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POC/9025



**AGREEMENT**

**BETWEEN**

**SUFFOLK COUNTY, NEW YORK**

**and the**

**SUFFOLK COUNTY  
DETECTIVES ASSOCIATION, INC.**

**JANUARY 1, 2008 - DECEMBER 31, 2010**

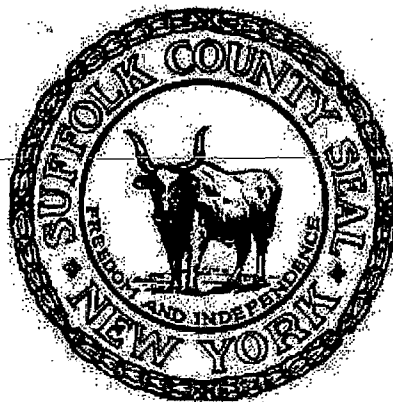


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**SECTION 1: DECLARATION OF AGREEMENT**

AGREEMENT made and entered into as of September 22, 2010, incorporating the terms of the Compulsory Interest Arbitration Award dated September 22, 2010, by and between the COUNTY OF SUFFOLK, a political subdivision of the State of New York ("the County"), and SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC., an Association duly incorporated pursuant to the provisions of the Membership Corporation Law of the State of New York, having its principal place of business at 465 Montauk Highway, West Sayville, New York ("the Association").

**WITNESSETH**

**WHEREAS**, the County has determined that the Association represents the public Employees in a negotiating unit consisting of certain Employees of the Suffolk County Police Department ("the Department") and

**WHEREAS**, the Association has affirmed, and hereby reaffirms, that it does not assert the right to strike against the County during the terms of this Agreement or to assist or participate in any strike, or to impose any obligation to conduct, assist or participate in a strike; and

**WHEREAS**, the County accordingly has recognized the Association as the exclusive bargaining representative of the Employees for purposes of negotiating collectively with the County in determination of their terms and conditions of employment, and the administration of grievances arising thereunder; and

**WHEREAS**, pursuant to Civil Service Law Section 204(a), which requires the following:

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

**NOW THEREFORE**, for and in consideration of the premises and the mutual covenants and promises herein contained, the parties bind themselves and agree that this Agreement will encompass the rates of wages and the conditions of employment of all Employees of the Department who have the designation of Detective ("the Employees").

**SECTION 2: DURATION OF AGREEMENT**

This Agreement will become effective on the 1st day of January, 2008 and will continue to and including the 31st day of December, 2010.

**SECTION 3: PRINTING AGREEMENT**

Within three weeks after execution, the County will print the Agreement in sufficient numbers for distribution to all Employees.

**SECTION 4: OBLIGATIONS**

(a) The Association obligates itself to use its best efforts to see that the Employees will faithfully perform all of the terms and conditions of this Agreement on their part to be performed.

(b) The County obligates itself to use its best efforts to see that all Employees and representatives of the Department and the County will faithfully perform all the terms and conditions of this Agreement on its part to be performed.

**SECTION 5: RECOGNITION**

(a) The County recognizes the Association as the sole and exclusive bargaining agent and representative for the Employees for the maximum period permitted pursuant to law.

The Association or its designated counsel will be the exclusive representatives of the Employees for the purposes of representing them at Inspection or Internal Affairs interviews and at all arbitration proceedings.

(b) An agency shop will remain effective during the term of this Agreement.

#### **SECTION 6: ADMINISTRATIVE IMPROVEMENTS**

(a) The County will recognize written authorization from individual Employees empowering the County to make membership dues deductions from their payroll checks to the extent of dues that may become due to the Association.

(b) Checks lost through no fault of the Employee will be replaced within 24 hours. Employees will be permitted reasonable time, with permission, to cash their paychecks.

(c) The County will provide computer space for the purpose of authorized deductions for existing plans and will make changes therein as often as necessary except for new plans and major revisions. For new plans and major revisions, space will be provided on January 1 and July 1 of each calendar year.

(d) The Association will be supplied, on a bi-monthly basis, with an updated police register, listing names, addresses and telephone numbers of Employees. Neither the County nor any of its agents will release the register or any roster of the Employees to any individual or association without the express written consent of the Association.

(e) The Association will be furnished copies of all General, Special and Personnel orders as issued.

(f) An Employee will be entitled to use his/her social security number on uniform traffic summonses rather than his/her shield number.

#### **SECTION 7: COUNTY RIGHTS**

Subject to the provisions of this Agreement, the County retains the exclusive right to plan, determine, direct and control or change the nature and extent of all of its operations and personnel policies and to make decisions that are properly or have been a part of management or a prerogative of the Police Commissioner

including, but not limited to, the promotion of an Employee from one classification to another, the assignment of Employees and others from one command to another, the delegation of an Employee to duties, the tours of duty of those duties and provided that the plan, determination, direction, control or change will not be made or intended to be made in an oppressive or discriminatory manner.

### **SECTION 8: NEGOTIATIONS**

(a) During actual negotiating sessions between representatives of the Association and the County for renewal, changes, or a new Collective Bargaining Agreement, the negotiators for the Association will be assigned to the day shift and will be excused from their duties, provided that the periods of negotiating are reasonable and necessary, and provided further that the number of negotiators will not exceed four. A day spent in negotiating, regardless of the hours actually spent, will be considered a regular tour worked.

(b) The President of the Association and two additional members of the Board of Governors, to be specified by the President, will be on full-time release for Union business to administer this Agreement and to execute the duties of their office and will be excused from their regular duties without loss of pay or benefits including, but not limited to, the 10 hour extraordinary night differential (presently 12%), clothing and cleaning allowance and the highest supplementary wage available pursuant to the Agreement.

All other members of the Association Board of Governors will be entitled to the 10 hour extraordinary night chart differential (presently 12%). In the event the President of the Association is absent for a period in excess of 20 days due to illness, the President may designate a Board member to be released for Union business until the President's return.

The President of the Association on full-time release will receive a wage supplement of 6.5 hours per week. The two designated Board members on full-time release will receive a wage supplement of three hours per week.

(c) Members of the Board of Governors (maximum of 12 members) will be assigned to the day tour, and will be excused from duty on the day on which meetings are to be held, so that they are able to attend meetings of the Board of Governors, Membership meetings and Committee meetings dealing with the administration of this Agreement, and will not be required to perform any additional service to make up for time spent in attendance at the meetings.

There will be an administrative bank of 350 days of release time annually for conducting Union business, exclusive of the full-time release members. These administrative leave days will be used by Employees at the discretion of, and as designated by, the Association President. The President will inform the Director of Labor Relations in writing at least one week prior to an Employee being released for Union business. For additional days above the maximum, the Association must request in writing and receive approval of the Director of Labor Relations. The Association is not required to utilize bank days for any joint County/Association Committees including, but not limited to, Grievances/Labor-Management, Deferred Compensation, Pre-Tax Flexible Benefits, Negotiations, Health Insurance Oversight, Health and Safety, Uniform and Equipment, and/or Benefit Fund meetings. When the Association schedules Board meetings on days celebrated as holidays or when the meeting days will incur overtime, the Board members in attendance will not be entitled to overtime compensation.

The County will grant eight hours of compensatory time off to Board members who attend regularly scheduled authorized Board meetings on their regular days off.

The County will not charge the Administrative leave pool for any time whenever a Board member attends a regularly scheduled Board meeting on his/her regular day off. Any time that may have been charged against the pool hours will be restored.

(d) Members of the Board of Governors and Association delegates will not be transferred from their present squad/team assignments except for just cause,

without the consent of the Employees involved and of the Association. This section will apply to nominees for the above offices for the 45 day period following their nomination.

(e) The County will provide a County phone line in the Association office to be used by the Association Officers to administer this Agreement and to execute the duties of their offices. The Association will reimburse the County for all expenses involved.

(f) The County will supply the Association with a teletype machine for receiving only. The Association will pay for the installation and operation at its own expense.

(g) All certified delegates, including all members of the Board of Governors, of the Association who are working the evening shift on which an open membership meeting of the Association is scheduled, will be excused from duty at 1800 hours (6 P.M.) to enable attendance at the meeting.

#### **SECTION 9: PAST PRACTICES**

The Department will not eliminate any generalized benefit that has been continuously enjoyed by all Employees for a substantial period of time without good cause. Any elimination will be subject to the grievance procedure of this Agreement.

#### **SECTION 10: BILL OF RIGHTS**

All Employees will be entitled to the protection of what will be termed as the "Bill of Rights for Detectives of the Suffolk County Police Department" and that provides as follows:

(a) The Department has established the following procedures to govern the conduct and control of investigations.

(b) The wide ranging powers and duties given to the Department and its Employees involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the

actions of Employees. These questions often require immediate investigation by superior officers designated by the Police Commissioner and the Inspectional Service Bureau of the Department. In an effort to ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

1. The interrogation of an Employee will be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime and the reassignment of the Employee to the day shift will be employed. If overtime, as hereinabove defined, is incurred by reason of the interrogation, the Employee will be given all overtime compensation as set forth in this Agreement.

2. The interrogations will take place at a location designated by the investigating officer. Usually it will be at the command to which the investigating officer is assigned or at the precinct within which the incident allegedly occurred.

3. The Employee will 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 of all persons present during the interrogation, and will be advised of his/her right to an adjournment in order to have counsel and/or Association representative present.

If an Employee is directed to leave his/her command or assignment and report for interrogation to another command, his/her command will be promptly notified of his/her whereabouts.

4. The Employee will be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the Employee of the allegations should be provided. If it is known that an Employee being interrogated is the target of a criminal investigation or a witness only, he/she should be so informed at the initial contact.

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

6. The Employee will not be subjected to any offensive language. Nor will he/she be threatened with transfer, dismissal or other disciplinary punishment. No promises of reward will be made as an inducement to answering questions.

7. The complete interrogation of the Employee will be recorded mechanically or by a Department Stenographer. All recesses called during the questioning will be recorded. The Employee or his/her counsel will be entitled to a transcript of the stenographic record within a reasonable time after the interrogation.

8. The law imposes no obligation, legal or otherwise, on the Department to provide an opportunity for an Employee to consult with counsel or anyone else when questioned by a superior officer about his/her employment or matters relevant to his/her continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department will afford an opportunity for an Employee, if he/she so requests, to consult with counsel and/or with a representative of the Association before being questioned concerning a serious violation of the Rules and Procedures, provided the interrogation is not unduly delayed. However, in these cases, interrogation may not be postponed for purposes of consultation past 10 A.M. of the day following the notification of interrogation. The Employee will have the right to have his/her counsel and/or Association representative present to assist him/her during the interrogation.

#### **SECTION 11: DISCIPLINARY PROCEDURES**

(a) If an Employee pleads guilty or is found guilty of a violation of the Rules and Procedures and is fined by the Commissioner, the Employee may choose to satisfy the penalty by having compensatory time or vacation time equivalent to the amount of the fine subtracted from



his/her accumulation, or he/she may earn a sufficient amount of additional compensatory time so as to satisfy the penalty. This provision will be at the Employee's sole discretion if the penalty is five days or less, but with the Commissioner's consent if more than five days. This provision does not prevent the Employee from choosing a suspension as under the present practice.

(b) There will be an 18 month statute of limitations for the Department to institute disciplinary actions. The institution of charges will be considered the serving of charges and specifications. The 18 month period will begin running from the date the violation is discovered or should have been discovered by reasonable investigation. A determination as to guilt or innocence and punishment, if any, will be made within 60 days after the receipt of the minutes unless the Employee consents to a longer period. At the end of the 60 day period, if no determination has been made, the charges and specifications will be deemed dismissed.

(c) If an Employee is suspended prior to dismissal, he/she will not lose, during the period of suspension, any medical benefits to which he/she would be entitled if on active duty. Benefits will include, but not be limited to, health insurance, welfare plan; etc.

(d) 1. An Employee may elect to proceed to arbitration in lieu of a disciplinary trial ONLY where the Police Department is seeking termination of the Employee. In this case, all other applicable provisions of Section 11 apply. The arbitrator will be selected from an agreed upon rotating panel of arbitrators. Arbitration will be invoked within 10 days after charges are served and an arbitrator selected in accordance with the provisions of Section 12 C(4) (Grievance Procedures). Should the Employee elect to proceed to arbitration, the employee will execute a complete waiver of any right as provided by NYS Civil Service Law Section 76, or similar law, to appeal an adverse determination.

2. An arbitrator selected pursuant to subdivision (d-1) hereof will determine the guilt or innocence of the employee and, if guilty, the penalty to be imposed. The finding of guilt or innocence and any

penalty therewith will constitute the award of the arbitrator. The award of the arbitrator will be final and binding and not subject to review. The provisions of subdivision (a) hereof as they relate to satisfaction of penalty will apply to any penalty imposed in arbitration.

