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Union: **Southampton Village Police Benevolent Association (PBA)**

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Southampton, Village Of And
Southampton Village Pba

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AGREEMENT BETWEEN

VILLAGE OF SOUTHAMPTON

AND

SOUTHAMPTON VILLAGE
POLICE BENEVOLENT
ASSOCIATION, INC.

RECEIVED

OCT 10 2000

June 1, 1997 through May 31, 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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AGREEMENT made and entered into this ^{20TH} day of ~~May~~ ^{SEPTEMBER}, 2000, by and between the VILLAGE OF SOUTHAMPTON, an incorporated Village and a political subdivision of the State of New York, having its principal place of business in the Village of Southampton, County of Suffolk and State of New York (hereinafter referred to as the "Employer"), and SOUTHAMPTON VILLAGE POLICE BENEVOLENT ASSOCIATION, INC., an incorporated association, having its principal place of business in the Village of Southampton, County of Suffolk, State of New York (hereinafter referred to as the "Association");

WITNESSETH:

WHEREAS, the parties hereto desire to make and arrange the terms and conditions under which the members of the Southampton Village Police Department shall work and perform their duties; and

WHEREAS, the Southampton Village Police Benevolent Association is recognized as the bargaining representative by the Village of Southampton for all members of such Association, consisting of all full-time police officers of the Southampton Village Police Department, except the Chief of Police; and

WHEREAS, the parties desire to enter into a collective bargaining agreement (hereinafter referred to as "this Agreement"), setting forth the amount of wages to be paid to such employees of said Department and the conditions and terms of their employment;

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

ARTICLE I - SCOPE

SECTION 1. This shall encompass the rate of wages and the conditions of employment of all full-time police officers of the Southampton Village Police Department from June 1, 1997 to May 31, 2001.

SECTION 2. The Association represents that it has authority to negotiate, bargain and agree for and on behalf of its members who are all of such police officers that it and each of them will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed.

SECTION 3. The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all police officers except the Chief employed full-time in the Southampton Village Police Department.

ARTICLE II - COMPENSATION

SECTION 1.

- a. Effective June 1, 1997, wages for all bargaining unit titles shall be increased by 4.0%.
- b. Effective June 1, 1998, wages for all bargaining unit titles shall be increased by 4.0%.
- c. Effective June 1, 1999, wages for all bargaining unit titles shall be increased by 4.10%.
- d. Effective June 1, 2000, wages for all bargaining unit titles shall be increased by 4.25%.

The annual rate of salary for the period of this Agreement beginning June 1, 1997, to May 31, 2001 for all members of the Southampton Village Police Department covered by this Agreement

shall be set forth in "Schedule A" annexed hereto and made a part hereof, with the same force and effect as if herein set forth at length.

SECTION 2. Each employee shall receive in one lump sum on the last payday in November, a cleaning allowance of \$675. Effective June 1, 2000, the cleaning allowance shall be increased to \$725. The detectives' cleaning allowance shall be \$675. Effective June 1, 2000, the detectives' cleaning allowance shall be increased to \$725.

ARTICLE III - OVERTIME, ETC.

SECTION 1. Whenever a member of the Southampton Village Police Department covered by this Agreement shall work for more than eight (8) continuous hours in any daily tour of duty, then and in that event he shall be paid for any overtime at a wage rate of one and one-half times the regular hourly rate of pay shall be computed by dividing the annual salary of each employee by 1920 (1920 representing the base hours worked by each employee per year). Also such payment of overtime is to be made within two weeks after each instance of overtime work.

SECTION 2. Any employee recalled to duty during his or her off-duty time shall receive a minimum of four (4) hours recall pay at the overtime rate of each instance of such recall to duty.

SECTION 3. Whenever a member of the Department covered by this Agreement is subpoenaed in a civil action in connection with matters concerning the business of the Employer, all fees provided by law for his or her attendance as a witness shall be paid to such member.

SECTION 4. Whenever a member of the Department covered by this Agreement is required to attend a court, training, or other governmental agency, in connection with the performance of his duties, he or she shall either be transported in a vehicle provided by the Department, or in the event

no public vehicle is available for such transportation, then and in that event such member shall be allowed travel expense for the use of other transportation at the rate of thirty cents per mile computed from the Village Office in the Village of Southampton. In the event that such attendance is required during off-duty time, then such member shall receive compensation of four hours (minimum compensation).

