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Union: Malverne Police Benevolent Association (PBA)

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AGREEMENT

BETWEEN

THE INCORPORATED VILLAGE OF MALVERNE

AND

MALVERNE POLICE BENEVOLENT ASSOCIATION

JUNE 1, 1999 MAY 31, 2003
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AGREEMENT made at Malverne, New York the 16th day of August, 2000, by and between the INCORPORATED VILLAGE OF MALVERNE, a duly constituted municipality situated in the County of Nassau, State of New York, (hereinafter referred to as "Village") and the MALVERNE POLICE BENEVOLENT ASSOCIATION, INC., a membership corporation organized and existing under the laws of the State of New York (hereinafter referred to as "P.B.A.").

WITNESSETH

WHEREAS, the Village, in accordance with applicable law, recognized the P.B.A. as the sole and exclusive bargaining representative of the police officer membership of the regular police force of the Incorporated Village of Malverne, Nassau County, New York, and

WHEREAS, the parties in accordance with applicable law have conducted negotiations pertaining to benefits for said membership,

NOW, THEREFORE, in consideration of these premises, the parties agree and covenant as follows:

1.0 TERM OF AGREEMENT

Except where provided to the contrary, the agreement shall automatically become effective as of June 1, 1999 and terminate on May 31, 2003.

2.0 COVERAGE

The provisions of this agreement shall apply to all police officers of the regular police force of the Incorporated Village of Malverne except the Chief of Police but including any member of the said police force while serving as acting Chief.

3.0 RESIDENCY

Each member of said police force (hereinafter referred to as "member") shall maintain his/her principal residence or domicile, within the territorial boundaries of Nassau County, Suffolk County or Queens County.

4.0 SALARIES

4.1 (a) Commencing as of the effective date of this agreement and continuing for the term of this agreement, the Village shall pay the following salaries, including increments, to each member hired prior to May 1, 2000.
### 4.1

(b) Commencing as of the effective date of this agreement and continuing for the term of this agreement, the Village shall pay the following salaries, including increments, to each member hired on or after May 1, 2000.

<table>
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<td>Academy</td>
<td>$21,632</td>
<td>$22,173</td>
<td>$22,727</td>
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<td>2 years</td>
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<td>$56,512</td>
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<tr>
<td>3 years</td>
<td>$60,113</td>
<td>$61,616</td>
<td>$63,156</td>
<td>$65,682</td>
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<td>$69,008</td>
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<tr>
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<td>$65,154</td>
<td>$66,783</td>
<td>$68,452</td>
<td>$71,191</td>
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<td>$70,384</td>
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<td>$97,316</td>
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<td>$106,333</td>
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</tbody>
</table>

### 4.2

INCREMENTS: Annual increments shall be given to each member June 1st of each fiscal year as set forth in the proceeding chart.
5.0 LONGEVITY

5.1 Each member shall be entitled to an automatic increase in salary for longevity as follows:

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<tr>
<td>after 6 years</td>
<td>$ 925</td>
<td>$1,025</td>
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<td>after 10 years</td>
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<td>1,725</td>
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<tr>
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<td>2,225</td>
<td>2,325</td>
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<tr>
<td>16-20 years</td>
<td>+125</td>
<td>150</td>
<td>175</td>
<td>200</td>
</tr>
<tr>
<td>after 20 years</td>
<td>+150</td>
<td>175</td>
<td>200</td>
<td>225</td>
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</table>

5.2 For employees hired on or after 5/1/2000, the longevity steps shall be 7, 10 and 15 years, 16-20 years and after 20 years.

6.0 NIGHT DIFFERENTIAL

6.1 Each member, at least one-third (1/3) or four (4) hours of whose shift is scheduled for or actually occurs between 4:00 P.M. and 8:00 A.M. shall be entitled to additional differential compensation of ten percent (10%) of base pay for all hours actually worked between the hours of 4:00 P.M. and 8:00 A.M.

6.2 An employee who is on sick leave due to a line-of-duty injury shall, for a period of sixty (60) days (cumulative), continue to receive the same night differential which he/she would otherwise receive by reason of his/her work schedule.

