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VILLAGE OF
WESTHAMPTON BEACH
WITH
WESTHAMPTON BEACH
POLICE BENEVOLENT
ASSOCIATION

CONTRACT

TERM : JUNE 1, 2013 – MAY 31, 2017

INDEX

VILLAGE OF WESTHAMPTON BEACH

WITH

WESTHAMPTON BEACH POLICE BENEVOLENT ASSOCIATION

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AGREEMENT, made this 15th day of March 2013 by and between the **WESTHAMPTON BEACH POLICE BENEVOLENT ASSOCIATION** (“the Association”) and the **VILLAGE OF WESTHAMPTON BEACH, INC.**, (“the Village”).

WITNESSETH:

WHEREAS, the members of the Association’s bargaining unit are employed by the Village of Westhampton Beach as police officers in the Police Department of the Village of Westhampton Beach; and

WHEREAS, the parties hereto desire to cooperate to stabilize such labor relations by establishing general standards of wages, hours of service, and other conditions of employment, to assure the continued and smooth operation of the Police Department;

NOW, THEREFORE, the parties hereto agree as follows:

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relationship for the mutual interest of the Association and the Village and the people of Westhampton Beach, in accordance with the intent of the Public Employees Fair Employment Act of 1967, as amended.

The parties recognize that the interest of the community and job security for the employee depends upon the Village’s success in establishing proper services to the community. To these ends, the Village and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among their employees.

SECTION 1

RECOGNITION OF THE ASSOCIATION AND ITS RIGHTS

A. The Village recognizes the Association as the exclusive collective bargaining agent for the full-time police officers, sergeants, detectives, and lieutenants (“employees”) in the Police Department.

B. The Village extends to the Association the following rights:

1. To represent the employees in negotiations and in the settlement of grievances.
2. To unchallenged representation rights.
3. The right of dues deduction.

SECTION 2

OBLIGATIONS OF ASSOCIATION

The Association obligates itself for all employees that it and each of them will faithfully perform all of the terms and conditions of this Agreement on their respective parts to be performed. The Association further agrees that it does not assert the right to strike and it will not engage in any job action against the Village whatsoever.

SECTION 3

WAGES

A. Wages, night differential, longevity and on-call pay for the period June 1, 2012 through May 31, 2017 will be as set forth in Schedule A, annexed hereto and made a part hereof as if set forth at length herein and with the same force and effect.

Effective upon the complete ratification and approval of the 2012-2017 Agreement, employees will receive a one-time off-schedule \$1,600 bonus, minus all applicable taxes and withholdings.

Effective January 1, 2013, the salary schedules in effect on May 31, 2012 will be increased by 1.5%. Overtime and holiday pay will be adjusted retroactive to January 1, 2013 and paid on the June 15th payroll.

Effective June 1, 2013, the salary schedules in effect on May 31, 2013 will be increased by 2%.

Effective June 1, 2014, the salary schedules in effect on May 31, 2014 will be increased by 2%.

Effective June 1, 2015, the salary schedules in effect on May 31, 2015 will be increased by 2%.

Effective June 1, 2016, the salary schedules in effect on May 31, 2016 will be increased by 2%.

B. Pay Periods. On or before March 1st of each calendar year, the PBA president and/or his/her designee and the Westhampton Beach payroll department will determine the actual semi-monthly pay dates for the upcoming fiscal year. Both parties must agree to dates which must be as close to the 15th and the 30th of each month as possible.

SECTION 4

HOSPITALIZATION

The Village will continue in full force and effect all hospitalization and surgical insurance now being carried for and on behalf of the employees; to wit: the Statewide

Health Insurance Plan providing Blue Cross, Blue Shield, and major medical insurance. The premiums for this plan will be paid in full by the Village. Premiums for GHI and HIP options available under this plan will be the responsibility of the employee, if the employee desires them.

The Village will continue in full force and effect all hospitalization and surgical insurance carried on behalf of employees and their families at the time of retirement at no cost to the employee. Should a retired employee obtain employment and should the post-retirement employer offer a comparable hospitalization and surgical insurance program to the one in effect for police employees in the Village at no cost to the employee, then the retiree must elect to receive the new insurance coverage with the subsequent employer and the Village will be relieved of further obligation to pay the retiree's health insurance.

The Village will have the right to change health insurance carriers and/or to self-insure health insurance provided that the benefit structure remains equal or better and subject to prior consultation with the Association. It is expressly agreed that the equality of the benefit structure will be subject to binding arbitration pursuant to the arbitration provisions of the grievance procedure.

If two persons are currently receiving (or are eligible to receive) family health coverage benefits through the Village, only one will be permitted to continue to receive family level coverage. In this event, the person whose coverage changes will not be entitled to the health insurance buyout proposed below.

Employees may opt out of the Village's health insurance program in whole or in part for a period of a full year by completing the appropriate form furnished by the Village. The employee will be paid \$2,500 provided he/she maintains his/her waiver

(remains out) for a full year. Payments will be subject to all usual payroll deductions and will be made on the first Friday in June that is not a payday.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year (or, if April 30 is a weekend or a Village holiday, then on the last Village business day immediately preceding April 30), with the provisions of this Section taking effect on June 1. Once a waiver form has been filed with the Village, the waiver will continue to be in effect from year to year thereafter until the employee elects to reenroll. The Employee will be entitled to the applicable payment for waiver for each full year his/her waiver is in effect.

It is understood that, once an employee has waived coverage for a particular year, he/she may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the Village's flexible spending plan and applicable regulations.

