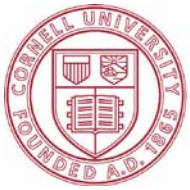


Cornell University
ILR School

BLS Contract Collection

Title: **Suffolk County and Suffolk County Police Benevolent Association, Inc. (2000)**

K#: **820356**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - http://digitalcommons.ilr.cornell.edu/blscontracts/1/

For a glossary of the elements see - http://digitalcommons.ilr.cornell.edu/blscontracts/2/

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/

For more information about the BLS Contract Collection, see http://digitalcommons.ilr.cornell.edu/blscontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

#820356

JUN 2 1998

AGREEMENT

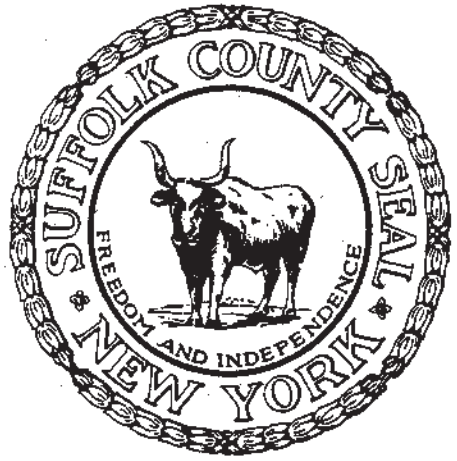
BETWEEN

SUFFOLK COUNTY, NEW YORK

and the

SUFFOLK COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

January 1, 1996 - December 31, 1999



64 pages

INDEX

TOPIC	SECTION	PAGES
Administrative Improvements	33	41
Agency Shop	2(b)	2
Anonymous Correspondence	31(c)	37
Association Obligations	3(a)	2
Association Recognition	2(a)	2
Benefit Fund	7	4
Bill of Rights	28	30
Breathalyzer Use	31(u)	40
Canine Assignments	12(h)	9
Cleaning Allowance	12	8
Clothing Allowance (Plainclothes)	12(a)	8
Clothing, Cleaning, Equipment and Facilities	12	8
Compensation Included in Retirement Allowance	18	13
Compensatory Time Accumulation	20(d)	20
Computer Space	33(c)	41
County Obligations	3(b)	2
Damaged Clothing or Equipment	31(j)	39
Dead Bodies	31(i)	38
Death & Injury Benefits	16	11
Death Leave	27	30
Declaration of Agreement	1	1
Deferred Compensation Annuity	8	5

Departmental Orders	33(e)	41
Discipline, Arbitration Option	29(d,e)	32
Disciplinary Procedures	29	32
Discipline, Statute of Limitations	29(b)	32
Drug Testing	40	45
Dues, Payroll Deductions	33(a)	41
Duration of Agreement	41	45
Employer Rights	35	43
Employment, Off-Duty	31(f)	37
Excusals for Association Business	34(a)	41
Grievance Procedures	30	33
Gun Permits, Retirees	10(c)	7
Holidays	24	27
Hospitalization and Surgical Insurance	9	6
Hourly and Daily Rate of Pay	5	3
Injury Determination	17	12
Insurance	39	44
Interviews and Interrogatories, Recorded	28(7)	31
Leave of Absence	26(c)	29
Legal Representation	28(9)	31
Legislation Proposals	10(b)	7
Liability Insurance	39(b)	44
Life Insurance Policy	39(e)	45
Line of Duty Injuries, When to Report	16(c)	12
Line of Duty Injuries, Hospitalization Rights	16(d)	12
Locker Facilities	12(k)	9

Longevity	6	3
Lost Checks	33(b)	41
Lunchroom and Lounge Facilities	12(m)	9
Marine Bureau, Boat Maneuvering Requirements	19(9)	19
Maternity Leave and Leaves of Absence	26	29
Meal Allowance on Overtime Assignment	20(f8)	21
Meal Periods	19(8)	19
Meals with Adjoining Sector	31(w)	40
Medical Insurance, Active and Retired Members	9(a)	6
Medical Insurance, Dependents of Deceased Members	9(c)	6
Mileage Allowance, Travel Pay and Out of State Duty	14	10
Miscellaneous Compensation Payments	4(i)	3
Negotiations, Time Off For	34	41
Night Differential	11	7
Obligations	3	2
Out of State Duty Assignments	14(c,d)	11
Overtime	20	19
Overtime Scheduling	31(x)	40
Past Practices	37	43
Pay Periods and Method of Payment	4(g)	3
Pension Benefits	10(a)	7
Personal Leave Days	25	28
Personnel File, Inspection of	31(a)	37
Physical Examinations	32	40

Police Cadet Program	36	43
Police Recruit Curfew	31(v)	40
Police Rosters	33(d)	40
Political Activities	31(l)	39
Polygraph Tests	31(u,2)	40
Portable Radios, Required Use of	31(y)	40
Printing Agreement	42	45
Promotion Benefits	38	44
Recall Pay, Active Members	21(a)	22
Recall Pay, for Court Appearances	21(c)	23
Recall Pay, for Retirees	10(d)	7
Recall, Travel Time and Standby	21	22
Recognition	2	2
Retirement and Legislative Benefits	10	7
Salary Schedules	Appendix	D
Scooters, Use of on Patrol	31(p)	39
Sick Leave	22	23
Stand-By Pay	21(b)	23
Subpoenas in Civil Actions	13	9
Teletype Machine	34(f)	43
Termination Entitlement	15	11
Tours of Duty, Changing	20(f)	20
Transfer Requests	31(m)	39
Travel Pay	14(b1)	10
Trustees' File Cabinets	12(l)	9
Uniform Equipment Committee	12(g)	9

Unsafe Vehicles	31(q)	39
Vacations	23	25
Vacation Period, Working During	23(j)	26
Vacation, Probationary Officers	23(k)	27
Wage Increments, Police Officers	4(g)	3
Wages	4	2
Weapons, Carrying of	31(g)	38
Work Schedules and Conditions	19	13
Work Schedules, New Hires	19(2a)	17
Working Conditions	31	37

SECTION 1: DECLARATION OF AGREEMENT

AGREEMENT made and entered into as of the first day of March 1998, incorporating the terms of the Compulsory Interest Arbitration Award dated October 11, 1996, by and between the COUNTY OF SUFFOLK, a political subdivision of the State of New York, (hereinafter referred to as the "Employer"), and SUFFOLK COUNTY POLICE BENEVOLENT 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 868 Church Street, Bohemia, New York (hereinafter referred to as 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 and

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

WHEREAS, the County accordingly has recognized the Association as the exclusive bargaining representative of said 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 Section 204(a) of the Civil Service Law 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 hereto bind themselves and agree that this Agreement shall encompass the rates of wages and the conditions of employment of all Employees of the Suffolk County Police Department who have the designation of Police Officers in each of said classifications (hereinafter collectively referred to as "Employees").

SECTION 2. RECOGNITION

(a) The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all Police Officers in each of said classifications employed in the Police Department of the County of Suffolk, State of New York, for a maximum period permitted under law.

The Association or its designated counsel shall be the exclusive representatives of the bargaining unit for the purposes of representing Police Officers at Inspection or Internal Affairs interviews and at all arbitration proceedings.

(b) An agency shop shall remain effective during the term of this contract.

SECTION 3. OBLIGATIONS

(a) The Association obligates itself to use its best efforts to see that all Employees of the Suffolk County Police Department, for whom it is the bargaining representative, will faithfully perform all the terms and conditions of this Agreement on their parts to be performed.

(b) The County obligates itself to use its best efforts to see that all Employees of the Suffolk County Police Department 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 4. WAGES

Wages shall be set forth in Appendix "D" as follows:

(a) The wages commencing February 1, 1996 shall be as set forth in Schedule A annexed hereto and made a part hereof as if herein set forth at length and with the same force and effect.

(b) The wages commencing January 1, 1997 shall be as set forth in Schedule B annexed hereto and made a part hereof as if herein set forth at length and with the same force and effect.

(c) The wages commencing January 1, 1998 shall be as set forth in Schedule C annexed hereto and made a part hereof as if herein set forth at length and with the same force and effect.

(d) The wages commencing April 1, 1999 shall be as set forth in Schedule D annexed hereto and made a part hereof as if herein set forth at length and with the same force and effect.

(e) The salary for new Suffolk County Police Officers, while in attendance at the Police Academy, shall be reduced by two thousand dollars ($2,000) less than the regular starting rate of pay. Upon completion of the academy, the officer shall revert to the regular starting rate of pay, until the completion of his/her first year.

(f) Annual increments for Police Officers shall be given on the anniversary date of the Employee's date of appointment.

(g) All wages shall be paid biweekly by check or checks by noontime on Thursday by delivery to the Command, except when Thursday occurs on a legal holiday, in which case such payment shall be made on the previous business day.

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

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

(j) Assignment Pay shall be paid to all members assigned to the Emergency Service Unit, Aviation Unit and the Marine Bureau Dive Team in the amount of one hundred seventy-five dollars ($175.00) per month. Effective February 1, 1996 this rate shall increase to $185.00 per month; effective January 1, 1997 this rate shall increase to $219.00 per month; effective January 1, 1998 this rate shall increase to $228.00 per month; effective April 1, 1999 this rate shall increase to $237.00 per month.

SECTION 5. HOURLY AND DAILY RATE OF PAY

(a) Holiday pay and overtime shall be calculated based upon a 232 day duty chart.

SECTION 6. LONGEVITY

(a) An Employee shall receive longevity pay at the rate of One Hundred Fifty ($150.00) per year for each full year of completed service, payout not to commence until the sixth (6th) year at a rate of Nine Hundred Dollars ($900.00). Effective January 1, 1997, the rate shall increase to $175.00 per year. Effective January 1, 1998 the rate shall be increased to $200.00 per year. Such longevity amounts shall 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.

