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AGREEMENT

BETWEEN

THE TOWN OF SHELTER ISLAND

AND

SHELTER ISLAND POLICE BENEVOLENT ASSOCIATION

Effective January 1, 2012 and
Terminating December 31, 2014
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THIS AGREEMENT, made and entered into this 5th day of April, 2012, by and between the Town of Shelter Island, a New York municipal corporation, having its principal place of business at 44 North Ferry Road, Shelter Island, New York ("the Town") and the Shelter Island Police Benevolent Association, Inc., a New York corporation, filed pursuant to the not-for-profit corporation law, having its principal place of business at 44 North Ferry Road, Shelter Island, New York ("the Association").

WITNESSETH

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

WHEREAS, the Association is recognized as the bargaining representative by the Town for all members of the Association consisting of all full-time police officers of the Town, excluding the Chief of Police ("the employees"); and

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

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

ARTICLE I – SCOPE

Section 1 - This Agreement shall encompass the rates of wages and conditions of employment of all employees for the period January 1, 2012 through December 31, 2014.

Section 2 - The Association represents that it has the authority to negotiate, bargain, and agree for and on behalf of the employees and hereby agrees on behalf of
itself and the employees that it and each of them will faithfully perform all the terms and conditions of this Agreement on their respective parts to be performed.

Section 3 – The Town recognizes the Association as the sole and exclusive bargaining agent and representative for employees. The Town also extends unchallenged representation status to the Association for the maximum period permissible pursuant to law.

Section 4 – Pursuant to New York State Civil Service Law Section 207(3), the Association affirms that it does not have the right to strike or to take job action against the Town, to assist or participate in any strike or job action, or to impress upon the employees to conduct, assist or participate in any strike or job action. The Association and the employees obligate themselves to faithfully perform all the terms and conditions of this Agreement.

ARTICLE II – COMPENSATION

Section 1(A) – The annual rate of salary for the period of this Agreement shall be as follows: effective January 1, 2012, January 1, 2013 and January 1, 2014, steps 1-5 on the salary schedule shall be increased by 2%.

Sergeants shall receive additional compensation as follows: during the 1st 12 months of service as a sergeant: $4,750; thereafter, 10% of top step police officer base salary. Detectives shall receive an additional compensation of $1,476 per annum.

Effective January 1st of each year, each employee shall increase one longevity step, that is one step forward on the salary scale until each employee reaches the maximum rate of pay.
(B) Longevity—Longevity payments shall be made as follows: effective January 1, 2012, 4.5% in the eighth, ninth and tenth year; 5.5% in the eleventh, twelfth and thirteenth year of service; 6.5% in the fourteenth, fifteenth and sixteenth year of service; 7.5% percent in the seventeenth year of service and each year thereafter, noncumulative; effective January 1, 2013, 5.5% in the eighth, ninth and tenth year; 6.5% in the eleventh, twelfth and thirteenth year of service; 7.5% in the fourteenth, fifteenth and sixteenth year of service; 8.5% percent in the seventeenth year of service and each year thereafter, noncumulative; effective January 1, 2014, 6.5% in the eighth, ninth and tenth year; 7.5% in the eleventh, twelfth and thirteenth year of service; 8.5% in the fourteenth, fifteenth and sixteenth year of service; 9.5% percent in the seventeenth year of service and each year thereafter, noncumulative.

Section 2—Each employee shall receive the sum of $700 as and for a uniform allowance, except that detectives shall receive the sum of $950, and an additional sum of $300 as a uniform cleaning allowance. Payment of uniform cleaning allowance shall be made in two equal installments on July 1 and December 31 of each year.

Section 3—Each employee shall be compensated for the following paid holidays; New Year’s Day; Martin Luther King, Jr’s Day; Lincoln’s Birthday; Washington’s Birthday; Good Friday; Easter Sunday; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day; Thanksgiving Day and Christmas Day. Pay shall be computed by dividing the employee’s base salary by 232 (232 represents the number of days worked by an employee). Payment for holiday pay shall be made on or before the first pay day in December.
Section 4 – Employees shall be compensated for night differential as follows: $4,050. Payment of night differential shall be made in two equal installments on July 1st and December 31st of each year.

Section 5 – Overtime shall be computed on a time and one half basis determined by an eight hour day and a 232 day work year representing the number of hours and days currently worked by an employee. The hourly and overtime rate shall be determined by dividing the employee’s base salary by 1856 hours and multiplying the result times 1.5. The 1856 hours currently represents the number of hours actually worked by an employee. An employee may, upon request to the Chief, be granted compensatory time at the time and one half overtime rate in lieu of cash payment for overtime. The accrual and use of this compensatory time shall be determined on a case-by-case basis by the Chief.

