

AGREEMENT MADE BETWEEN

THE CITY OF LONG BEACH

AND

THE COMMANDING OFFICERS ASSOCIATION  
OF LONG BEACH, NEW YORK INC.

APRIL 12, 2013 – JUNE 30, 2025

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*APPENDIX A*

*THIS AGREEMENT* made this 8<sup>th</sup> day of April, 2022, at the City of Long Beach, Nassau County, New York, by and between the CITY OF LONG BEACH, a municipal corporation (“City”), and the COMMANDING OFFICERS ASSOCIATION OF LONG BEACH, NEW YORK, INC. (“Association” or “COA”).

***WITNESSETH:***

*WHEREAS*, the City is a municipal employer employing a City Police Department, known as and by the Police Department of the City of Long Beach (“Police Department”);

*WHEREAS*, the Association is a membership corporation duly constituted, organized and existing under the laws of the State of New York, representing employees who have attained the civil service rank of police lieutenant and above who work in the Police Department; and

*WHEREAS*, the parties have heretofore met and consulted for the purpose of negotiating a labor agreement covering the period of April 12, 2013 through June 30, 2025; and

*WHEREAS*, the parties are desirous of setting forth the terms of this agreement in writing in conformity with and pursuant to the applicable laws and statutes of the State of New York;

*NOW, THEREFORE*, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

***1. DEFINITIONS***

- a. The term “Police Commissioner” when used in this Agreement includes the Police Commissioner’s designee.
- b. The term “ratification date” means the date this Agreement is fully ratified by the parties.

- c. Unless otherwise expressly stated, the term "daily rate" means dividing the member's current salary (including longevity) by 232 days, and the term "hourly rate" means dividing the member's current salary (including longevity) by 1,856 hours. Notwithstanding these terms: (1) a member's annual salary is to be based on a 261-day / 2,088-hour calendar (365-day) year solely for the purpose of calculating bi-weekly payrolls to ensure that the member's pay is spread evenly over the year; and (2) the daily rate for time earned prior to July 1, 1994 is to be computed by dividing the member's current salary (including longevity) by 261 days ("261-day rate"), and the hourly rate for time earned prior to July 1, 1994 is to be computed by dividing the member's current salary (including longevity) by 2,088 hours.

## **2. BARGAINING UNIT**

The City hereby recognizes the Association as the sole and exclusive bargaining agent and representative of all employees who have attained the civil service rank of police lieutenant and above who work in the Police Department of the City. The Association does not include employees in the exempt class, non-competitive class, labor class, and unclassified service as defined in the City of Long Beach Civil Service Rules.

The City shall deduct Association membership dues from the salary or wages paid each employee in the negotiating unit who have authorized in writing such deduction. The City shall transmit these deducted amounts to the Treasurer of the Association. This dues deduction shall commence no later than fifteen (15) days after the City receives the employee's written authorization to make the deduction.

3. **TERM OF AGREEMENT**

This Agreement shall be effective April 12, 2013 and shall terminate on June 30, 2025.

4. **WAGE AND JOB RATES**

a. The annual salary schedules are annexed hereto as Appendix "A". This Appendix shall reflect the following percentage increases, which are compounded:

7/1/13 – 6/30/14	3%
7/1/14 – 6/30/15	3%
7/1/15 – 6/30/16	0%
7/1/16 – 6/30/17	0%
7/1/17 – 6/30/18	2%
7/1/18 – 6/30/19	2%
7/1/19 – 6/30/20	1.5%
7/1/20 – 6/30/21	1.5%
7/1/21 – 6/30/22	1.5%
7/1/22 – 6/30/23	1.5%
7/1/23 – 6/30/24	0%
7/1/24 – 6/30/25	0%

The parties agree that there shall be no retroactive application of any wage increases set forth in this Article. However, should the Police Benevolent Association of the City of Long Beach, New York, Inc. ("PBA") receive or be awarded retroactive payment of salary for any of the years covered by this agreement, the City and the COA shall reopen this agreement and bargain over retroactive application of the wage increases set forth in this Article.

For the purposes of calculating salaries under this agreement, the parties will use the following rates of pay as if they were in effect on June 30, 2013:

- Lieutenants: \$168,813
- Detective Lieutenants: \$178,552
- Captains: \$185,694
- Detective Captains: \$196,407

The wage increases for the period of July 1, 2013, through the ratification date of this Agreement, as set forth in this Article, shall take effect on the ratification date.

At no time in the future shall employees in the rank of Lieutenant have a base pay of less than fourteen percent (14%) above the base pay of a Sergeant's top pay, and employees in the position of Detective Lieutenant base pay be less than fourteen percent (14%) above the base pay of a Detective Sergeant's top pay.

If the New York State Comptroller's Office determines that the City is no longer in significant fiscal stress as of July 1, 2024, either party may reopen negotiations on the limited issue of wage increases for the period of July 1, 2024, through June 30, 2025.

b. Lieutenants appointed on or after July 1, 2021, shall get to top pay in three (3) equal steps from the date of their promotion. They shall be placed on Step 1 as of the date of their promotion, Step 2 on the first anniversary of their promotion, and Step 3 on the second anniversary of their promotion.

c. Effective upon the ratification date, an employee designated as a Deputy Inspector shall receive an additional five-thousand-dollars (\$5,000) above their current base rate of pay. An employee designated as an Inspector shall receive an additional ten-thousand-dollars (\$10,000) above the member's current base rate of pay. The Police Commissioner may remove an employee's Inspector or Deputy Inspector designation after meeting with the employee, who may be accompanied by a representative from the Association. Upon request by the affected

employee or by the Association, the Police Commissioner shall provide a written reason for the designation removal. An employee who is removed from a designation above their current civil service rank for any reason other than for cause after a hearing shall have the option of retiring at his or her highest appointed rank or designation so long as that retirement occurs within three (3) months from removal of designation.

**5. LONGEVITY**

a. Those officers who are members of the unit on or before the ratification date or who become members of the unit after the ratification date and were hired before June 30, 2017 shall receive the following longevity benefits:

(1) In years 7-10 of their service in the Long Beach Police Department, officers shall receive a \$1,500 longevity payment per year.

(2) In years 11-15 of their service in the Long Beach Police Department, officers shall receive a total payment of \$4500 per year.

(3) In year 16 of their service in the Long Beach Police Department, officers shall receive a total payment of \$9000 per year.

(4) In years 17 and beyond of their service in the Long Beach Police Department, until separation from service, officers shall receive an additional \$550 per year for each year of service which shall be capped at a maximum longevity payment of \$14,500 per year.

b. Those officers who become members of the unit after the ratification date and were hired on or after June 30, 2017 shall receive the following longevity payments:

(1) In years 11-15 of their service in the Long Beach Police Department, officers will receive a \$3000 longevity payment per year.



(2) In years 16 and beyond of their service in the Long Beach Police Department, until separation from service, officers will receive a \$5000 longevity payment per year.

6. **HOLIDAYS AND COMPENSATORY TIME**

a. Effective upon the ratification date, paid holidays will be provided as follows:

- (1) New Year's Day
- (2) Dr. Martin Luther King, Jr. Day
- (3) President's Day
- (4) Easter Day
- (5) Memorial Day
- (6) Flag Day
- (7) Juneteenth
- (8) Independence Day
- (9) Labor Day
- (10) Columbus Day
- (11) Veteran's Day
- (12) Thanksgiving Day
- (13) Christmas

Holiday payments are to be paid at a member's daily rate on the first pay periods during the sixth (6<sup>th</sup>) and twelfth (12<sup>th</sup>) months of the City's fiscal year and shall be prorated for employees who enter the unit or who separate from the City during the calendar year.

b. For an employee who actually works a day observed as a holiday, the employee's compensation shall include, in addition to the employee's regular day's pay and holiday pay for

hours worked during that day, compensation payable at the rate of the employee's base salary (excluding longevity) divided by 3712 for each hour worked ("half-holiday pay"). Employees who work the 8-hour administrative chart shall be deemed on a scheduled day off for all 13 holidays but may choose to work on a holiday for this half-holiday pay.

c. If a holiday falls on an employee's scheduled workday while on vacation, the employee may extend the employee's vacation by one (1) day before or after the vacation or choose not to be charged for the one (1) day of vacation on which the holiday falls; provided, however, that such election shall be made with reasonable notice to the Police Commissioner. If the employee does not request to extend his or her vacation by one (1) day, then the employee will not be charged for one (1) day of vacation.

d. Employees shall be entitled to an accumulation of compensatory time not to exceed four hundred eighty (480) total hours at any time. Any compensatory time may be converted to cash subject to the approval of the City Manager and the cash flow needs of the City. This determination by the City shall not be subject to the grievance procedure. All compensatory time shall be calculated at the member's daily and/or hourly rate.

