

Village of Muttontown Warrants July 2022

Resolution 22-	Amount	PO #	# of Lines
ACCUDATA PAYROLL #183, 184, 185	\$ 375,500.56	GL	
Allied All City Utility & Pipeline Services Inc	\$ 2,000.00	23-00067	1
Amy & Lawrence Wilson	\$ 1,410.00	23-00066	1
Atlantic Blueprint	\$ 54.00	23-00048	7
Campos	\$ 11,700.00	23-00044	4
Cheyenne Rosenzweig	\$ 200.00	23-00014	2
Christopher Gomoka	\$ 600.00	23-00015	2
Daniel Finley	\$ 108.00	23-00021	2
Denise Olexa -Poll Coordinator	\$ 250.00	23-00039	1
Ellen Fielding -Election Inspector	\$ 200.00	23-00036	1
Evette Aguirre	\$ 150.00	23-00016	1
Ferrari Auto	\$ 3,118.63	23-00022	6
Flexible Systems	\$ 1,820.30	23-00056	3
Global Commercial Cleaning	\$ 1,428.00	23-00023	4
GT Power Systems	\$ 700.67	23-00025	1
Hansy J. Benoit	\$ 150.00	23-00017	1
Harris Beach, PLLC	\$ 7,500.00	23-00024	2
Home Depot	\$ 222.73	23-00062	3
HSBC Commercial Credit Card 3565	\$ 674.84	23-00060	8
Jericho Water District	\$ 18.30	23-00032	1
Lohrius	\$ 2,857.65	23-00041	4
M. Zion Security Systems Corp.	\$ 95.00	23-00043	1
Martha Coello -Election Inspector	\$ 600.00	23-00038	1
Mary Anne Coppins	\$ 150.00	23-00018	1
Michael Haberman Associates	\$ 660.00	23-00034	1
Multi Services	\$ 9,837.49	23-00057	4
Newsday	\$ 1,184.00	23-00026	4
NYS Local Retirement System	\$ 3,277.41	23-00059	2
NYS DEFERRED COMPENSATION PLAN #183 & 184 & 185	\$ 9,690.00	23-00068	6
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$ 38,566.58	23-00046	6
Office of the State Comptroller	\$ 2,285.00	23-00033	1
Optimum 4016	\$ 15.00	23-00027	1
Optimum 2019	\$ 110.49	23-00028	1
Perillo Bros	\$ 742.23	22-00615	2
PERMA	\$ 36,485.00	23-00064	4
Phoenix Graphics Inc.	\$ 533.24	23-00040	1
Profile Protective Susters	\$ 159.00	23-00069	1
PSEGLI 01-2	\$ 398.09	23-00029	1
PSEGLI 02-0	\$ 17.69	23-00030	1
Robert McLaughlin	\$ 600.00	23-00019	2
Ronald Koenig	\$ 150.00	23-00020	1
Sagamore Lights	\$ 2,945.00	23-00047	3
Signarama	\$ 2,713.28	23-00055	1
Sloane Meltzer	\$ 2,500.00	23-00065	1
TGI	\$ 919.14	23-00053	5
The Little Reporting Co	\$ 1,060.00	23-00031	2
Tiffany Solorzano -Election Inspector	\$ 200.00	23-00038	1
UNUM	\$ 1,206.60	23-00061	4
VERIZON-VH 0149	\$ 269.00	23-0049	1
Verizon-Voice 0199	\$ 71.85	23-00050	1
Verizon Wireless - Modems 1351	\$ 239.89	23-00052	1
Verizon Wireless- Village TT & EI 6394	\$ 62.48	23-00051	2
Walden Associates	\$ 4,028.00	23-00058	1
Water Logic	\$ 72.00	23-00045	1
Welsbach	\$ 288.40	23-00054	1

