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Contract Database Metadata Elements

Title: **Oyster Bay Cove, Village of and Oyster Bay Cove Police Organization (OBCPO) (2003)**

Employer Name: **Oyster Bay Cove, Village of**

Union: **Oyster Bay Cove Police Organization (OBCPO)**

Local:

Effective Date: **06/01/03**

Expiration Date: **05/31/09**

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POL / 7710

THIS AGREEMENT,

made this First day of October 2004, by and between the
INCORPORATED VILLAGE OF OYSTER BAY COVE

(hereinafter called "Employer"), and the

OYSTER BAY COVE POLICE ORGANIZATION

(hereinafter called "OBCPO").

RECEIVED

AUG 14 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

WITNESSETH

WHEREAS, the OBCPO represents all full-time members *(hereinafter called "Employees")* of the Oyster Bay Cove Police Department (*"hereinafter called Department"*), except the Chief of Police; and,

WHEREAS, the Employer recognizes that OBCPO is the sole and exclusive bargaining agent for the Employees as certified by the New York State Public Employment Relations Board; and,

WHEREAS, the Board of the OBCPO have concluded negotiations concerning the terms of employment for the Employees for the 2003-04, 2004-05, 2005-06, 2006-07, 2007-08 and 2008-09 fiscal years which began on June 1st, 2003 and ends on May 31, 2009;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. PERSONS COVERED BY AND DURATION OF THIS AGREEMENT

Section 1. All full-time police officers on active duty as of June 1, 2003 and on the date this Agreement is signed are covered by this Agreement and any full-time police officer on active duty subsequently hired by the Employer, shall be covered by this Agreement and entitled to all provisions and benefits hereunder pro rata for the remaining term of this Agreement. All Full-time police officer on active duty as of June 1, 2003 but not on the date this Agreement is signed, shall have their conditions governed by the provisions of the 1998-2003 Contract except any retroactive salary compensation that might be due as a result of this agreement.

Section 2. The term of this Agreement shall be -six (6) years beginning on June 1, 2003 and ending May 31, 2009.

ARTICLE II. EMPLOYEE SALARY

Section 1. The salary schedule for the Employees during the term of this Agreement is set forth on pages 12 thru 13.

The parties agree that whenever the words "day" or "days" are used in this Agreement it shall be deemed to be equivalent to an eight (8) hour tour of duty.

- (a) Paychecks will be made available to the Employees bi-weekly. All deductions will be itemized and listed on the first paycheck for the beginning of each pay period.
- (b) Upon receipt of a written consent from an Employee, the Employer shall deduct union dues from an Employee's paycheck. Any Employee may revoke his/her consent, at any time and for any reason.
- (c) For the purpose of this Agreement, the per diem base salary for each employee hired prior to June 1st, 2003 shall be the Base Salary divided by the applicable number of days in accordance with the chart below. The per diem rate shall be utilized for all purposes including; sick day compensation, vacation day compensation, holiday compensation, etc. However notwithstanding the above, payment for sick days accumulated prior to June 1st, 2004 that are converted to payment prior to retirement but no latter than January 30th, 2006, shall be calculated using a 232 divisor and holiday pay accrued or paid prior to June 1st, 2004 shall be calculated using a 249 divisor

Per Diem Divisor Chart		
1	2003/04	232
2	2004/05	235
3	2005/06	239
4	2006/07	242
5	2007/08	246
6	2008/09	249

All employees hired after June 1st 2003 shall have their per diems calculated by using the 249 divisor.

- (d) For the purpose of this section, years of service shall be computed for each employee from the day of their appointment to the Department as a full-time police officer, unless the Employer has approved credit for a portion of prior police service. If an Employee's anniversary date shall occur during the term of this Agreement, that Employee's salary for the remaining term, shall be advanced to the next level of service on the next payroll period following the anniversary date.

Section 2. Sergeant: The position of Sergeant has been authorized and established by the Employer. The Base Pay for officers appointed to this position prior to June 1st, 2004 shall be twenty (20) per cent greater than the Base Pay level of a police officer with equivalent years of service with the Department; for officers appointed to this position after June 1st, 2004 the base pay rate shall be 15% greater than the Base Pay level of a police

officer with the equivalent years of service and shall increase by 1% per year for five (5) years until they achieve a final rate of 20% greater.

At the discretion of the Chief of Police, a Sergeant may be required to serve varying tours of duty, provided that during any fiscal year the Sergeant does not work more than the equivalent of 234 eight-hour tours of duty.

Section 3. Longevity: In addition to the salary provided in Section 1 of this Agreement, an Employee shall be entitled to longevity payments as set forth on page 11 of this Agreement. For the purpose of computing years of completed service under this provision of the Agreement, the term Year (s) shall only include time served as a member of a Police Force in the State of New York on a full time status, unless the Employer for this payment has approved credit for a portion of prior police service. Longevity payments shall become effective on the first day of the next pay period following the Employee's anniversary date of such completed service and payable on the 15th day of March in the years in which the payment is due.

Section 4. Night Differential: An Employee whose tour of duty is between the hours of 4:00 p.m. and 7:00 a.m. shall receive in addition to his/her compensation, night differential computed at the rate of ten (10%) per cent of the hourly base pay rate for each hour actually worked during such night shift.

