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Lynbrook, Village Of And Csea Local 882 (Police Civilian Unit)

AGREEMENT BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882, LYNBROOK POLICE CIVILIAN UNIT

-AND-

INCORPORATED VILLAGE OF LYNBROOK
TOWN OF HEMPSTEAD
COUNTY OF NASSAU, NEW YORK

JUNE 1, 2000 - MAY 31, 2004

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PERSONNEL DEPARTMENT

AGREEMENT BETWEEN

CIVIL SERVICE EMPLOYEES ASSOCIATION,
LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882,
LYNBROOK POLICE CIVILIAN UNIT

-AND-

INCORPORATED VILLAGE OF LYNBROOK
TOWN OF HEMPSTEAD
COUNTY OF NASSAU, NEW YORK

JUNE 1, 2000 - MAY 31, 2004

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AGREEMENT, made this ____ day of January, 2001 between the INCORPORATED VILLAGE OF LYNBROOK, a municipal corporation having its principal office at 1 Columbus Drive, Lynbrook, New York 11563 (hereinafter "Village" or "Employer) and the CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000, AFSCME, AFL-CIO, LOCAL 882, LYNBROOK POLICE CIVILIAN UNIT having its office at 3 Garet Place, Commack, New York 11725 (hereinafter "CSEA").

ARTICLE I

RECOGNITION

The Village recognizes the CSEA as the sole and exclusive bargaining agent during the period of this agreement for all full time police communications operators and full time neighborhood aides in the employ of the Village.

ARTICLE II

NEGOTIATING PROCEDURES

Section 1. The bargaining agent for the Village personnel shall remain in effect until such time as the agreement is in force.

Section 2.

(a) There shall be continuous negotiations in accordance with procedures set forth in a "good faith" effort to reach mutual understanding and agreement on matters affecting employees of the Village.

(b) The Village Board of Trustees (hereinafter "Village Board") agrees that this agreement shall remain in force for the period of the agreement.

(c) During negotiations, the Village Board and the CSEA shall exchange points of view, make proposals and counter-proposals. The Village Board shall make available to the CSEA for inspection all pertinent records.

(d) Any agreement reached with the Village Board shall be reduced to writing, shall be signed by the Mayor and the members of the Village Board. The Mayor and the Village Board agree not to negotiate with any other group, other than the CSEA for the duration of the agreement.

(e) All existing policies pertaining to absences, leaves and vacation entitlements shall remain in effect unless spelled out in a later article.

ARTICLE III

SAFETY

Section 1. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards. Such situations shall be reported to the immediate supervisor who shall, in turn, report this condition to the proper authority.

Section 2. No employee may be ordered to drive any vehicle which is in any way defective or not in a safe operating condition.

Section 3. When authorized by the Commanding Officer to use his/her privately owned vehicle on VILLAGE business, an employee will be reimbursed for such use at the rate established by Board Resolution. An employee may also be reimbursed for tolls paid upon submission of a receipt for same.

Section 4. The Village shall reimburse employees up to the amount of Sixty ($60.00) Dollars once each year toward the replacement of glasses which were broken on the job. Proof that the glasses were broken on the job is required.

ARTICLE IV

WORK WEEK

Section 1. The work week shall consist of forty (40) hours per week, with one (1) hour off each shift for meal. Neighborhood aides hired prior to November 1, 1998 shall not be required to work weekends.

Section 2. Missed Meal Period

An employee who misses his/her meal period as directed by the desk officer shall receive an additional one (1) hour of pay at regular time.

Section 3. Overtime

(a) Each employee, shall receive pay at one and one-half (1 1/2) time for all prior authorized time worked in excess of forty (40) hours in a work week or eight (8) hours in a work day.

(b) Vacation time, sick days, holidays, personal leave days, compensatory time and funeral leave, shall be counted as time worked for the purposed of computing overtime.

Section 4. Holiday Overtime

An employee who works on a scheduled holiday or on the employee's day off will be compensated at the rate of time and one-half for all hours worked on such day, or the equivalent time off at the option of the Village. Such compensatory time may not exceed more than forty (40) hours. The employee must be notified by the Village in advance whether such work will be compensated for in money or compensatory time.

Section 5. Call-back

Employees shall be guaranteed three (3) hours of work at time and one-half, when called back to perform emergency work. Emergency call-back work shall be defined as call back when the employee has left the employer's facility. Work performed prior to and contiguous with the normal work day shall be paid at time and one-half, with no minimum hours guaranteed.

