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AGREEMENT

BETWEEN

VILLAGE OF OLD BROOKVILLE

AND

OLD BROOKVILLE POLICE
BENEVOLENT ASSOCIATION, INC.

June 1, 2006 - May 31, 2012
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THIS AGREEMENT made as of the 1st day of June, 2006, and between the
VILLAGE OF OLD BROOKVILLE ("Employer") and the OLD BROOKVILLE POLICE
BENEVOLENT ASSOCIATION INC., ("P.B.A.").

WITNESSETH

WHEREAS, the P.B.A. represents a majority of all of the members of the Old Brookville
Police Department ("Department") except the Chief, Captain, Lieutenant, civilian dispatchers and
clerks ("Employees"), and the Employer, acting by and through the Old Brookville Board of Police
Commissioners ("Board"), recognizes that the P.B.A. is the sole and exclusive bargaining agent for
the Employees' and

WHEREAS, the Board and the P.B.A. have concluded negotiations concerning the terms
of employment for the Employees for the period June 1, 2006 to May 31, 2012; and

WHEREAS, the Employer is acting on behalf of itself and the Incorporated Villages of
Brookville, Cove Neck, Matinecock, Mill Neck, Muttontown and Upper Brookville pursuant to a
Seven Village Joint Police Protection Contract dated as of June 1, 2006;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I. Persons Covered By and Duration of this Agreement.

Section 1.1 Recognition of PBA as Exclusive Representative

The Employer recognizes the P.B.A. as the exclusive representative for the purpose of
collective bargaining relative to wages and other terms of employment for police officers, detectives
and sergeants, in the Department.
Section 1.2  Term of Agreement

The term of this contract shall be for a term covering a period of six (6) years beginning June 1, 2006 and ending May 31, 2012.

Section 1.3  Gender of Words

Words in the masculine gender shall be read in the feminine gender when any provision of this agreement is applied to female Employees.

ARTICLE II.  Negotiations.

The P.B.A. shall have the right to negotiate with the Employer by and through the Board to the extent and as permitted by the laws of the State of New York. For the purpose of orderly negotiations, the P.B.A. agrees that the members of its bargaining committee shall not exceed five (5) persons. Only one (1) member of the P.B.A. bargaining committee shall be granted leave of absence without loss of pay or benefits for attending the meetings between the Employer and the P.B.A. The parties hereto agree that best efforts will be made to hold meetings at times when no one on the P.B.A. bargaining committee is scheduled to work.

ARTICLE III.  Hours of Work and Overtime.

Section 3.1  Overtime Service

In emergencies, or as the needs of the service require, the Chief of Police, or his designee, may require any Employee of the Department to perform overtime work. Only work performed by an Employee beyond his regular work day shall be deemed overtime service subject to the following rules:

A.  Overtime Rules  – If an Employee is required to work or appear at court or a hearing in connection with his duties as a police officer, immediately before or after a regular tour of
duty, he shall be credited with one (1) or more hours of overtime services, computed as follows:

1. Computation for overtime purposes shall begin at the relief times of the Employees assigned Duty Chart Schedule.

For Employees assigned to an 8-hour tour schedule, 7:20 a.m., 3:20 p.m. and 11:20 p.m.

If the 12 hour tour schedule in Article XV is in effect:

For Employees assigned to a 12-hour tour schedule, 7:20 a.m. and 7:20 p.m.

For Sergeants, 6:50 a.m., and 6:50 p.m.

2. An Employee who works fifteen (15) or more minutes beyond his relief time, shall receive payment for overtime. Employees working less than fifteen (15) minutes beyond their relief time shall receive no overtime compensation. Overtime shall be computed in segments of thirty (30) minutes each. An Employee must work at least fifteen (15) minutes of a thirty (30) minute segment to qualify for overtime compensation for such segment.

B. Recall to Duty — If an Employee who has departed from his place of employment or last duty assignment is recalled to duty or is required to appear in court or at a hearing in connection with his duties as a police officer, he shall be credited with service computed as follow:

1. Service shall commence at the time the Employee begins direct travel from his residence to his place of assignment or court or hearing and shall terminate when he returns directly therefrom to his place of residence.
2. When placed on regular duty, or when required to appear in court or at a
Employee shall be credited with one (1) hour of such service for each
worked except that the Employee shall be credited with not less than four (4) hours
of service.