ARTICLE III. BASIC WORK WEEK AND TOUR OF DUTY

Section 1. The basic workweek for Employees hired prior to June 1st, 2003 shall not be more than four standard tours of duty. A standard tour of duty shall be not more than twelve (12) hours in length. The Chief of Police shall have the sole discretion to prepare all work schedules, assign duty shifts, and alter tours of duty, provided that an officer is not required to work more than the equivalent of 234eight (8) hour tours per fiscal year. All Employees shall have at least nine (9) hours off between tours of duty.

Employees hired after June 1st, 2003 shall not work more than five (5) eight (8) hour or four (4) twelve (12) hours tours of duty per week. Notwithstanding, the Chief of Police shall determine the "standard tour of duty" which may be up to twelve (12) hours in length. Employees hired after June 1st, 2003 shall work the following equivalent of eight (8) hour tours per year:

Year of service	8-hour tours
Academy	as required
Year 1	249 (<i>commences after completion of Academy</i>)
Year 2	247
Year 3	245
Year 4	244
Year 5	242
Year 6	241
Year 7 and thereafter	240 (<i>1,920 hours</i>)

Section 2.

(a) **Overtime Service:** In an emergency, or as the demands of service require, the Chief of Police, or his designee, may require any Employee to perform overtime service. Only work as authorized and certified by the Chief of Police, performed by an Employee beyond his/her standard tour of duty, shall be deemed overtime service. Overtime service shall be paid at the ~~rate of one and one-half (1 1/2) times the~~ Employee's hourly Base Pay, or compensatory time shall be granted on a time and one-half basis. Whether the Employee receives overtime payment or compensatory time shall be at the discretion of the Chief of Police. Any Employee who on their day off is scheduled to appear, and who does actually appear in court, shall be paid at a rate of 1 1/2 times the Employee's hourly Base Pay rate or compensatory time on a time and one half basis, with a minimum of 4 hours.

Hourly Base Pay Rate: Hourly Base Pay rate shall be one-eighth (1/8) of the per diem base salary as determined in Section 1(c) above.

Section 3. Holidays: Employees shall receive the following twelve (12) paid holidays per year: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Flag Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day.

For an Employee who is regularly scheduled and actually works New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, or Thanksgiving Day Veteran's Day and Christmas Day in addition to holiday pay, the Employee's pay for hours worked during

that day, shall be at the rate of 1 ½ times the hourly Base Pay rate set forth in ARTICLE II – Section 1 (c) for Holiday pay.

Employees hired after June 1, 2003 shall receive 11 holidays (eliminating Flag Day) until they reach the final step of pay grade (Step 9 in the 8th year of service), at which time they will receive the same quantity of paid holidays as employees hired prior to June 1, 2003 (e.g. 12 including Flag Day).

**ARTICLE IV. VACATION, PERSONAL LEAVE, VACATION LEAVE AND
SEPARATION PAY**

Section 1. Personal Leave: Each employee shall receive five (5) personal days leave per fiscal year in addition to regular vacation. Personal leave may be taken only as permitted by the Chief of Police or his designee and shall not be accumulated.

Section 2. Vacation: Employees hired prior to June 1st, 2003 and with the noted years of service with the Village Police Department, unless prior service credit is approved by the Employer, shall be entitled to the following working days vacation with pay per fiscal year:

- a) 3 years or less of service – fifteen (15) days vacation.
- b) 4 and 5 years of service – twenty (20) days vacation.
- c) More than 5 years of service – twenty-seven (27) days vacation.

For Employees hired after June 1st, 2003 and with the noted years of service with the Village Police Department, unless prior service credit is approved by the Employer, shall be entitled to the following working days vacation with pay per fiscal year:

- a) Academy = 0
- b) Years 1 & 2 = 2 weeks (the equivalent of 10 eight-hour days)
- c) Year 3 = 3 weeks (15 days)
- d) Year 4 = 17 days
- e) Year 5 = 19 days
- f) Year 6 = 21 days
- g) Year 7 = 23 days
- h) Year 8 = 25 days

With the prior approval of the Chief of Police, an Employee shall have the right to accrue up to a maximum accumulation of ten (10) days of unused annual vacation leave.

Section 3. Sick Leave:

- (a) Employees shall be entitled to twenty (20) days of sick leave for bona fide medical reasons during each fiscal year. Sick leave for other than bona fide medical reasons which prevents an Employee from performing their required duties, is prohibited. Employees found violating this provision will be subject to disciplinary proceedings and possible termination of employment.

The Chief of Police may require submission of a written doctor's report setting forth and verifying the medical reasons for sick leave before payment is made. The cost of a medical exam incurred in obtaining said report, not reimbursed by health insurance, shall be paid by the Employer.

Leave not used may be carried forward to the next fiscal year and accumulated with a maximum accumulation of four hundred seventy (470) days. Except as otherwise provided below, effective September 2, 2004 the maximum accumulation shall be reduced to one-hundred (100)-days. All Employees must maintain a minimum of fifty

(50)-days in accumulated sick leave before being eligible to surrender any accumulated untaken days for cash bonus or equivalent as outlined below.