Village of Muttontown
Warrants July 2022

Resolution 22-	Amount	PO #	# of Lines
WB Mason	\$ 365.10	23-00063	5
Woodbury Car Wash	\$ 300.00	23-00042	1
WRIGHT EXPRESS FLEET SERVICES	\$ 5,851.90	23-00035	3
TOTAL	\$ 539,792.52		131

Subject to Approval

MEMORANDUM OF AGREEMENT

AGREEMENT dated this ____ day of June, 2022, by and between the **INCORPORATED VILLAGE OF MUTTONTOWN**, a municipal corporation with its principal place of business at One Raz Tafuro Way, Muttontown, New York 11791 (hereinafter referred to as the “Village” or “Employer”) and the **MUTTONTOWN POLICE BENEVOLENT ASSOCIATION INC.**, having a mailing address of P.O. Box 328, Syosset, New York 11791 (hereinafter referred to as the “PBA”, “Association” or “Union”).

WHEREAS, the Village is engaged in furnishing essential public services for the health, safety and welfare of its residents through its operation of the Village Police Department; and

WHEREAS, the PBA is the certified official representative bargaining unit for all sworn employees of the Village Police Department holding the civil service rank of Police Officer and Sergeant; and

WHEREAS, the Village and the PBA are parties to a certain Collective Bargaining Agreement covering the period of January 1, 2019 – December 31, 2023 governing the terms and conditions of employment of the employee members of the PBA (hereinafter referred to as the “CBA”); and

WHEREAS, the Village and the PBA have engaged in good faith negotiations regarding certain management-labor issues which have arisen within the Department prior to the expiration of the CBA including but not limited to the parties’ mutual desire and interest to create a Lieutenant position, add an additional Sergeant position and to address a disparity in the pay scale amongst members of the PBA bargaining unit.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants hereafter set forth, the parties agree as follows:

I. LIEUTENANT POSITION

1. The parties agree that effective June 1, 2022, the Village shall create the civil service rank and position of Lieutenant within the Police Department. The Village shall be responsible for complying with all Nassau County Civil Service Commission rules and regulations required to establish and maintain the Lieutenant position within the Department and for the promotional placement of an individual in said position. The parties agree that the position of Lieutenant shall be filled by promotion of that individual who is currently serving as Sergeant within the Village Police Department and is eligible for promotion.

2. The parties agree and expressly consent that the position of Lieutenant within the Police Department of the Village of Muttontown shall be incorporated into the PBA bargaining unit for all representative purposes. The parties agree that they have taken and/or shall promptly take any and all necessary actions required to effectuate the placement of the civil service rank of Lieutenant within the PBA Bargaining unit and each party agrees that it shall jointly notify the Public Employment Relations Board, and any other entities requiring notification, of the mutually agreed upon recognition of the expansion of the PBA bargaining unit to include employees of the Village Police Department holding the civil service ranks of Police Officer, Sergeant and Lieutenant.

3. The annual base salary corresponding to the Lieutenant position for the remainder of the current calendar year (2022) shall be \$184,984.43 (pro-rated for the remainder of 2022). . . The annual base salary compensation paid to the Lieutenant shall remain at \$184,984.43 during calendar year 2023 through December 31, 2023. In consideration for the creation of the Lieutenant position within the Department, the PBA agrees that for purposes of a successor Collective Bargaining Agreement for the period following the expiration of the existing CBA on

December 31, 2023, the PBA will not seek an increase in the base salary for the Lieutenant position for the period of January 1, 2024 through December 31, 2024. It is anticipated that the eighteen percent (18%) base pay differential for the Lieutenant over the top step of the Sergeant salary step schedule shall be maintained on and after January 1, 2025.

4. In addition to base salary, unless expressly provided for otherwise herein, the individual holding the position of Lieutenant shall receive all other compensation and benefits accruing to a member of the PBA under the CBA in accordance with provisions of the CBA and as a member of the PBA bargaining unit.

5. The Lieutenant shall work an annual work year of 1856 hours and the Lieutenant's Hourly Base Pay Rate divisor for all purposes (except Night Differential) shall be the employee's annual base salary divided by 1,856 hours. Night Differential shall be calculated and paid to a Lieutenant in conformity with Article VII of the CBA.