3. Overtime shall be computed in segments of thirty (30) minutes each. An Employee
must work at least fifteen (15) minutes of a thirty (30) minute segment to qualify for
overtime compensation for such segment.

C. **Overtime Exclusions** — Overtime service shall not include:

1. "Swapped" tours of duty between individual Employees by their mutual agreement
   when approved by the Chief of Police.

2. An out of turn tour of duty that is substituted for a regularly scheduled tour of duty.

---

**Section 3.2 Method of Compensation for Overtime Service**

A. **Uniformed Employees** — Overtime shall be paid in cash at the rate of time and one-half
   unless an Employee shall elect to receive compensatory time off at the rate of time and one-
   half in writing to the Chief of Police or his designee. Overtime will be paid in the second
   pay period of the month following its completion. Compensatory time off shall be scheduled
   as approved by the Chief of Police or his designee. If it is not used within 12 months of
   when it was earned, it shall be paid in cash at the rate of time and one-half at the salary in
   effect when earned in the second pay period of the following month.

B. **Detectives** — A detective who performs overtime service in accordance with the provisions
   of this Agreement shall be granted compensatory leave of absence, only as directed by the
   Chief of Police, equal to the amount of actual overtime hours credited to him provided,
   however, he shall be paid in cash monthly during the fiscal year on a time and one-half basis
   for not more than one hundred (100) hours of overtime accumulated subsequent to June 1st
of the fiscal years as of May 1st of the same fiscal year and not covered by the taking of compensatory leave.

C. **Mileage Allowance** – Employees who are recalled to duty shall receive a mileage allowance of twenty (20) cents per mile computed to and from headquarters or to and from such other location as the Employee may be directed to appear at.

D. **Hourly Rate** - The hourly rate for the cash payments for overtime service shall be an Employee’s annual base salary (including longevity) listed in Exhibit A annexed at the time the overtime was earned divided by 1856 hours.

**ARTICLE IV. Compensation and Benefits.**

**Section 4.1 Salaries and Holiday Pay**

A. **Salary Schedule** – The salary schedule for Employees during the periods indicated, shall be as set forth in Exhibit A annexed, provided that the rate of annual salary for a new Employee after graduating from the Police Academy shall increase to year 1 of the salary schedule for the remainder of the first year of employment, and moving to year 2 of the salary schedule on the Employee’s anniversary date.


C. **Holiday Pay** – An Employee who actually works a holiday shall receive an additional one half (½) of the hours worked on the holiday at straight time rates.

D. **Per Diem Salary** – For the purposes of this Agreement “per diem salary” for holiday pay, terminal pay and unused sick leave pay earned prior to June 1, 1998 shall be one-two hundred sixty-first (1/261st) of an Employee’s annual base salary listed in Exhibit A
(including longevity) at the time the cash payment is to be made. Effective June 1, 1998 "per diem salary" shall be one - two hundred thirty second (1/232nd) of an Employee's annual base salary listed in Exhibit A (including longevity) at the time the cash payment is to be made.

E. **Definition of Day** – For the purposes of this Agreement, the term “day” as it relates to the value or accrual of benefits, shall mean an eight (8) hour work day.

**Section 4.2 Longevity**

In addition to the base salary for the year(s) of service with the Department, longevity shall be granted for completed years of full-time service as a police officer in New York State as follows:

A. **2006/07** – Effective June 1, 2006, the longevity increments are a total of one thousand four hundred fifty ($1,450.00) dollars additional base salary per year after six (6) years of service, a total of two thousand six hundred ($2,600.00) dollars per year after ten (10) years of service and a total of three thousand eight hundred ($3,800.00) dollars per year after fifteen (15) years of service and an additional three hundred fifty ($350.00) dollars a year for each year of service after sixteen (16) years.

