnel appointment after January 30, 1996, for the first two years of their employment only, shall work 260 days per year. The parties shall continue their negotiations about the Town's proposals for a new duty chart(s), including the hours of work. A committee shall be established for the purpose of doing so, composed of no more than three representatives designated by the Town and three representatives designated by the PBA. It is understood that criteria and other matters that are not terms and conditions of employment shall not be subject to the jurisdiction of this committee. The committee's results are subject to bilateral, written agreement, ratification and approval. Nothing contained in this paragraph, nor any action or inaction of the committee, nor any statements made in committee meetings, shall be subject to the grievance procedure or to any PERB or court proceeding.

7.11 b. At the discretion of the Chief of Police, a new patrol squad of full-time police officers may be established to work two rotating tours (i.e., 8:00 A.M. to 4:00 P.M.; 4:00 P.M. to 12 Midnight). The assignment of officers to this squad shall be as follows. Not fewer than one-half

of the squad members who volunteer for the assignment shall be assigned by seniority, provided they meet or exceed the performance standards, and qualifications, set by the Chief. The remaining assignments shall be made by the Chief, utilizing the same criteria. A member may be removed from this assignment if deemed as not meeting either or both of these criteria. In this event, the employee may request a review by a four member labor-management committee consisting of the Chief of Police and his/her designee along with the PBA President and his/her designee, which shall meet upon written request to monitor/discuss the matters pertaining to this new squad. The Town and PBA may agree in writing at any time upon any additional terms and conditions of a new patrol squad tour/shift established by the Chief pursuant to this paragraph.

7.12 The Town shall have the option of assigning personnel to a split shift in accordance with this section. The split shift shall be of one continuous eight hour period spanning the late evening to the early morning hours. Personnel for the split shift shall be reassigned from the 12 to 8 shift. An employee shall be notified and assigned to the split shift at least one week prior to the commencement of such assignment. Assignment of personnel to the split shift shall at no time create a below minimum staffing situation (three police officers and a sergeant) upon any shift. Shortage of personnel for the 12 to 8 shift will be covered by the assignment of additional personnel on overtime. Assignments to the split shift shall be by seniority on a rotating basis. Employees assigned to the split shift in the manner and as described herein shall not be entitled to overtime pay or change of tour compensation otherwise payable.

7.13 Police Officers shall be permitted to switch tours of duty provided that it:

- a. is approved in writing by the Chief or designee.
- b. does not result in any increased costs to the Town.
- c. does not disrupt normal police operations.

7.14 Insofar as its practicable, any change in relief officer scheduling will be done in writing no less than 96 hours in advance of the change and insofar as is practicable, the relief officer shall receive his/her work schedule not less than 10 days prior to the end of the previous month.

SECTION 8. RETIREMENT BENEFITS

8.1 The Town has made the provisions of Section 384-d of the Retirement and Social Security Law (optional twenty year retirement plan), New York State Retirement Plan Section 375(i), Section 384 subdivision (f) and (g) of the Retirement and Social Security Law (1/60th increased pension), Section 384 subdivision (e) of the Retirement and Social Security Law ("1/60th Bill", 1989 Session Laws Chapter 453), and Chapter 950 of the Laws of 1970 (twelve (12) months' final average salary) applicable to the employees, and taken the appropriate action to assume the additional cost thereof.

8.2 In order to be paid for unused accumulated sick leave, the employee must notify the Chief of Police in writing of the employee's intention to retire on a particular date. This notification must be no less than 45 days prior to the date of the adoption of the budget, but in no event, later than October 1st. The retiree shall receive the monies due under Section 7.2 a., provided that the required notice was given. If notice was not given, the payment will not be lost, but shall become payable 30 days after the commencement of the fiscal year for which the Town budgeted for the same or had the opportunity to do so. Time limits for notice may be waived by the Town in its sole discretion. ~~In the event of severe health or personal problems of an employee, these requirements shall not apply. In the event of death, the notice requirements shall not apply and the payment involved shall be made to the person or persons entitled thereto as soon after death as is possible.~~

8.3 At the Chief's discretion, which shall not be unreasonably withheld, the Town agrees to allow retiring employees to keep their issued service weapon at no cost to the officer.

