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**POL
7627**

AGREEMENT

Between

INCORPORATED VILLAGE OF HUNTINGTON BAY

and

HUNTINGTON BAY POLICE BENEVOLENT ASSOCIATION

for the period

June 1, 2001 through May 31, 2003

RECEIVED JUNE 1, 2005

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AGREEMENT made and entered into this ____ day of _____, 2002, to be effective through and including the 31st day of May 2003, by and between the INCORPORATED VILLAGE OF HUNTINGTON BAY (Employer) and the HUNTINGTON BAY POLICE BENEVOLENT ASSOCIATION (Association).

ARTICLE I

SCOPE OF AGREEMENT

This agreement shall encompass the rates of pay and conditions of employment of all employees of the Huntington Bay Police Department (hereinafter referred to as "employees").

ARTICLE II

RECOGNITION – CHECKOFF

A. The Employer recognizes the Association as the sole and exclusive bargaining agent and representative of all the employees of the Huntington Bay Police Department, County of Suffolk, State of New York, for the maximum period permitted under the law.

B. The Employer shall make dues deductions from the payroll checks of employees in accordance with voluntarily signed, written authorizations submitted to the Employer by individual employees provided the deductions are uniform for all employees granting the Employer such authorization. Dues deducted in accordance with such authorization shall be forwarded to the Association and the Employer shall be held harmless for any malfeasance, misfeasance, or non-feasance with respect to such monies.

ARTICLE III

SALARY

A. Effective June 1, 2001 through May 31, 2002 salaries of all bargaining unit members shall be increased by 4.25%. Salaries of all full-time employees shall be as follows:

First Year	\$39,489.00
Second Year	\$50,030.00
Third Year	\$59,006.00
Fourth Year	\$67,952.00
Fifth Year	\$76,914.00
Sergeant	\$86,906.00

B. Effective June 1, 2002 through May 31, 2003, salaries of all bargaining unit members shall be increased by 4.25%. Salaries of all full-time employees shall be as follows:

First Year	\$41,167.00
Second Year	\$52,156.00
Third Year	\$61,514.00
Fourth Year	\$70,840.00
Fifth Year	\$80,182.00
Sergeant	\$90,599.00

C. In addition to salary, payments for longevity shall be made annually based upon length of continuous full-time service. Effective June 1, 2001, longevity payments will be as follows:

Following an employee's completion of six (6) full years of service, that is, at the beginning of his/her seventh year of service, there will be payment of One Thousand Four Hundred Fifty (\$1,450) Dollars for longevity. For each continuous year of full time service rendered thereafter, the longevity payment shall be increased by One Hundred Fifty (\$150) Dollars through and including the employee's twentieth year of continuous full-time service. Effective June 1, 2002, the payment for longevity at the beginning of the seventh year will increase to Fifteen Hundred (\$1,500) Dollars per year.

D. A pay differential shall be paid to each employee who has completed at least one (1) full year of service and works at least one hundred fifty (150) hours between the hours of 4:00pm and 8:00am during the approximate six (6) month period. Effective June 1, 2001, the differential shall be Six Thousand Four Hundred (\$6,400) Dollars per year. Effective June 1, 2002 the differential shall be increased to Six Thousand Six Hundred Fifty (\$6,650) Dollars per year.

E. Salary will be paid in equal checks on every other Thursday as previously agreed. Longevity will be paid on December 15th each year and will be paid to employees who reach the required number of years of continuous service during the fiscal year. The night differential will be paid in two equal installments on December 1st and May 31st each year.

ARTICLE IV

OVERTIME

A. All hours worked in excess of eight (8) hours in any one day or in excess of forty (40) in any week shall be paid at one and one half (1_1/2) times the employees hourly rate of pay, unless the employee notifies the Department that he/she desires to be compensated by one and one half (1_1/2) hours of compensatory time for each hour of overtime.