Notwithstanding the above, any member who receives a "locked time bank" may not receive compensation in the form of compensatory time. Instead, any compensation that would be paid in the form of compensatory time must instead be paid at the member's daily or hourly rate. Nothing in this section shall be construed to limit the amount of time placed in an existing member's locked time bank as set forth in Section 32.y, which was earned prior to the ratification of this Agreement.

e. **Accumulated Time for Members.** The police department shall be required to supply to all members a complete record of accumulated time as shown on the department's

records. Such records shall be supplied to all members during the month of October each year. Said accumulated time shall include, but not be limited to the following: personal leave days, compensatory days, blood days, vacations days, and any and all other time on the books provided by the City or Department. Such records will be up to date prior to dispersal.

f. Employees who are honorably discharged veterans of the Armed Services of the United States of America as defined in Article 4, Section 63 of the Public Officers Law of the State of New York, who are assigned on duty on the holidays known as "Veterans Day" and "Memorial Day", shall receive compensatory time off for such day or days that they worked a tour of duty. Police officers shall receive no compensation for marching in the City's Memorial Day Parade.

g. An employee whose tour of duty is changed by order of the Police Commissioner shall be given overtime compensation for any hours the employee performed duties outside the employee's regularly scheduled tour of duty. Exceptions to this overtime entitlement are the following:

- (1) the member and his/her supervisor or higher authority within the Department agrees to a tour change for the good of the Department without objection from the Association; or
- (2) the member requests a tour change for personal necessity and such change is approved by the Police Commissioner, with such approval to be withheld only when inconsistent with a significant need of the Department.

## **7. MILEAGE ALLOWANCE**

a. **General Rule.** An employee shall not receive a mileage allowance for reporting to duty but shall receive reimbursement for mileage incurred on the employee's private vehicle

while traveling on City business after reporting to duty in the employee's automobile. The mileage allowance shall be the rate set by the Internal Revenue Service for the applicable year.

b. No mileage allowance shall be paid to an employee ordered to report before a scheduled tour or to remain after a scheduled tour.

c. An employee who is court recalled from home to the reporting court shall be paid a mileage allowance at the rate set by the Internal Revenue Service for miles from LBPD headquarters to the court, but only for courts outside of Nassau County.

d. All employees requesting a mileage reimbursement in accordance with this section must submit their request and supporting documentation no later than 7 calendar days from the date the mileage was incurred.

#### **8. OVERTIME**

a. The City shall pay all employees, including detectives, at the rate of time and one-half for any overtime work. Overtime work is any work performed outside an employee's regularly scheduled tour of duty, except as otherwise provided in this Agreement. It is expressly understood by and between the parties that uniform and detective overtime are separate and distinct from one another. All overtime earned is to be based on the member's daily or hourly rate.

b. **Overtime Assignment/Wheel.** Overtime shall no longer be based solely on seniority. Rather, overtime shall be assigned by ranking the officer with the least amount of overtime worked as most eligible for overtime assignment, to the officer with the most amount of overtime worked as least eligible for overtime assignment. All overtime assignments shall be subject to the exceptions of Discretionary Overtime outlined in Section 8(c).

c. **Discretionary Overtime.** The Police Commissioner may assign the following types of overtime assignments to an employee without regard to the overtime wheel set forth in Section 8(b):

- (1) any assignments requiring specialized training or knowledge;
- (2) activity-related assignments, generally related to enforcement (*e.g.*, enforcement cars, bicycle patrol, radar enforcement, etc.) but not administrative assignments; and
- (3) assignments related to grant-funded activities or activities funded by sources outside of the City of Long Beach.

However, all overtime earned by an officer under this subsection shall be considered chargeable and shall be added to the officer's total hours in the overtime worked for the purposes of assigning overtime in accordance with Section 8(b).

d. **Detective Division.** When a supervisor in the Detective Division is not on call and it is decided that one is to be called in, that overtime shall be offered to supervisors in the Detective Division in seniority order by rank.

e. **Recall.** A "recall" of an employee is a direction or order to engage in work during the employee's regularly scheduled off duty hours prior to being placed on duty for the employee's next scheduled tour of duty. Any work performed by an employee contiguously following the employee's regularly scheduled tour of duty shall be deemed as overtime and shall not be considered recall.

- (1) An employee who is recalled to work shall be paid at a minimum flat rate of 5 hours of overtime with no travel time.

(2) An employee recalled to work may choose to take an 8-hour rest period between the time they sign off duty and the time they are required to report to work for their next regularly scheduled tour. However, this rest period may not be exercised when the Police Commissioner determines that there is a departmental need for his/her appearance at work.

(3) No employee shall be recalled while the employee is absent with leave except in the event of a declared emergency, departmental or otherwise, or if the employee agrees to be recalled.

f. **Off-Duty Notifications.** Off-duty notifications shall be brief. Should the call result in any direction to perform any function or the call necessitates a situation requiring the notified member's immediate action, the member shall be paid as follows:

(1) **2-hour rule.** Notwithstanding the recall provisions set forth in Section 8(d), an employee shall be entitled only to 2 hours of overtime compensation for all communications within a consecutive 2-hour span which do not require the employee to report to a scene or to perform any work. If such communications exceed 2 consecutive hours, then the employee shall be entitled to 6 hours of straight time pay.

g. **Court Recall.** Court recall shall be paid at a minimum of two (2) hours overtime with no travel time. If the court recall is canceled with less than 24 hours' notice, then the affected employee may work for 2 hours straight time pay, calculated at the member's hourly rate. That notwithstanding, the Police Commissioner may change a member's tour of duty up to 5 times within a calendar year for the purposes of a court appearance without any additional pay so long as the tour change occurs on a member's scheduled day of work.

**9. OVERTIME AND PAID LEAVE COMPUTATIONS**

All overtime shall be calculated and paid to members based upon their daily or hourly rate. All paid leave time (personal leave, compensatory time, unused vacation, vacation due, blood days, sick time, holiday pay, and terminal entitlements) accumulated by members on or after July 1, 1994, shall be valued and paid to officers based upon their daily rate. All paid leave time accumulated by members before July 1, 1994, shall be valued and paid to officers based upon their 261-day rate.

Paid leave time in a category prior to July 1, 1994 shall be replaced with paid leave time earned in that category on or after July 1, 1994, if an officer has accumulated the maximum amount of paid leave time officers are entitled to accumulate in that category.

**10. CLOTHING AND UNIFORM ALLOWANCE**

Employees shall receive nine hundred and seventy-five (\$975.00) dollars per annum as their uniform and clothing allowance. These payments are in addition to, and separate and distinct, from the salary schedules set forth in Section 4. The clothing allowance shall be paid in equal parts during the third (3<sup>rd</sup>) and ninth (9<sup>th</sup>) months of the City's fiscal year. The clothing and uniform allowance shall be prorated for employees who are hired by, or who separate from, the City during the fiscal year.

**11. CLEANING AND EQUIPMENT ALLOWANCE**

An employee shall receive a cleaning and equipment allowance of one thousand two hundred (\$1,200) dollars per year, payable as follows: one-half (1/2) in July and the other one-half (1/2) in January of each fiscal year. The cleaning and equipment allowance shall be prorated for employees who are hired by or who separate from the City during the fiscal year.

## **12. BASIC WORK WEEK AND TOURS OF DUTY**

a. Employees who work the 8-hour administrative chart shall work eight (8)-hour days pursuant to the following schedule: five (5) days on (Monday through Friday); two (2) days off (Saturday and Sunday); four (4) days on (Monday through Thursday); three (3) days off (Friday through Sunday). A member may be assigned to the alternating Monday off as opposed to the alternating Friday; this day off selection may be accomplished voluntarily or if necessary, by reverse seniority, time in grade.

Employees assigned to a ten (10)-hour work chart will work either steady 0800 to 1800 (8:00 a.m. to 6:00 p.m.) or steady 1600 to 0200 (4 p.m. to 2 a.m.) four consecutive days on and four consecutive days off.

Lieutenants for which squad selection applies shall select their squads based upon seniority within grade. Such selections shall commence during the month of November for the upcoming calendar year. Reverse seniority shall be utilized for filling temporary emergency vacancies within squads.

The 8-hour administrative chart shall be the working chart for commanding officers of divisions including the Executive Officer ("XO"), Commanding Officer of the Uniformed Patrol Force ("COUF"), Commanding Officer of the Detective Division ("CODD"), Commanding Officer of the Traffic Division ("CO Traffic"), Commanding Officers of the Records Division ("CO Records"), Commanding Officer of the Technical Assistance Response Unit ("CO TARU"), and any other position or title having command over a division or unit.

The Police Commissioner may create special details or assignments as are consistent with the needs of the Police Department and retains the right to assign Lieutenants to these special details or assignments. Said details or assignments shall be staffed voluntarily. In the event



there are no volunteers available, then reverse seniority of qualified personnel shall be used to fill vacancies.

**Limited Duty Personnel.** In the event circumstances occur that two or more Lieutenants are on limited duty within the same squad and/or unit, the junior Lieutenant or Lieutenants may be re-assigned to a unit or units not having any limited duty personnel. Every effort will be made to accommodate the officers' preference. In the event a re-assignment is made within this section, the re-assigned Lieutenant will revert to his or her original assignment when the Lieutenant(s) on limited duty return to full duty.

**Annual Review.** Recognizing that the conditions requiring police attention can change over time, the parties agree to meet during the first week in November to discuss potential changes in the work chart at the request of either party.

