

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE VILLAGE OF HASTINGS-ON-HUDSON
AND THE VILLAGE OF HASTINGS-ON-HUDSON
POLICE BENEVOLENT ASSOCIATION**

This Memorandum of Agreement is entered into by and between the negotiating teams for the Village of Hastings-on-Hudson (hereinafter "Employer") and the Village of Hastings-on-Hudson Police Benevolent Association ("hereinafter "PBA"). The Employer and PBA are collectively referred to as "parties".

WHEREAS, the Employer and PBA are parties to a Collective Bargaining Agreement which has an expiration date of May 31, 2018; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of June 1, 2018 to May 31, 2020, and wish to memorialize their understanding, in writing, pending the signing of the new collective bargaining agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Village Board by resolution, which the parties' representatives to this Memorandum of Agreement shall support and recommend ratification before their respective bodies, the parties agree that a successor collective bargaining agreement to the expired agreement shall reflect the following changes; all other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

**Article II
Paragraph 1**

Salaries and Grades of Policemen

Amend Article II, "Salaries and Grades of Policemen" to provide that wages for bargaining unit members shall be increased across-the-board by:

- a. 2.0% effective June 1, 2018
- b. 2.0% effective June 1, 2019

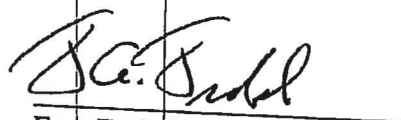
All other terms and conditions of the existing collective bargaining agreement shall remain unchanged.

This Agreement is subject to ratification by the members of the bargaining unit and by the Village Board of Trustees. The negotiating committees shall recommend ratification to their respective bodies.

Dated: March 21, 2018

ACCEPTED AND AGREED AS STATED ABOVE:

For the Village of Hastings-on-Hudson



Fran Frobé
Village Manager

For the Hastings PBA:



Sean Ryan
PBA President

CONTRACT CHANGES - SCHEDULE A

Grade	Contract	6/1/2018	6/1/2019
		2%	2%
1	111,838	114,075	116,356
2	92,651	94,504	96,394
3	73,467	74,936	76,435
4	54,281	55,367	56,474
5	35,096	35,798	36,514
Sgt. Det	124,487	126,977	129,516
Lieut	134,344	137,031	139,771

APPENDIX

TWELVE HOUR TOUR ("THT") OF DUTY AND - TEMPORARY AND EXPERIMENTAL POLICY COMMENCING JANUARY 1, 2019

Section 1: Members who work the THT will be scheduled to work two (2) consecutive days on, followed by two (2) consecutive days off, followed by three (3) consecutive days on, followed by three (3) consecutive days off, followed by two (2) consecutive days on, followed by three (3) consecutive days off in a fifteen (15) calendar day cycle. All tours of duty will be from 7:00 a.m. to 7:00 p.m. (day) and 7:00 p.m. to 7:00 a.m. (night).

Section 2: Members of the bargaining unit who do not work the THT, shall be scheduled to work no more than two hundred sixty (260) days per year. These members include the department members assigned to the Greenburgh Task Force, The Detective Division and the Lieutenant. These department members will be unaffected by the THT and will abide by the current contract.

Section 3: Overtime Assignments In the event that a THT tour needs to be staffed on an overtime basis due to an occurrence which has rendered that tour short on manpower, the following procedures will be enacted to ensure adequate staffing needs are covered:

- a. A list will be posted at the desk area for the following Month's time frame, where Members can sign up for any tours which they would be available to work, should the need become available. The members signing up for these slots will be agreeing that they would respond to work, with short notice at these times. The member will also agree to post a phone number at which he/she can be contacted. The Chief or Lieutenant, or in their absence the desk officer will then assign an Officer as the coverage person for each tour. This will ensure that there is a fair distribution of any overtime should multiple officers sign up for the same slot. It is to be agreed that an officer signing that he/she is willing to work on a specific day(s) is doing so as a good faith offer to work and is not bound to do so.
- b. In the event there is no officer signed up to work a specific tour and a staffing shortage arises, the desk officer will then call all off duty members and advise them of the overtime. A call out book will be maintained at the desk area. Members will be contacted based on seniority as per the current sick call policy listed in the Patrol Manual. It is the

member's responsibility to provide the best phone numbers to contact them at. If there is no answer at a member's listed phone number, a message will be left advising of the available shift. However, the next member on the list will be contacted immediately. The first member agreeing to work the shift will be assigned said shift.

- c. In the event that neither of the list options provide for adequate staffing, the PBA agrees that a member may be required to work an 18-hour shift. When this becomes necessary a member on his/her last day, if applicable, would be required to stay and work the added 6 hours and the member coming in on his/her first tour would be required to report 6 hours early.
- d. For the purposes of the THT, the minimal time notification for a sick call out on a tour, will be changed from 2 hours to 6 hours prior to the start of scheduled tour.
- e. As per the Department Patrol Manual, any Officer out sick may be asked to produce a doctor's note for a sick call out. This note may be requested by the Lieutenant or the Chief.

Section 4: The tour of duty (day or night) will be fixed for an entire calendar year. The tours will be selected based on seniority within rank. In the event that there are insufficient volunteers for a tour (day or night), the tour will be filled at the discretion of the Chief and Lieutenant. The tours will be staffed according to the needs of the department

Section 5: All leave time will be calculated, as it is now, in hours. Should the THT schedule revert to the traditional 8-hour tours of duty, all accrued leave time will be pro-rated.

