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Contract Database Metadata Elements

Title: **Riverhead, Town of and Riverhead Town Police Superior Officers Association (SOA) (1999)**

Employer Name: **Riverhead, Town of**

Union: **Riverhead Town Police Superior Officers Association (SOA)**

Local:

Effective Date: **01/01/99**

Expiration Date: **12/31/01**

PERB ID Number: **7456**

Unit Size:

Number of Pages: **37**

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Riverhead, Town Of And Riverhead
Police Superior Officers

LABOR CONTRACT

Between the

TOWN OF RIVERHEAD

And the

RIVERHEAD TOWN POLICE

SUPERIOR OFFICERS

ASSOCIATION, INC.

1999-2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

MAY 29 2000

EXECUTIVE DIRECTOR

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AGREEMENT made this 29th day of June 1999, by and between **THE TOWN OF RIVERHEAD**, a municipal corporation, having its principal office at 200 Howell Avenue, Riverhead, New York, hereinafter referred to as the "Town", and **THE RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC.**, having its principal office at 210 Howell Avenue, Riverhead, New York; hereinafter referred to as either the "S.O.A." or the "Employee".

ARTICLE I – Recognition

The Town recognized the S.O.A. as the sole bargaining agent and representative for all Sergeants, Detective Sergeants and Lieutenants employed in the Police Department in the Town of Riverhead, Suffolk County, New York. No S.O.A. member shall be an officer (specifically shall not be President, Vice President, Secretary or Treasurer) nor shall any Employee be a member of the negotiation team of any other bargaining organization that negotiates with the Town.

ARTICLE II – Check Off

The Town shall deduct from the wages of the Employee and pay over to the S.O.A. the dues and other obligations due to the S.O.A. by such Employees who have authorized the Town to do so by individual authorizations in writing. These deductions shall be taken out of the Employee's biweekly paycheck in equal installments.

SECTION 1 The S.O.A. shall notify, in writing, the Town and any members of the unit covered by this Agreement who are not members of the S.O.A. of the "agency shop" implementation. This notification shall inform those Employees who are not presently members of the S.O.A. that they have the right to join the S.O.A. The notice shall further inform the Employees that those who do not choose to join the S.O.A. shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member.

SECTION 2 An agency shop fee shall be deducted from the salary of Employees who do not choose to become members and from the salary of Employees

whose membership has not yet become effective, provided the S.O.A. furnished the Town with a list of the names and titles of such Employees and with proof of service of the written notice specified in Section (1) of this Article II.

SECTION 3 Every Employee who does not join the S.O.A. at the time of appointment, but whose membership has not yet become effective, shall have an agency shop fee deducted, if the Employee joins the S.O.A., the agency shop fee deduction shall be discontinued on the same date the dues checkoff authorization card takes effect and is received by the town with written notice from the S.O.A. of the Employee's status.

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

SECTION 5 The Agency shop fee for each Employee covered by this Agreement shall be deducted from the Employee's regular paycheck and shall be in the amount equal to the periodical dues levied by the S.O.A. for Employees in the affected titles as currently checked off by the Town. The S.O.A. shall certify to the town the appropriate amount or rate for the agency shop fee deduction.

SECTION 6 The S.O.A. shall have the exclusive right to the deduction and transmittal of the agency shop fee for Employees. The Town shall transmit, no later than the first working day of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the checkoffs of membership dues.

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

the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.

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

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

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

SECTION 11 The S.O.A. shall refund to the Employees any agency shop fees wrongfully deducted and transmitted to the S.O.A.

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

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

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

SECTION 15 Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full

amount of the agency shop fee deduction and no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.

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

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

ARTICLE III – Hospitalization and Medical Insurance

SECTION 1 A. The Town shall pay, on behalf of all Employees, One Hundred Percent (100%) of the cost of either the individual or family (depending on whether the individual is eligible or not) coverage for hospitalization under the Empire Core Plan Plus Enhancements. The plan shall also provide that the Town shall pay for One Hundred Percent (100%) coverage for individual Employees who hereafter retire from the Town, and the town shall pay to the extent to Fifty Percent (50%) coverage on the premiums for the retiree's family. The Town will assume One Hundred Percent (100%) of the cost of hospitalization for the families of Employees killed in the line of duty until the remarriage of the spouse and the attaining of the age of emancipation of children.

B. An Employee may elect to change enrollment in the health insurance plan from family coverage to individual or no coverage, or from individual coverage to no coverage. In this event, the Employee shall receive 45% of the savings to the Town, provided the Employee remains in the changed status for a period of twelve (12) consecutive months. Payment shall be made annually thereafter during the June or December first following the end of the twelve (12) month period, provided that the

Employee remains in the changed status. Nothing in this provision shall preclude an Employee from re-enrolling in his/her previous coverage within the twelve (12) month period, provided however, that if the Employee does so in fewer than twelve (12) months, no payment shall be made.

C. The Town shall have the option to change health insurance carriers after at least 30 days prior written notice of such intention, provided that: (a) a copy of the proposed replacement coverage's accompany such notice; and (b) the coverage's shall be, in all respects, comparable to or better than that which currently exists.