SECTION 5. Whenever a member of the Department is required to work "overtime" on a day off or during a vacation period, he shall be compensated at a rate of pay equal to one and one half times his or her regular hourly wage rate as heretofore defined, or at his or her election and with the approval of the Chief of Police or Officer-In-Charge, may receive compensatory time off.

SECTION 6. All police officers who work the 4 to 12 and/or the 12 to 8 shift will be paid an additional annual amount (night differential) paid on the last pay day in November as follows:

- a. 4 p.m. to midnight shift 2 & $\frac{3}{4}$ % of base salary
- b. midnight to 8 a.m. shift 2 & $\frac{3}{4}$ % of base salary

Effective December 1, 1999:

a. Payment for evening shift differential and/or night shift differential shall be made on or about the first pay period in December of each year for the period June 1 - November 30; and on or about the first pay period in June of each year for the period December 1 - May 31.

b. To qualify for evening shift differential and/or night shift differential, a bargaining unit member must be either at work, on vacation, personal leave or compensation leave or on holiday leave for at least three full blocks within a quarter, based upon the bargaining unit member's regular schedule. A "block" is defined as "five days" for those working a five day schedule and "four days" for those working a four day schedule.

SECTION 6A. Designated Duty Pay - Police Officers designated by the Chief of Police to perform unique assignments which deviate from the normal duty chart for their positions will receive designated duty pay which will be calculated on a quarterly (four times per year) basis. This designated duty pay shall be calculated at an annual percentage rate equal to the amount of night differential percentage the Officer was receiving immediately prior to the Chief's designation (2.75% or 5.5%). Officers who receive night differential shall not be eligible for special duty pay.

SECTION 7. All employees required to be on standby/on call during off duty hours shall be compensated at the rate of one and one-half hours pay at the prevailing hourly rate for every eight hours on standby/on call or any part thereof. In the event an officer is called to duty while on standby/on call, said officer will not receive standby/on call pay, but shall receive minimum recall pay.

EXAMPLE 1. Officer A is put on standby/on call from midnight to 8 a.m. Officer A shall receive one and one-half hours pay at the prevailing rate.

EXAMPLE 2. Officer B is put on standby/on call from midnight to 8 a.m. Officer B is called to duty at 4 a.m. Officer B receives minimum recall pay only, NOT standby/on call pay.

EXAMPLE 3. Officer C is put on standby/on call from midnight to 8 a.m. Officer C is called to duty at 10 a.m. Officer C shall receive standby/on call pay. Officer C shall also receive minimum recall pay.

SECTION 8. Effective June 1, 1987, employees shall be compensated for college credits earned, as follows:

- | | | |
|----|----------------|----------------|
| a. | For 60 credits | \$250 per year |
| b. | For 90 credits | \$350 per year |

If matriculated in a criminal justice curriculum, the employee shall receive compensation for

all credits.

If the employee is matriculated in a non-criminal justice curriculum, then the employee shall receive compensation for applicable credits in criminal justice related fields of study.

Employees applying for compensation under the terms of this section must furnish a copy of their transcript, and when applying for consideration of credits in non-criminal justice related fields, must also submit a course syllabus.

Any employee hired since 01/01/86 must complete four (4) years of service before being eligible for college incentive pay. College incentive pay shall be paid with the cleaning and night differential payments.

SECTION 9. The uniform allowance for Detectives and plain clothes officers shall be \$850 per year.

ARTICLE IV - INSURANCE, RETIREMENT, ETC.

SECTION 1. The Employer shall provide full time employees covered by this Agreement medical, surgical and hospital coverage under the New York State Health Insurance Program ("Empire"). The version of the Empire Plan provided by the Village must be the version which is most comparable to the self-insured plan in existence as of the date of execution of the memorandum of agreement. The Village may only exercise its right to change health insurance plans once per contract term.

Dental coverage shall continue in its present form.

SECTION 2. The Employer shall continue the existing New York State Employees' Retirement System plans in existing form.

SECTION 2a. Optical Plan - The parties agree that the Employer shall institute a self-insured optical plan. Each employee will be entitled to seventy-five (75) dollars in the aggregate per year for him or herself and members of his or her family upon submission of bills.