Section 6: Vacations are to be selected in blocks of scheduled workdays. A block of workdays is to be considered either two (2) or three (3) days. At the member's discretion, the blocks can be linked together. Vacation selections will be made on seniority in rank. On tours where there are three (3) or four (4) members scheduled to work, only one (1) member may select a vacation day. On tours where there are five (5) members scheduled to work, up to two (2) members may be granted a vacation day. Annual vacation accruals are based on completed years of service and are found in the PBA contract.

Section 7: Any dispute arising out of the implementation of the THT and any provision of this Article shall be referred to Labor Management Committee, which shall consist of the Chief of Police, the Village Manager, the Village Attorney, the PBA president and PBA counsel. It is the intent of the policy that no disputes arising out of the implementation of the THT shall be subject to

arbitration under the collective bargaining agreement or subject to the resolution before PERB. In the event the parties are unable to resolve a dispute, that party retains the ability to elect not to continue the THT by opting out on or before September 1 of that year, thereby returning to the eight hour (5x2; 5x2; 4x2) shift.

Conversion Of Current Contract Days To 12 Hour Days

Vacation Days

	<u>8 Hour/Current</u>	<u>12 Hour</u>
1-5 years	12 days (8 hr day)	8 days (12 hr day)
5-10 years	16 days (8 hr day)	11 days (12 hr day)
10-12 years	21 days (8 hr day)	14 days (12 hr day)
12-19 years	26 days (8 hr day)	17days (12 hr day)
19 years	27 days (8 hr day)	18 days (12 hr day)

Holidays

<u>8 Hour/Current</u>	<u>12 Hour</u>
12 Days(8 hr day)	8 days (12 hr day)

Personal Leave Days

8 Hour/Current

5 days (8 hr day)

12 Hour

3 days (12 hr day)

Bereavement Days

8 Hour/Current

4 days (8 hr day)

12 Hour

3 days (12 hr day)

Sick Leave

8 Hour/Current

12 days (8 hr day)

12 Hour

8 days (12 hr day)

Sick Bonus

8 Hour/Current

12 Hour

0 sick days taken	32 hours paid	3 days (36 hr- 3, 12 hr days)
1 sick day taken	24 hours paid	2 days (24 hr- 2, 12 hr days)
2 sick days taken	16 hours paid	1 day (12 hr- 1, 12 hr day)
3 sick days taken	8 hours paid	0 days
4 sick days taken	0 hours paid	0 days

Retirement Sick Day Pay Out-Percentage As Per PBA Contract

8 Hour/Current

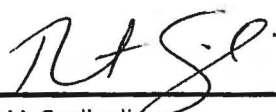
215 days (8 hr day)

12 Hour

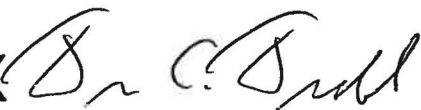
143 days (12 hr day)

The PBA agrees to discontinue the previously negotiated "Midnight" vacation bonus for those officers who work the THT. This bonus will become effective again if the schedule reverts back to an 8 hour tour schedule.

All parties agree and understand that all other agreed upon items within the PBA contract, not effected by THT, will be in effect as well as all rules and regulations contained within the Department Manual.

X 

Robert M. Gaqliardi
PBA President

X 

Francis Frobel
Village Manager

Article VI
Paragraph 1

Bereavement

Add father-in-law to the list of relatives.

Article IX
Paragraph 3

Welfare Benefits

Paragraph 3 shall be amended to require that the Employer continue to pay retiree health benefits for the spouse and unemancipated children of a retired member, provided such member was eligible for retiree health benefits at the time of his/her death. Said benefits shall terminate upon the remarriage of said spouse, or in the event that said spouse becomes employed by an employer who had made provision to provide the same or substantially the same benefits to the spouse and unemancipated children.

Article IX
Paragraph 8

Welfare Opt-Out Provision

Increase the opt-out payout by One Thousand Dollars per step, to wit: \$5,500.00 family/\$3,250.00 individual.

Article XXV

Duration

This Agreement is an extension of the Collective Bargaining Agreement covering the period of June 1, 2013 through May 31, 2018. This Memorandum of Agreement is effective from June 1, 2013 to May 31, 2018.

Additional Agreements:

All wage increases, benefits and other payments, as required by this Agreement, shall be made retroactive to June 1, 2013, from the date of ratification and signing of this Memorandum of Agreement.

This Agreement is subject to ratification by the members of the bargaining unit and by the Village Board of Trustees. The negotiating committees shall recommend ratification to their respective bodies.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE VILLAGE OF HASTINGS-ON-HUDSON
AND THE VILLAGE OF HASTINGS-ON-HUDSON
POLICE BENEVOLENT ASSOCIATION**

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WHEREAS, the Employer and PBA are parties to a Collective Bargaining Agreement which has an expiration date of May 31, 2013; and

WHEREAS, the parties have now reached an agreement as of the date of execution of this Memorandum of Agreement on the terms and conditions for a successor collective bargaining agreement for the period of June 1, 2013 to May 31, 2018, and wish to memorialize their understanding, in writing, pending the signing of the new collective bargaining agreement;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Village Board by resolution, which the parties' representatives to this Memorandum of Agreement shall support and recommend ratification before their respective bodies, the parties agree that a successor collective bargaining agreement to the expired agreement shall reflect the following changes; all other terms and conditions not specifically referenced herein shall, by agreement of the parties, remain in full force and effect.