"Emergency" will include loss of employment or termination of insurance for a spouse or significant other whose employer had provided the alternative insurance. "Emergency" will not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of a potential or actual dependent of insurance offered by the dependent's employer. Reinstatement of coverage for the succeeding year may be made by notifying the Village in writing no later than April 30 (or, if April 30 is a weekend or a Village holiday, then on the last Village business day immediately preceding April 30), to be effective the succeeding June 1. This deadline will not apply to emergency reinstatement of insurance as provided for in the above

paragraph, but reinstatement will then be subject to whatever requirements or deadlines are imposed by the Village's carrier(s).

Effective April 17, 2013, the 5th, 6th and 7th paragraphs above will be revised to read that an Employee may elect to change enrollment in the health insurance plan from family coverage to individual coverage or to no coverage, or from individual coverage to no coverage. In the event no coverage is selected, the Employee will receive \$2,500, provided that the Employee: (a) has submitted to the Village documentation showing that he/she has health insurance coverage other than through the New York State Health Insurance Plan; and (b) remains in changed status for a period of 12 consecutive months. The 12 month period will coincide with the annual transfer option period December 1st through December 31st. Payment will be made annually during January immediately following the end of the 12 month period, provided that the Employee remains in the changed status. Nothing in this provision will preclude an Employee who experiences a qualifying event and who has submitted to the Village adequate documentation of that event from re-enrolling in his/her previous coverage within the 12 month period provided, however, that if the Employee does so in fewer than 12 months, no payment will be made.

SECTION 5

MINIMUM RECALL AND OVERTIME

A. Whenever an employee is required to work more than 40 hours in any week and when the employee is required to work during the employee's off-duty time or during a scheduled vacation period then, and in either event, the employee will be paid for overtime at a rate of one and one-half times the hourly rate to be computed by

dividing the weekly pay of the employee by 40 hours, and the payment will be made at the next scheduled pay period.

B. Whenever an employee is called into duty for any period of time at hours other than the employee's regularly scheduled tour of duty, or is recalled after having completed the employee's tour of duty, the employee will receive a minimum of four additional hours pay at the overtime rate of time and one-half of the regular rate of pay, and will continue to receive overtime pay for any hours worked over four hours.

This call-in duty will include, but not be limited to, appearance before governmental agencies in connection with the performance of duty, and will commence at the time the employee signs on duty at Police Headquarters. However, recall for Court appearances will provide a minimum of four hours' pay at the overtime rate with the employee receiving overtime pay for all hours worked over four hours.

C. All overtime, except overtime resulting from emergency situations, will be distributed according to a rotating basis and according to job classification and assignment, that is, detective overtime will be performed by detectives and/or plainclothes employees; superior officer overtime will be performed by superior officers; and uniform police overtime duty will be performed by uniform police officers. The opportunity for overtime will start with the senior officer and end with the most junior officer. The charting of this distribution will be maintained by the senior unit officer on duty at that time. Employees who are suspended (with or without pay), on a leave of absence or on a light duty assignment are ineligible for any overtime assignment.

D. Notwithstanding the foregoing, overtime arising from periodic special projects established by the Chief of Police to the extent of 500 hours annually will be

assigned in the discretion of the Chief. The term "special projects" will include, but not limited to, intensive investigation, special assignments, and joint projects with other law enforcement agencies. By no later than May 31 of each fiscal year, the Chief will file with the Village Clerk an accounting of the number of hours used.

E. When an employee's tour of duty is extended beyond the employee's normal duty tour without interruption, the employee will not be required to appear for the employee's next tour of duty (regular schedule) for at least eight hours after the conclusion of the extended tour of duty without loss of pay or benefits for the employee.

SECTION 6

CLOTHING AND EQUIPMENT

A. The Village will supply all newly appointed employees with a complete issue of uniforms and equipment, to consist of the following items:

1 dress hat, 1 thermal vest, 1 Watch cap, 1 Ball cap, 1 Class "A" dress blouse, 3 winter pants, 3 summer pants, 1 Class "A" dress pant and Class "A" dress shirt, 3 winter shirts, 3 summer shirts, 1 summer jacket, 2 hats, 1 raincoat, 2 ties, 1 pair uniform dress shoes and 1 pair winter shoes, 1 badge, 5 pair black socks, 1 pair winter gloves, 1 chemical agent and holder, 1 pair handcuffs and case, 1 pair white dress gloves, ammunition, 1 riot helmet, 1 Sam Brown belt, 1 Department issue firearm and holster, 1 Garrison belt, 1 bullet proof vest, 1 badge holder, 1 badge case, 1 I.D. holder, 1 ticket book holder, 1 flashlight, 1 key ring belt loop, 1 Asp baton and holder, 1 nameplate, 1 duty bag, and all necessary patches for shirts and jackets. In addition, the employer will supply all members with an initial complete issue of any uniform change.

B. Each employee will have replaced or repaired by the Village any damaged clothing and equipment suffered in the performance of duty. Claims of loss will be supported with reasonable proofs of loss.

C. No clothing or equipment of any kind may be replaced or reissued except through the Department Quartermaster, who will be a member appointed by the Chief.

The Quartermaster will maintain an inventory of all clothing and equipment and will supply a complete account of same on June 1 of each year to the Chief and the Board of Trustees.

D. An annual clothing allowance at the rate of \$900 for the duration of the Agreement, will be established, to be drawn against for the purchase of additional issued uniforms and/or issued equipment.

E. An annual clothing allowance at the rate of \$1,075 per detective is established to be drawn against for the purchase of additional civilian clothing and/or uniforms. Detectives will maintain one complete serviceable uniform and equipment.

F. No purchases for items other than replacement of initial issue equipment and uniforms will be made without the written approval of the Chief.

G. All employees will have an annual uniform clothing allowance of \$425 for the first two years of employment.

H. An annual cleaning allowance of \$600 per member and the cleaning will be done at a dry cleaning establishment designated by the Association in agreement with the Chief.