B. **2007/08** – Effective June 1, 2007, the longevity increments are a total of one thousand five hundred twenty-five ($1,525.00) dollars additional base salary per year after six (6) years of service, a total of two thousand seven hundred ($2,700.00) dollars per year after ten (10) years of service and a total of three thousand nine hundred and fifty ($3,950.00) dollars per year after fifteen (15) years of service and an additional three hundred fifty ($350) dollars a year for each year of service after sixteen (16) years of service.

C. **2008/09** – Effective June 1, 2008, the longevity increments are a total of one thousand six hundred ($1,600.00) dollars additional base salary per year after six (6) years of service, a total of two thousand eight hundred ($2,800.00) dollars per year after ten (10) years of service and a total of four thousand one hundred ($4,100.00) dollars per year after fifteen...
(15) years of service and an additional three hundred fifty ($350) dollars a year for each year of service after sixteen (16) years of service.

D. 2009/10 – Effective June 1, 2009, the longevity increments are a total of one thousand six hundred seventy-five ($1,675.00) dollars additional base salary per year after six (6) years of service, a total of two thousand nine hundred ($2,900.00) dollars per year after ten (10) years of service and a total of four thousand two hundred fifty ($4,250.00) dollars per year after fifteen (15) years of service and an additional three hundred fifty ($350) dollars a year for each year of service after sixteen (16) years of service.

E. 2010/11 – Effective June 1, 2010, the longevity increments are a total of one thousand seven hundred fifty ($1,750.00) dollars additional base salary per year after six (6) years of service, a total of three thousand ($3,000.00) dollars per year after ten (10) years of service and a total of four thousand three hundred fifty ($4,350.00) dollars per year after fifteen (15) years of service and an additional three hundred ($350) dollars a year for each year of service after sixteen (16) years of service.

F. 2011/12 – Effective June 1, 2011, the longevity increments are a total of one thousand eight hundred twenty-five ($1,825.00) dollars additional base salary per year after six (6) years of service, a total of three thousand one hundred ($3,100.00) dollars per year after ten (10) years of service and a total of four thousand five hundred and fifty ($4,550.00) dollars per year after fifteen (15) years of service and an additional three hundred ($350) dollars a year for each year of service after sixteen (16) years of service.

Section 4.3 Night Differential

A. Applicable Work Hours – Employees shall receive night differential at the rate of 10% of their base hourly rate, i.e. one-eighth (1/8th) of one-two hundred thirty second(1/232) of an Employee’s annual base salary listed in Exhibit A (including longevity) for all tours actually worked between 3:20 p.m. and 7:20 a.m.
B. **Time of Payment** – Night differential shall be paid in the second pay period of the month following its completion.

**Section 4.4 Uniform Maintenance Allowance**

The Village will provide for cleaning of uniforms and for the cleaning of work clothes for non-uniform police officers and detectives.

**Section 4.5 Dental Plan**

The Village shall pay to the PBA per member the following amounts for a dental plan in two installments in the second pay period of September and March:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective June 1, 2006</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Effective June 1, 2007</td>
<td>$1,200.00</td>
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<td>Effective June 1, 2009</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Effective June 1, 2010</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Effective June 1, 2011</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**Section 4.6 Terminal Pay**

A. **Primary Benefit** – Upon death, ordinary retirement, disability retirement or retirement for disability incurred in performance of duty from the Department, an Employee, his beneficiary or estate shall receive terminal pay in an amount equal to five (5) days pay based on per diem salary in effect at the time a police officer last worked as listed in ARTICLE IV, Section 4.1 D. for each completed year of service with the Department on a pro-rata basis plus the number of completed active military service years purchased through the State Retirement System provided for ordinary retirement provided each Employee has been employed by the Department for at least twenty (20) years and gives the Department at least sixty (60) days advance written notice of the date of his ordinary retirement.
An Employee who transfers to the Department from another police department in the State of New York may credit the time served as a full time officer in the former department as part of the 20 year service requirement.

B. Service Beyond 20 Years – An Employee who serves beyond twenty (20) years of service, including credited military service, shall receive an additional four (4) days' terminal pay for each year beyond twenty (20) years of service. For example: An Employee retiring with twenty (20) years of service receives one hundred (100) days' pay and one retiring with twenty-one (21) years of service receives one hundred four (104) days' terminal pay. The words "years of service" shall mean full time employment in the Department.