3. Employees electing the arbitration option must be represented exclusively by the Association or its designated counsel; they must waive Section 75 and 76 of the Civil Service Law and these waivers will be executed at the time of exercising the arbitration option.

4. The parties will expedite arbitration proceedings by selecting only those arbitrators who can hear the case within 30 days and then render their decision within 30 days of the completion of the hearing.

5. Arbitration proceedings will no longer be bifurcated. Issues of just punishment and past record will be presented as the final aspect of the arbitration case.

(e) If the penalty sought is greater than a five day suspension, but less than termination, then the Department will conduct a Section 75 Hearing in accordance with Civil Service Law. However, at the completion of the hearing, if the Employee is found guilty of the charges, the penalty to be imposed will not be termination.

The Section 75 Hearing Officer will be selected by the Police Commissioner from a rotating list of not less than five names. The list will be determined by the Department forwarding 10 names to the Association, which may delete up to five names. Once the list is established, it will be updated on an annual basis or sooner, if necessary, due to retirements, deaths, resignations; etc. The agreed upon list of five names will also be utilized for Detective Status Administrative Hearings in accordance with Section 13 (a) of this Agreement.

(f) Command Discipline, where the penalty sought is to be five days or less, is excluded from the arbitration and Section 75 options. If the Employee requests a review of the action taken, the Commanding Officer and the Association, on behalf of the Employee, will present in writing their respective positions to the Commissioner or his/her designee for a review. The decision of the Commissioner or designee will be final and binding, and not subject to any further appeals.

## **SECTION 12: GRIEVANCE PROCEDURES**

(a) **PREAMBLE** - In order to establish a more harmonious and cooperative relationship between the County and the Employees, and to avoid and resolve disputes involving alleged violations of the terms of this Agreement, it is the purpose of this provision of this Agreement, to provide for the settlement of differences through an orderly grievance procedure. All the provisions of this Section of this Agreement will be liberally construed for the accomplishment of this purpose.

### **(b) BASIC STANDARDS & PRINCIPLES**

1. Every Employee will have the right to present his/her grievances in accordance with the procedures prescribed hereunder, with or without a representative of his/her own choosing, free from interference, coercion, restraint, discrimination or reprisal. There will be no discrimination against any Employee because the Employee has formed, joined or chosen to be represented by any employee organization for the purpose of this provision. The Association will have the right to initiate a grievance of any Employee and the Association will have the right to initiate group grievances at the 2nd level (Commissioner).

2. It is a fundamental responsibility of supervisors at all levels to consider and, commensurate with authority delegated by the head of the Department, to take appropriate action promptly and fairly upon the grievances of their subordinates. To this end, appropriate authority will be delegated to supervisors by the Commissioner.

3. The Commanding Officer of each command will be responsible for carrying out the provisions of this procedure and the regulations prescribed hereunder and maintaining the standards herein prescribed in his/her Command.

4. The Commanding Officer or each of their designated representatives will hold conferences at appropriate times with Employees on problems relating to conditions of employment and the continued improvement of the public service. Proposed new rules or modifications of existing rules governing working conditions should, wherever practicable, be announced in advance and discussed in conference with Employee representatives before they are established. Employees are encouraged to contribute their experiences and their ideas to the solution of problems in the public service and to acquire a feeling of identification with the objectives of their Department or Command.

**(c) CONSIDERATION OF GRIEVANCES** - Employees, supervisors and appointing authorities are expected to exhaust every administrative device to settle amicably all differences of opinion. In the interest of uniform procedure and to expedite handling, Employees are expected to present their problems or grievances through regular supervisory channels in the following order and within 30 days from the incident complained about or from the time the incident should have been known to the grievant, or the grievance will be deemed waived.

1. **FIRST LEVEL: The Bureau Commander** - The Employee will first request an interview with his/her Bureau Commander. The Bureau Commander will, within the first three business days the grievant is on duty after the request, discuss the grievance with the Employee during the Employee's tour of duty. In matters for which the immediate Supervising Officer is responsible, such as work assignments or work quotas, the Bureau Commander will make a determination in writing within three business days after the discussion. In matters beyond the authority of the Bureau Commander, the Commander will advise the employee in writing within three business days after the discussion to submit his/her grievance in writing so that it may be taken up at the second level with the Police Commissioner. One

Association delegate or trustee in each command or Bureau will be permitted to devote a reasonable period of time during the tour, or the next succeeding tour, in which a grievance arises to handle or process the grievance. The handling or processing of a grievance will include conferring with supervision.

2. **SECOND LEVEL: Police Commissioner** - If a grievance is not satisfactorily settled at the first level, the Employee may, within 10 business days, request a review by the Police Commissioner. In this case, the specific nature of the grievance and the facts relating thereto will be reduced to writing jointly or separately by the Employee and his/her superior. If a hearing is requested, the Police Commissioner will conduct a hearing within five business days after receipt of the request. If the Employee is still aggrieved, or if a group grievance which is initiated at the second level remains unsatisfied, the grievant or the Association may refer the grievance to the third level.

3. **THIRD LEVEL: Director of Labor Relations** - If the grievance is not satisfactorily settled by the Police Commissioner, the Employee may appeal in writing to the Director of Labor Relations within 10 business days of the receipt of the decision of the Police Commissioner. The Director will review the entire record made to date and render his/her decision, with a copy to the Employee, within five business days of receipt of the appeal. If the Employee is still aggrieved, or if it is a group grievance that remains unsatisfied, the Association may request that binding arbitration be invoked to consider the matter to be decided upon an arbitrator selected from an agreed to rotating panel of arbitrators.

4. **FOURTH LEVEL: Arbitration** - Arbitration will be invoked by the Association by requesting, with notice to the County (Director of Labor Relations), that they select an arbitrator from the agreed upon rotating panel of arbitrators. Decisions of the arbitrator will be final and binding on all parties.

(d) **TIME OF GRIEVANCE DISCUSSIONS & HEARINGS** - All discussions and hearings between an Employee, the

supervisors, the Commissioner, the Director of Labor Relations and the Arbitrator will, so far as practicable, be conducted within the Employee's working hours. An Employee and his/her representative will be allowed time off from their regular duties as may be necessary and reasonable for hearings and discussions.

(e) **REPRESENTATION** - An Employee will be entitled to a representative of his/her own choosing in the presentation and processing of a grievance in all stages, but only the Association will have the right to invoke and utilize the arbitration procedure.

(f) **APPLICATION**

1. The provisions of this procedure will apply to all Employees.

2. The provisions of this procedure will be applicable to conditions that are, in whole or in part, subject to the control of the Commissioner, and which involve alleged safety or health hazards, unsatisfactory physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory and disciplinary practice, unjust treatment by fellow workers, unreasonable assignment or working hours or personal time allowances, unfair or unreasonable work quotas, alleged violations of the provisions of this Agreement, and all other grievances relating to conditions of employment; provided, however, that this procedure will not apply to matters that are reviewable pursuant to legal or administrative procedures established by law.

3. Items such as dismissals, demotions, suspensions, reductions in pay, position classifications, salary allocations, Civil Service examinations, and other matters that are specifically covered in other procedures or laws are not subject to review as grievances pursuant to this procedure.

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**SECTION 13: DETECTIVE STATUS**

(a) In the event the Department intends to return an Employee detailed as a Detective to the uniformed force, an administrative hearing will be held, at which

time the Department's burden will be to show that the Employee is unable to properly perform his/her duties. The properly will have the right to be represented by an Association representative and/or an attorney and present evidence or witnesses to substantiate his/her position. The Department need not show that its action is the result of a disciplinary problem as is the case in the typical disciplinary hearing. The Police Commissioner will appoint a hearing officer from the listing of officers established pursuant to Section 11 (e). There will only be a limited review of the administrative proceeding. Any appeal to a court of competent jurisdiction will be limited to a determination of whether the administrative ruling was arbitrary or capricious and will not be a de novo review of the Police Commissioner's action.

(b) Any Police Officer of the Department who is assigned to either a Detective Command or the Detective Division for his/her nine month anniversary of assignment will receive the designation of Detective. The Detective will be on probation for a period of nine months from the date of receiving the designation of Detective (but in no event no longer than 18 months from the date of the initial assignment to the Detective Command or Detective Division).

The probationary Detective will be on probation for a period of nine months, during which time the Employee may be transferred out of the Detective Command or the Detective Division and back to his/her Police Officer's position and rate of pay, without a hearing to dispute removal. Upon satisfactory completion of the nine months probationary period, the Employee will receive tenure status.

#### **SECTION 14: BENEFIT FUND**

(a) The Association will continue to participate in the Suffolk County Police Benevolent Association Benefit Fund. The County will contribute to the PBA Benefit Fund, on behalf of the Association, an amount equal to the PBA contribution. Contributions to the Benefit Fund will be used for the purpose of providing welfare benefits as determined by the trustees of the Fund. The Association will be entitled to one non-voting

representative on the Board of Trustees of the PBA Benefit Fund.

(b) **BENEFIT FUND RETIREES** - The County will be required to contribute to the Benefit Fund on behalf of all Employees who retire or have retired on a job related disability, until the retired Employee reaches the anniversary date of his/her 20th year of service.

(c) Payments to the Benefit Fund by the County will be made in advance on a bi-monthly basis. The amount of prepayment will be based on the number of Employees on the last payroll preceding prepayment. It is further understood that there will be a reconciliation at the conclusion of each two month period, whereby additional payments will be made on a daily basis for Employees added to the payroll during the two month period but after the payment date, and whereby deductions on a daily basis will be made for Employees who are terminated during the two month period but after the payment date.

(d) The Association, upon 90 days' notice to the County and the PBA Benefit Fund, will have the option to change to another existing County employee benefit fund.

#### **SECTION 15: DEFERRED COMPENSATION ANNUITY**

The County has consensually granted to the Association (as a non-monetary Item) a Deferred Compensation Annuity Program for the Employees. The County agrees to continue offering the Deferred Compensation Program, as well as an oversight panel. The Association will have a representative on the oversight panel. The panel will serve as an oversight committee to make recommendations to the County Executive for his/her designation of financial and/or administrative providers. The panel will also review and render final determinations regarding hardship matters, carry out any other responsibilities as provided for in State Finance Law No. 5, the Rules and Regulations promulgated thereunder and any other applicable Federal or State laws, rules, or regulations, as well as any other matters agreed to by the parties.



## SECTION 16: INSURANCE

(a) The County will provide insurance coverage for Employees protecting them from legal actions against them that will include, but not be limited to, civil suits, false arrest suits, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of Right of Privacy, wrongful entry or eviction or other invasion of Right of Occupancy, invasion of Civil Rights; etc., and which will cover both compensatory and punitive damages on both the State and Federal Level. Insurance coverage will only be afforded to Employees acting within the scope of their authority and in the proper performance of their duty.

(b) The County will provide comprehensive liability coverage, over and above the Employee's own coverage, which will mean insurance for all claims by 3rd persons arising out of a vehicular accident, for an Employee who is recalled from the Employee's residence to and from the place the Employee is due to report for recall. This provision will apply regardless of whether the purpose of the recall is for regular duty, court or some other governmental agency.

(c) The County will support any activities sponsored by or with the authority of the Commissioner of Police and consider these activities County functions to the extent of providing liability insurance and workers' compensation benefits.

(d) The Board of Governors, the delegates, or any Employee assigned by the President to do Association work in Nassau and Suffolk Counties, will be covered for medical payments, comprehensive liability insurance and be given all the protection they would enjoy if they were on their regularly scheduled tour of duty.

When outside of Nassau and Suffolk Counties, written permission must be received from the Commissioner or his/her designee in order for the Employee to be covered for medical payments, comprehensive liability insurance and all the protection the Employee would enjoy if he/she were on his/her regularly scheduled tour of duty.

(e) In each January, the County will pay to the Association the amount of \$24,815 for life insurance. The Association will utilize this payment for the purchase of a self-insured insurance program.

**SECTION 17: HOSPITALIZATION & SURGICAL INSURANCE**

(a) The County will continue in full force and effect all hospitalization and surgical insurance now being carried for and on behalf of the Employees, both active and retired, pursuant to the County's EMPLOYEE MEDICAL HEALTH PLAN (EMHP) or HMO OPTIONS. At such time as the County's EMHP is no longer applicable pursuant to the existing Memorandum of Agreement dated October 31, 1997, then the County will provide benefits pursuant to the Empire Plan or successor benefits and HMO Options. The County will continue to pay 100% of the cost of a plan for the Employees. The Employee will be entitled to a choice of a plan as set forth above. This will include single, husband and wife and family coverage.