SECTION 2 – Dental Plan The Town shall pay, on behalf of all Employees, One Hundred Percent (100%) of the cost of either the individual or family plan for dental coverage under the terms provided by the Riverhead Town Dental Plan.

SECTION 3 – Optical Plan The Town shall pay, on behalf of all Employees, One Hundred Percent (100%) of the cost of either the individual or family plan for optical coverage under the Riverhead Town Optical Plan.

ARTICLE IV – Holiday

The Town recognizes the following paid holidays for all Employees:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

The Employees shall receive no time off for these holidays, but shall be paid an additional day's pay for each of the holidays, according to the daily pay rate of each Employee, which compensation shall be paid covering the first six (6) holidays listed during the period June 15th to June 25th, shall be paid the last seven (7) holidays listed

December 7th or the first business day following December 7th. Employees actually working on any of these holidays will be paid an additional one half (1/2) day's pay for each day. For purposes of computing holiday pay, a 238 day (1904 hours) work year shall be used. Effective August 17, 1999, holiday pay shall not be earned by those employees on an unpaid leave of absence, or those employees under suspension for more than 30 consecutive calendar days during the pendency of disciplinary charges.

ARTICLE V – Additional Veterans Holidays

An Employee who is a veteran and works on either Memorial Day or Veterans' Day shall have compensation which shall include, in addition to all other entitlements, cash overtime at the rate of time and one half for each hour worked. An Employee who is a veteran and does not work on either Memorial Day or Veterans' Day shall have compensation which shall include, in addition to all other entitlements, one (1) day's pay on a cash basis. For purposes of computing a day's pay, a 238 day (1904 hours) work day shall be used.

ARTICLE VI – Recall and Standby

(A) Any Employee who is on call duty and not called in shall be compensated at the rate of two (2) hours for every eight (8) hours so directed. If any Employee is called in while on call duty, the Employee will forego the call duty pay and be compensated under Section (B).

(B) An Employee recalled after the Employee has finished his/her tour of duty and is immediately directed to engage in regular police work shall receive a minimum four (4) hours credited as time worked at the applicable overtime rate and shall receive a minimum of two (2) hours credited as time worked at the applicable overtime rate, when required to report to Court or other governmental agency, in direct connection to the Employee's police duties or work. Recalled Employees may be required to work the full amount of the minimum recall for which they are paid.

(C) Any fees received by the Employee for appearance before a Court or other governmental agency shall be turned over to the Riverhead Police Department. If the

Employee uses his/her own automobile in traveling to and from court or government agency offices, any mileage allotment shall be retained by the Employee. If a police vehicle is used, the allotment is turned over to the Department.

(D) The Town agrees to pay Employees the same mileage allowance in effect for County of Suffolk Employees. The Town agrees to provide a police unit, if a unit is available.

ARTICLE VII – Death Leave

Employees shall be entitled to four (4) consecutive working days' leave of absence computed either from the day of death or the day following death at the Employee's option, for death of Employee's spouse, child (including adopted children), father, mother, brother, sister, parents, parents-in-law, grandparents, grandparents-in-law, grandchildren, daughter-in-law, brother-in-law, sister-in-law, son-in-law, or stepchild.

ARTICLE VIII – Overtime and Night Differential

(A) All Employees who work in excess of their basic work week or tour of duty [forty (40) hours a week, or eight (8) hours a day] shall be paid overtime compensation at the rate of one and one half (1 ½) times the Employee's regular entitlement.

(B) Night differential compensation for an Employee working three (3) regularly scheduled tours, around the clock or a steady night tour shall be paid \$3,700 annually. Effective January 1, 2000, the payment shall be increased to \$3,800 and effective January 1, 2001, to \$3,900. An Employee working two (2) regularly scheduled tours shall be paid \$1,900 dollars annually. Effective January 1, 2000, this shall be increased to \$2,000 and effective January 1, 2001, to \$2,100. Effective January 1, 1999, the Sergeant in charge of the CRU/Street Crime Unit will be eligible for the three tour night differential compensation.

An assigned three shift tour of duty shall consist of one set of days, one set of evenings, and one set of nights. An assigned two shift tour of duty shall consist of one set of days and one set of either evenings or nights.

A uniformed Employee assigned as a relief Supervisor or assigned standby duty officer shall be entitled to the same payment as Employees assigned to a three (3) tour around the clock duty chart. This night differential shall be paid semiannually when receiving holiday pay.

This provision shall not be applicable to work performed between 3:00 p.m. and 5:00 p.m. which is part of a regular 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. day tour; or work performed between 6:00 a.m. and 8:00 a.m. which is part of a 6:00 a.m. to 2:00 p.m. or 7:00 a.m. to 3:00 p.m. day tour. This shall be applicable to work performed between 3:00 p.m. and 4:00 p.m. which is part of a 3:00 p.m. to 11:00 p.m. night tour and applicable to work performed between 2:00 p.m. and 4:00 p.m. which is part of a 2:00 p.m. to 10:00 p.m. night tour.

(C) In calculating overtime under any provision of this Agreement the longevity part of the base shall be frozen at the December 31, 1978 longevity position. Effective August 17, 1999, for all overtime at or above the applicable FLSA cap, longevity pay shall be included in the base as required by law.