C. Calculation of Service Before and After June 1, 1998 – All terminal pay earned prior to June 1, 1998 shall be valued and paid to Employees based on one-two hundred sixty first (1/261st) of an Employee's annual base salary listed in Exhibit A (including longevity). All terminal pay earned after June 1, 1998 shall be valued and paid to Employees based on an Employee's one - two hundred thirty second (1/232nd) of annual base salary at time of termination listed in Exhibit A (including longevity).

D. Option to Defer Payment Over 5 Years – An Employee shall have the right to execute in writing at least sixty (60) days prior to his retirement an option to defer payment of terminal pay over a maximum five year period to be paid in equal annual installments. The payment shall be made during the month of March or September as requested by the Employee.

Section 4.7 Personal Leave

Each Employee shall receive five (5) personal days per fiscal year in addition to his regular vacation. Personal leave may be taken only as permitted by the Chief of Police or his designee.
Section 4.8 Sick Leave

A. An Employee shall accumulate sick leave on a pro rata basis at the rate of twenty-six (26) days per calendar year.

B. Sick leave accumulated prior to January 1, 1997 shall be converted into eight hours per accumulated day.

C. Employees who report to work and then leave due to illness after completion of four hours, shall not be charged a sick day for that tour of duty. If a member leaves prior to completing four hours of the tour, the member shall be charged one-half sick day.

D. In a case where an Employee has a catastrophic illness, any other Employee may donate up to one of his or her accrued sick days per year to the Employee who, as determined by the Chief of Police, is suffering from a catastrophic illness.

Section 4.9 Unused Sick Leave Pay

A. Primary Benefit – Upon death, disability retirement, retirement for disability incurred in performance of duty or ordinary retirement after at least twenty (20) years of service as a police officer, each Employee, his beneficiary or estate, shall receive a payment, computed at the rate of his per diem salary in effect on his last day of work for each sick day, for one-half ($1/2) of the number of his unused sick days accumulated during his employment with the Department, with a maximum payment for not more than three hundred (300) full days or six hundred (600) half days. An Employee who transfers to the Department from another police department in the State of New York may credit the time served in the former department as part of the 20-year service requirement.

B. Calculation of Unused Sick Leave Before and After June 1, 1998 – All sick leave accumulated by Employees prior to June 1, 1998, shall be valued and paid to Employees based on one-two hundred sixty first (1/261st) of an Employee's annual base salary in effect
on the last day it worked listed in Exhibit A (including longevity). All sick leave accumulated by Employees after June 1, 1998, shall be valued and paid to Employees based on one - two hundred thirty second (1/232nd) of an Employee's annual base salary in effect on the last day worked listed in Exhibit A (including longevity). When sick leave is taken, it should be deducted from accumulations existing prior to June 1, 1998 until such time as such sick leave is exhausted. In the event that such leave is exhausted, then subsequent sick leave shall be deducted from accumulations earned after June 1, 1998.

C.  

Option to Defer Payment Over 5 Years – An Employee shall have the option of deferring payment of accumulated sick pay over a maximum of five (5) years to be paid in equal annual installments, if said Employee provides at least sixty (60) days' advance written notice prior to his ordinary retirement, of such option. The payment shall be made during the month of March or September as requested by the Employee.

Section 4.10 Retirement

Each Employee shall have the option to have his retirement based on his "final average salary" as defined by Section 302.9(d) of the Retirement and Social Security Law to the extent permissible by law.

The Employer has adopted and the Employees are covered by the "1/60th" retirement plan provided under Section 384-e of the Retirement and Social Security Law.

Section 4.11 Retiree Health Insurance

The Village shall pay the full cost of health insurance for police officers who retire after June 1, 1989 with 20 years of service or are placed on accidental disability retirement. This coverage shall be individual or family depending on the police officer's marital status at the time of retirement. Retired police officers who are eligible to receive comparable health insurance from employers will lose this benefit or pay to the Village the cost of the premium for the coverage received, however, upon the cessation of such outside coverage, such retired police officers will
again be eligible for the coverage hereunder. Retired police officers shall certify their employment, marital status and health insurance coverage each year and provide such information as may be required to implement this section.