Section 6 – Whenever an employee is required to attend court or other governmental agency to give testimony or act within the performance of his/her duties and within the scope of his/her employment, he/she shall be provided with public transportation or be reimbursed travel expenses at the rate of 24 cents per mile.

Section 7 – If an employee is required or subpoenaed to give testimony arising out of the performance of his/her duties and within the scope of his/her employment in a civil action during this/her regularly scheduled tour of duty, then all fees received by the employees shall be paid to the Town, and the employee shall receive his/her regular pay from the Town, which shall have the right to resist any subpoena; and if the testimony is not scheduled during his/her regular tour, then the employee shall keep all fees received by him/her, and he/she shall not receive additional compensation from the Town.
Section 8 – Any employee recalled to duty during normally scheduled time off shall be compensated at the overtime rate for a minimum of four hours. This shall include all call-back to duty including Court, subpoena, or emergency recall. All recall must be directed or ordered by the Chief or designee.

Section 9 – An employee may be called back to attend a Departmental meeting. In this case, the attendance shall be considered overtime police duty but the recall provision (Article II, Section 8) shall not apply.

ARTICLE III – LEAVE TIME AND BASIC WORK YEAR

Section 1 – Each employee shall work a duty chart as attached hereto as Appendix A. The Chief shall have the option of removing the Sergeant and/or Detective from the duty chart and establishing different tours of duty for the Sergeant and Detective, but each employee shall be assigned by the Chief to work four additional tours of duty per year without additional compensation, as part of the duty chart shall not exceed 232 days per year. Pursuant to existing practice as of the date on which the 2002-2005 Agreement is fully ratified and approved, the Chief shall retain the discretion to assign employees to work up to 10 tours of duty per year without additional compensation, for training, special events and other duties as determined by the Chief, as part of the duty chart, not to exceed 232 days per year. The Town agrees to give at least five days’ notice of change of the shift when an employee is removed from the 5 to 1 shift except when the change is necessitated as a result of illness, disability or mutual tour change. Mutual tour changes shall be permitted at the sole discretion of the Chief.
Section 2 (A) - Each employee shall be entitled to 22 paid sick days per year. In the event of an absence in excess of one day, an employee may be required to provide a doctor’s certificate verifying the illness of the employee.

(B) Each employee shall be permitted to accumulate sick days to a maximum of 230 days. Upon retirement, each employee shall be paid the value of his/her accumulated sick leave on a formula of one day for each two days accumulated for a maximum payment of 115 days. Payment of accumulated sick leave shall be calculated by dividing the employee’s base salary by the annual duty chart worked by the employees that is currently 232 days.

(C) If an employee on the payroll as of any future December 31 has more than 200 accumulated sick leave days as of that date, then the Town shall contribute, into a deferred compensation account agreed upon between the Town and the Association, 15% of the then current value of the number of the employee’s sick leave days earned but not used in that year.

Section 3 – A. Vacation shall be implemented for each employee in accordance with the following schedule: during the first year of service – seven working days; during the second and through the fifth year of service – 10 working days; during the sixth and through the ninth year of service – 19 working days; commencing the 10th year of service until separation from the Department – 25 working days. Employees shall be permitted to carry over a maximum of not more than 10 vacation days into the subsequent calendar year.

B. An employee may request payment during the month of January for up to five unused vacation days if the employee submits this request in writing to the Town
Supervisor by on or before October 1 of the previous year. Those who have received a sick leave usage advisement during the two preceding calendar years (January 1 – December 31) are not eligible for this benefit. This provision shall be on an experimental basis and is cancelable by the Town for the next calendar year on notice to the Association by the end of the current calendar year.

Section 4 – Personal Days: Each employee shall be afforded four personal leave days per year, not including funeral leave for members of the immediate family. Personal leave time shall be prorated for all employees commencing or terminating service mid-year.

Section 5 – Negotiating Leave Time: During negotiations between the Town and the Association for renewal, extension, or for a new collective bargaining agreement, one Association negotiator may be excused from his/her duties on the police force for the purpose of engaging in the negotiations, provided the periods of negotiations are reasonable and necessary. Both the Town and the Association shall be entitled to be represented by negotiators, lawyers, and other persons as each deems necessary.

Section 6 – Bereavement Days: Each employee shall receive up to four days’ bereavement leave for each instance of death in the case of death in the immediate family such as deaths of child (including stepchild), father, mother, brother, sister, and spouse. For each instance of death of other close relatives, the employee may take up to three days’ bereavement leave.
ARTICLE IV - INSURANCE, RETIREMENT, ETC.