SECTION 3. The employer has adopted a resolution extending the benefits of Section 375-I of the Retirement and Social Security Law to police officers who are eligible therefore, subject to the following provisions which are specifically made conditions of the adoption of this provision:

a. When a member of the Department elects the benefits of Section 375-I such act shall constitute an agreement and be conditional upon the requirement that such police officer will retire.

b. A member who desires to elect to receive the benefits of the provisions of Section 375-I must exercise such election within three months after. If such election is not made within the forgoing time limitation, then the member shall not have the right to elect the benefits of Section 375-I and shall not so elect.

SECTION 4. Any accrued vacation time, compensatory time, personal time, and accumulated sick time still due to a police officer retiring from the police force under a state retirement plan shall be paid to the retiree on a straight time basis, in a lump sum. Payments made pursuant to this section may be made in installments over a maximum period of four years at the option of the employee. No interest shall accrue during said period of payout.

SECTION 5. Any unused vacation, personal time, sick days and compensatory time off shall be paid to the estate of a police officer who dies before retirement, upon a straight time basis.

SECTION 6. The Village shall provide for police officers covered by this agreement "false arrest" liability insurance coverage with policy limits of \$100,000/\$300,000.

SECTION 7. Upon retirement from the Police Department after being employed by the Department for at least 20 years, such retiring employee shall be entitled to receive five days vacation time upon retirement in addition to any accrued vacation time to which he is entitled.

SECTION 8. An employee resigning in good standing shall be entitled to accrued vacation time, compensatory time, sick time, and personal time in a lump sum on a straight time basis. The definition of resignation in good standing shall be administered in accordance with the discretion of the Chief of Police and the Police Committee.

Employees shall have the right to defer the payment of sick leave in annual installments beyond the date of severance to a maximum of four years. No interest shall accrue during said period of payout.

SECTION 9. Employees shall be entitled upon retirement to payment in full of all accumulated, but not used, sick leave days to a maximum of 200 days paid on a one-to-one basis and with an additional payment of one day paid for each two days accumulated beyond 200 days. Any employee who has at least 19 years of service may exercise the option of utilizing said accrued sick leave time not exceeding 200 days as terminal leave during the last year of service in accordance with the rules and procedures to be promulgated by the parties with regard to notice and other like considerations.

SECTION 10. Upon retirement from the Police Department, each employee shall be entitled to the continuation of all insurance, medical, surgical, hospital, and dental benefits.

This provision shall apply only to full time police officers who are members of the Southampton Village Police Department during the term of this Agreement.

ARTICLE V - WORK CHART

SECTION 1.

a. The employer has placed into effect a duty chart or basic work year consisting of 240 days work for all uniform police officers including sergeants and lieutenants and a 243 day work chart calling for 243 work days for detectives. Detectives working the 243 day work chart shall receive three (3) chart days off per year (XDO's) to be scheduled between such officer and the Chief of Police.

b. Detective Work Schedule.

Members assigned to the Detective Division will work the same schedule (number of days per year) as stipulated in the existing Collective Bargaining Agreement. The work day will consist of the following hours:

DAY TOUR - 0900 HRS to 1700 HRS.

EVENING TOUR - 1600 HRS to MIDNIGHT.

c. It is understood and agreed that the Chief of Police may reopen negotiations on the subject of duty chart should he find that the agreed upon duty chart is not efficient for the needs of the Police Department. The PBA will be obligated to enter into negotiations with the Chief of Police upon such demand as filed by the Chief in writing to the President of the PBA. It is also understood and agreed, however, that no duty chart change may be imposed upon the unit without the completion of the collective bargaining process as defined by the New York State Taylor Law.

SECTION 2. Members shall receive the following paid holidays whether worked or not:

- | | |
|-------------------------------|------------------|
| 1. New Year's Day | 8. Labor Day |
| 2. Martin Luther King Jr. Day | 9. Columbus Day |
| 3. Washington's Birthday | 10. Election Day |

- 4. Lincoln's Birthday
- 5. Easter Sunday
- 6. Memorial Day
- 7. Independence Day

- 11. Veterans' Day
- 12. Thanksgiving Day
- 13. Christmas Day

The Village shall provide all members of the bargaining unit with monetary compensation at the straight time rate for seven (7) of the thirteen (13) contractual holidays. The Police Officer and Chief may agree that all thirteen (13) holidays shall be compensated in cash. Payment shall be made in the first pay period after January 1st of any contract year. The remaining six (6) holidays may be taken as compensatory time off at a time or times satisfactory to the Chief of Police. The approval of the Chief of Police to a request to utilize holiday compensatory time shall not be withheld unreasonably.