I. The allowances set forth in Sections 6(D), 6(E) and 6(G) will be prorated (based on the number of regularly scheduled work days suspended (with or without pay) or on a leave of absence out of 232 or 234 (during the first two years of employment) work days during the fiscal year) to exclude the time during which a employee is suspended (with or without pay) or on a leave of absence.

SECTION 7**PERSONAL LEAVE**

A. Employees will be entitled to five non-cumulative personal days per year for the purpose of attending to personal business matters which cannot be conducted during off-duty hours. Employees will provide at least two days' notice of the leave request to the Chief, unless the nature of the personal business does not permit that notice. Employees will not be required to specify the nature of the personal business matter requiring their absence. Personal days not taken by May 31 will be paid by the Village at the prevailing rate by the last pay period in July. A personal day will not be denied except for bona fide Departmental emergencies or other extraordinary circumstances. Personal days will not be available on the following holiday weekends: Memorial Day, Independence Day and Labor Day.

B. An employee will be granted two days per annum for the employee's first two years and, upon completion, will thereafter receive the full contracted allotment.

SECTION 8**SICK LEAVE**

A. Employees will be granted 12 days per annum for the first two years of employment upon completion, and will then commence with full entitlement of working days sick time per year as set forth below. Except for new employees hired after September 1, 2004, employees will be entitled to not less than 20 working days sick time per year. Sick time will be earned and accumulated at the rate of 1.67 days per month. Employees hired after September 1, 2004 will be entitled to not less than 15 working days sick time per year for the first five years of their employment. Sick time for these

circumstances is sick leave to be construed as additional vacation due an employee, or as an excuse for a leave of absence with pay for any other reason. Sick leave will be construed only as protection to the employee by the Village against the employee's loss of income due to legitimate sickness or disability, provided that the employee has met certain conditions and has accumulated sufficient sick leave credits to cover the period of sickness or disability.

E. If an employee exhausts the employee's sick leave benefits, the employee will be entitled to a one year medical emergency leave at base pay with no accrual of other benefits conditioned upon the continuation of the employee's disabled status and further conditioned upon the employee's assignment of all disability payments to the Village.

F. The Village will provide each employee with a twice annual (6/1 and 12/31) account of sick leave benefits.

G. Attendance Bonus – Any employee who has perfect attendance and does not use any sick days during the period of a full fiscal year, June 1 to May 31, will be awarded two additional sick days in the employee's sick leave accruals for the fiscal year next following the year of perfect attendance.

H. Terminal Leave – At the discretion of the Chief and the Village Board in the best interests of the Village, employees who have completed at least 19 years of credited service with the Village and have at least the cash equivalent of 240 days for sick leave payout in their bank according to Section 8(C) may be considered for terminal leave during their 20th year of employment. If approved, terminal leave will be granted for a period of 240 days for employees hired on or before September 1, 2004, or 180 days

employees will be earned and accumulated at the rate of 1.25 days per month. Sick time hours will be accumulated on a semi-annual basis. Employees will not earn and/or accumulate sick leave while suspended (with or without pay) or on a leave of absence.

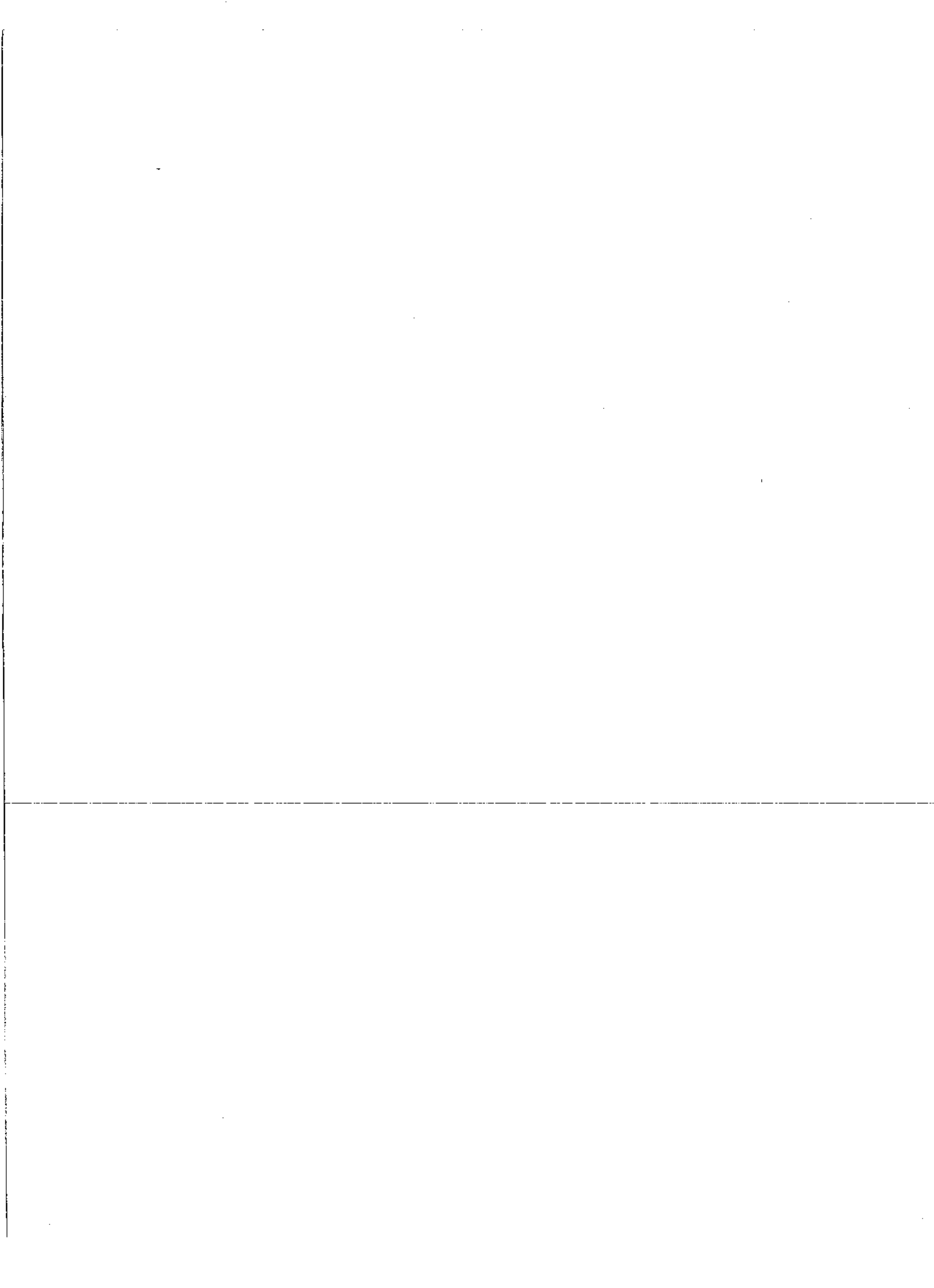
B. Sick time not used will be accumulated to a maximum of 400 days.

