

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK**

-----x  
KENNETH GREENBERG

Plaintiff/Petitioner,

-against-

Index No. 610524/2017

COUNTY OF SUFFOLK, SUFFOLK COUNTY  
DETECTIVES ASSOCIATION, INC., et al.,

-----x  
Defendant/Respondent.

**NOTICE OF COMMENCEMENT OF ACTION SUBJECT  
TO MANDATORY ELECTRONIC FILING**

PLEASE TAKE NOTICE that the matter captioned above has been commenced as an electronically filed case in the New York State Courts Electronic Filing System ("NYSCEF") as required by CPLR § 2111 and Uniform Rule § 202.5-bb (mandatory electronic filing). This notice is being served as required by that rule.

NYSCEF is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and unrepresented litigants who have consented to electronic filing.

Electronic filing offers significant benefits for attorneys and litigants, permitting papers to be filed with the County Clerk and the court and served on other parties simply, conveniently, and quickly. NYSCEF case documents are filed with the County Clerk and the court by filing on the NYSCEF Website, which can be done at any time of the day or night on any day of the week. The documents are served automatically on all consenting e-filers as soon as the document is uploaded to the website, which sends out an immediate email notification of the filing.

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**Parties represented by an attorney:** An attorney representing a party who is served with this notice must either: 1) immediately record his or her representation within the e-filed matter on the NYSCEF site; or 2) file the Notice of Opt-Out form with the clerk of the court where this action is pending. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the operational knowledge to comply with e-filing requirements. [Section 202.5-bb(e)]

**Parties not represented by an attorney: Unrepresented litigants are exempt from e-filing. They can serve and file documents in paper form and must be served with documents in paper form.** However, an unrepresented litigant may participate in e-filing.

For information on how to participate in e-filing, unrepresented litigants should contact the appropriate clerk in the court where the action was filed or visit [www.nycourts.gov/efileunrepresented](http://www.nycourts.gov/efileunrepresented). Unrepresented litigants also are encouraged to visit [www.nycourthelp.gov](http://www.nycourthelp.gov) or contact the Help Center in the court where the action was filed. An unrepresented litigant who consents to e-filing may cease participation at any time. However, the other parties may continue to e-file their court documents in the case.

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: 06/05/2017

\_\_\_\_\_  
/s

Signature

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Suffolk County Correction Officer's Association, Inc.

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9/3/15



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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF SUFFOLK

-----X  
KENNETH GREENBERG,

Index No.: 610524/2017

Date Filed: 06/05/2017

Plaintiff,

**COMPLAINT**

-against-

COUNTY OF SUFFOLK, SUFFOLK COUNTY  
DETECTIVES ASSOCIATION, INC., SUFFOLK  
COUNTY SUPERIOR OFFICERS ASSOCIATION,  
INC., SUFFOLK COUNTY CORRECTION  
OFFICER'S ASSOCIATION, INC.,

Defendants.

-----X  
Plaintiff, KENNETH GREENBERG, by his attorneys, CAMPOLO, MIDDLETON &  
McCORMICK, LLP, as and for his Complaint against Defendants COUNTY OF SUFFOLK,  
SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC., SUFFOLK COUNTY  
SUPERIOR OFFICERS ASSOCIATION, INC., SUFFOLK COUNTY CORRECTION  
OFFICER'S ASSOCIATION, INC., (collectively referred to as "Defendants") alleges upon  
information and belief as follows:

**NATURE OF ACTION**

1. This is an action for declaratory judgment and related relief based upon the  
Defendants' collective bargaining agreements and amendments that require the County of  
Suffolk to pay Suffolk County employees public funds to work and perform services for the  
respective unions, which work and services do not benefit the public. This has resulted in the  
County of Suffolk paying taxpayer dollars to Suffolk County employees to perform private  
union work for the Defendants that does not serve a public purpose or benefit the public.

2. Opinion Number 68-642 from the New York State Office of the State Comptroller provides “[a] county may not legally contract...to carry a policeman, who is the president of the county Policemen’s Benefit Association, on the county payroll while relieving him of police force duties for the purpose of devoting full time to PBA activities.”

