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POL 7471

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF SOUTHAMPTON

AND

THE PATROLMAN'S BENEVOLENT ASSOCIATION OF SOUTHAMPTON TOWN, INC.

1/1 12/31  
2004 - 2008

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

APR 14 2009

**ADMINISTRATION**

Approximately  
100

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AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TOWN OF SOUTHAMPTON, a political subdivision of the State of New York, having its principal place of business in the Town of Southampton, County of Suffolk and State of New York (hereinafter referred to as the "EMPLOYER"), and the PATROLMAN'S BENEVOLENT ASSOCIATION OF SOUTHAMPTON TOWN, INC., a corporation, having its principal place of business at Hampton Bays, Town of Southampton, County of Suffolk and State of New York (hereinafter referred to as the "Association");

WITNESSETH:

WHEREAS, the parties agree to make and arrange the terms and conditions under which Police Officers, Sergeants, Detectives, Lieutenants and Captains shall work and perform their duties; and

WHEREAS, the Patrolman's Benevolent Association of Southampton Town, Inc., was, on the 27th day of October, 1968, certified by the Town of Southampton as the representative for the purpose of collective bargaining of all Police Officers, Sergeants, Detectives, Lieutenants and Captains employed by the Police Department of the Town of Southampton; and

WHEREAS, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to such employees of the Police Department of the Town of Southampton and their conditions and standards of employment;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises as herein contained, the parties hereto bind themselves and agree as follows:

**ARTICLE I - SCOPE AND RECOGNITION**

SECTION 1 - Scope of Agreement - The Collective Bargaining Agreement shall encompass the rate of wages and conditions of employment of all employees of the Town of Southampton Police Department who have the designation of Police Officer, Sergeant, Detective, Detective Sergeant, Lieutenant and Captain.

SECTION 2 - Association Duties - The Patrolman's Benevolent Association of Southampton Town, Inc., obligates itself, for its members and for all employees of the Southampton Town Police Department for whom it is the bargaining representative, that they, and each of them, will faithfully perform all of the terms and conditions of the Agreement on their parts to be performed.

SECTION 3 - Recognition - The EMPLOYER recognizes the ASSOCIATION as the bargaining agent and representative for all Police Officers, Sergeants, and Detectives, Lieutenants and Captains employed in the Police Department of the Town of Southampton, New York.

## ARTICLE II - REMUNERATION

### SECTION 1 -

A. Wages - The rate of annual wages paid in semi-monthly installments for the duration of the Agreement, for all members of the Southampton Town Police Department covered by this Agreement, shall be as set forth in the annexed schedule and made a part hereof as if herein set forth at length and with the same force and effect. Any member hired on or before June 30th of any year shall receive a pay step increment on the January 1st next succeeding. Any member hired on or after July 1st of any year shall receive a pay step increment on the January 1st of the second succeeding year.

Effective September 20, 1996, two new steps (academy rate and start rate) shall be added to the salary schedule. The academy rate shall be for the first nine (9) months of employment and shall include time spent in field training. The start rate shall be the twelve (12) months following the nine (9) month academy step. Both the academy rate and the start rate shall be frozen through December 31, 1996. Employees not requiring academy training shall commence work at the start rate.

Effective January 1, 2001, except as otherwise provided in this Agreement, for employees hired on or after January 1, 2003, with the exception of Detectives, the steps in the salary schedule shall be as follows:

Academy  
Start  
Step 1  
Step 2  
Step 3  
Step 4  
Step 5  
Step 6  
Sergeant  
Lieutenant  
Captain

B. 1. The new Step 4 shall be set at the existing Step 3 rate plus one-third of the difference between existing Steps 3 and 4.

2. The new Step 5 shall be set at the existing Step 3 rate plus two-thirds of the difference between existing Steps 3 and 4.

3. The new Step 6 shall be equal in amount to Step 4 of the existing schedule.

C. 1. Employees hired prior to January 1, 2001 shall continue on the existing

schedule:

Academy  
Start  
Step 1  
Step 2  
Step 3  
Step 4  
Sergeant  
Lieutenant  
Captain

2. Employees hired between January 1, 2001 and December 31, 2002 shall be paid on the revised schedule but omitting Step 5.

D. A new salary schedule shall be established for Detectives and Detective Sergeant as follows:

Detective, First Year	—	Top P.O. Step + \$1,000
Detective, Second Year	—	Top P.O. Step + \$2,000
Detective, Third Year	—	Top P.O. Step + 7 percent
Detective Sergeant	—	Sergeant Salary + 7 percent of Top P.O. Step

E. The salary schedules provided above shall be increased by the following percentages:

Effective January 1, 2004, increase all wages by 4.0%  
Effective January 1, 2005, increase all wages by 4.0%  
Effective January 1, 2006, increase all wages by 4.1%  
Effective January 1, 2007, increase all wages by 3.9%  
Effective January 1, 2008, increase all wages by 3.9%

SECTION 2 - Longevity - The EMPLOYER shall pay to each member longevity, in addition to salary scale, as follows:

A. Effective January 1, 2004:

(1) Five (5) years service	\$2,600.00
(2) Ten (10) years service	\$3,150.00
(3) Fifteen (15) years service	\$3,700.00
(4) Twenty (20) years service	\$3,900.00



(5) Twenty-one (21) years service	\$4,100.00
(6) Twenty-two (22) years service	\$4,300.00
(7) Twenty-three (23) years service	\$4,500.00
(8) Twenty-four (24) years service	\$4,700.00

B. Effective January 1, 2005:

(1) Five (5) years service	\$2,750.00
(2) Ten (10) years service	\$3,300.00
(3) Fifteen (15) years service	\$3,850.00
(4) Twenty (20) years service	\$4,050.00
(5) Twenty-one (21) years service	\$4,250.00
(6) Twenty-two (22) years service	\$4,450.00
(7) Twenty-three (23) years service	\$4,650.00
(8) Twenty-four (24) years service	\$4,850.00

C. Effective January 1, 2006:

(1) Five (5) years service	\$2,900.00
(2) Ten (10) years service	\$3,450.00
(3) Fifteen (15) years service	\$4,000.00
(4) Twenty (20) years service	\$4,200.00
(5) Twenty-one (21) years service	\$4,400.00
(6) Twenty-two (22) years service	\$4,600.00
(7) Twenty-three (23) years service	\$4,800.00
(8) Twenty-four (24) years service	\$5,000.00

D. Effective January 1, 2007:

(1) Five (5) years service	\$3,050.00
(2) Ten (10) years service	\$3,600.00
(3) Fifteen (15) years service	\$4,150.00
(4) Twenty (20) years service	\$4,350.00
(5) Twenty-one (21) years service	\$4,550.00
(6) Twenty-two (22) years service	\$4,750.00
(7) Twenty-three (23) years service	\$4,950.00
(8) Twenty-four (24) years service	\$5,150.00

E. Effective January 1, 2008:

(1) Five (5) years service	\$3,200.00
(2) Ten (10) years service	\$3,750.00
(3) Fifteen (15) years service	\$4,300.00
(4) Twenty (20) years service	\$4,500.00

(5) Twenty-one (21) years service	\$4,700.00
(6) Twenty-two (22) years service	\$4,900.00
(7) Twenty-three (23) years service	\$5,100.00
(8) Twenty-four (24) years service	\$5,300.00

The check for the longevity will be paid to each member in a separate check payable on the second (2nd) pay period in November. Longevity shall be pro rated on a partial year basis computed at the rate of one-twelfth of full benefit per month for each month or part thereof of service.

All service is to be computed from date of employment as a full time police officer, whether or not Civil Service Certified, with the Southampton Town Police Department, or any other police department from which the member transferred, to the Southampton Town Police Department. For the purpose of this Section, date of employment shall be considered the date the employee became a sworn member of any police department, as defined under Section 1.20, Subdivision 34, of the Criminal Procedure Law. For employees hired on or after January 1, 1984, prior service credit shall only be granted for a direct transfer without examination pursuant to Suffolk County Civil Service rules and regulations. Any employee who is recruited via the examination process shall in all future instances be treated as a new employee. Where an employee temporarily works in any capacity other than as a sworn police officer, said interruption of service shall be deducted from the employees seniority as a police officer. A member who reaches a longevity step on or before June 30th shall receive longevity entitlement as if their anniversary date was the first day of January of that year. A member who reaches a longevity step on or after July 1st, shall receive longevity entitlement no later than the January 1st immediately succeeding that anniversary date.

For employees hired after January 1, 1985, longevity time to commence on Civil Service date of employment with Southampton Town Police Department.

SECTION 3 - Night Differential - Employees assigned to rotating shifts shall be paid night differential in accordance with the following formula. Night differential shall be prorated and credited only for those months in which an officer is scheduled to work rotating tours and actually works (with the exception of paid leave time) at least 50 percent of his/her scheduled night tours (afternoon and midnight).

A. Effective January 1, 2004, an employee assigned to three shift rotation shall receive \$4,060 per annum as night shift differential.

B. Effective January 1, 2004, an employee assigned to two shift rotation shall receive \$3,350 per annum as night shift differential.

C. Effective January 1, 2005, an employee assigned to thee shift rotation shall receive \$4,130 per annum as night shift differential.

D. Effective January 1, 2005, an employee assigned to two shift rotation shall receive \$3,400 per annum as night shift differential.

E. Effective January 1, 2006, an employee assigned to three shift rotation shall receive \$4,200 per annum as night shift differential.

F. Effective January 1, 2006, an employee assigned to two shift rotation shall receive \$3,450 per annum as night shift differential.

G. Effective January 1, 2007, an employee assigned to three shift rotation shall receive \$4,270 per annum as night shift differential.

H. Effective January 1, 2007, an employee assigned to two shift rotation shall receive \$3,500 per annum as night shift differential.

I. Effective January 1, 2008, an employee assigned to three shift rotation shall receive \$4,340 per annum as night shift differential.

J. Effective January 1, 2008, an employee assigned to two shift rotation shall receive \$3,550 per annum as night shift differential.

Night Differential shall be paid semi-annually in the first pay period in June and the second pay period in November.