B. Overtime of less than fifteen (15) minutes shall not be specifically compensated. Overtime between 15 minutes and 45 minutes shall be credited as 30 minutes and compensated with 45 minutes of compensatory time or its equivalent in wages; overtime between 45 minutes and 75

minutes shall be credited as 60 minutes, and shall be compensated with 90 minutes of compensatory time or its equivalent in wages, etc. This provision shall not apply to Article V (minimum Recall) of this agreement.

C. Overtime pay shall be paid in the pay period following the pay period in which the overtime is accrued.

D. Compensatory time may be taken at a minimum of four (4) or more hours at any one time, at times to be mutually agreed upon between the Department and the employee within the year in which it is earned. If such compensatory time is not taken by May 31, the employee shall be paid for it by separate check on or before May 31.

ARTICLE V

MINIMUM RECALL

A. Any employee called in for a period of time at hours other than his/her regularly scheduled tour of duty, or who is recalled after having completed his/her tour of duty, shall receive overtime pay for not less than six (6) hours. However, this provision shall not apply to work up to two hours in duration performed directly before the beginning of a regularly scheduled tour. Such hours worked directly before the regular tour shall be paid for at the overtime rate of one and one half (1_1/2) times the regular rate of pay. When an officer is called in up to two (2) hours before his/her regular scheduled tour, the officer shall continue to work or be paid for his/her regular tour in addition to overtime hours worked prior thereto. Call-in pay as set forth above shall include but shall not be limited to attendance in court or other governmental agency in connection with the performance of an employee's duties, and shall commence at the time that the employee makes his/her appearance in the court or other governmental agency. In addition, one (1) hour of travel time at the overtime rate shall be paid to an employee for his/her travel time to and from court or other governmental agency.

B. Compensation under this article can be either in compensatory time or in cash in accordance with the payment procedures set forth in Article IV (Overtime).

ARTICLE VI

TOURS OF DUTY

A. Tours of duty shall not be changed to avoid the payment of overtime. However, when required by police necessity over which the Department has no control, such as civil disorders and the like, tours of duty can be changed, upon express written order of the Police Commissioner, to fulfill the police necessity without payment of overtime. Court appearances and the like shall not be deemed a police necessity.

B. When tours of duty are changed other than in cases of police necessity, the total compensation to be received by affected personnel shall be time and one-half (1 1/2) pay for all such changed hours, whether or not such hours are part of the regular tour. Notwithstanding the foregoing, there shall be only straight-time pay for hours worked on a changed tour of duty occasioned by re-scheduling to accommodate another employee's use of funeral leave or to accommodate the Association President's use of leave in accordance with Article XVIII-E.

C. Whenever the Employer has six (6) or more employees covered by this agreement, the least senior person shall not be entitled to the benefits of paragraph B of this article.

D. In addition to normal duty tours, all personnel shall be required to attend annually not more than twelve (12) three (3) hour meetings to be called by the Police Chief for the purposes of training and education. Compensation shall be paid for attendance at such meetings at the straight time rate.

E. When an employee is required to travel other than to Huntington Bay for training and education, he/she shall be paid twenty one cents (\$0.21) per mile for use of his/her vehicle. However, first year employees shall not be reimbursed for any travel expenses.

ARTICLE VII

HOLIDAY PAY

A. Employees shall receive in addition to salary one day's pay for each of the following holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, and Christmas Day.

B. Employees shall receive an additional day's pay computed in their holiday paychecks if they are eligible for Veterans Day.

C. Employees shall receive an additional holiday or holidays any special day or days declared by the President of the United States or the Governor of the State of New York.

D. Holiday compensation shall be made on December 1 and May 31 each year. Veterans will receive two checks, one for seven (7) holidays and one for six (6) holidays. Non-veterans will receive two checks for six (6) days each. All holiday checks will reflect the rate of pay in effect at the time of the holidays for which compensation is being made.