(b) For purposes of longevity, service must continuous except that leave of absence or resignations (if reinstatement is made within one (1) year) will not constitute a "break" in service, but if the leave of absence is for more than one (1) year, no credit will be given for the time on leave except for a military leave of absence. Suspensions shall not be deemed a break in service.

(c1) For purposes of longevity, "service" shall mean service in the Suffolk County Police Department, except that Employees who have transferred into the Employer and who have received credit for any prior service for the purpose of seniority, shall likewise be credited with such service for the purpose of determining entitlement to longevity pay.

(c2) For the purpose of calculating longevity, Suffolk County Police Officers shall 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 shall have completed such service and shall be entitled to longevity pay when terminated from service during the said year by reason of death or retirement. Employees terminated for other reasons shall 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 twelve (12) years of service is July 1, and who retires on March 1, shall have his full longevity check to which he is entitled upon the completion of twelve (12) years of service, paid to him as of the date of retirement. For example: an Employee whose date of completion of twelve (12) years of service is September 1, and who resigns on July 1, shall have his longevity check to which he is entitled, upon the completion of eleven (11) years of service, paid to him as of the date of his resignation.

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

SECTION 7. BENEFIT FUND

(a) A benefit fund having an equal number of Association-designated and County-designated Trustees will be continued for the Suffolk County Police Benevolent Association, and the contributions to the benefit fund by the County shall be Twelve Hundred Dollars ($1,200.00) per Employee for the calendar year 1996. Effective February 1, 1996 contributions to the benefit fund shall be One Thousand Two Hundred Sixty Six ($1,266)

per employee for the calendar year. Effective January 1, 1997, contributions to the benefit fund shall be increased to Thirteen Hundred Seventeen Dollars ($1,317) per employee for the calendar year. Effective January 1, 1998, contributions to the benefit fund shall be increased to Thirteen Hundred Seventy Dollars ($1,370) per employee for the calendar year. Effective April 1, 1999, contributions to the benefit fund shall be increased to One Thousand Four Hundred Twenty-Five ($1,425) Dollars for the calendar year. The contributions to this fund shall be used for the purpose of providing welfare benefits as determined by the trustees of the fund.

Payments to the Benefit Fund by the County of Suffolk will be made in advance on a bimonthly basis. It is understood that the amount of such prepayment shall be based on the number of Employees on the last payroll preceding such prepayment. It is further understood that there shall be a reconciliation at the conclusion of each two (2) month period whereby additional payments shall be made on a daily basis for Employees added to the payroll during the two (2) month period, but after the payment date and whereby deductions on a daily basis shall be made for Employees who are terminated during the two (2) month period, but after the payment date.

(b) Education Allowance: The County shall pay $200,000 to the P.B.A., for educational benefits for unit members. Effective February 1, 1996 the annual contribution will be increased to $211,000. Effective January 1, 1997 the annual contribution will be increased to $219,440. Effective January 1, 1998 the annual contribution will be increased to $228,218. Effective February 1, 1999 the annual contribution will be increased to $237,347. The PBA Benefit Fund shall administer the allocation of these funds. Unused funds will be rolled over from year to year.

(c) Benefit Fund-Retirees: Effective January 1, 1997, the County shall 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 or her twentieth year of service.

SECTION 8. DEFERRED COMPENSATION ANNUITY

The County has consensually granted to the Association (as a non-monetary Item) a Deferred Compensation Annuity Program for all its members. The County of Suffolk agrees to continue offering the Deferred Compensation Program, as well as an oversight panel. The PBA shall have a representative on the oversight panel. The panel will serve as an oversight committee to make recommendations to the County Executive for his 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 mutually agreed to by the parties.

SECTION 9. HOSPITALIZATION AND SURGICAL INSURANCE

(a) The Employer shall 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 under the existing Memorandum of Agreement dated October 31, 1997, then the County shall provide benefits pursuant to the Empire Plan or successor benefits and HMO Options. The Employer shall continue to pay One Hundred (100%) Percent of the cost of a plan for the Employees herein. The employee shall be entitled to a choice of a plan as set forth above. This shall include single, husband and wife and family coverage.

(b) An Employee covered by his/her spouse under a health insurance plan may opt to receive a cash payment in lieu of County health coverage. This cash payment shall be one-half of the sum which the County would otherwise have been obligated to pay on the employee's behalf for insurance premiums. Employees shall have the option of returning to coverage at any time subject to rules and regulations as implemented. Effective October 11, 1996, employees participating in the parties' health insurance buy-back program shall continue to be eligible to participate in that program. Employees not participating in the parties' health insurance buy-back program as of October 11, 1996, shall no longer be eligible to participate in that program. Should the County return to other than a self-insured health insurance plan, all employees shall be eligible to participate in the health insurance buy-back program.

(c) If an active Employee with at least one (1) year of service deceases, his immediate family at the time of his demise shall continue to receive hospitalization insurance at the County's expense until the spouse remarries and children reach the age of nineteen (19), if not going to college or twenty-five (25) if going to college, unless this child is retarded or physically handicapped, in which case there shall be no maximum age limit. The death does not have to be in the line of duty.

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

SECTION 10. RETIREMENT AND LEGISLATIVE BENEFITS

(a) All the rights and benefits to which each Employee is now entitled to, 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, shall continue in full force during the term of this Agreement and the County of Suffolk shall not during such term make application to the Legislature of the State of New York for any reduction or other diminution of such 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 such legislation may affect the working conditions, benefits or retirement rights of the Employees.

(c) A retired Employee of the Suffolk County Police Department, upon due registration with the Department, shall 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 Officer has been charged with allegations of serious misconduct, the Officer may be denied a gun permit subject to an expedited grievance arbitration on the reasonableness of the denial. Retirees entitled to a permit under 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 investigated or was involved in prior to the termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate with the same compensation as given to the Employees in the rank he held immediately prior to his termination.

SECTION 11. NIGHT DIFFERENTIAL

If an Employee works a steady night tour, night differential compensation shall be nine and one quarter (9 1/4) of the pay of a top step Police Officer. Effective January 1, 1997, this rate shall be ten (10) percent. If an employee works one-half (1/2) of his tours at night, night differential compensation shall be five (5) percent of the pay of a top step Police Officer. Employees assigned to a ten (10) hour extraordinary night

($10.00). 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, shall be entitled to a subpoena fee of Fifteen Dollars ($15.00). The County, however, shall not be responsible for payment if the subpoenaing attorney fails to provide the aforementioned amounts.

SECTION 14. MILEAGE ALLOWANCE, TRAVEL PAY AND 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 duties, other than in civil cases as provided for in Section 13, he shall be paid a mileage allowance from his residence to such court, agency or regular duty, and return at the rate of thirty-one ($.31) cents per mile and he shall not be required to use a County vehicle. In other cases, whenever an Employee uses his private vehicle, when on his regular tour of duty or when leaving the County on duty, whether or not on a regularly scheduled tour of duty, he shall be paid the same mileage allowance. In the event any other County negotiating unit receives an increase above thirty-one ($.31) cents per mile, the rate herein shall be increased to such amount.

(b1) When the Employee is assigned to appear at court, governmental agency or regular duty located in the City of New York, he shall be given four (4) hours travel pay at straight time rate, two (2) 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 shall be given two (2) hours travel pay at straight time rate, one (1) hour each way. It is understood that travel time shall not be payable for time spent traveling during the Employee's tour of duty.

(b2) i. 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 such travel occurs other than in his/her regular tour of duty. It shall be in the sole discretion of the department to choose the option to pay the employee in straight time or compensatory time.

ii. 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.

iii. For the purpose of travel time as specified in No. i and ii above, the employer shall have the right to

choose the method of transportation, which shall be the time allocated for travel.

(c) When Police Officers assigned to the steady ten (10) hour night schedule are ordered as part of their County responsibilities to remain out of the County overnight and are required to testify in accordance with Section 14(b) above, such officer will be compensated in accordance with Section 14(b) and will be paid in accordance with Section 20(f) (2) and all other applicable provisions of Section 20.

(d) An officer 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, shall be issued an advance against such expense.

(e) Whenever it shall be necessary for an Employee to be sent out of state concerning either an investigation or an extradition proceeding, the officer assigned to that case shall be given the first opportunity to leave the jurisdiction on that matter. Another Employee of the squad may be assigned to such duty if the Employee assigned to the case in question is on vacation, his normal day off, sick leave, or utilizing compensatory time. In the foregoing cases, all reasonable efforts shall be made by the County to contact the Employee before assigning another Employee. During extradition proceedings, eight (8) hours pay per day straight time will be afforded. During out-of-state investigations, overtime will be paid for time actually worked in excess of eight (8) hours per day.

SECTION 15. TERMINATION ENTITLEMENT

Upon termination, an Employee shall 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 shall be as set forth in Section 22 of this Agreement.

Effective January 1, 1998 County Police Officers retiring between January 1 and June 30 shall receive fifty percent (50%) of their annual sick leave, vacation leave and personal leave for that year, and officers retiring between July 1 and December 31 shall receive one hundred percent (100%) of their annual sick leave, vacation leave and personal leave for that year.

SECTION 16. DEATH AND INJURY BENEFITS

(a) In the event of the death of an Employee, his designated beneficiary shall 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, one half (1/2) unused accrued sick leave in accordance with Section 22 (h) and other like compensation.

(b) The named beneficiary of an Employee suffering death in the line of duty shall be paid a sum of money equal to one (1) year's salary plus Five Thousand Dollars ($5,000.00) for each minor child in school up to age twenty-five (25) and for each retarded or physically handicapped child, or to dependent parents if designated, in accordance with Section 208-c of the General Municipal Law of the State of New York. In addition, the family of such Employee suffering death in the line of duty shall be entitled to receive up to the sum of Two Thousand Dollars ($2,000.00) for funeral expenses, including burial plot. The County shall provide all hospitalization, Benefit Fund, insurance and other benefits provided Employees for the use of the widow (or widower) until she/he 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 twenty-five (25), and for each retarded or physically handicapped child. In addition, the widow and/or children of the deceased officer shall receive all earned but deferred benefits specified in Section 15, including unused accrued sick leave.