(D) Subject to Town Board meeting dates, the Town shall pay overtime in separate checks on a monthly basis.

(E) For purposes of computing overtime, a 238 day (1904 hours) work year shall be used.

ARTICLE IX – Vacation

(A) The vacation schedule shall be as follows:

Over two (2) years of service, seventeen (17) working days.

Over five (5) years of service, nineteen (19) working days.

Over ten (10) years of service, twenty four (24) working days.

Over fifteen (15) years of service, twenty seven (27) working days.

Over twenty-one (21) years of service, thirty (30) working days. (Effective January 1, 1999).

Vacation may carry into the following year a maximum of up to two years of accrual and in no event may the maximum be exceeded.

(B) Employees who have major illness or injury while on vacation may use their sick leave for the remainder of the illness and have any remaining vacation time retained, provided proper notice is given and a doctors certificate is presented, or another physician, at the option of the Chief of Police, and, at the expense of the Town, examines the Employee and, provided further, that the Chief determines that the illness is bona fide. A major illness shall occur when an Employee is incapacitated or hospitalized for a period of five (5) consecutive days or receives a serious physical injury. An Employee shall be credited for any remaining vacation time if the Employee terminates their vacation and continues on sick leave.

(C) An Employee who chooses not to utilize all of his/her annual vacation allotment may sell back the unused days by filing a written notice with the Chief or his/her designee prior to the 15th day of an even numbered month, in which case those days shall be paid as wages when receiving overtime pay. Payment shall be at straight time based on a 238 day (1904 hours) work year. This election may not exceed two (2) days per month. In no event shall this payment be construed as an increase in base pay.

(D) Vacation shall be credited to an Employee for each calendar year on January 1, except in the year of his/her retirement, when vacation will be prorated and credited at the end of each full month worked. In no event shall an Employee be paid for more than fifty-four (54) vacation days upon retirement.

ARTICLE X – Personal Days

An Employee shall be granted four (4) days personal leave per annum for conduct of personal business. Employees may accumulate personal days for three (3) years. Personal business shall be defined as those matters relating to a personal, legal, family, religious or household need which cannot be performed or attended to by the officer during times other than the regularly scheduled tour of duty of the officer. Except in cases of emergency and full mobilization of the Department, as determined by the Chief at his/her sole discretion, or if the Department is unable to fill the resulting vacancy through overtime, all personal leave requests that are submitted seven (7) or more days prior to the requested date shall be granted. If the request for a personal day is submitted less than seven (7) days before the requested day or if another Employee has already been granted the same day off, the request for personal leave shall be granted at the discretion of the Chief or designee.

ARTICLE XI – Longevity Pay

Longevity payments shall be based on the present year's salary and the percentages shall be taken therefrom. Employees shall be paid longevity based on the following schedule:

Four percent (4%) of the total base pay after ten (10) years of service.

Six percent (6%) of the total base pay after fifteen (15) years of service.

Seven percent (7%) of the total base pay after eighteen (18) years of service.

ARTICLE XII – Excuse from Duties of the S.O.A. 's Representatives

(A) During the negotiations by the representatives of the S.O.A. and the employer for renewal, or change, of the Agreement, the negotiators for the S.O.A. shall be excused from their duties in the Police Department, provided such period of negotiations are reasonable and necessary. The negotiators for the S.O.A. shall not exceed four (4) members, exclusive of counsel and stenographer.

(B) Members of the S.O.A. or delegates to any bona fide police organization of which the S.O.A. is an associated member, upon approval of the Chief of Police, shall have the right to attend meetings and conventions to which the S.O.A. belongs, in pursuance of their obligations as officers or delegates of the S.O.A. without loss of pay or time and in accordance with requirements of the Audit and Control Bureau of the New York State Comptroller's Office.

ARTICLE XIII- Duty Tours

Members of the units shall continue to work the duty chart currently in effect and as issued by the Chief of Police which shall consist of a 238 day (1904 hours) work year.

ARTICLE XIV- Supplemental Death Benefit

The Town has adopted Section 360-b of the Retirement and Social Security Law providing the supplemental death benefit for Employees who decease while active members of the Police Department. The Town will make a \$10,000 contribution for an Employee who is killed in the line of duty to the Employee's spouse or his/her estate.

ARTICLE XV-Severance and Death Benefits

(A) Unused compensatory time, overtime, holiday and vacation pay, sick time and terminal pay shall be paid over to the Employee, the Employee's spouse, or the Employee's estate within thirty (30) days of the Employee's termination of employment

because of retirement, resignation or death, except for dismissal for cause. For purposes of computing a day's pay, a 238 day (1904 hours) work year shall be used.

(B) Accumulated personal time shall be payable at the time of termination of employment due to death or resignation. There shall be no payment at the time of retirement or dismissal for cause.

(C) All benefits available pursuant to this article may be payable in up to five (5) installments over five (5) years at the Employee's option.