7.0 OVERTIME AND PAID LEAVE COMPUTATIONS

7.0 (a) In the event that a member shall work for more than thirty-six (36) hours in any one hundred sixty-eight (168) consecutive hour period, except as otherwise required by the work schedule (as per the attached chart at appendix "A"), all hours, or part thereof, in excess of thirty-six (36) hours shall be paid for at the rate of one and one-half (1 1/2) times such members regular pay, computed on an hourly basis. Such payment shall be in addition to all other compensation otherwise payable to the member during such period of time.

7.0 (b) If a member is called to, or is required to remain on duty for court appearances, medical or physical examinations, or uniform measurements or fittings, in each such event the member shall be entitled to additional compensation for all such time at the overtime rate. Such compensation shall not apply if a member is working regular tour of duty. In the event that a member is called to or is required to remain on duty for any of the reasons set forth in this sub-paragraph, the member shall receive at least four (4) hours of aforesaid additional compensation at the applicable overtime rate of pay even though he/she may have actually been
on such duty for fewer than four (4) hours. If however, the member is require to arrive for duty immediately before or immediately after his/her regular tour for classroom instruction the member shall be entitled to additional compensation for all such time at his/her regular rate of pay.

7.0  (c) Effective December 1, 1997, all overtime shall be calculated and paid to members based upon a two hundred and thirty-two (232) day duty chart. All paid leave time accumulated by members on or after June 1, 1998 shall be valued and paid to members based upon a two hundred and thirty-two (232) day duty chart. All paid leave time accumulated by members before June 1, 1998, shall be valued and paid to members based upon a two hundred and sixty-one (261) day duty chart.

Paid leave time earned in a category prior to June 1, 1998 shall be replaced with paid leave time earned in that category on or after June 1, 1998, if a member has accumulated the maximum amount of paid leave time members are entitled to accumulate in that category (e.g., vacation leave, sick leave). Notwithstanding the above, any member who has not reached the maximum sick leave accrual and who suffers a non-job related illness or injury resulting in an absence of more than 26 consecutive days shall have equal deductions made from his/her pre-June 1, 1998 and post-June 1, 1998 accruals.

7.1  COURT RECALL

7.1(a) If a member is called for a court appearance and must report prior to 1200 hours and works 1900 to 0700 tour of duty on the day of such recall and there are four (4) or more members working such tour, he shall be excused at 0400 hours of such tour.

7.1(b) If the court recall is canceled by notifying the member more than seventy-two (72) hours before the designated time, then the member shall receive no compensation.

7.1(c) If the court recall is (1) not canceled by notifying the member more than seventy-two (72) hours before the designated time or at a time seventy-two (72) hours or less before the designated time and (2) the member actually reports for such work, then the member shall be credited with a minimum of four (4) hours as time worked or the actual time worked if four (4) or more. If the member does not so actually report for such work, he/she shall receive no compensation.

7.1(d) If the court recall is canceled by notifying the member seventy-two (72) hours or less before the designated time, the member shall immediately notify the desk officer or other individual if the Chief of Police so designates in the Rules and Regulations of the Police Department. The member shall be required to report to duty, as directed by such individual he/she is required to notify, for a minimum of four (4) hours of work all of which shall be within eight (8) hours after such designated time, unless he/she voluntarily or actually does not so report to work, in which case, he/she shall receive no compensation for the court recall.
7.1(e) Notice to a member under this sub-section may be given to him/her personally or to an individual at the place the member has furnished the desk officer or other individual designated by the Chief of Police in the Rules and Regulations of the Police Department. Notice shall be deemed made if an unsuccessful attempt at actual notification is made at such place unless the member is actually on-duty at the time of such unsuccessful attempt.

7.2 TOUR CHANGES

7.2(a) No tour of duty may be switched solely for the purpose of avoiding the payment of overtime.