- (b) Employees may transfer up to ten (10) of their days to another employee only in the case of a long-term medical condition of a fellow officer. Additional days may be transferred only with the permission of the Chief of Police. Days may not be transferred back or used to barter between Employees.
- (c) Employees with 20 years of approved police department service, or those who die, or are granted a disability retirement, shall be entitled, upon retirement or death, to payment of an amount equal to 50% of their accumulated unused sick leave days, not to exceed 100 days (50-days pay), at their then applicable per diem rate.
- d) 1. Effective June 1, 2004, all active employees with sick leave accumulation in excess of 50-days but not greater than 100-days shall be paid following the end of each fiscal year an amount equal to 50% of the employees per diem rate for all of that year's unused sick leave. The daily rate shall be calculated by dividing their base rate by the then applicable per diem divisor. The first payment hereunder shall be on June first, 2005.
2. The Village has represented that such payment for unused sick leave are pensionable pursuant to applicable retirement and Social security Law guidelines. In the event that such payments for such annual unused sick leave are not pensionable, the parties shall meet to discuss a mutually agreeable alternative.
- e) In addition to Sick Leave, all active Employees shall be entitled to up to 36 hours of Emergency Leave to be used for illness and other emergencies deemed such by the Chief of Police. These days may neither be accumulated nor redeemed for any cash payment. These days are not to be used as additional personal or vacation days. They are only for bona fide emergency needs. They may only be used in minimum blocks of four (4) hours at a time. Employees may not transfer these "Emergency Leave Days" to other employees.
- f) Beginning on September 1st, 2004 and ending no later than October 31st, 2004 employees hired prior to June 1st, 2003 with sick leave accumulation in excess of 50 days shall be entitled, at their option, to a one-time payment equivalent to 50% of their accumulated unused sick days above 50 days. The number of days paid for above 50 shall be at the employees' option. The daily rate shall be calculated by dividing their base rate by 232. The maximum payable hereunder shall be \$40,000 unless otherwise agreed to by the employer. Days that are not paid for because of the \$40,000 max, or because the employee chooses to continue to accumulate such days, shall continue in their sick leave bank.
- g) On September 1, 2004, all employees hired prior to June 1, 2003 who still have above 50 days of accumulated sick leave shall have paid into a § 401(a) tax deferred compensation plan, an amount equal to 50% of their accumulated unused sick days above 50 days, to the maximum dollar contribution permissible under the plan. Sick leave accumulations

shall be reduced by the number of days cashed in. Days not paid for because of the maximum dollar contribution, shall remain as part of their accumulation.

Such payments shall be made annually thereafter until the sick leave accumulation is reduced to 50 days.

- h) At the option of the employee, 100 days may be substituted for the 50 days accumulation in (f) and (g) above.

SECTION 4. Termination Pay: Upon retirement from the Department after at least twenty (20) years of credited full-time police service, or upon death, or disability retirement, and providing that at least six months prior written notice of the date of his/her resignation is given, each Employee shall receive termination pay in an amount equal to five (5) days per diem Base Pay as listed in ARTICLE II, for each completed year of full-time police service with the department, unless credit for a portion of prior police service has been approved by the Employer for this payment. Credit for full-time police service will not be given under the provisions of this section for any years of prior police service previously compensated by another municipality to an Employee, upon their leaving the employ of that municipality. In the case of "special hardship exceptions", or other reasons deemed appropriate by the Village, the six (6)-months notice may be waived. A notice of resignation may only be withdrawn if a replacement employee has not already been hired.

Section 5. Separation Pay: If an Employee's service is terminated except for cause, they are entitled to the payment of accumulated vacation, overtime and unused sick pay in the amounts set forth in this Agreement.

Section 6. Pro Rata Credit: All payments and leave pursuant to ARTICEL IV shall be credited to each Employee on a pro-rated basis for each pay period of service an Employee is employed during each fiscal year.

Section 7. Funeral Leave: Each Employee shall receive a minimum of three (3) working days paid leave in the event of the death of the Employee's spouse, or the death of the Employee's or his /her spouse's father, mother, sister, brother, or children, and two (2) working days paid leave on the death of the Employee's or his/her spouse's niece, nephew, aunt, uncle, grandparent, grandchild, son-in-law, daughter-in-law, cousins, sister-in-law or brother-in-law. Two (2) additional days may be granted in the discretion of the Chief of Police where necessary. The Chief of Police shall exercise this discretion reasonably. Working days are the employees scheduled days either eight or twelve hours but shall only apply to days immediately adjacent to the relatives' death.

Section 8. Administration Leave and Computation: The granting of all requests for leave pursuant to ARTICLE IV is at the discretion of the Chief of Police. All leave pursuant to ARTICLE IV shall be computed on the basis that a "day" shall be deemed equivalent to an eight (8) hour tour of duty. For the purposes of this Article, a twelve (12) hour tour of duty shall be equivalent to 1-½ days of leave.