(b) An Employee covered by his/her spouse pursuant to a health insurance plan may opt to receive a cash payment in lieu of County health coverage. This cash payment will be one-half of the sum that the County would otherwise have been obligated to pay on the Employee's behalf for insurance premiums. Employees will have the option of returning to coverage at any time subject to rules and regulations as implemented. Effective March 14, 1997, Employees participating in the health insurance buy-back program will continue to be eligible to participate in that program. Employees not participating in the health insurance buy-back program as of March 14, 1997 will no longer be eligible to participate in that program. Should the County return to other than a self-insured health insurance plan, all Employees will be eligible to participate in the health insurance buy-back program.

(c) If an active Employee with at least one year of service deceases, his/her immediate family at the time of his/her demise will continue to receive hospitalization insurance at the County's expense until the spouse remarries and children reach the age of 19, if not going to college, or 25 if going to college, unless this child is developmentally disabled or

physically handicapped, in which case there will be no maximum age limit. The death does not have to be in the line of duty.

(d) The hospitalization and surgical insurance will continue for the spouse and dependents of retired Employees who decease subsequent to their separation from service.

#### **SECTION 18: RETIREMENT & LEGISLATIVE BENEFITS**

(a) All the rights and benefits to which each Employee is now entitled, pursuant to Section 387, 387A, 384d, 384e, 302-9(d), 360-b, 375-c, 375-e, 375-g and 375-i, of the Retirement and Social Security Law of the State of New York, will continue in full force during the term of this Agreement and the County will not during its term make application to the Legislature of the State of New York for any reduction or other diminution of these rights and benefits.

(b) The County will notify the Association of any legislation to be proposed or supported by the Commissioner of Police, the County Executive or the County Attorney on a state, federal or local level, and the Association will do likewise prior to its proposal if the legislation may affect the working conditions, benefits or retirement rights of the Employees.

(c) A retired Employee, upon due registration with the Department, will be entitled to a gun permit without the necessity of an application, investigation, or fee, provided that a medical authority designated by the Police Commissioner does not find the Employee medically or psychologically unfit to carry a weapon. In situations where an Employee has been charged with allegations of serious misconduct, the Employee may be denied a gun permit, subject to an expedited grievance arbitration on the reasonableness of the denial. Retirees entitled to a permit pursuant to this Section may retain the handguns provided them by the Department.

Employees residing on the East End must make application to the County Sheriff.

(d) An Employee whose services are terminated for any reason, including cause, who is called to testify or

assist in any proceeding including, but not limited to, criminal and civil cases, administrative hearings, disciplinary hearings; etc., that he/she investigated or was involved in prior to the termination of his/her services, will be compensated for the appearances by a day's pay at the present prevailing rate with the same compensation as given to the Employees in the rank/designation he/she held immediately prior to his/her termination.

**SECTION 19: COMPENSATION INCLUDED IN RETIREMENT ALLOWANCE**

Any money received as compensation in accordance with this Agreement will be regarded as salary or compensation for any of the purposes of the New York State Retirement System; but compensation, other than set forth on Schedules A, B, C, and D, will not be regarded as salary or compensation for the purpose of determining the right to any increase of salary or any salary increment. Compensation paid in accordance with this Agreement will not be construed to constitute a promotion.

**SECTION 20: TERMINATION ENTITLEMENT**

Upon termination, an Employee will be paid for all earned but deferred benefits such as wages, unused compensatory time (to be paid for in cash), overtime pay, holiday and special days' pay, unused vacation time, unused personal leave days and other like compensation, except for unused accrued sick leave, payment for which will be as set forth in Section 38 of this Agreement.

Employees retiring between January 1 and June 30 will receive 50% of their annual sick leave, vacation leave and personal leave for that year, and Employees retiring between July 1 and December 31 will receive 100% of their annual sick leave, vacation leave and personal leave for that year.

## **SECTION 21: DRUG & ALCOHOL TESTING**

The County can order an Employee to submit to drug and alcohol testing as follows:

1. For reasonable suspicion; e.g., the ability of a Department Supervisor to articulate a reason why he/she wishes to test the Employee for drugs and alcohol.
2. Random drug and alcohol testing pursuant to Appendix B.
3. Results of drug and alcohol tests will be used for administrative purposes only (e.g., discipline).
4. The current drug and alcohol testing policy will be expanded to include steroid testing.

## **SECTION 22: EDUCATION ALLOWANCE**

The County will pay \$50,000 annually, for educational benefits for Employees. These funds will be administered by a joint committee comprised of equal members designated by the President of the Association and the Director of Labor Relations.

## **SECTION 23: PROMOTION BENEFITS**

(a) Subject to the approval of the Civil Service Department, Employees will be eligible to take an examination for promotion to Sergeant after three years of service as a sworn employee of the Department, and will be given a full eight hours off between the end of their tours and the commencement of the examination.

(b) Any change in educational requirements for promotion will not be applied retroactively to incumbent sworn personnel employed on or before January 1, 1976.

## **SECTION 24: WAGES**

(a) The wages commencing March 31, 2008 will be as set forth in Schedule A.

(b) The wages commencing January 1, 2009 will be as set forth in Schedule B.

(c) The wages commencing January 1, 2010 will be as set forth in Schedule C.

(d) There will be a salary schedule consisting of four equidistant steps at 3%, 6%, 9% and 12%.

The Salary Index will remain in full force for the period of January 1, 2008 to December, 31, 2010 and be reflective of the new PBA wage schedule but, for purposes of the first wage adjustment, it will be effective as of March 31, 2008. In years two and three of the 2008-2010 Agreement, the index will be fully effective on January 1 of those years.

(e) All wages will be paid bi-weekly by check or checks by noontime on Thursday by delivery to the Command, except when Thursday occurs on a legal holiday, in which case payment will be made on the previous business day.

(f) All Employees will be offered the opportunity to participate in a Direct Deposit Program.

(g) All pay for items other than basic regular salary will either be paid by separate checks or will be separately itemized if more than one item is on a single check.

(h) 1. Any Police Officer who has been or will be assigned to either a Detective Command or the Detective Division for his/her nine month anniversary of the assignment will receive the designation of Detective and placed on Step 1 of the wage schedule.

2. All Employees, upon satisfactory completion of the one year probationary period (18 months from initial assignment to the Detective Command), receive tenure status.

Thereafter, an Employee will advance on the next January 1st to Step 3 on the wage scale and will thereafter advance on each successive January 1<sup>st</sup> in accordance with the wage scale.

(i) **ASSIGNMENT PAY** - Employees assigned to the Environmental Crime Unit and Identification Command will be paid a supplementary wage of 4.5% of the employee's base pay.

(j) **SPECIAL ASSIGNMENT PAY OUTSIDE AGENCIES** - This supplementary wage will be increased to seven percent of employee's base pay. The terms and conditions specified in the Memorandum of Agreement concerning Employees assigned to the FBI-NYPD Joint Terrorist Task Force are memorialized in this Agreement.

#### **SECTION 25: HOURLY & DAILY RATE OF PAY**

Holiday pay and overtime will be calculated based upon a 232-day duty chart.

#### **SECTION 26: LONGEVITY**

(a) Effective January 1, 2008, an employee will receive longevity pay at the rate of \$325 per year for each full year of completed service. Effective January 1, 2009, longevity pay will be increased to \$350 per year. Effective January 1, 2010, longevity pay will be increased to \$375 per year. Payout will not commence until the 6th year at a rate of \$2,250. Longevity amounts will be paid by separate check on the Thursday following the first payday in April of the calendar year in which the appropriate number of years of service is completed and in April of each succeeding year. The increased longevity pay is payable effective December 31, 2010.

(b) For purposes of longevity, service must be continuous except that leave of absence or resignations (if reinstatement is made within one year) will not constitute a "break" in service but, if the leave of absence is for more than one year, no credit will be given for the time on leave except for a military leave of absence. Suspensions will not be deemed a break in service.

(c) 1. For purposes of longevity, "service" will mean service in the Department, except that Employees who have transferred into the County and who have

received credit for any prior service for the purpose of seniority will likewise be credited with that service for the purpose of determining entitlement to longevity pay.

2. For the purpose of calculating longevity, Employees will be given credit for all full-time sworn police service in New York State.

(d) An Employee will be deemed to have completed the appropriate number of years of continuous service, as the case may be, on January 1 of the calendar year in which he/she will have completed the service and will be entitled to longevity pay when terminated from service during that year by reason of death or retirement. Employees terminated for other reasons will be entitled to receive a full year's longevity pay only if they have actually completed the appropriate number of years of service, as the case may be, at the actual date of termination. For example: an Employee whose date of completion of 12 years of service is July 1, and who retires on March 1, will have his/her full longevity check to which he/she is entitled upon the completion of 12 years of service, paid to him/her as of the date of retirement. For example: an Employee whose date of completion of 12 years of service is September 1, and who resigns on July 1, will have his/her longevity check to which he/she is entitled, upon the completion of 11 years of service, paid to him/her as of the date of his/her resignation.

(e) Employees who are entitled to longevity on January 1st of any year will be paid by separate checks on the Thursday immediately following the 1st payday following April 1st of that year.

#### **SECTION 27: NIGHT DIFFERENTIAL**

If an Employee works a steady night tour or otherwise qualifies for a three tour schedule, night differential compensation will be 10% of the top step Detective's base pay. If an Employee works 1/2 of his/her tours at night, night differential compensation will be 7.5% of a top step Detective's base pay.

An Employee assigned to a 10-hour extraordinary



night chart will receive a night differential equal to 12% of the top step Detective's base pay.

Night differential compensation will be paid quarterly by separate check on the Thursday following the third payday after the end of each quarter. Night differential payments will be based upon the prorata period of time the Employee was actually assigned to a specific schedule (two tour, steady night tour, or three tour equivalent). This provision will not be applicable to work performed between 4 P.M. and 5 P.M., which is part of a regular 9 A.M. to 5 P.M. day tour, or work performed between 6 A.M. and 8 A.M., which is part of a regular 6 A.M. to 2 P.M. day tour, and will be applicable to work performed between 3 P.M. and 4 P.M., which is part of a regular 3 P.M. to 11 P.M. night tour and will be applicable to work performed between 2 P.M. and 4 P.M., which is part of a regular 2 P.M. to 10 P.M. night tour.

#### **SECTION 28: OVERTIME**

(a) Overtime will consist of all work in excess of eight hours in any one day or in excess of the regularly scheduled work week.

(b) All overtime compensation to which an Employee is entitled will be paid for at the rate of 1.5 times the Employee's hourly rate of pay, unless the Employee notifies the Department by midnight on the last day (Sunday) of the payroll period in which the overtime was worked that he/she desires to exercise his/her option to be compensated by 1.5 hours of compensatory time for each hour of overtime. Overtime will be paid in the pay period following the pay period in which the overtime is accrued.

(c) Overtime for an Employee will commence running for all work performed as of eight hours after the Employee is directed to report to work. Overtime of less than 15 minutes will not be specifically compensated. Overtime between and including 15 minutes and 45 minutes will be credited as 30 minutes and compensated with 45 minutes of compensatory time or its equivalent in wages. Overtime between and including 45 minutes and 75 minutes will be credited as 60 minutes,

and will be compensated with 90 minutes of compensatory time or its equivalent in wages; etc.

(d) An Employee may accumulate 100 hours straight time or 150 hours overtime rate of compensatory time during any calendar year, after which accumulation the County must give and the Employee must accept cash payment. If an Employee reduces his/her accumulation below this limit, he/she may replenish it until the limit is again reached.

(e) 1. Compensatory time may be taken at a minimum of four or more hours at any one time, at times to be agreed between the Department and the Employee.

2. If an Employee elects to take compensatory time in lieu of paid overtime, he/she will be given an opportunity to take the compensatory time at agreed times during the year in which it was earned. If it is not taken by the end of the last full payroll period in November in the year in which it was earned, the Employee will be paid for it by separate check on or before December 31st. Any compensatory time earned after the end of the last full pay period in November will be carried over to the following year.

(f) 1. Tours of duty will not be changed to avoid the payment of overtime. Nor will the Department discriminate in the payment of overtime among Employees who are performing similar services at the same time. It is understood and agreed, however, that when required by police necessity, such as civil disorders and the like, over which the Department has no control, and upon express written order of the Police Commissioner, tours of duty can be changed to fulfill the police necessity without the payment of overtime. Court appearances and the like will not be deemed a police necessity.

2. When tours of duty are changed other than in cases of police necessity, the total compensation to be received by Employees will be time and a half for all hours of the changed tour, whether part of the regular tour or not. For example:

a. If an Employee's regular tour is 9 A.M. to 5 P.M., and it is changed to 4 P.M. to 12 midnight,

then he/she will receive eight hours pay at time and a half rate.

b. If an Employee's regular tour is 9 A.M. to 5 P.M. and it is changed to 12 Noon to 8 P.M., then he/she will receive eight hours pay at time and a half rate.