K. Midnight Tour Commander

Effective January 1, 2005, any sergeant who works the midnight tour when no superior officer of a higher rank is on duty shall receive an additional payment of fifteen (\$15.00) dollars for each full midnight tour of duty he/she works. A maximum of one sergeant who is serving as the duty officer shall be eligible for this differential on each midnight tour of duty.

SECTION 4 - Detectives Compensation -

A. Effective January 1, 1992, Detectives shall receive payment in the amount of \$3,100 as Detective's differential.

B. Effective January 1, 1993, Detectives shall receive additional Detective's differential in the amount of \$3,300.

C. Effective January 1, 1994, Detectives shall receive additional Detective differential in the amount of \$3,500.

D. Effective July 1, 1996, Detectives shall receive additional Detective differential in the amount of \$3,900 per year.

E. Effective January 1, 1992, Detectives shall receive standby pay in the amount of one (1) hour for every eight (8) hours that a Detective is placed on a standby or on-call status in addition to any differentials paid to Detectives herein.

F. Detectives shall receive additional differential to be determined in accordance with the following formula:

Employees civil service annual rate plus detective differential.

G. Detective compensation herein shall be payable in 24 equal installments together with the payment of semi-monthly wages commencing the first pay period after assignment.

H. Commencing January 1, 1992, Detectives newly assigned to the division shall be placed in a grade system, as follows:

During first year - \$1,000.00 differential

During second year - \$2,000.00 differential

During third year - Full Detective's differential

Detectives assigned to the detective division on or before 01/01/92 shall be paid Detective Differential as provided for in paragraphs A-F, and should they be transferred out of the division and subsequently transferred back into the division, they would retain their prior time consideration.

SECTION 5 - Overtime - Overtime pay and related benefits shall be implemented as follows:

A. Overtime shall be defined as any work performed in excess of the employees basic work week (40 hours) or beyond the employees regularly scheduled daily tour of duty.

B. All employees shall be compensated for overtime work performed at the rate of time and one-half of the employees hourly rate for all such work performed with full benefits. For the purpose of computing overtime of all employees regardless of schedule or assignment, the members hourly rate shall be determined by dividing the annual salary by 1,856. Effective September 20, 1996, employees' hourly rate of pay shall be calculated incorporating into base pay longevity pay, night differential pay and holiday pay earned the previous calendar year. The employee shall have the option of converting overtime pay credits to compensatory time at the rate of time and one-half to a maximum total of accrued compensatory time of twenty-four (24) hours. Any additional overtime credit accrued must be taken in money compensation until the employees accrued compensatory time falls below twenty-four (24) hours. Effective January 1, 1998, the maximum total of accrued compensatory time shall be increased to thirty-two (32) hours. Civil Court compensatory time and veterans compensatory time for Veterans and Memorial Day shall in no way be affected by this Section and accrual of same shall continue in accordance with past practice.

C. All overtime shall be allocated from a list with all employees having an equal opportunity for overtime. The overtime list shall be prepared from within ranks and from those employees who in writing have indicated a desire to work overtime. The established list shall have a validity of three months and shall be re-established on a quarterly basis. Preference for overtime assignment shall be given to the squad going off duty following the day shift and the evening shift. This shall not preclude the employer at employer's option from offering the opportunity to an employee who is completing a midnight tour. In compliance with this Section, an overtime tour during the day shift in the instance of special assignment or a tour of limited duration may be scheduled. Employees on light duty shall be excluded from overtime assignments except as otherwise directed by the Chief of Police. Any employee who has expressed a desire not to work overtime shall be excluded, except that the Chief of Police has the right to required employees to work overtime if staffing or emergency conditions exist. Overtime under these conditions would be by seniority.

D. Seasonal and/or part-time employees shall not be used for overtime work unless all available members of the bargaining unit refuse overtime.

E. Special events defined as carnivals, fairs, marathons, triathalons, traffic control, parades and natural disasters shall be exempted from the overtime list limitations.

F. Temporary vacancies in routine year round permanent sectors shall be filled from the overtime list before special and/or part-time employees are used.

G. Minimum time off - any employee not having at least 48 consecutive hours off during any period shall be compensated at the rate of time and one half for all hours worked in excess of the minimum time off between shifts. This section shall pertain only to the members working the extra pay-back tour on the summer holiday weekends (Memorial Day, 4th of July, and Labor Day) and the pay-back tour on Halloween.

Commencing January 1, 1993 any additional time (as above) for training day schedules would be included.

H. Any and all overtime earned will be paid in the pay period immediately following the date that the overtime voucher is submitted provided the said voucher is submitted seven (7) calendar days prior to payday. If said voucher is not submitted at least seven (7) calendar days prior to payday, it shall be payable in the next pay period.

I. Employees must submit overtime vouchers within thirty (30) actual working days from the date of accrual.

## SECTION 6 - Recall

A. In the event that a member of the Southampton Town Police Department shall be called in for duty, including any criminal court time, when scheduled to be off duty, then that

member shall be entitled to a minimum of four (4) hours pay at the rate of one and one-half times regular pay with full benefits. In the event that the member works more than four (4) hours under the above circumstances, the member shall be entitled to one and one-half times regular pay for the actual time worked with full benefits. The member's time shall be determined from the time called at home until the time the member reaches home after the assignment, not to exceed thirty (30) minutes either coming to or going from the assignment.

In the event that a member receives notice that recall has been canceled less than twelve (12) hours prior to the scheduled recall to duty, the member shall be entitled to the minimum pay provisions of this Section.

The provisions of this Section shall include court time that occurs at the commencement of, or the conclusion of, the member's regularly scheduled daily tour of duty. Court time shall include appearances before administrative agencies.

B. Standby pending emergency recall of patrol personnel whereby members are required to be available by telephone to report for duty on short notice, shall be considered as being on-duty, except that remuneration shall be at one-half the straight time rate for those hours while on such standby status.

#### SECTION 7 - Additional Duty Pay

A. Performance of Duty During Off-Duty Hours - If an employee performs authorized duties during off-duty hours within the Town of Southampton, the employee shall be entitled to overtime compensation for time actually spent, any insurance coverage which the employee would have had if on duty at the time, and expenses incurred in performing such duty. Any assistance or testimony subsequently required of the employee in civil and criminal proceedings, administrative proceedings, etc., resulting from the off-duty action taken by the employee, shall be compensated pursuant to the applicable provisions of the contract. Effective July 1, 1997, if an officer performs authorized duties during off-duty hours outside the Town of Southampton, the Town Board shall, on a case by case basis, determine if insurance coverage shall be provided. A determination that coverage shall not be provided in a given case shall be subject to arbitration in accordance with the grievance procedure of the collective bargaining agreement.

B. Performance Out of Rank - An employee who is assigned by express order to perform the duties of a higher ranking officer for five consecutive tours of duty or more (except during the period December 23 to January 5 wherein the previous ten tour threshold shall continue) shall be additionally compensated in an amount equivalent to the difference between the rate being paid the higher rank, and the rate being paid the rank the employee is actually holding. Effective September 20, 1996, the designation period for out of title pay shall be decreased to three (3) days. When there is no assigned sergeant or lieutenant during a tour, the senior police officer in that squad shall act as squad sergeant.

Any individual assigned to perform the duties of higher ranking officer shall not be

removed from that assignment solely for the purpose of avoiding the payment of additional compensation for such duties. In no event is this clause intended to replace, circumvent, or otherwise alter the rules and regulations of the local and State Civil Service Commission. The benefits of this clause are defined merely to compensate employees for extra duties performed due to temporary shortage in personnel.

C. Field Training Officers - An employee who has been trained as a Field Training Officer shall receive ½ hour overtime compensation each day that that officer is actually engaged in "Field Training" activities.

SECTION 8 - Mileage Allowance - When an employee must use an employees vehicle during the performance of duties, the employee shall be paid a mileage allowance in accordance with the mileage allowance established by Town Board resolution. The provisions of this Section are applicable only when the employee is required to leave the territorial boundaries of Southampton.

SECTION 9 - Subpoena Fees - Whenever a member of the Department covered by this Agreement is subpoenaed in a civil action, as a result of police duty performed within the Town of Southampton, all fees for attendance as a witness are to be retained by such member, who shall provide personal transportation. The member attending a civil trial, whose presence is demanded by subpoena, shall be credited by the Department with compensatory time off equal to the amount of the time spent by the member in court, only if the time spent was during the member's off-duty time. Civil Court compensatory time shall not be computed into the employees thirty-two (32) hour compensatory time maximum as provided for in Article II, Section 5, Paragraph B.

SECTION 10 - Meal Allowance - Members assigned to attend school out of the Town of Southampton on an overnight basis shall be paid, upon submission of an appropriate voucher, a maximum per diem rate of \$40.00 as a meal allowance and the Town shall provide the full cost of travel and lodging at no expense to the member.

SECTION 11 - Street Crime Differential - Any member assigned to the Street Crime Unit shall receive a differential of \$750.00 per annum. Street Crime Differential shall be paid to the member in a separate check payable on the second (2nd) pay period in November.

SECTION 12 - Highway Patrol Differential - Any member assigned to the Highway Patrol unit shall receive a differential of \$500.00 per annum. Highway Patrol Differential shall be paid to the member in a separate check payable on the second (2nd) pay period in November.

SECTION 13 - B.M.P. Instructors Differential - Any member qualified as a B.M.P. (Bureau of Municipal Police) Instructor shall receive a differential of \$500.00 per annum, provided the member actually performs the duties of an instructor during the year. B.M.P. Instructor Differential shall be paid to the member in a separate check payable on the second (2nd) pay period in November.

### ARTICLE III - BASIC WORK WEEK

SECTION 1 - Work Week and Tours of Duty - The regular hours of work and work schedule may be established and changed by the Chief of Police as follows:

A. Uniform Patrol Force (Rotating Shifts) - For employees hired prior to January 1, 2003, employees shall be assigned to a 232 day work schedule with at least two (2) consecutive days off each week. The schedule for patrol shall consist of a 218 day repeat patterns work chart with additional plug in days not to exceed 232. For employees hired on and after January 1, 2003, the following shall be substituted for 232 days, except as otherwise provided in the Agreement:

First year of employment	-	240 days
Second year of employment	-	240 days
Third year of employment	-	236 days
Fourth year of employment	-	232 days

Employees hired in 2003 prior to July 29, 2003 shall not be scheduled more than one additional day a month to meet the 240-day schedule in their first year of employment.