Article II Salaries and Grades of Policemen
Paragraph 1

Amend Article II, "Salaries and Grades of Policemen" to provide that wages for bargaining unit members shall be increased by:

- a. 1.5% effective June 1, 2013
- b. 2.0% effective June 1, 2014
- c. 2.0% effective June 1, 2015
- d. 2.0% effective June 1, 2016
- e. 2.0% effective June 1, 2017

Article VI ***Bereavement***
Paragraph 1

Add father-in-law to the list of relatives.

Article IX ***Welfare Benefits***
Paragraph 3

Paragraph 3 shall be amended to require that the Employer continue to pay retiree health benefits for the spouse and unemancipated children of a retired member, provided such member was eligible for retiree health benefits at the time of his/her death. Said benefits shall terminate upon the remarriage of said spouse, or in the event that said spouse becomes employed by an employer who had made provision to provide the same or substantially the same benefits to the spouse and unemancipated children.

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Paragraph 8

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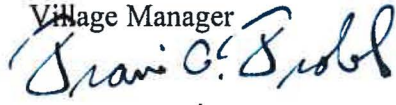
Dated: April 25, 2014

ACCEPTED AND AGREED AS STATED ABOVE:

For the Village of Hastings-on-Hudson

A handwritten signature in blue ink, appearing to read "F. Frobelt".

Fran Frobelt
Village Manager

A handwritten signature in blue ink, appearing to read "Fran Frobelt".
5/8/14

For the Hastings PBA:

Donald Pavone
PBA President

A handwritten signature in blue ink, appearing to read "Donald Pavone".

CONTRACT CHANGES - SCHEDULE A

Grade	6/1/2012	6/1/2013	6/1/2014	6/1/2015	6/1/2016	6/1/2017
	Contract	+1.5%	+2%	+2%	+2%	+2%
1	101,794	103,321	105,387	107,495	109,645	111,838
2	84,330	85,595	87,307	89,053	90,834	92,651
3	66,869	67,872	69,229	70,614	72,026	73,467
4	49,406	50,147	51,150	52,173	53,216	54,281
5	31,944	32,423	33,072	33,733	34,408	35,096
Sgt Det	113,307	115,007	117,307	119,653	122,046	124,487
Lieut	122,279	124,113	126,595	129,127	131,710	134,344

**ADDENDUM TO
MEMORANDUM OF AGREEMENT
BETWEEN THE HASTINGS-ON-HUDSON
POLICE ASSOCIATION AND THE VILLAGE OF HASTINGS-ON-HUDSON
FOR THE CONTRACT TERM JUNE 1, 2009 TO MAY 31, 2013**

WHEREAS, the Village of Hastings-on-Hudson ("the Employer") and the Police Association of the Village of Hastings-on-Hudson, Hastings-on-Hudson Police Benevolent Association (the "PBA") are parties to a Collective Bargaining Agreement (the "Agreement").

WHEREAS, the Employer and the PBA wish to amend certain provisions contained in the collective bargaining agreement following negotiations between representatives for the Employer and the PBA to the mutual good of the parties,

NOW, THEREFORE, for good and mutual consideration by and between the parties, it is hereby agreed that the following amendments shall be incorporated into the collective bargaining agreement between the parties,

***Article II
Paragraph 1***

Salaries

The new salary schedule shall reflect an across-the-board increase of two percent (2%) retroactive from June 1, 2009 to June 1, 2010; an across-the-board increase of two percent (2%) retroactive from June 1, 2010 to June 1, 2011; an across-the-board increase of three percent (3%) effective June 1, 2011 and an increase of four percent (4%) across-the-board effective June 1, 2012. The salary schedule shall be as indicated in the annexed Schedule A made a part of the Agreement hereinafter.

***Article VIII
Paragraph 2***

Personal Leave Days

The parties agree that paragraph 2 shall be added to Article VIII as follows:

On or before May 1 of each calendar year, each uniformed officer (this provision specifically excludes and does not apply to detectives, lieutenants and the Chief of the Department) may sell back to the Village up to two (2) personal leave days and receive in return one (1) day's pay for each of the personal leave days sold (one day's pay for each day "sold back") at the daily rate of the officer selling back to the Village the personal leave day. Members of the Association will nevertheless be permitted to "carry over" up to two (2) unused personal leave days to the following year.

Payment for the personal leave days sold back to the Village shall be made in the first pay period in June of each year.

The Parties agree that this amendment to the Agreement may be terminated by either side to the Agreement within one (1) calendar year of the date of the execution of this Addendum.

Article VII
Paragraph 6

Vacations

The parties agree that paragraph 6 shall be added to Article VII as follows:

Any patrol officer (this provision specifically excludes and does not apply to detectives, lieutenants and the Chief of the Department) who does not utilize any of his vacation days (whether taken as a group or individually) during an 11-7 or 12-8 shift during the calendar year is entitled to either (1) a bonus option of three (3) additional vacation days or (2) a cash bonus of One Thousand Dollars (\$1,000.00). Additionally, any officer who chooses not to use any of his vacation days during the 11-7 or 12-8 shift during the calendar year may hold up to eight (8) individual vacation days during the following calendar year. Each member who chooses to select either of the options described herein must inform the lieutenant of his selection each fall during the vacation pick process. Payment for the cash bonus election shall be made by the Village in the first pay period in December of each year.