C. Unused sick time will be paid upon retirement at the prevailing rate to the employee or upon his/her death to his/her designated beneficiary (or estate if no beneficiary is designated) at the rate of one day's pay for the first 100 days of accumulated sick leave and one day's pay for every two days of accumulated sick leave beyond the first 100 days, not to exceed a total cash payment equivalent to 280 days' pay.

Notwithstanding the foregoing, for employees hired after September 1, 2004, unused sick time will be paid upon retirement at the prevailing rate to the employee or upon the employee's death to the employee's designated beneficiary (or estate if no beneficiary is designated) at the rate of one day's pay for the first 20 days of accumulated sick leave, and one day's pay for every two days of accumulated sick leave beyond the first 20 days, not to exceed a total cash equivalent of 180 days (340 total accumulated sick days; i.e., one for one for the first 20 days and two for one for the remainder not to exceed 180 days' pay).

Employees who seek a retirement payout must notify the Chief and Village Clerk of their intention to retire at least 60 days before the commencement of the contract year in which they intend to retire. Employees who do not provide the requisite notice will not receive any payout until the following contract year.

D. Sick leave is hereby defined as leave of absence from duty, with pay, granted to an employee by reason of the employee's own sickness or disability. Under no



Any other funeral leave may be granted at the discretion of the Chief.

SECTION 10

CHILD CARE LEAVE

Employees will receive four days child care leave commencing with the birth of the child to the employee and his/her spouse. Employees will be permitted additional child care leave at the discretion of the Chief in the event of extraordinary circumstances, such as the birth of a sick or deformed child.

SECTION 11

VACATION

A. The Village will adopt a vacation schedule to be as follows:

1. Employees hired before September 1, 2004, start the completion of 1st year- 10 working days (an employee must complete the Municipal Police Training School and the probation period before being eligible for the first year's vacation). Employees hired on and after September 1, 2004 will receive no vacation from start to completion of first year.
2. Start of 2nd year through completion of 5th year- 15 working days.
3. Start of 6th year through completion of 10th year- 20 working days.
4. Start of 11th year through completion of 16th year- 25 working days.
5. Start of 17th year and thereafter-27 working days.

Vacation may be taken during the year except for the period commencing at 0800 hours on the Friday before Memorial Day and ending September 10, during which eight vacation days may be taken.

B. Vacation will be chosen on a civil service seniority basis. Selections in descending order of seniority will be made as follows: At a minimum, a block will consist of an entire set of tours that is in effect during the selection process. A block may also consist of more than one complete set of tours as long as the tours are consecutive. The selection process will begin on or about July 1st. Picks must be selected within three calendar days. There will be no passing on first pick. Picks will be by classifications. In the sole discretion of the Chief and with 30 days' notice, vacation picks may be changed after all picks have been made. No vacation will be approved for Memorial Day Weekend (Friday/Saturday/Sunday/Monday), Labor Day Weekend (Friday/Saturday/Sunday/Monday), or July 4th four day weekend [days determined by the Chief], unless approved by the Chief with prior notice. Vacation picks will be made during the same time frame as vacation carry over and vacation sell back decisions.

Vacation hours will be accumulated on a semi-annual basis.

C. When an employee is on a vacation, the employee will not be recalled during the vacation or have the vacation assignment changed except as provided under (D) herein below, except detectives who may be recalled for a major felony investigation, for example, armed robbery with strong leads, burglary coupled with assault, and high media profile crime.

D. Except in the event of a public emergency and the actual full mobilization of the entire Police Department, an employee will not be recalled during the employee's vacation period, compensatory time off or personal leave.

E. Employees will have the right to accrue unused vacation to a maximum of 25 days.

F. An Employee, at his or her option, may elect to "cash in" up to 10 vacation days per annum and thereupon receive the per diem cash value of those days. Payment will be made in the first payroll period following the effective date for which the employee sought to "cash in" his/her vacation days. There will be only one purchase per contract year.

G. An employee may take three single vacation days in the first year of the 2012-2017 contract, and thereafter, if no serious scheduling problem is identified, a total of five individual vacation days may be taken. This will not increase the annual vacation allotment. Days selected by the employee will not conflict with any assigned Squad member and will be subject to 10 days' prior written notice to the Police Chief.

SECTION 12

SENIORITY COMPUTATIONS

The following schedule will be adopted by the Village from which all benefits, salaries, and vacations will be computed which have to do with seniority:

June 1st of each year will be the date used in the above named computations.

An employee who starts work between June 1st and November 30th will have seniority computed from June 1st of the same calendar year.

An employee who starts work between December 1st and May 31st will have time computed from June 1st of the next calendar year.