6. The Lieutenant shall work steady day time twelve (12) hour tours of duty consistent with the two (2) days on, three (3) days off, three (3) on, four (4) days off (and so on) duty schedule currently in effect for the Department for appearance purposes over the course of the work year.

7. The individual serving as Lieutenant shall be obligated to provide one (1) Giveback Day annually which shall be utilized as a range day. The one (1) annual Giveback Day obligation of the Lieutenant working Chart Orange shall be in lieu of the Giveback Day obligations set forth in CBA Article VI, Section 3.

8. All other compensation, benefits and obligations provided for in the CBA not otherwise expressly addressed herein shall be applicable to the position of Lieutenant.

II. SERGEANT POSITIONS and TOURS OF DUTY

9. The Village agrees that it shall create a second Sergeant position within the Police Department. Effective immediately following ratification of this Agreement the two (2) sergeant positions shall be filled by promotion from the rank of police officer in numerical ranking order from the currently effective sergeant promotional exam list maintained for the Village Police Department.

10. Effective immediately upon ratification and promotion, the annual base salary for the position of Sergeant within the Village Police Department shall be \$156,766.46 (pro-rated for the remainder of 2022). The annual base salary compensation paid to each Sergeant shall remain at \$156,766.46 during calendar year 2023 through December 31, 2024. In consideration of the creation of the second (2nd) sergeant position within the Department, the PBA agrees that for purposes of a successor Collective Bargaining Agreement for the period following the expiration of the existing CBA on December 31, 2023, the PBA will not seek an increase in the base salary for Sergeant for the period of January 1, 2024 through December 31, 2024. It is anticipated that the sixteen (16%) percent base pay differential for a Sergeant over the top step of the police officer salary step schedule shall be maintained on and after January 1, 2025.

11. Other than as expressly provided for herein, individuals who hold the rank of Sergeant shall receive all other compensation and benefits as are currently provided to members of the PBA under the terms of the CBA.

12. Sergeants shall have an 1,856 hour work year and the Sergeant's Hourly Base Pay Rate for all purposes (except Night Differential) shall be the Sergeant's annual base salary divided by 1,856 hours. Night Differential shall be calculated and paid to a Sergeant in conformity with Article VII of the CBA

13. One Sergeant (the “Day Tour Sergeant”) shall be assigned to a daytime twelve (12) hour tour of duty with appearances on a Chart Orange schedule of two (2) days on, three (3) days off, three (3) days on, four (4) days off (and repeat). The hours of duty for the Day Tour Sergeant shall be 0700 hours to 1900 hours. One Sergeant (the “Night Tour Sergeant”) shall be assigned to a night time twelve (12) hour tour of day with appearances in conformity with the current CBA patrol tour schedule of two (2) days on, three (3) days off, two (2) days on, three (3) off (and repeat). The hours of duty for the Night Tour Sergeant shall be 1900 hours – 0700 hours.

14. The Day Tour Sergeant working Chart Orange shall be required to work one (1) “Giveback Day” annually which shall be assigned as a range day. The one (1) annual Giveback Day obligation of the Day Tour Sergeant working Chart Orange shall be in lieu of the Giveback Day obligations set forth in CBA Article VI, Section 4. The Night Tour Sergeant working the existing patrol schedule (2 on, 3 off) shall be obligated to provide seven (7) giveback days annually (one of which shall be a range day) in accordance with CBA Article VI, Section 3.

III. POLICE OFFICER SALARY SCHEDULE

15. Effective December 31, 2023, the top step of the Police Officer Chart/Schedule B salary schedule of the CBA (Step #13, 11th year) shall be increased so that it equalizes and equates with the top step of the Police Officer Chart/Schedule A salary schedule (Step #12, 10th year). On said date and thereafter until such time as a successor Collective Bargaining Agreement is entered into and/or an Interest Arbitration Award is issued, the top pay for Chart/Schedule A and Chart/Schedule B shall be \$138,167.05. Officers who receive base salary compensation in accordance with Chart/Schedule B as of the date of this Agreement who will not be at top step as of December 31, 2023 shall continue in his/her annual salary step progression until reaching the top step which shall now be \$138,167.05 instead of \$130,948.44.