ARTICLE XVI – One Year Final Average Benefits

The Town participates in the twenty (20) year, one-half (1/2) pay final average annual salary, based on the one (1) year option, non-contributory retirement plans pursuant to the New York State Retirement and Social Security Law. The Town has also adopted the New York State Police Retirement System, Section 384-e, the special twenty (20) year plan with additional 1/60th.

ARTICLE XVII-Non-Conflict Rule

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

ARTICLE XVIII-Working Conditions

(A) Employees shall not be required to wear their hats while in a radio motor patrol car.

(B) All other benefits currently being enjoyed by the Employees, whether by statute, law, ordinance, resolution or precedent, shall continue to be in effect, provided the benefit does not duplicate a similar benefit herein provided.

(C) An Employee shall be compensated for the replacement cost of a personal item or items lost or damaged beyond repair or for the cost to repair a damaged personal item or items, provided the loss or damage is caused without the Employee's negligence and is incurred while the Employee is on duty or actually conducting police business, and further provided, that the item or items are of a nature the Employee would reasonably be expected to have in his/her possession in the course of duty. If an item is replaced depreciation will be deducted from the cost of the replacement.

The personal items covered by the provisions of this section shall be limited to clothing, equipment and accessories actually being worn at the time loss or damage is incurred, or a personal vehicle when parked at or in close proximity to a relieving point, when on duty, and the damage is caused by criminal mischief or vandalism. A motor vehicle shall not be deemed to be operated in the performance of police business when such vehicle is being driven by an Employee to and from the Employee's home on the Employee's daily work assignment.

The Employee seeking to collect hereunder must prove to the satisfaction of the Chief that the loss was actually incurred. When a claim is submitted, it must be accompanied by a sworn statement that the claim was incurred in the course of the Employee's duties as a police officer, together with an executed claim voucher indicating the items, damage or loss and their approximate original cost, together with the current value, including depreciation, if any. These provisions shall not be applicable for the annual equipment allowance that each Employee receives.

(D) No Employee shall be compelled to submit to a polygraph test.

(E) In the event that the designated department Executive Officer is a unit member, a Town-owned vehicle will be supplied, maintained and fueled by the Town Board and assigned to the Officer for his/her use.

(F) All new patrol vehicles shall be equipped with air conditioning, power windows and power door locks.

ARTICLE XIX –Re-Negotiation

Upon the mutual agreement between the S.O.A. and the Town, during the term of this Agreement, it may be reopened for further negotiations for additional benefits for either the Town or for the Employees.

ARTICLE XX – Clothing and Equipment

(A) The Town will provide all Employees with all uniforms and equipment, which shall include, but not be limited to, a handgun.

(B) An Employee shall receive an annual equipment allowance toward the cost of required equipment not furnished by the Police Department and the cleaning of uniforms in the sum of \$650, to be paid on December 7th or the first business day following December 7th. The allowance shall be prorated on a quarterly basis for those who do not work a full year in the position. As long as the Employee works in the position for at least one day in any 3 month period, he/she is entitled to a ¼ share of the annual allowance.

(C) Any Employee assigned to perform duty as a Detective or in plain clothes by order of the Chief for a continuous period of not less than three (3) months shall receive an additional allowance in lieu of clothing on a basis of Six Hundred Dollars (\$600) per calendar year. Such clothing allowance shall be paid by separate check, not inclusive in the Employee's salary, on December 7th or the first business day following December 7th.

ARTICLE XXI – Sick Leave

(A) Employees shall accrue sick leave at a rate of one and one-fourth (1 ¼) days per month to a total of fifteen (15) days per year. Effective August 17, 1999, sick leave shall not be accrued by those employees on an unpaid leave of absence, or those employees under suspension for more than 30 consecutive calendar days during the pendency of disciplinary charges.

(B) Employees shall be permitted to accrue a maximum of 355 days of unused sick leave and shall be entitled to receive payment for 228 days in full upon retirement based on a 238 day work year and any accumulated sick days exceeding 228 days to 355 days shall be paid at the rate of the average salary over the past three years based on a 238 day work year (1904 hours). However, an Employee may make an election for sick time buy-out under subsection (C) hereof. In order to qualify for this payment, the Employee must have accrued at least 125 sick days at retirement. The Employee will be deemed to have satisfied this requirement if, at any time during his/her employment, he or she buys out sick leave pursuant to paragraph "C" below.

(C) An Employee may elect to reduce the sick time accrued under paragraph (B) by filing a written election with the Town Clerk before September 1st, in the form provided by the Town, for payment to be made in the last week in January of the following year. Buy-out shall be in lots of 25 sick days. No buy-out shall be permitted unless at the time of election the Employee has accumulated at least 125 sick days. The rate of pay shall be calculated at the time of payment; based on a 238 day work year (1904 hours). An Employee having made this election has agreed that the maximum sick leave payable to said employee during his/her employment shall be two hundred twenty eight (228) days at full pay based on a 238 day work year (1904 hours). Any payments made prior to retirement shall be deducted from the gross number of days that may be paid to an Employee at retirement. An Employee who has "bought-out" sick leave during his/her career shall be permitted to reaccumulate sick days to a maximum of three hundred fifty-five 355 days but shall not be permitted to reaccumulate for payment purposes and these additional days representing days already "bought-out" may be taken for sick time purposes only.