Notwithstanding the terms of this subsection and the exceptions listed in Section 6(g) of this Agreement, officers may work an alternative schedule upon the written permission of the Police Commissioner and the Association, but in no event shall an employee work more than the maximum contractual hours without compensation pursuant to this Agreement.

b. If the PBA negotiates 12-hour tours or other tours into its collective bargaining agreement with the City or is awarded 12-hour tours or other tours in an Interest Arbitration Award, then the parties shall meet and negotiate over possible changes to the tours set forth in this Agreement.

c. **Chart Days.** Employees who were members of the bargaining unit before the ratification date and work eight (8) hour days shall receive twelve (12) chart days for the first five (5) years following the ratification date. These members shall receive six (6) chart days

after five (5) years and no further chart days beyond their eighth (8<sup>th</sup>) year. Employees who become members on or after the date this Agreement is ratified shall receive no chart days.

d. **Training Days.** The Police Commissioner may, upon five (5) calendar days' notice, unless otherwise waived by the affected employee, assign employees up to 4 training days per year for bona fide police-related training courses, which may last up to 10 hours, with no additional compensation. However, if an employee is assigned any function other than training during one of these 4 training days scheduled on a member's regular day off, then that employee will receive overtime compensation for the entire amount of time worked. One of the 4 training days may be assigned as a community service day where the officer shall participate in community outreach, a community event, or some other form of public outreach, with the member's consent, at no additional compensation. If an employee is not assigned training on his or her day off, that employee shall not be subject to any deduction or penalty for not attending training on his or her day off. Training days will be scheduled for regular days off and will not be scheduled during vacation periods or days off attached to a vacation period, unless otherwise agreed to by the affected member (e.g., weekends or holidays preceding or following vacation periods). However, an employee may be scheduled to attend training beyond these 4 days during scheduled work time. Additionally, members may be scheduled for training upon mutual agreement and such training may be handled as a tour change without additional compensation. If a training day is assigned with less than 5 calendar days' notice, then the employee may at his or her own discretion refuse to attend the training day, unless otherwise directed to attend. In such case, the reporting employee shall be compensated at the overtime rate, unless such training day occurs on the employee's regularly scheduled tour of duty.

e. From the ratification date through March 31, 2023, the City shall maintain without interruption at least five (5) employees at the civil service rank of lieutenant or above in its Police Department, excluding employees in the exempt class, non-competitive class, labor class, and unclassified service. Thereafter, there shall be a minimum of six (6) employees at the civil service rank of lieutenant or higher in the Police Department, excluding employees in the exempt class, non-competitive class, labor class, and unclassified service.

If staffing falls below these levels, the City shall have six (6) months in which to rectify, provided there is a certified civil service eligible list. If no such list exists, the City reserves the right to appoint lieutenant(s) in accordance with applicable civil service law. The City further agrees that if there is no eligible list, or the current certified list has less than three (3) eligible members, it will request and participate in the next available lieutenant examination. The City also agrees not to assign any employee below the civil service rank of lieutenant to a commanding officer position, or to assign work exclusively performed by commanding officers to employees below the civil service rank of lieutenant.

Should the City fail to maintain these staffing levels for more than six (6) months, then each COA member shall be entitled to work any of the ten (10) hour tours described in Section 12 at the member's sole option, and tours shall be picked by seniority order, with seniority determined by time in grade.

f. **Mutual Switches of Tours.** Employees shall have the right to obtain mutual switches of tour(s) with other employees of the same rank and assignment and must be within the same division or unit. Such right to obtain mutual switches of tours shall include what is known as block mutuals, *i.e.*, one set of tours for another between members as there would be no diminution of coverage as to hours of coverage for the Department. Mutuals can be reimbursed

between members engaged in the mutuals by requesting a compensatory or personal day be transferred between the members involved. If an employee calls in sick when he or she is scheduled to work a mutual, then the Police Commissioner, at his or her discretion, may dock that employee up to two (2) days of accrued time for each day the employee does not appear, and that employee may be subject to discipline. It is understood and agreed that employees on a mutual are prohibited from utilizing accrued time during those mutual tours.

**13. FUNERAL EXPENSE BENEFIT**

The City shall pay and/or reimburse the family of an employee whose death is caused in the line or performance of the employee's duty in a sum not to exceed ten thousand (\$10,000) dollars.

**14. DEATH BENEFITS**

- a. The City agrees to continue the provisions of Retirement and Social Security Law, Section 360-b.
- b. The City agrees to continue the provisions of Section 208-b and 208-c of the General Municipal Law providing for death benefits for an employee who dies in the line of performance of duty.
- c. **Deceased Members Accumulated Time.** If a member becomes deceased while still on the payroll, their designated beneficiary and/or surviving spouse shall receive all compensation which would have been paid to the member under any other circumstances. Such pay to include one-half of the total accumulated hours of sick leave pay up to a maximum of 3200 hours or 1600 hours of pay, all compensatory days, all personal days, blood days, vacation days, termination days, longevity pay, and any other benefit normally paid on a cash basis, as

well as pay for all accumulated time in each member's locked time bank as set forth in Section 32.y. Said payment to be completed within sixty (60) days of the member's demise.

**15. SICKNESS, INJURY, PERSONAL, AND OTHER LEAVE**

a. Unlimited disabling from duty sick leave as presently existing shall be continued in full force and effect during the term thereof.

b. Injury shall be defined as any disablement rendering the employee unable to perform police duties. Subject to examination by a police designated doctor on reasonable notice, an employee absent by reason of a "line of duty" injury may, at the direction of the Police Surgeon, only be confined for medical reasons to a hospital, bed, or home, or otherwise be restricted by the City.

c. An employee on line of duty or non-line of duty sick leave, or on limited duty, shall make himself or herself available for an examination by the Police Surgeon Monday through Friday, 0800 hours (8:00 a.m.) to 2300 hours (11 p.m.), and will not receive any extra compensation for examinations conducted within these hours. Unless permission is otherwise granted by the Police Commissioner after conferring with the police surgeon, an employee on non-line of duty sick leave shall be confined to his or her home but may request permission to leave their home to obtain medical treatment, medication, food, vote in an election covered by New York State Election Law, or for religious reason. The employee must make the request by contacting the desk officer and, if permission is granted, must contact the desk officer again upon returning home. If the Police Surgeon determines that an employee is likely to be on limited duty for more than four (4) tours, the Police Commissioner may change that employee's hours, provided that the employee's workdays remain unchanged and the change of hours is effective for an entire set of tours, unless agreed otherwise by the employee and Association.

d. An employee shall retain all benefits, in addition to basic pay, while the employee is on sick leave due to an injury received in the line of duty. All other employees on sick leave shall lose eligibility for all vacation pay, holidays, allowances, and personal days after being on sick leave for twelve (12) continuous months. All other employees on line of duty or non-line of duty sick leave shall lose eligibility for night differential after being on line of duty or non-line of duty sick leave for three (3) consecutive months. Any employee on line of duty or non-line of duty sick leave shall not leave the State without the permission of the Police Commissioner.

e. **Excessive Sick Leave User (ESLU).** The Police Commissioner may designate an employee who has two (2) or more instances of sick leave in a three (3)-month period, or three (3) or more instances of sick leave in a rolling twelve (12)-month period, an ESLU . Any time an employee uses sick time shall count as an instance of sick leave, but consecutive sick days shall count as one (1) instance of sick leave. Line of duty illness or line of duty injuries will not count as an instance of sick leave under this section.

(1) An employee who is designated an ESLU:

a. shall prospectively provide the Police Commissioner with a doctor's note for each instance of sick leave, or as otherwise required by the Police Commissioner or Police Surgeon to remain informed of the member's condition;

b. shall not be eligible for voluntary overtime (which shall not include overtime needed to complete an arrest or other authorized assignment required as part of their normal working tour of duty) without the Police Commissioner's permission;

c. may be required to be examined by the Police Surgeon Monday through Friday when the Police Surgeon is available, without additional compensation, regardless of

whether the employee is normally scheduled to work during such time or is on line of duty injury leave or limited duty without additional compensation;

d. shall be required to stay home 24/7 from the time the employee begins using sick leave until the employee returns to work, except for the following reasons: to obtain medical treatment, attend religious services, go to the pharmacy for their own prescribed medications, attend physical therapy, obtain food, vote in an election governed by New York State Election Law, or for a personal emergency approved by the Police Commissioner. An ESLU who needs to leave home for any of these seven (7) reasons shall notify the Desk Officer of the need to leave prior to leaving their place of residence and shall also notify the Desk Officer immediately when the employee returns home.

(2) The designation of sick leave abuser shall terminate either when the employee no longer has two (2) or more instances of sick leave in a three (3)-month period, or three (3) or more instances of sick leave in a rolling twelve (12)-month period, or when the designation is waived by the Police Commissioner.

f. **Administrative Sick Leave.** An employee who has been on non-line-of-duty sick leave for two (2) or less scheduled tours of duty may sign back on duty and report to work without the need to report to the police surgeon unless otherwise required by the Police Commissioner. If required to see the police surgeon, members shall see the surgeon Monday through Friday between the hours of 0800 hours (8 am) and 2300 hours (11 pm) with no additional compensation. Such reporting shall be during the officer's tour of duty if possible. Employees designated ESLUs are ineligible for this leave and must provide a doctor's note and must be examined by the Police Surgeon, unless otherwise directed by the Police Commissioner.

Surgeons' visits shall be on the member's own time or during the member's regular tour of duty without additional compensation.

g. Employees shall immediately inform the Police Surgeon if they are taking any medication(s), including, but not limited to, narcotics, opioids, or psychotropic medications, which could reasonably be expected to affect the employee's fitness for duty, awareness, consciousness, judgment, ability to operate a motor vehicle, ability to use a weapon and/or ability to protect the public. Upon disclosing such information to the Police Surgeon, the Police Surgeon shall: take reasonable steps to protect the employee's privacy, and the Police Commissioner shall assign the employee to limited duty until the Police Surgeon examines the employee and determines that the employee is fit for full duty.

