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DIS 19756

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**VILLAGE OF EAST HAMPTON
AND
EAST HAMPTON VILLAGE PBA**

DISPATCHER'S BARGAINING UNIT

August 1, 2006 – July 31, 2010

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT between the **INCORPORATED VILLAGE OF EAST HAMPTON** (hereinafter called the "Employer") and the Dispatcher's Bargaining Unit of **THE PATROLMEN'S BENEVOLENT ASSOCIATION OF THE VILLAGE OF EAST HAMPTON POLICE DEPARTMENT** (hereinafter called the "Association").

WITNESSETH

WHEREAS, the Village has determined that the Association represents the Dispatchers of the Village of East Hampton; and

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

WHEREAS, the Employer accordingly has recognized the Association as the exclusive representative of said employees determination of their terms and conditions of employment, and the administration of grievances arising thereunder; and

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

SECTION 1 - RECOGNITION

This Agreement shall encompass the rates of wages and the conditions of employment of the Dispatchers of the Village of East Hampton, hereinafter referred to as employees, (excluding employees with the Civil Service title of Public Safety Dispatcher 3). The Employer recognizes the

Association as the sole and exclusive bargaining agent and representatives for all employees, for the maximum period permitted under law.

SECTION 2 - PERFORMANCE

The Association obligates itself and hereby agrees to use its best efforts to insure that all Dispatchers of East Hampton Village for whom it is the bargaining representative will faithfully perform all the terms and conditions of this Agreement on their parts to be performed.

SECTION 3 - SALARY

<u>Public Safety Dispatcher 1:</u>	<u>8/1/06</u>	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/1/09</u>
Step 1	42,152	44,049	46,031	48,103
Step 2	45,374	47,416	49,549	51,779
Step 3	48,595	50,781	53,067	55,454
Step 4	51,815	54,147	56,584	59,130
Step 5	55,035	57,511	60,100	62,804
Step 6	58,116	60,731	63,464	66,320
Step 7	61,477	64,244	67,135	70,156
<u>Public Safety Dispatcher 2:</u>	66,702	69,704	72,840	76,118

A Dispatcher's daily rate of pay shall be determined by dividing the employee's salary by 249 and the employee's hourly rate of pay shall be determined by dividing the employee's annual salary by the figure of 1992.

An employee whose anniversary date occurs prior to February 1st will progress to the next step in the salary schedule on the following August 1st. An employee whose anniversary date falls on or after February 1st will progress to the next step in the salary schedule on the second August 1st following his employment with the department.

All salaries shall be paid twice a month payable by check on the 15th of the month and the last day of the month, except when either of both days occur on a legal holiday in which case payment will be made on the preceding business day.

SECTION 4 - LONGEVITY PAY

Employees shall receive annual longevity payments as set forth in the following schedule:

<u>YEARS OF SERVICE</u>	<u>8/1/06</u>	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/1/09</u>
Year 7	1,600	1,700	1,800	1,900
Year 10	2,100	2,200	2,300	2,400
Year 15	2,600	2,700	2,800	2,900
Year 20	3,300	3,400	3,500	3,600
Year 25	3,700	3,800	3,900	4,000

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

Employees will be deemed to have completed their appropriate interval (5th, 7th, 10th year, etc.,) if their anniversary occurs before January 31st of the fiscal year and will be entitled to longevity pay for that entire year. If an employee's anniversary date occurs on or after February 1st of the fiscal year, he will be deemed to have completed five (5) years of service on the following August 1st.

Payment of longevity shall be made in twenty-four (24) equal installments over the

course of the fiscal year. Such payment shall be added to the base salary of an employee and included in his regular paycheck.

SECTION 5 - NIGHT DIFFERENTIAL/NIGHT CALL PAY

<u>Tour</u>	<u>8/1/06</u>	<u>8/1/07</u>	<u>8/1/08</u>	<u>8/01/09</u>
Rotating Two-Tour	\$3,000	3,100	3,200	3,300
Steady Midnight Tour	3,500	3,600	3,700	3,800

Payment of night differential shall be made in twenty-four (24) equal installments over the course of the fiscal year. Such payment shall be added to the pay salary of the employee and included in his regular paycheck.