Section 4.12 Family Medical Coverage After Death of Active or Retired Officer

One (1) year of medical coverage shall be provided to the family of a deceased active duty or retired officer after June 1, 2006.

ARTICLE V. Rotating Tours of Duty.

Section 5.1 Eight Hour Work Schedule

Subject to the provisions of Article XV, the regular schedule for Employees who work rotating tours of duty shall be as follows:

7:20 a.m. to 3:20 p.m. shift - five (5) days on duty, seventy-two (72) hours off;
3:20 p.m. to 11:20 p.m. shift - five (5) days on duty, seventy-two (72) hours off;
11:20 p.m. to 7:20 a.m. shift - four (4) days on duty, ninety-six (96) hours off;
The same cycle resumes again.

ARTICLE VI. Vacations.

Section 6.1 Grant & Selection Rules

Vacations shall be granted on a working day basis, and be selected on a calendar year basis.

Section 6.2 Years of Service

Employees shall receive vacation as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>After 1 year of service</td>
<td>10 days</td>
</tr>
<tr>
<td>After 2 years of service</td>
<td>15 days</td>
</tr>
<tr>
<td>After 4 years of service</td>
<td>20 days</td>
</tr>
</tbody>
</table>
Section 6.3 New Hires

New hires who have attended an accredited police academy shall receive five (5) days of vacation during their first year of service and shall not have these days charged against their vacation in the second year of service.

ARTICLE VII. Death Leave.

An Employee, on application to his Commanding Officer, may be granted (4) days' leave of absence with full pay in case of the death of the Employee's wife, husband, child, father, mother, brother, sister, parents-in-law or step-parents. Additionally, an Employee, on application to his commanding officer, may be granted one (1) day leave of absence with full pay in case of the death of the Employee's grandparent. Leave will be granted immediately upon such death, however, the four (4) days' or one (1) day (in the case of a grandparent's death) leave period will begin at 12:01 a.m. the following day and extend for the balance of the applicable leave period.

ARTICLE VIII. Other Leaves of Absence.

The Chief of Police may, upon application by a member of the Department, grant leave of absence with or without pay. Some reasons for granting this leave are as follows:

1. For extra duty performed.
2. For attending police training sessions.

ARTICLE IX. Conversion to Cash Benefits.

A member of the force, whose service is terminated for any reason other than cause, or his legal representatives in the event of death, shall be entitled to cash payments based upon his per diem salary in effect at the time of termination for the following benefits to the extent accrued to his benefit:
1. Unused vacation
2. Personal leave days
3. Compensatory time
4. Holiday pay

Notwithstanding anything to the contrary, all benefits shall be deemed earned and credited
to each Employee on a prorated basis for each pay period an Employee is employed by the
Department.

ARTICLE X. Grievance Procedures

Section 10.1 Definition

For the purpose of this agreement the term grievance shall mean:

1. Any dispute between a member of the PBA and the Employer with respect only to
the meaning or interpretation of a provision of this agreement.

2. A claimed violation, misinterpretation or misapplication of the rules, and regulations
or procedures of the Employer affecting terms and conditions of employment.

Section 10.2 Time Limitation

No grievance shall be permitted if not initiated (at Step 1) within fourteen (14) calendar days
after the Employee becomes aware, or should have become aware (whichever is earlier), of the act
or omission or other circumstances claimed to give rise to the grievance. Authorized leave shall toll
this period during which said leave is actually being utilized.

Section 10.3 Grievance Procedure

Every member of the PBA shall have the right to present his grievance in accordance with
the procedures described herein, free from interference, coercion, restraint, discrimination or
reprisal. All parties have the right to representation by a duly designated representative of the PBA
of their own choice at all stages of the grievance procedure. The PBA shall have the right to be present and state its views at all levels of the grievance procedure. The aggrieved Employee or Employees must be present at all stages of the grievance procedure or the grievance shall be deemed waived and not subject to further appeal.