Plug in days shall be scheduled prior to vacation selections. Plug in days are defined as those days in excess of the sum of scheduled days, pay back days and training days up to a maximum of 232 days. Plug in days: shall be scheduled between 1/1 and 5/5, 9/15 and 12/31; shall not trigger overtime; and shall consist of seven (7) hour tours without a meal period. The four (4) major holidays shall be protected and plug in days shall be used on other 48 hour swings.

In addition thereto, each squad shall be required to work up to nine (9) additional "pay back" duty tours to be scheduled between the period commencing with the weekend before the Memorial Day weekend and terminating the weekend after Labor Day. In addition, the employer shall have the right to schedule employees for a "pay back" tour on Halloween night. "Pay back" tours shall be scheduled in accordance with the following standards and restrictions:

1. "Pay back" tours shall be of 7 hours duration without a meal period.
2. "Pay back" tours shall be scheduled on Saturdays and Sundays only except as otherwise provided herein and there shall be no more than one such tours scheduled on any given weekend for any employee.
3. If a summer holiday (Memorial Day, Independence Day (celebrated) and Labor Day) fall on a Friday or a Monday, the employer shall have the right to schedule "pay back" days as follows:
  - a. If the holiday falls on Friday, said tours may be scheduled on Friday, Saturday, and Sunday.



b. If the holiday falls on Monday, said tours may be scheduled on Saturday, Sunday and Monday.

c. This shall not permit scheduling of additional "pay back" tours and the restriction of one such tour per weekend per member will remain in effect.

B. In addition, each employee may be required to attend up to four (4) training days. Effective September 20, 1996, training days shall be scheduled on Mondays after the prior 4:00 p.m. to midnight shift or Tuesdays after the prior 8:00 a.m. - 4:00 p.m. shift. Said training shall not result in overtime. Effective July 1, 1997, officers directed to attend training outside the Town of Southampton shall receive straight time compensatory time for travel which extends the work tour beyond eight hours. The maximum travel time shall be 90 minutes round trip within Suffolk County and 180 minutes round trip outside Suffolk County. Example: if Officer A receives seven hours of training in Babylon and his round trip travel from Police Headquarters to Babylon is 120 minutes, the officer shall be credited with thirty (30) minutes of travel time.

C. If the Chief of Police wishes to alter the patrol work schedule the following procedure shall apply:

1. Sixty (60) days written notice to the P.B.A. to commence formal negotiations on the subject.

2. If no agreement is reached within sixty (60) days the Town may request binding Interest Arbitration on the issue.

3. The criterion for altering the work chart is that it is currently unworkable (i.e. inefficient).

4. A new work schedule may not be implemented unless and until an Arbitration Award is issued.

D. Lieutenants shall work the attached duty chart of 232 days but will be permitted to change their schedule, at their discretion, to perform the administrative duties assigned to them by the Chief of Police.

E. Detectives shall work the attached duty chart of 232 days and will receive "chart days" off for any additional days over 232. The use of said "chart days" shall continue to be accomplished by the method presently in effect in the Detective Division. However, only one (1) day per month, for each Detective, may be utilized and if the Chief of Police deems this practice unworkable, he reserves the right to change the method of selection, upon reasonable notice to the P.B.A.

F. Headquarters Personnel - Staff personnel working a straight day shift shall continue to work the present schedule in effect but shall be entitled to 15 "chart days" and will

continue the practice of having Holidays off when the holidays fall during the week. If a holiday should fall on a weekend and it isn't observed on the Friday or Monday immediately adjacent to the weekend, Headquarters personnel shall be entitled to an additional 8 hours compensatory time.

The above referenced "chart days" will be assigned as follows:

One (1) day per month during the period beginning June 1st and ending August 31st, and two (2) days per month during other times. These days shall be assigned prior to the vacation holiday picks.

During an employees final year, "chart days" will be pro rated for those months the employee is working until the month the employee actually retires, by the above formula.

G. Street Crime, J.A.B., Highway Patrol and any other assignments not working the Patrol Duty Chart shall be similarly scheduled so as to insure a 232 day work year. The Chief of Police or his designee shall have the discretion to change such schedules to meet departmental mission.

H. The P.B.A. President shall have the option of working straight day tours.

I. a. The Town and PBA agree to form a committee to jointly explore implementation of an alternate work schedule to be effective, on an experimental basis, January 1, 2006, or on such other date as may be agreed upon.

b. The alternate schedule shall meet the criteria of increasing productivity in the department, providing police coverage throughout the Town, enhancing the morale of the membership of the Department and reducing sick leave usage.

c. The work schedule shall consist of 234 annual tours per member and recognize the particular needs of the Department, including the seasonal nature of the community and its attendant consequences.

d. The change in the work schedule, if implemented, shall not, however, affect the calculation of the overtime compensation or the daily rate of pay calculation, which shall remain at 232 days per year.

e. The committee shall consist of an equal number of members appointed by the Town and the PBA. The committee shall have the right to consult with experts in the area of police administration and work schedules provided, however, that any such expert shall be designated mutually by the majority of the membership of the committee and that any compensation for an expert shall be approved by the PBA and the Town Board.

f. The committee shall prepare its findings no later than April 1, 2005, or on such other date as may be agreed upon. The committee's findings shall be subject to ratification by

the membership of the PBA and Town Board. In the event either the PBA or the Town does not ratify the agreement, each side reserves all of its rights under the Taylor Law and collective bargaining agreement to pursue alternate work schedules or preserve the existing schedule.

g. The committee shall have the authority to make recommendations on other changes to the contract in the event an alternate work schedule is implemented.

#### **ARTICLE IV - LEAVE PROVISIONS**

SECTION 1 - Sick Leave - Each member of the Department covered by this Agreement shall be entitled to twenty-two (22) days of "sick leave" per year. Sick leave is to be accrued at the rate of 1 ½ days a month plus one day each quarter credited on January 1, April 1, July 1 and October 1 of each year. Members may accumulate sick leave to a maximum of two hundred eighty (280) days. Sick leave accumulation shall be computed from January 1, 1968 and shall be computed at the applicable rates in effect as determined by prior contracts then in effect. Effective July 1, 1997, bargaining unit members may receive paid sick leave for caring for family members in accordance with the Family and Medical Leave Act.

SECTION 2 - Excess Sick Leave - In order to discourage the use of sick leave, Officers hired prior to July 1, 1996 who accumulate sufficient sick leave to receive an annual payment for unused sick time shall receive payment for those days as a sick leave incentive. The number of days which may be paid as a sick leave incentive shall be determined after consideration of the Town's increased pension cost, if any, resulting from this provision. The officers receiving an incentive shall thus pay for the pension cost, if any, of the incentive.

#### **SECTION 3 - Maternity Leave -**

A. An employee who becomes pregnant will be entitled to a six (6) month leave of absence. During said leave of absence the employee will be entitled to any and all benefits available to employees who are on sick leave. An employee who is on such leave of absence shall be compensated during said leave to the extent that said employee has earned leave credits including sick leave, personal leave, vacation time, holidays and compensatory time.

B. An employee whose wife shall have given birth may, at his option, receive up to five(5) working days maternity leave to be deducted from his sick leave entitlement. Additional days can be granted by the Chief of Police or his designee.

C. Effective July 1, 1997, except as otherwise provided by law, upon the advice of a medical practitioner, pregnant officers shall be assigned to a light duty assignment to be determined by the Chief of Police. In the event a court or agency of competent jurisdiction over the Town of Southampton determines that this benefit must be applied to all non-duty related disabilities, if at all, then this clause shall become a nullity.

SECTION 4 - Personal Days - Each member of the Department covered by this Agreement shall be entitled to four (4) "personal days" during the year. New employees shall accrue personal leave days at the rate of one day per quarter during the first year of employment and thereafter shall receive the full benefit as of January 1. Said "personal days" are to be in addition to any vacation or holidays covered by this Agreement. An employee selecting a personal leave day shall be given preference over an employee selecting compensatory time.

SECTION 5 - Death Leave - All members covered by this Agreement may request a funeral leave for a four (4) day period for each death in the immediate family. Such leave shall commence three (3) days immediately preceding the day of the funeral and include the day of the funeral. An employee shall be paid regular salary for such leave days that fall on the employee's regular work schedule. Effective July 1, 1997, officers shall be excused from scheduled tours of duty, without loss of pay or deduction of other leave, for a consecutive six-day period. If the officer is notified of the death on the date of death, the six-day period shall include the date of death. If the officer is not notified on the date of death, the six-day period shall begin on the day after the death. The immediate family shall include spouse, children, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother and grandfather. An employee who has a death of a family member, such as a spouse, child, father, mother, brother or sister may take up to six (6) additional leave days upon request to, and at the discretion of, the Chief of Police. Such additional leave days shall be charged against the employee's accumulated sick leave time and/or personal leave days.

#### SECTION 6 - Holidays -

A. Employees shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day and Christmas Day. For the purpose of this section, the holiday shall be considered the day on which it is celebrated. Effective January 1, 2005, officers who work a full tour of duty on one of the designated contractual holidays shall receive two hours of compensatory time for each full tour worked on a holiday. The use of the compensatory time shall be in accordance with Departmental policy and existing contractual limitations.

B. Employees shall be entitled to be paid cash for all holidays, except as provided elsewhere herein. Effective January 1, 2004, holiday pay shall be calculated by dividing the base salary by 232 days without consideration of longevity, night differential, the holiday pay or any other benefit. Employees shall have the option to convert holidays to additional leave time as set forth in Paragraph C. The check for the holidays will be paid to each member electing the pay option on a separate check payable on the 2nd pay period in November. All employees shall be entitled to holiday benefits for all holidays that are celebrated during their period of employment. Additional leave time shall be allotted at the conclusion of the normal vacation pick and shall be applied only to those days wherein no employee within a squad has been scheduled for vacation. All additional leave time not allocated as leave time shall be paid at straight time.

C. Additional leave time shall be allotted at the conclusion of the normal vacation pick and shall be applied only to those days wherein no employee within a squad has been scheduled for vacation. All additional leave time shall be paid at straight time.