All salary steps of Chart/Schedule B set forth in the CBA other than the top step (Step 13, 11th year) shall remain unaffected and as they are set forth in the salary schedules of the CBA governing the period of January 1, 2019-December 31, 2023.

16. Effective December 31, 2023, Article VIII, Section 2 of the CBA (“Longevity”), shall be amended to provide for a singular longevity payment schedule for all members of the PBA bargaining unit. Effective on said date, the Longevity payments for all members of the PBA bargaining unit shall be as follows:

- i. 11-15 years: \$ 5,000.00
- ii. 16-20 years: \$ 7,000.00
- iii. 21-25 years: \$ 9,000.00
- iv. 25+ years: \$ 10,000.00

Until December 31, 2023, the current provisions of Article VIII, Section 2 of the CBA shall remain in full force and effect.

IV. MISCELLANEOUS

17. CIVIL SERVICE LAW sec. 204-a: 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 ITS APPROVAL.

18. The provisions of this Agreement are subject to ratification by the Village and the PBA.

19. The signatories to this Agreement as set forth below agree to recommend this Agreement for ratification to their respective bodies.

20. The parties agree that except as expressly set forth herein, all other existing provisions of the CBA and the terms and conditions of employment, benefits, agreements, policies, practices, etc. shall remain unchanged and in full force of effect. The parties understand and agree that this Agreement represents the full, final and complete resolution of the issues negotiated and supersedes any prior written or oral statements, CBAs, memoranda, correspondence, conversations, discussions and/or negotiations held or which have taken place between the parties and/or their representatives with respect to the specific issues covered by this Agreement.

21. The language of all parts of this Agreement shall be construed as a whole, according to their fair meaning, and not strictly for or against either party, regardless of who drafted them. The terms and language of this Agreement are the result of negotiations between the parties to it and there shall be no presumption that any ambiguities in this Agreement should be resolved against any of the parties. Any controversy concerning the construction of this Agreement shall be decided neutrally without regard to authorship.

22. This Agreement may not be altered, amended or modified in any way except by a writing executed by the parties to be bound by such alteration, amendment or modification, which writing shall expressly reference the fact that the writing is intended to alter, amend or modify this Agreement.

23. This Agreement may be executed: (a) in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument; and (b) via facsimile or PDF, and such signatures shall have the same force and effect as an original signature.

24. Any dispute over an alleged breach of this Agreement shall be referred to binding arbitration in accordance with the procedures set forth in Article XXII (Grievance Procedure) of the CBA.

25. This Agreement is entered into in the State of New York and shall be construed and interpreted in accordance with the laws of the State of New York, without regard to any state's choice of law or conflicts of law provisions.

26. The parties represent and certify by execution of this Agreement that they have had a full and fair opportunity to consult with their chosen attorney(s) and/or union representative(s) before signing this Agreement, and that they have read it carefully and fully understand its contents. The parties also represent and certify that the signing of this Agreement is voluntary and has not been forced or coerced in any way, and that they are aware that it sets forth the entire agreement between the parties and that it has final and binding effect on them. The parties also represent and certify that neither the PBA, nor the Village or any of its agents, employees, representatives or attorneys made any representations concerning the terms and conditions of this Agreement other than those contained therein.

Subject to Approval

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed the foregoing Agreement.

**INCORPORATED VILLAGE
OF MUTTONTOWN**

**MUTTOWNTOWN POLICE
BENEVOLENT ASSOCIATION INC.**

By: Dr. James L. Liguori, Mayor

By: Kristopher Kozlowski, President

Subject to Approval