7.2(b) If an illness of one scheduled to work arises suddenly, the Chief of Police may switch tours provided the switched employee receives compensation at the overtime rate. Changes made pursuant to Section 11.3 will not result in overtime. The declaration of any emergency shall be left to the sole discretion of the Commissioner or Chief of Police, though same shall not be declared merely for the purpose of providing normal everyday police services.

7.2(c) Switching of shifts among members of the Department, for their own personal needs (subject to the prior approval of the Chief) shall not entitle personnel so involved to overtime compensation.

7.3 MEAL ALLOWANCE

In addition to all other compensation, in the event that a member works two (2) or more hours before or after his/her regular tour of duty or additional tour of duty, he/she shall receive in such instance the sum of TEN ($10.00) DOLLARS as meal allowance.

7.4 COMPENSATORY TIME

Notwithstanding the foregoing, each member shall have the right at his/her election to receive compensatory time in lieu of overtime compensation for each hour of overtime worked and may accumulate such compensatory overtime credit to an amount not exceeding forty (40) hours at any one time. After having first made an election to receive compensatory time, a member may, if he/she chooses, thereafter receive overtime pay in lieu of such unused compensatory time.

7.5 DISCIPLINARY PROCEEDINGS

Time required for a member to attend his/her own disciplinary proceedings not held at a time during his/her regular tour of duty shall be deemed overtime for the purpose of computing his/her compensation, unless such member shall be found guilty of the charges against him/her and such guilty findings shall not have been withdrawn, reversed or set aside.
7.6 PHYSICAL EXAMINATION

A member ordered to report for a physical examination while on sick leave, shall receive credit for time worked as overtime for any hours directly or indirectly involved therein, no matter to what length the sick leave period may extend. If the member is directed to report at a time other than what would ordinarily be his/her regularly scheduled tour of duty had he/she not be on sick leave, such direction shall be considered recall, and all the benefits attached thereto shall accrue to the member.

7.7 OVERTIME ON VACATION

For the purposes of computing overtime, time worked by a member during his vacation time and holidays shall be treated as overtime.

7.8 OVERTIME CLAIMS

All claims for overtime shall be submitted by a member claiming such overtime to the Chief of Police, and a copy thereof shall also be submitted to the Board of Trustees of the Village within thirty (30) days after submission to the Chief of Police.

8.0 STAND-BY TIME

8.1 In the event that a member shall be notified by the Chief of Police to "stand-by" for possible duty, the member shall not be required to remain at home but shall keep police headquarters informed where he/she may be reached by telephone during said "standby" time, and he/she shall remain in such proximity to headquarters that he/she may reasonably report there for duty within one (1) hour after a call to duty by telephone.

8.2 A member shall be entitled to receive compensation for each one (1) hour of "stand-by" time the member was actually on duty for one-fourth (1/4) hour. Upon each occasion when a member is notified to "stand-by", he/she shall be entitled to receive compensation for not less than four (4) "stand-by" hours even though such "stand-by" time may actually be fewer than four (4) "stand-by" hours.

9.0 SHORT SWING

No member of said police force shall be assigned to, or be required to perform a tour of duty as a "short swing" which shall exceed twelve (12) consecutive hours of any consecutive twenty-four (24) hour period or shall be assigned to, or be required to be on duty for more than thirty-six (36) hours during any one hundred sixty-eight (168) consecutive hour period, except as otherwise required by the work schedule (as per the attached chart at appendix "A") and no tour of duty for a member shall commence earlier than twelve (12) hours after the end of the next proceeding tour for such member, except in the event of strikes, riots, conflagrations or occasions when large
crowds shall assemble, or other similar emergency and in such instances such duty shall extend only as necessary and reasonable. There shall be no less than one hundred eighteen (118) hours off for each member between shifts.

10.0 RECALL

In the event that a member is recalled to duty or is required to remain on duty beyond his/her regular tour, he/she shall be entitled to receive compensation therefore as overtime. Up to one (1) hour travel time to and up to one (1) hour travel time from duty shall be compensable hereunder, and the member shall be fully protected by insurance coverage provided at the sole cost and expense of the village for at least one (1) hour before to one (1) hour after such additional duty. There shall be no travel time for recall caused by ambulance calls. If, after recall, a member is not required to go on duty, he shall be compensated as though he had worked two (2) hours of such recall if he/she works any part of such recall, then he/she shall be compensated for not less than four (4) hours of such recall duty, regardless of the actual hours worked.