ARTICLE V. EMPLOYEE BENEFITS

SECTION 1. Life Insurance: The Employer will continue to participate in Section 360b of the Retirement and Social Security Law, subject to its required contribution in such plan being one tenth of one per cent (0.1%) of the Employee's base salary. The Employer will also reimburse OBCPO for each Employee's annual insurance premium, not to exceed \$400 per Employee per year, for term life insurance in the amount of \$100,000. Payment will be made only upon submission of an approved voucher evidencing compliance with an approved insurance plan.

Section 2. Health Insurance: The Employer will continue the enrollment of Employees in the New York State Health Insurance Program. The Employer will pay the entire participation cost for said plan.

The Employer shall continue to pay the full cost of health insurance for those Employees who retire from the Department after June 1, 1992 with a minimum of twenty (20) years of service, or are placed on accidental, service, job related or ordinary disability retirement. (For the purpose of this section, those Employees are referred to as "Retired Employees"). This coverage shall be for an individual or family plan depending upon the Employee's marital status at the time of retirement. A Retired Employee who is eligible to receive comparable health insurance from another source will lose this benefit, or must pay to the Employer the entire cost of the premium for the coverage received. However, upon the subsequent unavailability of such comparable insurance coverage, such retired Employee will be eligible for health coverage hereunder if insurable. A Retired Employee shall certify their profile of employment, marital status and availability of other health insurance coverage, in a form acceptable to the employer, each year and provide such information as may be required to implement this section.

Section 3. Dental Plan:

The Employer will contribute up to Eleven Hundred Fifty Dollars (\$1,150) per year for families and Four Hundred Twenty Five Dollars (\$425) per year for single toward dental insurance for all employees covered under this Agreement and such plan will be administered by the Employer. Any additional contribution required to meet premiums will be paid for by the OBCPO upon invoice by the Employer/Village.

Section 4. Optical Plan: The Employer will reimburse each Employee for insurance premiums paid by the Employee towards an approved optical plan. Regardless of the participant's plan, the Employer's contribution, during the term of this Agreement, shall not exceed Two Hundred Dollars (\$200) per year for Employees with family members or One Hundred Dollars (\$100) per year for single Employees. Payment will be made only upon submission of an approved voucher evidencing compliance with the approved plan.

Section 5. Funeral Expenses: The Employer shall pay all funeral expenses to a maximum of Ten Thousand Dollars (\$10,000.) incurred by the family of an Employee who is killed or dies as a result of injuries sustained while performing their Departmental duties.

Section 6. Retirement Benefits: The Employer shall continue to provide the optional twenty-year retirement plan authorized by Section 384-d of the Retirement and Social security Law and for Tier I employees the "one year final average salary" benefit authorized by Section 302.9.d of said law. Employees shall have the option to transfer to Section 375i, which plan shall be adopted by the Employer.

Section 7. Polygraph Test: An Employee shall not be required by the Employer to submit to a polygraph test.

Section 8. Equipment:

- (a) The Employer will reimburse each Employee for the cost of the purchase of one pair of work shoes, up to maximum amount of One hundred Dollars per year. Reimbursement will only be made upon submission of an approved voucher.
- (b) The Employer will reimburse each Employee for the cost of cleaning their police uniform up to a maximum of \$1,100 per year.

Reimbursement will only be made twice a year upon submission of an approved voucher.

Section 9. Pro Rata Credit: All payments, pursuant to ARTICLE V, Sections 1,3,4 and 8, shall be credited to a newly hired or transferred Employee on a pro-rata basis for the remaining entitlement term for those benefits.

Section 10. Deferred Compensation Plan: The Employer will continue to cooperate in the 457 Deferred Compensation Program, including payroll deductions, provided said participation will be at no cost to the Employer.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

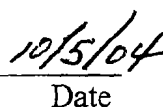
INCORPORATED VILLAGE OF OYSTER BAY COVE

By: 
Ralph Potente, Mayor


Date

OYSTER BAY COVE POLICE ORGANIZATION

By: 
Michael McIntyre, President


Date

LONGEVITY SCHEDULE:

After years of comlptd srvc	6/1/98 5/31/99	6/1/99 5/31/00	6/1/00 5/31/01	6/1/01 5/31/02	6/1/02 5/31/03
7-10	966.25	1,110.00	1,255.00	1,403.00	1,653.00
11-14	1,491.25	1,660.81	1,833.85	2,010.55	2,291.07
15	2,252.50	2,460.13	2,673.13	2,891.79	3,216.38
16	2,410.00	2,625.50	2,846.78	3,074.11	3,407.82
17	2,725.00	2,956.25	3,194.06	3,438.77	3,790.70
18	3,040.00	3,287.00	3,541.35	3,803.42	4,173.59
19	3,335.00	3,617.75	3,888.64	4,168.07	4,556.47
20	3,670.00	3,948.50	4,235.93	4,532.72	4,939.36
21	3,770.00	4,048.50	4,335.93	4,632.72	5,039.96
22	3,870.00	4,148.50	4,435.93	4,732.72	5,239.96
23	3,970.00	4,248.50	4,535.93	4,832.72	5,239.96
24	4,070.00	4,348.50	4,635.93	4,932.72	5,339.96
25	7,200.00	7,200.00	7,200.00	7,200.00	7,200.00