SECTION 6 - HOSPITALIZATION INSURANCE

A. The Employer shall continue in full force and effect all hospitalization and surgical insurance now being carried for and on behalf of all employees. The Village may implement its own adopted Village health insurance plan in place of the New York State Empire Plan, provided that such Village plan does not diminish health insurance benefits to the employees and that said benefits shall be equivalent to benefits simultaneously provided under the Empire Plan or its replacement. The Employer shall pay one hundred (100%) percent of the cost of a plan for the employees herein.

The Co-pay for participating providers shall be \$10.00.

There shall be an annual deductible for the prescription drug plan of thirty five (\$35.00) dollars per employee, per year; the co-pay for non-generic drugs shall be eight (\$8.00)

dollars; and maintenance drug prescriptions must be filled exclusively through the use of mail order.

Effective November 1, 2002, the co-pay for outpatient hospital visits shall be increased to twenty (\$20.00) dollars; the co-pay for ambulatory surgery center shall be increased to fifteen (\$15.00) dollars; the co-pay for mental health outpatient shall be increased to fifteen (\$15.00) dollars and the co-pay for emergency room hospital visits shall be increased to ten (\$10.00) dollars.

Effective November 1, 2002, the employee shall pay a four (\$4.00) dollar co-pay for a generic drug or a ten (\$10.00) dollar co-pay for a brand-name drug with no generic equivalent. For a brand-name with a generic equivalent, if the employee is dispensed the brand-name drug, the employee pays ten (\$10.00) dollars plus the difference in cost between the brand-name drug and its generic equivalent. If a generic substitution waiver is approved, or the employee's pharmacy is out of the generic drug and dispenses a brand-name drug, the employee only pays the ten (\$10.00) dollar brand-name co-pay. Generic substitution waivers shall be granted by Island Group for reasonably based medical requests upon application/consultation between Island Group and the prescribing physician.

Hospitalization benefits shall be continued for the dependents of a deceased employee for a period of six (6) months. However, the spouse and minor children of an employee killed in the line of duty shall be afforded full hospitalization benefits for a period of time equal to the years of service of the employee but not less than one (1) year. Such coverage shall cease when such spouse remarries or dies.

The Employer shall continue to carry retired members and their families in the hospitalization and surgical plan being maintained on behalf of all employees; the Employer shall pay fifty (50%) percent on the cost of this plan, if the employee elects to continue coverage. For any employee who

retires on or after August 1, 2002, the Employer will pay one hundred (100%) percent of the cost of this plan, if the employee elects to continue coverage.

B. The Village shall maintain a Dental/Optical Plan for PBA members with guaranteed Village contributions of Fourteen Hundred (\$1,400.00) Dollars per member per year. Effective January 1, 2007 the Village shall make a fifty (50%) percent increase to the existing reimbursement schedule of optical/dental benefits.

SECTION 7 - MEAL PERIOD

Employees shall be entitled to a one hour meal period during each tour of duty. Employees shall be entitled to leave the Headquarters building for thirty (30) minutes of their sixty (60) minute meal period provided they remain within 1½ miles of the Village boundary, there are three (3) or more dispatchers on duty and they return to Headquarters when recalled for an extreme emergency. The employee shall carry a pager if requested.

SECTION 8 - CLOTHING AND CLEANING ALLOWANCE

The cost of uniform cleaning and the cost of uniforms and equipment purchases shall be paid by the Village subject to the reasonable discretion of the Department Head.

SECTION 9 - TERMINATION PAYMENTS

Upon termination, an employee shall be paid for all earned but deferred benefits such as wages, compensatory time, overtime pay, holiday and special days pay and unused vacation time; payment for which shall be as set forth at the prevailing per diem rate. In the event of the death of an

employee, the above payment shall be made to the employee's designated beneficiary filed with the Employer.

SECTION 10 - RETIREMENT PLAN

All employees shall be covered by the benefits set forth in Section 751 of the New York State Retirement and Social Security Law.

Wages, longevity pay, shift differential, overtime pay, and educational incentive pay paid upon retirement, all as set forth elsewhere in this Agreement, shall be deemed salary compensation for purposes of the New York State Retirement System. Compensation paid in accordance with this Agreement shall not be construed to constitute a promotion.