(D) Should an Employee accumulate sufficient days to permit that Employee to "buy-out" a lot or lots of 25 sick days, the Employee will not have to reaccumulate the amount of days necessary to reach the threshold necessary for payment. That is, an Employee who has earned at least one hundred twenty-five (125) days sick leave and who "buys-out" that sick leave will not have to accumulate additional days to again reach one hundred twenty-five (125) days in order to purchase sick time.

(E) The Town shall be permitted to require a medical certificate at the Town's expense for sick leave absences of less than three (3) days duration and at the Employee's expense for absences of three (3) days duration or longer.

(F) Employees absent on sick leave shall notify the ranking officer in charge of the tour prior to two (2) hours before the scheduled tour of duty. The Chief may grant advanced sick leave not to exceed thirty (30) days to an Employee's account. Notwithstanding the foregoing, the Town, in its sole discretion, may provide additional sick leave over and above the maximum accumulation of three hundred fifty-five (355) working days. Sick leave shall only be considered absence necessitated by actual illness or physical disability.

(G) Sick Leave Bonus Plan - A one hundred twenty five (\$125.00) dollar bonus shall be paid to each Employee for each calendar quarter when the average pro rata sick time for all Employees equals one (1) day or less per Employee for such quarter. The average shall be based on the sick leave roster which shall be posted at Police Headquarters.

If the criteria in the above paragraph are not met, a one hundred (\$100.00) dollar bonus shall be paid to each Employee for each calendar quarter the Employee has taken one sick day or less.

(H) The Employee may be permitted to use up to five (5) earned sick days due to the serious illness of a spouse where the Employee has exhausted all available personal days.

(l) Effective August 17, 1999, in order to be eligible to receive sick leave on any given day, the employee must, immediately after contacting the Department pursuant to the Department's standard procedure for requesting sick leave, also call the FMLA/Sick Line at 727-3200, X 777 and advise that the employee is going to be absent from work that day, as well as whether the employee is requesting FMLA coverage for the absence because of a serious medical condition.

ARTICLE XXII – Annual Physical Examination

All Employees must submit to an annual physical examination by a doctor designated by the Town. Both the Employee and the Town will receive a written report of this examination. Payment for the examination is the responsibility of the Town.

If an Employee receives a written report that medical treatment is required due to obesity or other medical problems such as alcohol or drug abuse then the Employee shall be required to submit to treatment under physician's care. The Employee will be entitled to a second medical opinion as agreed by the S.O.A. and the Town.

ARTICLE XXIII – Outside Employment

An Employee may be engaged in any other employment off duty that is not in violation of Federal, State or County law with the prior approval of the Chief and with a limit of twenty (20) hours or less per calendar week. Effective August 17, 1999 an Employee may engage in security work for an outside entity with the prior notification to the Chief as part of the 20 hour per week limit under the following circumstances: (1) the work and/or entity and/or entity's corporate headquarters is located outside the Town; (2) the nature of the employer's business is compatible with and appropriate to the employee's regular police duties (e.g., not an establishment licensed to serve alcohol); and (3) the employee completes and submits to the Chief an affidavit prepared by the Town certifying the prospective employer's name, address and telephone number, the type and nature of the work involved, and that the employee understands and will abide by the provisions of this paragraph. The Chief shall retain the discretion to decide, on a case by case basis, that a particular officer performing this

work outside of the Town may carry or use a firearm as part of otherwise approved security work. The Chief's decision shall not be arbitrary or capricious. This provision shall be implemented on a pilot basis for one calendar year from August 17, 1999. The provision is subject to cancellation by either party if it gives that notice to the other more than 30 days before its expiration, in which case the parties shall immediately meet to attempt to resolve their differences. If they are unable to reach a mutually satisfactory agreement, the issue of whether this provision should be reinstated shall be submitted to compulsory interest arbitration pursuant to PERB's Rules of Procedure.

ARTICLE XXIV – No Strike Pledge

The S.O.A. for itself and on behalf of its members agrees that there shall be no strike. Job action, slowdown, or other interruption of work during the period of the Agreement or at any other time.

ARTICLE XXV – Bill of Rights

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

1. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime.

2. The interrogations shall take place at a location designated by the investigating officer. Usually, it will be at the Police Headquarters or at the place at which the incident allegedly occurred. The Employee may be represented by counsel at all times if he/she makes such a request.

3. The Employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant, although the address of any complainant and/or witness need not be disclosed. If it is known that the Employee being interrogated is a witness only, the Employee should be so informed at the initial contact.

4. The questioning shall not be unduly long. Reasonable respites shall be allowed. Times shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable necessary.

5. The Employee shall not be threatened with dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.

6. The complete interrogation of the Employee shall be recorded mechanically or by a stenographer if requested by the Employee. When the proceedings are recorded, (all recesses called during the questioning shall be recorded) the Employee shall be entitled to examine, and make a copy (at the Employee's expense) of the transcript of such stenographic record within a reasonable time after the interrogation, if request therefore be made in writing to the Town.