3. Notwithstanding the above provisions, tours of duty may be changed, without penalty, for schools, seminars and in-service training programs.

4. Notwithstanding the above provisions, the County will have the right to change tours of duties for Employees without penalty for extraordinary work. Extraordinary work will mean special assignment to the District Attorney's Office in excess of five days, crimes requiring massive and immediate investigation, and protection of VIPs.

5. Notwithstanding the above provisions, Employees, with the approval of the Commanding Officer, will have the right to mutually switch tours of duties without penalty to the County.

6. When tours of duty are changed for the purpose of an extended court case of one week or more, the Employee will receive time and a half for each day of the extended court case.

7. If an Employee, not on a regularly scheduled tour of duty, leaves the County on police business for four hours or more, actual time, he/she will receive a meal allowance of \$7.50 if the four hours are completed prior to 1700 hours and \$12 if the four hours are completed after 1700 hours. If an Employee, on a regularly scheduled tour of duty, leaves the County for three hours or more with one hour or more falling within the hours of 1200 to 1400 hours, he/she will receive a meal allowance of \$7.50. If an Employee, on a regularly scheduled tour of duty, leaves the County for three hours or more with one hour or more falling within the hours of 1900 to 2100 hours, he/she will receive a meal allowance of \$12. If he/she is out of the County overnight, he/she will receive an additional meal allowance of \$3. However, no meal allowance money will

be paid if the Employee is actually given a meal period before leaving the County.

In lieu of the above meal allowances, Employees performing an extradition will receive a \$50 meal allowance in advance for each overnight stay. This allowance will be the total meal allowance payable during the extradition proceeding for each Employee.

8. An Employee who performs overtime (either upon completion of his/her regular tour or a nonscheduled day) will be entitled to a meal allowance of \$12 upon the completion of the first four hours of overtime work, \$7.50 upon the completion of the second four hours of overtime work, and \$7.50 upon the completion of each four hours of overtime work thereafter.

(g) If an Employee performs police duties on his/her off duty hours, he/she will 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 the expenses incurred in performing the 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 will be compensated pursuant to the applicable provisions of this Agreement. This provision will not be applicable to any police work arising out of the performance of an off-duty, private job, in which the duties of the Employee are directly related to investigation, apprehension and/or detention.

(h) If an Employee is required to write a report commonly known as a 42 when off-duty, he/she will be compensated by the applicable overtime rate for all time so spent.

**SECTION 29: MILEAGE ALLOWANCE, TRAVEL PAY & OUT OF STATE DUTY**

(a) Whenever an Employee, while not on a scheduled tour of duty, is required to attend in Court, other governmental agency, or called into other duty in connection with the performance of his/her duties, other than in civil cases as provided for in Section 31,

he/she will be paid a mileage allowance from his/her residence to the court, agency or regular duty, and return at the rate of \$.31 per mile and he/she will not be required to use a County vehicle. In other cases, whenever an Employee uses his/her private vehicle when on his/her regular tour of duty or when leaving the County on duty, whether or not on a regularly scheduled tour of duty, he/she will be paid the same mileage allowance. In the event any other County negotiating unit receives an increase above \$.31 per mile, the rate will be increased to that amount.

**(b) 1.** When the Employee is assigned to appear at court, governmental agency or regular duty located in the City of New York, he/she will be given four hours' travel pay at straight time rate, two hours each way. When the Employee is assigned to appear at a court, governmental agency or regular duty located in the County of Nassau, he/she will be given two hours' travel pay at straight time rate, one hour each way. Travel time will not be payable for time spent traveling during the Employee's tour of duty.

**2.** Whenever an Employee is required to attend training within the State of New York, but not within the confines of New York City or Nassau County, he/she will be compensated at his/her regular hourly rate of pay for each hour actually spent traveling, when the travel occurs other than in his/her regular tour of duty. It will be in the sole discretion of the Department to choose the option to pay the Employee in straight time or compensatory time.

**3.** Whenever an Employee is required to attend training out of the State of New York, he/she will be compensated for the hours actually spent traveling at straight time compensatory time unless, in the sole discretion of the Department it is determined to pay the Employee in straight time pay.

**4.** For the purpose of travel time as specified in No's. 2 and 3 above, the County will have the right to choose the method of transportation which will be the time allocated for travel.

**(c)** An Employee who will incur expenses as a result

of an out-of-state duty and (to the extent legally permissible) out of the metropolitan area duty will be issued an advance against the expense.

(d) 1. Whenever it will be necessary for an Employee to be sent out-of-state concerning an investigation, the Employee assigned to that case will be given the first opportunity to leave the jurisdiction on that matter. Another Employee of the squad may be assigned to the duty if the Employee assigned to the case is on vacation, his/her normal day off, sick leave, or utilizing compensatory time. In the foregoing cases, all reasonable efforts will be made by the County to contact the Employee before assigning another Employee. During out-of-state investigations, overtime will be paid for time actually worked in excess of eight hours per day.

2. Whenever it will be necessary for Employees to be sent out-of-state concerning an extradition proceeding, the total compensation afforded the Employees will be 12 hours pay per day at the straight time rate. The compensation will be the total compensation whether or not the assignment involves a tour change, recall, or hours in excess of 12.

3. Whenever possible or practical, Employees must be sent on extraditions. The Employee assigned to the case will be given the first opportunity to leave the jurisdiction on the extradition. Another Employee of the squad may be assigned to the duty if the Employee assigned to the case is on vacation, his/her normal day off, sick leave, or utilizing compensatory time. The Department must make all reasonable efforts to contact the Employee assigned to the case even if the Employee is utilizing accruals. If the Employee elects to perform the extradition he/she will receive compensation as specified above, and, if utilizing accruals, will not be charged accruals for the day. There will be no penalty to the County for an Employee who cancels accruals for an extradition.

**SECTION 30: RECALL, TRAVEL TIME & STANDBY**

(a) Except as set forth in Section 28(b), any Employee called in for any period of time at hours other

than his/her regularly scheduled tour of duty, or who is recalled after having completed his/her tour of duty will receive overtime pay of not less than six hours' straight time. However, this provision will not apply to work up to two hours in duration performed directly before the beginning of a regularly scheduled tour of duty, other than appearances for Court, administrative hearings or proceedings before governmental agencies. Except as set forth in Section 28(b), the hours worked directly before the regular tour will be paid for at the overtime rate of 1.5 times the regular rate of pay. When an Employee is called in up to two hours before his/her regularly scheduled tour of duty, other than appearances in Court, administrative hearings or proceedings before governmental agencies, he/she will continue to work or be paid for his/her regular tour in addition to overtime hours worked prior thereto. Call-in pay, as set forth above, will include, but will not be limited to, attendance in court or other governmental agency in connection with the performance of his/her duties and will commence at the time that the Employee makes his/her appearance in court or other governmental agency, or any other regular duty. In addition, one hour travel time at overtime rate will be given an Employee for his/her travel time to and from the court, governmental agency or any other regular duty. The County may use recalled Detectives in any capacity during the period of their recall.

Notwithstanding the recall arbitration award issued by Arbitrator Martin F. Scheinman dated June 21, 2002, any Employee recalled may, at the discretion of the Department, be utilized to perform duties beyond those for which the Employee was recalled; i.e., general Detective Duties, during the four hours of the minimum recall. The Department has the right to require the Employee to work the full four hours of the minimum recall and perform duties other than those for which that Employee was recalled.

**(b)** In the event an Employee is asked to standby for duty before or after the completion of his/her regular tour of duty, any time between the hours of 1 A.M., and 9 A.M., the Employee will be paid for two hours' pay at straight time rate for the standby, it being understood, however that, if the Employee is

called out to duty, the standby pay will not be paid but, rather, he/she will be compensated in accordance with the minimum recall rate specified. If the Employee is recalled during the last two hours of his/her standby, he/she will receive the standby pay in addition to the pay specified herein for the hours of recall. This provision will not be applicable to courtroom standby, it being understood that no Employee will be required to standby for courtroom appearances.

(c) Court recall will be compensated in accordance with the following rules:

1. If the court recall is canceled by notifying the Employee more than 48 hours before the designated time, then the Employee will receive no compensation.

2. If the court recall is: (1) not canceled by notifying the Employee more than 48 hours before the designated time, or at any time 48 hours or less before the designated time; and (2) the Employee actually reports for the work, then the Employee will be credited with a minimum of four hours at the overtime rate, as time worked or the actual time worked if four hours or more. If the Employee does not actually report for the work, he/she will receive no compensation.

3. If the court recall is canceled by notifying the Employee 48 hours or less before the designated time, the Employee will immediately notify his/her Commanding Officer or other individual the Commissioner of Police so designates in the Rules and Procedures of the Department. The Employee will be required to report to his/her command for a minimum of four hours of work all of which will be within eight hours after the designated time, unless he/she voluntarily or actually does not so report to work, in which case he/she will receive no compensation for court recall.

4. Notice to any Employee pursuant to this section must be sent to him/her personally or in writing by any Employee with the rank of Sergeant or above.



### SECTION 31: SUBPOENAS IN CIVIL ACTIONS

Whenever an Employee is subpoenaed in a civil action, all fees paid for by his/her attendance as a witness will be the property of the Employee. An Employee who is subpoenaed to testify in a civil proceeding in the Counties of Nassau or Suffolk will be entitled to a subpoena fee of \$10. An Employee who is subpoenaed to testify in a civil proceeding in New York City or in any area outside of the Counties of Nassau or Suffolk will be entitled to a subpoena fee of \$15. The County, however, will not be responsible for payment if the subpoenaing attorney fails to provide the aforementioned amounts.

### SECTION 32: WORK SCHEDULES & CONDITIONS

(a) The two tour rotating 4/2 schedule will be replaced with the two tour rotating 5/2, 5/3 schedule as the core chart; i.e. chart requiring seven day coverage.

Employees assigned to work the 5/2, 5/3 schedule will have their schedule rotated as follows: five days on duty, a 72 hour swing, five days on duty, an 80 hour swing.

(b) The only other authorized work schedules for Employees will be a fixed work schedule, either days or nights, consisting of five days on duty, two days off, or a system of work schedules based on rotating tours of one week of days - one week of nights, five on, two off, with 72 and 56 hours between tours. None of the work schedules authorized in subdivision (b) of this Section will include seven days per week coverage within a Command. The Department will not utilize work schedules based on a system of rotating tours of two weeks one tour and one week another tour.

(c) Employees assigned to the 5/2, 5/3 work schedule will be entitled to 10 additional paid leave days per year (xdo's). The 10 additional paid leave days will be utilized pursuant to Department Memorandum # 03-50, Chart Day Selection for Detectives, issued February 25, 2003 (Appendix E).

Employees working the rotating 5/2 duty

schedule will have 26 XDO's per year (prorated for portions of a year worked) that will be scheduled by the Department. This will result in a 234 day annual work day schedule. Employees working the 5/2 straight work day schedule will have 24 XDO's per year (prorated for portions of a year worked) that will be scheduled by the Department. This will result in a 236 day annual work schedule. All work schedules will be labeled as to appropriate night differentials based on this Agreement.

(d) All Employees, depending on their work schedule, will be guaranteed a work schedule of 232 to 236 days per year. Any Employee who works in excess of either amount will be compensated for the difference by the equivalent number of leave days scheduled by the Department.

(e) All duty and work schedules for Employees will be given to the Association on January 1st of each year, or when issued, if an amendment thereto is made during the year.

(f) An Employee will be entitled to a 60 minute meal period during each tour of duty. If an Employee is compelled to miss the meal period or any portion thereof due to his/her official duties, he/she will be entitled to straight time cash for any portion so missed.

(g) Duty charts for Employees may be changed on an individual basis within a command if the Employee's chart has not been changed for at least 13 weeks. Employees may be scheduled or rescheduled on the 1 A.M. to 9 A.M. standby on a monthly basis.

(h) There will be no automatic restrictions on when an Employee may take leave days.

(i) The Department may implement a Task Force subject to the following conditions and providing the Department notifies the Association in accordance with Section 32 (e) above:

1. The Task Force must involve more than one Detective Command.

2. The assignment to the Task Force or returning the Employee to his/her original duty chart will be without penalty to the County (i.e., no tour change, recall or overtime). While assigned, all provisions of this Agreement regarding tour change, recall and overtime will be applicable.

3. The assignment and return of the Employee to the original chart will constitute one chart change.

4. The 13 week interval specified in Section 32(g) above does not apply to this Task Force provision. However, upon returning to his/her original duty chart, the Employee must complete any remaining time pursuant to Section 32(g) absent time served in the Task Force.