Per Diem Base:	2002/03	03/04	04/05	05/06	06/07	06/07	07/08
Increase:		3.75%	6.75%	3.75%	3.75%	3.75%	3.75%
1	\$ 45,619.82	\$ 47,330.56	\$ 50,525.38	\$ 52,420.08	\$ 54,385.83	\$ 56,425.30	\$ 58,541.25
2	\$ 48,048.35	\$ 49,850.16	\$ 53,215.05	\$ 55,210.61	\$ 57,281.01	\$ 59,429.05	\$ 61,657.64
3	\$ 55,626.37	\$ 57,712.36	\$ 61,607.94	\$ 63,918.24	\$ 66,315.18	\$ 68,801.99	\$ 71,382.07
4	\$ 63,202.97	\$ 65,573.08	\$ 69,999.26	\$ 72,624.24	\$ 75,347.65	\$ 78,173.18	\$ 81,104.68
5	\$ 70,783.74	\$ 73,438.13	\$ 78,395.20	\$ 81,335.02	\$ 84,385.09	\$ 87,549.53	\$ 90,832.64
6	\$ 78,357.58	\$ 81,295.99	\$ 86,783.47	\$ 90,037.85	\$ 93,414.27	\$ 96,917.30	\$ 100,551.70
Existing Sgt.	\$ 94,029.10	\$ 97,555.19	\$ 104,140.17	\$ 108,045.42	\$ 112,097.13	\$ 116,300.77	\$ 120,662.05

USE (chem)
239 (lpa)
roset
Hrlyrate

Contract Year:	0	1	2	3	4	5	6
Holiday Pay:	2002/03	03/04	04/05	05/06	06/07	06/07	07/08
Quantity:	13	12	12	12	12	12	12
Divisor:	249	232	235	239	242	246	249
1	\$ 2,381.76	\$ 2,448.13	\$ 2,580.02	\$ 2,631.97	\$ 2,696.82	\$ 2,752.45	\$ 2,821.26
2	\$ 2,508.55	\$ 2,578.46	\$ 2,717.36	\$ 2,772.08	\$ 2,840.38	\$ 2,898.98	\$ 2,971.45
3	\$ 2,904.19	\$ 2,985.12	\$ 3,145.94	\$ 3,209.28	\$ 3,288.36	\$ 3,356.19	\$ 3,440.10
4	\$ 3,299.75	\$ 3,391.71	\$ 3,574.43	\$ 3,646.41	\$ 3,736.25	\$ 3,813.33	\$ 3,908.66
5	\$ 3,695.54	\$ 3,798.52	\$ 4,003.16	\$ 4,083.77	\$ 4,184.38	\$ 4,270.71	\$ 4,377.48
6	\$ 4,090.96	\$ 4,204.96	\$ 4,431.50	\$ 4,520.73	\$ 4,632.11	\$ 4,727.67	\$ 4,845.87
Existing Sgt.	\$ 4,909.15	\$ 5,045.96	\$ 5,317.80	\$ 5,424.87	\$ 5,558.54	\$ 5,673.21	\$ 5,815.04

Contract Year:	0	1	2	3	4	5	6
Total:	2002/03	03/04	04/05	05/06	06/07	06/07	07/08
1	\$ 48,001.58	\$ 49,778.70	\$ 53,105.40	\$ 55,052.05	\$ 57,082.65	\$ 59,177.75	\$ 61,362.51
2	\$ 50,556.90	\$ 52,428.62	\$ 55,932.41	\$ 57,982.69	\$ 60,121.39	\$ 62,328.03	\$ 64,629.09
3	\$ 58,530.56	\$ 60,697.48	\$ 64,753.88	\$ 67,127.53	\$ 69,603.53	\$ 72,158.19	\$ 74,822.17
4	\$ 66,502.72	\$ 68,964.79	\$ 73,573.69	\$ 76,270.64	\$ 79,083.89	\$ 81,986.51	\$ 85,013.34
5	\$ 74,479.28	\$ 77,236.65	\$ 82,398.36	\$ 85,418.79	\$ 88,569.77	\$ 91,820.24	\$ 95,210.11
6	\$ 82,448.54	\$ 85,500.95	\$ 91,214.96	\$ 94,558.58	\$ 98,046.38	\$ 101,644.98	\$ 105,397.57
Existing Sgt.	\$ 98,938.25	\$ 102,601.15	\$ 109,457.96	\$ 113,470.30	\$ 117,655.66	\$ 121,973.98	\$ 126,477.09

Employees elevated to Sergeant status after June 1, 2003 shall receive 15% above their years of service
NOTE: base pay. In accordance with the Contract enumeration of Article II Section 2.