SECTION 9. SALARIES

9.1 All newly hired Police Officers who have been certified by the Suffolk County Civil Service Commission or who may have previously been employed in another New York State Police jurisdiction shall be placed at the first year salary step as set forth below, unless otherwise agreed to by the parties hereto.

Police Officer - Salary Rates for Employees Hired Before December 31, 2011

Period of Service	1/1/10	1/1/11
First Year	\$41,102	\$42,335
Second Year	\$64,847	\$66,792
Third Year	\$75,808	\$78,802
Fourth Year	\$86,776	\$89,369
Fifth Year	\$101,272	\$104,310
Sergeant Salary Rate	\$119,089	\$122,662
Lieutenant Salary Rate	\$133,901	\$137,918

**Police Officer – Salary Rates for Employees Hired
On or After December 31, 2011**

Period of Service

First Year	\$42,335
Second Year	\$54,730
Third Year	\$67,125
Fourth Year	\$79,520
Fifth Year	\$91,915
Sixth Year	\$104,310

9.2 **Detective Duty.** Employees assigned to detective duty shall be paid additional salaries during the period of their assignments, in the amounts set forth in this Section, which additional salaries shall not, however, be included in such employee's salary for purposes of determining longevity pursuant to Section 10.

a. During the term of this Agreement:

- (i) The annual sum of \$700.00 during the first year of such assignment.
- (ii) The annual sum of \$1,200.00 during the second year of such assignment.
- (iii) The annual sum of \$1,800.00 during the third year of such assignment.
- (iv) An annual sum of \$3,450.00 during the fourth and subsequent years of such assignment.

b. Detectives assigned to the detective division shall receive additional compensation at the rate of 1.5 hours straight time for every eight hours on call. If, during the assigned period, the detective is called to duty, he/she shall forego compensation under this Section and be compensated consistent with Section 13.1.

9.3 Tour Differential

a. A \$4,050 per annum amount as a tour differential shall be granted each employee who works three tours around the clock or a steady night tour.

b. A \$2,460 per annum amount as a tour differential shall be granted each employee who works two rotating tours of duty. Effective December 31, 2011, this per annum amount shall become \$2,560.

c. If an employee who is not normally scheduled to work three rotating tours of duty should, over the course of the calendar year, work 20% of his/her tours between 12:00 A.M., and 8:00 A.M., the employee shall be entitled to full tour differential instead of partial differential.

9.4 D.A.R.E. Stipend

A Police Officer assigned as the D.A.R.E. instructor shall receive a yearly stipend of \$1,000. This stipend is not available to detectives or superior officers.

SECTION 10. LONGEVITY PAY

10.1 All employees shall receive additional compensation based upon length of service as follows:

a. Employees with at least 10 years but less than 15 years of service shall receive a salary increase of 5%.

b. Employees with at least 15 years but less than 18 years of service shall receive a salary increase of 6%.

c. Employees with 18 or more years of service shall receive a salary increase of 7%.

d. Such additional compensation as provided in this Section shall commence on the first day of the month in which an employee becomes eligible therefor.

SECTION 11. COLLEGE CREDIT

11.1 Employees shall receive additional compensation based upon successful completion of police science sources qualifying for credit toward an Associate Degree in police science in an accredited college or university as follows:

a. An employee successfully completing 30 hours shall receive a salary increase of 1% of base salary.

- b. An employee who has received an Associate Degree in Police Science shall receive a salary increase of 2% of base salary.
- c. An employee requesting additional compensation as provided in this Section shall present to the Supervisor a letter or certificate executed by an official of the college or university as proof of his/her eligibility therefor. Additional compensation shall commence on the first day of the month after which the employee becomes eligible.