3. This action seeks judgment declaring that the County of Suffolk’s compensation of County employees while such employees are on administrative leave, or full time leave, to negotiate and administer the Defendants’ collective bargaining agreements, which does not serve a public purpose or provide a benefit to the public, is unconstitutional in violation of Article VIII, Section I of the New York State Constitution (the “Gift Clause”), and for a permanent injunction restraining and enjoining the Defendants from compensating County of Suffolk employees while they are not performing their regular duties that benefit the public and are instead performing union duties and work.

#### PARTIES

4. Plaintiff, KENNETH GREENBERG (“Plaintiff”), is, and at all relevant times herein was, an individual residing in Suffolk County, New York.

5. Defendant COUNTY OF SUFFOLK (the “County”) is a political subdivision of the State of New York and a governmental entity existing under and by virtue of the laws of the State of New York.

6. Upon information and belief Defendant SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC. (the “SDA”) is an association duly incorporated pursuant to the Membership Corporation Law of New York State, with a principal place of business in Suffolk County, New York.

7. Upon information and belief, the SDA is a private corporation and its members are private individuals.

8. Upon information and belief Defendant SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION, INC., (the "SOA") is an association duly incorporated pursuant to the Membership Corporation Law of New York State, with a principal place of business in Suffolk County, New York.

9. Upon information and belief, the SOA is a private corporation and its members are private individuals.

10. Upon information and belief, Defendant SUFFOLK COUNTY CORRECTION OFFICER'S ASSOCIATION, INC. (the "COA") is an association duly incorporated pursuant to the Membership Corporation Law of New York State, with a principal place of business in Suffolk County, New York.

11. Upon information and belief, the COA is a private corporation and its members are private individuals.

#### JURISDICTION AND VENUE

12. This Court has subject-matter jurisdiction over this matter as Plaintiff seeks a declaratory judgment pursuant to CPLR 3001.

13. Venue is properly laid in this Court, pursuant to CPLR 503, because the Defendants' principal places of business are in Suffolk County, New York.

14. Plaintiff has standing because he is a taxpayer residing in the County of Suffolk and pays Suffolk County taxes.

#### STATEMENT OF FACTS

15. Defendant County is a local government.

16. Upon information and belief, Defendants SDA, SOA, and COA (collectively referred to as the "Union Defendants") each represent certain County employees.

17. Upon information and belief, the Union Defendants are all local public sector unions for County employees.

18. Upon information and belief, the members of the Union Defendants are all present employees of the County and are compensated by the County.

19. The Gift Clause prohibits state and local governments from giving gifts or loans of money or credit to private corporations or individuals.

20. The County is a local government and the Gift Clause prohibits the County from giving gifts or loans of public money or property to an individual or private corporation.

21. The Union Defendants each have members who perform certain services to benefit the Union Defendants and their County-employee members, which do not benefit the public.

**A. Defendant SDA**

22. Upon information and belief on November 26, 2013, the County and the SDA entered into a written collective bargaining agreement (the "SDA Agreement").

23. Upon information and belief, the term of the SDA Agreement is from January 1, 2011 to December 31, 2018.

24. Upon information and belief, the SDA represents certain County employees in the Suffolk County Police Department.

25. Upon information and belief, in consideration of the promises and mutual covenants in the SDA Agreement, the County and the SDA agreed, *inter alia*, that the SDA Agreement "encompass[es] the rates of wages and the conditions of employment of all

Employees of the Department [Suffolk County Police Department] who have the designation of Detective.”

26. Pursuant to the SDA Agreement, the County recognizes the SDA “as the exclusive bargaining representative of said Employees for purposes of negotiating collectively with the County in determination of their terms and conditions of employment.”

27. Section 8(a) of the SDA Agreement provides the following:

“During actual negotiating sessions between representatives of the Association and the County for renewal, changes, or a new Collective Bargaining Agreement, the negotiators for the Association will be assigned to the day shift and will be excused from their duties, provided that the periods of negotiating are reasonable and necessary, and provided further that the number of negotiators will not exceed four. A day spent in negotiating, regardless of the hours actually spent, will be considered a regular tour worked.”