Per Diem Base:	03/04	04/05	05/06	06/07	06/07	07/08
	3.75%	6.75%	3.75%	3.75%	3.75%	3.75%
1st 6 mo Academy	\$ 22,000.00	\$ 23,000.00	\$ 24,000.00	\$ 25,000.00	\$ 26,000.00	\$ 27,000.00
2nd 6 mo Step 1	\$ 40,000.00	\$ 42,000.00	\$ 44,000.00	\$ 46,000.00	\$ 48,000.00	\$ 50,000.00
3rd 6 mo Step 2	\$ 45,000.00	\$ 47,000.00	\$ 49,000.00	\$ 51,000.00	\$ 53,000.00	\$ 55,000.00
4th 6 mo Step 3	\$ 47,500.00	\$ 50,500.00	\$ 52,500.00	\$ 54,500.00	\$ 56,500.00	\$ 58,500.00
3rd yr Step 4	\$ 50,000.00	\$ 53,375.00	\$ 55,376.56	\$ 57,453.18	\$ 59,607.68	\$ 61,842.97
4th yr Step 5	\$ 55,000.00	\$ 58,712.50	\$ 60,914.22	\$ 63,198.50	\$ 65,568.45	\$ 68,027.26
5th yr Step 6	\$ 60,000.00	\$ 64,050.00	\$ 66,451.88	\$ 68,943.82	\$ 71,529.21	\$ 74,211.56
6th yr Step 7	\$ 65,000.00	\$ 69,387.50	\$ 71,989.53	\$ 74,689.14	\$ 77,489.98	\$ 80,395.86
7th yr Step 8	\$ 72,500.00	\$ 77,393.75	\$ 80,296.02	\$ 83,307.12	\$ 86,431.13	\$ 89,672.30
8th yr Step 9 Parody	\$ 81,295.99	\$ 86,783.47	\$ 90,037.85	\$ 93,414.27	\$ 96,917.30	\$ 100,551.70

Contract Year: Per Diem Base:		1	2	3	4	5	6
		03/04	04/05	05/06	06/07	06/07	07/08
		3.75%	6.75%	3.75%	3.75%	3.75%	3.75%
Academy + Step 1	1st year	\$ 1,369.48	\$ 1,369.48	\$ 1,369.48	\$ 1,369.48	\$ 1,369.48	\$ 1,369.48
Step 2 + Step 3	2nd year	\$ 2,043.17	\$ 2,153.61	\$ 2,241.97	\$ 2,330.32	\$ 2,418.67	\$ 2,507.03
Step 4	3rd year	\$ 2,208.84	\$ 2,357.93	\$ 2,446.35	\$ 2,538.09	\$ 2,633.27	\$ 2,732.02
Step 5	4th year	\$ 2,429.72	\$ 2,593.72	\$ 2,690.99	\$ 2,791.90	\$ 2,896.60	\$ 3,005.22
Step 6	5th year	\$ 2,650.60	\$ 2,829.52	\$ 2,935.63	\$ 3,045.71	\$ 3,159.93	\$ 3,278.42
Step 7	6th year	\$ 2,871.49	\$ 3,065.31	\$ 3,180.26	\$ 3,299.52	\$ 3,423.25	\$ 3,551.62
Step 8	7th year	\$ 3,202.81	\$ 3,419.00	\$ 3,547.21	\$ 3,680.23	\$ 3,818.24	\$ 3,961.43
Step 9	8th year	\$ 3,917.88	\$ 4,182.34	\$ 4,339.17	\$ 4,501.89	\$ 4,670.71	\$ 4,845.87

Contract Year: Per Diem Base:		1	2	3	4	5	6
		03/04	04/05	05/06	06/07	06/07	07/08
		3.75%	6.75%	3.75%	3.75%	3.75%	3.75%
Academy + Step 1	1st year	\$ 32,369.48	\$ 33,869.48	\$ 35,369.48	\$ 36,869.48	\$ 38,369.48	\$ 39,869.48
Step 2 + Step 3	2nd year	\$ 48,293.17	\$ 50,903.61	\$ 52,991.97	\$ 55,080.32	\$ 57,168.67	\$ 59,257.03
Step 4	3rd year	\$ 52,208.84	\$ 55,732.93	\$ 57,822.92	\$ 59,991.28	\$ 62,240.95	\$ 64,574.98
Step 5	4th year	\$ 57,429.72	\$ 61,306.22	\$ 63,605.21	\$ 65,990.40	\$ 68,465.04	\$ 71,032.48
Step 6	5th year	\$ 62,650.60	\$ 66,879.52	\$ 69,387.50	\$ 71,989.53	\$ 74,689.14	\$ 77,489.98
Step 7	6th year	\$ 67,871.49	\$ 72,452.81	\$ 75,169.79	\$ 77,988.66	\$ 80,913.23	\$ 83,947.48
Step 8	7th year	\$ 75,702.81	\$ 80,812.75	\$ 83,843.23	\$ 86,987.35	\$ 90,249.38	\$ 93,633.73
Step 9	8th year	\$ 85,213.87	\$ 90,965.80	\$ 94,377.02	\$ 97,916.16	\$ 101,588.02	\$ 105,397.57

- NOTE:**
1. First 2 years of service have fixed raises (not percentage increases).
 2. First 2 years of service have step climbs every six months.
 3. Final step increase (Step 9 - 8th year of service) is parody with current employees.
 5. Holiday pay based on 11 days for Academy through Step 8; 12 days at Step 9. All use 249 divisor

THIS AGREEMENT, made this 15th day of March 2005, by and between the Incorporated Village of Oyster Bay Cove, (hereinafter referred to as "*Village*") and Thomas Regan, the Chief of Police of the Oyster Bay Cove Police Department (hereinafter referred to as "*Employee*").