The Parties agree that this amendment to the Agreement may be terminated by either side to the Agreement within one (1) calendar year of the date of the execution of this Addendum.

Article V
Paragraph 4

Sick Leave

Paragraph 4 shall be amended to reflect the following increase to the cash payments made to employees who do not use their annual sick leave as follows:

<u>Sick Days Taken</u>	<u>Bonus Hours Paid</u>
0	32
1	24
2	16
3	8
4	0


Article IX
Paragraph 8

Paragraph 8 shall be added to the Agreement to include the following:

Any police officer eligible for alternative health care coverage may opt to receive health care coverage pursuant to a non-village paid plan in lieu of the Village paid plan. Any employee enrolled in a family plan with the Village who opts for alternative coverage shall receive four thousand five hundred Dollars (\$4,500.00) in a lump sum payment, for each full contract year in which he/she is not covered by the Village plan. Payments shall be made in arrears on or before December 1 of each year. Employees opting out of individual plan coverage shall receive two thousand two hundred fifty dollars (\$2,250.00) for each such year. The village may require proof of alternative coverage. Members exercising this option shall be required to sign a health insurance benefit waiver. Police officers may cancel the waiver with a sixty (60) day notice in writing to the village.

IN WITNESS WHEREOF, the parties have caused this Second Addendum to Memorandum of Agreement to be executed by their duly authorized representatives

FOR THE POLICE BENEVOLENT
ASSOCIATION OF THE VILLAGE
OF HASTINGS-ON-HUDSON

By: 
Donald Pavone
President

Dated: 7/16/10

FOR THE VILLAGE OF
HASTINGS-ON-HUDSON

By: 
Francis Froebel
Village Manager

Dated: 7/16/10

SCHEDULE A

	6/01/09	6/01/10	6/01/11	6/01/12
Grade 1	93,165	95,028	97,879	101,794
Grade 2	77,181	78,725	81,087	84,330
Grade 3	61,200	62,424	64,297	66,869
Grade 4	45,218	46,122	47,506	49,406
Grade 5	29,235	29,820	30,715	31,944
Sgt./Detective	103,702	105,776	108,949	113,307
Lieutenant	111,913	114,151	117,576	122,279

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
VILLAGE OF HASTINGS-ON-HUDSON
AND THE
POLICE BENEVOLENT ASSOCIATION
OF HASTINGS-ON-HUDSON

June 1, 2005 - May 31, 2009

AGREEMENT, made this _____ day of _____ 200_, by and between the **VILLAGE OF HASTINGS-ON-HUDSON**, County of Westchester, State of New York, hereinafter referred to as the "Village," and the **POLICE BENEVOLENT ASSOCIATION OF HASTINGS-ON-HUDSON, INC.** hereinafter referred to as the "Association."

ARTICLE I
ASSOCIATION RECOGNITION AND CHECK-OFF

1. The Village recognizes the Association as the bargaining agent for all police officers of all ranks now or hereafter employed by the Village with the exception of the Chief of Police. Effective June 1, 1997, the current Lieutenant shall be removed from the bargaining unit but the position of lieutenant shall remain a part of the bargaining unit. In the event a new lieutenant is employed by the Village he/she shall be deemed to be covered by the Agreement. The Village shall have the right, pursuant to the procedures under the Taylor Law, to petition to have such individual declared managerial or confidential, and a determination thereon shall be made solely on the basis of such new lieutenant's actual duties and responsibilities, but the fact that the Union acquiesced in the exclusion of the current Lieutenant from the bargaining unit shall not be deemed to be an admission, for the purpose of any further hearings, that such duties thereby warranted the current Lieutenant to be deemed managerial or confidential.

2. The Village agrees to deduct, when authorized in writing by the members concerned, membership dues of the Association, such deduction to be made bi-weekly from the salaries of members of the Association, and the Village agrees to forward the funds deducted, together with the list of members from whom deductions were made. The Village shall charge the Association an annual "Dues Deduction Fee" of ten (\$10.00) dollars per member per year for this service.

ARTICLE II
SALARIES AND GRADES OF POLICEMEN

1. Salaries of all ranks and grades covered by this agreement shall be as stated in Appendix A on the dates indicated.
 - A. The annual salary of a starting Police Officer (referred to in Appendix A as "Police Officer 5") shall be \$25,480 effective June 1, 2005, \$26,499 effective June 1, 2006, \$27,599 effective June 1, 2007 and \$28,662 effective June 1, 2008.
 - B. The annual in-grade salary of a Police Officer shall be calculated by subtracting the starting salary from the annual salary of a Police Officer Grade 1 (see Appendix A) and applying $\frac{1}{4}$ of that figure each year until the annual salary of a Police Officer 1st Grade is reached.
2. All salary increases shall be applied to base salary rates exclusive of any longevity bonus or other additions to base rates.
3. Police Officers shall be entitled to an annual longevity bonus according to their years of service as set forth in the following schedule:

After five (5) years of service	\$ 880
After ten (10) years of service	\$1,030
After fifteen (15) years of service	\$1,280
After twenty (20) years of service	\$1,380
4. An individual's weekly rate of pay at any given time shall be determined by dividing the individual's then annual salary by 52; his/her hourly rate of pay shall be determined by dividing his/her weekly rate of pay by forty (40) hours. An individual's per diem rate of pay at any given time shall be determined by dividing the individual's then annual salary by 260.
5. It is intended that the clause immediately above expresses the current practice, and that, therefore, overtime shall be computed as heretofore. Lieutenants, Detectives and Youth Officers shall work a five (5) day, forty hour work week.
6. All ranks, other than Lieutenants and Detectives, shall be required to work a "5-5-4" schedule (5 days work, followed by 56 hours off; 5 days work, followed by 56

hours off, 4 days work, followed by 80 hours off) except in an emergency or for the purpose of changing tours of duty.