28. Section 8(b) of the SDA Agreement provides the following:

“The President of the Association and two additional members of the Board of Governors, to be specified by the President, will be on full-time release for Union business to administer this Agreement and to execute the duties of their office and will be excused from their regular duties without loss of pay or benefits including, but not limited to, the 10 hour extraordinary night differential (presently 12%), clothing and cleaning allowance and the highest supplementary wage available pursuant to the Agreement. All other members of the Association Board of Governors will be entitled to the 10 hour extraordinary night chart differential (presently 12%). In the event the President of the Association is absent for a period in excess of 20 days due to illness, the President may designate a Board member to be released for Union business until the President's return.

The President of the Association on full-time release will receive a wage supplement of 6.5 hours per week. The two designated Board members on full-time release will receive a wage supplement of three hours per week.”

29. Section 8(c) of the SDA Agreement provides the following:

“Members of the Board of Governors (maximum of 12 members) will be assigned to the day tour, and will be excused from duty on the day on which meetings are to be held, so that they are able to attend meetings of the Board of Governors, Membership meetings and Committee meetings dealing with the administration of this Agreement, and will not be required to perform any additional service to make up for time spent in attendance at the meetings.

There will be an administrative bank of 350 days of release time annually for conducting Union business, exclusive of the full-time release members. These administrative leave days will be used by Employees at the discretion of, and as designated by, the Association President. The President will inform the Director of Labor Relations in writing at least one week prior to an Employee being released for Union business. For additional days above the maximum, the Association must request in writing and receive approval of the Director of Labor Relations. The Association is not required to utilize bank days for any joint County/Association Committees including, but not limited to, Grievances/Labor-Management, Deferred Compensation, Pre-Tax Flexible Benefits, Negotiations, Health Insurance Oversight, Health and Safety, Uniform and Equipment, and/or Benefit Fund meetings. When the Association schedules Board meetings on days celebrated as holidays or when the meeting days will incur overtime, the Board members in attendance will not be entitled to overtime compensation.

The County will grant eight hours of compensatory time off to Board members who attend regularly scheduled authorized Board meetings on their regular days off.

The County will not charge the Administrative leave pool for any time whenever a Board member attends a regularly scheduled Board meeting on his/her regular day off. Any time that may have been charged against the pool hours will be restored.”

30. Upon information and belief, on or about May 22, 2014, the SDA and the County agreed to amend the SDA Agreement in a written Memorandum of Agreement (“SDA Amendment”).

31. Upon information and belief, the County and the SDA entered into the SDA Amendment to modify the SDA Agreement to give the SDA President power and discretion to

designate one additional member of the "SDA Board of Governors to be excused from regular duties to perform SDA duties."

32. Pursuant to the SDA Amendment, the SDA and the County agreed that the additional designated member will receive all pay and benefits provided to the other members of the SDA Board of Governors who are excused from their regular duties as set forth in Section 8 of the SDA Agreement.

33. Upon information and belief, the members of the SDA who are on full-time release pursuant to Section 8(b) of the SDA Agreement perform union business and services for the SDA, including administering and dealing with the administration of the SDA Agreement, on a full-time basis and do not perform services that benefit the public while performing union business and administering the SDA Agreement.

34. Upon information and belief, the members of the SDA who are members of the Board of Governors of the Association pursuant to Section 8(c) of the SDA Agreement do not perform services that benefit the public while "dealing with the Administration of this Agreement" and while conducting "Union business."

35. Upon information and belief, the full-time release members pursuant to Section 8(b) of the SDA Agreement, are paid from public funds for their time spent administering and dealing with the administration of the SDA Agreement and conducting Union business.

36. Upon information and belief, when members of the SDA elect to use the "release time" pursuant to Section 8(c) of the SDA Agreement, the members of the SDA conduct Union business and do not perform work that benefits the public and are not required to perform additional service to make up for time spent conducting Union business.

37. Upon information and belief, when members of the SDA are members of the Board of Governors of the Association or use "release time," they are administering the SDA Agreement and conducting union business against the interest of the County taxpayers and Plaintiff.

**B. Defendant SOA**

38. Upon information and belief, in or about 2010, the SOA and the County entered into a written collective bargaining agreement (the "SOA Agreement").

39. Upon information and belief, the term of the SOA Agreement was from January 1, 2008 to December 31, 2010.

40. Upon information and belief, on February 7, 2014, the County and the SOA entered into a written "Stipulation of Agreement Between the County of Suffolk and Suffolk County Superior Officers Association" (the "SOA Amendment") modifying the SOA Agreement and extending the term of the SOA Agreement until December 31, 2018.

