

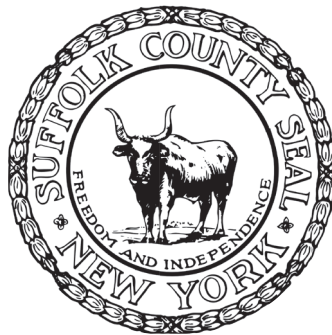


# AGREEMENT

COUNTY OF SUFFOLK

AND

SMITH POINT LIFEGUARD ASSOCIATION,  
NYSUT, AFT, NEA, AFL-CIO



January 1, 2025 - December 31, 2029



IN ACCORDANCE WITH NEW YORK STATE PERB CASE NO. "C-"6550,  
THE SMITH POINT LIFEGUARD ASSOCIATION,  
NYSUT, AFT, NEA, AFL-CIO  
REPRESENTS ALL EMPLOYEES DESCRIBED IN THAT DECISION.

THE FOLLOWING AGREEMENT BETWEEN  
THE SMITH POINT LIFEGUARD ASSOCIATION,  
AND THE COUNTY OF SUFFOLK,  
FOR THE YEARS  
JANUARY 1, 2025 THROUGH DECEMBER 31, 2029,  
HAS BEEN RATIFIED BY THE MEMBERS OF  
THE SMITH POINT LIFEGUARD ASSOCIATION AND  
BY THE COUNTY EXECUTIVE,  
AND APPROVED BY RESOLUTION OF THE COUNTY LEGISLATURE.

#### **PREFACE**

Agreements entered into by the Smith Point Lifeguard Association and the County of Suffolk that modify the Agreement must be signed by both the President of the Smith Point Lifeguard Association and the Director of Labor Relations and must be on file in both offices for these agreements to be binding on both the Union and the County.

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AGREEMENT made this 8th day of May 2025, between Suffolk County, a municipal corporation of the State of New York, having its principal place of business at the Suffolk County Center, Riverhead, New York, as employer ("the County") and the Smith Point Lifeguard Association, an Association being a domestic not for profit corporation, and an organization having as its primary purpose the improvement of terms and conditions of employment of public employees, having its office and principal place of business at 100 Vanderbilt Motor Parkway, Suite 320 Hauppauge, NY 11787, as an employee organization ("the Association").

**WITNESSETH:**

WHEREAS, New York State PERB has designated the Association as the sole exclusive bargaining representative for all employees of Suffolk County listed and included in the decision in Case No. 6550.

All other employees in the County of Suffolk will be excluded from this Agreement and its terms and conditions.

Managerial/Confidential employees designated by New York State PERB or by joint stipulation of the Director of Labor Relations and the Association President will also be excluded. However, they will receive an additional monetary amount, above their salary, as directed and designated by the Director of Labor Relations.

Present and/or new excluded titles and present and/or new excluded categories may be included in this Agreement upon the joint stipulation of the Director of Labor Relations and the Association President.

Those employees represented by the Association are hereinafter referred to as "the employees"; and

WHEREAS, the Association was, on the 21<sup>st</sup> day of January, 2020, recognized by the New York State Public Employment Relations Board as the representative for the purpose of collective bargaining for the employees; and

WHEREAS, the Association has affirmed in writing to the County that it does not assert the right to strike against any government, to assist or participate in any such strike or to impose an obligation to conduct, assist or participate in a strike; and

WHEREAS, the parties desire to enter into a collective bargaining agreement setting forth the amount of wages to be paid to the employees and the terms and conditions upon which the employees work and perform their duties.

NOW, THEREFORE, by reason of these premises, and in consideration of the mutual covenants herein, the parties agree as follows:

1. **GENERAL OBLIGATION OF THE ASSOCIATION** The Association obligates itself for its members and employees that it and each of those members and employees will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed. The Association will certify not later than the first week of July that more than 50% of the employees are members; continuing annual recognition by the County is contingent upon this certification.

2. **RECOGNITION: TERM** The County recognizes the Association as the sole and exclusive bargaining agent and representative for the employees of the Lifeguards Unit and agrees to continue to do so, subject to the orders of the New York State Public Employment Relations Board, courts and any arbitrator acting pursuant to this Agreement, for the maximum period permitted pursuant to Civil Service Law Section 208(2).