D. Notwithstanding the preceding provisions of this Section no employee may convert holidays to additional leave time, if such conversion would raise the department-wide average to more than five (5) days per employee compensatory time for holidays.

#### SECTION 7 - Veterans -

A. Employees who are veterans shall be entitled to compensatory time off for each hour actually worked on Veterans Day or Memorial Day, not to exceed eight (8) hours.

B. For the purposes of this Section, the designated holidays shall conform with the dates officially observed by the State of New York.

C. Veterans who are not actually present for duty on such days for whatever reason (vacation leave, personal leave, sick leave or compensatory time off) shall not be entitled to additional compensatory time.

D. Veterans who have earned additional compensatory time by virtue of this Section shall not be restricted by the thirty-two (32) hour compensatory time limitation as set forth in Article II, Section 5, Paragraph B.

#### SECTION 8 - Vacation -

A. Each member of the Southampton Town Police Department covered by this agreement shall be entitled to the following vacations:

During first (1st) year of service.....	no days
During second (2nd) year of service.....	15 work. days
During third (3rd) year of service.....	16 work. days
During fourth (4th) year of service.....	17 work. days
During fifth (5th) year of service.....	18 work. days
During sixth (6th) year of service.....	19 work. days
During seventh (7th) through twelfth (12th) years of service.....	20 work. days
During thirteenth (13) year of service.....	21 work. days
During fourteenth (14) year of service.....	22 work. days
During fifteenth (15) year of service.....	23 work. days
During sixteenth (16) year of service.....	24 work. days
During seventeenth (17) year of serv.....	25 work. days
During eighteenth (18) year of serv.....	26 work. days

During nineteenth (19) year of serv.....27 work. days  
During twentieth (20th) year of service  
and thereafter.....28 work. days

B. Two police officers per squad will be permitted to have simultaneous vacations between December 23 and January 5 provided the squad sergeant is not on vacation. If the squad sergeant is on vacation, one police officer will be permitted to take vacation during said period. Two sergeants shall be permitted simultaneous vacations during the same period.

C. Vacations shall be selected by squad. Members duly assigned to other divisions such as Detectives, Highway Patrol, Street Crime, and Headquarters, will pick by Civil Service Seniority within those respective divisions.

Squad members out of work on extended sick leave shall not pick vacations opposite regular squad members.

D. Effective January 1, 1998, in the event that superior officers select vacations with their subordinates, the superior officer shall not be permitted to select more than two (2) consecutive tours' vacation before each of his subordinates has been permitted to select up to two (2) tours of vacation.

E. An employee, if transferred by choice or promotion, shall have the right to maintain previously selected vacation if it commences within thirty (30) days of said transfer or promotion. The Chief of Police may require any other employee transferred by choice or promotion to readjust vacation.

F. Any employee transferred involuntarily shall have the right to maintain previously selected vacation.

G. Employees on vacation or holiday who are required to attend Southampton Town Justice Court will be paid at the overtime rate for that court appearance and will retain those vacation or holiday days for subsequent use, provided all attempts for adjustments have been made.

Any such retained days shall be scheduled and used as soon as possible and shall not be carried over into the next calendar year unless staffing requirements prohibit their use.

H. An employee shall have two (2) working days to make the vacation pick.

I. Employees who have a major illness or injury while on vacation, substantiated by a doctor's certificate, may use their sick leave for the remainder of the illness and have their vacation time retained.

J. Employees may have the option to convert two (2) vacation days into personal days.

K. Employees shall have the right to accrue unused annual vacation time up to a maximum of fifteen (15) working days in addition to the entitlement of the present year with the prior approval of the Chief of Police.

L. Any employee may split vacation by taking vacation days in single sets of tours. Splitting of vacation is subject to the approval of the Chief of Police.

M. Vacation may be taken year-round, but no more than two (2) weeks during the summer by approval of the Chief of Police.

N. All existing employees who resign or who are fired shall receive their vacation benefit prorated from January 1st. New employees hired before July 1st of any given year shall receive fifteen (15) working days vacation during the following calendar year. Those hired after July 1st shall receive eight (8) working days vacation during the following calendar year subject to open and available days for that purpose. If open days do not exist, vacation days not taken will be carried over into the second calendar year. Said Employees shall not be required to take vacation days in blocks of less than three (3) days in conformity with existing tours.

This section is in no way meant to reduce a retiring members vacation benefit, and they will still be entitled to the full benefit as of January 1st.

#### SECTION 9 - Leave for Association Officers -

A. During the negotiations between representatives of the Southampton Town PBA and the employer for renewal and/or changes to the collective bargaining agreement, the negotiators and officers of the Southampton Town PBA shall be excused from their duties in the Police Department, providing such period of negotiation, including PBA meetings and meetings with counsel, are necessary.

Excused time under this section will not be charged against the "PBA Time Bank".

B. The negotiators for the PBA shall not exceed three (3) members, exclusive of counsel, at any collective bargaining session.

C. Officers and members of the Association shall be restricted to a "PBA Time Bank" of 75 PBA days per annum. Distribution of these PBA days shall be as determined by the PBA President. Effective January 1, 2004, Association Leave Time shall be 80 days per annum. Effective January 1, 2005, Association Leave Time shall be 85 days per annum. Effective January 1, 2006, Association Leave Time shall be 90 days per annum. Effective January 1, 2007, Association Leave Time shall be 95 days per annum. Effective January 1, 2008, Association Leave Time shall be 100 days per annum. Ten (10) of the additional days granted in this Article IV, Section 9(C) shall be distributed by the Association's President to bargaining unit members for attendance at Union related activities.

D. No more than two (2) employees (Association Officers or members) shall be granted time off on any one day.

E. For the purpose of Suffolk County Police Conference Directors meeting, the Director of the Suffolk County Police Conference and the elected officers of said conference shall be granted release time to attend such meetings in Suffolk County, provided at least four (4) days' advance notice is given in writing to the squad sergeant. Excused time under this section will not be charged against "PBA Time Bank".

F. PBA Contract Negotiators and Grievance Committee Members shall have the day off during negotiations and grievance meetings including the midnight shift of the following day if a session lasts past 1530 hours. Excused time under this section will not be charged against the "PBA Time Bank".

G. Officers or representatives of the Association excused from duty pursuant to this Section shall not be required to perform any additional services to make up for time spent in attendance at such meetings, functions or activities for which they are excused.

H. All PBA officers shall be relieved from duty during that employee's normal tour of duty to attend PBA meetings, but shall remain on call and available for work should an emergency need arise.

SECTION 10 - Meal Period (Regular Entitlement) - An employee will be excused for a sixty (60) minute meal period during each tour. It should be recognized that the lunch period is considered duty time and if an officer is required to perform work activities during this period, it is recognized to be part of the normal day. Employee shall have the right to take their meal period in employees assigned sector and any adjoining sector however, there is a time limit of one hour from the time of leaving sector to the time of the employees return to sector. One hour compensatory time shall be granted for a missed meal period under the following conditions:

A. When an employee is assigned outside of the township during the employees normal tour.

B. When an employee is denied a meal period by the immediate supervisor.

C. The compensatory time restrictions set forth in this agreement shall apply.

SECTION 11 - Relief Time - An employee shall have the option to elect to be relieved from the duty at 0500 hours when said employee is working the midnight tour and a court appearance or school is scheduled for the following tour for said employee. The two and one-half (2 ½) hours of relief time herein is to be subtracted from the employees overtime entitlement. For example, employees scheduled for court are entitled to recall of four (4) hours, equating six (6) hours straight time in overtime. If the employee elects for the early relief herein, two and one-half (2 ½) hours are to be subtracted from the employees overtime leaving balance of three and one-half (3 ½) hours



straight time.

Employees electing to be relieved shall be relieved at the squad sergeant's option subject to staffing levels.

#### SECTION 12 - Preservation of Benefits -

A. Police officers who become sick or injured in the performance of police duty shall be entitled to the benefits of General Municipal Law section 207-c. For purposes of determining which activities constitute police duty, the following are guidelines:

Any officer injured

- dealing with a prisoner;
- attempting to effect an arrest;
- in an adversarial contact with a member of the public;
- in the process of providing first aid to a member of the public;
- during active police training;
- in a motor vehicle accident while actively engaged in patrol duty;
- in any other conduct which is unique and peculiar to police work.

The initial determination of whether an injury is sustained in the line of police duty shall be made by the Chief of Police subject to review in accordance with the grievance procedure of this Agreement.

A determination that an officer was not injured in the performance of police duty shall not bar any claim an officer may otherwise have to benefits pursuant to the Workers' Compensation Law.

B. An employee shall not lose vacation time, sick leave entitlement, holiday allowances, job designation or assignment, or tour schedule because of absence due to sick leave resulting from an on-duty injury to a maximum of one year. Such benefits may be carried over and taken upon the employee's return to active duty or paid the employee or employee's legal representative in the event the employee's service is terminated for any reason.

C. In the event that an employee is sick or disabled as a result of an off duty injury or illness, the employee shall not lose job designation or assignment for a maximum period of 60 working days. This clause shall in no way interfere with or waive any individual's right to interpose a challenge involving job designation or assignment under an applicable provision of law such as Detective's tenure provision.

#### SECTION 13 - Requests for Leave Time -

Requests for leave time shall be regulated by the staffing provisions issued by the

Chief of Police after consultation with the P.B.A. representatives.

## **ARTICLE V - RETIREMENT, DEATH AND TERMINATION OF EMPLOYMENT**

SECTION 1 - Retirement - The parties agree that the retirement plan presently in force shall continue to be the retirement plan (20 year non-contributory system 384-d and 25 year retirement plans 375-(g) and 375 (i)) for members of the Southampton Town Police Department. Effective January 1, 1990 the Employer shall adopt the provisions of Section 384(e) of the Retirement and Social Security Law of 1988. The Employer shall adopt and file all necessary resolutions and forms in order to effect this program immediately. The Town of Southampton shall continue to assume all costs of the retirement plan.

SECTION 2 - Final Average Salary - The Town shall adopt a resolution implementing the final year's average salary of the New York State Retirement and Social Security Law.