7. All police officers shall be advanced in grade during the term of this agreement in accordance with the provisions of Section 5711-Q (19) of the Unconsolidated Laws of the State of New York.
8. In any fiscal year where there are twenty-seven (27) bi-weekly pay days, the annual salary shall be divided by twenty-seven (27) to determine the bi-weekly pay rate.

ARTICLE III **OVERTIME, CALL -BACK AND SPECIAL ASSIGNMENT**

1. Overtime, beyond the daily or weekly tour, shall be paid at the rate of time-and-one-half, except that Detectives' overtime shall be on a compensatory time-off basis at time-and-one-half and on a "paid for" basis on call backs.
2. There shall be a minimum call-back of four (4) hours at time-and-one-half. (This benefit shall not apply when the employee is called in for duty early and works into said employee's regularly scheduled shift.)
3. Assignments outside of working hours, not connected to normal tour, to court, motor vehicle, or like hearings or other like assignments, shall be at time-and-one-half, for a minimum of four (4) hours. However, if such assignments are a result of an employee's actions while said employee is engaged in outside security or like employment, the employment shall be exempt from payment under this section, unless assigned by the Chief of Police.
4. Swapping of tour assignments shall be permitted as long as it does not interfere with the efficient operation of the department as determined in advance by the Chief of Police in each particular instance. Permission shall not be unreasonably denied.
5. A. Appendix B represents the credited time of compensatory time currently on the books for all classifications in the department.
B. The maximum allowed compensatory time to be accrued shall be as follows:

a.) Detectives	-	480 hours
b.) All Other	-	120 hours

C. Members of the Department shall be grandfathered relative to compensatory time on the books and shall be paid at the prevailing rate when cashed in.

D. All time records of the Police Department shall be maintained in the Personnel Office and filed with the Payroll Clerk every two week period

E. All payments for compensatory time, limited to a maximum of fifty (50) hours per pay period for the Department, will require the prior written approval of the Chief of Police and the countersigned by the Village Manager.

F. For those members that exceed the 120 hour maximum as listed in Appendix B additional compensatory time may be accumulated to a maximum of 32 hours.

Such compensatory time is not cumulative, and must be taken in time prior to the end of the fiscal year (May 31) or may be carried over to the following year with the prior written approval of the Village Manager. Such carryover shall not be unreasonably withheld.

ARTICLE IV **HOLIDAYS**

1. The following twelve (12) days are designated "Holidays" by the Village, and same shall be paid by the Village whether the employee works these days or not.

New Year's Day	Independence Day
Lincoln's Birthday	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Thanksgiving Day
Easter Sunday	Veterans' Day
Memorial Day	Christmas Day

Employees required to work on Thanksgiving Day, Christmas Day, New Year's Day and Easter shall be paid, in addition to the day's pay for working, and the holiday pay above-mentioned, one (1) additional day's pay for working such holiday.

2. The employee, at his/her option, may take time off in lieu of paid holiday so long as it does not interfere with the efficient operation of the department, as determined by the Chief of Police, in advance, in each particular instance. Permission will not unreasonably be denied.

ARTICLE V
SICK LEAVE

1. Sick leave shall be granted at the rate of twelve (12) days per year. Effective June 1, 2001, unused sick leave shall accumulate to a maximum of two hundred five (205) days. Effective June 1, 2003, unused sick leave shall accumulate to a maximum of two hundred fifteen (215) days.
2. The parties shall calculate the number of sick leave entitlement days computed from the first day of an employee's employment as a police officer with the Village, less the number of days taken as sick leave during the same period, so that the employee shall have a bank to his/her credit consisting of the difference between days credited under the prior formulas and days utilized as sick leaves. Appendix C annexed hereto indicates the number of days of sick leave accumulated standing to the credit of each employee as of May 31, 2001.
3. An employee shall be entitled to take ten (10) days of accumulated sick leave for any serious illness in his/her family, limited to such persons as may be members of his/her household and residing in his/her home. Such sick leave shall be charged against accumulated sick leave.
4. The Village shall make cash payments annually to employees who do not use their annual sick leave credits in accordance with the following schedule;

<u>Sick Days Taken</u>	<u>Bonus Hours Paid</u>
0	24
1	16
2	8
3	0

A. Cash payments will be made according to an equivalent hourly rate determined by dividing the annual base salary by 2,080 hours, or hours will be added to vacation time for the following year.

B. Benefits under this program are based on attendance from December 1st of each year through November 30th of the following year. The bonuses will be paid to

eligible employees who are on the payroll on November 30th and who are continuously employed by the Village for the year immediately preceding that date.

C. Normal accrual and accumulation of sick leave by an employee shall continue and shall not be affected by the bonus payments.

ARTICLE VI **BEREAVEMENT LEAVE**

1. Each employee shall be entitled to four (4) days bereavement leave for death in his/her immediate family; mother, father, mother-in-law, spouse, children, brothers and sisters, grandmother, grandfather, or a relative living in his/her household, and an additional day's leave if the funeral is out of state.