**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.**

3. **RIGHTS RESERVED TO THE COUNTY** Except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the County had prior to the signing of this Agreement are retained by it and remain exclusively and without limitation within the rights of management, which are not subject to grievance procedures or arbitration.

This includes the right, power, privilege, subject to Civil Service Law, and to the terms of this Agreement where applicable, to plan, determine, direct and control or change the nature and extent of all its operations, to promote employees from one classification to another, to transfer and assign employees to places of work as it may elect, to create and abolish positions and to delegate duties, tours of duties and the manner of the performance of those duties. It also includes the right to demote, discipline, suspend or discharge employees for cause and to relieve them from their normal duties for any legitimate reason, to introduce new equipment, methods or facilities or change existing methods and to make and enforce rules and to carry out the functions of management.

4. **OFFICERS OF THE ASSOCIATION** The Association will send the County a letter of notification by March 1<sup>st</sup> of each year, which will contain a list of the names and addresses of the Association's officers. The Association will periodically update the letter of notification to reflect changes of the officers' names and/or addresses. No Association officer will be recognized by the County until it has received notification of any new appointments or changes.

5. **COMPENSATION: REGULAR WAGES**

A. *See Appendix "B."*

B. No employee will make an annual salary equal to or greater than that of the County Executive.

6. **COMPENSATION: PREMIUM PAY**

6.1 **Overtime**

Time and one-half will be paid for all hours actually worked in excess of 40 during the work week (Monday-Sunday). Overtime must be pre-approved by the Commissioner of Parks.

6.2 **Productivity Bonus**

Effective January 1, 2025, any Ocean Guard or Senior Guard who works more than 400 hours in a calendar year will receive a \$250 bonus, payable at the same time as longevity payments.

Effective January 1, 2025, any Ocean Guard or Senior Guard who works more than 500 hours in a calendar year will receive a \$500 bonus, payable at the same time as longevity payments.

Effective January 1, 2025, any Ocean Guard or Senior Guard who works more than 550 hours in a calendar year will receive a \$600 bonus, payable at the same time as longevity payments.

Effective January 1, 2025, any Still Water Guard who works more than 300 hours in a calendar year will receive a \$250 bonus, payable at the same time as longevity payments.

Effective January 1, 2025, any Still Water Guard who works more than 500 hours in a calendar year will receive a \$500 bonus, payable at the same time as longevity payments.

Effective January 1, 2025, any Still Water Guard who works more than 550 hours in a calendar year will receive a \$600 bonus, payable at the same time as longevity payments. Bonus payments are not compounding/cumulative.

Bonus payments are not compounding/cumulative.

### **6.3 Title Transfer Bonus**

Effective January 1, 2025, any Still Water Guard who takes and passes the standard Ocean Guard test (issued by the County once a year), meets the requirements of an Ocean Guard title, and transfers to an Ocean Guard title, will receive a one-time \$250 bonus, payable at the same time as longevity payments.

## **7. LONGEVITY**

A. Effective May 23, 2023, employees who have completed 25 or more seasons of County service as a lifeguard, and who have worked at least 160 hours in the current calendar year, will receive an annual \$500 longevity bonus.

B. Effective May 23, 2023, employees who have completed 35 or more seasons of County service as a lifeguard, and who have worked at least 160 hours in the current calendar year, will receive an annual \$1,000 longevity bonus.

C. "Seasons of County service" will, for all years commencing in 2023, mean a year in which the employee worked at least 160 hours in the calendar year.

D. Employees who are entitled to longevity pay after working 160 hours in the current season will be paid by separate check no later than November 30 of that year.

## **8. HOLIDAYS**

Effective January 1, 2025, employees who work more than 160 hours in a season and who work a full shift on Memorial Day, Juneteenth, Independence Day and/or Labor Day will be paid a bonus of an additional one-half times their hourly rate for hours worked up to three (3) Holidays, payable at the same time as longevity payments.

## **9. COMPENSATION: INSURANCE**

### **9.1 Workers' Compensation**

The Office of Insurance and Risk Management and/or the County's insurance carrier will make the determination whether the injury is compensable as defined by the Workers' Compensation Law. In the event that the determination is adverse to the employee and the claim is not accepted, final determination as to the acceptance of the claim and its causal relationship will lie with the decision of the Workers' Compensation Board.