SECTION 13

RETIREMENT

The Village will participate in a 20 year non-contributory retirement plan pursuant to the provisions of Section 384-d of the Retirement and Social Security Law of

the State of New York for all employees. Any prior restrictive provisions limiting service to 20 years are hereby considered null and void.

The final average salary benefits of the New York State Retirement and Social Security Law will be added to the retirement benefits only of those employees hired before June 1, 1973. The Village adopted and filed a resolution providing for this benefit. The Village will have the right to order employees with more than (20) years of service to submit to an annual physical and will have the power to take appropriate action to terminate any employee found to be physically unfit for duty.

All employees hired and registered under Tier 2, Tier 3, Tier 4, Tier 5 and Tier 6 of the New York State Retirement System will adhere to the State options and restrictions.

SECTION 14

FALSE ARREST LIABILITY

The Village will provide false arrest liability insurance for all employees in the amount of \$500,000 for each person; \$1,000,000 for each incident.

SECTION 15

EDUCATIONAL INCENTIVE PLAN

The Village will adopt an incentive plan based on the employee's effort toward self-improvement through college as follows:

To be eligible for this incentive plan, the employee must:

1. Have completed the probation period;
2. Have completed the basic Police Training School;

3. Also have at least four years on the job if the employee has less than 30 college credits. If the employee has over 30 college credits, the employee will become eligible after completing one and two above.

Computation of benefits is as follows: for each 15 approved college credits, an employee will receive 1% of the employee's annual salary added to the employee's pay. For an Associate Degree of Police Science, the employee will have 4% added to the employee's salary. Notwithstanding the above, the maximum allowable educational incentive for employees hired after September 1, 2004, will be capped at \$2,500. Only college credits applicable towards Law Enforcement Related Degrees will be approved. A certified transcript will be supplied to the Village for all computations. Payment will commence in June of the following year earned and will be paid in one lump sum to be paid during the final pay period in August.

SECTION 16

COURT APPEARANCES

Whenever an employee is required to attend Court or other governmental agency in connection with the performance of duties, the employee will be provided with a vehicle by the Village or compensated at the rate of \$0.20 per mile for the use of other transportation, at the Village's option. This mileage computation will be computed from the Municipal Building, Westhampton Beach, New York.

SECTION 17

PBA PRESIDENT'S CONVENTION LEAVE

The Association President, or representative, will be granted four days' leave to attend one PBA Conference/convention or Training Session per year. In addition, the

President or designee will be granted an additional four days off per year to attend to Association business matters. The Chief will be given reasonable notice prior to the utilization of the days off.

SECTION 18

HOLIDAYS

A. Employees will receive the following 13 paid holidays, during the contract years, whether worked or not:

- | | |
|--------------------------|-----------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Easter Sunday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Day |
| 6. Independence Day | 12. Martin Luther King's Birthday |
| | 13. Election Day |

A new Employee, employed on or after March 1, 1989, will receive two days less than that provided for the first two years of employment. These days will be deducted from the May payout.

Holidays will be considered the actual day for payment computation. Six of the holidays will be payable in the last payroll in November and the remainder will be payable in the last pay period in May. The employee, at his/her option, may be paid for all holidays in the last pay period in May. He/she may not be paid for all holidays on December 1st.

B. Any employee actually working on a holiday, a minimum of one hour as defined in Paragraph A, will be provided with an additional one-half day's pay in addition to regular pay and holiday pay or overtime, which may be due an employee. An employee may, in lieu of receiving one-half day's pay, elect to receive one-half

compensatory day off. The scheduling of that time off will be requested to the Chief upon not less than 24 hours' notice. The Chief's approval, which will not be unreasonably withheld, will be subject to staffing considerations and will not result in the Village having to cover the absence on overtime. The prior request of an employee to use leave time (sick, personal and vacation) will be given priority over another employee's request to use this compensatory time.

C. Any Employee defined as a veteran under Section 63 of the Veteran's Military Law will receive an additional day off within one year of working on a Veteran's Day.

SECTION 19

DUTY TOURS

A. The proposed schedule consists of an eight hour day totaling 232 days worked in a year for all employees, except for new employees hired after September 1, 2004, who will work a 234 chart for their first two years of employment. The work schedule for police officers is as follows: they work four midnight tours (covering a weekend), then they have two days off. Then they work four day tours (covering a weekend), then have two days off. They then work four afternoon tours (covering a weekend), then have two days off. They then work three midnight tours then have three days off (a weekend). They work three day tours, then have three days off (a weekend). They then work three afternoon tours with two days off before the cycle begins again. Thus, they work three weekends in a row, then have two weekends off in a cycle. The exception to this is during the "summer season" as defined in the Agreement (Memorial Day through and including September 10). During the summer season, police officers

are required to work "payback" (extra tours during their scheduled weekends off) tours. These "paybacks" are worked on a Saturday during the first weekend scheduled off and on a Sunday on the second weekend scheduled off. During the three major summer holidays (Memorial Day, 4th of July and Labor Day), there is a Monday "payback" tour as well.

B. Employees will be permitted to accumulate up to 40 hours of compensatory time. Time accrued in excess of 40 hours will be paid at the prevailing rate. Compensatory time may not be utilized in less than four hour blocks.

C. Compensatory time must be approved by the Supervisor in charge. When a Supervisor is not on duty, the senior officer on shift may approve the use of compensatory time off. A Superior Officer or Senior Officer in charge may not grant his/her own time off. However, no approval will be given between Friday 1700 hours to Monday 0800 hours, or from 1700 hours the day prior to a holiday to 0800 hours on the day following the holiday, during the period from May 15th to September 15th.

SECTION 20

RIGHTS OF EMPLOYEES

A. Employees hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police power of the municipality.

C. All employees will be entitled to the protection of what will be hereafter termed as the "Bill of Rights for Members of the Westhampton Beach Police Department", which will be added to the present Rules and Regulations of the Department.