SECTION 3. The Employer shall adopt a vacation schedule as follows:

<u>Years of Service</u>	<u>Year of Employment</u>	<u>Vacation Time</u>
After 1 year	During 2nd year	10 working days
After 2 years	During 3rd and through 9th year	16 working days
After 9 years	During 10th and through 16th year	21 working days
After 16 years	During 17th and through 24th year	26 working days
After 24 years	During 25th year and thereafter	28 working days

Vacation selections will be made semiannually for the periods of June 1st through November 30th and December 1st through May 31st. Vacation requests will be submitted by May 15th and November 15th. Vacations will be assigned by order of Seniority. Only one bargaining unit member

assigned to a specific tour of duty on the Duty Chart shall be on vacation or holiday leave at any one time. Only one detective shall be on vacation or holiday leave at any one time. Only two Patrol Sergeants will be granted vacation/holiday leave at a time. However, when a fifth Patrol Sergeant is appointed, three Patrol Sergeants will be granted vacation/holiday leave at a time.

Each member of the Department shall have the right to take 10 days summer vacation/holiday during the period June 15th to September 15th of each year. Any combination of vacation or holidays may be used, but in no event will a member be allowed to take more than ten (10) days total off during this period.

Vacations will be selected under the following procedure:

1. Line personnel will submit their requests for leave to their immediate supervisor.
2. Supervisors will approve or disapprove the submitted requests.
3. In the event a member does not have an immediate supervisor, such request will be submitted to the Executive Officer.
4. Chief of Police will approve or disapprove submitted requests.

FIRST VACATION SELECTION - Vacations will be taken in one week periods (a minimum of 5 vacation days per pick by members for their first selection.)

SECOND VACATION SELECTION - Vacations may be split, but second pick of senior members will not change the first selection of a junior member.

HOLIDAY AND COMPENSATORY TIME - Holidays and compensatory time may be requested on those dates which are open, after the first and second vacation selections have been made. Three days notice shall be given upon such requests. All open dates for holiday and

compensatory time shall be submitted on a time off request form.

VACATION OR HOLIDAY TIME GRANTED TO A
MEMBER ON AN OPEN DATE WILL NOT BE CHANGED
FOR REASON OF RANK OR SENIORITY.

Vacation selection will be subject to modification if a scheduling or personnel change is made.

Final approval of all vacation and holiday time off requests will be given by the Chief of Police, his Executive Officer, or his/her designee.

Effective December 1, 1999, the vacation selection procedures described above shall be deleted and the following provisions shall be in effect:

- a. Semi-annual selection of vacation days shall be in blocks of not less than ten days per selection, except that employees with less than the maximum number of vacation days shall have the right to make such selection in up to three blocks of not less than five days per selection. Detectives who work a schedule consisting of four day blocks must select two, four day blocks per selection. Employees with ten days' vacation shall make their selection in two blocks of five days each or one block of ten days.
- b. A bargaining unit member shall have the right to cancel a previously scheduled vacation and substitute a different one of the same duration provided:
 1. fifteen (15) days' notice prior to the previously scheduled vacation is given;
 2. the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;
 3. the change in vacation does not interfere with the operational needs of the

department.

c. Bargaining unit members shall have the right to utilize vacation days previously accumulated or to bank vacation days previously scheduled provided:

1. fifteen (15) days' notice prior to the utilization or scheduled vacation is given;

2. the newly scheduled vacation falls in an open period not previously selected by a bargaining unit member;

3. the banking of days or utilization of banked days does not interfere with the operational needs of the department.

d. Requests for single days of vacation may be made subject to the staffing and manpower needs of the department. At least three days' notice shall be given of such requests, which shall not be unreasonably denied.

e. In addition, requests for a single day of vacation beyond those referred to above shall be permitted under bona fide, extraordinary circumstances. Those requests shall be made to the Chief of Police who shall have the right to exercise his/her sole discretion in deciding whether to grant or deny these requests, except that his/her discretion shall not be abused.

f. Accumulated Vacation Leave

1. All vacation leave accumulated as of June 1, 1999 may be utilized in blocks of days or individual days subject to the limitations set forth above.

2. All vacation leave accrued or accumulated after June 1, 1999 shall be utilized as single days only if they were not part of a block of days scheduled

pursuant to 4(a) above; e.g., an officer with 21 days' vacation may request a single day of vacation after scheduling twenty vacation days in accordance with Section 4(a) above.

g. Arbitrator Edelman shall have continuing jurisdiction to resolve disputes between the parties concerning vacation leave.