**h. Unused Sick Leave and Sick Leave Accrual.**

(1) All non-line of duty sick leave usage shall be debited on an hour-for-hour basis.

(2) Employees hired by the Department before June 30, 2017 will receive credit for twenty-six (26) eight (8) hour days of sick leave for each year of service, less any sick leave taken (except for line of duty injury), with a maximum accumulation of three thousand two hundred (3,200) hours that can be paid out upon termination at the rate of fifty percent (50%). This benefit shall be prorated for employees who are hired by or who separate from the City during the year. Upon termination of employment, except for discharge for cause following appropriate adjudication, an employee with a minimum of ten (10) years of service shall receive in cash remuneration a sum equal to fifty (50%) of the sick leave accumulation using the above-described formula. However, a member with less than ten (10) years of service may receive this entitlement if the employee retires with an accidental or job-related disability. This provision shall be retroactive to the date of employment.



(3) For employees who were members of the unit prior to the ratification date, the three thousand two hundred (3,200) hours have already been applied to their locked time bank and they will be paid out in accordance with this Agreement, but in no event shall they be entitled to any further payment of sick leave above the locked time bank.

(4) Employees who become members of the unit on or after the ratification date will be entitled to the unused sick leave payment described in this subsection.

(5) Employees hired by the department on or after June 30, 2017 shall only be entitled to accrue up to one hundred and twenty (120) hours of sick leave per year, which shall be subject to the three thousand two hundred hour (3,200) maximum accrual and separation payment cap of \$325,000.

i. **Personal Leave**

(1) Employees who were members of the unit as of the ratification date shall receive forty (40) personal leave hours per year. Personal leave shall be prorated for employees who are hired by or who separate from the City mid fiscal year. Personal leave hours will no longer be accumulated as of the ratification date. Employees will be paid for all unused personal leave time accrued after the ratification date, including all sick leave incentive time earned, if any, in the second pay period following the end of the fiscal year.

(2) Employees who become members of the unit on or after the ratification date and were hired on or before June 30, 2017 will retain their accrued unused personal time banks that are in excess of thirty (30) hours. Such employees may continue to utilize this accrued time during their employment and upon separation, will be paid out the balance of this time-subject to the maximum separation payment cap of \$325,000.

(3) Employees who become members of the unit on or after the ratification date shall receive thirty (30) personal leave hours per year. Personal leave shall be prorated for employees who are hired by or who separate from the City mid fiscal year. Personal leave hours will not be accumulated. Employees will be paid for all unused personal leave time accrued, including all sick leave incentive time earned, if any, in the second pay period following the end of the fiscal year.

(4) Employees desirous of summer weekend time off (June, July, August) will be granted one weekend day off if minimum manning objectives of the department are fulfilled. Such day off shall be selected by seniority and there shall be no more than one such day off granted per weekend tour. For purposes of this subsection, weekends shall be defined as beginning Friday at 6:00PM through Monday at 8:00AM.

(5) Every employee shall be notified whether their request for use of personal leave is approved or denied no later than forty-eight (48) hours prior to commencement of the tour for which they are requesting, not inclusive of weekends and holidays.

j. **Bereavement Leave**

(1) Additional time off for death in the family shall be allowed to an employee. Such time shall be four (4) working days. Immediate family shall by definition include the following: member's spouse, child, father, mother, brother, sister, parent-in-law, stepparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster parent and foster children. All bereavement leave shall be subject to review, which may be provided orally over the phone when necessary, and the employee will submit the "Bereavement Leave Request Form" either before or immediately after said leave.

(2) A member shall receive two (2) working days off for the death of a grandparent or grandparent-in-law.

(3) A member shall receive one (1) day off to attend a funeral of an aunt, uncle, niece or nephew.

(4) An employee shall be entitled to death leave and excused from tours of duty whether or not such tours are the employee's regularly scheduled tours or those for which the employee has become responsible due to mutual swapping. However, this leave shall be subject to the approval of the Police Commissioner which shall not be unreasonably withheld.

k. **Sick Leave Incentive.** Employees may receive up to forty (40) hours of personal leave in the second pay period of July if they do not utilize any sick leave during the preceding calendar year. Each hour of sick leave that a member utilizes during the preceding calendar year shall be deducted from the maximum incentive of forty (40) hours of personal leave on an hour-for-hour basis.

l. **Emergency and Trauma Leave**

(1) An employee may be granted five (5) working days leave of absence with full pay in the case of an emergency which shall include, but not be limited to, the birth of a child, the hospitalization of a member's immediate family, etc. Such leave shall be subject to the Police Commissioner's discretion and shall not be subject to grievance under the arbitration procedure.

(2) Subject to the non-grievable discretion of the Police Commissioner, an employee shall be granted five (5) working days leave of absence with full pay in a case where the employee is subjected in the line or performance of duty, to a traumatic situation which shall include, but not be limited to, such instances as the fatal shooting of a criminal suspect, etc.

m. Sick leave shall include the continued requirement of medical treatment and/or therapy for line-of-duty injuries. Said treatment may be taken during working time with the approval of the Police Surgeon. Employees must use their best efforts to avoid requiring treatment during working hours.

n. If an employee reports to duty and then leaves due to illness or non-line of duty injury, sick leave shall be charged against the employee's accumulated sick leave on an hour for hour basis.

o. Where an employee is prevented from reporting to work after making reasonable efforts to do so by circumstances out of the employee's control (Act of God), such failure to report shall not be charged as a personal day. The Police Commissioner may require the employee to provide acceptable proof of such circumstances.

p. **Sick Leave Bank/Extreme Hardship.** Members may volunteer to waive accumulated time either by, but not limited to, vacation, sick etc., to provide leave benefits to another member who may be deemed to be an extreme hardship situation at the discretion of the Police Commissioner. The waiver shall be at the voluntary discretion of the member or members.

q. **Time-off Procedure.** COA members are responsible for managing their own time-off. Before taking such time, they must first ensure that at least one lieutenant will be on-duty during the time period they wish to take off in order to ensure coverage. If a lieutenant will be on-duty to provide coverage, then the member will be entitled to take the time-off provided the member gives notice to the Police Commissioner by text, or by any other medium designated by the Police Commissioner, as soon as possible, but no later than five (5) minutes before the time-off is to begin. Should a lieutenant not be available to ensure coverage, then the COA

member must request permission to take the time off from the Police Commissioner. The Police Commissioner may grant or deny the request at his or her sole discretion. This provision only applies to members assigned to the 8-hour administrative chart.

**16. VACATION**

a. Employees who are members of the unit as of the ratification date shall receive two hundred and forty (240) hours of vacation annually. Those who become members of the unit after the ratification date shall continue to receive the hours of vacation they received annually prior to the time they join the unit.

b. Employees who become members of the unit on or after the ratification date and were hired on or after June 30, 2017 shall receive the greater of one hundred and sixty (160) hours of vacation annually or the amount of vacation leave to which they were entitled prior to joining this unit.

c. **Vacation Picks.** All vacation picks will be selected on a seniority basis, within civil service rank, with seniority determined by time in grade. Members in different divisions and/or units may pick the same vacation periods, but under no circumstances will the Police Commissioner be required to have less than one (1) lieutenant available. Members shall pick their annual vacation dates in the preceding month of November.

d. It is further understood and agreed that no forfeiture of vacation or any part hereof shall result to any employee by reason of any major illness or accident immediately preceding and carrying over into the actual inception date of an employee's regularly scheduled vacation. The nature of such sickness or accident shall be certified by a physician designated by the City. In the event of such sickness or accident, the employee shall receive credit to the extent of the time used to recover from such injury or illness (if less than the regular vacation period), and if

said illness or injury extends throughout the entire regularly scheduled vacation period, the employee shall be rescheduled at the earliest possible time. In no event shall such illness or injury be charged to vacation but shall at all times be charged to sickness and injury as set forth in Section "15" hereof. Nor shall any vacation credit received under this subsection entitle a member to receive more than the maximum separation payment cap of \$325,000.

e. An employee shall be entitled, at the employee's own option, to accrue up to fifty (50) days of vacation from year to year and be paid for that sum at retirement, subject to the maximum separation payment cap of \$325,000. Nothing in this section shall be construed to limit the amount of time placed in an existing member's locked time bank as set forth in section 32.y.

f. An employee shall be permitted to work up to a maximum of one week of the employee's summer vacation during the months of June, July and August, at the employee's option, at straight time compensation. All other requests to work more than one week at straight time pay may be granted at the discretion of the Police Commissioner. Any employee who is granted time to work a week or more on his vacation, as per contract, will be granted straight time unless an employee works a tour where at least eight (8) hours are straight time and any contiguous time will be paid at the overtime rates, unless assigned to a tour that exceeds their normal tour of duty. If such time or any part thereof includes a holiday, such employee shall receive holiday pay as well as any other benefit that he would accrue for working that day. Such straight time pay to be paid at the member's daily or hourly rate.

**17. DETECTIVE DESIGNATION**

An employee designated as a Detective, including Detective Lieutenant, or other rank or grade designated as "Detective", and who has held such designation for a period of time in

excess of ninety (90) days from the date of designation, shall remain in that position until it is determined by a hearing that he/she has failed to properly perform the duties of that position, or that such detective was incompetent, derelict in his/her duties, or has been served with charges relating to misconduct in the performance of his/her detective duties, and found guilty after a Departmental hearing. Such Detective shall be entitled to have a representative of the COA and an attorney present during such hearing.