5. If additional Employees are needed after the initial assignment to the Task Force, the Department must assign them to the Task Force. If it becomes necessary to reduce the Task Force Employees due to a lessening of work demands, additional Employees may not be assigned to the Task Force unless needs dictate otherwise.

### **SECTION 33: WORKING CONDITIONS**

(a) Upon request for good cause, and at reasonable intervals of time, an Employee will be permitted to examine his/her official Department employment personnel file, upon prior approval of the Commissioner. Reasonable intervals of time will be deemed intervals of no less than one year. An Employee on a promotion list who is passed over will be deemed to have good cause to examine the file.

(b) There will be only one Department "Employee Personnel File."

(c) Unless part of an investigation resulting in a complaint being issued by the Department against an Employee, the original and all copies of anonymous correspondence and memoranda relating to phone calls will be destroyed. The Employee and, if the Employee so consents, the Association, will be advised immediately of the outcome upon the completion of the investigation and the progress during it at any time upon the

Employee's or the Association's request.

(d) The Department will notify an Employee of inclusion of any detrimental material in his/her personnel file since the Employee last examined his/her file and will permit the Employee to examine the material and submit a written answer that will be attached to the file copy.

(e) Charges and Specifications and all references thereto will be removed from the personnel folder of the Employee and returned to the Employee or destroyed, at the Employee's sole option, if he/she is found not guilty after the administrative hearing or after proceedings are finally reversed by a court of competent jurisdiction. Effective September 22, 2010, in cases in which the Employee has been found not guilty, the documents related to charges of misconduct and anonymous written and oral complaints will be removed from the Employee personnel file and will be maintained in a separate file for the requisite period. The reports reflecting the finding that the Employee was not guilty will be attached to the document removed from the personnel file

(f) An Employee may accept and be employed in any occupation off-duty that is not in violation of Federal, State or County law, or present Rules and Procedures. Permission slips will not be required from the Employees as a condition for securing or maintaining outside employment as long as the Employee notifies the Commissioner of the acceptance of the employment. However, in those specific individual cases where the Police Commissioner deems that an Employee's outside employment is in some manner compromising his/her position as a Detective, the Police Commissioner may direct that the Employee cease the employment. (For example, if an Employee uses his/her official position in his/her outside employment to gain an unfair advantage over competitors.) In those special instances, the Police Commissioner can direct that the Employee terminate the employment. All decisions of the Police Commissioner will be subject to the grievance procedure. An Employee will not be required to report the employment of his/her spouse or children unless specifically requested to do so by the Commissioner upon

stated good cause.

(g) It will be optional for an Employee to carry his/her weapon when not on duty.

(h) Any Employee who carries a second gun will be required to adhere to the following guidelines:

1. The Employee submits PDCS-1029D (Employee Weapon Record) through proper channels.

2. The Employee has the weapon inspected by the Armorer Section and it is found to be safe and suitable for police use. It will be the sole determination of the Armorer Section as to the suitability of a weapon for police use.

3. The Employee is trained in and has qualified with the weapon at the Police Range.

4. The Employee qualifies at least once every three years with each off-duty weapon he/she is authorized to carry.

5. Any weapon that the Employee is authorized to carry is inspected by the Armorer prior to each qualification. If the weapon is found to be in need of repair, the Employee is prohibited from carrying it until the repairs are made and approved by the Armorer. Any repairs made to a personally owned weapon will be made at the Employee's expense.

(i) Except where marine operations are involved, no Employee will be required to pick up the bodies of deceased persons whose bodies are so decomposed as to be offensive.

(j) When involved in police business, whether on or off-duty, an Employee will be compensated for the loss or damage of personal items, except for clothing when receiving an allowance for clothing, and except for automobiles. The maximum reimbursement for damaged, destroyed or lost watches will be \$50.

(k) During periods of extreme hot weather (85 degrees and over), Employees will not be required to

wear a necktie or jacket, provided that the mode of dress is neat and conceals the weapons and required equipment, except when specifically required by the nature of the assignment; e.g., funeral details and court appearances. Employees will be entitled to wear leisure suits, turtleneck sweaters with jackets or sport jackets.

(l) Employees may join political clubs, make political contributions, or run for political office to the extent permitted by law.

(m) An Employee who requests a transfer will be entitled to receive a reply evidencing receipt of the request from the bureau or command to which he/she has asked to be transferred. An Employee may withdraw a request for a transfer before it takes effect.

(n) All newly ordered radio motor patrol cars, both marked and unmarked, will be provided with air conditioning.

(o) Individual gun lockers will be provided in each Detective command where the processing of arrests takes place.

(p) Employees will have the right to refuse and cannot be ordered to use Departmental vehicles if any one or more of the following items is unsafe or not working:

1. Tires
2. Brakes
3. Steering (front end)
4. Radio (transmitting and receiving)
5. Lights (external)
6. Climate Control (defroster/heater)
7. Windshield Wipers and Washers
8. Motor Mounts

(q) An Employee will not be required to notify ~~his/her Commanding Officer of his/her whereabouts while on vacation, except that the Police Commissioner can request an Employee's whereabouts when he/she deems it necessary.~~

(r) When justified, the Police Commissioner will

appoint a superior officer to investigate complaints of harassment or discriminatory practices by superior officers. This appointment will be mutually agreed upon.

(s) If an Employee works on another job while under suspension, compensation received by him/her will not offset any back pay to which the Employee may become entitled upon reinstatement. An Employee under suspension will not be required to report to duty each day.

(t) The Department will not administer the polygraph to Employees for any reason.

(u) Two Employees in adjoining commands may eat together if workload permits, but meals must be taken in close proximity to both commands.

(v) Scheduled overtime will be distributed evenly within a command when feasible.

(w) An Employee will be required to maintain a portable radio in an operating mode and carry it with him/her when on duty, except when conditions dictate otherwise.

(x) Employees assigned to the scuba team will be provided by the County with all scuba equipment and maintenance thereof as long as the total cost for all sworn Employees so assigned does not exceed \$6,000 annually in addition to present expenditures.

(y) It will be the sole discretion of the Commissioner, on an individual basis, as to which Employees will receive and be permitted to utilize County cars for travel to and from work. This determination will be made in the best interest of the Department and may be reviewed or changed at any time.

#### **SECTION 34: CLOTHING, CLEANING, EQUIPMENT & FACILITIES**

(a) All Employees will be paid a clothing allowance of \$700 each year, to be paid on or before the 30th day of June of each year.

(b) The County will pay a cleaning allowance of \$800 each year to each Employee. This allowance will be paid on or before the 30th of June of each year.

(c) The Quartermaster Section of the Department will supply, and replace where necessary, to the Employees, all equipment required by the Department for the performance of employee duties as per Rules and Procedures. Where an Employee is required to purchase police equipment with his/her own funds, this equipment will be the property of the Employee unless the Employee is credited with its cost at the time the property is surrendered to the Department.

(d) Employees will be provided with leather jackets on a replacement basis.

(e) A Uniform and Equipment Committee will continue to review from time to time schedules on required uniforms and equipment and problems relating thereto and to make recommendations as to the same. The Uniform and Equipment Committee will be a standing committee of three Employees designated by the Association, and an equal number of Employees designated by the County. Meetings are to be called on the request of either party.

The Director of Labor Relations or his/her designee will be one of the employee designees on the Uniform and Equipment Committee.

(f) Lockers of adequate size to store riot gear and equipment, and locks will be provided in the commands for the exclusive use of Employees.

(g) A file cabinet will be provided, at the sole expense of the County, for each Association Trustee.

(h) Lounge areas will be provided for the exclusive use of sworn personnel in court buildings. The present lunchroom facilities in commands will not be diminished and will be limited to regularly assigned command personnel and supplied with an adequate number of chairs and tables.



### SECTION 35: PERSONAL LEAVE DAYS

(a) Every Employee will be entitled to five days on which he/she may absent himself/herself from duty for the purpose of taking care of and providing for his/her business affairs, family affairs and other personal problems which will not, however, include absence for funerals or illness.

(b) Personal leave days will not be prorated for portions of a year worked, but the full entitlement will be given to an Employee who is employed at any time during the calendar year.

(c) Unused personal leave days at the end of a calendar year will not be lost but will become part of the Employee's accumulated sick leave.

(d) An Employee selecting a personal leave day will be given preference over an Employee selecting his/her compensatory time.

(e) Except as provided in Section 35(f), the County will not cancel personal leave days except for public emergencies and the actual full mobilization of the Department, unless an Employee is served with a subpoena at least two working tours before the commencement of the tour of the leave day or the time of reporting, whichever is applicable. If personal leave is nevertheless canceled, except as provided above, the Employee will not be charged for the use of a personal leave day and will receive recall pay in accordance with Section 30 of this Agreement.

(f) The Department will be entitled to deny Employees personal leave days under circumstances where the Department determines that it must replace an excused Employee through overtime and was unable to secure a volunteer to work the overtime after employing every reasonable effort.

### SECTION 36: HOLIDAYS

(a) Employees will be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Easter,

Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, and Christmas Day. For purposes of this Section, the holiday will be considered the day on which it is celebrated.

(b) Employees will receive as an additional holiday or holidays any special day or days declared by the President of the United States, the Governor of the State of New York, or the Executive of the County of Suffolk, to be a non-working day for the majority of other County Employees. Employees will celebrate and receive holiday benefits for these additional holidays in the same manner as other holidays specifically named herein.

(c) Employees eligible for Veterans' Day are to receive a compensatory day off within a period of one year next following that date if they are required to work on that day.

(d) Employees will receive their regular compensation for all of the aforesaid holidays.

(e) Nothing herein contained will affect the right of the Commissioner of Police to require any Employee to work on any of these holidays.

(f) Payment will be made for holiday compensation on the Thursday following the first pay day in July of each year for the holidays that fall during the period from January 1st to and including Independence Day, and on the Thursday following the first pay day in December of each year for the holidays that fall during the period immediately following Independence Day through December 31st.

(g) An Employee who actually works any hours during a day observed as a holiday will receive, in addition to his/her regular day's pay or overtime pay, 1/2 hour of additional holiday compensation for each hour actually worked on the holiday. Employees will have the option to accrue compensatory time in lieu of pay. A holiday begins at 0001 hours and ends at 2400 hours and only hours actually worked between those times (24-hour period) will be compensated with additional holiday

compensation. For an Employee who has a regularly scheduled workday on a day observed as a holiday and is ordered not to work that day, except in the case of Veteran's Day or Memorial Day, he/she will receive additional holiday compensation for those hours that would have fallen within the 24-hour holiday period.

(h) Employees who deferred their December 1991 holiday pay of six days and four days of their July 1992 holiday pay, for a total of 10 days, will be paid on the December 1997 holiday payroll, December 2000 holiday payroll, the employee's retirement date or separation of service, or at any time with a proven hardship; at which time they will receive a lump sum repayment of all deferred holiday pay to be paid at the prevailing rate of pay.

### **SECTION 37: VACATIONS**

(a) The authorized annual vacation periods granted to Employees after one continuous year of police service are as follows:

1. From one to five years of continuous service: 21 working days.
2. From five to 10 years of continuous service: 27 working days.
3. From 10 to 15 years of continuous service: 28 working days.
4. In excess of 15 years of continuous service: 30 working days.

(b) Vacation will be chosen on a seniority basis within each team, not command, in accordance with past practice, and an Employee will have one working day from the time he/she is requested until he/she must select his/her vacation period. An Employee, if transferred not by choice, will have the right to maintain his/her previously selected vacation. Employees may split their vacation time into one week intervals. Vacation schedules will be posted conspicuously by January 1st of each year, for that year. Vacancies in vacation schedules will be filled on a seniority basis within

each team, not command. For purposes of seniority for the selection of vacation, any Employees joining the Suffolk County Police Force on or after January 1, 1976, pursuant to a merger or a contract between villages, towns, police districts and the County, will have the date of that unit's joinder as the effective date.

Seniority will be defined as continuous service as a Suffolk County Detective. However, any Employee who was designated as a Detective prior to January 1, 1994 will continue to maintain seniority for vacation in accordance with the current practice; i.e., total police service with the Department.

(c) All commands that have teams that consist of three Employees or less will have their teams joined (i.e., 1 & 2, 3 & 4, etc.) for the purpose of selecting vacations. One Employee from two merged teams will be permitted to take his/her vacation, on a seniority basis, on any given date.

(d) Vacation assignment will correspond to work assignments (for example: five days on - two days off). Employees may request individual vacation days at the sole discretion of their Commanding Officer. If an Employee takes a vacation day on a holiday, he/she will forfeit any special holiday compensation.