41. The SOA Amendment provided that all provisions of the SOA Agreement "shall remain unchanged except as specifically modified herein."

42. The SOA represents Superior Officers of the Suffolk County Police Department including all Sergeants, Lieutenants, Captains, Deputy Inspectors, Inspectors, Deputy Chiefs, Assistant Chiefs, Chiefs, Chief of Department, and Detectives in any of the foregoing grades ("SOA Employees").

43. Pursuant to the SOA Agreement, the County recognizes the SOA "as the exclusive representative of these employees for purposes of collective bargaining in determining the terms and conditions of employment and the administration of grievances arising thereunder."

44. Section 23 of the SOA Agreement provides the following:

Members of the Association's Board of Directors will be excused from duty on the day meetings are to be held so that they are able to attend meetings of the Board of Directors and membership meetings and will not be required to perform any additional services to make up for the time spent in attendance at these meetings. Members of the Board of Directors will be excused from duty when necessary to attend committee meetings or when dealing with the administration of this Agreement and will not be required to perform any additional services to make up for time spent in attendance at the meeting.

If a member of the Board of Directors (maximum members) is assigned to an 11 to 7, Midnight to 8 or a of 18 1 to 9 tour of duty and 12 to 8 tour and there is a Board of Directors and/or an open meeting to be attended, he/she will be entitled to have the day of the meeting off and, at his/her sole option, if assigned to work on those days, either the day before or the day after the day of the meeting.

Board members who attend scheduled Board Meetings on their regular days off will receive compensatory time for that time. This time will not be payable in cash at any time, but it may be carried forward to succeeding years. This compensatory time will not be granted at times when it will require overtime for a replacement. This will be subject to Section 26 (E).

45. Section 23(B) of the SOA Agreement provides that “[a]ssociation negotiators will be excused from their duties for purposes of carrying on actual collective negotiations, provided the number of negotiators so excused will not exceed five.”

46. Section 23(C) of the SOA Agreement provides that “[a]n Association negotiating team member will be excused from regular duty on days of negotiations. A day spent negotiating, regardless of the hours actually spent, will be considered a regular tour worked.”

47. Section 23(D) of the SOA Agreement provides the following:

“The Association President and up to two other Association officers, chosen by the President, will be excused from their regular duties during the year, without the loss of pay or benefits, to administer this Agreement and to execute the duties of their office. These full-time officers will receive the highest

supplementary wage available pursuant to the Agreement and the highest of base pay shift differential pay. Effective January 1, 2008, the Association President will receive a stipend of 6.5 straight-time hours a week, and the First and Second Vice-Presidents a stipend of 3.0 straight-time hours per week.”

48. The SOA Amendment did not modify the sections of the SOA Agreement relating to union leave or release time, including Section 23 of the SOA Agreement.

49. Upon information and belief, the members of the SOA who have full-time positions with the SOA pursuant to Section 23(D) of the SOA Agreement do not perform work that benefits the public and are not required to perform additional service to make up for time spent conducting union business.

50. Upon information and belief, members of the SOA who are excused from performing regular duties to attend committee meetings, to negotiate for the SOA, or to administer the SOA Agreement pursuant to Section 23(A) of the SOA Agreement do not perform work that benefits the public, and are not required to perform additional service to make up for time spent conducting union business.

51. Upon information and belief, members of the the SOA are paid from public funds to administer the SOA Agreement and perform union duties pursuant to Section 23 of the SOA Agreement.

**C. Defendant COA**

52. Upon information and belief, on June 5, 2015, the County and the COA entered into a written collective bargaining agreement (the “COA Agreement”).

53. Upon information and belief, the term of the COA Agreement is from January 1, 2011 to December 31, 2018.

54. The COA represents public employees in the Sheriff's Office of Suffolk County, including Correction Officer I, Correction Officer II, Correction Officer III and Correction Officer IV, Deputy Warden, and all employees in the title of Warden on September 17, 2012 ("COA Employees").

55. The COA is recognized by the County as the COA Employees' representative for the purpose of collective bargaining.

56. The COA Agreement sets forth the amount of wages to be paid to the COA Employees and the terms and conditions under which the COA Employees work and perform their duties.