Section 1 - Pension: The Town has adopted a retirement plan providing for the retirement for a member at half pay after 20 years of service pursuant to Section 384-d of the New York State Retirement and Social Security Law.

Section 2 - The Town has provided the one year salary option for determining final average salary in a retiree’s base as provided for in Section 302(9)(d) of the New York State Retirement and Social Security Law.

Section 3 - Death Benefit: All employees shall receive the following death benefits:

(a) Death benefits for beneficiaries of certain police officers and fire fighters pursuant to New York General Municipal Law, Section 208-b.

(b) Death benefits and disability retirement pursuant to New York State Retirement and Social Security Law, Sections 360, 36, 362 and 363.

(c) The spouse or estate of an employee shall receive an amount due for overtime pay, past and present vacation accrual as well as holiday pay or other leave time standing to the credit of the employee at the time of his/her death.

Section 4 - Disability Benefits: All employees who sustain physical injury or illness in the course of their employment while acting in the performance of their duties and within the scope of their employment with the Town, as determined by medical authority as the Town shall designate, shall continue to receive full salary during the period of incapacity or until eligible for a New York State pension or death, whichever shall occur first. Any sums received by the employee under the provisions of the
Workers' Compensation Law for lost earnings as a result of the injury or illness shall be paid by the employee to the Town.

Section 5 - General Municipal Law Section 207-c Procedure:

This procedure is intended to regulate the application for, and the award and/or termination of, benefits under Section 207-c of the General Municipal Law ("GML 207-c"). It shall operate as a waiver of any other procedural rights the Town or the Association and/or its employees may have pursuant to GML 207-c regarding the application for, and the award and/or termination of, benefits under GML 207-c, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein, though, should be construed as limiting the power of a party to challenge a decision, as provided herein, pursuant to C.P.L.R. Article 78. Any future changes enacted by the State in the provisions of GML 207-c that conflict with an explicit provision of this procedure shall supersede the preexisting provision of this procedure.

A. APPLICATION FOR BENEFITS

(1) Employees shall, within 48 hours of the occurrence, or within 48 hours of when the employee should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") shall be made on the Department's existing employee injury report form.

(2) An application shall be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations shall result in the denial of an
application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements shall be met within 96 hours of the Employee's ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee’s immediate family may file the application on the employee’s behalf, provided same is accomplished on a timely basis.

(3) In addition, an injury report shall be completed by the Chief or highest ranking officer on duty and filed in the Chief’s Office by the end of the next regular business day following the occurrence.

B. **INITIAL APPLICATION FOR GML 207-c BENEFITS**

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

(2) After filing the application, the employee shall submit to one or more medical examinations or inspections ("examinations") as provided by law. The employee shall cooperate fully with the designated physician. This shall include, but not be limited to, promptly forwarding to the Chief and the Town Attorney’s Office and designated physician all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being disregarded or excluded by the Town.
(3) The employee shall, along with the application for GML 207-c benefits, complete, sign and submit to the Town any medical release forms requested by the Town, utilizing the existing Department form.

(4) The Employee shall fully cooperate with the Town’s designated physician. This shall include, but not be limited to, forwarding to the Town’s designated physician all reports, data, records and other information related to the employee’s injury.

(5) Any reports submitted by either the Town’s designated or the employee’s doctor/other health care provider (“health care provider(s)” shall include the following information: (a) the exact date(s) that the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) what duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information as specified in this paragraph may result in the health provider’s report being disregarded or excluded by the Town.

(6) The Town shall render a written decision on the application for benefits within 60 calendar days after receipt of the application. A copy of the decision will be mailed to the employee by regular and certified mail, return receipt requested, at the address specified in the application. A copy shall also be delivered to the Supervisor’s and Town Attorney’s Offices. The failure to issue a decision in accordance with this time limit shall result in the employee being placed on GML 207-c status.
(7) While a final decision as set forth in this GML 207-c procedure is pending, time off alleged to be attributable to the injury giving rise to the claim for GML 207-c benefits shall be charged based on the Department's initial determination. Regardless of whether the employee is in a paid (utilizing his/her accrued time) leave or no-pay status, the only benefit the employee shall receive during the pendency of the process is holiday compensation.

(8) If the decision is that the employee is eligible for GML 207-c benefits, then the employee shall be so categorized and any time off taken due to the injury or sickness shall be charged to GML 207-c leave, subject to the provisions of Section E below. The employee's GML 207-c benefits shall continue as long as the employee remains eligible.