If at the conclusion of the hearing it is determined by documentation and clear and convincing evidence that such Detective is guilty of the aforementioned elements, then the Police Commissioner may, but shall not be required to, rescind his/her detective designation and return him/her to uniform duty at his/her corresponding civil service rank. However, if at such hearing it cannot be substantiated that such Detective was incompetent, derelict, or failed to perform his/her duties, then such Detective shall remain a Detective at his/her rank and position that he/she has achieved and all records relating to the proceeding shall be immediately removed from his/her personnel file.

If the member is found guilty at the Departmental hearing, the finding and any punishment imposed shall be, at the member's option, reviewable pursuant to the de novo arbitration provisions of Section 19 of this Agreement. This section shall apply regarding any disciplinary proceedings wherein it is the intent of the Commissioner to remove the individual's detective designation, or in which the removal of the detective designation is a penalty to be imposed.

In the event that the removal of a detective designation is rescinded based solely and legitimately upon reasons of economy, consolidation or abolition of function or curtailment of activities, no hearing shall be required to be held, however, removal of such designation shall be

made in inverse order of time in grade and any such individual whose designation is removed for the foregoing reasons shall have preference and priority based upon time previously served in the detective grade to any future detective designations to be made.

**18. INVESTIGATORY AND DISCIPLINARY ACTIONS**

a. In any instance, wherein the police department and/or the City of Long Beach conduct an internal investigation within the department, the employee under investigation shall have the right to have present during the period of interrogation, a duly designated representative of the Association who may or may not be an attorney. The employee shall be given a reasonable opportunity to notify such duly designated representative(s), but a period of interrogation shall not be delayed for an unreasonable time because such duly designated representative is unable to be present. This duly designated representative(s) shall have the right to confer with and advise the employee during said interrogation and/or investigation but shall not interrupt the questioning or interrogation of the employee as it is taking place.

b. The service of charges and specifications shall be considered the initiation of disciplinary proceedings.

c. Charges and specifications and all references thereto shall be removed from the employee's personnel file and placed in a confidential file or destroyed, if permitted by law, one (1) year after the final determination thereof, so long as no other determination has been made as to charges served within the said one (1) year period.

d. Anonymous personal complaints against an employee shall not be the basis of any charge, provided, however, that the City may investigate to ascertain whether there is cause for complaint as to conduct of a member relating to police duties or functions.



e. **Employee Written Material.** After six (6) months, all written material submitted by an employee pertaining to any departmental investigation/matter or leading to a final dissolution of an investigation, shall be removed from the personnel file maintained by the Police Department and placed in a confidential file or destroyed. Such written material to include, but not limited to: To/From reports, any and all written reprimands, etc.

f. If an employee is investigated by an appointee or member of this Department or by the City of Long Beach, he shall be notified at the completion of the investigation in writing as to the results thereof at his request.

g. The parties agree to meet and negotiate over the provisions of this section to the extent they are affected by a change in law or judicial decision.

## **19. GRIEVANCE PROCEDURE AND RESOLUTION OF DISPUTES**

### **SECTION 1 – Definitions**

a. For the purpose of this Agreement, the term “**Grievance**” shall mean:

(1) a claimed violation, misinterpretation or misapplication of the express provision of this Agreement, except that “grievance” shall not be construed to include any claim which is otherwise excluded from the grievance procedure by the terms of this Agreement;

(2) a claimed violation, misinterpretation or misapplication of the rules, regulations, or procedures of the Police Department affecting terms and conditions of employment;

(3) a claimed assignment of the grievant to duties substantially different from those stated in the employee’s job title specification.

b. The term “**grievant**” shall mean an affected employee, group of employees, or the Association, or both, as the context requires.

c. For purposes of this Grievance Procedure, the term “days” shall mean calendar days.

d. Grievances may be processed by the Association within its sole discretion, and the determination as to whether or not to invoke arbitration as the final step in the grievance procedure on behalf of an employee, group of employees or the Association shall be the exclusive right of the Association. The Association shall have the sole right to settle grievances.

## **SECTION 2**

a. Every bargaining unit member who believes that he/she has a grievance under the Collective Bargaining Agreement may present that employee’s grievance to an authorized representative of the Association who may process the employee’s grievance pursuant to Section 1, above, to the Police Commissioner for this purpose, in writing upon a form to be provided by the City.

b. The informal resolution of grievances is encouraged at all levels of supervision.

c. A bargaining unit employee shall have the right to have a representative of the Association present at any step of the grievance procedure.

d. The Association will attempt to avoid processing any grievance which it believes in good faith to have no merit.

e. All grievances shall include the name and position of the aggrieved party, the identity of the provision(s) of this Agreement or the written Department rules, regulations or procedures involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and a general statement of nature of the grievance and redress sought by the aggrieved party.

### **SECTION 3**

Under the grievance procedure herein, a grievance must be initiated promptly, but not later than thirty (30) days following the date on which the grievance arose or the date on which the grievant should reasonably have learned of the grievance, whichever date is the latest. Grievances shall be processed according to the following procedure.

#### **STEP I**

A grievance shall be submitted in writing to the Police Commissioner. A determination thereon shall be made by the Police Commissioner within fourteen (14) days following the submission of the grievance unless the time is extended by written agreement between the Association and the Police Commissioner; provided, however, that any agreed upon extensions shall be limited to thirty (30) days from the date of the first due response. Any extensions beyond that must be approved by the City Manager. Unless otherwise extended, if the Police Commissioner does not issue a written response within fourteen (14) days following the submission of the grievance, then the grievance shall be deemed denied.

#### **STEP II**

The Police Commissioner's determination, if not accepted by the Association, may be submitted to the City Manager by providing him or her with a copy of the grievance and the determination by the Police Commissioner, together with any supporting documents, within fourteen (14) days of the Step I decision.

The City Manager or designee shall review the grievant's case within five (5) days after the aforesaid submission. The City Manager shall, thereafter, make a determination thereon within fourteen (14) days after the aforesaid review. If the City Manager does not issue a written

response within nineteen (19) days following the submission of the grievance, then the grievance shall be deemed denied by the Manager on the last day due.

### **STEP III**

If the dispute is not settled by Step II, either party may submit the matter to final and binding arbitration in accordance with the Rules of the New York State Public Employment Relations Board (PERB) for voluntary arbitration (Grievance Arbitration) within fourteen (14) days of the determination at Step II.

The arbitrator shall be required to render his/her award within thirty (30) days from the close of the hearing. This period may be extended with the consent of both parties.

The arbitrator shall have no authority to modify, alter, add to or subtract from any of the terms of this Agreement and shall be bound by its express terms. The arbitrator shall have no authority to consider any matter which was not presented in the course of the grievance steps and shall be the ultimate appeal therefrom.

The arbitrator shall, nonetheless, have the authority to make an employee whole as to damages suffered.

The expenses of the arbitrator shall be equally shared by the parties. If a transcript is agreed upon, the cost of same shall be shared equally by the parties.

### **SECTION 4**

In the event that an impasse in future collective negotiations should ensue, all unresolved issues shall be submitted to impartial arbitration with an arbitrator to be selected from a panel maintained by the New York State Public Employment Relations Board.

**20. TERMINATION LEAVE**

a. Upon termination from service, other than for just cause, employees who are members of the unit as of the ratification date shall receive six (6) days' pay for each year of service retroactive to date of employment. Employees who are members of the unit as of the ratification date shall be paid all termination leave accrued after the ratification date on an annual basis. Such annual payment shall be issued in the second pay period of July in each new fiscal year.

b. Upon termination from service, other than for just cause, employees who become members of the unit after the ratification date, and who were hired on or before June 30, 2017, shall receive five (5) days' pay for each year of service retroactive to date of employment, capped at 25 years of service.

c. Upon termination from service, other than for just cause, employees who become members of the unit after the ratification date, and who were hired after June 30, 2017, shall receive one (1) day's pay for each year of service.

**21. NIGHT DIFFERENTIAL**

Night differential compensation shall be paid at twelve (12%) percent of base salary (excluding longevity) for all hours worked by members from four o'clock p.m. (4:00 p.m.) to eight o'clock a.m. (8:00 a.m.). A member who is entitled to night differential pay shall receive this pay regardless of whether the member is absent due to regular sick leave, a line of duty illness or injury, excusal for COA release time, or any other reason.

Notwithstanding the foregoing, if a member is absent from work due to regular sick leave (non-line of duty) for a period of three (3) consecutive months without an appearance, the

Department shall have the option of discontinuing night differential pay until such time as the member reports back to duty.

**22. MEAL ALLOWANCE**

a. An employee shall be excused with pay for a one-hour meal period during every eight (8) hours worked. At the discretion of the Police Commissioner, members may add one of their two (2) twenty (20) minute personal breaks to their meal period. A member who misses or does not use his or her personal break shall not receive compensation for it, and cannot append it to a first or last hour meal period.

b. Employees directed to miss a meal period shall be compensated at straight time to be paid at the next available pay period.

**23. NO STRIKE CLAUSE**

The Association affirms that it does not assert the right to strike against the employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or to participate in such a strike.

**24. HOSPITAL, MEDICAL, DENTAL, AND LIFE INSURANCE**

a. Those who are members of the unit as of the ratification date shall continue to receive health insurance coverage for themselves and their families at the sole cost and expense of the City, without any contribution from the employees. The City shall continue to provide employees health insurance coverage under the New York State Health Insurance Program's Empire Plan / UnitedHealthcare (the "Empire Plan") and may not unilaterally change it. Maternity shall be considered a covered illness condition.