57. Section 8.5(C) of the COA Agreement provides for "administrative leave" for members to perform COA business.

58. Section 8.5(C)(1) of the COA Agreement provides the following:

The Association's negotiating team will be granted administrative leave for all time necessary to attend actual negotiating sessions. This attendance is considered as, and recognized to be, a part of the regular County duties of the members, notwithstanding position duty statements. The membership of the negotiating team will not exceed five members, who will be granted full release for these negotiations. Other members of the Association's Board may attend these negotiating sessions, but on their own time.

59. Section 8.5(C)(2) of the COA Agreement provides the following:

**"Administrative Pool Time** - An annual pool of 100 days of release time (effective June 16, 2015, 200 days [prorated for 2015]) will be established for conducting union business. These days will be used by Association members designated by the President of the Association. Any time off for administrative leave must be requested in writing and be in the Office of Labor Relations at least one week prior to the requested leave date. Failure to do so may result in the denial of the request. In addition, denial of administrative leave requests may result if the absence of the affected employee (s) would adversely affect the operations of the Sheriff's Office."

60. Section 8.5(C)(3) of the COA Agreement provides the following:

**Full-Time Release** - The Association's President will be granted full-time release and will designate two representatives who will be recognized as full-time release members responsible for implementing and carrying out the terms and conditions of the Agreement. These duties will be recognized as time worked, completing job requirements with the County. The Representatives so designated will continue to receive all applicable benefits and protection under the Agreement.

The three full-time release members of the Association will receive compensation in lieu of overtime pay, as set forth in Section 6.8. Effective December 31, 2010, the COA President will receive a compensation adjustment of salary at the next highest indexed rank. All full-time release representatives will be entitled to receive the highest differential, step, allowance and stipend for their position. However, this agreement will not incorporate the following phrase contained in Section 6.8 of the Agreement: "It is further understood that this provision is subject to the parties' obligation to comply with the provisions of the Fair Labor Standards Act and it is intended that if applicable, the stipend and compensatory time be used as a set-off against any overtime liability." Further this agreement reaffirms the parties' agreement that time worked on full-time union release, notwithstanding anything to the contrary in the Agreement, does not count for Fair Labor Standards Act purposes."

61. Upon information and belief, the members of the COA who have full-time positions with the COA do not perform any work that benefits the public and are not required to perform additional service to make up for time spent conducting union business.

62. Upon information and belief, the members of the COA who are granted full-time release pursuant to Section 8.5(C)(3) of the COA Agreement to implement and carry out the terms and conditions of the COA Agreement do not perform services that benefit the public while on full-time release.

63. Upon information and belief, the members of the COA who are granted administrative leave pursuant to Section 8.5(C)(1) of the COA Agreement to attend actual

negotiating sessions do not perform services that benefit the public while on administrative leave.

64. Upon information and belief, the members of the COA who take administrative leave pursuant to Section 8.5(C)(2) of the COA Agreement to conduct union business, do not perform services that benefit the public while on administrative leave.

65. Upon information and belief, members of the the COA are paid from public funds for their time administering the COA Agreement, negotiating on behalf of COA members, and conducting union business, none of which benefit the public, and are not required to perform additional service to make up for time spent conducting Union business.

66. The Plaintiff has no adequate remedy at law.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Violation of the Gift Clause against the County)**

67. Plaintiff hereby repeats, reiterates, and realleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

68. The facts set forth in the paragraphs above establish that the County violated and continues to violate Article VIII, Section 1 of the New York Constitution.

69. Article VIII, Section I of the New York Constitution states in pertinent part:

“No county, city, town, village or school district shall give or loan any money or property to or in aid of any individual, or private corporation or association, or private undertaking, or become directly or indirectly the owner of stock in, or bonds of, any private corporation or association . . . .”

70. The County is a public entity.

71. Upon information and belief, the County pays the County-employee members of the Union Defendants from public funds for time spent administering the Union Defendants' collective bargaining agreements and conducting the Union Defendants' union business.