SECTION 3 - Termination Leave - Upon the retirement of an employee, or upon death, the employee or the employee's representative will receive payment or is entitled to receive payment for the employee's accumulated sick leave, as follows:

A. Payment in full for the first 220 days and payment of fifty (50%) percent of all accumulated sick leave above 220 days to a maximum of 280 days paid. Employees hired after July 1, 1996 shall be paid at time of retirement for one (1) day's pay for each two (2) days of sick leave accumulated up to a maximum of 180 days for 360 days accumulated at the prevailing rate of pay. All days accumulated above 360 days are available for use purposes only.

B. Employees shall have the option to take accumulated sick leave as terminal leave with full pay without the additional accrual of sick leave, personal days, vacation or any other accrued leave benefits. Holidays will be compensated in cash only.

C. The maximum benefit payable either as leave or as cash payment shall be two hundred fifty (250) days.

D. Any member who elects termination pay for unused sick time shall submit notice to the Town in writing of such intention to retire by July 1st of the year preceding the year in which the member is scheduled to retire. Once said retirement intention is submitted it will not be revoked except under extenuating circumstances. This provision may be waived by the Chief of Police in his discretion.

E. Any member who elects to utilize unused sick leave as terminal leave prior to that members 20th anniversary shall be permitted to do so only subject to the following:

1. The employee may not commence such leave until the employee has at least nineteen (19) years of credited service.

2. The employee must notify the Town by July 1st of the year preceding the year in which said leave is to commence.

3. Once terminal leave has commenced, the employee may not return to employment and said leave is irrevocable.

4. The employee shall not be permitted to accumulate additional leave benefits as is set forth in Paragraph C above.

5. No employee shall be transferred to a different duty chart or squad system while on terminal leave so as to in any way diminish said leave and terminal leave shall be computed for any employee based upon the duty chart that said employee is working at the time the employee gives notice of intention to go on to terminal leave.

F. Employees shall have the option to defer payment under this Section over a maximum of five (5) years payable in equal annual installments.

#### SECTION 4 - Resignation or Death of Employees -

A. Upon a employee's resignation, the employee or the employee's designee shall be entitled to cash payments in lieu of the following accrued and earned benefits, on a pro-rated basis:

1. Longevity
2. Holiday pay
3. Vacation
4. Compensatory Time
5. Personal days
6. Accrued overtime or recall time

B. If an employee shall separate from service after ten (10) years or more of employment, except if said employee is terminated or resigns for cause or with charges pending, said employee shall be entitled to payment of accumulated sick leave in accordance with the provisions of Article IV of Section 1 and 2 and in accordance with the following scale:

1. After ten (10) years and through the completion of fourteen (14) years of service -- fifty (50%) percent of the benefits provided for in Article IV of Sections 1 and 3 to a maximum of one hundred twenty-five (125) days pay.

2. After fifteen (15) years and less than twenty (20) years of service -- seventy-five (75%) percent of the benefits provided for in Article IV of Sections 1 and 2 to a maximum of one hundred eighty-seven and one-half (187.50) days pay.

3. An employee shall have the option of payment of this benefit either as a lump sum cash payment or in equal annual installments not to exceed five (5) years, subject to the approval of the Chief of Police.

C. In the event of the death of an employee, the employee's estate, or such other beneficiary as designated in writing to the Town by the employee shall be compensated for the full cash value of all unused vacation days, personal days, holidays, accrued overtime, accrued compensatory time, and accrued sick time standing to the credit of the employee at the time of death.

D. In the event of the death of a retired employee, the employee's estate, or such other beneficiary as designated in writing to the Town by said retiree shall be compensated in full for the remaining amount of any deferred compensation due to said employee in accordance with the provisions of this Article.

## **ARTICLE VI - INSURANCE AND OTHER RELATED BENEFITS**

### **SECTION 1 - Medical Insurance -**

A. Effective August 1, 1992 health insurance benefits for members of the bargaining unit will be provided for by a program of "self insurance".

The benefits provided under the plan will be administered by an administrator appointed by the Town.

Said medical, hospitalization, surgical benefits will continue to be equal to or better than those provided for by the then existing "Empire Plan" as of July 31, 1992.

In the event that the Town wish to discontinue the "self insurance" program, it may only return to the then existing "Empire Plan" unless it first seeks the approval of the P.B.A. to change to an alternate plan.

The P.B.A. will not unreasonably withhold its consent to a new health insurance plan provided such plan offers benefits which are equal to or better than those provided for by the then existing "Empire Plan" on July 31, 1992.

In the event that the Town changes to a health insurance plan other than the "Empire Plan", the P.B.A. shall have the right to demand immediate and expedited arbitration over the issue of whether the new plan provides benefits which are equal to or better than the then existing "Empire Plan" as of July 31, 1992.

The Town will reassess its costs under the "self insurance" plan on a regular basis and, beginning August 1, 1993, will consider increasing benefit levels in the event that it realizes substantial savings from the program of "self insurance" and financial considerations prevailing in

the Town allows for increased benefits.

B. The existing Dental Insurance Plan shall be revised to provide dental benefits as awarded by PERB Inter. Arb. Panel I.A 84-45; M84-466

C. A plan for optical plan insurance applicable to present employees shall be added as awarded by PERB Inter. Arb. Panel I.A. 84-45; M84-466

D. The EMPLOYER shall continue to pay the entire cost of the above plans.

E. A retired employee, if insurable, shall have 100% health insurance including dental and optical insurance provided by the Town, as the employee would have been covered if the employee were still an active employee, if the employee does not receive such coverage by virtue of other employment, State legislation, or otherwise. To receive such coverage, the employee must duly attest on a yearly basis to the fact that the employee is not receiving such coverage elsewhere. The employee shall fill out such papers as the Town may require herein. In the event an employee receives benefits while otherwise covered, the employee must pay to the Town the cost of the premiums for the benefits received while otherwise covered.

SECTION 2 - Medical Insurance Deceased Members - In the event of the death of an active member, the member's spouse and/or dependents under the age of eighteen (18) years shall continue to receive full medical, dental and optical insurance coverage at the EMPLOYERS expense. Coverage for the spouse shall be discontinued five (5) years after the date of the member's death.

SECTION 3 - Life Insurance - Fifty Thousand (\$50,000) dollars term life insurance shall be provided by the EMPLOYER to each employee.. This benefit shall have a maximum Town liability of \$6,324 per year based upon 62 employees in the unit. If the unit shall grow in size, the EMPLOYERS liability shall increase in accordance with the ratio established herein.

SECTION 4 - Death Benefits (Line of Duty) - The Town shall continue the provisions of Section 208-b of the General Municipal Law that has been previously adopted providing for death benefits for an employee who dies in the line of duty.

SECTION 5 - False Arrest Insurance - In the event that any member of the Southampton Town Police Department covered by this Contract shall be sued for damages arising out of a claim of "false arrest" or "malicious prosecution", the town of Southampton shall pay to such member an amount not to exceed Ten Thousand (\$10,000) dollars as and for legal fees. The member so sued shall have the right to engage any lawyer that the member shall choose. However, in no event shall the Town of Southampton be liable to pay more than Ten Thousand (\$10,000) dollars in any one case involving any one member. In the event that a member is sued as aforesated, the member shall immediately notify the Supervisor of the Town of Southampton in writing, and also indicate choice of counsel within five (5) days of the service of the Summons. Within ten (10) days of the receipt by the Town of Southampton of the notice of retention of counsel by the member, the Town of Southampton shall pay the sum of Two Thousand Five Hundred (\$2,500) dollars to the attorney as

the retainer in the case. In the event that the case is concluded prior to litigation then the Town shall not be liable for any further payments to the attorney for the member. In the event that the matter is litigated, then the Town shall be liable for the sum of Seven Hundred (\$700) dollars per day for the litigation which shall include any in which depositions are taken prior to trial. In no event shall the Town of Southampton be liable for any amount above the ceiling of Ten Thousand (\$10,000) dollars, regardless of the length of the litigation. The provisions of this Section are to apply only to those instances where the interest of the police officer is in conflict, or has an appearance of conflict with the town; otherwise, the Town shall defend and protect the interests of the police officer. Effective September 20, 1996, this Article VI, § 5 shall be replaced by Public Officers Law § 18.

#### SECTION 6 - Personal Items (Compensation for Loss)

A. An employee shall be compensated for the loss or damage of authorized personal items, except for receiving allowance for clothing and automobiles, while conducting authorized police business on or off-duty, within the Town of Southampton.

B. An employee shall only receive compensation to a maximum of One Hundred Fifty (\$150) dollars per loss and payment shall only be made upon a submission of a voucher approved by the Chief of Police.

#### SECTION 7 - Liability Coverage (PBA Representatives)

While actually engaged in negotiations, administration of grievances, legislative duties, or other work relating to the administration of this Agreement, PBA officers or designated members of the negotiating team shall be carried on duty and entitled to all the insurance benefits and protection associated therewith. This Section, nor any other Section, shall not be interpreted as providing any additional compensation or other entitlement that an officer earns while on duty and this Section is totally limited to existing insurance benefits.

### **ARTICLE VII - MISCELLANEOUS TERMS AND CONDITIONS OF EMPLOYMENT**

SECTION 1 - Fees for Retired Members Who Testify - An employee whose services are terminated for any reason including cause, who is called to testify or assist in any proceeding limited to criminal cases, administrative hearings, disciplinary hearings, etc., but not including civil cases, that the employee investigated or was involved in prior to the termination of services, shall be compensated for such appearances by a day's pay at the present prevailing rate, with the same compensation as given to the employees in the rank held immediately prior to termination. Payment shall be made by voucher submitted to the Chief of Police.

SECTION 2 - Departmental Meetings - It is agreed by and between the Town of Southampton and the Southampton Town Police Benevolent Association that the Chief of Police,

during the term of this Contract, shall have the right to call two (2) Departmental meetings which all members of the Department shall attend, whether on duty or off, and without compensation either by way of compensatory time or monetary compensation. Said meetings are to be held on dates set by the Chief of Police and posted on the Police Headquarters Bulletin Board upon seven (7) days notice. The Chief shall have the option of substituting squad meetings for Departmental meetings with no increase in the number of meetings that may be required without compensation.