The dental plan (currently the Healthplex Dental Plan) shall have a fifteen hundred (\$1,500) dollar maximum coverage per person per calendar year and a two thousand (\$2,000)

dollar maximum lifetime orthodontia coverage per person. The parties agree that the City has the right to change the dental plan, provided that the level of benefits (as provided through the Healthplex Dental Plan as of the ratification date) is maintained.

Members shall receive at least one hundred dollars (\$100) per person or family member every two (2) calendar years to cover the costs of eyeglasses.

Those who become members of the unit after the ratification date and were hired by the Department on or after June 30, 2017 shall contribute 15% towards their health insurance premiums. Employee contributions towards dental and vision insurance premiums shall be in accordance with the collective bargaining agreement or Interest Arbitration Award that was in effect immediately before they became members of the unit.

If the City and PBA agree to change the health, dental, or vision insurance coverage provided to PBA members, then the City shall also offer that coverage to each COA member as an option and provide each COA member an opportunity to switch plans. However, any employee who becomes a COA member after December 31, 2022, shall be required to change their health, dental, or vision insurance coverage to the coverage provided to PBA members if the respective coverage provided to PBA members changes.

(1) **Copays.** Notwithstanding the terms of any specific health plan that may be in effect, the City shall, in the first pay period of July, pay employees with family plan coverage one thousand dollars (\$1,000) and employees with individual plan coverage five hundred dollars (\$500) to cover co-pays.

(2) The parties agree that, notwithstanding the terms of any specific health plan that may be in effect, the City shall maintain the present level of benefits provided for as of the

ratification date in the areas of mental health and substance abuse coverage. The terms of the present levels are as follows:

**Mental Health Coverage:**

	<b><u>In-Network Provider</u></b>	<b><u>Out of Network Provider</u></b>
<i>In-Patient</i>	No Co-Pay	\$2000 deductible/50% co-insurance/30 days
<i>Out-Patient</i>	\$15 Co-Pay	\$500 deductible/50% co-insurance/30 days

**Substance Abuse Coverage:**

	<b><u>In-Network Provider</u></b>	<b><u>Out of Network Provider</u></b>
<i>In-Patient</i>	No Co-Pay	\$2000 deductible/50% co-insurance/30 days
<i>Out-Patient</i>	\$12 Co-Pay	\$500 deductible/50% co-insurance/30 days

(3) The City affirmatively states that it will use best efforts to research claims and make reimbursements to members in a timely fashion.

**(4) Health Care Benefit Grievance Procedure.**

i) If a member is denied health care coverage for a specific procedure, treatment or prescription from a current provider and the member can establish that the denied procedure, treatment or prescription was previously covered by coverage provided by the City between the dates November 01, 1999 and July 31, 2004 the member may file for reimbursement for the specific procedure, treatment or prescription, less any applicable deductibles.

ii) If the City denies coverage and reimbursement, the member shall have the right to appeal the denial to the Office of the City Manager. Such appeal shall be in writing and postmarked or filed with the Office of the City Manager within 30 calendar days of receipt of the denial from the City.



iii) If the City Manager, or his/her designee, upholds the denial of the reimbursement, the member shall have the right to appeal the denial to an "Expedited Health Care Benefits Arbitration." Such appeal and demand for arbitration shall be in writing and postmarked or filed with the Office of the City Manager within 30 calendar days of receipt of denial from the City Manager, or his/her designee.

iv) The parties agree that "**Expedited Health Care Benefits Arbitration**" shall be held as needed and the "Expedited Health Care Benefits Arbitrator" shall be an individual with the requisite experience and knowledge and mutually agreed upon by the parties. The parties agree that the cost of such shall be shared equally between the parties.

b. The City shall further, at its sole cost and expense, continue to provide the benefits represented by the major medical, dental, life, drug reimbursement and eyeglass coverages as provided herein for all employees and in addition thereto, to retired employees who meet the following qualification:

(1) Twenty (20) years of credited service in the New York State Policemen's and Fireman's Retirement System and fifteen (15) years of service in the City of Long Beach Police Department.

(2) For all employees who retire as the result of an accidental, job-related or ordinary disability, pursuant to Sections 360, 362, or 363 of the New York State Retirement and Social Security Law and granted through the New York State Policemen's and Firemen's Retirement System. This insurance shall be provided regardless of age upon retirement.

c. Upon the death of a retired employee covered under subdivision (b), the surviving spouse and/or dependent children shall be provided health insurance coverage that is the same as that of the members of the unit for three (3) years at no cost and shall be eligible to continue that

coverage through COBRA. If there is no surviving spouse, but unemancipated children, those children will be provided the same coverage for one (1) year at no cost and shall be eligible to continue that coverage through COBRA.

d. Notwithstanding anything contained to the contrary in Subdivision (b), the City will not be liable to provide health insurance benefits as herein provided for a retired employee who shall otherwise receive such benefits from another employer by whom the employee is gainfully employed, to the extent of such other benefits.

e. If an employee dies in the line of duty, the employee's surviving spouse shall continue to receive health insurance coverage until death or remarriage, and the employee's dependent children shall continue to receive health insurance coverage until they reach the age of twenty-six (26). The employee's dependent children will also be eligible to receive health insurance coverage through COBRA up to the legal maximum time limit provided by applicable law. If an employee dies for any other reason while covered by the collective bargaining agreement (active officers only, not retired), the employee's surviving spouse and dependent children shall continue to receive health insurance coverage for three (3) years and will also be eligible for health insurance coverage through COBRA up to the legal maximum time limit provided by applicable law.

f. Life insurance provided under the aforesaid major medical plan shall be in the amount of Fifty Thousand (\$50,000) Dollars. Said life insurance to include an accidental death benefit of an additional fifty thousand (\$50,000) dollars.

g. All employees, including employees who become members after the ratification date, have the option of selecting an H.M.O. medical plan or continuing with the current Indemnity Plan or its equivalent.

h. The City shall provide the same medical, dental, optical and health insurance “buyback benefits” to both its present employees and to its retirees. For present employees and retirees who choose not to be covered by the health insurance provided by the City, those members will receive \$2,000 per year individually or \$5,000 per year per family, as compensation for opting out of the program, with the right of re-entry at any time. Payment shall be made in January of each year and pro-rated, if applicable.

i. Effective on the ratification date, all employees will be provided with a letter indicating the existing benefits said contract provides, i.e., health, dental, optical, prescription, life insurance, drug, etc., whenever there is a change to such benefits.

#### **25. RETIREMENT PROGRAM**

a. The City agrees to continue the retirement plan presently in existence and continue to make payments for the contributions of employees who are now or shall become in the future members of the New York State Employees Retirement System. In addition, the City has heretofore adopted by Resolution #69, dated May 2, 1967, the New York State Retirement Plan, Chapter 545 of 1967, Section 384D, known as “Optional Twenty Year Retirement”, which said Twenty Year Plan took effect as of December 1, 1968, between the City and the Patrolmen’s Benevolent Association.

b. If the PBA negotiates any retirement enhancements, including, but not limited to, the retirement plan described in Section 384-e of the New York State Retirement and Social Security Law known as the “1/60<sup>th</sup> Plan,” the “Heart Bill,” or a one-year-final average salary, then the City shall make that enhancement available to members of the unit as well.

c. The City has provided Section 375-I of the New York State Social Security and Retirement Law known as “Career Retirement Plan.”

d. The City shall continue to provide the one (1) year bill.

e. In the event that a retired officer is subpoenaed to appear in court in any action in which the employee was involved as an employee of the City of Long Beach, the employee shall be paid at what would be the employee's current hourly rate had the employee not retired, for any hours actually spent in court. In order to be eligible for payments under this section, the retired officer must notify the office of the Police Commissioner or, in the Commissioner's absence, the Desk Officer, within forty-eight (48) hours of the time the employee is served, if the employee is served within the State, and within seventy-two (72) hours if the employee is served outside the State, and the retired officer must execute appropriate claim vouchers.

f. **Separation Pay.** Employees who become members of the bargaining unit after the ratification date shall receive a payment for unused sick leave, termination pay, vacation leave, personal leave and all other eligible accrued time upon the employee's separation from employment. Such payment shall be made in equal bi-weekly installments over 6 years and shall commence no later than 30 days after the employee's separation from service.

An employee who becomes a member of the bargaining unit after the ratification date, and who was hired on or before June 30, 2017, and who has between 15 and 19 years of service, shall be exempted from any cap on their separation pay until the first day of their 21<sup>st</sup> year of service in the Long Beach Police Department, or in a combination of service in the Long Beach Police Department and an earlier law enforcement position in a different police department. Upon reaching his or her 21<sup>st</sup> year of employment, the employee's separation pay shall be capped at \$325,000. That notwithstanding, such employees shall receive their separation pay in equal, bi-weekly installments over a 6-year period, commencing no later than 30 days after his or her separation from employment.

An employee who becomes a member of the unit after the ratification date, and who was hired after June 30, 2017, shall have their separation pay capped at \$325,000, which shall also be payable in equal, bi-weekly installments over a 6-year period, to commence no later than 30 days after separation from employment.