72. The County is in violation of the Gift Clause because it entered into the SDA Agreement and the SDA Amendment with the SDA, and Section 8 of the SDA Agreement and the SDA Amendment require the County to compensate, and the County does compensate, County employees with public funds for the time spent by those employees administering the SDA Agreement and conducting Union business for the SDA, and not working for the County, which does not benefit the public or Plaintiff.

73. The County is in violation of the Gift Clause because it entered into the SOA Agreement and the SOA Amendment with the SOA, and Section 23 of the SOA Agreement requires the County to compensate, and the County does compensate, County employees with public funds for the time spent by those employees attending SOA meetings, negotiating for the SOA, and administering the SOA Agreement, and not working for the County, which does not benefit the public or Plaintiff.

74. The County is in violation of the Gift Clause because it entered into the COA Agreement with the COA, and Section 8.5(C) of the COA Agreement requires the County to compensate, and the County does compensate, County employees with public funds for the time spent by those employees performing COA business, negotiating for the COA, and administering the COA Agreement, and not working for the County, which does not benefit the public or Plaintiff.

75. The compensation of the individual members of the Union Defendants pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and

Section 8.5(C) of the COA Agreement for paid union leave, full-release time, or administrative leave to perform union business or administer the Union Defendants' collective bargaining agreements, and not perform work for the County, involves the transfer of public funds to the Union Defendants and their private individual members.

76. The compensation of the individual members of the Union Defendants pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement provides a private benefit to the Union Defendants and their private individual members.

77. The Union Defendants' individual members are not required to work for the County or to provide services to the County in exchange for the payment from public funds while on "release time" or "administrative leave" or "union leave" pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement.

78. Thus, the County makes payments, from public funds, to the Union Defendants' individual members for which the County and the public receive no benefit.

79. The County's actions in paying certain employees from public funds to perform the union business of the Union Defendants and to administer the collective bargaining agreements of the Union Defendants violates the New York State Constitution Gift Clause.

80. Pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement, the County compensates the individual members of the Union Defendants to negotiate for increased benefits and wages for the private members of the Union Defendants, which does not serve a public purpose or provide any benefit to the public.

81. Accordingly, the County entered into Section 8 of the SDA Agreement and the SDA Amendment, and makes payments from public funds thereunder in violation of the Gift Clause.

82. The County entered into and makes payments from public funds pursuant to Section 23 of the SOA Agreement in violation of the Gift Clause.

83. The County entered into and makes payments from public funds pursuant to Section 8.5(C) of the COA Agreement in violation of the Gift Clause.

84. As such, the Plaintiff respectfully demands that Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement related to release time and administrative leave be vacated and annulled and declared as unconstitutional as they permit and require the County and the Union Defendants to violate the New York State Constitution Gift Clause.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Violation of the Gift Clause against the SDA)**

85. Plaintiff hereby repeats, reiterates, and realleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

86. The facts set forth in the paragraphs above establish that the SDA violated and continues to violate Article VIII, Section 1 of the New York Constitution.

87. The County is a public entity and provides wages for the County-employee members of the SDA, who are compensated by the County from public funds pursuant to Section 8 of the SDA Agreement and the SDA Amendment to conduct union business and to administer the SDA Agreement, and not perform work for the County, which work does not serve a public purpose or benefit the public.

88. Upon information and belief, Section 8 of the SDA Agreement and the SDA Amendment permit the transfer of public funds, and the County does transfer public funds, to private individual members of the SDA, and such transfer does not serve a public purpose or provide a benefit to the public.

89. Upon information and belief, the County's compensation of the SDA's individual members pursuant to Section 8 of the SDA Agreement and the SDA Amendment provides a private benefit to the SDA and its members, which does not serve a public purpose or provide a benefit to the public.

90. Upon information and belief, the County's compensation of the SDA's members pursuant to Section 8 of the SDA Agreement, which provides for full-release time and administrative leave to allow members of the SDA to conduct union business and to administer the SDA Agreement, does not serve any public purpose or provide a benefit to the public.

91. Upon information and belief, the County's compensation of the SDA member pursuant to the SDA Amendment, which provides for an additional member of the SDA to be released full-time from regular duties to conduct union business, does not serve any public purpose or provide a benefit to the public.

92. Upon information and belief, the SDA individual members do not provide services to the County in exchange for compensation from public funds while conducting union business and administering the SDA Agreement pursuant to Section 8 of the SDA Agreement.