7. If an Employee is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be apprized of his/her constitutional rights, which are that the Employee must, prior to the interrogation, be informed that he/she has the right to remain silent, and that anything he/she says can and will be used against him/her in court; that he/she must be informed that he/she has the right to consult with counsel and to have counsel with him/her during interrogation.

8. In all other cases, there is 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 Town may (but need not) afford an

opportunity for an Employee, if he/she so requests, to consult with counsel before being questioned concerning a serious violation of the Rules and Regulations of the Town of Riverhead Police Department, provided the interrogation is not unduly delayed. In no event shall the interrogation be postponed for the purpose of consulting with counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, may be present during the interrogation of an Employee. Requests to consult with counsel in connection with minor violations will be denied unless sufficient reasons are advanced to support such requests. Unless otherwise expressly provided herein, all counsel fees and other expenses incurred by an Employee shall be paid by the Employee and may not be recovered from the Town.

ARTICLE XXVI – Legislative Action Requirement

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

ARTICLE XXVII – Binding Effect

This Agreement shall be effective for the period from January 1, 1999 through December 31, 2001.

ARTICLE XXVIII – Partial Invalidity

If any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, all other provisions of same shall, nevertheless, continue in full force and effect.

XXIX – Vests

Each Employee shall be provided a bulletproof vest for use on duty. Any Employee who does not wish to wear the vest while on duty shall supply a sworn, written release executed by the Employee and his or her spouse releasing the Town from any and all liability that may result from the Employee's failure to wear the vest. However, the release shall not eliminate any and all coverage for injury or death as may be provided by this contract or laws and statute.

ARTICLE XXX –Deferred Compensation Plan

As per Town Board Resolution #193 as approved March 5, 1985, and to the extent permitted by the U.S. Internal Revenue Code and the New York State Income Tax Laws, Employees may elect to participate in the Town of Riverhead Deferred Compensation Plan.

ARTICLE XXXI – Educational Incentive

An Employee who earns his/her bachelor's degree while a member of the S.O.A. unit will receive a yearly stipend of two (2%) percent of base pay. An Employee who earns a post graduate degree while a member of the S.O.A. unit will receive a yearly stipend of one (1%) percent of base pay. No stipend will be granted for degrees earned prior to employment with the Town. All degrees, in order to be recognized, must be in the field of Police Science or Law and must be received from an accredited university or college. Payment of the education stipend will be made along with the December payment of Holiday Pay.

ARTICLE XXXII- Salaries

The salaries for the following Employees for the period January 1, 1999 through December 31, 2001 shall be as follows:

SALARY SCHEDULE

	<u>JANUARY 1, 1999</u>	<u>JANUARY 1, 2000</u>	<u>JANUARY 1, 2001</u>
Sergeant	\$78,177	\$81,304	\$84,556
Det. Sergeant	\$80,148	\$83,354	\$86,688
Lieutenant	\$84,044	\$87,406	\$90,902

ARTICLE XXXIII-Drugs and Alcohol

1. The use of illegal controlled substances or alcohol by employees adversely affects the town's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of Employees and the public, and undermines public trust. Therefore, the use, sale, distribution, or possession of illegal controlled substances or alcohol by any Employee while on duty is prohibited. In addition, Employees are prohibited from being under the influence of illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge.

2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of law.

3. Any Employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.

4. The procedures and provision of Article XXV (Bill of Rights) are specifically applicable to this Policy and Procedure.

TESTING

5. Employees shall be subject to urinalysis testing based upon a reasonable suspicion of illegal controlled substance or alcohol use.

(a) The order to submit to testing must be justified by a reasonable suspicion that the Employee is or may be under the influence of illegal controlled substances or alcohol while on duty. Or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

(b) While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

(c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

(d) Reasonable suspicion may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol;
or

2. A pattern of unusual or abnormal conduct or erratic behavior (e.g. excessive absenteeism, lateness or early leaves); or

3. Arrest or conviction for a drug-related offense, or the identification of an Employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or

4. Information provided by a reliable and credible source; or
5. Newly discovered evidence that the Employee has tampered with a previous drug or alcohol test.

(e) It is intended that where a decision is made to test, the Employee will be given a direct order to submit to the test and the S.O.A. shall be notified of such order. The test shall be conducted immediately thereafter. The Employee shall be given a brief verbal statement of the basis for reasonable suspicion.

(f) Where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed, except for the name of the governmental law enforcement agency involved, if any. The Town shall not be required to identify a confidential informant in any proceeding, nor can evidence supplied by a confidential informant be suppressed because of a refusal to identify the name of the source.

(g) The parties agree to continue their negotiations over the procedures that will be utilized to implement their agreement to adopt a random drug testing policy. In the event that the parties are unable to reach an agreement on those procedures within 30 calendar days following the complete ratification and approval of this Agreement, they will proceed immediately to binding arbitration over the issue before a mutually agreed upon arbitrator or, if they cannot agree upon an arbitrator, one selected pursuant to PERB's interest arbitration rules and procedures. The parties agree that the Town's submission to arbitration shall not include a request for random alcohol testing.

TEST PROCEDURES

6. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the Employee. There shall be no direct observation of giving of urine specimens, unless there is reason to believe that the

specimen may be tampered with, in which event direct observations shall be made by a person of the same gender as the Employee giving the specimen.