**26. RELEASE TIME**

a. Members of the Association who hold offices in the Police Conference of New York, Inc. and/or the Nassau Police Conference and/or the Metropolitan Police Conference shall be given release time with pay to attend meetings and perform their function as officers.

b. Employees who are designated members of the Negotiating Committee in connection with any negotiations with the City, whether it be for purposes of discussing grievances and/or its machinery and for any other valid purpose, including, but not limited to, negotiations with respect to this Agreement, shall be granted and receive paid leave while actually involved in such negotiations and/or in connection with the time required for preparation and discussions concomitant thereto. The COA Negotiating Committee shall be subject to the approval of the Police Commissioner. The Commissioner shall have discretion over whether or not such time requested is reasonable. However, any consent required by the Commissioner shall not be unreasonably withheld. The Negotiating Committee members shall be excused from duty to attend any meetings or negotiating sessions. Any member who is scheduled to work a midnight tour of duty (i.e., 10:00 p.m. to 8:00 a.m.) before a scheduled negotiating session will be excused at 4:00 a.m. from duty for that tour. The intent of this section is to provide a minimum six (6) hours rest for such member. A Committee member will also be allowed to change their tour from a mid-tour (i.e., 6:00 p.m. to 4:00 a.m.) to a day tour (i.e., 8:00 a.m. to 6:00 p.m.) so as to attend any meetings or negotiating sessions.

c. **COA President Schedule Adjustment.** In the event that the President of the COA is not working a regularly scheduled tour of duty at the time of any negotiating session, he shall be rescheduled to work the tour that is working during the time of such negotiating session.

d. The President of the COA shall be permitted to designate another member of the COA to attend official COA police functions up to a maximum of fifteen (15) days per year subject, however, to the needs of the Department and the discretion of the Police Commissioner.

e. Members of the COA Executive Board shall be permitted to attend COA monthly meetings subject, however, to the approval and discretion of the Police Commissioner.

f. The City shall provide a City phone in the COA office. The City agrees to permit COA members to utilize current workspace for COA business, when necessary, in lieu of dedicated office space and phone lines.

## **27. RECIPROCAL RIGHTS**

a. The City recognizes the right of unit members to designate representatives of the Association to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement and to visit members during working hours.

b. The Association shall have the right to post notices and communications on the bulletin boards maintained on the premises and facilities of the employer, subject to the approval of the contents of such notices and communications by the Commissioner, the Commissioner's designee, or such other authorized official.

c. Employees who are selected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time, without charge, from their regular duties to fulfill these obligations, for the maintenance and harmonious

and cooperative relations between the employer and the employees and the uninterrupted operation of Government.

d. The President and the Elected Delegate or their alternatives shall have the right to attend statewide conventions and meetings of the Police Conference of New York, Inc., and the New York State Association of PBA's formerly known as the Metropolitan Police Conference in pursuance of their obligations as officers or delegates or the bargaining unit herein, without charge.

e. Any employees who are dealing with assignments out of state and/or out of the jurisdiction of the City of Long Beach for the purpose of rendition, extradition or investigations shall be fully credited for all hours actually expended in such assignments. Said compensation shall be sixteen (16) hours per day in addition to their regular/ordinary rate of pay, whether or not it was a regularly scheduled day of work. The time accrued therefore shall be compensated in a like amount of time off.

f. The President of the Association shall be accorded the privilege of receiving a work assignment between the hours of 9:00 a.m. to 5:00 p.m. or subject to the consent of the Commissioner, any other tour of duty. Furthermore, as heretofore set forth, the President shall be accorded the privilege of having sufficient and adequate time allotted to the President to conduct any and all appropriate and necessary Association business. In the event of the President's sickness and/or absence, such rights shall be designated and accorded to the First Vice President of the Association and to other such officers as may be designated in the line of command.

**28. LEGISLATION**

The City shall at all times notify the Association of any legislation proposed or contemplated by the City or any of its administrative agencies and/or offices, if such legislation may in any way, shape, manner or form affect the working conditions, benefits or retirement rights of the employees. Such notification, however, shall not be construed as a prerequisite to secure prior approval for such legislation from the Association.

**29. REIMBURSEMENT FOR PERSONAL LOSS OR DAMAGE**

a. Effective from the date of execution of this Agreement, an employee shall be compensated for the loss or damage of personal items, while conducting police business normally used or worn during the performance of police duties, whether on or off duty, provided the loss or damage is caused without his/her negligence. Said compensation is to be based upon replacement value of the article lost, subject to a maximum of \$250 per personal item, per occurrence. However, this cap shall not apply to the replacement of an approved and authorized service weapon which is determined by the department armorer as no longer serviceable, or to the reasonable replacement of personal clothing damaged in the line of duty.

b. Private automobiles of employees and their contents shall be covered for all damages and losses to them while parked at or around Police Headquarters, or at or around a relieving point, and the employee shall not be required to affirmatively demonstrate that such damage was directed to the employee's vehicle because the vehicle belonged to a police officer. If a police officer performs police duties, whether on or off duty, the employee shall be similarly covered by this section. There shall be a Two Thousand (\$2,000) Dollar maximum per year for the entire Bargaining unit with a two hundred (\$200) dollar maximum per employee per incident. The employee must submit a claim.



**30. PROMOTIONS**

When the first or second employee on a certified civil service eligibility list is passed over for promotion, that employee or employees shall, at their request, be given a written explanation by the City Manager as to why they were not selected.

**31. COLLEGE CREDITS**

The City shall pay in one (1) lump sum in September of each year, two hundred fifty (\$250) dollars for each credit of college work completed by an employee with a cap of twelve (12) credits per employee per year and a maximum of ten thousand (\$10,000) dollars for the Association during a twelve (12) month period, ending August 31, with the following provisions:

- a. An employee shall not receive such payments if a full-time student or who is otherwise receiving compensation for taking courses;
- b. Payment shall be made only upon completion of the course with a "B" average or better;
- c. Payment shall be made only to reimburse an employee for tuition actually paid;
- d. For approval, the college credits must be duly related subjects. This approval shall not be unreasonably withheld.

**32. MISCELLANEOUS**

- a. All tests for assignments to special squads shall be posted in the Police Department.
- b. Private lockers shall be provided employees where possible.
- c. The Department's range officer shall check the firearm of each officer once a year. The City will check at least annually all guns owned by the City.

d. The polygraph may not be used for administrative purposes on employees and chemical blood, urine and breathalyzer tests shall not be employed unless reasonable factual cause exists that the test would be necessary and shall require the approval of the Police Commissioner. The use of a test shall not be subject to grievance arbitration. It is also agreed that an employee who is off duty may not be ordered on duty for the sole purpose of giving a test. The COA shall be notified of all tests to be given.

e. An employee who performs the duty of a higher-ranking officer or an officer on a different assignment for thirty (30) days or more shall be given compensation to which the higher rank or different designation is entitled. An employee who works in the Juvenile Aid Bureau or the Detective Division for a period of six (6) consecutive months shall either be designated as a detective or returned to the uniform ranks. For the purposes of this section, the Juvenile Aid Bureau shall be considered part of the Detective Bureau.

f. An employee shall be allowed to carry any type of off-duty weapon provided the employee receives consent from the Police Commissioner.

g. The Collective Bargaining Agreement shall supersede all rules and regulations which pertain to reporting requirements.

h. Members assigned to be on call by the Police Commissioner in writing shall be provided with cell phones. Any member who has been assigned a Department cell phone shall be compensated with a one thousand five hundred (\$1,500) dollar stipend each year, paid semi-annually, one-half in the first pay period in February for the months of July 1<sup>st</sup> through December 31<sup>st</sup>, and the other one-half in the first pay period in August for the months of January 1<sup>st</sup> through June 30<sup>th</sup>. Members assigned a Department cell phone may use it for personal use

but may not use it to make international calls without the Police Commissioner's express, written, prior authorization to do so.

Any member who is assigned to be on call by the Police Commissioner in writing shall be entitled to one-half hour of straight time pay for every hour assigned to be on call paid at the member's hourly rate. No member shall be assigned to be on call more than six (6) hours.

If a member on call is required to perform work, then that member shall be considered to be on duty and paid in accordance with this Agreement's recall provisions. The Police Commissioner shall not assign a member to be on call while the member is on vacation or on days off attached to a vacation period (e.g., weekends or holidays preceding or following vacation periods), unless mutually agreed upon by the affected employee and the Police Commissioner.

i. If space can be found, the City shall provide a recreation and lounge area, with carpeting.

j. If possible, on the current computer, separate checks shall be issued for any extra compensation, i.e., overtime, night differential, holiday pay, etc., when each member is paid.

k. **Vacancies in Details.** All vacancies for assignments to special details or all other details, shall be posted on the official COA notice board located in headquarters and shall be posted in the Police Department.

l. **Firearms Training.** Each employee shall be provided with firearms training at a Police Range at least once each calendar year. Such training to be provided on a regularly scheduled tour of duty when possible. Such firearms training to include the member's regularly assigned weapon for on-duty purposes as well as the use of the patrol rifle if so qualified and subject to the rules, regulations, policies and procedures of the department.

m. **Employee Death Notices.** Upon request of an officer of the Association, and with the consent of the member's family, death notices of an employee shall be transmitted upon the Departmental teletype machine.

n. **Dead Animals.** No member of the Association shall be required to pick up and/or remove any dead animal, except that it is understood and agreed that this shall not prohibit the requirement that an employee shall destroy an animal when duly ordered to do so.