Section 6. Neighborhood aides shall have a fifteen (15) minute coffee break in the morning.

Section 7. Employees who work more than twelve (12) hours in any one calendar day are entitled to a Five ($5.00) Dollar meal allowance.

Section 8. Vacation Leave

(a) Vacation time is available to employees on a current basis, except for new employees during their probationary period. Employees with less than one year of service shall receive 3/4 working day for each full month of service.

(b) Vacation time will be accrued during the probationary period for those employees granted permanent status, but may not be taken during the six (6) month probationary period. After completion of one (1) full calendar year of service, an employee shall earn a total of ten (10) working days vacation. Thereafter, one (1) additional day of vacation shall be earned for each year of service to a maximum of twenty (20) working days.

(c) It is the policy of the Village that vacation should be taken.

(d) An Employee shall be entitled to carry over five (5) days of his/her vacation time to the following year, subject to the written approval of the Commanding Officer.

(e) With the approval of the Mayor and Board of Trustees, vacations previously granted shall be paid in time of where the Village prevents an employee from taking his/her vacation time.

(f) An employee who becomes ill while on vacation, may charge such time to sick leave and re-schedule his/her vacation provided proper notice is given to the Commanding Officer and employee shall furnish a confirming doctor's certificate for such illness.

(g) At the time of termination of service, an employee shall be paid for all vacation time earned but not taken, not to exceed a full years entitlement plus five days carryover.

(h) Neighborhood aides may schedule vacation on a first come, first served basis. No vacation request may be made more than eighteen (18) months in advance. Police communications operators will not be denied vacation requests except in the case of emergencies or anticipated emergencies.

ARTICLE V

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. All complaints, disputes, controversies or grievances arising solely between the Village and the CSEA, or any employee covered by this agreement on or after the effective date of this agreement, which involve only questions of interpretation or application of any of the express written provisions of this agreement, shall be adjusted by and between the parties in the following manner:

Section 2. Every employee shall have the right to present his/her grievances in accordance with the procedures described herein containing the three (3) steps set forth below, with or without a representative of the CSEA, free from interference, coercion, restraint, discrimination or reprisal. The CSEA shall have a right to have a representative present at each grievance step and to be notified of each decision.

Step 1. An employee who feels that he/she has been aggrieved may orally present his/her grievance within three (3) days from the date of occurrence to the Commanding Officer. If such grievance is presented in writing by the grievant to the Commanding Officer within three (3) days from the date of

occurrence, the Commanding Officer shall carefully consider the matter and, within three (3) days thereafter, make a determination and advise the employee and the CSEA of the decision in writing.

Step 2. If the grievance is not satisfactorily adjusted in Step 1, an employee may present the matter to the Village Clerk within five (5) days after notification of the decision provided in Step 1 by filing a written notice of the specified grievance with the Village Clerk and may request that a representative of the CSEA present the matter on his/her behalf. The Village Clerk shall carefully consider the matter. Within fifteen (15) working days after it is presented to him/her, the Village Clerk shall make a determination and advise the employee and the CSEA of the decision.

Step 3. Within five (5) days after notification of the decision provided in Step 2, an employee may, with the consent of the CSEA, request arbitration of the grievance by filing a demand for arbitration with the American Arbitration Association. The arbitration shall be conducted under the Voluntary Labor Arbitration Rules, then prevailing, of the American Arbitration Association.

Section 3. The arbitrator shall issue his/her findings of fact and recommendations for resolving the grievance to the parties. He/she may make no binding determination with respect to the grievance. The fees and expenses of the American Arbitration Association and the arbitrator shall be shared equally by the Village and the CSEA.

Section 4. For the purpose of grievance and arbitration procedures:

(a) Failure at any step of the procedure provided herein to communicate a decision on a grievance within the specified time limits shall permit the employee to proceed to the next step.

(b) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of the rights to appeal.

(c) The term "day" means working day.

(d) The CSEA may submit a grievance, provided it does not merely affect an individual, with Step 3 as the initial step. The Village may submit a grievance with Step 3 as the initial step.

Section 5. Conferences and hearings shall be held during non-working times, unless otherwise scheduled by the Village.

Section 6. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 7. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in § 75 of the Civil Service Law.