Workers' Compensation will cease if the employee is able to perform a special or lesser assignment or in the event that the Workers' Compensation Board provides for a finding of reduced earning benefits without permanent disability and the employee has failed to appear for the special assignment. If, for any reason, the employer is unable to provide special assignment in accordance with the regulations of the Workers' Compensation Board, full payment will continue per State regulation.

Upon a finding of permanent disability, an employee will cooperate with the County and file for disability retirement pursuant to the provisions of the New York State Retirement System. The employee will allow all medical personnel required to review his/her medical documentation in the process of his/her disability claim.

### **9.2 Liability Coverage**

The County will provide liability protection coverage under its comprehensive liability insurance for all employees acting in the discharge of their duties and within the scope of their employment in accordance with Local Law 6-1985 (See Appendix A).

## **10. TIME FOR PERFORMANCE OF SERVICES**

### **10.1 Work Week/Work Day**

"Full-time" employees are defined as employees who are regularly assigned to work five days/40 hours per week during the season.

The County will determine working hours per day, week and season. The normal work week will continue to be five days/40 hours for all full-time Employees, including 15 minutes before the bathing area is scheduled to open to the public and 15 minutes after it is scheduled to close. The workweek for part-time employees will continue to be agreed upon between the Department and the employee. Preseason training assignments will continue to be scheduled by the County after consultation with the Chief Lifeguard and Assistant Chief Lifeguard.

## **11. UNIFORMS AND EQUIPMENT**

The County will continue to provide each first-season employee with a uniform (two short sleeve tee shirts, one long sleeve tee shirt, one trucker hat, one wide brim hat, one pair of sweatpants, one sweatshirt, two bathing suits, two cover-up shorts, one rash guard, one whistle and one lanyard). Thereafter, each year each lifeguard will be able to receive a long sleeve tee shirt, short sleeve tee shirt, a bathing suit, one pair of shorts, and receive replacement apparel for equipment that no longer fits properly or looks professional as determined by the Chief Lifeguard and agreed upon by the Commissioner.

The County will also continue to provide sunscreen, umbrellas and canopies.

The County will further continue to provide all legally required personal protective equipment (PPE) related to epidemics and pandemics.

The County will also continue to provide and maintain hot-water showers for employees at each beach facility that is open for bathing.

## **12. RETIREMENT**

An Employee's retirement plan will be governed by that section of the Retirement and Social Security Law applicable to the date of his/her entry into the system, subject to all other rules governing the payment of retirement and death benefits therein provided.

### **13. DISPUTES - GRIEVANCE AND ARBITRATION PROCEDURE**

Any and all disputes arising out of or concerning the interpretation or application of the terms of the Agreement will be adjudicated as follows:

**A. Grievances** - An Employee who feels aggrieved will fill out four copies of the standard grievance form, which will be available from his/her Department and/or the Director of Labor Relations. Two copies of the written grievance will be presented to the head of the department, with one being retained by the Department throughout each step of the grievance procedure. The third copy of the grievance will be submitted to the duly elected Association unit representative or to any designated Association representative. The fourth copy will be retained by the Employee.

The Employee will not suffer a loss of pay as a result of time spent attending grievance or arbitration meetings or hearings between the parties.

The Employee, if he/she chooses, may be represented by an Association representative at each step of the grievance and arbitration procedure.

In the interest of uniform procedure and expedient handling, Employees shall present their problems or grievances through regular supervisory channels in the following order and within 60 days from the incident complained about or from the date the incident should have been known to the grievant or the grievance will be deemed waived.

In the case of grievances involving a group of Employees, the Association may present them at the grievance procedure step compatible with the County representative with authority to grant the relief sought. The parties will not unreasonably refuse to consolidate grievances relating to or dealing with the same subject matter.

The Association and County will, in advance of the second step of the grievance procedure, to the extent possible, identify those Employee(s) by name, title and Department for whom the grievance has been presented and the exact nature of the grievance.

In all arbitrations brought pursuant to this Agreement, the legal principle of binding precedent will control as it would in a court of law.