SECTION 11 - SCHEDULE OF TOURS

Effective 5/5/99, Dispatchers shall work a one thousand nine hundred ninety two (1,992) hour work chart. All existing charts shall be amended to comply with the following two (2) schedules:

- A. **Midnights:** Dispatchers assigned to steady midnights shall work ten (10) hour shifts commencing between 9:30 P.M. and 11:30 P.M. and concluding between 7:30 A.M. and 9:30 A.M. The chart rotation for the midnight shift shall be as follows: four shifts, four off, four shifts four off, four shifts three off. Effective August 1, 2006, Dispatchers assigned to the midnight shift shall be required to work seven (7) payback shifts, if necessary, to achieve the 1,992 hour work chart.

B. Two-Tour: Dispatchers assigned to the rotating two-tour shall work eight (8) hour shifts alternating between 8:00 A.M. to 4:00 P.M. and 4:00 P.M. to 12:00 A.M. The chart rotation for the two-tour shift shall be as follows: five (5) 8:00 to 4:00 P.M. and 4:00 P.M. to 12:00 A.M. The chart rotation for the two-tour shift shall be as follows: five (5) 8:00 A.M. to 4:00 P.M. shifts, two (2) off, five (5) 4:00 P.M. to 12:00 A.M. shifts, three off. Effective August 1, 2006, Dispatchers assigned to the two-tour shift shall be required to work two (2) payback shifts, if necessary, to achieve the 1,992 hour work chart.

Payback days shall be calculated beginning on August 1st of each year. From August 1st through March 31st of each year Dispatchers shall work payback days only on a voluntary basis. From April 1st through July 31st of each year Dispatchers who have not voluntarily worked all of their payback days may be assigned to work said unused payback days by the Village upon ten (10) days prior written notification. The Village shall post and offer opportunities for Dispatchers to voluntarily work payback days throughout the year.

Shift assignments shall be selected according to seniority. Vacated positions shall be filled in accordance with seniority; if there are no volunteers for a vacant position it shall be filled based upon reverse seniority. The Department Head may assign a dispatcher out of seniority if such assignment is deemed necessary based upon good cause considerations. This Agreement, including any such assignment by the Department Head, is subject to review under the grievance and arbitration procedures outlined in the Collective Bargaining Agreement.

No Dispatcher shall be assigned to the midnight shift (a) with less than one (1) year of service as a Dispatcher for the Village, or (b) as a disciplinary sanction.

A Dispatcher assigned to the midnight shift may bump a less senior Dispatcher off the rotating two-tour upon the junior Dispatcher's completion of one (1) year of service.

All accrued time benefits contained in the P.B.A. Dispatcher Collective Bargaining Agreement shall be converted to hours and all Dispatchers shall receive and utilize accrued time on an hour-for-hour basis.

The tour of duty may be changed without penalty to the Village if such change does not require an employee to work more than eight (8) hours in a twenty-four (24) hour period or reduce the swing time between tour changes.

SECTION 12 - OVERTIME

Overtime shall consist of all work in excess of eight (8) hours in any one (1) day or in excess of forty (40) hours per week and paid at the rate of one and one-half (1 ½) times the employee's hourly rate of pay. Overtime will be paid within the payroll period earned.

Overtime of less than fifteen (15) minutes shall not be compensated. Overtime between fifteen (15) minutes and forty-five (45) minutes shall be credited as thirty (30) minutes and compensated with forty-five (45) minutes in wages. Overtime between forty-five (45) minutes and seventy-five (75) minutes shall be credited as sixty (60) minutes and shall be compensated with ninety (90) minutes in wages.

RECALL and CALL-IN PAY: An employee called in for any period of time or hours other than his/her regularly scheduled tour of duty, or who is recalled after having completed his/her tour of duty, shall receive overtime pay of not less than four (4) hours at the employee's time and one-half rate.