It is further agreed that supervisory personnel, as part of their management duties, will attend quarterly staff meetings at no additional cost or time off, except when on vacation, sick leave or excused by the Chief of Police. Effective September 20, 1996, supervisory personnel, as part of their duties, will attend quarterly staff meetings and shall be compensated for such attendance at the rate of two (2) hours straight compensatory time unless such meeting shall fall entirely within the employee's regularly scheduled tour of duty.

SECTION 3 - In-house and Assigned Outside Training - The Chief of Police shall have the right to schedule employees for "in-house" service training or assigned outside training schools, at straight time, during an employee's normal off-duty hours. The Chief of Police shall have the right to schedule and assign said employees, under this Section, to an annual maximum of twenty-four (24) hours or two (2) training schools, whichever time requirement shall be the greater. Wherever and whenever possible, no school shall be scheduled in addition to a normal tour of duty on any given day. Should a school be scheduled in addition to a regular tour of duty on any day, such additional time shall be paid at time and one-half. The provisions of this Section shall not apply to schools attended by an employee on a voluntary basis in accordance with past practice.

An employee's schedule shall not result in lost time off for periods of attendance at school and/or training. (The word training shall not include training days permitted in this contract.)

An employees schedule may be changed with seven (7) days prior notice in order to attend schools or upon such shorter period as consented to by the employee. (The intent of this paragraph is to be able to change an employees tour on a scheduled work day for a one (1) day school but not to change a scheduled day off to attend a one (1) day school. Changing schedules is for a school of more than one (1) days duration.)

SECTION 4 - Firearms Training - All employees are expected to demonstrate annually their proficiency in the use of firearms. Employees who distinguish themselves in the use of firearms during training testing, shall be entitled to additional paid leave as follows: distinguished expert - one (1) day leave. Employees who fail to qualify shall be expected to return to the assigned range for qualification during their own off-duty hours, at the direction of the Chief of Police. An award earned at such a session shall be qualified to a member with the exception of (one day off for qualifying as a distinguished expert) this shall be considered retraining, not qualification.

#### SECTION 5 - Dues Check Off -

A. The EMPLOYER shall continue the dues check off plan for all members of the

Police Department covered by this Agreement.

B. The EMPLOYER shall also provide payroll deductions at the option of the member for individual retirement accounts (IRA) and Tax Deductible Voluntary Employee Contribution Plan (DVEC). The PBA shall designate one institution or agency for the selection of the employees for enrollment in a payroll deducted IRA plan. It is understood and agreed that the EMPLOYER shall not bear the expense of any administrative costs related to the implementation of the IRA.

#### SECTION 6 - Meal Period (Right to Eat Together)

A. Two (2) employees in adjoining sectors may eat together at the same time, at the discretion of the duty officer.

B. During an emergency recall where eating facilities are not readily available, the Town shall endeavor to provide all members under such recall status with a hot meal, at a cost not to exceed (\$5.00) dollars after the first three (3) hours, and once every eight (8) hours thereafter if on continuous emergency duty.

SECTION 7 - Outside Employment - An employee may accept and be employed in any occupation off duty which is not in violation of federal, state or county law, to a maximum of twenty (20) hours per week.

Permission slips shall not be required from the employee as a condition for securing or maintaining outside employment so long as the employee notifies the Chief of Police prior to the acceptance of such employment.

SECTION 8 - Detectives - The position of detective is an assignment "detail". It is a lateral move of a police officer and not a promotional step. The creation and administration of a "detective division" rests entirely within the discretion of the Chief of Police. Assignments to detective detail and removals therefrom are strictly within the sole discretion of the Chief of Police.

SECTION 9 - Transfer of Detectives - Any Detective who is to be transferred from the Detective Division must be given 30 days notice of the EMPLOYERS intention to transfer said employee.

SECTION 10 - Clothing Allowance-Uniform Personnel - The employer shall make the following provisions for uniform and related items:

A. The employer shall establish an allowance of \$475 per year per uniform employee for the replacement of uniforms except that new hires will be excluded from payment through the second year. With regard to new hires, any uniforms destroyed in the line-of-duty will be replaced by the employer.



As of January 1, 1993 the clothing allowance amount shall increase to \$500 per annum.

As of January 1, 1994 the clothing allowance amount shall increase to \$550 per annum.

As of January 1, 2004, the clothing allowance amount shall increase to \$750 per annum.

As of January 1, 2005, the clothing allowance amount shall increase to \$950 per annum.

As of January 1, 2006, the clothing allowance amount shall increase to \$1,150 per annum.

B. The employee may utilize this allowance to obtain uniforms, leather, and other items agreed to between the P.B.A. and the Chief of Police.

C. The employer shall continue to provide initial issue. Employees hired after January 1, 1992 will be required to purchase their initial weapon according to department policy.

D. Replacement of items due to "on the job" damage shall be assumed by the employer. this shall not however, include items to be replaced due to normal wear and tear only.

E. Should there be a change in uniform issue or items the employer shall provide these changed items independent of the allowance herein and at no cost to the employee.

F. The employer shall designate uniform suppliers to assure continuity and uniformity of all uniform issue. Notwithstanding any of the foregoing provisions, the Department reserves its right to determine the type of uniform to be used and the vendors who will supply all uniforms and equipment.

G. Employees shall be required to return all serviceable items replaced with the exception of shirts, pants, shoes, hats and ties upon receipt of the new items.

H. Promotional uniform issue shall be provided by the employer independent of the allowance herein and at no cost to the employee.

#### SECTION 11 - Clothing Allowance-Non-Uniform Personnel -

A. Personnel assigned to Juvenile Aid Bureau and personnel working Plainclothes assignments shall receive a \$475 clothing allowance per year.

As of January 1, 1993 the clothing allowance amount shall increase to \$500 per annum.

As of January 1, 1994 the clothing allowance amount shall increase to \$550 per annum.

As of January 1, 2004, the clothing allowance amount shall increase to \$750 per annum.

As of January 1, 2005, the clothing allowance amount shall increase to \$950 per annum.

As of January 1, 2006, the clothing allowance amount shall increase to \$1,150 per annum.

B. Personnel assigned as Detectives shall receive a \$550 clothing allowance per year.

As of January 1, 1993 the clothing allowance amount shall increase to \$600 per annum.

As of January 1, 1994 the clothing allowance amount shall increase to \$650 per annum.

As of January 1, 2004, the clothing allowance amount shall increase to \$850 per annum.

As of January 1, 2005, the clothing allowance amount shall increase to \$1,050 per annum.

As of January 1, 2006, the clothing allowance amount shall increase to \$1,250 per annum.

C. the clothing allowance paid herein shall be made to the employee in two equal installments payable in the first pay period in January and in the first pay period in July of each year during the term of the contract.

D. Detectives, Plainclothes and Juvenile Aid Bureau employees shall be required to submit receipts for civilian clothes purchased under the provisions of this contract.

SECTION 12 - Uniform Cleaning - The employer shall designate four (4) dry cleaning establishments. Two east of and two west of the Shinnecock Canal where employees will be permitted to drop off clothing for cleaning. All departmental personnel shall have the right to have five (5) items per week and no more than ten (10) items per pay period cleaning at the employer's expense pursuant to this Section. Uniform personnel shall be limited to uniform items only and there shall be no carryover from pay period to pay period if the full allotment is not utilized. Employees shall not be permitted to drop off or pick up uniforms during the employees' tours of duty.

### SECTION 13 - Seniority -

A. Seniority shall be defined as a permanent employee's length of continuous full time employment with any police department within the County of Suffolk. Full time employment is regular employment of not less than forty (40) hours per week. A permanent employee is an employee who has completed all of the Civil Service requirements for an appointment, was appointed from a certified Civil Service Eligible List, successfully completed the required probationary period, and satisfactorily completed the necessary training required by the Municipal Police Training Council within the period required.

Effective January 1, 1998, seniority for purposes of contract administration shall for officers hired on or after January 1, 1995, be as follows:

Seniority shall be defined as a permanent employee's length of continuous full-time employment with the Southampton Town Police Department. For the purpose of this section, date of employment shall be considered the date the employee became a full-time, sworn Police Officer with the Southampton Town Police Department, as defined under § 1.20, subdivision 34D, of the Criminal Procedure Law. A permanent employee is an employee who has completed all of the Civil Service requirements for an appointment, was appointed from a certified Civil Service eligible list, successfully completed the required probationary period, and satisfactorily completed the necessary training required by the Municipal Police Training Council within the period required.

The Employer agrees to furnish and post an up-to-date seniority list showing the continuous service of each permanent employee once every twelve (12) months. The seniority list will show the names of such employees, their job classification, and their date of becoming a full-time sworn Police Officer with the Southampton Town Police Department.

C. Seniority - Vacation pick shall not be considered within the provisions of this Section.

### SECTION 14 - Sector Assignment -

A. Permanent sector assignments shall be made on the basis of seniority. The Squad Sergeant may make sector assignments without regard to seniority, however, any employee assigned against seniority must be notified of the reason for such sector assignments.

B. Choice of sector assignments by seniority shall be made annually during the month of January or as vacancies occur.

C. Choice of temporary sector assignments shall be based on seniority whenever practical, but at the Sergeant's discretion, when a temporary assignment is required upon less than 24 hours notice.

1. In the case where an officer is already assigned to a pick up point, that pick up

point may be changed to correspond to the temporary assignment.

2. If the temporary assignment is to continue after one shift, seniority will again prevail.

3. When 24 hours or more notice is known, seniority will prevail.

4. Seniority for temporary assignments will prevail for the first person changed ONLY.

D. The Chief reserves the right to change a Police Officer's sector assignment at his discretion.

SECTION 15 - Exchange of Tours - Members shall continue to have the right to exchange tours of duty with each other. Double shifts will not be worked if one of the shifts encompasses a midnight tour of duty.

There is a requirement that requests for exchange of tours shall be submitted, in writing, to the immediate supervisor four (4) days prior to the exchange. This provision can be waived by the Chief of Police or his designee in their sole discretion.

Only two (2) changes per member will be permitted per month, made by the requesting officer. Exceptions to this policy shall be handled by the Chief of Police or his designee.

SECTION 16 - Air Conditioned Vehicles - The Town shall supply air conditioning for any and all patrol vehicles purchased on or after January 1, 1981.