(c) An Employee shall have three (3) working days in which to report an injury suffered while on duty.

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

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

SECTION 17. INJURY DETERMINATION

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

(b) The County hereby agrees that when an Employee receives a favorable Workers' Compensation decision that 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 shall preclude the County from appealing the Hearing Officer's determination within the time constraints stated in subparagraphs (1) and (2) above. If such appeal is timely taken, no payment by the County shall be paid to the Employee until the appellate process has been completed. Thereafter, the County shall abide by the Court's final determination.

SECTION 18. COMPENSATION INCLUDED IN RETIREMENT ALLOWANCE

Any money received as compensation in accordance with this Agreement shall 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 and C shall 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 shall not be construed to constitute a promotion.

SECTION 19. WORK SCHEDULES AND CONDITIONS

(a) All Police Officers employed by the Suffolk County Police Department shall, effective January 1, 1993 be assigned to either: a rotating two (2) tour schedule of eight (8) hour day and evening shifts as set forth in sub-paragraph (1) below; a work schedule of steady ten (10) hour night shifts as set forth in sub-paragraph (2) below; a schedule of fixed shifts as set forth in sub-paragraph (3) below; or other authorized duty charts as set forth in Section B.

It is intended that all charts that encompass police coverage seven (7) days per week as of the date of execution of this agreement shall be manned by a core schedule as set forth in Sections (1) and (2) below. The work schedule set forth in Section (3) below is intended to be used as both a supplementary chart in conjunction with Sections (1) and (2) or as the exclusive chart to provide the manning in other commands.

(1) Rotating Two Tour Schedule: Assigned officers shall work: five (5) consecutive eight (8) hour day shifts followed by seventy two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by eight (80) hours off; five (5) consecutive eight (8) hour day shifts followed by seventy two (72) hours off; and four (4) consecutive

eight (8) hour evening shifts followed by one hundred four (104) hours off; or five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by one hundred four (104) hours off; four (4) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; and five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off. Or, effective January 1, 1997, five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; four (4) consecutive eight hour day shifts followed by ninety-six (96) hours off; and five (5) consecutive eight (8) hour evening shifts followed by eighty (80) hours off; or five (5) consecutive eight (8) hour day shifts followed by seventy-two (72) hours off; and five (5) consecutive eight hour evening shifts followed by eighty (80) hours off. Vacation selections shall be made in accordance with past practice.

(a) Semi-annually, each employee assigned pursuant to subsection (1) shall have one (1) one hundred four (104) hour swing period reduced to eight (80) hours as per the attached work schedule.

(2) Steady Ten (10) Hour Night Schedule: Assigned officers shall work: four (4) consecutive ten (10) hour night shifts followed by one hundred ten (110) hours off.

(a) The ten (10) hour night shift shall be scheduled to end at the time that the day shift is scheduled to commence.

(b) Leave accruals, deduction, and forfeitures shall be computed on an hour for hour basis. i.e., a leave "day" granted under the Collective Bargaining Agreement is computed as eight (8) hours, however, a member working this ten (10) hour schedule who elects to take a vacation day shall have 1.25 "days" (10 hours) deducted from existing accruals.

(c) Death leave shall remain as defined in Section 27 of the Collective Bargaining Agreement without an hour for hour computation.

(d) Family sick leave as defined in Section 22(G) of the Collective Bargaining Agreement shall be computed on an hour for hour basis. For example, members may use up to fifty (50) hours of family sick leave, or five (5) tours, but will be assessed 6.25 days sick leave from their accruals.

(e) One (1) meal break of seventy-five (75) minutes shall be granted.

(f) The regularly scheduled tour date shall be the date upon which the member works the majority of his scheduled hours.

(g) Court overtime shall utilize the recall provision contained in Section 21 of the Collective Bargaining Agreement in lieu of the change of tour provision of Section 20(F) (2) through 12/31/93 thereafter the parties shall meet to negotiate a successor clause. If no agreement is reached then the provision reverts back to the original contract language.

(h) Overtime compensation shall commence upon the completion of the entire scheduled ten (10) hour tour (and not eight (8) hours).

(i) The Veteran's Day benefit in Section 24(C) of the Collective Bargaining Agreement shall remain as defined therein without an hour for hour computation.

(j) Promotion benefits defined in Section 38 of the Collective Bargaining Agreement shall remain unchanged. Additionally, eligible members scheduled to work any morning hours on the day of a Promotion Examination they are scheduled to take will be excused from duty at 0001 hours on the day of the examination.

(k) The extra day off benefit contained in Section 34(C) of the Collective Bargaining Agreement shall be applicable to members of the Board of Governors. Effective 1/1/94 such time will be subject to the bank of days awarded in Interest Arbitration. Certified delegates shall be initially excused from duty to attend open union meetings of the P.B.A.. and shall defer from reporting for duty until 2400 hours.

(l) Officers assigned to the ten (10) hour night schedule shall be required to work one (1) additional tour of duty during each four (4) month interval for a total of three (3) additional ten (10) hour tours per year. The extra tri-annual tours shall be pre-scheduled on thirty (30) days prior notice to the employee. Said pre-scheduled tours shall not be contiguous to an employee's vacation block.

3. Fixed Tours: Officers may be assigned to work a schedule of fixed tours provided said officers are assigned to a separate command and that no more than one (1) fixed tour of five (5) eight (8) hour days worked

followed by two (2) days off is worked by the officers assigned to that command. The department shall have the flexibility to vary starting times for personnel assigned to the one (1) fixed shift by up to two (2) hours. (i.e. if six (6) officers are intended to be assigned the 6:00 p.m. to 2:00 a.m. shift the department may, as an alternative assign two (2) officers each to the 6:00 p.m. to 2:00 a.m., 7:00 p.m. to 3:00 a.m. and the 8:00 p.m. to 4:00 a.m. shifts).

B. The following additional duty charts are authorized for the specifically designated units/commands/assignments as set forth below:

1. Highway Patrol, Stop D.W.I. Program: Officers so assigned shall work a scheduled designated as Chart P.D.C.S. 7001(b) (16) annexed hereto in Appendix "E".

2. Firearms Unit: Officers so assigned shall work a schedule designated as Chart P.D.C.S. 7006(a) 13 annexed hereto in Appendix "E".

3. Canine Unit: Officers so assigned shall work a schedule designated as Chart P.D.C.S. 7001.

4. Applicant Investigations Unit: Officers so assigned shall work a schedule designated as Chart P.D.C.S. 7005(a) 8.

5. Scofflaw Unit: Officers so assigned shall work a schedule designated as Chart P.D.C.S. 7006(a)5.

6. Aviation Unit: Effective June 1, 1997 Officers so assigned shall work a schedule designated as Chart P.D.C.S. 7022.

7. Miscellaneous Assignments: The following Assignments: Employees assigned to Aviation; the Trainer in emergency service; Employees in Headquarters Security; and Communication Bureau tape reproduction officers shall work a schedule of rotating tours one (1) week of days and then one (1) week of nights, five (5) days on followed by two (2) days off having a seventy-two (72) and (56) hour swing respectively. In addition, the department may request additional assignments to be scheduled as set forth above which authorization shall not be unreasonably denied.

8. Special Duty Charts: The Police Commissioner may establish a Special Duty Chart in each command under the following conditions:

(a) Volunteers must be requested forty-five (45) days prior to the scheduled implementations of any special duty assignment, provided that in the event a sufficient number of officers volunteer for the particular assignment, they may be assigned as soon as practicable without regard to the notice period.

(b) Officers may be ordered to the assignment if there are insufficient volunteers within the first fifteen (15) days.

(c) Officers ordered to such assignments shall be selected on a seniority basis in reverse seniority order, except where the Commissioner makes a specific finding that the individual is not qualified for the specific assignment. No more than one (1) ordered assignment per officer may be made in any calendar year. Volunteers for such assignments shall not be counted in the one time per year limit.

(d) The assignment must remain in effect for at least thirty (30) days.b

(e) Special Duty Assignments/Charts may be utilized in situations such as, but not limited to, holiday patrol, summer beach patrol, emergency police situations, etc.

(f) Special Duty Assignments/Charts shall last for no longer than ninety (90) calendar days. However, if the need which precipitated the need for Special Duty Chart has not been resolved within the ninety (90) day period, then the Police Commissioner may extend such Assignment/Chart for an additional amount of time not to exceed ninety (90) days. If an extension of time is necessary, officers already having served their ninety (90) days may opt out of the assignment and their replacement shall be selected in accordance with paragraphs (a) through (c) above.

C. General Provisions: The following general provisions shall apply with respect to Duty Chart Working Conditions unless specifically set forth to the contrary above.

1. All employees with two (2) years of service shall be guaranteed a work schedule of two hundred thirty two (232) to two hundred thirty four (234) days per year. Employees whose schedule works them in excess of the above-stated amounts shall be compensated for the difference by the equivalent number of leave days scheduled by the department.

2a. Upon graduation from the Police Academy, each officer will work a 261 work chart for their first year of service with the department. The second year work chart of 249 days will be satisfied in the same manner described below, however, the

additional time owed will not cause the employee to surrender accruals or work in excess of 249 work day chart. If the officer is assigned to the two (2) tour rotating schedule, he/she will work 5 - 2, 5 - 3 (242-244 work chart). The balance of time owed to satisfy the 261 work schedule will be satisfied by the officer utilizing vacation, compensatory, or personal leave time on a monthly basis to satisfy the amount of time owed for that month or by working an equivalent number of hours. The time owed each month will be determined by dividing the time owed by the months remaining in the officer's anniversary year. The officer must surrender the accruals the first work day of each month or the officer will be scheduled by the department to work the equivalent number of hours in that month. In the event the officer chooses to work rather than surrender accruals, it is his/her sole option. The time owed may be accruals or time worked on a monthly basis. Once the officer has the time owed scheduled as a work day, such day must be worked unless time off is approved in accordance with the provisions of the Collective Bargaining Agreement.