**Step 1:** The Employee will submit the written grievance to the head of the department. Upon receipt of the grievance, the department head or designee will answer the grievance within five working days. The department head or designee will sign and date the written grievance which will contain his/her answer. Failure to answer the grievance will not be deemed a breach of this Agreement. If no answer is given, or if the grievance is not resolved, by this deadline, the Employee will within five (5) additional working days from the time of the submission of the grievance proceed to Step 2. Failure by the Employee to proceed to Step 2 within that period will be deemed acceptance of the answer, if any, and will, in any event, bar further processing of the grievance.

**Step 2:** If the grievance is unresolved, the Employee may, within the additional five working days specified above, submit the grievance to the Director of Labor Relations. The Director of Labor Relations will have 10 working days from the time the grievance is submitted to him/her in which to resolve and/or answer the grievance in writing. If the grievance remains unresolved, the Association or the County may, within 30 calendar days from the time of submission of the grievance, submit the dispute to arbitration. The cost of the arbitration will be borne equally by the Association and the County. If the Association fails to proceed to arbitration within this period, it will be barred from processing the grievance to arbitration. However, if the decision of the Director of Labor Relations is satisfactory to the grieved party or parties, the decision will be final and binding on the County and its representatives.

**B. Arbitration** - Arbitration will be invoked by the Association with notice to the County's Office of Labor Relations, to be sent to the Office by, at a minimum, certified mail, return receipt requested. Within 10 business days of receipt of the Association's written notification that it is invoking arbitration, the Office of Labor Relations will assign the next available arbitrator from the previously agreed upon panel. Arbitrators will continue to be selected on a rotating basis in alphabetical order and written notification of the arbitrator selected will be sent out on the form presently in use by the Office of Labor Relations. The panel of arbitrators will be Phil Maier, Barry Peek and Jay Siegel. Arbitrations will continue to be assigned to arbitrators in the order in which they are received by the Office of Labor Relations. The Office of Labor Relations' assignment of arbitrators will continue to constitute a ministerial act, and will not constitute participation by the County in the arbitration for purposes of preventing the County from filing an application to stay arbitration pursuant to New York Civil Practice Law and Rules Section 7503.

If the County elects to file an application to stay an arbitration, it must do so within 20 calendar days after it is served with the Association's notice of demand for arbitration in accordance with the New York Civil Practice Law and Rules Section 7503. The arbitrator, as selected, will hear and decide and render his/her decision with respect to the dispute within 30 days from the date of its "submission to arbitration," except if otherwise actually agreed upon by the parties.

1. The arbitrator will have the power to summon, question and examine any Employee and to require production of books, papers or other evidence as he/she may deem necessary.

Any arbitrator(s) may be removed from the panel by a party upon written notice to the other to be received by that party by not later than December 1 each calendar year. Should this occur, the parties will immediately meet to attempt to agree upon a replacement(s). Failure to agree upon a replacement(s) will not be subject to the grievance or arbitration procedure, PERB or court jurisdiction, or other third party review, except that, if the panel contains fewer than three names for one or more months, then a party will have the unilateral option, on written notice to the other, to replace the panel for grievances not then pending with arbitration through the AAA.

2. The arbitrator will make final and binding decisions on all matters of procedure before him/her.

3. The arbitrator will have the opportunity to make a final and binding decision upon any timely and properly presented claim by either party that the other has violated this agreement, except that the arbitrator will not have authority respecting any matter as to which (a) the County retains exclusive rights pursuant to Section 3 of this Agreement or by operation of law or otherwise; or (b) another method of review is prescribed or made applicable by law or rule or regulation having the force and effect of law. The arbitrator will be without power or authority to make any decision that requires the County to commit an act prohibited or affirmatively permitted by law or rule or regulation having the force and effect of law or that violates or adds to any provision of this Agreement or any validly existing rule or regulation of the County. On application of the County to the New York Supreme Court within 90 days after its delivery, the decision of an arbitrator may be vacated on the ground that it violates this paragraph or on any ground upon which relief may be sought pursuant to Civil Practice Law and Rules Section 7511 or 7803.

4. Findings and decisions are to be transmitted to the Association and the County and will be enforced by them respectively, as the case may be.

5. The costs of the services of the arbitrator will be shared equally by the parties.

#### **14. DUES DEDUCTIONS**

A. The County agrees to deduct from the salaries of its employees part-time membership dues and/or life, sickness and accident premiums for the Association from employees who voluntarily and individually authorize the County to deduct and to transmit monies to the Association and in a manner consistent with the law. The County will provide the Union with a written list of dues collected.