D. The wide range of powers and duties given to the Department and its employees involve them in all manner of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the employees. These questions may require investigation by superior officers designated by the Chief and a Trustee designated by the Mayor. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogations will take place at a location designated by the Chief and the Trustee. Usually it will be at Police Headquarters or the location where the incident allegedly occurred.

2. The interrogations of the employee will be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise, in which case reassignment of the employee should be employed. If any time is lost, the employee will be compensated.

3. The employee will be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations will be provided. If it is known that the employee is being interrogated as a witness only, the employee should be so informed at the initial contact.

4. The questioning will be reasonable in length. Reasonable respites will be allowed. Time will also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

5. The employee will not be subjected to any offensive language, nor will the employee be threatened with transfer, dismissal, or other disciplinary action. No promise or reward will be made as an inducement to answering questions.

6. The complete interrogation of the employee will be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning will be recorded. The employee will be entitled to a transcript of the stenographic record within a reasonable time after the interrogation if request therefore be made in writing to the Village.

7. If an employee is under arrest or is likely to be, that is, is a suspect or the target of a criminal investigation, the employee will be given rights pursuant to the law.

8. In all cases, and at every stage of the proceedings, in the interest of maintaining the usual high morale of the force, the Department will afford an opportunity for an employee, if the employee so requests, to consult with counsel and/or an Association representatives before being questioned concerning a violation of the Rules and Regulations or during any other interrogation.

9. **Suspended Employees:** An employee who is suspended with pay or on a leave of absence will only be paid his/her base salary and longevity. Clothing and equipment allowance, cleaning allowance, night differential, on-call pay and holiday pay will be prorated to exclude the time during which an employee is suspended with pay or on a leave of absence. Clothing and equipment allowance, cleaning allowance, night differential, longevity and on-call pay will be prorated based upon the number of regularly scheduled work days suspended (with or without pay) or on a leave of absence

out of 232 or 234 (during the first two years of employment) work days in the fiscal year. Holiday pay will be prorated to exclude payment for those holidays which fell during the employee's suspension (with or without pay) or leave of absence.

SECTION 21

PERSONNEL FILE

There will be only one personnel file maintained on each employee and each employee, upon reasonable written notice to the Chief, will have the right to examine the file and each employee will be notified of any additional matter placed in the employee's personnel file.

Sick leave records of the employee will be differential between ordinary sick time and line-of-duty time.

SECTION 22

SUBPOENA FEES FOR EMPLOYEES

An Employee whose services with the Village have been terminated for any reason and who is called to testify or assist in any proceedings arising out of the employee's employment with the Village, will be compensated for the appearance at the applicable hourly rate in the rank the employee held immediately prior to termination. Compensation will include travel expenses, room and board, and mileage allowance. Payment will not be made if the employee is a defendant in any action, proceeding or administrative hearing.

SECTION 23**GENERAL WORKING CONDITIONS**

A. By its very nature, law enforcement is a constant responsibility 24 hours a day, seven days a week. In order to cover these continuous hours, it is necessary to schedule employees on tours of duty or shifts which include the night time and weekends in addition to the normal employee workday. The days of the week and hours of the day that an employee is scheduled to be on duty may vary from the duty hours of other employees. Therefore, the work schedule, drawn by the Chief pursuant to Section 19(A), will remain in effect for the duration of the Agreement. Nothing herein will be construed to limit the right of the Chief to change individual tours of duty without penalty.

B. Mutual change of tours of duty will be permitted.

C. The Village will not require an employee to submit to a polygraph test.

D. The Village, so far as practical, will provide the Department with all necessary and essential equipment necessary to properly enforce the law, preserve the peace, and provide public safety. This equipment will be kept in a good state of repair.

E. The Village will replace all equipment which is required to be replaced by normal usage, procedure, wear-and-tear in the performance of duty.

F. All other benefits currently being enjoyed by the employees, whether by statute, law, ordinance, resolution or precedent, will continue to be in effect, provided the benefits do not duplicate a similar benefit provided herein.

SECTION 24

GRIEVANCE PROCEDURE

Any grievance arising out of the interpretation of this Agreement of the terms and conditions of employment of the employee will be resolved by the following procedure:

A. Step 1. The employee will, within 10 days of an occurrence that is alleged to have violated the contract or the employee's rights, or within 10 days of discovering the occurrence, submit the grievance in writing to the Chief. The Association will have the right to file a grievance directly at Step 2 if the grievance affects a group of employees and is associated with a Department or Village-wide policy. The Chief will issue a written reply to the grievance within 10 days of its receipt.

Step 2. Within 10 days of the receipt of the written reply of the Chief, the employee or, the Association for a grievance affecting a group of employees and associated with a Department or Village-wide policy, may appeal the decision of the Chief to the Village Board of Trustees. The Board will consider the grievance at its next regularly scheduled meeting and will issue a written reply within 10 days after the meeting.

Step 3. In the event that the employee or the Association is not satisfied with the decision, the Association may request binding arbitration and the parties will mutually agree upon an arbitrator to hear the dispute or, in the event that the parties are unable to agree upon an arbitrator, they will request that an arbitrator be selected from a rotating panel of three arbitrators to be agreed upon by the parties.

B. An employee processing a grievance pursuant to this Section will be entitled to Association representation or other representation that the employee deems necessary at each and every stage of processing of the grievance.

C. Any decision rendered by an arbitration panel or by an arbitrator will be final and binding upon the parties.

SECTION 25

ASSOCIATION REPRESENTATIVES EXCUSED FROM DUTIES

During negotiations between the Association and the Village to amend or modify this Agreement or to negotiate a new agreement or to protect and pursue a grievance, not more than one representative of the Association will be excused from the employee's duties in the Department to attend the periods of negotiations.