2b. Upon graduation from the Academy, those officers assigned to work a steady ten (10) hour night schedule will work the schedule as specified in Section 19(A) (2) of this Agreement. In addition, the officer will be scheduled by the department to work eight additional ten (10) hour tours per year at a rate of two (2) per quarter (80) hours. These assignments will be contiguous with their normal work week. The officers will be provided with the schedule of days within thirty (30) days of their assignment to the precinct for the remainder of that anniversary year and within 30 days after their first anniversary date for the following year. The additional time owed to satisfy the 261 work schedule will be satisfied in the same manner described in Section 2a above.

3. Employees during their first year of employment shall receive fifteen (15) vacation days, thirteen (13) sick leave days, and three (3) personal leave days. During their second year of employment said employees shall receive eighteen (18) vacation days, nineteen (19) sick leave days, and four (4) personal leave days. Upon completion of two (2) years of service employees benefit time shall be increased to the current contract entitlement.

4. Officers may apply for vacancies in the various commands on a seniority basis. Vacancies shall be filled first from within the command and then from outside the command. Denial of transfer requests by the department shall not be made in an arbitrary and capricious manner.

5. Involuntary transfer of a police officer from one command to another or one schedule to another from within the command shall not be done in an arbitrary and capricious manner.

6. Vacations shall be selected on a seniority basis in weekly intervals within each squad and group (i.e. 1(a), 1(b) etc.) as per the annexed Work Schedules and pursuant to past practice.

7. Employees assigned to Detective Designated Commands shall work the Duty Chart in existence at that command.

8. Employees shall be entitled to a sixty (60) minute meal period during each eight (8) hour tour of duty. If an employee is compelled to miss his/her meal period or any portion thereof due to his/her official duties, he/she shall be entitled to straight time cash for any portion so missed.

9. There shall be a minimum of two (2) employees assigned to the operation of all salt water boats. However, when small craft advisory conditions are in effect, three (3) employees shall be assigned.

10. There shall be no automatic restrictions on when an employee may take leave days.

11. There shall be only one (1) duty chart on a command wide basis. (i.e., employees working pursuant to Section 19(A) shall only work the schedule stated. The Department has the flexibility to adjust starting times, however, should they adjust starting times on one (1) shift, the starting times on the remaining two (2) shifts must be simultaneously adjusted. The ten (10) hour night shift shall end at the time that the day shift is scheduled tof commence. Duty charts may be changed either on January 1 or thereafter once during the year after January 1 from one authorized chart to another.

SECTION 20. OVERTIME

(a) Overtime shall consist of all work in excess of eight (8) hours in any one (1) day except as set forth in Section 19 (A) 2(h) or in excess of the regularly scheduled work week.

(b) All overtime compensation, to which an Employee is entitled, shall be paid for at the rate of one and a half (1-1/2) times the Employee's hourly rate of pay, unless the Employee shall notify the Department by midnight on the last day (Sunday) of the payroll period which the overtime was worked that he desires to exercise his option to be compensated by one and a half (1-1/2) hours of compensatory time for each hour of overtime. Overtime shall be paid in the pay period following the pay period in which the overtime is accrued.

(c) Overtime for an Employee shall commence running for all work performed as of eight (8) hours or as set forth in Section 19 (A) 2(h) after the Employee is directed to report to

work. Overtime of less than fifteen (15) minutes shall not be specifically compensated. Overtime between and including fifteen (15) minutes and forty-five (45) minutes shall be credited as 30 minutes and compensated with 45 minutes of compensatory time or its equivalent in wages. Overtime between and including forty-five (45) minutes and seventy-five (75) minutes shall be credited as sixty (60) minutes, and shall be compensated with ninety (90) minutes of compensatory time or its equivalent in wages, etc.

(d) The compensatory time accumulation shall be 100 hours at straight time or 150 at overtime rate. If an Employee reduces his accumulation below the aforesaid limit, he/she may replenish it until the limit is again reached.

(e) (1) Compensatory time may be taken at a minimum of four (4) or more hours at any one time, at times to be mutually agreed between the Department and the Employee.

(2) If an Employee elects to take compensatory time in lieu of paid overtime, he shall be given an opportunity to take such compensatory time at mutually agreed times during the year in which it was earned. If such compensatory time is not taken by the end of the last full payroll period in November in the year in which it was earned, the Employee shall 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 shall be carried over to the following year.

(f) (1) Tours of duty shall not be changed to avoid the payment of overtime, nor shall 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, that tours of duty can be changed to fulfill the police necessity without the payment of overtime. Court appearances and the like shall 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 personnel affected shall be time and a half (1-1/2) for all hours of such changed tour, whether part of the regular tour or not.

For example: 1. If an Employee's regular tour is 8:00 a.m. to 4:00 p.m., and it is changed to 4:00 p.m. to 12:00 midnight, then he shall receive eight (8) hours pay at time and a half (1-1/2) rate.

2. If an Employee's regular tour is 8:00 a.m. to 4:00 p.m. and it is changed to 12:00 Noon to 8:00 p.m., then he shall receive eight (8) hours pay at time and a half (1-1/2) rate.

(3) The aforesaid provisions shall not be applicable to Employees during their training period.

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

(5) Notwithstanding the above provisions, the County shall have the right to change tours of duties for Employees without penalty, for extraordinary work. Extraordinary work shall mean special assignment to the District Attorney's Office in excess of five (5) days, crimes requiring massive and immediate investigation, and protection of VIPs.

(6) Notwithstanding the above provisions, Employees, with the approval of the Commanding Officer, shall have the right to mutually switch tours of duties without penalty to the Employer.

(7) When tours of duty are changed for the purpose of an extended court case of one (1) week or more, the Employee shall receive time and a half (1-1/2) for each day of such extended court case.

(8) If an Employee, not on a regularly scheduled tour of duty, leaves the County on police business for four (4) hours or more, actual time, he will receive a meal allowance of seven dollars and fifty cents ($7.50) if the four (4) hours are completed prior to seventeen hundred (1700) hours and twelve dollars ($12.00) if the four (4) hours completed after seventeen hundred (1700) hours. If an Employee, on a regularly scheduled tour of duty, leaves the County for three (3) hours or more with one (1) hour or more falling within the hours of twelve hundred (1200 to fourteen hundred (1400) hours, he will receive a meal allowance of seven dollars fifty cents ($7.50). If an employee, on a regularly scheduled tour of duty, leaves the County for three (3) hours or more with one (1) hour or more falling within the hours of nineteen hundred (1900) to twenty-one hundred (2100) hours, he/she will receive a meal allowance of twelve dollars ($12.00). If he is out of the County overnight, he will receive an additional meal allowance of three ($3.00) dollars. However, no meal allowance money shall be paid if the Employee is actually given a meal period before leaving the County.

(9) An Employee, who performs overtime, (either upon completion of his regular tour or on nonscheduled day),

shall be entitled to a meal allowance of twelve ($12.00) upon the completion of the first four (4) hours of overtime work, seven dollars and fifty cents ($7.50) upon the completion of the second four (4) hours of overtime work, and seven dollars and fifty cents ($7.50) upon the completion of each four (4) hours of overtime work thereafter.

(g) If an Employee performs police duties on his off duty hours, he shall be entitled to overtime compensation for time actually spent, any insurance coverage which the Employee would have had if on duty at the time, and the expenses incurred in performing such duty. Any assistance or testimony subsequently required of the Employee in civil and criminal proceedings, administrative proceedings, etc. resulting from the off duty action taken by the Employee shall be compensated pursuant to the applicable provisions of the contract. This provision shall 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 shall be compensated by the applicable overtime rate for all time so spent.

SECTION 21. RECALL, TRAVEL TIME AND STANDBY

(a) Except as set forth in Section 20(b), any Employee called in for any period of time at hours other than his regularly scheduled tour of duty, or who is recalled after having completed his tour of duty, shall receive overtime pay of not less than six (6) hours straight time. However, this provision shall not apply to work up to two (2) 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 20(b), such hours worked, directly before the regular tour shall be paid for at the overtime rate of one and one half (1-1/2) times the regular rate of pay. When an officer is called in up to two (2) hours before his regularly scheduled tour of duty, other than appearances in Court, administrative hearings or proceedings before governmental agencies, he shall continue to work or be paid for his regular tour in addition to overtime hours worked prior thereto. Call-in pay, as set forth above, shall include but shall not be limited to attendance in court or other governmental agency in connection with the performance of his duties and shall commence at the time that the member of the Department makes his appearance in Court or other governmental agency, or any other regular duty. In addition, one (1) hour travel time at overtime rate shall be given an Employee for his travel time to and from the Court, governmental agency or any other regular duty.

(b) In the event an Employee is asked to stand by for duty before or after the completion of his regular tour of duty, anytime between the hours of 1:00 a.m. and 9:00 a.m., such officer shall be paid for two (2) hours pay at straight time rate for such standby, it being understood, however, that if such officer is called out to duty, such standby pay shall not be paid, but rather, he shall be compensated in accordance with the minimum recall rate specified. If the officer is recalled during the last two (2) hours of his standby, he shall receive the standby pay in addition to the pay specified herein for such hours of recall. This provision shall not be applicable to courtroom standby, it being understood that no Employee shall be required to stand by for courtroom appearances.

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

(1) If the Court recall is canceled by notifying the Employee more than seventy-two (72) hours before the designated time, then the Employee shall receive no compensation.

(2) If the Court recall is (1) not canceled by notifying the Employees more than seventy-two (72) hours before the designated time, or at any time seventy-two (72) hours or less before the designated time, and (2) the Employee actually reports for such work, then the Employee shall be credited with a minimum of four (4) hours, at the overtime rate, as time worked or the actual time worked if four (4) hours or more. If the Employee does not so actually report for such work, he shall receive no compensation.