SECTION 12. HOSPITALIZATION

12.1 The Town agrees to make available to the employee the group health insurance plans provided by the State of New York. The Town shall pay 100% of the premium applicable to benefits afforded to both the employee and his/her dependents. In the event of an employee's death, the Town will pay the present hospitalization for a period of one year or for the remaining term of this contract, whichever is longer after the death, on behalf of the deceased's family.

12.2 Health Insurance Declination Bonus. Employees may opt out of the health insurance program in whole or in part for a full year by completing the appropriate form furnished by the Town. An employee opting out of the health insurance program in whole or in part shall be paid 50% of the premium savings, provided the employee maintains the employee's waiver (remains out) for a full year. Payments shall be subject to all usual payroll deductions and shall be made on or about December 15 of each year.

Employees electing to waive coverage must do so by filing their forms no later than November 30 in any year, with the provisions of this section taking effect on the next January 1. Once a waiver form has been filed with the Town, the waiver shall continue to be in effect from year to year thereafter until the employee elects to reenroll and the employee shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

It is understood that once an employee has waived coverage for a particular year, the employee may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the Town's flexible spending plan and applicable laws and regulations. Emergency shall include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer.

Reinstatement of coverage for the succeeding year may be made by notifying the Town in writing no later than November 30 to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph,

but the reinstatement shall be subject to whatever requirements or deadlines are imposed by the State health insurance program. If reinstatement occurs during a waived year due to emergency, the employee will repay, prorata, any amount already forwarded to the employee in return for the waiver, by payroll deduction.

SECTION 13. COMPENSATION FOR COURT ATTENDANCE AND OVERTIME WORK

13.1 In the event that an employee is required to be present in any court proceeding as a witness during off-duty hours, or is called in to work during his/her normal time off, the employee shall be compensated at the rate of 1½ times the normal rate of salary or, at the option of the employee, shall be given compensatory time off at the same rate. Employees, when required to perform duty as provided in this Section shall receive a minimum of four hours compensation at their normal rate of salary. Proof of time spent for Court appearances shall be certified to the Justice or Clerk of the Court and filed by the employee with the Supervisor.

13.2 When an employee is required to be on duty beyond his/her normal tour, he/she shall be compensated at one and one-half times the normal rate of pay or compensatory time at the same rate.

13.3 Overtime worked between January 1st and May 31st shall be paid on June 15th. Overtime worked between June 1st and November 15th shall be paid on December 1st. Any unpaid overtime accrued from November 15th to December 31st shall be paid on January 15th.

13.4 Effective as soon as is practicable following August 8, 2006, a request for payment for overtime is to be submitted as part of a timely submitted biweekly time sheet and shall be paid as part of the next bi-weekly paycheck.

SECTION 14. DEATH OF EMPLOYEE

14.1 The Town agrees to continue to provide the death benefits provided by Section 208-b of the General Municipal Law.

14.2 The Town agrees that any and all benefits to which an employee is entitled at the time of his/her death shall be paid to his/her estate as soon as possible after his/her death.

SECTION 15. BENEFIT PLAN

15.1 Dental/Optical Insurance Benefits

The Town shall provide the Employees with the CSEA Package 7 Benefit Plan that is provided for CSEA unit members, pursuant to the same terms, conditions, and contribution levels, if any, as exist from time to time for those members.

15.2 AFLAC

The Town shall provide unit members with voluntary payroll deduction options for the Aflac Personal Cancer Plan Policy and the Aflac Personal Accident Expense Policy at no cost to the Town. Prior to availing him/herself of an Aflac payroll deduction benefit, the employee must execute an agreement, prepared by the Town, pursuant to which the employee shall agree to indemnify and save and hold harmless the Town and any of its employees, representatives and/or officers (collectively "employees") against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken or not taken by the Town or any of its employees for the purpose of complying with this provision.

SECTION 16. EMPLOYER-EMPLOYEE RELATIONS AND GRIEVANCE PROCEDURE

16.1 The Town agrees to establish a committee to meet when necessary with a similar committee to be established by the PBA for the purpose of dealing with employee grievance and working conditions and other matters as affect the Department and its employees.