(9) In the event the employee is not satisfied with the Town's decision and wishes to appeal it, the employee shall file with the Town within five calendar days of receipt of the decision a written demand for a hearing on the GML 207-c claim before the Town Board or its designee. The Employee shall be deemed to have forfeited GML Section 207-c benefits if the Employee fails to do so in a timely manner. The parties to the hearing shall be the Town and the employee. All costs shall be paid by the party incurring them; e.g., witnesses, exhibits, transcripts, etc.

(10) The Town Board or designee shall have the authority to decide, whether the Town's denial of the claim of entitlement to GML 207-c benefits was arbitrary and capricious. He or she or it shall have authority to consider and decide all allegations and defenses made with regard to the GML 207-c claim. In the event of a dispute between the parties as to the nature of the proceeding, the Town Board or designee shall first decide whether the proceeding represents an issue of an applicant's initial entitlement to
GML 207-c benefits or whether the proceeding presents a different issue that should be decided in a different proceeding, as outlined below. The burdens of production, and proof by a preponderance of the evidence, shall be upon the employee, except for hearings involving Section D, where the burdens of production and proof shall be upon the Town.

(11) The Town Board or designee shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the Collective Bargaining Agreement and the rules. The Town Board or designee shall have no authority to make a decision on any issue not submitted or raised by the parties. Should the Town Board or designee find in favor of the employee, then all leave entitlements utilized from his/her accrued leave bank shall be restored. This shall also include holiday and night shift differential if the employee is eligible to receive same.

(12) The decision and award of the Town Board or designee shall be final and binding on the parties.

C. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

(1) In the event that the employee or the Department alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section II shall be implemented.

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

D. TERMINATION OF BENEFITS/RETURN TO DUTY

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

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

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

(4) If the employee disagrees with the Town’s determination, he or she shall commence an appeal pursuant to the procedures outlined in Section B(10). While pending, the employee shall remain on GML 207-c status. However, if more than 60 calendar days elapse from the effective date of the Town’s notification to the employee
and the final resolution of the dispute, any time in excess of the 60 day period shall be charged against the employee’s accrued leave time; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the arbitrator and counsel for the employee and Town and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled hearing is adjourned at the request of the Town or the Town Board, then the 60 day period shall be extended to 90 days. Regardless of whether the employee is in a paid leave or no-pay status, the employee shall receive no fringe benefits other than, if applicable, the continuation of insurance benefits, during the pendency of the hearing process. In the event that the employee’s GML 207-c status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision shall be recredited to the employee.

(5) The Town Board must agree to hear the case within 30 days of the date of selection and render an opinion within 30 days thereafter.

E. OTHER PROVISIONS

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

(2) An employee may have an attorney of his or her choice or an employee of the Department as his or her representative at any stage of this procedure, provided there is no unreasonable delay.
(3) Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether the application was controverted, granted or denied, shall not be given any preclusive effect in any stage of this procedure, but shall be admissible as evidence to be given the weight deemed appropriate by the Town.

(4) This procedure shall take effect on December 31, 2010 at 11:59:59 p.m. and shall apply to any claim of entitlement to or use of GML 207-c benefits made after that date and which had not been submitted to the Chief as of August 14, 2011. After the filing of the application form, the claim for utilization of GML 207-c shall be decided in accordance with Section C.

Section 6 - Medical Insurance:

A. The Town will continue to provide the Statewide (Empire) Plan, or a plan that is comparable to it, to all full-time unit members. All new hires shall be eligible for health insurance only after the completion of three consecutive months of active service with the Town. The Town may change health insurance plans after prior notice to the Association. If two persons are currently receiving (or are eligible to receive) family health coverage benefits through the Town, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes from family to individual coverage will not be entitled to the health insurance buyout. Should that person choose to decline to receive individual coverage, then that person will be eligible for the buyout of the individual coverage.

B. In the event that an employee having at least one complete year of active full-time service with the Town dies on or off duty, the employee's family shall be entitled to:
(a) continued medical insurance, at the same level and to the same extent as that for active employees, for the employee’s spouse until the spouse remarries or five years, whichever occurs first, and dependent children, until the age of 19 or for a period of five years, whichever occurs first (both five year requirements shall be waived in the situation of an employee who dies in the performance of his/her duties as defined pursuant to General Municipal Law § 207-c); and

(b) payment, not to exceed $5,000, for funeral expenses.