(3) If the Court recall is canceled by notifying the Employee seventy-two (72) hours or less before the designated time, the Employee shall immediately notify his Commanding Officer or other individual if the Commissioner of Police so designates in the Rules and Procedures of the Police Department. The Employees shall be required to report to his command for a minimum of four (4) hours of work all of which shall be within eight (8) hours after such designated time, unless he voluntarily or actually does not so report to work, in which case, he shall receive no compensation for Court recall.

(4) Notice to an Employee under this section must be sent to him personally or in writing by an Employee with the rank of Sergeant or above.

SECTION 22. SICK LEAVE

(a) Except as set forth in Section 19(C-4), each Employee shall be entitled to not less than twenty-six (26) days per year "sick time" or "sick leave". An Employee shall be credited with his full entitlement of sick leave for the calendar

year on January 1, except for the first year of service, during which time sick leave shall be prorated or in the year of retirement one-half shall be accrued January 1 and one-half shall be accrued July 1 of the calendar year.

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

(c) A physician's note shall 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 Commanding Officer or his 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 (3) working days.

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

(e) If an Employee reports to duty for four (4) hours or more and is then excused due to illness, there shall be no charge made against his accumulated sick leave. If he reports for less than four (4) hours, he shall be charged one-half (1/2) day's sick leave. An employee who utilizes the provisions of this section more than three (3) times in a calendar year (non-line-of-duty injuries) shall be docked sick time for that portion of the tour not worked. Effective October 15, 1996, an employee who reports to work and is then excused due to illness shall be docked sick time for that portion of the tour not worked, rounded off to the next half hour.

(f) An Employee shall not lose vacation time, sick leave entitlement, personal days, equipment and cleaning allowances, night differential, clothing allowance, or any other benefit to which he ordinarily would be entitled because of an on-duty injury (Code 401), no matter how long the aforementioned period extends. Such benefits may be carried over and taken upon the Employee's return to active duty or paid to him or his legal representative in the event his service is terminated for any reason. Such benefits, however, shall cease in cases of other illness.

(g) An Employee may use up to five (5) days sick leave in each calendar year in the event that his 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.

(h) Unused sick leave shall be paid for on retirement to the Employee or upon death to his designated beneficiary at the rate of one (1) day to be paid for every two (2) days accumulated, up to a total of two hundred sixty (260) days paid for five hundred twenty (520) days accumulated. Effective February 1, 1997, payment shall be paid up to a total of 300 days paid for 600 days accumulated.

SECTION 23. VACATIONS

(a) Except as set forth in Section 19(C-4), the authorized annual vacation periods granted to Employees after one (1) continuous year of police service are as follows:

(1) From one (1) to five (5) years of continuous service - twenty one (21) working days.

(2) From five (5) to ten (10) years of continuous service - twenty-seven (27) working days.

(3) From ten (10) to fifteen (15) years of continuous service - twenty-eight (28) working days.

(4) In excess of fifteen (15) years of continuous service - thirty (30) working days.

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

(c) All commands presently in existence which have squads that consist of three (3) members or less shall have their squads joined (i.e. 1 & 2, 3 & 4, etc.) for the purpose of selecting vacations. One (1) officer from two merged squads will be permitted to take his vacation, on a seniority basis, on any given date.

(d) Vacation assignment shall correspond to work assignments. Members may request individual vacation days at the sole discretion of their Commanding Officer. If a member takes

such day on a holiday, he shall forfeit any special holiday compensation.

(e) When an Employee has incurred an expense toward an assigned vacation, he shall not be recalled during such vacation unless the Department shall reimburse him for his actual provable transportation and other costs lost as a result of such recall. An Employee who is recalled from vacation, shall have the option of discontinuing his vacation, from the time of notification, or continuing it upon his return to the place where he was at the time of notification. If the Employee is called back during the first week of his vacation, and is spending his vacation away from his residence, he shall, at his option, be given back vacation for that week. An employee shall be paid both for travelling and by a day's pay for eight (8) hours or less spent in travelling, and by the applicable overtime rate for all hours spent in travelling beyond eight (8) hours a day, and for actual work performed where such 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 thereof shall not be recalled during his regularly assigned vacation period or in the event of a full or partial mobilization from his compensatory time off and personal leave days. If a vacation is nevertheless canceled, except as provided above, the Employee shall not be charged for the use of the vacation day and shall receive recall pay in accordance with Section 21 of the present 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 proper notice is given and a doctor's certificate is presented, and provided further, the doctor assigned to the medical evaluation unit, at the option of the Employer, shall examine the Employee, and provided further that the Commissioner approves the adjustment.

(h) Employees shall have the right to accrue unused annual vacation time up to a maximum of two (2) years' entitlement in addition to the present year's entitlement. Effective February 1, 1997, this maximum shall be raised to one hundred and twenty days (120) of vacation accrual. The maximum year end carry over shall be ninety (90) days.

(i) An Employee whose services are terminated for any reason except for cause, shall be entitled to vacation pay for a portion of year worked, which shall include the first year after appointment (prorated on a monthly basis).

(j) Employees who so desire may volunteer to work, if acceptable to the Department, for a period of ten (10) days

during their annual vacation. Such work will be compensated at straight time, unless an Employee works in excess of eight (8) hours (ten (10) hours where applicable) or unless an Employee works on a holiday, in which cases the applicable overtime compensation and holiday pay will be given. Such volunteers may be assigned to any normal police duties.

(k) Probationary Employees may take in advance all or part of their to-be-accrued vacations immediately upon their graduation from the Police Academy, but prior to reporting to assignment.

(l) If a holiday falls during an Employee's vacation on a day which the Employee would ordinarily be scheduled to work, that Employee shall be entitled to extend his vacation by one (1) working day, or receive one (1) day compensatory time, the choice being that of the County.

SECTION 24. HOLIDAYS

(a) Employees shall be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, 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 shall be considered the day on which it is celebrated.

(b) Employees shall 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 shall 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 (1) year next following such date if they are required to work on any such day.

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

(e) Nothing herein contained shall affect the right of the Commissioner of Police to require any Employee covered by this provision to work on any of the holidays enumerated herein.

(f) Payment shall be made for such holiday compensation on the Thursday following the first pay day in July of each year for the holidays which fall during the period from January 1st to and including Independence Day, and on the Thurs-

day following the first pay day in December of each year for the holidays which fall during the period immediately following Independence Day through December 31st.

(g) For an Employee who actually works any hours during a day observed as a holiday under this Agreement shall receive, in addition to his/her regular day's pay or overtime pay, one-half (1/2) hour of additional holiday compensation for each hour actually worked on the holiday. Employees shall 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 (twenty-four (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 such day, except in the case of Veteran's Day or Memorial Day, he/she shall receive additional holiday compensation for those hours that would have fallen within the twenty-four (24) hour holiday period as just described.

(h) Employees who deferred their December 1991 holiday pay of six (6) days and four (4) days of their July 1992 holiday pay, for a total of ten (10) days shall 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 shall receive a lump sum repayment of all deferred holiday pay to be paid at the prevailing rate of pay.

SECTION 25. PERSONAL LEAVE DAYS

(a) Except as set forth in Section 19(C-3), every Employee shall be entitled to five (5) days on which he may absent himself from duty for the purpose of taking care of and providing for his business affairs, family affairs and other personal problems which shall not, however, include absence for funerals or illness.

(b) Personal leave days shall not be prorated for portions of a year worked, but the full entitlement shall be given to an Employee who is employed at any time during the calendar year, except for the first year of employment, for which the Employee shall be entitled to one (1) day for each third of a year or part thereof.

Effective January 1, 1998 Personal Leave time shall only be prorated during the first year of employment and shall be granted January 1 of each succeeding year based at the rate of four (4) days the first January 1, and five (5) days the following January 1. For Example: An officer hired May 1, 1998 would be prorated at two (2) personal leave days upon hiring. On January 1, 1999 this officer would be credited with four (4)

personal days. Each January 1, thereafter five (5) personal days would be credited.

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

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

(e) Except as provided in Section 25(f), the County shall 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 (2) 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 shall not be charged for the use of a personal leave day and shall receive recall pay in accordance with Section 21 of the present agreement.

(f) The Department shall be entitled to deny employees personal leave days under circumstances where the Department determines that they must replace an excused Officer through overtime and were unable to secure a volunteer to work the overtime after employing every reasonable effort.

SECTION 26. MATERNITY LEAVE AND LEAVES OF ABSENCE

(a) An Employee with one (1) year or more of service shall be granted maternity leave of eighteen (18) months duration from the date of pregnancy but not longer than nine (9) months after the birth of the child and shall be returned to duty without loss of seniority and longevity provided she notifies the Department after six (6) months of leave that she intends to return. Longevity and seniority, however, shall not accrue during such leave. The doctor assigned to the medical evaluation unit, after consultation with the Employee's physician, shall determine when the Employee no longer is able to properly perform her duties. The Employee, at her sole discretion, may use sick leave, vacation, personal days, or compensatory time before being taken off the payroll. Such time shall be part of the eighteen (18) months. Upon return from such maternity leave, the Employee shall be returned to service in the same rank but not necessarily to the same assignment.

(b) A leave of absence may be granted for child care leave in accordance with Appendix C.

(c) A leave of absence up to one (1) year without pay may be granted by the Police Commissioner upon application of an

about his employment or matters relevant to his continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force, the Department shall afford an opportunity for an Employee, if he 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 such cases, interrogation may not be postponed for purposes of consultation past 10:00 a.m. of the day following the notification of interrogation. The Employee shall have the right to have his counsel and/or Association representative present to assist him during the interrogation.

SECTION 29. 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 so assessed by having compensatory time or vacation time equivalent to the amount of the fine subtracted from his accumulation, or he may earn a sufficient amount of additional compensatory time so as to satisfy the penalty. This provision shall be at the Employee's sole discretion if the penalty is five (5) days or less but with the Commissioner's consent if more than five (5) days. This provision does not prevent the Employee from choosing a suspension as under the present practice.