(e) When an Employee has incurred an expense toward an assigned vacation, he/she will not be recalled during the vacation unless the Department reimburses him/her for his/her actual provable transportation and other costs lost as a result of the recall. An Employee who is recalled from vacation will have the option of discontinuing his/her vacation from the time of notification or continuing it upon his/her return to the place where he/she was at the time of notification. If the Employee is called back during the 1st week of his/her vacation, and is spending his/her vacation away from his/her residence, he/she will, at his/her option, be given back vacation for that week. An Employee will be paid both for traveling and by a day's pay for eight hours or less spent in traveling and by the applicable overtime rate for all hours spent in traveling beyond eight hours a day, and for actual work performed where the travel is required to attend to duty.

(f) Except in the event of a public emergency and the actual full mobilization of the Department, an Employee will not be recalled during his/her regularly assigned vacation period or, in the event of a full or partial mobilization, from his/her compensatory time off and personal leave days. If a vacation is nevertheless canceled, except as provided above, the Employee will not be charged for the use of the vacation day and will receive recall pay in accordance with Section 30 of this Agreement.

(g) Employees who have a major illness or injury while on vacation may use their sick leave for the remainder of the illness and have their vacation time adjusted, provided that proper notice is given and a doctor's certificate is presented and, provided further, that the doctor assigned to the medical evaluation unit, at the option of the County, will examine the employee and, provided further, that the Commissioner approves the adjustment.

(h) Employees will have the right to accrue unused annual vacation time up to a maximum of 120 of vacation accruals. The maximum year-end carry over will be 90 days.

(i) Employees who so desire may volunteer to work, if acceptable to the Department, for a period of 10 days during their annual vacation. This work will be compensated at straight time, unless the Employee works in excess of eight hours or unless the Employee works on a holiday, in which cases the applicable overtime compensation and holiday pay will be given. Volunteers may be assigned to any normal Detective duties.

(j) If a holiday falls during an Employee's vacation on a day on which the Employee would ordinarily be scheduled to work, that Employee will be entitled to extend his/her vacation by one working day, or receive one day compensatory time, the choice being that of the County.

#### **SECTION 38: SICK LEAVE**

(a) Each Employee will be entitled to not less than

26 days per year "sick time" or "sick leave". An Employee will be credited with his/her full entitlement of sick leave for the calendar year on January 1st.

(b) Sick days granted during the current calendar year, not used, will be credited to the Employee for further use, and there will be no limit on the maximum accumulation.

(c) A physician's note will not be required if an Employee has been on sick leave unless there is a personal request made, during the Employee's absence, to the Employee for the same by his/her Commanding Officer or his/her designee. In any event, a physician's note may not be requested or required unless the Employee has been absent due to illness for at least three working days.

Where an Employee has an illness of three consecutive working days or 13 unexplained sick absences, the County may request a physician's note for any additional sick absences for the remainder of the calendar year. This requirement will not be obviated because an Employee provided a medical certification for any or all of the first 13 absences. Any expenses incurred with obtaining a physician's note will be paid by the Employee.

(d) An Employee who is on sick or injury leave may leave his/her residence or place of confinement at any time unless the Commissioner of Police, in individual cases for good cause, directs otherwise.

(e) The Sick Leave Management Policy as set forth in Appendix D will be implemented.

(f) An Employee who reports to work and is then excused due to illness will be docked sick time for that portion of the tour not worked, rounded off to the next half hour.

(g) An Employee will not lose vacation time, sick leave entitlement, personal days, equipment and cleaning allowances, night differential, clothing allowance or any other benefit to which he/she ordinarily would be entitled because of an on-duty injury (Code 401), except

as follows:

1. **Vacation Time** - An Employee will accrue and/or carry over vacation time only in accordance with Section 37 of the Agreement, regardless of his/her leave status. Effective September 22, 2010, Employees who have been on Section 207-C status for 12 consecutive months will not continue to accrue vacation time after 12 consecutive months of absence.

2. **Night Differential** - Night differential payments shall cease after the 12th consecutive month of absence due to on-duty injury leave. The employee, upon return to work, shall only be paid night differential in accordance with the member's currently assigned work schedule as listed in Section 24 of the Association bargaining agreement. Notwithstanding this provision, if the employee applies for a disability retirement pension from the State during the 12-month period, the employee may elect to receive the night differential payments beyond the 12-month cap. However, if the application is finally denied, the employee must repay the County for all night differential payments made beyond the 12-month period, even if the employee has separated from employment with the County. Repayment shall be made to the County upon prior written notice to the employee. Where possible, the preferred method of recoupment shall be deduction of the monies owed from the employee's "accrued termination pay." If the employee is about to separate from County service and the disability retirement has not yet been decided, then the County shall be authorized to withhold from the employee's "accrued termination pay" an amount equal to the night differential payments that may have to be repaid. Where the employee's "accrued termination pay" is insufficient to meet the employee's actual or potential repayment obligations, the employee shall be deemed to have consented to recoupment based on terms and conditions to be set by the County at the time of recoupment.

3. **Personal Leave** - Personal leave entitlement will cease to accrue following the 12th consecutive month of absence from the effective date of placement on

code 401. Upon return to active duty, the Employee will be credited with prorated personal leave days, up to the contractual maximum, to be determined by dividing the number of complete months remaining in the calendar year by 2.4, rounded to the nearest whole number.

4. **Sick Leave** - Sick leave entitlement will cease to accrue following the 12th consecutive month absence from the effective date of placement on code 401. Upon return to active duty, the Employee will be credited with prorated sick leave days up to the contractual maximum, to be determined by multiplying the number of complete months remaining in the calendar year by 2.16, rounded to the nearest whole number.

5. **Clothing Allowance** - Clothing allowance payments will cease following the 12th consecutive month of absence from the effective date of placement on code 401. Upon return to active duty, the clothing allowance will only be paid in accordance with Section 34(a).

6. **Cleaning Allowance** - Cleaning allowance payments will cease following the 12th consecutive month of absence from the effective date of placement on code 401. Upon return to active duty, the cleaning allowance will only be paid in accordance to Section 34(b).

These benefits may be carried over and taken upon the Employee's return to active duty or paid to him/her or his/her legal representative in the event his/her service is terminated for any reason. These benefits, however, will cease in cases of other illness.

(h) An Employee may use up to five days sick leave in each calendar year in the event that his/her spouse or immediate family living in the household cannot take care of themselves or take care of the children of the Employee for which the Employee has the responsibility of a parent or guardian. Effective September 22, 2010, all Employees will be entitled to take seven paid family sick days off each calendar year.

(i) Unused sick leave will be paid for on retirement to the Employee or upon death to his/her designated beneficiary at the rate of one day to be paid for every two days accumulated, up to a total of 300



days paid for 600 days accumulated.

**SECTION 39: PHYSICAL EXAMINATIONS**

(a) An Employee will have the right, at his/her own expense, to have his/her personal physician consult with the doctor assigned to the medical evaluation unit, after the examination and interview of the Employee by the doctor assigned to the medical evaluation unit, but before the authorized officer of the Department completes his/her record and makes his/her recommendation. Present practice regarding filing of medical statements and documentation will continue.

(b) All physical examinations for which an Employee is required to report and are necessary to satisfy the particular requirements of his/her assignment, or are required by the Department when an Employee is on or reporting back from sick leave, will be paid for by the County.

(c) Rehabilitation Medicine Associates (RMA) will be the medical facility. All other issues pertaining to the neutral medical facility will be submitted to Martin Scheinman, who will serve as mediator and arbitrator to resolve these issues.

**SECTION 40: DEATH & INJURY BENEFITS**

(a) In the event of the death of an Employee, his/her designated beneficiary will be paid all earned but deferred benefits such as wages, compensatory time (to be paid in cash), overtime pay, holiday and special days' pay, unused vacation time, unused personal leave days, 1/2 unused accrued sick leave in accordance with Section 38 (h) and other like compensation.

(b) The named beneficiary of an Employee suffering death in the line of duty will be paid a sum of money equal to one year's salary plus \$5,000 for each minor child in school up to age 25 and for each developmentally disabled or physically handicapped child, or to dependent parents if designated, in accordance with General Municipal Law Section 208-c. In addition, the family of an General Municipal Law suffering death in the line of duty will be entitled to

receive up to the sum of \$2,000 for funeral expenses, including burial plot. The County will provide all hospitalization, welfare, insurance and other benefits provided Employees for the use of the widow/widower until he/she remarries or dies, and for the use of each of his/her dependent minor children and for each of his/her children in school up to age 25, and for each developmentally disabled or physically handicapped child. In addition, the widow/widower and/or children of the deceased Employee will receive all earned but deferred benefits specified in Section 20, including unused accrued sick leave.

(c) An Employee will have three working days in which to report an injury suffered while on duty.

(d) In cases involving an injury to an Employee in the line of duty arising out of an altercation with a civilian, the Employee will be assigned to a private room in the hospital, if hospitalization is immediately required, the cost of occupancy to the extent not covered by the Employee's hospitalization insurance being paid solely by the County, and will be furnished with a police guard if hospitalization is immediately required.

(e) The children of an Employee who dies in the line of duty will be given a full tuition scholarship to Suffolk County Community College.

#### **SECTION 41: INJURY DETERMINATION**

(a) 1. To resolve contested line-of-duty injury cases, the County and the Association have agreed to follow the procedures contained in Appendix A.

2. In line-of-duty injury cases, the Department may change the tour of an Employee, without penalty, for the initial medical examination by the County physician or County-designated medical representative(s), provided that the examination is held within seven calendar days including the date of injury.

If the Employee is scheduled for the initial medical examination on his/her regular day off, this Section will not apply.

(b) When an Employee receives a favorable Workers' Compensation decision, he/she will be paid by the County according to its terms in accordance with one of the following, whichever occurs first:

1. Within 40 calendar days of the Workers' Compensation Hearing Officer's oral determination rendered at the conclusion of the hearing; or

2. Within 30 calendar days of issuance of a written decision issued by the Workers' Compensation Hearing Officer.

Nothing stated herein will preclude the County from appealing the Hearing Officer's determination within the time constraints stated in subparagraphs (1) and (2) above. If the appeal is timely taken, no payment by the County will be paid to the Employee until the appellate process has been completed. Thereafter, the County will abide by the Court's final determination.

#### **SECTION 42: DEATH LEAVE**

An Employee, on application to his/her Commanding Officer, will be granted three working or four calendar days leave of absence with full pay, whichever is greater (e.g. when bereavement leave begins on workday one or two, the Employee is entitled to four days leave.

When bereavement leave begins on workdays three, four, or five, the Employee is entitled to three days leave), in case of death in his/her "immediate family" which will be defined as his/her spouse, child, father, mother, brother, sister, parent-in-law, step-parent, grandparent, grandparent-in-law, and grandchild. An employee will be granted a one working day leave of absence in case of death of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent, foster child, nieces, nephews, uncles, aunts, half-brother and half-sister.

#### **SECTION 43: LEAVES OF ABSENCE**

(a) A leave of absence may be granted for child care leave in accordance with Appendix C without loss of seniority and longevity.

(b) A leave of absence up to one year without pay may be granted by the Police Commissioner upon application of an Employee. Upon return from the leave of absence, the Employee will be returned to service as a Detective in the same step on the salary schedule, but not necessarily to the same assignment.


**SECTION 44: REOPENER**

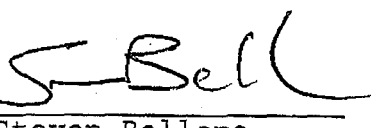
The Association will be entitled to re-open negotiations over terms and conditions of employment, including the right to appear before the 2008-2010 interest arbitration panel in an interest arbitration proceeding, in the event that the DIPBA agrees or is awarded a change in overall terms and conditions of employment for the period 2008 - 2010 inconsistent with the pattern set forth in the 2008-2010 Award. Given the sequence of awards, and in view of the absence of any showing that the County plans to add new police units, this provision is limited to the DIPBA and will expire with the conclusion of the current round of bargaining between the County and that Unit, as the County has concluded negotiations with the other units (PBA, SOA) in the police pattern. The 2008-2010 Arbitration Panel will retain jurisdiction of this matter in the event the Association moves to re-open.


**EXECUTION:**

IN WITNESS WHEREOF, SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC., has caused this Agreement to be signed by its President, by order of its Board of Governors, and the COUNTY OF SUFFOLK has caused this Agreement to be signed by its County Executive, the day and year first written above.

SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC.      COUNTY OF SUFFOLK

by:   
William Plant  
President

by:   
Steven Bellone  
County Executive

by:   
Jennifer K. McNamara, Esq.  
Director, Office of  
Labor Relations

**SALARY SCHEDULE A**  
**2008 Salary Schedule**  
**Effective 3/31/08**

<u>DETECTIVE</u> 5010	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>OVERTIME DOCKING</u>		
				<u>DAILY</u>	<u>HOURLY</u>	<u>HOURLY</u>
	1	104,429	4,002	450.13	56.27	50.03
	2	107,470	4,118	463.23	57.90	51.48
	3	110,512	4,235	476.34	59.54	52.94
	4	113,553	4,351	489.45	61.18	54.39

**SALARY SCHEDULE B**  
**2009 Salary Schedule**  
**Effective 1/1/09**

<u>DETECTIVE</u> 5010	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>OVERTIME DOCKING</u>		
				<u>DAILY</u>	<u>HOURLY</u>	<u>HOURLY</u>
	1	108,083	4,142	465.88	58.24	51.78
	2	111,231	4,262	479.44	59.93	53.28
	3	114,379	4,383	493.01	61.63	54.79
	4	117,527	4,503	506.58	63.32	56.29

**SALARY SCHEDULE C**  
**2010 Salary Schedule**  
**Effective 1/1/10**

<u>DETECTIVE</u> 5010	<u>STEP</u>	<u>ANNUAL</u>	<u>BIWEEKLY</u>	<u>OVERTIME DOCKING</u>		
				<u>DAILY</u>	<u>HOURLY</u>	<u>HOURLY</u>
	1	111,866	4,287	482.18	60.27	53.59
	2	115,124	4,411	496.22	62.03	55.14
	3	118,383	4,536	510.27	63.78	56.70
	4	121,641	4,661	524.31	65.54	58.26

## APPENDIX A

### DISPUTED CASES OF INJURIES & ILLNESSES

1. The purpose of the Agreement is to enable the Department and the Association to resolve disputed cases of illnesses or injuries (physical or mental) resulting from incidents which reportedly occurred while Employees were performing their official police duties whether on or off-duty. General Municipal Law Section 207-c requires a due process hearing to resolve these disputes. The parties wish to resolve these disputes in a prompt, fair and equitable manner and consequently have agreed that these issues in dispute may be resolved through the use of an Employee option to utilize an independent medical consulting service and/or arbitration in lieu of the above-stated due process hearings.

2. Issues that will be affected and/or determined by the use of an independent medical facility are as follows:

a. Whether a physical illness or injury (physical or mental) suffered by an Employee was incurred in the performance of his/her duties.

b. Whether a current illness or injury (mental or physical) is a recurrence or aggravation of a prior illness or injury (mental or physical) that occurred in the performance of police duties.

c. Whether an Employee who incurred an illness or injury (mental or physical) as the result of performance of police duties has sufficiently recovered and is physically and mentally able for either temporary limited duty assignments or full duty.

For the purpose of this Agreement, temporary limited duty will be determined by the hearing officer or medical consulting service.

3. The Department may dispute the validity of an Employee's original illness or injury allegedly incurred

in the performance of police duties, as set forth in paragraph 2(a) above, within 30 calendar days of the date the Department is notified of the illness or injury. The Employee may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law Section 207-c or by an independent arbitrator selected pursuant to the agreed upon rotating panel of arbitrators. In addition, at the request of either the Department or the Association, the Employee may be required to submit on a timely basis to the designated medical consulting service described hereafter for a full medical evaluation; the result of the medical evaluation will be submitted into evidence at the arbitration proceeding or 207-c hearing established to resolve the causal connection dispute. The decision of the arbitrator or hearing officer designated to conduct the arbitration or the 207-c hearing will be final and binding on the Department and the Employee with respect to the issue of causal connection.

4. In cases where an Employee alleges a recurrence or aggravation of a prior line-of-duty injury as set forth in paragraph 2(b) above, which is disputed by the Department, the Employee may elect to have the dispute resolved at a due process hearing conducted pursuant to General Municipal Law Section 207-c or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207-c hearing or the medical consulting service will be final and binding on the Department and the Employee.

5. In disputed cases where the Department believes that an Employee who has been out of work as a result of a prior line-of-duty injury or illness (mental or physical) is capable both physically and/or mentally of performing either temporary limited duties or full duties as set forth in paragraph 2(c) above, the Employee may elect to have the dispute resolved and a due process hearing conducted pursuant to General Municipal Law Section 207-c or by the medical consulting service described herein. The decision of the hearing officer designated to conduct the 207-c hearing or the medical consulting service will be final and binding on the Department and Employee.



6. Upon the election of the options described in paragraph 3, 4, and 5, other than a 207-c hearing, the Employee must waive his/her right to appeal any adverse determination, as well as any other right as may be granted by General Municipal Law Section 207-c. Within 48 hours after notification by the Department to the Employee and the Association of the existence of a disputed injury or illness as described in paragraphs 3, 4, and 5, the Employee, or the Association acting on his/her behalf, must select an option. If an Employee, or the Association acting on his/her behalf, fails to select an option within the required time frame, the Department may proceed with a hearing as provided for pursuant to General Municipal Law Section 207-c. Appointments with the medical consulting service will be scheduled within seven calendar days following the selection by the Employee. An Employee, upon written request, will be granted a delay in the scheduling of the appointment for the purpose of securing medical reports as described in Paragraph 10. However, the Employee must submit to an examination within 28 calendar days of the date on which the dispute arose, notwithstanding whether the records have been obtained.

7. Any dispute as set forth in paragraph 2 above will be resolved in accordance with the terms of this Agreement.

8. The use of a medical consulting service will be established by separate letter agreement, the terms of which will coincide with the time periods of this Agreement. The medical facilities being utilized to carry out the intent of this Agreement may be changed at any time with the consent of the parties. If the parties are unable to agree on the selection of a medical facility, then the parties will select an arbitrator pursuant to the agreed upon rotating panel of arbitrators. At the arbitration of the issue, the parties will submit the names and qualifications of those medical facilities located in Nassau or Suffolk Counties. The arbitrator will conduct a hearing and make a determination regarding the selection of the facility to be utilized during the existing term of this Agreement.

9. The medical consulting service will determine

an Employee's inability or fitness to perform temporary limited duty or full duty and whether the condition is of a temporary or permanent nature. If the condition is considered to be of a limited duration, then the medical consultant will establish a date for the Employee's re-evaluation. The examining physician assigned by the medical consultant service will complete MEMBERS PHYSICAL CONDITION AND RESTRICTIONS REPORT upon completion of the evaluation. The Department will assign Employees limited to restricted duty to duty assignments consistent with the restriction noted on the report. Disputes concerning restricted duty assignments will be resolved in an expedited basis by Arbitrator Martin Scheinman.

10. Medical consultants, prior to making their determination, will receive copies of the Employee's diagnostic reports, x-rays, lab reports, hospital records, and other clinical evidence as the parties may deem relevant that would enable the consultants to render their own objective determination. Records may not be unilaterally submitted to the medical consultants. All records will first be screened at a joint meeting of the representatives of the parties, who will then forward the documents to the medical consulting service.

11. All Employees subject to medical disputes as described in paragraph 2(c) will be retained on full pay, line-of-duty injury status (401) until the date a decision is rendered by the hearing officer, arbitrator or medical consultant. If the Department prevails on the issue, the Employee will be transferred from 401 to 301 status effective the date the decision is rendered or the 15th calendar day after the dispute arose, whichever occurs sooner. However, in the event the medical consultant does not render a decision on or before the 15th calendar day after the dispute arose, through no fault of the Employee, including the procurement of medical documentation or statements, the transfer from 401 to 301 status will be effective the date of the decision.

12. Upon a favorable determination to the Employee stemming from a dispute described in paragraphs 2(a) and 2(b), the Employee will be credited with line-of-duty

illness or injury status retroactive to the date of the illness or injury or recurrence of same.

13. Following the return to work by an Employee in a limited or restricted duty capacity, the effect of which subsequently may render the Employee incapable of performing limited or restricted duty, the Employee will be reexamined by the medical consultant service, provided that the Employee presents to the Department at his/her own expense a detailed report from a medical doctor specifying the changes that occurred in the Employee's condition since his/her prior examination by the medical consultant service and how the changes have resulted in a deterioration of the condition. The Employee will remain on 301 status while out of work and be charged with a reduction of leave accruals during the pendency of this reexamination period. Should the Employee be found unfit for limited duty upon reexamination due to the line-of-duty injury or illness, then his/her sick leave deductions will be restored retroactive to the date the Department was notified by the physician of the change in condition.

## APPENDIX B

### SUBSTANCE AND ALCOHOL ABUSE TESTING

In order to detect the illegal use of drugs and alcohol by Employees, the following procedures will apply:

#### SCREENING

The Department's random drug and alcohol testing program for Employees will test for the illegal controlled substances as incorporated in the Mandatory Guidelines for Federal Work Place Drug Testing Programs administered by SAMSHA. The Commissioner of Police will be responsible for the random scheduling and administration of screening tests as set forth below.

#### SELECTION OF PERSONNEL

Employees will not be permitted to volunteer for drug and alcohol testing. Selection of Employees for testing will be accomplished by a secure randomized computer process. This procedure will be performed by a representative of the Police Commissioner and will be witnessed by an Association representative designated by the Association President. No fewer than 10 Employees on duty will be tested. No more than 25 will be selected in each drawing. If no more than 25 Employees are scheduled on a tour, then the Department will have the right to test up to 50% of those Employees scheduled. The random selection of an employee will not result in the Employee's name being removed from any future selection process. Employees will be randomly selected and notified to report to the testing location.

After notification of the assigned test, the Employee will be required to report for a test unless a physician directs that the Employee is unable to do so or the Police Commissioner exempts an Employee at his/her sole discretion.

## TESTING PROCEDURES

1. The sample collection process will be confidential and will be performed in accordance with standards promulgated by SAMSHA.

2. The Employee will provide a urine sample for purposes of testing for illegal controlled substances. The Employee will provide a sufficient amount of the sample to allow for initial screening, a confirmatory test and for later testing if requested by the Employee.

3. Initial drug and alcohol screening will be done by Enzyme Multiple Immunoassay Testing (EMIT). No sample will be further retested upon a negative screening for the specific illegal controlled substances, including marijuana. After the negative screening, the second sample will be destroyed.

4. Each and every positive EMIT test will be confirmed using a Gas Chromatography - Mass Spectrometry test. Only if confirmed will a test result in a positive report. The Department will provide the Employee tested with a report of a positive test.

5. During the testing process, the Employee will cooperate with requests for information concerning use of medications and with other requirements of the testing process such as acknowledgement of giving of a urine or blood specimen.

6. The integrity of the testing process will be maintained with the utmost consideration for the Employee's privacy. Only one person, of the same sex as the Employee, may be present during the collection of a urine specimen. If the necessary precautions to ensure legitimacy of the sample can be arranged without undue cost, an observer will not be required.

7. The laboratory must simultaneously collect two samples in separate containers. Each container will have affixed a code number of the date of the collection. Both containers will be sealed in the presence of the Employee, and will be maintained in a manner consistent with SAMSHA guidelines.

8. Any Employee whose drug and alcohol test results in a positive report may, within 10 days of receiving the notification of the result, request in writing to the Police Commissioner that the second sample be made available for retesting at a licensed or certified laboratory of the Employee's choosing. The Department will deliver the sample to the laboratory to ensure the chain of custody. The second testing will be at the Employee's expense.

9. Drug and alcohol testing will be performed by a laboratory licensed or certified by SAMSHA and the New York State Department of Health.

#### **CHAIN OF CUSTODY**

The chain of custody block of the drug and alcohol testing custody and control form will be properly executed by authorized collection site personnel upon receipt of specimens. Handling and transportation of urine specimens from one authorized individual or place to another will always be accomplished through chain of custody procedures. Every effort will be made to minimize the number of persons handling specimens.

#### **REPORTING RESULTS**

Before any test result is reported (the results of the initial test, confirmatory tests, or quality control data), it will be reviewed and the test certified as an accurate report by the responsible individual. The report will identify the drugs/metabolites tested for, whether positive or negative, the specimen number assigned by the Department, and the drug testing laboratory specimen identification number. The laboratory will report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive will be reported positive for a specific illegal controlled substance. Those test results which do not indicate the presence of an illegal controlled substance will be sealed and there will be no indication of testing in the Employee's personnel file.

The laboratory will report test results to the designated Medical Review Officer (MRO) within five

working days after receipt of the specimen by the laboratory. The MRO, who will be selected by the Department, must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results. If the MRO receives a positive test result, he will interview the Employee, review the Employee medical history and review other relevant bio-medical information. The MRO will evaluate these factors to determine whether a valid justification exists for the positive test result. If the MRO determines that valid justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal controlled substance use.