11.0 BASIC WORK WEEK AND TOUR OF DUTY

11.1 All members shall have a twelve (12) hour work day with rotating days off (per the attached chart at appendix “A”)

11.2 Tour selections (day 0700-1900 or night 1900-0700) shall be picked once per year, each September, pursuant to the selection used for vacation. There shall be an equal distribution of personnel on each tour. In the event there is an odd number of members the Chief of Police shall designate the tour of that member.

11.3 Squad assignments shall be made by the Chief of Police. When vacancies occur due to retirement, termination, death, or sick leave which exceeds forty-two (42) calendar days the Chief of Police may make reassignments upon twenty-one (21) calendar days notice to the member being permanently reassigned within his/her tour. The twenty-one (21) calendar days notice may be made prior to the actual date of the vacancy. The Village shall have the right to change tours if three (3) or more members are out on extended sick leave on a tour, provided that a member whose tour is changed shall not lose night differential. When there is a tour change, volunteers shall first be requested and then changes shall be made in inverse seniority order.

12.0 HOLIDAYS

Each member shall be entitled to receive twelve (12) paid holidays, payable at the rate of eight (8) hours, as follows:
Independence Day
Labor Day
Columbus Day
Veterans' day
Thanksgiving Day
Christmas Day
New Year's Day
Lincoln's Birthday
Washington's Birthday
Election Day
Memorial Day
Flag Day

13.0 HOLIDAY COMPENSATION

Each member shall be entitled to receive for duty regularly scheduled and worked paid holiday compensation at the rate of two and one-half (2 1/2) times his/her regular rate of pay; for duty actually performed on a paid holiday which he/she is not regularly scheduled, a member shall be entitled to receive compensation at the rate of three and one-half (3 1/2) times his/her regular rate of pay.

14.0 SPECIAL DAYS

In the event that a "special day" or holiday or day for special observance is declared by the President of the United States, the Governor of the State of New York or the Nassau County Executive, a member who is on duty on that day shall be entitled to receive compensatory time off for such duty.

15.0 SICK LEAVE

15.1 Each member shall be entitled to seventeen (17) days, four (4) hours, (i.e., 208 hours) paid sick leave in each year. Any unused sick leave during the year shall be accumulated and carried to the credit of the member from year to year and shall be available to him under appropriate circumstances. There shall not be a total maximum allowable accumulation such accumulation being unlimited. Sick leave shall be calculated into hour calculations.

15.2 In addition to the foregoing, in the event that during a contract year a member shall not have used any sick leave for that year, there shall be automatically added to his allowable sick leave for the year an additional three (3) days (i.e., 36 hours) (pursuant to General Municipal Law 207-c).
15.3 Any absence resulting from a duty-connected injury shall not in any manner be charged to a member's sick leave days for that year or to his/her accumulated reserve of such days, and in such instances, he/she shall be paid his/her compensation as though such absence had not occurred.

15.4 Sick leave shall be charged against scheduled working days only. An employee on sick leave is only required to remain in his/her residence between the hours of 9:00 A.M. and 9:00 P.M. on a day he/she was regularly scheduled to have a tour of duty, except if otherwise reasonably directed by the Chief of Police. The employee may be visited by supervising officer at any time during the hours of 9:00 A.M. and 9:00 P.M. on the day he/she was regularly scheduled to have a tour of duty. With the consent of the Chief of Police, the provisions of this section may be waived.

15.5 If a member is entitled to cash payment for accumulated terminal leave pursuant to Section 19 of this agreement, he/she shall also be paid, in a lump sum, the value of his/her accumulated and unused sick leave to the extent of fifty (50%) thereof, but not to exceed a total of two hundred (200) eight (8) hour days.