ARTICLE VII **VACATIONS**

1. Employees shall be entitled to annual paid vacations according to their years of service according to the following schedules:

A. Employees hired prior to March 1, 1982:

After 1 to 10 years	15 days
After 10 to 12 years	20 days
After 12 to 19 years	26 days
After 19 years	27 days

*- CORRECTION TO MISPRINT
IN CURRENT CONTRACT.
BELOW DAYS ARE
CORRECT. ANY QUESTIONS
SEE PRES. OR U.P.*

B. Employees hired after March 1, 1982:

After 1 to 5 years	12	14 days	12	D-D-#4	FAT
After 5 to 10 years	16	17 days	16	D-D.	FAT.
After 10 to 12 years	21	22 days	21	D-D.	FAT.
After 12 to 19 years		26 days			
After 19 years		27 days			

The Chief, in his reasonable discretion, which shall not be abused, shall schedule vacations so as to follow an employee's day off and extending to an employee's day off at the end of such vacations to the extent the same is possible without any additional manpower to the Village, and subject to the needs of the department.

2. Split vacations shall be as heretofore.

3. Vacation pick shall be based upon seniority within each rank, subject to the needs of the department.
4. Up to five (5) days vacation may be carried over to a subsequent year with prior approval of the Chief of Police and the Village Manager, subject to the needs of the department.
5. Vacation-Up to five (5) vacation days annually may be taken as single or individual days provided (1) that the application or request for the same be submitted in writing to the Chief of Police, and (2) be approved by the Chief if it does not result in overtime as of the date of the request.

Schedule changes subsequent to the date of the request which may result in overtime shall not preclude single day usage, so long as the Chief (or his designee) was consulted and approval given. No past practice relating to "Extra Vacation Days" (EVDs) shall be diminished as a result of the foregoing.

ARTICLE VIII **PERSONAL LEAVE DAYS**

1. In addition to the present leave contained in the Police Rules and Regulations, each member of the Association shall be granted five (5) personal leave days during the year. Up to two (2) unused personal leave days may be carried over to the following year. Use of these days requires explanation on the same basis as provided in the third request below.

Each personal leave shall be requested and submitted to the Chief of Police in a reasonable amount of time prior to the requested day. "Reasonableness" shall be determined by the nature of the occurrence, and the general manpower needs of the department. No reason need be stated for the first two (2) personal leave days. The third request shall state the reason for request, and such request must be made for an activity, event or other need which cannot be accomplished during the officer's time off. All of such personal leaves shall be subject to the discretionary approval of the Chief of Police, which approval shall not be unreasonably withheld. In determining the reasonableness of any request, the Chief of Police shall consider the needs of the Village, the economic

administration of the department, the morale of department and the importance of such stated need. The Chief of Police shall have the right, but not the obligation, to authorize a personal leave day on a holiday if, in his judgment, the forgoing considerations warranted such approval.

ARTICLE IX

WELFARE BENEFITS

1. The Village shall continue to pay the full coverage of the New York State Government Employees Health Insurance Plan for all employees employed prior to June 1, 1998, and the Village shall also provide the New York State Police and Fireman's Retirement Death Benefit Plan (which currently provides life insurance in the maximum face amount of \$20,000.00) for each member of the Association covered by this agreement.
 - A. In the event that the spouse of the employee has the availability of coverage paid by his/her Employer which is the same as PBA coverage, the Village shall not be required to cover said employee with hospital or medical or doctor insurance coverage. This exception shall be continued only as long as the spouse has in effect the same coverage as provided to the members of the bargaining units. If for any reason the Village cannot provide said hospitalization, medical and doctor insurance, the Village shall be liable for coverage of the employee and eligible dependents to the extent of coverage provided at that time for other members of the bargaining unit.
2. The Village shall pay seventy-five (75%) percent of the cost of such coverage for a retired employee who has retired on or before May 31, 1978, and fifty (50%) percent of such cost for the coverage of a retired employee's eligible family so long as the employee does not become substantially re-employed by an employer who has made provision to provide the same benefits. This exception shall continue only so long as such retired employee is so employed.
3. The Village shall pay one hundred (100%) percent of the cost of the New York State Government Employees Health Insurance Plan for a retired employee and

his/her eligible family, who has voluntarily retired after May 31, 1978, with twenty (20) years of service credited with the NEW YORK STATE POLICE AND FIREMEN'S RETIREMENT SYSTEM so long as the employee does not become substantially re-employed by an employer who has made provision to provide the same benefits. This exception shall continue only so long as such retired employee is so employed.

4. In the event that the spouse or other eligible family member of the retiree has in effect hospitalization and medical benefits plan coverage as a result of group participation, the same as the New York State Government Employees Health Insurance Plan, the Village shall not be required to cover said employee or his/her eligible family members with any hospital or medical or doctor insurance coverage. This exception shall be continued only as long as the spouse or other eligible member is so employed.
5. The Village shall pay the full cost of the premiums for the "85% Payment Dental Plan," including maximum payment of \$1,500.00 for orthodontia, for all ranks covered by this agreement employed prior to June 1, 1998 (other than retirees), and their families, during the duration of this agreement. In the event that any covered current employees wish to participate in the Tri-County Federation of Police Dental Plan, the Village shall contribute monthly a sum equal to the monthly premium for the Dental Plan, on behalf of such covered employee, to the Tri-County Federation of Police Dental Plan.
6. The Village shall have the right to switch health insurance coverage, provided the new carrier's coverage is at least equivalent to the coverage provided by the New York State Employees Health Insurance Plan (Empire, CORE Plus Enhancements).
 - A. In the event that the Village anticipates a switch in health insurance carrier, the Village shall provide the Association with a full description (including payment rate structures) of the plan at least (90) days prior to the date the Village intends to switch carriers.
 - B. In the event that there is a dispute between the Association and the Village as to equivalent coverage being provided by the new carrier, the issue

shall be submitted as a grievance, as contained in this agreement, at the neutral arbitrator step within forty-five (45) days of the Village notification to the Association.