SECTION 4. Full-time employees of the Department shall be entitled each year to "sick leave" of eighteen (18) days, cumulative from year to year without limitation.

SECTION 5. Any employee taking sick leave will be telephoned at his or her home each day of such sick leave. If he or she is not at home to answer the telephone, he or she will be deemed not to be on sick leave, unless he or she is in the hospital or his or her absence is otherwise satisfactorily explained to the Chief of Police. If an employee takes more than three (3) days consecutive sick leave, he or she must provide the Chief of Police with a doctor's certificate attesting to his or her illness during the period of sick leave, upon his or her return to duty. Any employee covered by this Agreement who does not use any sick leave during the year shall receive three (3) bonus days to be maintained in a separate account, independent of sick leave and personal leave and shall be payable to the employee as additional paid leave upon the employee's retirement. This benefit with regard to sick leave incentive bonus days is retroactive to January 1, 1984, for computation purposes.

SECTION 6. Full time employees of the Department shall be entitled to four (4) days leave per year with pay for the purpose of attending to personal matters of an important or emergency nature. Members shall not be required to provide a reason for the personal leave day. A personal day shall not be denied except for bona fide departmental emergencies or other extraordinary circumstances. Employees' accrued personal leave days shall be converted to sick leave and added

to the employees" accumulated sick leave account at the end of each fiscal year to maximum of four (4) days added per year.

All requests for personal leave shall be submitted on a "Time Off Request Form." In an emergency, a Department representative may fill out the form based upon information supplied by the bargaining unit member.

SECTION 7. Employees shall be permitted to take an additional two (2) days per year as an emergency leave without pay.

SECTION 8. Time off for Association business. The President and other designated officers of the Association shall receive a total of fifteen (15) days per year, paid leave days, for the purpose of attending to Association business.

SECTION 9. Any employee who suffers a death in the immediate family defined as mother, father, sister, brother, spouse, child, stepchild, grandparents, or in-laws in any of the above categories, and any other relative living within the employees immediate household shall be entitled to a bereavement leave independent of any other leave benefit not to exceed four (4) working days, nor more than a total of eight (8) working days in any one year.

SECTION 10. Any employee who is scheduled to take a promotional exam shall be excused from duty at 5:00 a.m. on the day of said exam, in the event that said employee is working the night shift.

ARTICLE VI - DEPARTMENT MEETINGS, TRAINING AND TESTING

SECTION 1.

Item #1 - Department Meetings

A. Line Personnel - the Chief of Police will be permitted to schedule up to two (2) Departmental Meetings during any calendar year. Attendance by line personnel will be mandatory for each meeting scheduled, except when members are (1) on vacation or holiday leave (2) sick leave (3) personal leave (4) or who are specifically excused by the Chief from attending. Each meeting shall be not greater than one (1) hour's duration. Pay shall be two (2) hours at straight time. The Chief of Police is to notify the PBA President no less than two (2) weeks' prior to meeting.

B. Supervisory Personnel - The Chief of Police will be permitted to schedule four (4) Supervisory Meetings during any calendar year. Attendance by Supervisory Personnel will be mandatory for each meeting scheduled, except when members are (1) on vacation or holiday leave (2) sick leave (3) personal leave (4) or who are specifically excused by the Chief from attending. Each meeting shall be not greater than one (1) hour's duration. Pay shall be two (2) hours at straight time.

Item #2 - Training

A. All new probationary police officers attending a 'Basic Training Course' for police officers, as mandated by the N.Y.S. Municipal Police Training Council, will not be paid for travel expenses and/or travel time to attend the Police Academy designated.

B. Any member scheduled by the Chief of Police, or his designee, to attend a training school, seminar or conference will not be compensated for travel time incurred in the area of the Town of Southampton. However, outside the Town of Southampton, the travel time shall be

compensated as follows:

Suffolk County	one (1) hour straight time pay each way;
Nassau County	one and one-half (1½) hours straight time pay each way;
New York City	two (2) hours straight time pay each way.

C. In the event of a breakdown of the police vehicle, said employee shall be compensated in addition to the above for time incurred after the above schedule up to a maximum of four (4) hours pay at time and one-half.