15.6 Sick leave for new members hired after June 1, 1990.

(a) Before completion of five (5) years of service each member shall be entitled to 8.5 (8 1/2) paid sick days each year.

(b) on the completion of five (5) years of service each member shall be entitled to seventeen (17) days, four (4) hours paid sick leave days each year.

(c) All other provisions of this section remain the same including and not limited to sections 15.2, 15.3, 15.4, and 15.5.

16.0 PERSONAL DAYS AND DEATH LEAVE

16.1 Each member shall be entitled to receive during the contract year a total of fifty-six (56) hours working time for personal leave for any reason. All calculations shall be hourly.

16.2 A member, on application to the Chief of Police or his/her designee, shall be granted three (3) twelve (12) hour working days leave of absence with full pay in case of death in his/her "immediate family" which shall be defined as his wife, husband, child, father, mother, brother, sister, parent-in-law, and step-parent. A member, on application to the Chief of Police or his designee, shall be granted one (1) twelve (12) hour day's leave of absence with full pay to attend the funeral in case of death of his/her grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster-parent and foster-children.
17.0 VACATIONS

17.1 Employees shall receive vacation time on a working day basis. Employees with less than five (5) years continuous service shall receive thirteen (13) twelve (12) hour working days during each calendar year. Employees with five (5) or more years of continuous service shall receive eighteen (18) twelve (12) hour working days during each year. An employee shall work one continuous year of service before receiving his/her full year's vacation time. Thereafter, vacation time shall be credited on January 1st or each year, except that the additional credit for five (5) or more years continuous service shall be credited on the anniversary date of such employee's fifth year.

17.2 The authorized vacation period granted to members with less than one (1) full year of service shall be one and two thirds (1 2/3) twelve (12) hour working days for every month of service. Such vacation may be taken by the member any time subsequent to six (6) months after appointment and shall not vest prior thereto and the portion so taken shall be subtracted from his/her first year's entitlement. A member whose services are terminated for any reasons shall be entitled to vacation pay for the portion of the year that he/she actually worked pro-rated on a monthly basis which shall include time worked during the first year after his/her appointment pursuant to limitations of Section 431 of the New York State Retirement and Social Security Law.

17.3 A member may split his/her vacation time by dividing this total vacation time earned in three (3) periods of time with the minimum period being three (3) working days. The time at which the member is to take his/her, entitled vacation period is to be at the discretion of the Chief of Police. Vacations shall be selected on a two tier basis by seniority within the day tour or the night tour. Any weeks can be picked. Anyone overlapping or working the same day cannot pick the same week that a more senior member picks their vacation. A member must pick up to two weeks vacation with the remaining time eligible to be selected individually.

18.0 P.B.A. AND POLICE CONFERENCE OFFICIALS

18.1 (a) The President, or his duly designated representative, of the P.B.A. shall be permitted the number of days required, with pay, for the purpose of attending to all PBA matters, and all functions of the Metropolitan Police Conference, the Nassau Police Conference, and the New York State Police Conference.

18.1 (b) The P.B.A. shall be permitted, upon approval of the Chief of Police, up to a maximum of eight (8) days, with pay, per year, combined for the entire P.B.A., for members holding office in a police conference operating in the State of New York, for purpose of attending functions of the Metropolitan Police Conference, the Nassau Police Conference, and the New York State Police Conference.
18.1 (c) These officials shall be paid all their compensation including, but not limited to, night differential and holiday compensation, as if they were working their regularly scheduled tour.

18.2 An elected officer or an officer appointed to fill an elected position of the Police Benevolent Association shall be covered for medical payments, comprehensive liability insurance, and be given all the protection he/she would enjoy if he/she were on his/her regularly scheduled tour of duty whether in or out of the Village of Malverne, except the benefits afforded under Section 208-b and 208-c of the General Municipal Law shall not be applicable thereto. If the Village Insurance premiums are increased as a result of this section, the P.B.A. shall reimburse the village for that increase.