93. Upon information and belief, the additional SDA member on release full-time does not provide services to the County in exchange for compensation from public funds while conducting union business pursuant to the SDA Amendment.

94. Thus, the County pays the SDA individual members from public funds to administer the SDA Agreement and conduct union business pursuant to Section 8 of the SDA and the SDA Amendment, for which the County, the public, and Plaintiff, receive no benefit.

95. Accordingly, the SDA and its individual members violated, and continue to violate, the Gift Clause because the individual members of the SDA are compensated by the County from public funds to conduct SDA union business, and to administer the SDA Agreement pursuant to Section 8 of the SDA Agreement and the SDA Amendment, which does not serve a public purpose or benefit the public.

96. As such, the Plaintiff respectfully demands that Section 8 of the SDA Agreement and the SDA Amendment be declared unconstitutional as they permit and require the County and the SDA to violate the New York State Constitution Gift Clause, and that Section 8 of the SDA Agreement and the SDA Amendment be vacated and annulled.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Violation of the Gift Clause against the SOA)**

97. Plaintiff hereby repeats, reiterates, and realleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

98. The facts set forth in the paragraphs above establish that the SOA violated and continues to violate Article VIII, Section 1 of the New York Constitution.

99. The County is a public entity and provides wages for the County-employee members of the SOA who are compensated by the County from public funds pursuant to Section 23 of the SOA Agreement to conduct union business and administer the SOA Agreement, and not perform work for the County, which work does not serve a public purpose or benefit the public.

100. Upon information and belief, Section 23 of the SOA Agreement permits the transfer of public funds, and the County does transfer public funds, to private individual members of the SOA, and such transfer does not serve a public purpose or provide a benefit to the public.

101. Upon information and belief, the County's compensation of the SOA's individual members pursuant to Section 23 of the SOA Agreement provides a private benefit to the SOA and its members, which does not serve a public purpose or provide a benefit to the public.

102. Upon information and belief, the County's compensation of the SOA's individual members pursuant to Section 23 of the SOA Agreement, which provides for full-release time and administrative leave to allow members of the SOA to conduct union business and administer the SOA Agreement, does not serve a public purpose or provide a benefit to the public.

103. Upon information and belief, the SOA individual members do not provide services to the County in exchange for compensation from public funds while conducting union business and administering the SOA Agreement pursuant to Section 23 of the SOA Agreement.

104. Thus, the County pays the SOA individual members from public funds to administer the SOA Agreement and conduct union business pursuant to Section 23 of the SOA, for which the County, the public, and Plaintiff, receive no benefit.

105. Accordingly, the SOA and its individual members violated, and continue to violate, the Gift Clause because the individual members of the SOA are compensated by the County from public funds to conduct union business and administer the SOA Agreement, which does not serve a public purpose, or benefit the public.

106. As such, the Plaintiff respectfully demands that Section 23 of the SOA Agreement be declared unconstitutional as it permits and requires the County and the SOA to violate the New York State Constitution Gift Clause, and that Section 23 of the SOA Agreement be vacated and annulled.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Violation of the Gift Clause against the COA)**

107. Plaintiff hereby repeats, reiterates, and realleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

108. The facts set forth in the paragraphs above establish that the COA violated and continues to violate Article VIII, Section 1 of the New York Constitution.

109. The County is a public entity and provides wages for the County-employee members of the COA who are compensated by the County from public funds pursuant to Section 8.5(C) of the COA Agreement to conduct union business and administer the COA Agreement, and not perform work for the County, which work does not serve a public purpose or benefit the public.

110. Upon information and belief, Section 8.5(C) of the COA Agreement permits the transfer of public funds, and the County does transfer public funds, to private individual members of the COA, and such transfer does not serve a public purpose or provide a benefit to the public.

111. Upon information and belief, the County's compensation of the COA's individual members pursuant to Section 8.5(C) of the COA Agreement provides a private benefit to the COA and its members, which does not serve a public purpose, or provide a benefit to the public.

112. Upon information and belief, the County's Compensation of the COA's individual members pursuant to Section 8.5(C) of the COA Agreement, which provides for full-release time and administrative leave to allow members of the COA to conduct union business and administer the COA Agreement, does not serve any public purpose, or provide a benefit to the public.