(b) There shall be an eighteen (18) month statute of limitations for the Department to institute disciplinary actions. The institution of charges shall be considered the serving of charges and specifications. The eighteen (18) month period shall 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, shall be made within sixty (60) days after the receipt of the minutes unless an Employee consents to a longer period. At the end of the sixty (60) day period, if no determination has been made, the charges and specifications shall be deemed dismissed.

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

(d) Subsequent to the filing of disciplinary charges in accordance with paragraph (b) hereof, the Employee may elect to proceed to arbitration in lieu of a disciplinary trial. Arbitration shall be invoked within ten (10) days after charges are served and an arbitrator selected in accordance with the provisions of Section 30 C (4) (Grievance Procedure). Should the employee elect to proceed to arbitration, such Employee shall

execute a complete waiver of any right as provided by NYS Civil Service Law Section 76, or similar law, to appeal an adverse determination.

(e) An arbitrator selected pursuant to paragraph (d) hereof, shall 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 shall constitute the award of the arbitrator. The award of the arbitrator shall be final and binding and not subject to review. The provisions of paragraph (a) hereof as they relate to satisfaction of penalty shall apply to any penalty imposed in arbitration.

(f) 1. Command Discipline where the penalty sought is to be five (5) days or less is excluded from the arbitration option. However, should an Employee opt for a Section 75 Hearing, the penalty at the completion of such hearing shall not exceed five (5) days.

2. Police Officers electing the arbitration option must be represented exclusively by the PBA or their designated counsel; they must waive Section 75 and 76 of the Civil Service Law and such waivers shall be executed at the time of exercising the arbitration option.

3. In non-discharge cases, the Commissioner may impose discipline subject to the arbitrator's decision whenever such decision has not been rendered within 120 days of the filing of said charges.

4. The parties shall 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 shall no longer be bifurcated. Issues of just punishment and past record shall be presented as the final aspect of the arbitration case.

SECTION 30. 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 shall be liberally construed for the accomplishment of this purpose.

B. BASIC STANDARDS AND PRINCIPLES

1. Every Employee shall have the right to present his grievances in accordance with the procedures prescribed hereunder, with or without a representative of his own choosing, free from interference, coercion, restraint, discrimination or reprisal. There shall be no discrimination against any member of the Police Department because such member has formed, joined or chosen to be represented by any Employee organization for the purpose of this provision. The Association shall have the right to initiate a grievance of any Employee of the Police Department and the Association shall have the right to initiate group grievances. Such group grievances shall be initiated at the second (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 or agency, to take appropriate action promptly and fairly upon the grievances of their subordinates. To this end appropriate authority shall be delegated to supervisors by heads of departments and agencies.

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

4. The Commanding Officer or each of their designated representatives shall hold conferences at appropriate times with members of the Police Department 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 thirty (30) days from the incident complained about or from the time the incident should have been known to the grievant, or the grievance shall be deemed waived.

1. First Level: The Precinct or Bureau Commander.

The Employee shall first request an interview with his Precinct or Bureau Commander. The Precinct or Bureau Commander shall, within the first three (3) business days the grievant is on duty after such request, discuss the grievance with the Employee concerned 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 Precinct or Bureau Commander shall make a determination in writing within three (3) business days after such discussion. In matters beyond the authority of the Precinct or Bureau Commander, the Commander shall advise the Employee in writing within three (3) business days after such discussion to submit his grievance in writing so that it may be taken up at the second level with the Police Commissioner. One (1) Association delegate or trustee in each command or precinct shall 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 such grievance. The handling or processing of a grievance shall include conferring with supervision.

2. Second Level: Police Commissioner

If a grievance is not satisfactorily settled at the first level, the Employee may, within ten (10) business days, request a review by the Police Commissioner. In such case, the specific nature of the grievance and the facts relating thereto shall be reduced to writing jointly or separately by the Employee and his superior. If a hearing is requested, the Police Commissioner shall conduct a hearing within five (5) business days after receipt of such 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 (3rd) level.

3. Third Level: Director of Labor Relations

If the grievance is not satisfactorily settled by the Police Commissioner, the Employees may appeal in writing to the Director of Labor Relations of the County of Suffolk within ten (10) business days of the receipt of the decision of the Police Commissioner. He shall review the entire record made to date and render his decision, with a copy to the Employee, within five (5) business days of receipt of such appeal. If the Employee is still aggrieved or if it is a group grievance, which remains unsatisfied, the Association may request in writing to the American Arbitration Association that binding arbitration be invoked to consider the matter.

4. Fourth Level: Arbitration

(a) Arbitration shall be invoked by the Association by requesting, with notice to the other party, the American Arbitration Association (AAA) to appoint an arbitrator and conduct hearings pursuant to its voluntary labor rules. Decisions of the arbitrator shall be final and binding on all parties.

D. TIME OF GRIEVANCE DISCUSSIONS AND HEARINGS

All discussions and hearings between an Employee, the supervisors, the Commissioner, the Director of Labor Relations and the Arbitration Board shall, so far as practicable, be conducted within the Employee's working hours. An Employee and his representative shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings and discussions.

E. REPRESENTATION

An Employee shall be entitled to a representative of his own choosing in the presentation and processing of a grievance in all stages, but only the Association shall have the right to invoke and utilize the arbitration procedure provided in this Agreement.

F. APPLICATION

1. The provisions of this procedure shall apply to all bargaining unit members of the Police Department of Suffolk County.

2. The provisions of this procedure shall be applicable in any Department or agency to conditions which are in whole or in part subject to the control of the head of such Department or agency, 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 shall not apply to matters which are reviewable under legal or administrative procedures established by law.

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

SECTION 31. WORKING CONDITIONS

(a) Upon request for good cause, and at reasonable intervals of time, an Employee shall be permitted to examine his official department employment personnel file, upon prior approval of the Commissioner. Reasonable intervals of time shall be deemed intervals of no less than one (1) year. An Employee on a promotion list who is passed over shall be deemed to have good cause to examine said file.

(b) There shall be only one (1) 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 shall be destroyed. The Employee, and if the Employee so consents, the PBA, shall 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 PBA's request.

(d) The Department shall notify an Employee of inclusion of any detrimental material in his personnel file since said Employee shall have last examined his file and shall permit such member to examine said material and submit a written answer which shall be attached to the file copy.

(e) Charges and specifications and all references thereto shall be removed from the personnel folder of the Employee and returned to the Employee or destroyed, at the Employee's sole option, if he is found not guilty after the administrative hearing or after proceedings are finally reversed by a court of competent jurisdiction.

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

wife or children unless specifically requested to do so by the Commissioner upon stated good cause.

Officers who were employed in security work at any time, regardless of how long, between the time they entered the Department and January 24, 1990, shall retain the right to employment in security work for the duration of their employment with the Department.

Officers who have never been employed off duty in security work since entering the Department or Officers hired on or after January 1, 1990, shall not be authorized to perform any off-duty security work.

Effective January 15, 1997, restrictions on Police Officers engaging in off duty security employment shall be deleted from the Agreement.

(g) It shall be optional for a police officer to carry his weapon when not on duty.

(h) Any Employee who carries a second gun shall 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 member 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 member is prohibited from carrying that weapon until such repairs are made and approved by the Armorer. Any repairs made to a personally owned weapon will be made at the member's expense.

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

(j) When involved in police business, whether on or off duty, an Employee shall 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 fifty ($50.00) dollars.

(k) During periods of extreme hot weather (eighty-five (85) degrees and over), personnel assigned to plainclothes duty will not be required to wear a necktie or jacket, providing that the mode of dress is neat and conceals the weapons and required equipment, except when specifically required by the nature of the assignment such as funeral details and court appearances. Employees assigned to plainclothes duties shall be entitled to wear leisure suits, turtleneck sweaters with jackets or sport jackets. Uniformed personnel shall have the option of wearing a blouse, a blouse and a jacket, or just a shirt, as directed by the Commanding Officer within each precinct.

(l) Police Officers 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 shall be entitled to receive a reply evidencing receipt of such request from the precinct or command to which he 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, shall be provided with air conditioning.

(o) Individual gun lockers shall be provided behind the six (6) precincts' desks.

(p) Cushman Motor Scooters shall not be utilized for street duty except for travelling from one location to another.

(q) 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

(r) An Employee shall not be required to notify his Command Officer of his whereabouts while on vacation except that the Police Commissioner can request an Employee's whereabouts when he deems it necessary.

(s) When justified, the Police Commissioner shall appoint a superior officer to investigate complaints of harassment or discriminatory practices by superior officers. Such appointment shall be mutually agreed upon.

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

(u) 1. The County shall not make use of the breathalyzer on Employees when investigating the on-duty activities of Employees. An Employee may not be ordered or requested to take a breathalyzer test.

2. The Department shall not administer the polygraph to Employees for any reason.

(v) There shall be no curfew on police recruits; latrine duty shall not be considered regular police duty; and police recruits shall be issued blue uniforms while assigned to regular outside police duties.

(w) Two (2) police officers in adjoining sectors may eat together if workload permits, but meals must be taken in close proximity to both sectors.

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

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

(z) Employees assigned to the scuba team shall be provided by the County with all scuba equipment and maintenance thereof so long as the total cost for all Employees so assigned does not exceed Six Thousand Dollars ($6,000.00) annually in addition to present expenditures.

SECTION 32. PHYSICAL EXAMINATIONS

(a) An Employee shall have the right, at his own expense, to have his 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 Police Department completes his record and makes his recommendation. Present practice regarding filing of medical statements and documentation shall continue.

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

(c) St. Charles Hospital shall be the new medical facility. All other issues pertaining to the neutral medical facility shall be submitted to Martin Scheinman who shall serve as mediator and arbitrator to resolve said issues.

SECTION 33. ADMINISTRATIVE IMPROVEMENTS

(a) The Employer shall recognize written authorization from individual Employees empowering the Employer to make membership dues deductions from the payroll checks of such Employees to the extent of dues which may become due to the Association.