19.0 TERMINAL LEAVE AND PAY FOR UNUSED SICK LEAVE

19.1 A member shall be entitled to payment for accumulated terminal leave computed on the basis of forty (40) hours per year terminal leave for each year of completed service after the completion of twenty (20) years of service, pro-rated for each portion of a completed year thereafter at the rate of one (1) day for each seventy-two (72) days. All calculations hereunder will be pro-rated on the eight (8) hour day.

19.2 A member’s time of service shall include all time for which the member has served in the military forces of the United States if he/she has purchased the right to utilize such time and time increased only if the total time of service on the police force amounts to a minimum of twenty (20) years after adding military time and shall also include all time during which a member shall be disabled or incapacitated by illness or injury as the result of or in connection with his/her employment by the Village and if a member of the force retires because of disability or deceases, or dies while in the employment of the Village, he/she, his/her beneficiary or his/her legatee, is to be allowed five (5) days of terminal leave for each year of service even if total time on the force up to the time of such termination is less than twenty (20) years.

19.3 Provided the member provides ninety (90) calendar days notice of retirement, all monies due a member on account of terminal leave under this paragraph and accumulated sick leave under Section 15.0 herein, shall be paid in a single lump sum, promptly in cash or good check by the Village upon such termination, to the member, or if the member is then deceased, to such person, if any as the member may have in writing designated and filed with the Village. If said notice in not provided, the Village shall have the option of waiving the notice, or paying out the total sum in equal monthly installments for two (2) years after the member/s retirement.

19.4 Members terminated for cause or with charges pending shall lose all termination benefits provided for in this section of the agreement or in any other section.
20.0 MEAL PERIOD AND COFFEE BREAKS

While on duty, each member of said police force shall be entitled to two (2) forty-five (45) consecutive minutes off for regular meals. During each twelve (12) hour tour, each member shall be entitled to one (1) coffee break of fifteen (15) consecutive minutes.

21.0 INSURANCE

21.1 The Village shall continue to pay the total cost of the dental insurance for the members and their family. Said plan to continue in the same manner as in the past. An equivalent plan may be implemented with the permission of the PBA.

21.2 (a) The Village, at its cost and expense, shall insure each member of said police force and his/her spouse and minor children, while he/she is employed and after his/her retirement, with Blue Cross, Blue Shield and Major Medical Insurance, or equivalent coverage, in accordance with the New York State "Empire Plan" during the contract year.

21.2 (b) If any P.B.A., member has alternate health insurance coverage, that member shall have the right to withdraw from the Village Health insurance plan and opt for coverage under the alternate insurance. In so doing, the member shall receive fifty (50%) percent of the Village's cost for providing the individual with that health insurance with the other fifty (50%) percent to be retained by the Village. This fifty (50%) percent coverage shall be paid to the member each time that the Village's insurance payment would otherwise be due. This election shall be at the employee's option. The employee shall also have the right to come back in the village insurance coverage, even after retirement, and the Village shall guarantee its health insurance coverage to a re-applying member within one (1) calendar month after notification that the employee desires to return to Village health insurance coverage.

21.2 (c) Subject to relevant regulations, in the event a member dies in the line of duty, the Village shall pay the cost of his/her spouse's health insurance premiums for five (5) years or until the spouse remarries, whichever is earlier and the cost of dependent children's health insurance premiums until they reach the age of eighteen, unless the spouse has his/her own health insurance.

21.3 (a) The Village, at its sole expense, shall provide each member with life insurance insuring his/her life in the face amount of ONE HUNDRED THOUSAND ($100,000.00) DOLLARS, insuring his/her spouse in the face amount of FIVE THOUSAND ($5,000) DOLLARS, and insuring each of his/her dependent children in the sum of ONE THOUSAND ($1,000) DOLLARS, with double indemnity for accidental death, such policy or policies to contain a provision whereby it or they may be continued by payment premium by the member or respective members of his/her family after the termination or severance of the member from employment as a police officer of the Village.
21.3  (b) During the Contract term, in the event that the premiums for the policy are increased, the Village shall increase its contributions, only if necessary, up to ten (10%) percent of its 1992-93 rate. Effective June 1, 1995, if necessary, the Village shall provide an additional ten (10%) percent increase in the event that the insurance premiums to provide said insurance coverage are increased.