7. Specimens shall be collected under the supervision of a monitor designated by the Town. The monitor shall mark and seal the specimen to preserve its chain of custody; thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute On Drug Abuse (NIDA) of the Department of Health and Human Services.

8. Initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. Copies of results shall be sent to the Town and the Employee. All tests conducted pursuant to this procedure will be paid for by the Town.

9. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the Employee may be subjected to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Town's sole discretion if the Employee agrees in writing to complete counseling and treatment on his/her own time for the illegal controlled substance use or alcohol use in a program jointly agreed to by the Town and the S.O.A. The Employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The Employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol, and that, if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one (1) year period, the Town may

re-institute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of the charges and their resolution (the charges, the answer and the stipulation) shall remain in the Employee's file unless the parties otherwise agree.

ARTICLE XXXIV-Grievance Procedure

General Principals:

1. Time limits set forth herein may be extended or diminished only by mutual, written agreement of all parties concerned.
2. Failure at any level of the grievance procedure to communicate a decision to the aggrieved party or his/her representative within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.
3. If a grievance is sustained, the remedy shall not exceed or cover more than 30 calendar days before the date on which the grievance was filed.

Grievance Procedure:

1. A "grievance" shall be defined as any alleged violation of a specific provision of this Agreement.
2. All Grievances must be filed as outlined below within thirty calendar days from the date on which the event or condition constituting the grievance occurred, or the date on which the grievant knew or reasonably should have know of the event or condition, whichever is later.
3. There shall be three procedural steps as follows:

First Step:

The first procedural step shall consist of the Employee's presentation of the grievance in writing to his/her immediate supervisor. A written decision or determination thereon shall be made by the immediate supervisor within ten calendar days from the time of submission. A copy of the decision shall be mailed to the aggrieved Employee, the S.O.A. and the Chief.

Second Step:

A. If the Employee is not satisfied with the decision at Step 1, he/she may appeal the grievance to the Chief by written notice within ten calendar days from the date the decision at Step 1.

B. Within ten calendar days after receipt of the appeal, the Chief shall render a decision. A copy of the decision shall be mailed to the aggrieved Employee and the S.O.A.

Third Step:

A. If the Employee or the S.O.A. is not satisfied with the decision at Step 2, either or both may submit the grievance in writing to the Town Board within ten calendar days of the date of the decision at Step 2.

B. Within fifteen calendar days after receipt of the appeal, or at its next regularly scheduled meeting, whichever is later, the Town Board shall consider the grievance in Executive Session. The Board may hold a hearing if it believes it is necessary.

C. Within seven calendar days after it has completed its consideration of the grievance, the Town Board shall render a written decision on the grievance. A copy of the decision shall be mailed to the aggrieved Employee, the S.O.A. and the Chief.

Fourth Step:

- A. Only the S.O.A. or the Town can submit an alleged grievance to binding arbitration.
- B. The filing for arbitration must be done by means of a written notice to the Town of intention to proceed to arbitration within fifteen full working days from the date that the decision of the Town Board is received by the S.O.A.
- C. In the event that the parties are unable to agree upon the designation of an Arbitrator, within fifteen calendar days after the notice of intention to proceed to arbitration is received by the Town, an Arbitrator shall be appointed from a list(s) provided by the American Arbitration Association pursuant to its Voluntary Labor Arbitration Rules.
- D. The Arbitrator shall be limited to the terms and conditions set forth in this Agreement, and shall have no power to add to, delete from or otherwise modify any of its terms.
- E. The fees and expenses of the American Arbitration Association and the Arbitrator shall be borne equally by the Town and the S.O.A.
- F. The election to proceed under this Agreement's Grievance Procedure to Arbitration shall act as a waiver of that party's right to seek a remedy in any other forum.

ARTICLE XXXV-Probationary Period

Employees promoted to sergeant shall serve a nine month probationary period.

ARTICLE XXXVI – Jury Duty

The first three (3) days in the year shall be with full pay. All time taken thereafter shall be charged against accrued leave time.

ARTICLE XXXVII-GML207-C

(A) Effective August 17, 1999, accrued leave time shall be used during the first 5 days of any absence, unless the Town decides not to controvert the employee's claim. If GML 207-c status is awarded to the employee, or if Workers' Compensation awards the Town reimbursement for any or all of these five days, then the day(s) shall be reccredited to the employee and the Town shall provide written confirmation to the employee of the reccrediting within 30 calendar days of notice to the Town of the award of GML 207-c benefits or Workers' Compensation for the period in issue, unless an appeal is taken from the Workers' Compensation decision.

GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE

I. PURPOSE

This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-c of the General Municipal Law ("GML 207-c"). It shall operate as a waiver of any other procedural rights the S.O.A. and/or its Members may have pursuant to GML 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the preexisting provision.

II. APPLICATION FOR BENEFITS

1. A Member shall continue to be required, as per existing Department rules, procedures, orders, etc. ("rules"), to timely notify the Department of any injury, illness or sickness ("injury") allegedly occurring in or as the result of the performance of the

member's duties and which necessitates medical or other lawful remedial treatment ("GML 207-c disability"). The notification ("application") shall be made on the attached form.