SECTION 13 - SICK LEAVE

Each employee shall be entitled to normal sick leave without limitation. The Village shall cover any employee and pay that employee's normal rate of pay in the event of catastrophic illness after exhaustion of unused holiday and vacation time, as follows: Four or more years of service, 180 calendar days; seven or more years of service, 365 calendar days. If eligible therefor, a non-contract employee may, in the event of catastrophic illness, be required to take disability retirement at the Village's option as an alternative to the foregoing coverage if in the judgment of the Board of Trustees there is no prospect of return to work.

The Department Head may require an employee to provide him with a note from a doctor for any three consecutive sick leave days. The parties agree the Village may require an employee to provide a doctor's note for fewer than three (3) consecutive absences if there is a documented pattern of sick leave.

In addition, the Employer may require an employee to take a physical examination given by a doctor of the Employer's choice at the Employer's expense, if the employee has taken more than three (3) sick days, which days shall be within the first day of the tour of duty, the last day of the tour of duty, or a day immediately before or after a Holiday actually taken.

SECTION 14 - VACATIONS

Employees shall be entitled to an annual vacation pursuant to the following schedule:

- | | | |
|-----|---------------------------|-----------------|
| (a) | During year one | 5 working days |
| (b) | During year two | 10 working days |
| (b) | During years three & four | 15 working days |

- | | | |
|-----|----------------------------------|-----------------|
| (c) | During years five thru ten | 20 working days |
| (d) | During years eleven thru fifteen | 21 working days |
| (e) | During years sixteen thru twenty | 24 working days |
| (f) | More than twenty years service | 25 working days |

Vacation picks shall be selected in village seniority order. Vacancies in vacation schedules shall be filled on a seniority basis and vacations may be split on a weekly basis in accordance with past practices.

When an employee has incurred an expense of twenty-five (\$25.00) dollars or more toward an assigned vacation he shall not be recalled during such vacation unless the department shall reimburse him for his actual provable vacation 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 where he was at the time of notification. If the employee is recalled during the first week on his vacation and he is spending his vacation away from his residence he shall at his option be given back vacation time for that week. An employee shall be paid in both for traveling and for a day's pay for eight (8) hours or less spent at travel and by the applicable overtime rate for all hours spent in traveling beyond eight (8) hours a day and his actual work performed where such travel is required to attend for duty.

An employee recalled from vacation, compensatory time or personal leave shall be entitled to recall benefits.

SECTION 15 - HOLIDAYS

Employees shall be entitled to the following paid holidays: New Year's Day; Martin Luther King Day; Lincoln's Birthday; Washington's Birthday; Easter Sunday; Memorial Day;

Independence Day; Labor Day; Columbus Day; Election Day; Veterans Day; Thanksgiving Day and Christmas Day. The employee shall make every effort to take thirteen (13) days during the fiscal year. If said holidays are denied, the employee shall have the option to receive pay or leave time.

Employees eligible for Veteran's pay are to receive compensatory days off within a period of one (1) year following said days, in accordance with Section 63 of the Public Officers Law.

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

SECTION 16 - ACCUMULATED TIME

Accumulated vacation days, holidays or compensatory time, if employee chooses to be paid for such, shall be vouchered by the end of the fiscal year in which it occurs. Otherwise, an employee may, at said employee's discretion, accumulate the time to be taken in time in succeeding years or in leave prior to retirement.

No employee may accumulate more than forty (40) hours of compensatory time during any fiscal year and no employee may carry over said accumulated compensatory time with the next fiscal year without approval of the Department Head.

Dispatchers shall be required to submit requests for vacation, holiday or compensatory time off at least seventy two (72) hours in advance. If so requested, the day shall be approved by the Village. If the request is submitted with less than seventy two (72) hours notice, the Village shall have the discretion to approve or deny the request based upon staffing.

SECTION 17 - PERSONAL LEAVE

Employees shall be entitled to paid personal leave days, without limit, at the discretion of the department head, to attend to personal business, family bereavement and like necessities. Requests shall not be unreasonably denied.

SECTION 18 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer retains certain exclusive rights, including but not limited to the rights 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 properly or have been a part of management or a prerogative of the Dispatching Department.

The Employer may require each employee to attend either formal "in-house" training classes or outside policy training school during an employee's off-duty time. Employees shall be entitled to straight-time pay for said attendance. No employee shall be required to attend such training classes or schools in excess of four (4) training days in any fiscal year.