C. No change in health insurance carrier shall be made until such time as the arbitrator's decision is filed.

7. Effective June 1, 2005, unit members hired on or after June 1, 1998 shall, upon reaching Grade 1, pay the total amount of \$400.00 annually for a single officer, or a total of \$700.00 annually for a married officer toward the combined cost of the "CORE Plus Enhancements" health insurance premium, and the "85% Payment Dental Plan."

In no event, however, shall the annual contributions covering both health and dental exceed a total of \$400.00 for a single officer, or a total of \$700.00 for a married officer.

The foregoing is not intended to deprive unit members, hired on or after June 1, 1998 as Police Officers by the Village, of any existing medical health benefits, but solely to require contributions to "CORE Plus Enhancements" and "85% Payment Dental Plan" as set forth above.

ARTICLE X **PENSIONS**

1. The Village shall provide the twenty (20) year retirement pension for all police officers who have elected the twenty (20) year plan in accordance with all applicable New York State Rules and Regulations.
2. The Village shall provide that the pension shall be based upon the final year base salary.
3. In the event that any employee covered under this Agreement retires from active service through the New York State Police and Firemen's Retirement System and has accumulated unused sick leave benefits, the Village shall pay such employee, upon retirement, at the following rates:

Effective June 1, 2005:

- a) 15% of the employees base pay up to one hundred twenty (120) days
- b) 15% of the employee's base pay from 121 days to 200 days

- c) 15% of the employee's base pay over 200 days

ARTICLE XI
TRANSFERS

1. Employees shall be entitled to all benefits mandated upon the Village and which the Village is required to pay, pursuant to New York State law and all applicable village statutes or regulations by reason of time served in another Police Department before transferring to employment with the Village. Transfers will be placed on the salary schedule in accordance with their years of experience:

Less than 2 full years	Grade 5
From 2 to 5 years	Grade 4
5 years plus	Grade 3

ARTICLE XII
SAFETY CLAUSE

1. The Village shall maintain its facilities and equipment in a safe manner so as not to endanger the health and safety of the employees. It is agreed that there shall be no smoking allowed in any public areas of Police Headquarters. Job action shall not be utilized to enforce this clause.
2. Employee violation of safety rules or regulations of the Village shall constitute just cause for discipline.

ARTICLE XIII
JOB DESCRIPTION

1. Shall be defined in the Rules and Regulations and Manual of Procedure of the Police Department of the Village of Hastings-on-Hudson, as currently in effect.

ARTICLE XIV
ADDITIONAL ALLOWANCES AND ALLOTMENTS

1. All employees shall be entitled to receive a clothing allotment, which shall be cumulative from year to year upon prior written approval of the Village Manager, and which sum shall be used for the purpose of maintaining proper and

appropriate uniforms, clean, neat, tailored and well maintained in a manner consistent with the dignity of the Police Department. The Village shall purchase and supply such uniforms.

2. All employees shall be entitled to receive a clothing allotment as follows:

6/1/05	\$950.00
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The clothing allotment shall be paid in one (1) annual installment on December 1 of each year.

3. Each employee desiring to advance his/her professional development shall be entitled to financial assistance from the Village. Effective June 1, 2001, the Village's maximum cost shall not exceed \$5,000.00 per year for all members of the bargaining unit, which sum shall not be cumulative from year to year. In the event application is made by more than one member in a total amount of more than \$5000.00 in any given year, the total of \$5,000.00 shall be distributed proportionately among such employees. Financial assistance shall be limited to registration, tuition and examination cost for credits taken in accredited schools for courses related to employee's duties. Courses need not be in police science, but shall have a direct or indirect relationship to police type work. The Village Manager shall determine whether such course or courses qualify under the provisions of this paragraph. To be eligible for reimbursement, the employee must obtain at least a passing grade.

ARTICLE XV **DISCIPLINE**

1. It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any Village employee regardless of his/her seniority, for just cause.
2. In the event that a discharged or disciplined employee feels that he/she had been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Village within ten (10) work days from the time of discharge or discipline. Said

complaint will be treated as a grievance, subject to the grievance and arbitration procedure herein provided.

ARTICLE XVI
PROBATIONARY EMPLOYEES

1. Newly hired employees shall be considered to be on a trial period in accordance with the Civil Service Law and any other applicable laws. During that period of time, the Employer shall have the right to discharge or lay off any such employee for any lawful reason and such lay off or termination shall not be subject to the grievance procedure provided for in this agreement. During the aforementioned probation period, the employee shall receive all other benefits provided for in the agreement, and if those employees are retained beyond nine (9) months, they shall be credited with their seniority from their date of hire.

ARTICLE XVII
NO DISCRIMINATION

1. Neither the Village nor any of its agents or representatives shall discriminate against a member of the Association on account of his/her lawful activities on behalf of the Association. The parties further agree there shall be no discrimination with regard to hiring, promotion, job assignment, or other conditions of employment because of disability, race, age, sex, creed, color or national origin.