21.4  A member shall be compensated for the loss or damage of personal items providing said loss or damage is caused without negligence on the part of the member and while said member is on duty or actually conducting police business. The member seeking to collect hereunder must prove to the satisfaction of the Village that said loss was actually incurred. When a claim is submitted hereunder, it must be accompanied by a sworn statement that said claim was incurred in the course of said member's duties as a police officer together with an executed claim voucher indicating thereon the items, damage or loss and the original cost thereof, together with the current value, including depreciation. Items covered shall be limited to clothing, equipment and accessories actually worn. Personal vehicles shall not be includable items unless they are actually being operated at the time in the performance of police business.

21.5  The Village shall pay all reasonable funeral expenses up to a maximum of THREE THOUSAND TWO HUNDRED ($3,200) DOLLARS incurred by the family of a member who dies in the line or performance of duty.

22.0  UNIFORMS AND EQUIPMENT

22.1  All uniforms and equipment, as reasonably required for the members, shall be provided by the Village at its sole cost and expense. Each member shall be provided with billies, handcuffs and winter gloves. The Village shall pay to each member on June 10th of the contract year the sum of ONE THOUSAND SEVENTY FIVE ($1,075.00) DOLLARS.

22.2  When off-duty and not in uniform, members of the force shall at all times carry a fully-loaded Smith and Wesson 38 caliber or Colt or Dan Wesson Revolver with not less than a two-inch barrel with a safety bar or 9MM, except when to do so would be unreasonable and impracticable.

23.0  MAINTENANCE OF EQUIPMENT

Motor vehicles and other equipment furnished or used by members shall be in proper working condition, shall conform to all requirements of law and shall contain proper emergency and safety equipment and supplies.
24.0 GRIEVANCE COMMITTEE

24.1 All grievances shall be presented in writing to the Chief of said police force, with a copy thereof to the Police Commissioner of the Village, by Grievance Committee duly created by the P.B.A., under its By-Laws.

24.2 Within seven (7) calendar days after such presentation, the chief shall answer the Grievance Committee in writing.

24.3 If said answer is not satisfactory to the Grievance Committee, the matter shall be presented in writing by said committee to the Board of Trustees of the Village, which Board of Trustees shall act as a review board with respect thereto and with reasonable dispatch (but in no event later than thirty (30) calendar days after such presentation) shall advise the Grievance Committee in writing of its determination. If such determination by said Board of Trustees is not satisfactory to the Grievance Committee, the said committee shall have the right to appeal to the appropriate department or official of the New York State Public Employment Relations Board to have an arbitrator appointed, the determination from which shall be binding on both sides.

24.4 Notwithstanding the foregoing, any member shall have the right to submit his/her own grievance and to pursue same on his own behalf in accordance with the above procedure, in which event the said Grievance Committee shall receive copies of all grievances, answers, determinations and other papers and shall receive reasonable prior written notice of all hearings and proceedings pertaining thereto and have an opportunity to observe and participate.

25.0 DISCIPLINARY PROCEEDINGS

25.1 Any member who is in danger of or who is the subject of disciplinary proceedings, shall have the right to be fully informed of any charges placed or threatened to be placed against him and shall have the right to be represented by legal counsel and by a representative of the P.B.A. at all times and for all purposes pertaining to or in connection with such proceedings.

25.2 A member shall not be compelled to submit to a polygraph test.

26.0 INDEMNITY

The Village, at its sole cost and expense, shall provide competent legal counsel and shall indemnify and hold harmless each member against all loss, expense and damages for which a member may become liable or which he/she may sustain for any reason of whatsoever nature arising out of or in connection with his/her employment with the Village as a police officer acting in the Village of Malverne or pursuant to his employment by the Village of Malverne.
27.0   MILEAGE ALLOWANCE

The Village shall pay to each member the sum of TWENTY-FIVE (25) CENTS per mile for each mile that a member shall use a motor vehicle not owned by the Village for use on or in connection with Village business, including but not limited to travel to and from court for court appearances but excluding use of such motor vehicle for travel to and from his/her regular tours of duty.