STEP 1: A member of the PBA who feels that he has been aggrieved shall present his grievance in writing, specifying the name or names of the aggrieved Employee(s), the particular article(s) and subdivision(s) thereof at issue, the events alleged to have given rise to the grievance, and the specific relief sought. The grievance shall be presented to the immediate supervisor within the time limit allowed by Section 10.2 above. The supervisor shall render a written decision within fourteen (14) calendar days of the presentation of the grievance.

STEP 2: If not settled at Step 1, within fourteen (14) calendar days of the supervisor's decision, a meeting shall be arranged by the aggrieved between a representative of the PBA and a representative of the Chief of Police. Within fourteen (14) calendar days of said meeting, the Chief of Police shall render a written decision on the grievance.

STEP 3: A grievance which has not been resolved within fourteen (14) calendar days after completion of Step 2 of the grievance procedure, may be referred to arbitration by the aggrieved Employee(s) as provided in Article XII.

All time limits shall be strictly adhered to. Failure to proceed in strict accordance with all time limits by the Employer shall permit the aggrieved Employee(s) to proceed to the next step. Failure to proceed in strict accordance with all time limits by the aggrieved Employee shall be deemed a waiver of the grievance, and it shall not be subject to further appeal.

Grievances shall be processed during non-working hours provided that they shall be conducted at a time and place which would afford a fair opportunity to those entitled to be present.
ARTICLE XI. Disciplinary Procedures

The Employer has the right to discipline Employees for just cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or dismissal except that Employees who have not completed probation may be disciplined or discharged by the Employer in its sole discretion without recourse to the grievance and arbitration provisions of this agreement.

Section 11.1 Time Limitation

A disciplinary action shall commence within sixty (60) days after a violation is discovered or within forty-five (45) days after the completion of the investigation of the violation.

Section 11.2 PBA Representative

In instances where the Employer conducts an internal investigation, the Employee under investigation shall have the right to have present during the period of interrogation, a PBA representative. The Employee shall be given a reasonable opportunity to notify a PBA representative. The PBA representative, while having the right to be present during the period of interrogation, shall not be permitted to interfere with or interrupt the interrogation. The PBA representative, however, shall have the right to confer with and advise the Employee only before and after interrogation.

Section 11.3 Commencement of Action

A disciplinary action shall commence by the serving of written charges and specifications on the Employee.

Section 11.4 Chief of Police Determination
The Chief of Police may make the determination of guilt or innocence, and the penalty, if any, to be imposed. The Employee may accept the determination and penalty, and, if so, the matter will not be subject to any further appeal or arbitration.

Section 11.5 Notice of Determination of Guilt

If a determination of guilt is made, the Employer shall give a written notice of discipline to the Employee specifying the penalty for the violation. If the Employee does not accept the discipline, upon request of the Employee, the Employer shall provide a copy of the notice of discipline to the PBA.

Section 11.6 Demand for Arbitration

The PBA may file a demand for disciplinary arbitration within fourteen (14) calendar days of receipt of the notice of discipline as provided in Article XII.

Section 11.7 Entitlement to Other Benefits and Penalties

An Employee who is suspended, with or without pay, shall continue to be entitled to all other benefits provided by this agreement. An Employee suspended without pay may be paid from accumulated compensatory time. If an Employee pleads guilty, or is found guilty of a violation, and is fined one or more days pay as a punishment, he may choose to work the day(s) or have an equivalent charge made against accumulated compensatory or vacation time, at the Employer's option.

ARTICLE XII. Arbitration.

Section 12.1 American Arbitration Association

The arbitration shall be conducted by the American Arbitration Association under its voluntary labor arbitration rules.
Section 12.2  Expense of Arbitration

The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 12.3  Award

The award of the arbitrator shall be final and binding upon the Employer, the PBA and the Employee(s).

Section 12.4  Jurisdiction of Arbitrator

The arbitrator shall have jurisdiction only over disputes arising out of grievances and discipline.