### **ADMINISTRATIVE PROVISIONS**

1. Any violation of the confidentiality provisions of this Agreement, if committed by an Employee, will be grounds for disciplinary action against the Employee. The County will also take appropriate action against a person and/or organization not employed by the County for violation of the confidentiality requirements

2. Disputes concerning the interpretation or application of this Appendix will be subject to the contractual grievance procedure, except for disciplinary matters.

3. Any discipline resulting from this procedure will be processed in accordance with the disciplinary procedures of this Agreement.

### **ALCOHOL TESTING PROCEDURES**

1. The equipment to be utilized must, at all relevant times, be an approved evidentiary breath testing device (EBT) listed on the National Highway Safety Administration's "Conforming Products List of Evidential Breath Measurement Devices".

2. Any alcohol testing equipment utilized pursuant to paragraph one above will, at all times, be accuracy tested, cleaned and in all respects tested and

maintained in accordance with the quality assurance plan promulgated by the manufacturer of the equipment. Any alcohol testing equipment utilized will immediately be accuracy tested following any positive test result.

3. Any alcohol testing will only be administered by technicians with valid training certifications from the manufacturer or a certified Breath Alcohol Technician (BAT) trainer which will be in accordance with Department of Transportation (DOT) Regulations.

4. No Employee will be ordered to administer, observe or otherwise assist in any way in alcohol testing pursuant to this procedure.

5. All testing pursuant to this procedure including, but not limited to, screening or initial testing and confirmatory testing, will be performed in compliance with the collection, testing and other requirements promulgated by the U.S. Department of Transportation, Federal Highway Administration.

6. Random alcohol testing will only be performed simultaneously with, and upon the same Employee selected for, random drug testing, and reasonable suspicion alcohol testing, will be performed pursuant to the same procedures as reasonable suspicion drug testing pursuant to the Agreement. Nothing contained herein in any way modifies the County's right to undertake appropriate disciplinary action and/or seek termination for a first or subsequent offense with regard to a positive test result.

7. Any Employee who is involved in an approved undercover operation that has a probability that the operation may require the use of alcohol may be excused by the Chief of Detectives or his/her designee from the alcohol test if the Employee is selected and if the selection would compromise an ongoing investigation or if the operation resulted in the Employee consuming alcohol. If the operation resulted in the Employee consuming alcohol, the Employee must notify the Chief of Detectives or his/her designee immediately upon leaving the instant situation whereby he/she consumed alcohol. The Employee must report and comply with the order for drug testing.



## **8. POSITIVE ALCOHOL TEST**

**A.** Employees who test positive for the use of alcohol after being interviewed by the BAT, will be relieved of duty.

1) If the BAC test result is less than .08, but .04 or greater, then the non-probationary Employee will be suspended without pay for five working days.

2) If the Employee has a BAC of .08 or greater, or has a second positive alcohol test (including a second BAC test result of .08 or greater), then the Employee will be suspended without pay for 30 calendar days and directly referred to and immediately enrolled in an Employee Assistance Program. The Employee will fully and satisfactorily participate in any drug and/or alcohol abuse treatment plan specified by the EAP and will not return to work or be restored to the payroll until he/she has fully and satisfactorily completed the course of treatment. The Employee may utilize his/her accruals during any period of time suspended without pay and/or while enrolled in the EAP. In addition, the Employee will fully execute a consent form to be provided by the County as a condition of the County's willingness not to proceed immediately to a disciplinary hearing against the Employee. If the Employee ever revokes his/her consent, or refuses to fully execute subsequent consent forms deemed necessary by the County in order for it to satisfactorily confirm the Employee's full and satisfactory compliance with this procedure, then the County will have the right, upon prior written notice to the Employee, to immediately proceed to terminate the Employee's employment, subject to any applicable due process disciplinary hearing procedures. In this event, the Employee hereby waives any and all rights he/she might otherwise have pursuant to any applicable law, rule, regulation or contract provision to assert the applicable statute(s) of limitation to which he/she might otherwise be entitled relating to the termination of his/her employment.

3) If the Employee has a third positive alcohol test, within five years of the second positive test, the Employee will be dismissed from employment, subject to any applicable due process disciplinary hearing procedures.

4) If the Employee is a probationary Detective and tests positive for alcohol, the Employee will be returned to his/her position of Police Officer and rate of pay without a hearing to dispute the removal.

B. The Employee may exercise rights pursuant to the Agreement to challenge the basis for, and validity of, the testing.

C. The Employee will be restored to the payroll for any period of time not covered by a suspension without pay and during which he/she has not been approved by the MRO to return to work, unless the delay is the fault of the Employee.

9. Any test result with a blood alcohol concentration below .04 will constitute and be reported as a negative test. This result will not be reflected, in any respect, in any Personnel or other Departmental file.

10. The penalties set forth in this procedure pertain only to positive alcohol tests and are separate and distinct from penalties that may be imposed as a result of a positive drug test or other basis for discipline.

11. Any Employee who tests positive for alcohol will be required to submit to and pass a return to work alcohol test before returning to duty. This test will be administered as soon as practical upon the Employee's return to work and will be performed in conformity with the guidelines established in this procedure. If the Employee tests positive on a return to work alcohol test, the positive result will constitute an additional offense pursuant to this procedure.

**12.** The number of tests per year for random alcohol testing will be in accordance with Department past practice regarding random drug testing.

**13.** Failure to comply with any provision of this procedure will nullify the applicable test results

**APPENDIX C**

**CHILD CARE LEAVE**

A child care leave will be granted upon application in accordance with these guidelines to a natural or adoptive parent of either sex. A child care leave will be granted in the case of an individual and/or multiple births in accordance with the following:

1. Only one parent may be on a child care leave at any given time.

2. a) A child care leave may commence no earlier than the date of the birth of the child.

b) The commencement of a child care leave in connection with an adopted child will be directly related to the date the child is placed in the home.

3. Child care leaves may be granted for a maximum of nine months.

a) An Employee who does not commence child care leave immediately upon the birth of the child and/or any adoptive parent Employee will have the length of child care leave computed as follows:

<u>Age of Child Upon Start of Leave</u>	<u>Maximum Permissible Child Care Leave</u>
Birth to 2 months	9 months
3 months	8 months
4 months	7 months
5 months	6 months
6 months	5 months
7 months	4 months
8 months	4 months
9 months	4 months
10 months	4 months
11 months	4 months

c) No child care leave will be permitted for a child one year or older, except:

1) Where there are mitigating circumstances (such as, an infant who has required extensive hospitalization) and

where the Employee has returned to work and did not avail her/himself of a child care leave, the Employee may make application to the Office of Labor Relations for special consideration for a child care leave extending beyond the child's first birthday.

2) Where an adoptive parent can show that an adoptive agency necessitates the adoptive parent to be at home with an adoptive child over the age of one year, the adoptive parent may make application to the Office of Labor Relations for a child care leave of a four week period. A minimum of four weeks will be granted in the adoption of a child over one year of age. Where an adoption agency necessitates more than a four week leave period, the employee will be responsible for documenting same at the Office of Labor Relations in order to have the four week leave period extended.

d) No Employee will be permitted to use any type of leave accruals during a child care leave falling within the time period for which the Employee has been granted a child care leave.

## APPENDIX D

### SICK LEAVE MANAGEMENT PROGRAM

The following Sick Leave Management Program is established for Employee. Unless otherwise stated in this document, the existing Rules and Procedures relating to sick leave will remain in full force and effect.

#### A. EFFECTIVE DATES

1. The Program will be effective January 1, 2007. Only sick time utilized after that date will be used to implement this Program. Nothing herein limits the Department from taking disciplinary action against any Employee as it deems to be appropriate.

2. An Employee will be designated a sick leave abuser or a chronic sick leave abuser as determined by the Department in accordance with Section B.

#### B. DEFINITIONS

1. OCCURRENCE - Includes any partial sick day or more than one consecutive sick day. Occurrence includes only non-line of duty illnesses and injuries.

2. SICK DAY - Includes full tour of duty on sick leave. Sick day includes only non-line of duty illnesses and injuries.

3. SICK LEAVE ABUSER - An Employee who has five or more occurrences of sick leave, or eight or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal eight, during any rolling 12-month period.

4. CHRONIC SICK LEAVE ABUSER - An Employee who has either:

a. been a sick leave abuser for 18 consecutive months from the date of the first use of sick time during any rolling 12-month period; or

b. 10 or more occurrences of sick leave, or 16 or more non-consecutive sick days, or a combination of occurrences and non-consecutive sick days that equal 16, during any rolling 12-month period.

5. **FAMILY SICK LEAVE** - Use of Family/Sick/Leave in accordance with Section 38(h) of the Agreement will not be considered in determining abuse pursuant to the Program.

6. Approved FMLA time taken in accordance with the County procedures will not be considered in determining abuse pursuant to the Program.

7. Use of sick leave where permitted by the Agreement during any other unpaid leave or absence will also not be considered in determining abuse pursuant to the Program

8. **REPORT TO THE POLICE SURGEON** - Unless otherwise stated, means notify and, if required to do so by the Department report, immediately, when a Police Surgeon is available. When a Police Surgeon is not available, the employee must notify and, if required to do so by the Department report, at the beginning of the next operating hours of the Police Surgeon's Office. Employees will not be entitled to any overtime for any time expended in reporting to the Police Surgeon.

**C. RULES: SICK AND CHRONIC SICK LEAVE ABUSER**

1. An Employee designated as a sick leave abuser or chronic sick leave abuser will report to the Police Surgeon each time the employee calls in on sick leave.

2. An Employee who is designated as a sick leave abuser or chronic sick leave abuser will not:

a. work scheduled overtime, unless approved by the Chief of Detectives or his/her designee based on operational needs; and

b. switch a tour of duty, in accordance with Section 28(f)(5) of the Agreement (Mutual Tour Change); and

c. apply for a new tour schedule if an opening occurs; and

d. receive night differential pay while on sick leave; and

e. for chronic sick leave abusers only: receive night differential pay while on vacation.

3. Discipline may be initiated by the Department at any time it deems necessary. Any designation pursuant to this Program will not restrict the imposition of discipline.

**D. DUTIES**

1. The Commanding Officer of the Medical Evaluation Section will monitor the sick leave system and identify Employees who should be designated or relieved as sick leave abusers and chronic sick leave abusers, and will:

a. notify an Employee and his/her Commanding Officer when the Employee is identified as a sick leave abuser or a chronic sick leave abuser; and

b. notify an Employee and his/her Commanding Officer when the Employee is designated or relieved as a sick leave abuser or a chronic sick leave abuser; and

c. inform the Employee in writing of his/her rights and restrictions pursuant to this Policy; and

d. notify the Employee in writing of final determinations on appeals; and

e. monitor those who are designated as abusers for purposes of:

(1) removing designation as a sick leave abuser when an Employee uses no sick leave during six consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a sick leave abuser;

(2) removing designation as a chronic sick leave abuser when an Employee uses no sick leave during six consecutive months of active duty (i.e., not on vacation or other types of paid or unpaid leave) following the designation as a chronic sick leave abuser. The Employee will then be designated a sick leave abuser.

2. The Police Surgeon will receive and review appeals from Employees requesting that tours of sick leave not be considered when determining designation or removal as a sick leave abuser or chronic sick leave abuser.

3. Commanding Officers will ensure that the command has



in place a system to implement and monitor the sick leave management program, and

a. ensure that a Squad Supervisor is notified when an Employee is designated or relieved as a sick leave abuser or a chronic sick leave abuser; and

b. prepare written internal correspondence to the Division Chief when ineligible Employees receive scheduled overtime; and

c. deny applications for preferred assignments, and designations where applicable, from ineligible Employees; and

d. deny requests for switching tours of duty or picking new tour schedules from ineligible Employees.

4. Superior Officers will monitor the Sick Leave List for ineligible Employees prior to scheduling overtime, and notify the Commanding Officer when an ineligible Employee is ordered to work scheduled overtime.

5. Squad Supervisor(s) will:

a. maintain and monitor a list of Employees who:

(1) are designated as sick leave abusers or chronic sick leave abusers; and

(2) deduct night differential when an employee is not entitled to receive same; and

(3) notify the Commanding Officer when an ineligible Employee receives scheduled overtime.

**E. RESTRICTION TO RESIDENCE** - During a date on which the regularly scheduled tour of duty falls, any Employee designated as a sick leave abuser or chronic sick leave abuser will be confined to the Employee's residence during the hours of the regularly scheduled tour of duty, except where excused from same by the Commanding Officer and/or Police Surgeon due to, for example, attendance at medical appointments, attendance at religious obligations, and/or other attendance at other matters that are approved by the Department pursuant to its guidelines regarding same and that cannot be attended to at another time.

Appendix E

(Chart Day Selection for Employees)

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