28.0   DEPARTMENT CHARGES

28.1   Except as herein otherwise provided, disciplinary proceedings and charges against a member shall be in accordance with Village Law Sections 8-804 and 8-806.

28.2   Charges and specifications and all references thereto shall be removed from the personnel folder of the member if he is found not guilty after the administrative hearing, or, after proceedings are reversed by a Court of competent jurisdiction. If the member is found guilty, the charges and specifications and determination thereof and all references thereto shall be removed from his/her personnel folder two (2) years after the final determinations made, so long as the member has not been found guilty of a violation of the Rules and Regulations occurring within that two (2) year period. Such charges and specifications and references thereto shall be placed in a confidential file which shall not be opened or made available to anyone without the express written consent of the member involved, except the Chief of Police personally shall have access without the consent of the member.

29.0   PROMOTION LIST

The Village shall use its best efforts to maintain and publish to the members an eligibility list for promotion in the Police Department.

30.0   SUBPOENA FEES (SPECIAL COMPENSATION AFTER SEPARATION FROM SERVICE)

Former members are paid for each day at straight time computed with the rank held at the time of separation from service, with rate computed at time of testifying for testifying or assisting in criminal, civil cases and hearings in relation to matters in which he/she was involved while a member of the Department when requested by the Chief of Police on behalf of the Department. A claim form properly executed must be submitted to the Village which must approve same.

31.0   RETIREMENT BENEFITS

31.1   One-Year-Bill--The Village shall continue to elect to provide that the "final average salary" shall be computed on the final year's compensation as provided in Section 302, subsection 9(d) of the Retirement and Social Security Law.
31.2 Career Retirement Plan--The Village shall continue to make available the career retirement plan (Sections 375 (e), (g) and (i) of the Retirement and Social Security Law) so long as there are no additional costs to the Village. If such cost occur, then the Village is free to void this provision.

31.3 The Village shall provide the benefits of Section 208-b and 208-c of the General Municipal Law providing for additional death benefits for the family of any member killed in the line of duty.

32.0 POST COVERAGE

There shall be a minimum of two (2) police officers who have completed schooling assigned to outside posts within the Village at all times.

33.0 CONTINUATION OF BENEFITS

The Village shall continue to provided all benefits and conditions afforded members of said police force to and including the date hereof, unless the same are in conflict with any of the express provisions of this agreement in which event this agreement shall prevail.

34.0 STATEMENT OF POLICY

34.1 The P.B.A. hereby covenants, represents and warrants that it will not directly or indirectly, by a subterfuge or device assert the right to strike against any government of duly constituted authority, nor assist or participate in any such strike, nor impose upon any of its members an obligation to conduct, assist or participate in such strike.

34.2 Except as limited by this agreement, the Village reserves the right to determine the standards of service to be offered by its various agencies; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classification; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work.

35.0 DEFERRED COMPENSATION PLAN

Subject to being able to implement a, Deferred Compensation Plan pursuant to Chapter 547 of the Laws of 1982 without any significant cost, the Village shall take the necessary steps to provide such a plan to members of the bargaining unit.
36.0 COLLEGE TUITION INCENTIVE

A sum of TWELVE HUNDRED FIFTY ($1,250.00) DOLLARS to be paid annually to any member upon the completion of four (4) year college degree.

37.0 HEALTH PLAN REVIEW COMMITTEE

It is agreed that a committee shall be established to explore Health Plan alternatives. It is understood that the purpose of this committee is limited to reviewing health plans which provide at least the current level of benefits to the members of the P.B.A. and which do so at a reduced cost to the Village, unless both parties agree otherwise.

38.0 LEGISLATIVE ACTION

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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto, upon resolution duly adopted, have authorized their duly appointed representatives to execute these presents and to affix their respective seals hereto on the day and year first above written.

ANTHONY PANZARELLA, Mayor
Village of Malverne

DOMINICK MORREALE, President
Malverne P.B.A.