Section 12.5  Limitation of Power of Arbitrator

The arbitrator shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 12.6  Power of Arbitrator

The arbitrator in any disciplinary arbitration has the power to sustain the finding of guilt and penalty or restore to the Employee any fine, pay or benefit taken away, reinstate any discharged Employee with back pay or remove any written reprimand in the event he finds the discipline imposed was not for just cause.

Section 12.7  Time Limit

Any disposition of a grievance or discipline which is not referred to arbitration within the time limit specified shall be deemed barred.
Section 12.8  Exclusive Remedy

This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article 15-C of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law or in any other law.

ARTICLE XIII.  Management Rights and Waiver Clause.

Section 13.1  Management Rights

Any of the rights, powers, functions or authority which the Village had prior to the signing of this Agreement, or any agreement with the P.B.A., including, but not limited to, those in respect of rates of pay, hours of employment or conditions of work, are retained by the Village, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining.

Section 13.2  Waiver

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

Section 14.1 Funeral Expenses

The Employer shall pay up to two thousand five hundred ($2,500.00) dollars of funeral expenses incurred by the family of a member who dies as a result of injuries sustained in performing police duties.

Section 14.2 P.B.A. Leave

Seventeen (17) work days for members of the P.B.A. collectively.

Section 14.3 Polygraph Tests

The Board of Police Commissioners of the Police Department shall not request that an Employee take a polygraph test when investigating the activities of members of the Police Department. However, an Employee may request to take such a test.

Section 14.4 Personal Items

An Employee shall be compensated for the actual value of personal items damaged while on duty conducting police business up to a limit of seventy-five ($75.00) dollars per item except where the damage is due to the Employee's negligence. All damages shall be reported and documented within ninety-six (96) hours of occurrence.

Section 14.5 Cost of Books

The Employer will pay for the cost of books for Employees as approved by Chief of Police to take accredited college courses relating to police work, provided an Employee receives a passing grade and presents paid vouchers for such books. Such reimbursement shall not exceed seventy-five
($75.00) dollars per year. After the courses are completed, the books shall be given and become part of the Police Department Library.

Section 14.6 Previously Enjoyed Benefits

No Employee shall suffer a reduction in existing benefits listed below as a consequence of the execution of this Agreement:

A. Retirement Plan – Twenty-year non-contributory retirement plan under Section 384-e of the Retirement and Social Security Law.

B. Health insurance – Members may elect individual or family coverage under the Empire Plan (or whatever New York State sponsored plan is in effect), Health Insurance Plan or Group Health Insurance Plan of Greater New York. The Village will pay the total premium for individual or family coverage for the Empire Plan or any equivalent dollar amount to be applied to the premiums for either of the other plans selected.

C. Seniority privileges.

D. Uniforms.

Section 14.7 Disciplinary Penalties

If an Employee is fined for a violation of Department rules and procedures, his penalty shall be spread out over the necessary pay periods so that no more than one (1) days' pay shall be docked per pay period.

Section 14.8 Detective Clothing Allowance
Each Detective shall receive a clothing allowance to purchase clothing in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective June 1, 2006</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Effective June 1, 2007</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Effective June 1, 2008</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Effective June 1, 2009</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Effective June 1, 2010</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Effective June 1, 2011</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

The clothing allowance shall be paid on an annual fiscal basis in two installments in September and March of each fiscal year. Detective clothing allowance shall be prorated for the period of time an Employee serves as a Detective during the fiscal years.

**Section 14.9 Life Insurance Premium Payment**

The Employer shall pay for each Employee to an insurance carrier designated by the P.B.A., the sum of five hundred ($500.00) dollars for life insurance coverage provided bills are submitted to Employer for payment within each fiscal year.

**Section 14.10 Retiree Recall Pay**

Employees who retire after June 1, 1995 and who are subpoenaed to appear in court or handle other Department business ("retiree recall activity") shall be paid at the then current top hourly pay rate (at the rank Employee retires) for the time they are required to devote to such activity. Before such retired Employee can be reimbursed for the time spent on retiree recall service, reasonable prior notification of such activity shall be provided to the Chief or Commanding Officer so as to give the Department an opportunity to obviate the need for such retiree recall activity.