E. Employees who work a full shift on a holiday shall receive an additional four (4) hours of straight-time pay.

ARTICLE VIII

VACATIONS

A. Vacations shall be chosen on a seniority basis in accordance with past practice.

B. Vacation entitlements shall be based on length of continuous full-time service in accordance with the following schedule:

After one (1) year 10 working days

After two (2) years 15 working days

After five (5) years 21 working days

After ten (10) years 28 working days

After fifteen (15) years 30 working days

C. Vacations may be split with the approval of the Chief of Police and/or Police Commissioner.

D. Employees who suffer illness or injury while on vacation may use their sick leave for the remainder of the illness or injury and have their vacation time adjusted accordingly, provided proper notice is given and a doctor's certificate is presented upon return to duty.

E. Employees shall have the right to accrue unused annual vacation time up to a maximum of sixty (60) working days. It is also understood that from this accrued vacation time, the maximum amount of vacation that can be taken during any given year is the amount of days authorized under paragraph B of this article. All unused vacation days accrued beyond sixty (60) working days shall be compensated for on May 31 of each year.

F. Accrued vacation time can be used by an employee in time of extended emergency after the employee's normal allotted time has been taken, subject to approval by the Police Chief or Police Commissioner.

G. Prior to retirement, an employee may elect to use accrued vacation days or be paid for same. Upon death of an employee, payment for unused accrued vacation time will be made to the employee's designated beneficiary.

H. Employees who have planned vacations in accordance with vacation assignments received from the Employer, and who have incurred reasonable expenses in connection therewith, and who are forced to cancel vacations due to a change in schedule caused by the Employer, shall be reimbursed by the Employer for such reasonable expenses incurred up to a maximum of Two Hundred Fifty (\$250) Dollars upon presentation of acceptable evidence substantiating such claims. The Village shall have no liability under this provision where the change in schedule is required in cases of public emergency or full mobilization of the Department.

ARTICLE IX

SICK LEAVE

A. Each employee shall be entitled to twenty-four (24) days sick leave with pay per year for personal illness, earned at a rate of two (2) days per month

B. Unused sick leave shall be cumulative to a maximum of four hundred eighty (480) days.

C. Payment for unused sick leave shall be made to the employee at the time of retirement, involuntary termination of employment for other than just cause, or to the employee's designated beneficiary upon the death of the employee. Payment shall be at the rate of one (1) day for every two (2) days accumulated up to a maximum of 180 days pay for 360 days. The effective date of this paragraph is June 1, 1961. Upon mutual agreement, payment for any entitlement hereunder may be made over a period not exceeding three years from the date of retirement.

D. An employee may use up to fifteen (15) days sick leave in each calendar year in the event of the employee's spouse or immediate family living in the employee's household cannot take care of themselves or the children of the employee for whom the employee has a responsibility as parent or guardian.

ARTICLE X

PERSONAL LEAVE

Every Employee is entitled to seven (7) days leave with pay for the purpose of conducting business, family or personal affairs, except bereavement or illness. Any personal leave must be authorized by the Chief of Police and/or Police Commissioner.

ARTICLE XI

FUNERAL LEAVE

Each Employee shall be entitled to four (4) consecutive days off as leave with pay to attend the funeral of a spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, grandmother, or grandfather. These four (4) consecutive days shall include sick leave, holidays, and days off which occur during such four-day period and shall not be in addition thereto.

ARTICLE XII

INJURY IN THE LINE OF DUTY

A. Any Employee who, through no fault, negligence, or misconduct on his/her part, is disabled by injuries suffered while in the service of the Employer, shall, when certified by a duly licensed physician or physicians designated by the Employer stating that the Employee is physically incapacitated for the performance of police duty, be paid the full amount of his/her regular compensation until his/her disability has ceased, or until such time as such physician or physicians shall certify to the Employer that said employee has recovered and is physically fit to do part-time police duty or that such employee is permanently disabled and unfit to perform any police duties and shall recommend that said member be retired from the force.

B. The entitlement to benefits under this section shall be determined by the Village in accordance with the following procedure:

1. The injury shall be immediately reported to the Chief of Police, who shall provide a recommendation to the Police Commissioner, who shall determine whether the employee is entitled to benefits under this Article.

2. If the employee disputes the determination of the Police Commissioner, the employee may request that such determination be reviewed by the Mayor, who shall render his/her determination on the employee's entitlement to benefits under this Article.