113. Upon information and belief, the COA individual members do not provide services to the County in exchange for compensation from public funds while conducting union business and administering the COA Agreement pursuant to Section 8.5(C) of the COA Agreement.

114. Thus, the County pays the COA individual members from public funds to administer the COA Agreement and conduct union business pursuant to Section 8.5(C) of the COA, for which the County, the public, and Plaintiff, receive no benefit.

115. Accordingly, the COA and its individual members violated, and continue to violate, the Gift Clause because the individual members of the COA are compensated by the County from public funds to conduct union business and administer the COA Agreement, which does not serve a public purpose, or benefit the public.

116. As such, the Plaintiff respectfully demands that Section 8.5(C) of the COA Agreement be declared unconstitutional as it permits and requires the County and the COA to violate the New York State Constitution Gift Clause, and that Section 8.5(C) of the COA Agreement be vacated and annulled.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**(Permanent Injunction against All Defendants)**

117. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

118. By virtue of the facts set forth above, Plaintiff has demonstrated a likelihood of success on the merits.

119. Plaintiff will suffer irreparable harm if the County is allowed to continue compensating the individual members of the Union Defendants pursuant to the provisions in the Union Defendants' collective bargaining agreements allowing for paid union leave, release time, and administrative leave in violation of the New York State Constitution Gift Clause.

120. The balance of the equities favors Plaintiff.

121. By virtue of the facts set forth above, Plaintiff is entitled to a permanent injunction enjoining Defendants from entering into agreements, or amending their current agreements, to include provisions allowing for its members and other county employees to be compensated from the County for time spent working for and promoting the interests of the Unions, and not the interests of the County and its taxpayers, or performing their County duties and obligations.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(Declaratory Judgment)**

122. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if same were fully set forth at length herein.

123. The compensation of the Union Defendants' individual members by the County from public funds pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement, entered into between the Union Defendants and the County, provide the private individual members of the Union Defendants with public funds without serving a public purpose or providing a benefit to the public.

124. The compensation of the Union Defendants' individual members by the County from public funds pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement violates Article VIII, Section 1 of the New York State Constitution because the individual members are compensated by the County with public funds for time spent conducting Union business, and promoting the interests of the Union Defendants, and not the interests of the County and its taxpayers, or performing their County duties and obligations.

125. As such, Plaintiff respectfully demands a declaratory judgment that the compensation of the Union Defendants' individual members by the County from public funds pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement be declared unconstitutional.

**WHEREFORE**, Plaintiff, KENNETH GREENBERG requests judgment against the Defendants COUNTY OF SUFFOLK, SUFFOLK COUNTY DETECTIVES ASSOCIATION, INC., SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION, INC., and SUFFOLK COUNTY CORRECTION OFFICER'S ASSOCIATION, INC. as follows:

- (i) On the First Cause of Action for an order declaring Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of

the COA Agreement unconstitutional as they permit and require the County to violate the New York State Constitution Gift Clause and vacating and annulling Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement.

(ii) On the Second Cause of Action for an order declaring Section 8 of the SDA Agreement and the SDA Amendment unconstitutional as they permit and require the County to violate the New York State Constitution Gift Clause and vacating, and annulling Section 8 of the SDA Agreement and the SDA Amendment;

(iii) On the Third Cause of Action for an order declaring Section 23 of the SOA Agreement unconstitutional as it permits and requires the County to violate the New York State Constitution Gift Clause and vacating and annulling Section 23 of the SOA Agreement;

(iv) On the Fourth Cause of Action, for an order declaring Section 8.5(C) of the COA Agreement unconstitutional as it permits and requires the County to violate the New York State Constitution Gift Clause and vacating and annulling Section 8.5(C) of the COA Agreement;

(v) On the Fifth Cause of Action, for an order permanently enjoining the Defendants from entering into future collective bargaining agreements or amendments for paid union leave, release time, or administrative leave;

(vi) On the Sixth Cause of Action, for an order declaring that the compensation of the Union Defendants' individual members by the County from public funds pursuant to Section 8 of the SDA Agreement, the SDA Amendment, Section 23 of the SOA Agreement, and Section 8.5(C) of the COA Agreement unconstitutional;