SECTION 26

HEALTH INSURANCE FOR DECEASED MEMBERS

Families of deceased employees will be maintained on hospitalization and medical insurance coverage provided by the Village to the employee prior to his/her demise with the Village, assuming 75% percent of the cost thereof and the family assuming 25% percent of the cost thereof in accordance with any resolution of the Board of Trustees adopted prior to June 1, 1985.

SECTION 27

CREDIT UNION

The Village will subscribe immediately to the existing Suffolk Federal Credit Union.

SECTION 28**ORGANIZATIONAL MEETINGS**

The Chief may schedule two organizational meetings per year to be held on the first Monday of the month upon reasonable notice, not to exceed two hours in duration at no cost to the Village.

SECTION 29**DENTAL/OPTICAL PROGRAM**

Dental: The Village will pay the full sum of the annual premium of the existing dental insurance plan held by the Association. Employees hired on or after April 17, 2013 will pay 50% of the annual premium. The Village will waive any outstanding premium costs due and owing to the Village from the employees. The Village will pay for the cost of the Association dental insurance plan as per Memorandum of Agreement dated October 2005, into retirement for the life of the retired employee.

Optical: The Village will agree upon an optical plan provided the plan can be obtained at reasonable cost to the Village, not to exceed \$152 annually. Employees hired on or after April 17, 2013 will pay 50% of the annual premium. The Village will pay the cost of the Association optical plan as per Memorandum of Agreement dated October, 2005, not to exceed \$152 annually, into retirement for the life of the retired employee. Employees hired on or after April 17, 2013 will pay 50% of the annual premium.

SECTION 30**LABOR MANAGEMENT COMMITTEE**

The Village and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and

harmonious relations, will jointly maintain and support a labor-management advisory committee. The committee will not consider contract interpretation matters and extensions of the negotiating process. The committee will be composed of six members: The Chief, two others designated by the Village Board of Trustees, and three members designated by the Association. The committee will consider and make recommendations to the Association and to the Village relative to the general morale, motivation and productivity of the day-to-day operations of the Department and the general safety and welfare of the employees. The activities of this committee are purely advisory and its actions will not be subject to the grievance and arbitration procedures. Committee meetings will be held upon the request of either party as often as necessary. The time, date and location of the meeting will be set in advance with an agenda being submitted at least one week prior to the mutually agreed upon date. At the same time, a copy of the agenda will be submitted to the Chief. Only agenda items may be discussed at the meetings. Members of the committee are to be allowed release time but not entitled to any compensation while serving on the committee during the employee's own time.

SECTION 31

OUTSIDE EMPLOYMENT

The Chief must be notified regarding outside employment. Outside employment will be limited to a reasonable number of hours if directly preceding the employee's tour of duty.

SECTION 32

TRAINING SESSIONS

A. The Chief may designate employees to attend two training sessions to a maximum of two schools, or 20 hours per year to be compensated at straight time. In no event will attendance at sessions or school result in additional pay to the employees.

Attendance will correspond to regular hours of duty for the employee.

B. Travel time to and from the session or school will be compensated at straight time. However, travel time will not be included in the 20 hour limit.

C. In the event that an employee has exceeded the 20 hour straight time limit, and is not selected to attend a school or training session due to budgetary constraints, the employee may voluntarily waive overtime and accept compensation at straight time.

D. While non-instructional time in the case of an overnight school or training session is not compensated, reasonable lodging and meal expenses will be a Village charge subject to the approval of the Chief.

SECTION 33

LINE-OF-DUTY INJURY

Any employee excused from duty due to a line-of-duty injury will continue to receive full pay and benefits as provided for in the Agreement for the period defined by Section 207-c of the General Municipal Law of the State of New York.

SECTION 34

REPORT OF LINE-OF-DUTY INJURY

The Village will notify the New York State Retirement System of any line-of-duty injury within 90 days of the employee's report to the Village of the injury.

SECTION 35

LIFE INSURANCE

The Village will allot a minimum of \$5,000 per year for premium payment for a life insurance policy to be selected by the Association. All full-time employees who are members of the Association must be insured in equal amounts. The Association is not precluded from obtaining additional coverage at its own expense.

SECTION 36

TERM OF AGREEMENT AND CONTINUATION

A. The term of this Agreement will be from the 1st day of June 2012 to the 31st day of May 2017. Either party to this Agreement may, at least 100 days prior to the 20th day of March 2017, serve written notice of intention to amend or modify this Agreement or negotiate a new Agreement. In the event neither party serves written notice as aforesaid, then all of the provisions and conditions of this Agreement will thereupon be automatically continued, except salaries which will be adjusted according to the Cost of Living Index for the 12 month period immediately preceding the expiration of this Agreement.

B. In the event that the aforesaid written notice has been served and negotiations are underway, but no Agreement has been reached by the expiration of this Agreement, then all provisions of this Agreement, including salaries, will continue in full force until the new Agreement is reached.

SECTION 37

INCONSISTENT RULES

During the lifetime of this Agreement neither party will make any rule or regulation in conflict herewith, nor will either party continue in force any rule or regulation which may be in conflict with the provisions hereof.

SECTION 38

POLICE ATHLETIC LEAGUE

An employee may offer to donate time to serve as a director of the P.A.L. subject to the following:

- A. In no event will the service result in the accrual of any overtime or overtime pay obligation;
 - B. The service will not exceed three hours in a week or 12 hours in a month;
 - C. The services will only be provided during the P.A.L. season;
 - D. In no event will the service either interfere with the operation of the Department or cause any other employee to be required to cover for the employee serving as director; and
-
- E. No monies will be paid for the donation of the service.