B. The Association assumes full responsibility for the disposition of the funds so deducted once they are turned over to the Association.

#### **15. PERSONNEL FILES**

A. Upon request and at reasonable intervals of time, an Employee will be permitted to examine his/her personnel file.

B. Employees will be permitted to reproduce, once a year, upon their request, any material in their personnel file.

#### **16. MISCELLANEOUS**

A. **Association Contact** - A representative of the Association shall be permitted to make one contact during regular hours with each new employee to explain the Association's role as the employee's bargaining agent and to orient the employee with respect to benefits available. The Association's representative will make this contact during his/her allotted release time. The new employee will be using his/her own time (for example, lunch breaks), not County time. The Association will be notified of each new employee by not later than the end of the first payroll period.

B. **Health and Safety** - It is the obligation of the County to provide a safe and healthy work environment for all employees and to make every effort to ensure safe and healthy working conditions. The County

will direct supervisors to furnish forms for workers' compensation claims to employees who are injured on the job who request the forms.

1. All disputes and disagreements arising pursuant to health and safety clauses of this Agreement, if not disposed of by the Health and Safety Oversight Committee, will proceed to the Health and Safety Grievance Board according to LL 10-1982 resolution N. 904-85 for appropriate recommendations for resolution.

C. **Job Evaluations** - The County may implement procedures for job evaluations in any or all areas of the County in which no procedure is currently in effect, and may revise those procedures where they currently exist. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, job evaluation policies and procedures.

D. **Attendance Control** - The County may implement an Employee sign-in/sign-out procedure in any or all areas of the County in which no procedure is currently in effect, and may revise those procedures where they currently exist. When implemented, the County will furnish the relevant written procedures to the Association. This paragraph satisfies the County's duty, if any, to negotiate regarding the County's decision to implement, and the impact of the implementation of, sign-in/sign-out policies and procedures.

E. **Certification and Testing** - The County will provide access to a pool for certification and testing purposes. The County will provide training to employees for Cardiopulmonary Resuscitation (CPR), Stillwater Lifeguard and Ocean Lifeguard certifications. These certifications may only be used for County employment purposes.

F. **Promotion/Advancement** - Effective January 1, 2023, Still Lifeguards and Ocean Lifeguards, who have worked at least 160 hours in the previous season will move up in the pay scale. Any employee who moved up a step in 2023 will remain on that step in 2023, and then will resume step movement, if eligible for same, in 2024. The County will determine the appropriate number of Sr Lifeguards at every level of the pay scale and will have sole discretion to make those appointments after consultation with the Chief Lifeguard.

G. **Payday** - Effective May 8, 2025, the County may make one permanent change to when SPLA members are paid from Thursday to the following Friday, Monday or Tuesday. Alternatively, the County, at its discretion may implement a two-week lag payroll.

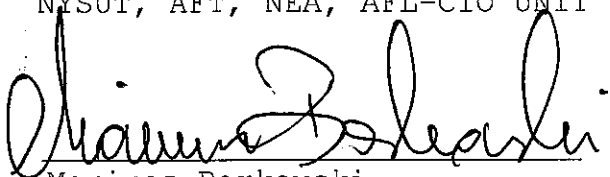
17. This Agreement and all provisions herein are subject to all applicable laws and, in the event any provision(s) of this Agreement is determined to be invalid or in violation of any law, the provision(s) will not be binding on either of the parties, but the remainder of this Agreement will remain in full force and effect as if the invalid or illegal provision(s) had not been part of this Agreement. In that event, the parties will commence bargaining for the purpose of agreeing upon a substitute valid provision(s), which will then be included in the Agreement. If, within 60 days of the commencement of bargaining, the parties are unable to reach agreement on a substitute valid provision(s), then the matter will be referred to arbitration in accordance with the provisions of this Agreement.

Except as otherwise herein specifically provided, nothing herein will be deemed to impair any existing conditions of employment more beneficial than those provided herein.

Except as otherwise herein, the terms of this Agreement shall become effective for a period from January 1, 2025 through December 31, 2029.

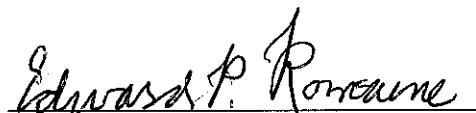
IN WITNESS WHEREOF, the parties have duly executed this agreement this \_\_\_ day of July, 2025.