The Village may utilize drug testing based upon reasonable cause to believe that an on duty officer is under the influence of illegal drugs. The parties shall agree and adopt a procedure whereby urine samples are subjected to scientific testing by two separate agreed upon laboratories.

SECTION 19 - PAST BENEFITS

The Employer shall not eliminate any generalized benefit that has been continuously enjoyed by all employees for a substantial period of time and is not inconsistent with any provision of the agreement. There shall be no diminution of any existing benefit solely as a result of the

execution of this Agreement.

SECTION 20 - COLLEGE CREDITS

An employee shall be entitled to a payment equivalent of one (1%) percent of his base salary for every fifteen (15) college credits earned by the employee while employed by the Village, not to exceed four (4%) percent of his base salary. Such payment shall be included in the employee's regular paycheck.

SECTION 21 - BILL OF RIGHTS

All employees shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Members of the East Hampton Police Benevolent Association", and which provides as follows:

The following procedures shall govern the conduct and control of investigations.

The wide ranging responsibilities 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 employees. These questions often require immediate investigation by superior officers designated by the Employer. 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 an employee shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.
- (2) The interrogations shall take place at a location designated by the investigating

officers.

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

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

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened.

SECTION 22 - MUTUAL SWITCHES

Employees shall have the right to exchange assignments (mutual switches) on due notice to the department head. However, it is understood that if the exchanged assignment results in an employee working more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in a seven day period that the village shall not incur any overtime expenses.

SECTION 23 - GRIEVANCE PROCEDURE

I. **PREAMBLE** - In order to establish a more harmonious and cooperative relationship between the Employer and the Employees, and to avoid and resolve disputes involving alleged violations of the terms of this Agreement, the following grievance procedure is established.

The provisions of this Section of this Agreement shall be liberally construed for the accomplishment of this purpose.

II. BASIC STANDARDS AND PRINCIPLES -

1. Every employee shall have the right to join or to continue as a member of any employee association or labor organization; provided, however, that no employee shall organize or help to organize or become a member of any society or group of persons which teaches or advocates that the government of the United States or of any political subdivision thereof shall be overthrown by force or violence, or by any unlawful means.

2. Every employee shall have the right to present his grievance 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 employee because such member has formed, joined or chosen to be represented by any employee organization for the purposes of this provision. The Association shall have the right to initiate a grievance of an employee and the Association shall have the right to initiate group grievances.

3. 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 grievances of their subordinates. To this end, appropriate authority shall be delegated to supervisors by heads of departments and agencies.

4. The Department Head on duty shall be responsible for carrying out the provisions of this procedure and the regulations prescribed hereunder and maintaining the standards herein prescribed.

5. The Employer or his designated representatives shall hold conferences at appropriate times with members of the Association 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 service and to acquire a feeling of identification with the objectives of their department of Command.

III. 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 to expedite handling, employees are expected normally to present their problems or grievances through regular supervisory channels in the following order:

A. First Level: Department. The employee or the Association, on his behalf, may submit a grievance in writing to the Department Head. The Department Head shall review the entire matter, make an appropriate investigation through interview, etc., and render a decision, with a copy to the employee and/or the Association, within ten (10) days after receipt of such appeal. If the employee still be aggrieved, or if a group grievance remains unsatisfied, the grievant or the Association may, within five (5) days of receipt of the decision, appeal such determination as hereafter provided.

B. Second Level: Board of Trustees. Upon an appeal of a grievance to the Board of Trustees, the members thereof, shall carefully consider the appeal, make an appropriate investigation and then within ten (10) days after the receipt of such appeal, render a decision, with a

copy to the employee and/or Association. If the employee still considers himself aggrieved, or if a group grievance remains unsatisfied, the grievant or the Association may, within five (5) days of receipt of the decision of the Board of Trustees, make a request in writing to the Suffolk County Public Employment Relations Board that arbitration be had to consider the matter.