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

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

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

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

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

SECTION 34. NEGOTIATIONS

(a) During actual negotiating sessions between representatives of the Association and the Employer for renewal,

changes, or a new collective bargaining agreement, the negotiators for the Association shall be assigned to the day shift and shall be excused from their duties in the Police Force provided such periods of negotiating are reasonable and necessary and provided the number of negotiators shall not exceed seven (7). A day spent in negotiating, regardless of the hours actually spent, shall be considered a regular tour worked.

(b) The President, First Vice-President, and three (3) other members of the Board of Governors of the Association to be specified by the Association shall be excused from their regular duties without loss of pay or benefits, including cleaning allowance and clothing allowance, to administer this Agreement and to execute the duties of their offices. All members of the PBA Board of Governors shall be entitled to night differential of 10 1/2 percent of a top step P.O. In lieu of the above, the Association shall not request additional time off for the replacement of Board Members who are on sick leave or vacation. In addition, the executive board consisting of the five (5) full-time released officers of the P.B.A. shall receive the highest supplementary wage available under the agreement.

(c) Members of the Board of Governors of the Association (maximum of eighteen (18) members) shall be assigned to the day tour, and shall be excused from duty on the day meetings are to be held, so that they are able to attend meetings of the Board of Governors and Membership Meetings, and shall not be required to perform any additional service to make up for the time spent in attendance at such meetings. Whenever practicable, members of the Board of Governors shall be excused from duty when necessary to attend committee meetings dealing with the administration of this Agreement and shall not be required to perform any additional services to make up for time spent in attendance at such meeting. If a member of the Board of Governors (maximum of eighteen (18) members) is assigned to a twelve (12) to eight (8) or a one (1) to nine (9) tour of duty and there is a Board of Governors and/or open meeting to be attended, he/she shall be entitled to have off the day of the meeting, and, at his/her sole option, if assigned to work on such days, either the day before or the day after the day of the meeting. Effective January 1, 1994, in lieu of excusal time, as set forth herein above, there shall be an annual bank of eight hundred (800) days of administrative leave, exclusive of the five (5) full-time release officers. Such administrative leave shall be granted at the discretion of the President of the P.B.A. Jointly administered Union-Management committees shall be excluded from this eight hundred (800) day bank (including but not limited to, Pre-Tax Flexible Benefits Committee, Health Insurance Benefits Committee, Uniform Committee, Deferred Compensation Committee, Labor-Management Meetings, Health and Safety Committee, Benefit Fund, and negotiation sessions with the County). When the PBA schedules Board meetings on days celebrated as holidays or when such

meeting days will incur overtime,the Board members in attendance shall not be entitled to overtime compensation. All Certified delegates of the PBA who are working the 4 - 12 shift on the evening that an open membership meeting of the PBA is scheduled, shall be excused from duty at 2000 hours to enable attendance at said meeting.

(d) Members of the Board of Governors and delegates of the Association shall not be transferred from their present squad assignments except for just cause, without the consent of the Employees involved and of the Association. This section shall apply to nominees for the above offices for the forty-five (45) day period following their nomination.

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

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

SECTION 35. EMPLOYER RIGHTS

Subject to the provisions of this Agreement, the Employer 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 which are properly or have been a part of management or a prerogative of the Police Commissioner, including but not limited to the promotion of a member of the Police Department from one (1) classification to another, the assignment of police officers and others from one (1) command to another, the delegation of a member of the Police Department to such duties, the tours of duty of such duties, and further provided that such plan, determination, direction, control or change shall not be made or intended to be made in an oppressive or discriminatory manner.

SECTION 36. POLICE CADET PROGRAM

If the Department institutes a Police Cadet Program, such employees shall be utilized exclusively in a clerical or administrative capacity in a manner which will not displace existing Police Officers working in that capacity.

SECTION 37. PAST PRACTICES

The Police Department shall not eliminate any generalized benefit that has been continuously enjoyed by all Employees for a substantial period of time without good cause.

Any such elimination shall be subject to the grievance procedure of this Agreement.

SECTION 38. PROMOTION BENEFITS

(a) Subject to the approval of the Civil Service Department, Employees shall be eligible to take an examination for promotion to Sergeant after three (3) years of service, and shall be given a full eight (8) hours off between the end of their tours and the commencement of the examination.

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

SECTION 39. INSURANCE

(a) The County shall provide insurance coverage for Employees protecting them from legal actions against them which shall 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 shall cover both compensatory and punitive damages on both the State and Federal Level. Such insurance coverage shall only be afforded to Employees acting within the scope of their authority and in the proper performance of their duty.

(b) The County shall provide comprehensive liability coverage, over and above the Employee's own coverage, which shall mean insurance for all claims by third (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 shall apply regardless of whether or not the purpose of the recall is for regular duty, court or some other governmental agency.

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

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

When outside of Nassau and Suffolk Counties written permission must be received from the Commissioner or his

designee in order for the police officer to be covered for medical payments, comprehensive liability insurance and all the protection he would enjoy if he were on his regularly scheduled tour of duty.

(e) All Employees shall be entitled to a Twenty-Five Hundred Dollar ($2,500.00) whole life insurance policy with the cash surrender value payable to the Employee upon his separation from service. Effective January 1, 1997, the premium for the existing twenty five hundred dollar ($2,500) life insurance policy for each employee currently being purchased by the County, shall be discontinued and the premium paid by the County for those policies in 1995, $84,107.00, shall be paid each year to an Association Insurance Fund to be invested on behalf of each employee.

SECTION 40. DRUG TESTING

The County can order a unit member to submit to drug testing as follows:

1. At any time for probationary officers.

2. For reasonable suspicion, i.e., the ability of a police supervisor to articulate a reason why he or she wishes to test the Police Officer for drugs.

3. Random Drug Testing pursuant to Appendix (B).

4. Results of drug tests shall be used for administrative purposes only (i.e. discipline).

SECTION 41. DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of January, 1996, and shall continue up to and including the 31st day of December, 1999.

SECTION 42. PRINTING AGREEMENT

Within three (3) weeks after execution, the County shall print the Agreement in sufficient numbers for distribution to all Employees.

IN WITNESS WHEREOF, SUFFOLK COUNTY POLICE BENEVOLENT 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 POLICE BENEVOLENT ASSOCIATION,

By: _____
Thomas E. Tohill
President

COUNTY OF SUFFOLK
INC.

By: _____
Robert J. Gaffney
County Executive

By: _____
David S. Greene
Director
Personnel & Labor Relations

APPENDIX A

1. The purpose of this Agreement is to enable the SUFFOLK COUNTY POLICE DEPARTMENT (hereinafter referred to as the DEPARTMENT) and the SUFFOLK COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter referred to as the PBA) to resolve disputed cases of illnesses or injuries (physical or mental) resulting from incidents which reportedly occurred while police officers were performing their official police duties whether on or off duty. Section 207(c) of the General Municipal Law requires a due process hearing to resolve such disputes. The parties wish to resolve these disputes in a prompt, fair and equitable manner and consequently have agreement 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 which shall 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 a police officer 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) which occurred in the performance of police duties.

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

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

3. The Department may dispute the validity of a police officer'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 said illness of injury. Said police officer 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 rules of the Public Employment Relations Board. In addition, at the request of either the Department or the PBA, such 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 said medical evaluation shall 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 shall be final and binding on the Department and the police officer with respect to the issue of causal connection.

4. In cases where a police officer 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, said police officer 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 shall be final and binding on the Department and the police officer.

5. In disputed cases where the Department believes that a police officer 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 police officer 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 shall be final and binding on the Department and police officer.

6. Upon the election of the options described in paragraphs 3, 4 and 5, the police officer 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 member and the PBA of the existence of a disputed injury or illness as described in paragraphs 3, 4, and 5, the Police Officer, or the PBA acting on his behalf, must select an option. If a Police Officer, or the PBA acting on his behalf, fails to select an option within the required time frame, the Department may proceed with a hearing as provided for under Section 207(C) of the General Municipal Law. Appointments with the medical consulting service shall be scheduled within seven (7) calendar days following the selection by the Police Officer. A Police Officer, upon written request, shall be granted a delay in the scheduling of such appointment for the purpose of securing medical reports as described in paragraph 10. The parties agree, however, that such Police Officer must submit to an examination within 28 calendar days of the date the dispute arose notwithstanding whether such records have been obtained.

7. The provisions of this Agreement shall be fully set forth and incorporated in the collective bargaining agreement currently in existence between the Department and the PBA. It is expressly agreed by all parties that any pending and future dispute as set forth in paragraph 2 above shall be resolved in accordance with the terms of this Agreement.

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

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

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

11. The Department agrees to retain all police officers subject to such medical disputes as described in paragraph 2(c) on full pay, line-of-duty injury status (401) until such date as a decision is rendered by the hearing officer, arbitrator or medical consultant. The parties agree, however, that if the

Department prevails on the issue the Police Officer shall 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 shall be effective the date of the decision.

12. The Department agrees that upon a favorable determination to the officer stemming from a dispute described in paragraphs 2(a) and 2(b), the police officer shall be credited with line-of-duty illness or injury status retroactive to the date of said illness or injury or recurrence of same.

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

14. The cost and expense of utilizing the independent medical consulting service to resolve the disputes as set forth in paragraphs (4) and (5) shall be split equally between the parties. However, the cost to the Suffolk County Police Benevolent Association, Inc., will not exceed Three Thousand Dollars ($3,000.00) in the first year and Two Thousand Dollars ($2,000.00) thereafter.

APPENDIX B

Substance Abuse Testing

In order to detect the illegal use of drugs by members of this bargaining unit, the following procedures will become effective upon the signing of this agreement:

Screening

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

Selection of Personnel

Selection of personnel 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 a union representative designated by the P.B.A. President. No fewer than thirty five (35) officers and no more than eight (80) officers on duty will be tested. If no more than eighty (80) workers are scheduled on a tour, then the Department shall have the right to test up to fifty (50%) percent of those members scheduled. The random selection of a member will not result in the member'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 he/she is unable to do so.