WITNESSETH:

WHEREAS, the Village and the Employee desire to enter into an employment contract setting forth the Employee's salary, benefits and all other terms and conditions of employment commencing on June 1, 2003 and continuing thru May 31, 2005.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1.1 Term. The term of this Agreement shall be for the period commencing June 1, 2003 and ending May 31, 2005.

Salary, Longevity and Supplemental Pay

Section 2.1 Salary. The base annual salary for the Employee for each of the periods detailed below shall be as follows:

June 1, 2003 to May 31, 2004	Base salary: \$131,104.12 (3.75%)
June 1, 2004 to May 31, 2005	Base salary: \$139,953.64 (6.75%)

The parties agree that whenever the words "day", or "days", are used in this Agreement it shall be deemed to be equivalent to an eight (8) hour tour of duty.

Paychecks will be made available to the Employee biweekly. All deductions will be itemized and listed on the first paycheck for the beginning of each pay period.

For the purpose of the Agreement, the per diem base salary for the employee shall be the base salary divided by 232 days. The per diem payment for sick and vacation time shall be the base salary divided by 232 days.

Section 2.2 Longevity. In addition to the salary provided in Section 2.1 of this Agreement, the Employee shall be entitled to longevity payments as follows:

March 15, 2004: \$4,173.59
March 15, 2005: \$4,556.47

Section 2.3 Supplemental Pay. The Employee shall not be entitled to any supplemental payments for such things as night differential or overtime. The Village will continue to provide uniforms, including shoes, to the Employee.

Vacation, Holiday, Personal, Sick Leave, Death Leave, Termination Pay and Separation Pay.

Section 3.1 Vacation. The Village acknowledges that the Employee has more than ten (10) years of completed service with the Village in full-time status. The employee shall be entitled to twenty-seven (27) paid vacation days annually (per contract year). With the prior approval of the Mayor, the Employee shall have the right to accrue one-half (1/2) of his unused annual vacation time up to a maximum of fifty (50) days. The scheduling of the accrued portion of the vacation shall require the prior approval of the Mayor. The Employee cannot accrue unused holiday or personal time. Upon retirement, after at least twenty (20) years of full-time police service (in the NYS Retirement System) by the Employee, or if the Employee qualifies for either ordinary or accidental disability under the Retirement and Social Security Law of New York State, the Employee or his legal representative shall be entitled to a cash payment for the number of his unused and duly authorized accumulated vacation days at his per diem salary.

Section 3.2 Holidays. The Employee will be entitled to thirteen (13) paid holidays annually. The Employee will be given one day off with pay for each of the twelve holidays listed in the contract between the Village and the full-time Police Officers plus one additional floater day scheduled by the chief and approved by the Mayor.

Section 3.3 Personal Leave. The Employee will be entitled to five (5) days of paid personal leave annually.

Section 3.4 Sick Leave and Unused Sick Leave. The Employee shall be entitled to twenty-six (26) days per year of paid sick leave for bona-fide medical reasons during each fiscal year. Unused sick leave for years of service as a full-time Police Officer, Sergeant and Chief of Police within the Village will accumulate with a maximum accumulation of four hundred seventy (470) days. Upon retirement of the Employee (*after at least twenty (20) years of police service in NYS*), death or disability retirement, or upon the Employee's separation for any other reason other than for cause, the Employee or his legal representative shall receive a cash payment for fifty percent (50%) of his unused accumulated sick days. Said payment will be computed at the rate of the Employee's per diem salary at the time of payment.

Section 3.5 401(a) Plan Option. At the option of the employee, he may elect to shelter his accrued and unused sick leave to the maximum extent permitted by law in the same § 401(a) tax deferred compensation plan established for members of the PBA. Such deferral shall be subject to all applicable laws and regulations related thereto.

The Employee's sick leave accumulation shall be reduced by the number of days cashed in for deferral purposes. Accrued and unused sick days not cashed in because of the maximum dollar contribution limit shall remain as part of the Employee's sick leave accumulation.

Section 3.6 Death Leave. The Employee shall receive a minimum of three (3) working days' paid leave in the event of the death of the Employee's spouse, or the death of the Employee's or his spouse's father, mother, sister, brother, or children and two (2) working days paid leave on the death of the Employee's or his spouse's niece, nephew, aunt, uncle, grandparent, grandchild, son-in-law, daughter-in-law, cousin, sister-in-law or brother-in-law. Two (2) additional days may be granted at the discretion of the Mayor, where necessary.

Section 3.7 Termination Pay. Upon the retirement, after at least twenty (20) years of full-time police service in NYS of the Employee, or upon the death in service of the Employee, or upon retirement of the Employee qualifying for either ordinary or accidental disability under the Retirement and Social Security Law of New York State, the Employee or his legal representative shall be entitled to a cash payment for accumulated terminal leave computed on the basis of five (5) days per diem salary for each year of completed service as a full time member of a certified police force of the State of New York on a full pay status, upon at least sixty (60) days written notice of the date of retirement. The parties acknowledge that on June 3, 2004, the Employee had 19 years of full-time police service qualifying for termination payment.