C. **Third Level: Arbitration.** Arbitration shall be invoked by the Association or the Employer by requesting with notice to the other part, the Suffolk County Public Employment Relations Board to appoint an arbitrator. The Board shall submit a panel of five (5) arbitrators to both parties, who shall indicate their preferences among such panel, so that the appointment of the arbitrator shall be based upon such preferences. In the event that the parties cannot agree on a mutual choice from the panel of five (5) arbitrators, an arbitrator shall be appointed by the Suffolk County Public Employment Relations Board. In addition, through the arbitrator appointed by the Suffolk County Public Employment Relations Board, each party shall have the right to appoint a non-voting member of the arbitration board. The decision of the arbitrator shall be final and binding on all parties.

IV. **CONSIDERATION OF DISCIPLINE** - An employee who is charged with a violation of the rules and regulations of the Village of East Hampton or other forms of misconduct shall be served with a written notice of charges stating the scope of the allegations against the employee. The assessment of the discipline shall be pursuant to Section 75 of the Civil Service Law. The employee, and the Association on the employees behalf shall meet and confer with the designated supervisors of the Department in an attempt to resolve the dispute or to agree on an appropriate discipline. If the parties are unable to agree, the employee or the Association on his behalf, shall appeal the discipline pursuant to the procedure set forth below. During the pending of

the appeals, imposition of discipline shall be stayed.

A. **First Level: Department Head.** An employee dissatisfied with the discipline imposed shall appeal said discipline within thirty (30) days of the date of written notice of discipline, to his Department Head. The Department Head shall render a written decision on the discipline appeal within fifteen (15) days to the employee and the Association.

B. **Second Level: Board of Trustees.** An employee dissatisfied with the decision of the Department Head shall appeal said decision within fifteen (15) days, in writing, to the Board of Trustees. The Board of Trustees shall consider the appeal and render a written decision within fifteen (15) days to the employee and the Association.

C. **Third Level: Arbitration.** The provisions of Section 23, III(C), V, and VI shall be applicable.

V. **TIME OF HEARINGS** - All discussions and hearings between employee, Department Head, the Board of Trustees and the arbitrators shall, so far as practicable, be conducted during 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.

VI. **REPRESENTATION** - An employee shall be represented by the PBA in the presentation and processing of a grievance at all stages.

VII. **APPLICATION** -

1. The grievance procedure shall apply to all members of Dispatchers of the Village of East Hampton.

2. The grievance procedure shall be applicable to alleged safety or health

hazards, discriminatory supervision, unjust treatment by fellow workers, unreasonable assignment of working hours or personal time allowances, unfair or unreasonable work quotas, alleged violations of the provisions of this Agreement, and all other matter 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.

SECTION 24 - NEGOTIATIONS

The three (3) members of the negotiating committee, the president, or his authorized representative, and two (2) other members of the PBA shall be excused from the regular duty for actual collective bargaining negotiations with Village representatives.

SECTION 25 - PERSONNEL FILES

Upon request and for good cause, and at reasonable intervals of time, an employee shall be permitted to examine his official department employment-personnel files, upon prior approval of the Department Head. Reasonable intervals of time shall be deemed intervals of not less than one (1) year. An employee on a promotion list who is passed over shall be deemed to have good cause to examine such file.

There shall be no department "Employee Personnel File". This shall not prevent the maintenance of confidential source files or files for matters under investigation.

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 members to examine said material and submit a written answer which shall be attached to the filed copy.

SECTION 26 - CONTRACT TERM

The duration of the Agreement shall be four (4) years commencing August 1, 2006, and terminating July 31, 2010.

SECTION 27 - LEGISLATIVE ACTION


It is agreed by and between the parties that any provision of this Agreement requiring legislative action permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative bodies have given approval.

IN WITNESS WHEREOF, EAST HAMPTON POLICE BENEVOLENT ASSOCIATION, has caused this Agreement to be signed by its PRESIDENT and countersigned by its SECRETARY, and the BOARD OF TRUSTEES of the VILLAGE OF EAST HAMPTON has caused this Agreement to be signed by the MAYOR on this 21st day of Dec . , 2007.

AGREED TO ON BEHALF OF
THE INCORPORATED VILLAGE
OF EAST HAMPTON

By: 
MAYOR

AGREED TO ON BEHALF OF EAST
HAMPTON VILLAGE POLICE BENEVOLENT
ASSOCIATION

By: 
PRESIDENT

By: _____
SECRETARY