Testing Procedures

1. The sample collection process shall be confidential and shall be performed in accordance with standards promulgated by the National Institute of Drug Abuse (NIDA).

2. The members shall provide a urine sample for purposes of testing for illegal controlled substances. The employee shall 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 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 shall provide the employee tested with a report of a positive test.

5. During the testing process, the member shall cooperate with requests for information concerning use of medications and with such 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 privacy of the person being tested. Only one person, of the same sex as the person being tested, 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 shall have affixed a code number of the date of the collection. Both containers will be sealed in the presence of the member being tested, and will be maintained in a manner consistent with NIDA guidelines.

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

9. Drug testing will be performed by a laboratory licensed or certified by National Institute of Drug Abuse (NIDA) and the New York State Department of Health.

Chain of Custody

The chain of custody block of the drug testing custody and control form shall 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 shall always be accomplished through chain of custody procedures. Every effort shall 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 test, or quality control data), it shall be reviewed and the test certified as an accurate report by the responsible individual. The report shall 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 shall report as negative all specimens that are negative on the initial test or negative on the confirmatory test. Only specimens confirmed positive shall 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 member's personnel file.

The laboratory shall report test results to the designated Medical Review Officer (MRO) within five (5) working days after receipt of the specimen by the laboratory. The MRO, who shall 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/she shall interview the individual in question, review the individual's medical history and review other relevant biomedical 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 of the County, shall 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. The County and the Union agree that the provisions of this agreement, and its application may be considered by the parties' representatives who may recommend, if appropriate, amendments to this Appendix.

3. Separability - If any clause or provision of this Appendix or any addition thereto is decided by a court of administrative agency of competent jurisdiction to be in violation of any federal, state, or local law, the remaining clauses and provisions of this Appendix shall remain in full force and effect.

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

5. Any discipline resulting from this procedure shall be processed in accordance with the disciplinary procedures of the Collective Bargaining Agreement.

APPENDIX C

Child Care Leave

1. A child care leave shall 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 any individual and/or multiple birth in accordance with the following:

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

3. A child care leave may commence no earlier than the date of the birth of the child.

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

4. Child care leaves may be granted for a maximum of nine (9) months.

a) However, in no case will an employee be permitted a combination of maternity and child care leave which extends beyond an eighteen (18) month period.

b) Any employee who does not commence child care leave immediately upon termination of a maternity leave and/or any employee who does not commence child care leave upon the birth of the child and/or any adoptive parent employee, shall have the length of child care leave computed as follows:

Age of Child Upon Start of Leave	Maximum Permissible Child Care Leave
Birth to two 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 shall be permitted for a child one (1) 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 id not avail her/himself of a child care leave, the employee may make application to the Office of Personnel and 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 (1) year, the adoptive parent may make application to the Office of Personnel and Labor Relations for a child care leave of a four (4) week period. A minimum of four (4) weeks will be granted in the adoption of a child over one (1) year of age. Where an adoption agency necessitates more than a four (4) week leave period, the employee shall be responsible for documenting same at the Office of Personnel and Labor Relations in order to have the four (4) week leave period extended.

d. No employee shall be permitted to use any type of leave accruals during a child care leave falling within the time period for which they have been granted a child care leave.

APPENDIX D

B.U. # 1 SPEC. # 5002
SALARY CHARTS

SCHEDULE A
2/1/96 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY
0	37,891	1,457	163.32	20.42
1	39,891	1,534	171.94	21.49
2	44,137	1,698	190.25	23.78
3	46,137	1,775	198.87	24.86
4	56,780	2,184	244.74	30.59
5	59,227	2,278	255.29	31.91
6	62,815	2,416	270.75	33.84

SCHEDULE B
1/1/97 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY
0	40,404	1,554	174.16	21.77
1	42,404	1,631	182.78	22.85
2	46,650	1,794	201.08	25.13
3	48,650	1,871	209.70	26.21
4	59,293	2,281	255.57	31.95
5	61,740	2,375	266.12	33.27
6	65,328	2,513	281.59	35.20

B.U. # 1 SPEC. #5002
SALARY CHARTS

SCHEDULE C
1/1/98 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY
0	$43,017	$1,655	$185.42	$23.18
1	$45,017	$1,731	$194.04	$24.26
2	$49,263	$1,895	$212.34	$26.54
3	$51,263	$1,972	$220.96	$27.62
4	$61,906	$2,381	$266.84	$33.36
5	$64,353	$2,475	$277.38	$34.67
6	$67,941	$2,613	$292.85	$36.61

SCHEDULE D
4/1/99 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY
0	$45,735	$1,759	$197.13	$24.64
1	$47,735	$1,836	$205.75	$26.72
2	$51,981	$1,999	$224.06	$28.01
3	$53,981	$2,076	$232.68	$29.09
4	$64,624	$2,486	$278.55	$34.82
5	$67,071	$2,580	$289.10	$36.14
6	$70,659	$2,718	$304.56	$38.07

820356
Suffolk County -- PBA

AWARD OF THE PANEL

1. Wages, Benefit Fund Contribution, Education Allowance and Canine Pay:

Wages, Benefit Fund contribution, Education Allowance and Canine Pay shall be increased as follows:

(a)	Effective 1/1/2000	4.6%
(b)	Effective 1/1/2001	4.75%
(c)	Effective 1/1/2002	4.5%
(d)	Effective 1/1/2003	4.5%

In accordance with past practice, wage increases for each step shall be calculated based on the top step police officer's dollar increase.

2. Longevity:

Longevity shall be increased as follows:

9/1/00

(a) Effective 1/1/2000, longevity payments shall be increased by fifty ($50.00) dollars per year.

(b) Effective 1/1/2001, longevity payments shall be increased by an additional fifty ($50.00) per year.

3. Night Differential:

Effective 1/1/2000 night differential shall be increased as follows:

(a) Steady night differential shall be increased to twelve (12%) percent of base pay.

(b) Two (2) tour night differential shall be increased to seven and a half (7.5%) percent of base pay.

1,900 police men

4 pages

X - 12/31/2003

4+64=68

4. Assignment Pay:

Effective 1/1/2000 assignment pay shall be increased to four and one-half (4.5%) percent of base pay.

5. Clothing Allowance:

Clothing allowance shall be increased by twenty-five ($25.00) dollars in each year of this Award.

6. Cleaning Allowance:

Cleaning allowance shall be increased by seventy-five ($75.00) dollars in each year of this Award.

7. Starting Wages:

Effective July 1, 2000 starting wages for employees hired after that date shall be reduced ten thousand ($10,000) below the January 1, 2000 start rate.

8. Drug and Alcohol Testing:

The title and substance of Section 40 ("Drug Testing") and Appendix B ("Substance Abuse Testing") of the parties' collective bargaining agreement should be amended to add the words, "and alcohol" after every appearance of the words, "drug" or "drugs." Appendix B's references to NIDA should also be modified to reflect NIDA's replacement by SAMHSA. The parties shall meet after execution of this Award to develop procedures to carry out the intent of this paragraph. I specifically retain jurisdiction to resolve disputes concerning this paragraph if they fail to agree within 180 days.

9. Re-opener:

This Award and any agreement incorporating its terms ~~is~~ are subject to being reopened for negotiation/arbitration if the Suffolk County Superior Officers Association, Suffolk Detectives Association, or Suffolk County Detective Investigators bargaining units attain any economic improvements not incorporated herein. I specifically retain jurisdiction to resolve disputes relating to this provision.

Dated: July 19, 2000
West Orange, New Jersey

JOHN E. SANDS
Public Member and Panel Chair

I concur with / dissent from the above Award.

Dated: July , 2000
Hauppauge, New York

RONALD J. DAVIS
PBA Appointed Arbitrator

I concur with / dissent from the above Award.

Dated: July , 2000
Hauppauge, New York

DAVID S. GREENE
County Appointed Arbitrator

B.U. #1 SPEC. #5002
SALARY CHARTS

SCHEDULE A
1/1/00 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY	DOCKING HOURLY
0	$38,985	$1,499	$168.04	$21.01	$18.74
1	40,985	1,576	176.66	22.08	19.70
2	55,231	2,124	238.06	29.76	26.55
3	57,231	2,201	246.69	30.84	27.51
4	67,874	2,611	292.56	36.57	32.64
5	70,321	2,705	303.11	37.89	33.81
6	73,909	2,843	318.57	39.82	35.54

SCHEDULE B
1/1/01 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY	DOCKING HOURLY
0	$42,496	$1,634	$183.17	$22.90	$20.43
1	44,496	1,711	191.79	23.97	21.39
2	58,742	2,259	253.20	31.65	28.24
3	60,742	2,336	261.82	32.73	29.20
4	71,385	2,746	307.69	38.46	34.33
5	73,832	2,840	318.24	39.78	35.50
6	77,420	2,978	333.71	41.71	37.23

B.U. #1 SPEC. #5002
SALARY CHARTS

SCHEDULE C
1/1/02 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY	DOCKING HOURLY
0	$45,980	$1,768	$198.19	$24.77	$22.10
1	47,980	1,845	206.81	25.85	23.06
2	62,226	2,393	268.22	33.53	29.91
3	64,226	2,470	276.84	34.61	30.88
4	74,869	2,880	322.71	40.34	36.00
5	77,316	2,974	333.26	41.66	37.18
6	80,904	3,112	348.72	43.59	38.90

SCHEDULE D
1/1/03 WAGE RATES

STEPS	ANNUAL	BI-WEEKLY	DAILY	HOURLY	DOCKING HOURLY
0	$49,621	$1,909	$213.88	$26.74	$23.86
1	51,621	1,985	222.50	27.81	24.81
2	65,867	2,533	283.91	35.49	31.66
3	67,867	2,610	292.53	36.57	32.63
4	78,510	3,020	338.41	42.30	37.75
5	80,957	3,114	348.95	43.62	38.93
6	84,545	3,252	364.42	45.55	40.65

RED/ah
Revised 8/21/00