SECTION 2. Firearms Training Mandate

- a. All police officers shall qualify in the use of firearms at least once each calendar year.
- b. The Chief of Police shall schedule the Firearms Qualification Training.
- c. The Village shall have the option of requiring police officers to qualify in the use of firearms at more frequent intervals. However, all such requirements shall take place while the officer is working an assigned tour of duty or off duty with compensation.
- d. Any member who fails to qualify in the use and safety of firearms after two training qualifying days in one training period, that member shall continue to seek remedial training on his own time without compensation until he satisfactorily completes the Firearms Qualification Training.

EXAMPLE: Police Officer A is assigned to firearms training. Officer A fails qualification. Officer A is paid for that training period. Officer is scheduled for a second training period. Officer A passes qualification on the second attempt. Officer A is paid for the training period. Officer A is then assigned 5 months later for Firearms qualification. Officer A fails qualification. Officer A is paid for that qualification period. Officer A is assigned a second firearms qualification. Officer

A fails the second qualification. Officer A is paid for the second qualification period.

SECTION 3. Drug Testing.

a. The Village shall exercise the right of periodically testing probational police officers without notice during an officer's probationary period except as prohibited by law. The tests will be administered by the Suffolk County Department of Health Services and in accordance with Civil Service Law.

b. The Village shall have the right to test all members of the bargaining unit to detect the illegal use of drugs. Such testing shall be in accordance with drug testing procedures employed by the Suffolk County Police Department or similar policy to be negotiated by the parties during negotiations for the successor contract.

ARTICLE VII - BILL OF RIGHTS

SECTION 1. All members of the Southampton Village Police Department shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for members of the "Southampton Village Police Department":

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

1. The interrogation of a member of the force shall be at a reasonable hour,

preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime.

2. The interrogation shall take place at a location designated by the investigating officer. Usually it will be at the Police Headquarters or at the place at which the incident allegedly occurred. The member of the force may be represented by counsel at all times if he makes such a request.
3. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant, although the address of the complainant, and/or witness, need not be disclosed. If it is known that the member of the force being interrogated is a witness only, he should be informed at the initial contact.
4. The questioning shall not be unduly long. Reasonable respites shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonable and necessary.
5. The member of the force shall not be threatened with dismissal or other disciplinary punishment. No promises of reward shall be made as an inducement to answering questions.
6. The complete interrogation of the member of the force shall be recorded mechanically or by a stenographer if requested by the member being interrogated. When the proceedings are recorded, the member shall be entitled to examine, and make a copy (at the member's expense) of the

transcript of such stenographic record within a reasonable time after such interrogation, if request therefore be made in writing to the Employer.

7. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be apprised of his constitutional rights, which are that the member of the force in custody must, prior to interrogation, be informed that he has the right to remain silent, and that anything he says can and will be used against him in court; that he must be informed that he has the right to consult with counsel and to have counsel with him during interrogation.
8. In all other cases, there is no obligation, legal or otherwise, on the Department to provide an opportunity for a member of the force to consult with counsel or anyone else when questioned by a superior officer about 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 Employer may (but need not) afford an opportunity for a member of the force, if he so requests, to consult with counsel before being questioned concerning a serious violation of the Rules and Regulations of the Southampton Village Police Department, provided the interrogation is not unduly delayed. In no event shall the interrogation be postponed for the purpose of consulting with counsel past 10:00 a.m. of the day following the notification of interrogation. Counsel, if available, may be present during the interrogation of a member of the force. Requests to consult with counsel in

connection with minor violations, such as absence from post, failure to report, etc., will be denied unless sufficient reasons are advanced to support such request. Unless otherwise expressly provided herein, all counsel fees and other expenses incurred by a member of the force shall be paid by such member and may not be recovered from the Department or the Village of Southampton.

ARTICLE VIII - GRIEVANCE PROCEDURE

SECTION 1. Scope and Intent. In the event a dispute or grievance between the employer and the Association or any employee represented by the Association, representative of the employer and the Association shall make an honest and sincere effort to adjust the same in an amicable manner. Failing such adjustments, the dispute settlement procedure described in this article of agreement shall be followed.

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

A grievance not answered under the time limits of this section shall automatically proceed to the next step unless the time limits have been extended by mutual agreement in writing.

A. First Stage The grievance shall be filed with the Chief of Police in writing within ten (10) grievance work days from the time of the alleged occurrence. The Chief of Police shall attempt to settle the grievance and shall respond to the grievance in writing within two (2) days

of the submission of the grievance.