16.2 Any non-disciplinary grievance arising out of the interpretation of this Agreement shall be resolved by the following procedure.

Step 1: The employee shall, within 10 days of an occurrence that is alleged to have violated the Agreement, within 10 days of his/her discovering the occurrence, submit his/her grievance in writing to the Chief of Police. The Chief of Police shall issue a written reply to said grievance within 10 days of its receipt. The employee shall have the right to proceed to the next Step in the event that a timely decision is not rendered.

Step 2: Within 10 days of receipt of the Chief's written reply or within 10 days of the date on which the reply should have been issued, the employee may appeal to the Police Commissioner. Failure to appeal on a timely basis shall be deemed to be a withdrawal of the grievance. The Police Commissioner shall consider the grievance and issue a written reply within 10 working days of receipt of the appeal.

Step 3: In the event that the PBA is not satisfied with the Step 2 decision, or in the event that a Step 2 decision is not timely rendered, the PBA may submit the grievance to binding arbitration by filing a request for same, on written notice to the Town Attorney's office, within 10 working days. Failure to appeal on a timely basis shall be deemed to be a withdrawal of the grievance. The arbitrator shall be selected by, and the hearing conducted pursuant to, PERB's arbitration rules.

SECTION 17. DISCIPLINE AND BILL OF RIGHTS

17.1 The parties agree that they will comply with the applicable provisions of law with respect to disciplinary matters involving the employees.

17.2 All members covered by this Agreement shall be entitled to the protection of what shall be hereafter termed the "Bill of Rights".

~~a. All charges or actions taken against an employee covered by this Agreement which may lead to disciplinary measures must be made in writing and signed by the Complainant.~~

b. The employer has established the following procedures to govern the conduct and control of internal police investigations.

The wide ranging powers and duties given to the Town Police Department and its members involves them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of employees. These questions often require immediate investigations by the employer or its designee, usually the Police Chief or other superior officer. In an effort to insure that these investigations are conducted in a manner which is constructive to good order and discipline, the following procedures shall be followed:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation mandate otherwise. Where practicable, interrogations should be scheduled for the day time and the reassignment of the employee to the day shift shall be employed. If overtime as herein above defined, is incurred by reason of such interrogation, the employee shall be given overtime compensation as set forth in this Agreement.

(2) The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the command to which the investigating officer is assigned or at Police Headquarters.

(3) If an employee is directed to leave his post and report for interrogation to another location, his/her immediate supervisor and the radio desk shall be promptly notified of his whereabouts.

(4) The employee shall be informed of the rank, name and command of the officer in charge of the investigations, as well as the rank, name and command of the interrogating officer and of all persons present during the interrogation, and shall be advised of the right to an adjournment in order to have counsel and/or Association representative present.

(5) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of the complainant and/or witness need not be disclosed; however, sufficient information to reasonably apprise the employee of the allegations shall be provided.

(6) The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

(7) The employee shall not be subjected to any offensive language, nor be threatened with transfer, dismissal or other disciplinary punishment. No promises or reward shall be made as an inducement to answering questions.

(8) The complete interrogation of the employee shall be recorded mechanically or by a stenographer. All recesses called during the questioning shall be recorded. The employee or his/her counsel shall be entitled to a copy of the tape recording and/or a transcript of such stenographic record within a reasonable time after such interrogation.

(9) The law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a Superior Officer or employer about his/her employment or matter relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the Police Department, the employer shall advise the employee and afford an opportunity for the employee, if he/she so desires, to consult with counsel and/or with a representative of the Association before being questioned concerning a serious violation of law or the Rules and Procedures, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 A.M. of the day following the notification of interrogation. The employee shall have the right to have counsel and/or an Association representative present to assist during the interrogation.

SECTION 18. PERSONNEL RECORDS

18.1 Any employee shall be entitled to examine his/her personnel file upon making request therefor to the Chief of Police, or other officer in charge, in his/her absence.

18.2 Upon request, any employee shall be furnished with a copy of any nonconfidential material in his/her personnel file.