3. If the employee disputes the determination of the Mayor, the employee may pursue such dispute through Advisory Arbitration, in accordance with the provisions of this collective bargaining agreement.

4. The entitlement to benefits under this Article will be in accordance with prevailing legal standards at the time of the claim.

C. Any employee receiving compensation under paragraph A. above shall pay to the Employer all monies received from Worker's Compensation or any other source, to a maximum of the regular compensation.

D. Any employee being compensated under paragraph A shall be deemed working for the purpose of accruing time in relation to employee benefits.

E. A reoccurrence of an injury originally covered by this article will be compensated in accordance with this article.

ARTICLE XIII

HOSPITALIZATION PLAN

A. The Employer shall continue in full force and effect the Empire Plan currently in force. The Employer shall continue to pay One Hundred Per Cent (100%) of the cost of the plan for the employees of the Department and their dependents.

B. The Village's retiree health insurance contribution shall be set at the full Empire rate in effect on the date of the first bargaining unit member's retirement after the date of execution of this agreement, i.e., if an officer retires on February 1, 2003 and the full Empire premium is \$7,300, the Village's contribution for that and future retirees shall be \$7,300 per year with the balance, if any, paid by the employee.

C. If an active employee with one (1) or more years of service, becomes deceased while employed, his/her immediate family at the time of his demise shall receive the same hospitalization as presently provided for active employees at no cost to the survivors. The employee's spouse shall be given this benefit until remarriage, and the employee's children shall be given the benefit until the age of nineteen (19), unless attending college full_time, in which case the age limits shall be twenty_three (23) years, or specially qualified because of mental retardation, etc., in which case there shall be no age limit.

ARTICLE XIV

DENTAL

Effective December 1, 1998 the Village shall provide a dental plan issued through Metropolitan Life Insurance Plan named PPO-basic plan, or such other plan providing comparable coverage as follows:

The Village will provide dental coverage for all members of the bargaining unit. During the life of this agreement the Plan will be funded completely by the Village with a per member monthly premium cap of Forty (\$40) Dollars effective June 1, 2001 for "single" coverage and One Hundred Five (\$105) Dollars for family coverage. If a "single" converts to a "family," the Village will pay the increase in the base rate.

ARTICLE XV

INSURANCE

The Employer shall provide insurance coverage to employees to protect them from civil suits for false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation or violation of right of privacy, wrongful entry or eviction or other invasion of right of privacy, and invasion of civil rights.

ARTICLE XVI

DEATH BENEFITS

A. Upon the death of an employee, his/her designated beneficiary shall be paid all earned but deferred benefits such as wages, overtime pay, holiday and special days pay, unused vacation time, unused personal leave days, unused accrued sick leave, and other like compensation.

B. The Employer shall maintain and continue to make all payments for accidental life insurance in the amount of Fifty Thousand (50,000) Dollars for each employee of the Department.

ARTICLE XVII

RETIREMENT

A. Retirement benefits currently in effect will continue to be maintained.

B. The Employer will continue to provide the current 20-year, 384-d Retirement Plan.

C. Notwithstanding any inconsistent provision of law, the parties hereby agree that, in consideration of the Employer's agreement to provide the optional twenty-year retirement plan pursuant to Section 384-d of the Retirement and Social Security Law at considerable additional expense to the Employer, the employment of all employees who have completed twenty (20) years of service shall be at the will of the Employer. This agreement to convert all employment to employment at will with no statutory or other rights to continued employment upon completion of twenty (20) years service is based wholly upon financial considerations. In return for the Employer's assuming the substantial additional cost of providing the optional twenty (20) year retirement plan under Section 384-d, the Association, its members, and those it represents, collectively and individually, agree to provide the Employer an opportunity to relieve some of its financial burden by replacing long-term, higher-paid employees with new employees.

Therefore, the Employer has the sole unrestricted right to terminate any employee at any time following his/her completion of twenty (20) years of service, and the Association, its members, and those it represents, collectively and individually waive any and all rights to continued employment upon the completion of twenty (20) years service.