SECTION 39

OVERTIME FOR PERFORMANCE OF DUTIES WHILE OFF DUTY

The Village does not encourage an employee working outside his or her geographical area of employment, but recognizes that, from time-to-time, but due to unforeseen circumstances, an employee may become involved in an incident requiring immediate police intervention. The Village further recognizes that the employee may be

compensated for the involvement and, if injured, may be covered under the appropriate laws.

SECTION 40

ABOLITION OF POLICE DEPARTMENT

In the event that the Department is abolished by the Village, an employee will be entitled to be paid for existing vacation and sick accruals (earned and available at the time of the abolition of the Department) to the same extent and at the same rate that the employee would be entitled to payment under this Agreement in the event of retirement.

SECTION 41

MANAGEMENT RIGHTS

Except as expressly limited by other provisions in this Agreement, all of the authority, rights and responsibilities possessed by the Village are retained by it including, but not limited to, the right to determine the mission, purpose, objectives and policies of the Police Department to determine the facilities, methods and means and number of personnel required for the conduct of Police Department programs; to administer the Police Department program, to administer the Police Department personnel programs, including the examination, selection, requirement, hiring, appraisal, retention, promotion, assignment, or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish duty statements for each class of position and to allocate or re-allocate new or existing positions in accordance with the law; and to discipline or discharge employees in accordance with the law and the provisions of this Agreement.

10/8/13

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 have hereunder set their hands and seals on the day and year written above.

INCORPORATED VILLAGE
OF WESTHAMPTON BEACH, INC.

WESTHAMPTON BEACH POLICE
BENEVOLENT ASSOCIATION, INC.

BY: *Richard W. Tiller Mayor*

BY: *[Signature]* WTBPA President

BY: *Thelma Walker*

BY: *Teroy [Signature]*

SCHEDULE "A"
ECONOMIC BENEFITS
JUNE 1, 2012 THROUGH MAY 31, 2017

Employees Hired before December 7, 2011

	2%	1.50%	2%	2%	2%	2%
	6/1/2011	1/1/2013	6/1/2013	6/1/2014	6/1/2015	6/1/2016
<u>Rank</u>						
PO Entry	\$50,093.73	\$50,845.14	\$51,862.04	\$52,899.28	\$53,957.27	\$55,036.41
PO Step 1	\$62,896.71	\$63,840.16	\$65,116.96	\$66,419.30	\$67,747.69	\$69,102.64
PO Step 2	\$75,699.69	\$76,835.19	\$78,371.89	\$79,939.33	\$81,538.11	\$83,168.88
PO Step 3	\$85,368.48	\$86,649.01	\$88,381.99	\$90,149.63	\$91,952.62	\$93,791.67
PO Step 4	\$97,186.90	\$98,644.70	\$100,617.60	\$102,629.95	\$104,682.55	\$106,776.20
PO Step 5	\$103,795.61	\$105,352.54	\$107,459.59	\$109,608.78	\$111,800.96	\$114,036.98
Detective	\$110,354.94	\$112,010.26	\$114,250.47	\$116,535.48	\$118,866.19	\$121,243.51
Sergeant	\$121,559.19	\$123,382.58	\$125,850.23	\$128,367.23	\$130,934.58	\$133,553.27
Lieutenant	\$131,146.81	\$133,114.01	\$135,776.29	\$138,491.82	\$141,261.65	\$144,086.89

Effective December 7, 2012, employees employed as of that date will receive a one-time, off-schedule cash bonus of \$1,600, minus all applicable taxes and withholdings.

Employees Hired on or after December 7, 2011

	2%	1.50%	2%	2%	2%	2%
	6/1/2011	1/1/2013	6/1/2013	6/1/2014	6/1/2015	6/1/2016
<u>Rank</u>						
PO Entry	\$50,093.73	\$50,845.14	\$51,862.04	\$52,899.28	\$53,957.27	\$55,036.41
PO Step 1	\$57,765.42	\$58,631.90	\$59,804.54	\$61,000.63	\$62,220.64	\$63,465.06
PO Step 2	\$65,437.12	\$66,418.68	\$67,747.05	\$69,101.99	\$70,484.03	\$71,893.71
PO Step 3	\$73,108.81	\$74,205.45	\$75,689.56	\$77,203.35	\$78,747.42	\$80,322.37
PO Step 4	\$80,780.51	\$81,992.22	\$83,632.06	\$85,304.70	\$87,010.80	\$88,751.01
PO Step 5	\$88,452.21	\$89,778.99	\$91,574.57	\$93,406.06	\$95,274.19	\$97,179.67
PO Step 6	\$96,123.90	\$97,565.76	\$99,517.07	\$101,507.42	\$103,537.56	\$105,608.31
PO Step 7	\$103,795.61	\$105,352.54	\$107,459.60	\$109,608.78	\$111,800.96	\$114,036.98
Detective	\$110,354.94	\$112,010.26	\$114,250.47	\$116,535.48	\$118,866.19	\$121,243.51
Sergeant	\$121,559.19	\$123,382.58	\$125,850.23	\$128,367.23	\$130,934.58	\$133,553.27
Lieutenant	\$131,146.81	\$133,114.01	\$135,776.29	\$138,491.82	\$141,261.65	\$144,086.89

Longevity*

5 Years	\$2,376
10 Years	\$3,643
15 Years	\$4,909
20 Years	\$6,150

Night Differential** – 2 Tours: \$5,218

Night Differential** – 3 Tours: \$5,650

Detectives On Call: \$3,500

*Night Differential – In order to qualify for night differential, members must actually work a schedule which includes nights.

**Longevity – Earned longevity will be paid annually in one lump sum to be paid in the first pay period in December.

***For longevity purposes only, a full-time member will be credited with prior service time earned while working as a full-time police officer for another municipality. Written verification of such prior service must be presented to the Chief to qualify for prior service credit.