18.3 Only one employee personnel file shall be maintained which shall contain all material with respect to such employee.

18.4 No material derogatory to an employee, his/her conduct, character or service shall be placed in his/her personnel file unless he/she has been given an opportunity to examine it and affix his/her signature thereon, which signature shall indicate that the employee has examined it and shall not be deemed to indicate that the employee in any way consents or agrees with the contents. The employee may place in such personnel file a written answer to any derogatory material in the file within 10 working days after receiving notification of the proposed inclusion of the material in the file.

18.5 If an employee is the subject of charges and specifications by an administrative hearing or a Court of competent jurisdiction, the only documents to be placed in the employee's personnel file shall be the charges and specifications, the hearing record and related evidence and the final adjudication thereof. Upon the consent of the employee, the PBA, upon request, should be advised of the status, progress and outcome of this matter.

SECTION 19. AMENDMENTS

19.1 Any changes or amendments to this Agreement shall not become effective unless the same are in writing signed by the parties.

SECTION 20. NO STRIKE PLEDGE

20.1 The PBA does hereby affirm that it does not assert the right to strike against any Government nor to assist or participate in any such strike, or to impose any obligation, to conduct, assist or participate in such a strike.

SECTION 21. UNIFORM CLEANING AND UNIFORM EQUIPMENT ALLOWANCE

21.1 The Town agrees to pay the entire cost of dry cleaning of all wearing apparel in connection with the police uniforms except washable items. The Town shall select an appropriate dry cleaning service. The employee shall use the cleaning service selected by the Town.

21.2 Employees assigned for uniformed duties shall have available the annual sum of \$400.00 (effective January 1, 2011, \$700) as a uniform and equipment allowance.

21.3 Employees assigned to a non-uniformed duties shall have available the annual sum of \$700.00 (effective January 1, 2011, \$1,000) as a clothing and equipment allowance.

21.4 Any unused allowance as outlined above will be credited to next year's clothing allowance but may not be accumulated beyond the subsequent year.

21.5 Dive Team Uniform and Equipment Allowance. Not more than five employees designated by the Chief as members of the Dive Team and who are certified divers shall receive the annual sum of \$600, to be prorated by complete months assigned during the year, as a stipend to be paid in December.

SECTION 22. LEGISLATIVE APPROVAL

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

SECTION 23. APPORTIONMENT OF BENEFITS

23.1 In the event that the employment of an employee is terminated by reason of retirement, resignation or other cause, all benefits provided herein shall be prorated up to the date of termination.

SECTION 24. ADDITIONAL COMPENSATION

24.1 In the event an employee is entitled to additional compensation for Court attendance, overtime work or other purposes, the rate of compensation shall be based upon 239 days or 260 days, whichever number of days per year the employee is assigned in accordance with Section 7.11(a).

SECTION 25. STAFF MEETINGS

25.1 The employees agree that the Chief of Police shall have the right to schedule not more than three, with no more than one meeting per trimester, staff meetings of the employees with the rank of sergeant and above in each calendar year for periods not to exceed three hours each, for which no compensation shall be paid to the employees, at which meetings police matters may be considered.

SECTION 26. ETHICS DISCLOSURE

26.1 The Lieutenant and Administrative Officer must comply with the disclosure requirements set forth in the Town of Southold Ethics Law.

SECTION 27 CANINE UNIT

27.1 In the event that the Town creates a canine unit, the PBA shall have the right to make a timely request that the Town engage in impact negotiations regarding the terms and conditions of employment for employees assigned to that unit.

11/5/12

SECTION 28. TERM OF AGREEMENT

28.1 The term of this Agreement shall be two years to become effective January 1, 2010 and terminate on December 31, 2011.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ___ day of _____ 2012.

SOUTHOLD TOWN POLICE
BENEVOLENT ASSOCIATION, INC.

TOWN OF SOUTHOLD

By: Joseph S Wysocki
President

By: Scott A. Russell
Supervisor

JOSEPH S WYSOCKI Scott A. Russell