o. **Suspension/Benefits.** If a member is suspended from duty for any reason, he or she shall not lose any of the benefits which the City of Long Beach pays for health insurance or dental plans or life insurance or retirement. The City shall continue to pay the full premiums for the member so involved, so as to ensure continued and uninterrupted coverage.

p. **Supplied Bullets.** All members to have 50 new bullets supplied by the Department in January of each year.

q. **Uniforms of the Day.** There shall be four recognized uniforms of the day and such uniforms to be worn on the designated days or times of year as listed: Winter – designated winter jacket; Early Spring/Late Fall – designated spring/fall jacket or uniform blouse or approved sweater; Late Spring/Early Fall – Short sleeve – long sleeve shirts; Summer – Short sleeve shirts. For the purpose of this paragraph, the following dates shall apply to the above-listed seasons: Winter – December, January, and February. Early Spring/Late Fall – March 1<sup>st</sup> to April 15<sup>th</sup> and October 15<sup>th</sup> to November 30<sup>th</sup>. Late Spring/Early Fall – April 16<sup>th</sup> to May 31<sup>st</sup> and September 1<sup>st</sup> to October 14<sup>th</sup>. Summer – June, July, and August. The Department may prescribe the uniform of the day for special events or needs as directed.

r. The City shall adopt a resolution honoring the members of the Police Department on the State and Federally recognized Police Memorial Day. In addition, the flags at City Hall shall fly at half-mast on that day.

s. The City shall defend and indemnify its police officers in accordance with City of Long Beach Resolution number 57/93, dated March 2, 1993, and section eighteen (18) of the N.Y.S. Public Officers Law.

t. **Privacy Clause.** The Department and the City of Long Beach agree not to release to any person, agency, company, corporation or group, public or private, the home telephone number, address, date of birth, or social security number of any member or of said member's dependents without the written consent of the member or by court order or unless otherwise required by law.

u. **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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

v. **Amendments.** No amendment or alteration of this Agreement shall be binding unless in writing and signed by the City Manager with the approval of the City Council and the President of the Association with the approval of the Association.

w. **Dead Bodies.** No employee shall be required to assist in the packaging and removal of a dead body. Provided, nothing herein shall prohibit an employee from voluntarily assisting in removing the dead body after it is packaged.

x. **24 Hour Rule.** Any employee involved in but not limited to the discharge of a firearm, injury of suspect or prisoner, injury to a third party that may involve an employee's action, or damage to property that may involve an employee's actions, shall not be interviewed or interrogated for a period of twenty-four hours following the alleged incident. If the employee is injured as a result of the incident, then the twenty-four-hour period shall not commence until the employee is discharged from the hospital and cleared by a licensed physician to be fit for questioning.

y. **Locked Time Bank.** The City shall create a "locked time bank" for each employee who is a member of the unit as of the ratification date, and shall transfer each member's accrued leave to their respective locked time bank as follows: a maximum of 3,200 sick hours paid at ½ the member's daily rate, all terminal leave hours, all compensatory time, all blood time, all vacation leave, all "vacation due" leave, all personal leave, all lag payroll, and all other accrued time. These locked time bank hours shall be calculated and transferred as of the ratification date. Commencing on the second pay period of the July following the ratification date (July 2022), the time in each member's locked time bank shall be paid out by the City in equal biweekly installments over 6 years, in a check separate from the employee's paycheck (if possible), at the member's daily or hourly rate in effect upon the day after the ratification date. The City shall make these payments regardless of whether the member remains a COA member or not. A member shall be allowed to utilize accrued time in his or her locked time bank only in the event of a catastrophic need, as approved by the City Manager and Police Commissioner.

z. **Usable Time Bank.** The City shall also create a "usable time bank" for each employee who is a member of the unit as of the ratification date and shall add to it all accrued time and leave earned by a member after the ratification date, in addition to sick time in excess

of 3,200 sick hours. Each such member may use the time or leave in their usable bank as paid time off in accordance with the rules of the department and consistent with the provisions of this agreement. However, under no circumstances shall such member be eligible for a separation payout as provided in Section 25.f of this Agreement.

aa. **Body-Worn Cameras.** The parties agree to meet and negotiate over the implementation of body-worn cameras.

**33. ENTIRE AGREEMENT**

a. This Agreement and the provisions contained herein are in addition to any and all benefits, rights, privileges and immunities to which the employees hereto are entitled and have received pursuant to and in accordance with the Rules and Regulations of the Police Department of the City of Long Beach, the Ordinances and Charter of the City and all of the applicable laws and statutes of local, county and state government being applicable thereto and having jurisdiction thereof, and in no event is to be construed as any diminutive of said rights, privileges and immunities thereof.

b. All terms and conditions of this Agreement shall continue in full force and effect and shall be continued until a successor agreement is reached or unless otherwise modified by the parties.

**34. INTERPRETATIONS**

This Agreement shall be construed and governed in accordance with and pursuant to the procedures outlined and prescribed by the Public Employees Fair Employment Act of 1967, commonly known as "The Taylor Law", the Civil Service Law, the laws of the City of Long Beach and the laws of the State of New York. The Association does not by this clause waive its

right to file an improper practice charge over alleged unilateral changes in terms and conditions of employment by the City.

**35. SAVINGS CLAUSE**

If any section or portion of this Agreement is found by a court of competent jurisdiction to be invalid, or rendered invalid by existing or subsequently enacted legislation, then that section or portion shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

**36. WAIVER**

Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, or any breach of any provision of the Agreement shall be deemed a waiver of a breach of the same or any other provisions.

**37. BULLETPROOF VESTS**

All employees shall be supplied with lightweight body armor by the City if they have not already received one from the City, the Association, or the PBA.

**38. MANAGEMENT RIGHTS**

Except as expressly limited by this agreement, the City reserves its traditional rights as an employer, including, but not limited to, the right to determine the standards of service to be offered by its various agencies; to set the standards for selection for employment; to direct its employees; to regulate work standards; to take disciplinary action for other legitimate reasons; to maintain the efficiency of a governmental operation; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine and regulate the



current content of police work; to take all necessary action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work and functions.

**39. GENERAL ASSEMBLY**

The Department shall have the right, once per year, to call a general assembly of all members of the Department who are not scheduled to work or working during the said assembly period. The assembly shall not exceed three (3) hours and shall be called with prior notice to the Association and shall not be scheduled on a designated holiday. Employees who are called to the assembly during their off hours shall be paid for the time of the assembly at straight time pay based on their hourly rate. Members who are on vacation shall not be required to attend the assembly. One of the 4 training days owed by members under section 12(d) of this Agreement may be utilized for the purpose of general assembly if the member involved is not working at the time of the assembly.


**40. TIER TRANSFER**

Effective December 22, 1988, the City will adopt, pursuant to Chapter 679 of the Laws of 1987, a Home Rule message to permit police officers, who through no fault of their own, failed to transfer to the correct retirement plan, the right to do so.

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

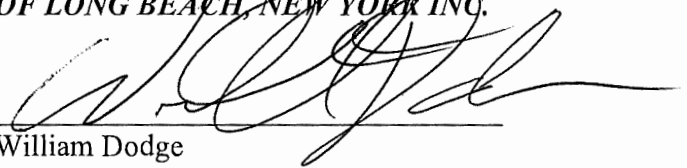
Dated:  
4/8/2022

**CITY OF LONG BEACH**

By:   
\_\_\_\_\_  
Donna Gayden  
City Manager

Dated:  
4/8/2022

**COMMANDING OFFICERS ASSOCIATION  
OF LONG BEACH, NEW YORK INC.**

By:   
\_\_\_\_\_  
William Dodge  
President

**APPENDIX A**  
**Long Beach COA**  
**Base Salary Chart by Rank**

Rank	Start	13/14 3%	14/15 3%	15/16 0%	16/17 0%	17/18 2%	18/19 2%	19/20 1.5%	20/21 1.5%	21/22 1.5%	22/23 1.5%	23/24 0%	24/25 0%
Lieutenant	168813	173877	179094	179094	179094	182676	186329	189124	191961	194840	197763	197763	197763
D/Lieutenant	178552	183909	189426	189426	189426	193214	197079	200035	203035	206081	209172	209172	209172
Captain	185694	191265	197003	197003	197003	200943	204962	208036	211157	214324	217539	217539	217539
D/Captain	196407	202299	208368	208368	208368	212536	216786	220038	223339	226689	230089	230089	230089
D/Insp (Lieut)	173813	178877	184094	184094	184094	187776	191531	194124	196961	199915	202914	202763	202763
D/Insp (D/Lt)	183552	188909	194426	194426	194426	198314	202281	205035	208035	211156	214323	214172	214172
Insp. (Lt)	178813	183877	189094	189094	189094	192876	196733	199124	201961	204990	208065	207763	207763
Insp. (D/Lt)	188552	199426	199426	199426	199426	203414	207483	213035	213035	216231	219474	219172	219172
D/Insp (Cpt)	190694	196265	202003	202003	202003	206043	210164	213036	216157	219399	222690	222539	222539
D/Insp (D/Cpt)	201407	207299	213368	213368	213368	217636	221988	225038	228339	231764	235240	235089	235089
Insp. (Cpt)	195694	201265	207003	207003	207003	211143	215366	218036	221157	224474	227841	227539	227539
Insp. (D/Cpt)	206407	212299	218368	218368	218368	222736	227190	230038	233339	236839	240391	240089	240089

These salary calculations are based upon base salary and do not reflect longevity, night differential or any other benefit.