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

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

D. Group Grievances The Association may submit a grievance in writing provided that it does not affect merely an individual. The Association shall not have the right to file grievances on matters merely affecting individuals unless such matter or matters directly relate to the integrity of the agreement.

E. Arbitration Grievances that have not been settled at or before the third stage shall be referred to binding arbitration pursuant to the rules of the Public Employment Relations Board of the State of New York. If either party serves written notice upon the other requesting arbitration, such notice shall be filed within thirty (30) calendar days after decision of the Village Board is due.

The parties shall share the cost of the arbitration and any award of an Arbitrator or Arbitration Panel shall be final and binding upon the parties.

ARTICLE IX - GENERAL

SECTION 1. The Association agrees, in consideration of the recognition granted to it as the exclusive bargaining representative of the members of the Association, that it will not during the term of this Agreement engage in or assist or participate in any strike, slow-down, job action or any other similar form of work stoppage, or encourage or impose obligation on the members of the Association to conduct, assist or participate in any strike and that any dispute or grievance arising out of or under the terms of this Agreement or involving the application and interpretation of any provisions of this Agreement shall be resolved by the parties hereto, or, if they are unable to resolve the same, by invoking the procedures provided under the Public Employment Relations Act of the State of New York.

SECTION 2. During the lifetime of this Agreement, neither the Association nor the Employer shall make any rule or regulation in conflict herewith, nor shall either party continue in force any rule or regulation which may be in conflict with the provisions thereof.

SECTION 3. The Employer agrees not to adopt any management practices in conflict with this Agreement, but nothing contained in this Agreement shall be construed so as to prevent the Employer from adopting any management practices not in conflict herewith.

SECTION 4. Part-time and seasonal police shall not be placed in charge of other police employees nor shall any part-time or seasonal police work any shift unless said employees are supervised by a superior officer or by a full time police officer.

SECTION 5. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor shall not become effective until the appropriate legislative body has given

approval.

IN WITNESS WHEREOF, the Village of Southampton has caused this Agreement to be signed by its Mayor by order of its Board of Trustees and the Southampton Village Police Benevolent Association has caused this Agreement to be signed by its President and countersigned by its Secretary by order of its members.

VILLAGE OF SOUTHAMPTON

By Mayor Joseph Romanukoff

SOUTHAMPTON VILLAGE POLICE
BENEVOLENT ASSOCIATION

By Fred C. Hall Pres.

By Robert A. Lamer Sec.

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SCHEDULE "A"
ANNUAL RATE OF SALARY

	<u>6/1/97</u> 4.00%	<u>6/1/98</u> 4.00%	<u>6/1/99</u> 4.10%	<u>6/1/00</u> 4.25%
Starting	\$33,561.84	\$34,561.84	\$36,335.39	\$37,879.64
After one year	\$37,835.20	\$39,348.61	\$40,961.90	\$42,702.78
After two years	\$42,108.56	\$43,792.90	\$45,588.41	\$47,525.92
After three years	\$46,381.92	\$48,237.20	\$50,214.92	\$52,349.06
After four years	\$50,655.28	\$52,681.49	\$54,841.43	\$57,172.19
After five years	\$54,927.60	\$57,124.70	\$59,466.82	\$61,994.16
After six years	\$59,200.96	\$61,569.00	\$64,093.33	\$66,817.29
After seven years	\$63,474.32	\$66,013.29	\$68,719.84	\$71,640.43
Detective	\$66,648.40	\$69,314.34	\$72,156.22	\$75,222.86
Sergeant	\$72,361.12	\$75,255.56	\$78,341.04	\$81,670.54
Detective Sergeant	\$75,979.28	\$79,018.45	\$82,258.21	\$85,754.18
Lieutenant	\$79,597.44	\$82,781.34	\$86,175.37	\$89,837.83

Differentials - The above stated salaries are based upon the agreed upon differentials in salaries:

- A. Detective 5% over top P.O.
- B. Sergeant 14% over top P.O.
- C. Detective Sergeant 5 % over Sergeant
- D. Lieutenant 10% over Sergeant

Longevity (to be paid with regular payroll)

- After 5 years 1% of base salary, per year
- After 7½ years 3% of base salary, per year
- After 10 years 4% of base salary, per year
- After 15 years 5% of base salary, per year
- After 20 years 6% of base salary, per year
- After 24 years 7% of base salary, per year