ARTICLE XVIII
ASSOCIATION RIGHTS

1. The Village agrees that the Association may post Association notices of non-controversial nature on the Village bulletin board. Such notices shall be approved by the Village Manager prior to being posted.
2. All members of the Association shall have the right to Association representation or any personal representation of the member's own choosing, including but not limited to a legal representative of the members choice.

- b). The interrogation shall take place at a location designated by the Chief of Police, ordinarily at Police Headquarters or a location having a reasonable relationship to the incident alleged.
- c). The member of the Department shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the Department is being interrogated as a witness only, he/she should be so informed at the initial contact.
- d). The questioning shall be reasonable in length. Reasonable respite shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- e). All members of the Department shall be obligated to answer any questions concerning their conduct as it relates to their employment, except those which violate their constitutional, legal or contractual rights.
- f). The member of the Department shall not be subjected to the use of offensive language by the investigating officer, nor shall he/she be threatened with transfer or disciplinary action unless he/she refuses to answer proper questions as defined in sub-section (e). The foregoing prohibition against threats shall not be construed to prohibit the investigating officer from advising the member of the character of the discipline the Department intends to impose, nor from advising the member that if he/she refuses to answer proper questions, as above, he/she may be subject to additional charges.

The individual's consent to disciplinary action shall not be binding in less than 24 hours after he/she is advised of the nature of such disciplinary action or its alternatives, except in circumstances where there is danger to the public. This will not preclude the Chief's authority to suspend in accordance with the Civil Service Law.

- g). Upon advisement of charges being referred, the complete interrogation of the member of the Department shall be recorded mechanically,

electronically or by a Department stenographer. There will be no “off-the-record” questions, except by mutual consent of both parties.

All recesses called during questioning shall be recorded.

h). If a member of the Department is under arrest or is likely to be, or if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to current decisions in the United States Supreme Court.

i). In non-criminal cases where infractions are nevertheless of a serious character, the individual shall have reasonable time to consult with his/her legal counsel and/or Association representative, if he/she so requests, before being questioned. In no event, however, shall such questioning be postponed or delayed by the individual past 10:00 AM of the day following notification of interrogation by reason of the individual’s failure to consult with his/her counsel and/or Association representative. This clause is not to be interpreted in such a manner as to prevent questioning of individuals by superiors with respect to their conduct in the normal course of business. No representative provided by the Association shall act in such capacity while on duty.

It is understood that the rights herein granted will not be used to delay the expeditious disposition of investigation of conduct.

j). Any disciplinary action taken against a member of the bargaining unit by the Department shall be subject to review, in accordance with applicable statutes and Departmental rules and regulations.

ARTICLE XXI **DRUG/ALCOHOL TESTING**

The drug/alcohol testing procedure agreed to by the parties is set forth in its entirety as Appendix D.

ARTICLE XXIV
GRIEVANCE PROCEDURES

1. Any dispute concerning the interpretation or application of the terms of this contract shall be a grievance and shall be processed in the following manner:
 - a). Such dispute shall be submitted to the other party by presenting it to a duly constituted representative in writing within ten (10) days after the occurrence of the event or matter complained of, or within ten (10) days of when such event was known or should have reasonably been expected to be known.
 - b). Respective representatives of the Association and the Village shall meet within ten (10) days after the presentation of such dispute for discussion and resolution.
 - c). In the event that such dispute is not resolved within ten (10) working days of such meeting the aggrieved party may:
 - (i) at its own cost and expense, submit the dispute, if cognizable, by petition to a Justice of the Supreme Court of the State of New York for judicial determination; alternatively,
 - (ii) submit the dispute to arbitration by a person of mutual selection or in accordance with the Rules and Regulations of the American Arbitration Association, each party bearing one-half (1/2) the cost and expense of such arbitration.

ARTICLE XXV
DURATION

1. The duration of this Collective Bargaining Agreement shall be four (4) years commencing June 1, 2005 and expiring May 31, 2009.

ARTICLE XXVI
LEGISLATIVE ACTION


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

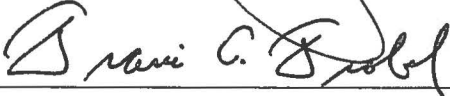
ARTICLE XXVII
PARTIAL INVALIDITY

1. If any provisions of this agreement become invalid or unenforceable by virtue of any legislation or court decisions, it shall not affect the remaining provisions of the agreement, and they shall remain in full force and effect as though the invalid or unenforceable provisions had not originally been included.

IN WITNESS WHEREOF, parties hereto have affixed their hands and seals the day and year first above written.

VILLAGE OF HASTINGS-ON-HUDSON

By: 
Mayor

By: 
Village Manager

POLICE BENEVOLENT ASSOCIATION
OF HASTINGS-ON-HUDSON, INC.

By: 
President

APPENDIX A

GRADE	6/1/05	6/1/06	6/1/07	6/1/08
Grade 1	81,199	84,447	87,825	91,338
Grade 2	67,269	69,960	72,758	75,668
Grade 3	53,340	55,474	57,693	60,000
Grade 4	39,410	40,986	42,626	44,331
Grade 5	25,480	26,499	27,599	28,662
Sergeants/Dets.	90,384	93,999	97,759	101,669
Lieutenants	97,540	101,441	105,499	109,719