D. This entire article shall be considered a non-mandatory subject of negotiations for all future purposes and neither party shall be required to negotiate concerning retirement.

ARTICLE XVIII

UNIFORMS

A. Required uniforms and equipment shall be provided by the Employer at the time of appointment to the Department. Thereafter, all uniform and clothing needs will be the responsibility of the employee. Each employee will be granted an allowance of \$1020 per year for the purchase and maintenance of uniforms; such allowance to be paid by the Employer to the Huntington Bay Police Benevolent Association in equal semi-annual installments. The parties agree that the Chief of Police will have the authority to set the quality standards of appearance for the Village Police. This allowance will be increased \$10/year on June 1st of each year of this agreement.

ARTICLE XIX

ASSOCIATION RIGHTS

A. The Employer shall furnish the Association with copies of descriptions of all insurance and retirement coverage's provided in accordance with this agreement.

B. The Employer shall excuse the Association President or his designee from regular duties, without loss of pay and benefits, on days when agreement negotiations and/or amendments are taking place.

C. The Employer shall excuse from duty a member of the four (4) person Huntington Bay Police Shoot Team whenever the Team is scheduled to compete in one of its three (3) yearly shooting matches, and the member of the Team is scheduled to work a shift that would prevent his/her attendance.

D. The Employer shall provide copies of this agreement to all covered employees.

E. The Employer shall excuse the Association President from regular duties, without loss of pay and benefits, for a maximum of six (6) days per year to enable the Association President or his appointed delegate to attend Suffolk County Police Conference meetings.

ARTICLE XX

MANAGEMENT RIGHTS

Any of the rights, powers, functions or authority which the Village had prior to the signing of this agreement, or any agreement with the Association, including those in respect to rates of pay, hours of employment, conditions of work, are retained by the Village, except as those rights, powers, functions or authority are specifically abridged or modified by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

ARTICLE XXI

DURATION

A. The term of the renewed agreement shall be June 1, 2001 through May 31, 2003.

B. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the agreement. Therefore, the Employer and the Association, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties the time they negotiated this agreement.

C. This agreement shall not be modified except by written document signed by the parties, i.e., the President of the Association and the Mayor and Police Commissioner of the Village.

ARTICLE XXII

ADVISORY ARBITRATION

Any dispute arising concerning the interpretation of the terms of this Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedure:

A. Such dispute shall be presented by the PBA to the Police Chief provided, however, that no dispute shall be considered timely if not filed within ten (10) working days from the time the employee knew, or should have known, of the occurrence of the alleged contract violation. The dispute will be submitted in written form and will be signed by the employee(s) alleging such contract violation. The Police Chief, or his/her designee, shall have five (5) working days to provide a written response. Failure to do so shall constitute automatic denial of the dispute.

B. In the event such dispute is not resolved, it shall be presented to the Mayor or his/her designee within five (5) working days from receipt of the response from the Police Chief or from when such response was due. The Mayor, or his/her designee, shall have ten (10) working days to provide a written response. Failure to do so shall constitute automatic denial of the dispute.

C. In the event such dispute is not satisfactorily adjusted at the preceding step of the procedure, the PBA shall present the same to Advisory Arbitration for review and recommendation to the Village Board for final determination within ten (10) working days from the receipt of the response from the Mayor or from the date such response was due. The Advisory Arbitrator shall be chosen by mutual agreement from a list provided by the American Arbitration Association. It

is agreed that any cost arising from the Advisory Arbitration shall be borne equally by the PBA and the Village.

D. The Advisory Arbitrator's review and recommendation shall then be submitted to the Village Board for a final determination.

IN WITNESS WHEREOF, the parties hereto set their hand and seals in agreement on the day first mentioned at the beginning hereof

HUNTINGTON BAY POLICE
BENEVOLENT ASSOCIATION

INCORPORATED VILLAGE
OF HUNTINGTON BAY

BY: _____
President

By: _____
Mayor

BY: _____
Police Commissioner