C. In addition, the costs and levels of the individual of family health benefits, as applicable, for eligible retirees shall continue to be paid by the Town during the lifetime of the retiree and his/her eligible dependents, where applicable, at the same level and to the same extent as that for active employees. The service requirement for receipt of post-retirement health insurance benefits shall be 10 consecutive years of service with the Town as the public employer for whom the employee last worked prior to retirement provided that all requirements of the NYS Police and Fire Retirement System are met. This 10 year requirement shall be waived for employees retiring on a disability retirement into the NYS Police and Fire Retirement System if the employee was employed by the Town immediately prior to obtaining the disability retirement.

Section 7 – An employee may elect to change enrollment at any time between November 1 and November 30 from family to individual coverage under the Plan provided pursuant to this Agreement. In this event, the employee shall receive 50% of the premium savings to the Town, provided the employee remains uncovered by family coverage under the Plan for a period of 12 consecutive months. The payment shall be
made at the end of the 2 month period and annually each 12 months thereafter, provided the employee remains uncovered by family coverage under the Plan.

It is understood that once an employee has waived family coverage for a particular year, the employee may not reinstate family coverage for that year except in the event of an emergency causing the loss of insurance through another source. Emergency shall include loss of employment, or termination of insurance for a spouse whose employer has provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse’s employer. In the case of an employee who reenrolls in fewer than 12 months, no payments shall be made.

ARTICLE V – MANAGEMENT RIGHTS

Section 1 – Except as specifically abridged, delegated or modified by this Agreement, all the rights, powers and authority the Town has prior to the execution of this Agreement are retained by it and remain exclusively without limitation within the rights of the Town Board, which are not subject to grievances procedures or arbitration; this includes the right, power and privileges subject to the New York State Civil Service Law and the terms of this Agreement, where applicable, to plan, determine, direct and control the nature and extent of all its operations; and also includes the right to introduce new equipment, methods or facilities or change existing methods and to make and enforce rules and to carry out the functions of the Town’s government. In addition, the Town shall have, in addition to its current rights based upon existing practice as of December 31, 2010, the additional discretion to utilize non-bargaining unit police and
Peace officers to supplement the work performed by bargaining unit members between Memorial and Labor Day.

ARTICLE VI – MISCELLANEOUS

Section 1 – Pursuant to the New York State Civil Service Law, Section 204(a), it is agreed by and between the parties that any provisions of the 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.

Section 2 – During the term of this Agreement, neither the Association nor the Town shall make any rule or regulation in conflict with this Agreement. Nor shall either party continue to enforce any rule or regulation that may be in conflict with this Agreement.

Section 3 – The Policemen’s Bill of Rights as provided in the 1975 through 1977 unit agreement shall be deemed part of and shall be printed in the Shelter Island Police Department Rules and Regulations and shall not be removed or modified without prior written consent of the Association and a copy of the rule and regulation provision shall be attached hereto as Appendix B.

Section 4 – The Town shall assume the expense of the legal defense of a police officer sued for action taken in the line of duty. This clause shall in no way encumber the Town with an obligation to expend Town monies for the purpose of reimbursing an employee upon a finding of punitive damages. The Town’s obligation to assume the
defense shall be defined as an obligation limited to providing legal counsel by the Town's insurance carrier or the Town attorney.

Section 5 – The Grievance Procedure – A “grievance” shall be an alleged violation of a specific provision of this Agreement. All grievances must be filed within 10 working days of when the employee knew or should have known of the facts underlying the grievance. The procedure for processing grievances between employees and the Town shall be as follows:

(a) Step 1 - Informal discussion between the employee and the immediate supervisor.

(b) Step 2 – The employee shall reduce the grievance to writing and submit same to the Chief of Police within five working days of the conclusion of Step 1.

(c) Within five working days of the reply received in Step 2, the employee may appeal to the Town Board. Within 10 days of the receipt of the appeal, the Town Board will schedule a hearing which shall be held within 20 days of receipt of the appeal and the decision of the Town Board will be made within 30 days of the receipt of the appeal.

Section 6 – All employees shall be qualified, at Town expense, at a police range designated by the Chief, at least once per year during Departmental time.

Section 7 – This Agreement states the full understanding of the parties and any changes of amendments thereto shall not become effective unless they are in writing signed by the parties. Oral agreement or understandings shall not be recognized and shall have no force or effect.
ARTICLE VII – DRUG AND ALCOHOL TESTING

Section 1 – If at any time the Town institutes a Town-wide drug and alcohol testing program for all Town employees, the Association shall be obligated to participate in the program. This program will not include, and is not in lieu of, any other testing that is required by law.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal this _ day of October, 2012.

TOWN OF SHELTER ISLAND

By: N. Christine Lewis
    Deputy Supervisor

SHELTER ISLAND POLICE
BENEVOLENT ASSOCIATION, INC.

By: [Signature]
    President