SECTION 17 - Rules and Procedures - The President of the ASSOCIATION shall receive a copy of any proposed changes in the Rules and Regulations at least thirty (30) days prior to action by the Town Board.

SECTION 18 - Residency Requirement - The residency requirement in effect in the Police Department, Town of Southampton shall be deleted for the duration of this contract. Effective September 20, 1996, the existing residency requirement, and this Article VII, Section 19, shall be deleted from the contract.

SECTION 19 - PBA Access to Newly Hired Employees - The PBA President shall be afforded the opportunity of meeting with newly hired employees as soon as possible after they are hired for the purpose of delivering and explaining to said employees the collective bargaining agreement, the PBA constitution and by-laws, membership application and other such relevant items or materials.

SECTION 20 - Police Funerals - Whenever a police officer in the State of New York is killed in the line of duty, off-duty members of the bargaining unit shall be afforded a marked Southampton

Town police car for attendance at the funeral, however, any vehicle so provided shall be limited to 250 miles journey from Southampton Town (round trip).

SECTION 21 - Assigned Police Vehicles - Assignment of police vehicles to employees in units, other than normal sectors, is at the sole discretion of the Chief of Police.

SECTION 22 - Deployment of Part Time or "Seasonal" Police - The Duty Officer shall have the right to deploy "Seasonal" or Part Time Police Officers, who are actually on duty, to perform functions, (other than actual sector assignments) that are deemed necessary by the duty officer. (e.g. transportation of mental patients provided accompanied by a Full Time Police Officer).

SECTION 23 - K-9 Officer - Pursuant to the Stipulation of Agreement between the Town and the P.B.A. dated December 31, 1997, the terms and conditions of employment for the K-9 Officer shall be as follows:

(1) Expenses: The Town will provide all food, all veterinary care, with approval of the Chief of Police or his designee, which are submitted in accordance with Town policy. The Town will reimburse all expenses for the removal of any boarding materials from the K-9 Officer's residence. Additional boarding will be at a vendor of the Town's choice at no expense to the K-9 Officer. In the event an emergency expenditure is required, the officer may make the purchase or incur the expense in the first instance with the approval of the Chief of Police or his designee and then receive repayment of all expense from the Town.

(2) Compensation for Care and Custody of the Animal: In consideration for the time required to care for and attend to the police dog, the Town and Association have agreed on the amount of additional compensation for the individual assigned as K-9 Officer. The following amounts will be paid as a stipend during such time as the individual is assigned to care for the police dog. These amounts are currently in full satisfaction of any claims for additional compensation the officer may have pursuant to any provisions of law, including but not limited to, the Fair Labor Standards Act, and are based upon consideration of the number of hours required to care for the animal when off duty.

(a)	During 1998	-	\$1,000.
	During 1999	-	\$1,250.
	During 2000	-	\$1,500.
	During 2001	-	\$2,250
	Effective January 1, 2002, annually	-	\$.3,000

(b) These payments shall be prorated and shall be payable only during such time that the officer is actually assigned care of the police dog. Payment shall be made in November of each year for which an Officer or Officers is assigned care for the police dog.

(3) Overtime Pursuant to the Existing Provisions of the Collective Bargaining Agreement: K-9 Officers will, however, also be entitled to overtime for work authorized by the Police Department outside the regular hours of work. No additional compensation shall, however, be required, other than as provided above, for the care and custody of the animal outside of working hours.

(4) K-9 Duty Chart: K-9 Officer's work schedule shall be determined by the Chief of Police as per the current collective bargaining agreement.

(a) K-9 Officers will receive the three shift night differential as per the current collective bargaining agreement.

(5) Nothing contained in this Article VII, Section 24 shall require the Town to maintain a K-9 program or to solely utilize the services of the Town's K-9 unit.

## **ARTICLE VIII - BILL OF RIGHTS**

SECTION 1 - Interrogation and Interviews of Members - All members of the Southampton Town Police Department shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights" for members of the Southampton Town Police Department, which shall be added and amended to the present Rules and Regulations of the Southampton Town Police Department and which provides as follows:

The wide ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of members of the force. These questions often require immediate investigation by superior officers designated the Chief of Police and/or the Southampton Town Board. In an effort to insure that the investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

A. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime and reassignment of the member of the force to the second shift should be employed. If any free time is lost, the member of the force shall be compensated in time for the free time lost.

B. The interrogations shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the place where the incident allegedly occurred. Said member shall be represented by counsel at all times if the employee makes such a request.

C. The member of the force shall be informed of the rank, name and command of

the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and all persons present during the interrogation. If a member of the force is directed to leave the member's post and report for interrogation, the person in charge of that shift shall be notified.

D. The member of the force shall be informed of the nature of the investigation before any interrogation commences including the name of the complaint. The address of the complainant and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force being interrogated is a witness only, the member should be so informed at the initial contact.

E. 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.

F. The member of the force shall not be subjected to any offensive language, nor shall be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

G. The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be recorded. The member or the member's counsel shall be entitled to a transcript of such stenographic record within a reasonable time after such interrogation.

H. If a member of the force is under arrest, or is likely to be, that is, if a subject or the target of a criminal investigation, the member shall be apprised of the member's constitutional right pursuant to the Miranda decision.

I. In all other cases, the law imposes no obligations, legal or otherwise, on the Department to provide an opportunity for a member of the force to consult with counsel or anyone else when questioned by a superior officer about employment or matters relevant to continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for a member of the force, if so requested, to consult with counsel before being questioned, concerning a serious violation of the Rules and Procedures or Regulations, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed, for the purpose of counsel, pst 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, and a representative of a line organization, may be present during the interrogation of a member of the force.

J. An employee shall have the right to consult with and be advised and represented by an attorney and/or a PBA representative during every stage of a disciplinary proceeding, no matter how informal.

K. During investigations of departmental misconduct, no employee shall be ordered or asked to submit to a blood test, a Breathalyzer test or any other test to determine the percentage

of alcohol in the blood. This provision is not applicable to normal investigations of criminal activities or other police enforcement activities. Such test may be given if requested by the employee.

L. During investigations of departmental misconduct, no employee shall be required to submit to a polygraph, nor shall a refusal be in any way considered during any subsequent disciplinary proceedings. This provision is not applicable to normal investigations of criminal activities or other police enforcement activities. Such test may be given if requested by the employee.

SECTION 2 - Anonymous Correspondence and Phone Calls - Unless part of an investigation, anonymous correspondence and memorandum relating to phone calls shall be destroyed. The employee and the Police Benevolent Association, if the employee so consents, shall be advised immediately of the outcome upon the completion of the investigation and the progress during it.

### SECTION 3 - Personnel Records

A. Charges and specifications and/or references thereto shall be removed from the personnel folder of the employee and returned to the employee or destroyed at the employee's sole option if found not guilty after administrative hearings or after proceedings are reversed by arbitration or a court of competent jurisdiction.

B. An official letter of reprimand may be issued for a Rules and Regulation violation at the discretion of the Chief of Police and placed in the officer's personnel file after being discussed, read, and signed by the officer involved and the official who has issued said letter of reprimand. The employee shall have the right to disagree with said reprimand and demand that formal charges be preferred pursuant to applicable laws, rules, and regulations. Letters of reprimand issued pursuant to this section will be removed from the officer's personnel file at the expiration of one (1) year provided no further letters of reprimand are issued within that one (1) year period. If subsequent letters are issued, then all will remain on file until the most recent letter of reprimand has been present in the personnel file for one (1) year. All such reprimands thus voided will be destroyed and not considered for any purpose whatsoever. Letters of reprimand issued pursuant to this section will also become void upon the retirement or resignation of the employee.

C. Every employee shall have the right to examine the employee's personnel records from time to time in its entirety, upon giving the employee's superior officer forty-eight (48) hours notice in advance of any desire to do so. If an employee decides that there is material in the record which has been improperly placed therein, or which is of an unjustified or derogatory nature, the employee may either prepare a written statement to contradict such material, which also will be included in the file, or begin a grievance, as provided for elsewhere in this Agreement.

Notification shall be given within forty-eight (48) hours to each employee, of any entry added to the personnel file which may have an immediate or future effect of a derogatory nature upon the employee's status, seniority rights, promotional possibilities or relationships with fellow police officers or superiors.



## SECTION 4 - TRANSFERS

When any member of the Department is transferred in Special Assignment or status, the member shall be entitled, upon request, to an interview with the transferring authority or such other representative designated to discuss said transfer and to have the reasons therefore given. However, the decision of the transferring authority shall be absolute. The provisions of this paragraph are not arbitrable or subject to any other review.

The Chief of Police or such other representative designated by the Chief of Police shall provide any officer about to be transferred at least seven (7) calendar days notice prior to the effective date of such transfer. This provision shall not preclude the Chief of Police or such other representative designated by the Chief of Police from immediately transferring an officer when operational needs so require.

No employee shall be transferred to a different duty chart or squad system while on terminal leave so as to in any way diminish said leave and terminal leave shall be computed for any employee based upon the duty chart that said employee is working at the time the employee gives notice of intention to go on to terminal leave.

These provisions are not intended to abrogate or to limit the right of the Chief of Police to manage and operate the Department, including the right to transfer personnel. The opportunity for discussion does not include veto power.

## SECTION 5 - PROMOTIONS

The parties recognize the existence of the (1 in 3) rule in the selection of eligible candidates for appointment to Civil Service positions within the Police Department. The parties also recognize the extreme levels of planning and preparation and personal sacrifices that are required of a police officer who successfully competes in a civil service competitive examination. Therefore the parties agree that a new procedure shall be established for the selection of eligible candidates for promotion within the Town of Southampton. This procedure shall add the requirement on the part of the Town to provide any employee with a statement of reasons any time that an employee is bypassed on a civil service eligibility list.

## SECTION 6 - BINDING ARBITRATION

Any individual formerly charged with departmental violations previously processed through Section 155 of the Town Law and Section 75 of the Civil Service Law shall hereafter receive a hearing which shall be conducted by arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties may, however, mutually select an arbitrator.

## **ARTICLE IX - AGENCY SHOP FEE DEDUCTION**

SECTION 1 - The Town shall notify the ASSOCIATION of all unit employees who are on the payroll as of January 1, 1992. Thereafter the ASSOCIATION, by certified mail, return receipt requested, shall notify those employees who are not presently members of the ASSOCIATION that they have the right to join the ASSOCIATION. Such notice shall further inform the employees that those who do not choose to join the ASSOCIATION shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member.