SMITH POINT LIFEGUARD ASSOCIATION,  
NYSUT, AFT, NEA, AFL-CIO UNIT

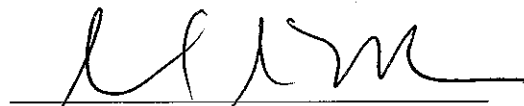


Mariusz Borkowski  
President

COUNTY OF SUFFOLK



Edward P. Romaine  
Suffolk County Executive



Jennifer K. McNamara, Esq.  
Director, Labor Relations

**APPENDIX A**

Intro Res. No. 1296-85

Laid on Table 3/26/85

Introduced by the Presiding Officer at the request of the County Executive.

RESOLUTION NO. 262 - 1985, ADOPTING LOCAL LAW NO. 6 YEAR 1985, A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, A LOCAL LAW TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on March 26, 1985, a proposed local law entitled, "A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES", and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. 6 YEAR 1985, SUFFOLK COUNTY, NEW YORK.  
A LOCAL LAW AMENDING LOCAL LAW NO. 30-1981, TO PROVIDE FOR THE DEFENSE AND REIMBURSEMENT OF LEGAL FEES OF COUNTY EMPLOYEES IN CONNECTION WITH LAWSUITS ARISING OUT OF THE PERFORMANCE OF PUBLIC DUTIES OR RESPONSIBILITIES

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK as follows:

**S1. Local Law 30-1981 is hereby amended to read as follows:**

**Section 1.** Legislative Findings

This Legislature hereby finds that County employees are currently subject to numerous lawsuits in connection with the performance of their routine duties and responsibilities.

This Legislature further finds that the courts have held that the defense of certain employees by the County Attorney's Office upon occasion constitutes a conflict of interest due to the divergent interests of the multiple defendants in complex litigation.

Therefore, the purpose of this legislation is to eliminate such a conflict by providing for appropriate defense counsel of one's own choosing for employees under such circumstances.

**Section 2.** Definitions

Section 2 of Local Law No. 30-1981 is hereby amended to read as follows:

As used in this law, unless the context otherwise requires: (a) the term "employees" shall mean any person holding a position by election, appointment, or employment in the service of the County of Suffolk, including, but not limited to, volunteers, any person not compensated for his or her services, and any member of any Board or Agency appointed by the County Executive and/or the Legislature, but shall not include an independent contractor. The term "employees" shall include a former employee, his estate or judicially appointed personal representative (b) the term "County" shall mean the County of Suffolk (c) the term "Legislature" shall mean the Suffolk County Legislature.

**Section 3.** Amendment

Section 3 of Local Law No. 30-1981, is hereby amended to read as follows:

(a) Upon compliance by the employee, peace officer or legislator with the provisions of section 3 of this Law, the County shall provide for the defense of the employee in any civil action or proceeding in any state or federal court of administrative agency arising out of any alleged act or omission which occurred or is alleged in the complaint to have occurred while the employee was acting, or in good faith purporting to act, within the scope of his public employment or duties, or which is brought to enforce any provisions of Sections 1981 through 1988 of Title 42 of the United States Code. This defense shall not be provided where such civil action or proceeding is brought by or on behalf of the County or any agency of the County. The determination of an issue of whether or not an employee was acting within the scope of his public employment or duties at the time of the occurrence, act or omission giving rise to a claim shall be made in the first instance by the County Attorney.

(b) Subject to the conditions set forth in this Law, the employee shall be represented by the County Attorney or an attorney employed or retained by the County for the defense of the employee. The County Attorney shall employ or retain any attorney for the defense of the employee whenever (1) the County attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inappropriate, (2) a court of competent jurisdiction determines that a conflict of interest exists and that the employee cannot be represented by the County Attorney, or (3) the County Attorney determines, based upon an investigation and review of the facts and circumstances of the case, that representation by the County Attorney would be inadvisable due to the unavailability of resources in the Department of Law.