2. An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with the rules and this procedure.

3. Members shall, within two (2) weeks of the occurrence, report to the Chief or designee any sickness or injury to themselves no matter how slight. A Member's failure to comply with these reporting obligations shall result in the denial of an application for benefits under this procedure unless these requirements cannot be met due to (i) the Member's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his sole discretion, finds acceptable.

III. INITIAL APPLICATIONS FOR GML 207-C BENEFITS

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

2. After the filing of the application, the Member shall submit to one or more medical examinations as provided by law. The Member and health provider shall cooperate fully with the designated physician. Failure to cooperate may result in information being excluded as specified in paragraph 4 of this Section.

3. Any reports submitted by the employee's or Department's health provider shall include the following information: (a) the exact date(s) that the health provider examined the member regarding the injury, (b) an explanation of what the examination consisted; (c) diagnosis, (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the Member cannot perform, and for how long; and (g) whether any or all of the duties the member cannot perform could be performed with an accommodation(s) and, if so, what the accommodations(s) is (are). The failure to

provide information specified in this paragraph may result in the health provider's report being disregarded by the Town or by the Arbitrator.

4. The Town shall render a written decision on the application for benefits within sixty (60) calendar days after receipt of the application specified above. A copy of the decision shall be mailed to the Member by regular and certified mail, return receipt requested, at the address specified in the application. A copy shall also be delivered to the Accounting and Town Attorney's Offices and a copy shall also be delivered to the S.O.A. President. The failure to issue a decision in accordance with these time limits shall result in the Member being placed on 207-c benefits.

5. While a decision on an application is pending, time off alleged to be attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged based on the Department's initial determination.

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

7. In the event the Member is not satisfied with the Town's decision and wishes to appeal it, the Member shall file with the Town within thirty (30) days of receipt of the decision a written demand for arbitration on the GML 207-c claim. The parties to the arbitration shall be the Town and the Member. There shall be a single arbitrator ("the arbitrator"), who shall be selected in accordance with the AAA's Voluntary Labor Arbitration rules. All costs billed by the arbitrator shall be borne equally by the Town and the Member. All other costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts, etc.

8. The Arbitrator shall have the authority to decide, de novo, the claim of entitlement to GML 207-c benefits. He or she shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the

event of a dispute between the parties as to the nature of the proceeding, the Arbitrator shall first decide whether the proceeding represents an issue of an applicant's initial entitlement to GML 207-c benefits or whether the proceeding presents a different issue that should be decided in a different proceeding, as outlined below.

9. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the Collective Bargaining Agreement and the rules. The Arbitrator shall have no authority to make a decision on any issue not submitted or raised by the parties.

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

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

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

2. The Member shall submit to the Town Attorney's Office and Accounting Office any previously unsubmitted health provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the health provider. Likewise, the Town shall submit to the member any previously unsubmitted health provider(s) report(s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health provider. If such a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the Town as a GML 207-c injury, then the application shall be granted, provided the Arbitrator otherwise finds the Member entitled to GML 207-c benefits as set forth in Section III (10,116). If no such relationship is found, then the claim shall be treated as an initial injury and the matter shall be processed pursuant to Section III above.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

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

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

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

4. The Member shall submit to the Town Attorney's Office and Accounting Office any previously unsubmitted health provider(s) report(s) upon which the Member intends to rely at the hearing immediately upon receiving same from the health provider. Likewise, the Town shall submit to the Member any previously unsubmitted health provider(s) report (s) upon which the Town intends to rely at the hearing immediately upon receiving same from the health provider. If more than 60 calendar days elapse from the effective date of the Town's notification to the Member and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the Member's accrued leave time period; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Town and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled arbitration hearing is

adjourned at the request of the Town or the arbitrator, then the 60 day period shall be extended to 90 days. In the event that the Member's GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of this provision shall be recredited to the member. If the Member disagrees with the Town determination, he or she shall commence an appeal pursuant to the procedures outlined in Section III (7). While pending the Member shall remain an GML 207-c status.

VI. OTHER PROVISIONS

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

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

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

4. This procedure shall take effect upon the issuance of this Award and shall apply to all applications pursuant to Section III and/or Section IV made after that date and all determinations pursuant to Section V rendered after that date.

IN WITNESS WHEREOF, the TOWN OF RIVERHEAD has caused this Agreement to be signed by its Supervisor, by order of the Town Board of the Town of Riverhead, and the RIVERHEAD SUPERIOR OFFICERS ASSOCIATION, has caused this Agreement to be signed by its President, and countersigned by its Secretary, by order of its members.

TOWN OF RIVERHEAD

BY: Vincent G. Villella
Vincent G. Villella
Supervisor

Robert F. Keenan
7-26-2000

RIVERHEAD TOWN POLICE SUPERIOR OFFICERS ASSOCIATION, INC.

BY: Stephen T. Palmer
Stephen T. Palmer
S.O.A. President

BY: Patrick Mulcahy
Patrick Mulcahy
S.O.A. Secretary