SECTION 2 - No later than the first payroll period in February, 1992, such agency shop fee shall be deducted from the salary of employees who are on the payroll as of January 1, 1992, who do not choose to become members and from the salary of employees whose membership has not yet become effective, provided the Association furnishes the Town with a list of the names and titles of such employees and with such proof of service of the written notice specified in Section 1 of this Article.

SECTION 3 - Every employee appointed after February 1, 1981, who does not join the Association at the time of appointment or who does join at date of appointment, but whose membership has not yet become effective, shall have an agency shop fee deducted. If the employee joins the Association, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization card takes effect and is received by the Town with written notice from the Association of the employee's status.

SECTION 4 - An employee, who terminates Association membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect with notice thereof, in writing, received by the Town from the Association.

SECTION 5 - The Agency shop fee for each employee covered by this agreement shall be deducted from the employees regular paycheck and shall be in the amount equal to the periodic dues levied by the Association for employees in the affected titles as currently checked off by the Town. The Association shall certify to the Town the appropriate amount or rate for the agency shop fee deduction.

SECTION 6 - The Association shall have the exclusive right to the deduction and transmittal of the agency shop fee for unit employees. The Town shall transmit no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the checkoff of membership dues.

SECTION 7 - Changes in the amount of an agency shop fee deduction shall be effective at the same times as is the practice with changes in membership dues deductions, but no fewer times than the first payroll subsequent to January 1, or July 1, following the date on which notice of such change is furnished. Request for changes in the rate of dues deductions shall be deemed to be a

request for a change in the agency shop fee.

SECTION 8 - Employees having the agency shop fee deducted shall be notified, in writing, by the Association of the change in the amount of the agency shop fee deductions and the date on which such new deductions will begin. A copy of this notice shall be sent to the Town.

SECTION 9 - Agency shop fee deductions will be applied to regular payrolls only.

SECTION 10 - In cases of unearned salaries or wages of employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of employees covered by this Agreement transferred to "UNCLAIMED" accounts necessary adjustments in agency fee accounts will be made by recovering from available unpaid Association agency shop fee fund balances and returned to the Town.

SECTION 11 - The Association shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Association.

SECTION 12 - No assessments of any kind or nature will be collected through the agency shop fee deduction.

SECTION 13 - No arrears of any kind or nature will be collected through the agency shop fee deduction.

SECTION 14 - The Town shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Association agrees to hold the Town harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Association.

SECTION 15 - Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, and no fractional amount of agency shop deductions will be made or carried over for deduction in any subsequent payroll period.

SECTION 16 - The Association affirms that it has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents the employee's pro-rata share of expenditures by the Association in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. It is expressly agreed that in the event such procedure is disestablished, then this Article insofar as it is related to agency shop fee deductions, shall be null and void.

SECTION 17 - In the event that any provision of this Article is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Article.

## **ARTICLE X - GRIEVANCE AND ARBITRATION**

### **SECTION 1 - GRIEVANCE PROCEDURE**

1. Scope and Intent - In the event of a dispute or a grievance between the EMPLOYER and the ASSOCIATION or any employee represented by the ASSOCIATION, representatives of the EMPLOYER and the ASSOCIATION shall make an honest and sincere effort to adjust the same in an amicable manner. Failing such adjustment, the dispute settlement procedure, as described in this Article of the Agreement shall be followed.

This procedure shall be used in seeking the settlement of any grievance or dispute which may arise between the parties, limited to the application, interpretation or enforcement of this Agreement. However, matters shall not be handled under this procedure involving alteration of wage rate schedules or retirement benefits established elsewhere in this Agreement.

Any grievance not answered under the time limits of this Section shall automatically proceed to the next step unless the time limits have been extended by mutual agreement in writing. Any step of the grievance procedure may be by-passed, by mutual agreement, in writing.

A. First Stage - The grievance shall be filed with the immediate supervisor, in writing, within ten (10) grievant's work days of its occurrence. The supervisor shall attempt to settle the grievance and shall respond to the grievant, in writing, within two (2) of the supervisor's work days of the supervisor's receipt of the grievance.

B. Second Stage - If the grievance has not been settled at the first stage, it shall be presented, in writing, by the employee of the Association to the Chief of Police within five (5) grievant's work days after the supervisor's response is due. The Chief of Police or such other representative designated by the Chief of Police shall issue the Chief's new response to the grievant, in writing, within three (3) of the Chief's work days after referral of the grievance to the Chief of Police.

C. Third Stage - If the grievance still remains unsettled, it shall be presented by the employees or the Association to the Town Clerk for distribution to the Town Board, in writing, five (5) copies within five (5) work days after the response of the Chief of Police is due. The Town Board shall act upon the grievance within fifteen (15) calendar days after receipt of the grievance in the form of a written response to the Association and grievant with copy to the Chief of Police.

D. Group Grievances - The Association may submit a grievance in writing, providing that it does not merely affect an individual directly to the Chief of Police as the initial step pursuant to the provisions of the second stage. The provisions of this paragraph shall not apply to matters merely affecting an individual unless such matter directly relates to the integrity of this Agreement.

E. Arbitration - Grievances which have not been settled through the third stage shall

be referred to binding arbitration, if either party serves written notice on the other requesting arbitration. Such notice shall be filed within thirty (30) calendar days after the decision of the Town Board is due.

F. Binding Arbitration - If the grievance to be settled involves issues directly related to the interpretation, application or enforcement of the provisions of this agreement, it shall be referred to binding arbitration. However, the following shall not be subject or submitted to binding arbitration; provisions of the agreement which relate to or in any manner affect the obligation of the EMPLOYER as intended by State statute; any matter which is covered by state statute relating to the operation and jurisdiction of the Municipal Civil Service Commission, including rules which the Commission is authorized to promulgate; the elimination or discontinuance of any job.

Binding arbitration shall be conducted by an arbitrator to be selected by the EMPLOYER and the ASSOCIATION within seven (7) work days after notice has been given by either party of intention to proceed to binding arbitration. The arbitrator shall be selected from a panel of impartial arbitrators furnished by the New York State Public Employment Relations Board. In choosing an arbitrator from such panel, the party requesting arbitration shall strike the first name from the list which is unacceptable and the other party shall then strike an unacceptable name, and thereafter the parties shall strike alternately until but one (1) name remains on the list. The person whose name remains shall be the arbitrator.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of the agreement, and no arbitration determination or award shall be made by an arbitrator which grants any right or relief for any period of time whatsoever prior to the effective date of this Agreement. In the event that this Agreement is terminated or breached for any reason, rights to arbitration thereupon cease. This provision, however, shall not affect any arbitration proceedings which were properly commenced prior to the expiration date or termination of this Agreement.

No item or issue may be the subject of arbitration unless such arbitration is formally requested within sixty (60) working days following the action or occurrence which gives rise to the issue to be arbitrated. This provision is one of limitation and no award of any arbitrator may be retroactive to a date which is earlier than thirty (30) working days prior to the filing of the grievance.

The arbitrator shall have initial authority to determine whether or not the dispute is arbitrable under the expressed terms of this Agreement. Once it is determined that a dispute is arbitrable, the arbitrator shall proceed in accordance with this Article to determine the merits of the disputes submitted to arbitration.

The arbitrator shall neither add to, detract from, nor modify the language of this Agreement in arriving at a determination of any issue presented that is proper for arbitration within the limitation expressed. The arbitrator shall have no authority to grant wage increases or wage decreases, or to grant increases or decreases in personnel.

The arbitrator shall expressly confine the award to the precise issue submitted for arbitration and shall have no authority to determine any other issue not so submitted, or to submit observations or declarations of opinion which are not directly essential in reaching the determination.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the EMPLOYER and the ASSOCIATION. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party.

## **ARTICLE XI - MANAGEMENT RIGHTS**

SECTION 1 - Except as expressly limited by other provisions in this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including, but not limited to, the right to determine this mission, purpose, objectives and policies of the Police Department; to determine the facilities methods and means and number of personnel required for the conduct of the Police Department programs; to administer the Police Department programs; to administer the Police Department Personnel Program, including the examination, selection recruitment, hiring, appraisal, retention, promotions, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish duty statements for each class of position, and to allocate or reallocate new or existing positions in accordance with the law; and to discipline or discharge employees in accordance with the law and the provisions of this Agreement.

During the term of this Agreement, neither the ASSOCIATION or the EMPLOYER shall make any rule or regulation in conflict herewith.

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

## **ZIPPER CLAUSE**

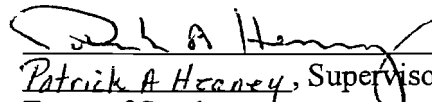
The parties acknowledge that this Agreement embodies any and all subjects and items upon which bargaining demands have been made and ultimately negotiated between the parties hereto, and that this Agreement represents, in full, the product and result of the collective bargaining process. Except as herein expressly set forth, or mutually agreed to by the parties, no new demands on any matter, subject or item are to be made during the term of this Agreement. The administration of this Agreement shall be consistent with the administration of the terms and conditions of employment as in existence prior to the execution of this Agreement.

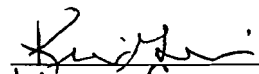
## RETROACTIVITY

The terms of this Agreement shall be effective from the first day of January, 2004 to the 31st day of December, 2008 and shall continue in full force and effect until a successor agreement is executed.

IN WITNESS WHEREOF, the Town of Southampton has caused this Agreement to be signed by its Supervisor by order of the Town Board of the Town of Southampton, and the President of its Bargaining Unit by order of its members.

Dated this 9<sup>th</sup> day of December, 2005

  
\_\_\_\_\_  
Patrick A. Heaney, Supervisor  
Town of Southampton

  
\_\_\_\_\_  
KEVIN GWINN, President  
P.B.A. of Southampton Town Inc.

2004 P.B.A. SALARY

2005 P.B.A. SALARY

2006 P.B.A. SALARY

2007 P.B.A. SALARY

2008 P.B.A. SALARY

**SALARY SCHEDULES TO BE SUPPLIED BY TOWN**