Section 3.8 Separation Pay. If the Employee's service is terminated by the Village, except for cause, he is entitled to the payment of accumulated vacation and unused sick pay in the amounts set forth in this Agreement.

Section 3.9 Accrued Vacation and Sick Days. The parties acknowledge that as of May 31, 2004, the Employee has the following accrued unused vacation and sick days:

Vacation Days:	Three hundred and ninety seven (397) hours
Sick Days:	Three hundred nine and one half (309 ½) days
Comp. Time:	Ninety-two and one half (92 ½) hours

Employee Benefits.

Section 4.1 Health Insurance. The Village will continue the enrollment of the Employee in the Statewide Health Insurance Plan of the State of New York and the Village will contribute the entire participation cost of the Plan. The Village shall continue to make available to the Employee, now and after retirement, the health benefits under New York State Health Insurance Plans available under Article XI of the New York State Civil Service Law for individual or family coverage as elected by the Employee. Such coverage shall be fully paid by the Village and shall cover the Employee and his spouse, and dependent children, for so long as the Employee does not receive duplicating coverage by virtue of other employment, State Legislation, or otherwise. If such duplication of coverage is received, the Employee shall either lose his Village coverage or pay to the Village the portion of the cost of his premiums for the benefits otherwise being received as it may reasonably be determined by the Village. The Employee shall provide such attestations and information as the Village may require.

Section 4.2 Life Insurance. The Village will elect to participate in Section 260-b of the Retirement and Social Security Law of the State of New York subject to its required contribution in the plan being only one-tenth (1/10) of one percent (.001%) of the Employee's base pay. In the event that the Village's required contribution in the plan shall exceed one-tenth (1/10) of one percent (.001%) of the Employee's base pay, the Village will participate in the plan so long as the Employee shall reimburse the Village for that portion of its required contribution which exceeds one-tenth (1/10) of one percent (.001%) of the Employee's base pay.

Section 4.3 Dental Insurance, Optical Plan and Life Insurance. The Village will continue to provide the Employee with the same dental insurance benefits, optical benefits, and life insurance benefits as listed in the contract between the Village and the full-time Police Officers.

Section 4.4 Retirement. The Village will continue to provide the twenty (20) year retirement plan (Section 384-d) and take appropriate action to implement the “one year final average salary” benefit authorized by Section 302(9.d) of the Retirement and Social Security Law of the State of New York. If permitted by law, and if there are no additional costs, the Village shall adopt Section 375.i of the Retirement and Social Security Law.

Section 4.5 Funeral Expenses. The Village shall pay all funeral expenses to a maximum of ten thousand dollars (10,000.00) incurred by the family of the Employee if he is killed or dies as a result of injuries sustained while performing Departmental duties.

Section 4.6 Polygraph Test. The Employee shall not be required by the Village to submit to a polygraph test.

Automobile & Equipment

Section 5.1 Automobile. The Village will provide the Employee with a 4-wheel drive vehicle (*including gasoline, insurance and related expenses*) for use in the performance of his duties as Chief of Police for the Village and police related business. The Employee, who is subject to being called to perform official duties during hours other than his regular working hours, may have the vehicle on a full-time basis to ensure this ready availability during such situations. Under these circumstances, the occasional incidental private use of the vehicle is allowable but all other private use is prohibited without approval of the Mayor.

Section 5.2 Shoe Allowance. The Village will reimburse the Employee for the cost of the purchase of one (1) pair of shoes, up to a maximum amount of one hundred dollars (\$100.00) per year. Reimbursement will be made only upon submission of an approved voucher.

Section 5.3 Uniform Maintenance. The Village will reimburse the Employee for the cost of cleaning his police uniforms up to the maximum for the period noted per year as follows:

June 1, 2003 – May 31, 2004	\$1,100.00
June 1, 2004 – May 31, 2005	\$1,100.00

Reimbursement will only be made twice a year upon submission of an approved voucher.

Miscellaneous.

Section 6.1 Duties. The Employee shall perform the usual and normal duties of Chief of Police of the Department as prescribed by the Village and in accordance with the laws of the State of New York. The Employee shall report directly to the Mayor. The Employee shall work a minimum of forty (40) hours per week.

Section 6.2 Schedule. Any request for leave, such as vacation, shall be reviewed and authorized by the Mayor. The Employee shall be on “24 hour call” during the term of this Agreement, except when on authorized vacation, personal or sick leave.

Section 6.3 Deferred Compensation Plan. The Village will continue to aid in administrating the employees participation in the established 457 deferred compensation program, including payroll deductions, provided said participation will be at no cost to the Village.

Section 6.4 This Agreement shall not become binding or effective until fully executed by all parties and ratification by the Village Board of Trustees.

Section 6.5 This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, memoranda, correspondence, conversions, discussions and/or negotiations held/or which have taken place between the parties.

Section 6.6 This Agreement, includes this paragraph, may not be altered except by a writing signed by all parties. It may not be modified orally.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

INCORPORATED VILLAGE OF OYSTER BAY COVER

By:



Ralph Potente, Mayor

By:



Thomas Regan, Chief of Police