**Section 14.11 New Hire Work Schedule**
Employees hired after December 1, 1996 shall work 249 eight-hour tours during the first three years of employment (or a modified number as required by the Twelve-hour Tour Agreement in Article XV).

Section 14.12 Outside Employment

Outside employment shall require annual written approval by the Chief of Police.

ARTICLE XV. Twelve-hour Tour Agreement.

Section 15.1 Work Schedule

The monthly work schedule for all Employees who work rotating tours of duty shall be two (2) days on duty and three (3) days off duty. A tour of duty shall be twelve hours, from 7:20 a.m. to 7:20 p.m. (day tour) or 7:20 p.m. to 7:20 a.m. (night tour), except for sergeants whose tours of duty are from 6:50 a.m. to 6:50 p.m. (day tour) or 6:50 p.m. to 6:50 a.m. (night tour). Once every sixty (60) days an Employee shall work a supplemental third (3rd) twelve hour tour, except that in the discretion of the Chief of Police at the beginning of the year, the Employee may be charged with six (6) twelve (12) hour vacation days in lieu of working this supplemental schedule. Tours will rotate every four (4) months, i.e., days to nights or nights to days. All of the above tours shall be scheduled into an Annual Duty Chart.

Section 15.2 Training

A. Every Employee assigned to the twelve (12) hour tour schedule will attend training or other specific assignment for thirty-six (36) hours a year in addition to the duty chart tours at no additional cost to the Village.

B. Training or other specified assignments may not be scheduled when an Employee has scheduled only two (2) days off or during an Employee's vacation period.
C. Should an Employee not be scheduled during the calendar year, for the thirty-six (36) hours, or any portion thereof, the unused time shall not be carried over to the following year.

Section 15.3 Tours

Employees shall not work consecutive tours. Employees shall not work more than three (3) tours on three consecutive days. Tours switches may only be made subject to the approval of the Chief of Police or designee. There will be a minimum of eight (8) hours off between scheduled tours. If overtime results in a scheduled tour beginning less than eight (8) hours after a prior tour, the Employee shall be granted the necessary hours off from the beginning of the scheduled tour.

Section 15.4 Meals

Employees working a twelve (12) hour tour will be entitled to one forty-five (45) minute meal and one twenty-five (25) minute meal.

Section 15.5 Personals

Employees working a twelve (12) hour tour shall be entitled to one fifteen (15) minute break.

Section 15.6 Sick Leave

If an Employee reports to duty and leaves during his scheduled tour, only the amount of hours that the Employee is sick shall be charged against his sick leave.

Section 15.7 Fair Labor Standards Act

The Employer shall adopt a twenty-eight (28) day work period in accordance with Section 7(k) of the Fair Labor Standards Act (29 U.S.C.A. 207(K).
Section 15.8 Supersession of Section 971 of Unconsolidated Laws

It is the intention and understanding of the parties that the provisions of this Article XV supersedes and modifies the hour limitations set forth in Section 971 of the Unconsolidated Laws of New York.

Section 15.9 Expiration of Article XV

The provisions of this Article XV shall expire on May 31st of each year of this contract and the parties shall return to the rotating tour of duty schedule set forth in Article V unless the provisions of this Article is extended by separate written agreement of the parties before May 31st of each year of this contract. In the event of scheduling problems, the Employer reserves the right to cancel the twelve hour tour provisions of this Article on thirty (30) days' notice to the Association.

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

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement the day and year first above written.

INCORPORATED VILLAGE OF OLD BROOKVILLE

By:

Mayor

ATTEST:

OLD BROOKVILLE POLICEMAN'S BENEVOLENT ASSOCIATION, INC.

By:

Christopher Sweeney, President

ATTEST:

APPROVED BY OLD BROOKVILLE BOARD OF POLICE COMMISSIONERS

By:

Chairman

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STATE OF NEW YORK )
COUNTY OF ) ss:

On the 4th day of April, in the year Two Thousand Six, before me the undersigned, personally appeared [POSTED] personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

JENNIFER A. BROWN
Notary Public, State of New York
No. 01BR5080829
Qualified in Nassau County
Commission Expires June 23, 20-

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