(c) If an employee is entitled to representation by private counsel pursuant to Section 3 (b) of this Law, the County Attorney shall notify the employee in writing of such determination. The employee shall be entitled to select an attorney of his choice as private counsel provided, however,

(i) The County Attorney, upon review of the credentials of said attorney, approves said attorney as qualified to litigate such matters and,

(ii) The County Attorney determines in advance the fee to be paid for such representation, and provided further

( ) that no attorney with interests adverse to or in conflict with the County be selected or permitted to represent employees covered by this Law. It shall be the responsibility of the County Attorney to determine when an adverse interest exists which would cause the disqualification of any attorney. Reasonable attorney's fees as determined by the County Attorney and litigation expenses shall be paid by the County to such attorney employed or retained, from time to time, during the pendency of the civil action or proceeding. Payment of such fees and expenses shall be made in the same manner as other claims and expenses of the County. Any dispute with respect to representation of multiple employees by the County Attorney or by an attorney employed or retained for such a purpose or with respect to the amount of the fees or expenses, shall be resolved by the Court.

(d) Where the employee delivers process and a request for defense to the County Attorney as required by Section 4 of this law, the County Attorney shall take the necessary steps, including the retention of an attorney under the terms and conditions provided in Section 3 (b) and (c) of this Law, on behalf of the employee to avoid entry of a default judgment, pending resolution of any question relating to the obligation of the County to provide a defense.

(e) In the event that the act or omission upon which the court proceeding against the employee is based was or is also the basis of a disciplinary proceeding by the employee's Department or agency against the employee, then representation by the County Attorney may be withheld (i) until such disciplinary proceeding has been resolved and (ii) unless the resolution of the disciplinary proceeding exonerates the employee as to such act or omission.

#### **Section 4. Beneficiaries**

The benefits of the amendments contained in this Law shall be extended to all employees, including any employee in a negotiating unit for which an agreement has been negotiated pursuant to CIVIL SERVICE LAW, Article 14, regardless of whether such agreement expressly so provides, any language in Section 6 of Local Law No. 30-1981 to the contrary notwithstanding.

**Section 5.** Separability

If any provision of this Law, or the application thereof to any person or circumstance, be held unconstitutional or invalid in whole or in part by any court of competent jurisdiction, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this Law or the application of any such provision to any other person or circumstance.

**Section 6.** Recovery of Fees, Sanctions & Costs

Any County employee, for whom and on whose behalf a defense is provided by the County, pursuant to the provisions of this local law, shall promptly remit to the County Treasurer any award of fees, sanctions or costs made to such employee, unless otherwise directed by the Court.

**S2. Effective Date and Applicability**

This local law shall take effect upon filing in the office of the Secretary of State. The provisions of this local law are deemed remedial in nature and effect, and shall be applied to every action or proceeding hereafter commenced; or which is pending before a Court, or, for the appeal of any order or judgment in which time has not yet expired, at the time this local law takes effect.

**APPENDIX "B"**

	1/1/25	1/1/26	1/1/27	1/1/28	1/1/29
OCEAN GUARD I	\$23.18	\$24.18	\$24.66	\$25.15	\$25.65
OCEAN GUARD II	\$23.69	\$24.69	\$25.18	\$25.68	\$26.19
OCEAN GUARD III	\$24.20	\$25.20	\$25.70	\$26.21	\$26.73
OCEAN GUARD IV	\$24.71	\$25.71	\$26.22	\$26.74	\$27.27
OCEAN GUARD V	\$25.73	\$26.73	\$27.26	\$27.81	\$28.37
SENIOR GUARD I	\$25.99	\$26.99	\$27.53	\$28.08	\$28.64
SENIOR GUARD II	\$27.01	\$28.01	\$28.57	\$29.14	\$29.72
SENIOR GUARD III	\$29.05	\$30.05	\$30.65	\$31.26	\$31.89
SENIOR GUARD IV	\$31.60	\$32.60	\$33.25	\$33.92	\$34.60
STILL WATER GUARD I	\$20.38	\$20.79	\$21.21	\$21.63	\$22.06
STILL WATER GUARD II	\$20.63	\$21.04	\$21.46	\$21.89	\$22.33
STILL WATER GUARD III	\$21.14	\$21.56	\$21.99	\$22.43	\$22.88
STILL WATER GUARD IV	\$21.65	\$22.08	\$22.52	\$22.97	\$23.43
STILL WATER GUARD V	\$21.91	\$22.35	\$22.80	\$23.26	\$23.73

SUFFOLK COUNTY WITH SMITH POINT LIFEGUARD ASSOCIATION

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