ARTICLE VI

DISCIPLINARY PROCEDURES

Section 1. The Village has the exclusive right to discipline employees for cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or discharge.

Section 2. Employees who have completed six (6) months of service with the Village and who are either honorably discharged members of the armed forces of the United States having served therein as such member in time of war as defined in § 85 of the Civil Service Law, or who are exempt volunteer firefighters as defined in the General Municipal Law, may contest such discipline through the grievance and arbitration procedures of Article V of this agreement. All other employees who have completed one (1) year of service with the Village, may contest such discipline through the grievance and arbitration procedures of Article V of this agreement.

Section 3. An employee not referred to in Section 2 hereof shall have no recourse to the grievance and arbitration procedures of Article V of this agreement.

Section 4. Before the Village may suspend or terminate an employee referred to in Section 2 hereof, written notice of such action must be presented to the employee.

Section 5. An employee referred to in Section 2 hereof, who has been suspended or terminated, may process a grievance through the grievance and arbitration procedures of Article V of this agreement commencing at Step 3. Such a request for arbitration shall be made no later than five (5) days after presentation to the employee of the written notice as required in Section 4 above.

Section 6. In disciplinary matters, the award of the arbitrator shall be final and binding upon the Village, the CSEA and the employee.

ARTICLE VII

NO DISCRIMINATION

There shall be no discrimination against any employee by the Village, in regard to hiring, tenure of employment, promotions, transfer or other conditions of employment because of race, creed, color, sex, age, or religious affiliation.

ARTICLE VIII

PROTECTION OF EMPLOYEES

Section 1. Seniority

(a) Seniority shall be based on the date of commencement of employment, if qualified to do the job.

(b) The last person hired shall be the first person to be laid off, and the last person to be laid off shall be the first person to be rehired.

(c) Before hiring any new employees, the available work must first be offered to the employees laid off by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him/her to return to work their positions at a date and time not less than five (5) days from the mailing of such notice.

(d) Officers of the bargaining unit shall be given the highest seniority by rank while in office.

Section 2. Legal Counsel

The Village shall defend employees who act within the scope of their authority and in the proper performance of their duties from legal actions which shall include, but shall not be limited to civil suits, malicious persecutions, libel, slander, defamation, violation of rights of privacy, wrongful entry or eviction, or other invasion of right of private occupancy, or invasion of civil rights, provided the employee did not provoke the incident and further provided that notice of the incident is given to the Village within twenty-four (24) hours of the incident.

Section 3. Compensation for Time Lost

If an assault on an employee results in loss of time, the employee shall be paid in full and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this agreement. Any workers' compensation benefits above and beyond that which the Village has paid to the employee during this period shall remain the property of the employee.

ARTICLE IX

ON THE JOB INJURIES

Except as set forth in Article VIII, Section 3, an employee who is absent from work due to an "on the job" injury shall receive the difference between workers' compensation benefit payments and salary. After an employee has been out of work on an "on the job" injury for more than 20 consecutive working days per occurrence, the employee shall receive the difference between workers' compensation benefits and seventy-five percent (75%) of full salary, retroactively to the first day of the occurrence. No days shall be deducted from an employee's accumulated sick leave when the employee receives the aforementioned differential pay. Such payments shall be limited to one year and after 26 weeks shall be reduced by the amount of Social Security disability benefit payments for which an employee is eligible. An employee, in order to receive such benefits, must comply with the procedure annexed to this agreement as Exhibit "A."

ARTICLE X

LIGHT DUTY

Employees on compensation or whose sick time has run out may be assigned to light duty at the sole discretion of the Commanding Officer, subject to the approval of the compensation doctor or a doctor designated by the Village.

An employee who does not report for light duty when assigned to do as stated above shall forfeit any wage and benefit entitlements from the Village.

ARTICLE XI

HEALTH BENEFITS

Section 1. Health Insurance

(a) The Village shall pay the entire premium of the health plan adopted by the Village for each active full-time employee, their spouse, and dependent children. The Village shall pay 60% of the hospitalization insurance premium for retirees and continue to cover the retiree's spouse and any dependent children until the retiree dies.

(b) The Village agrees to remain a Participating Employer in the Employees' Health Insurance Plan.

Section 2. Life Insurance

The Village shall provide each active full-time employee with life insurance of $15,000 ($30,000 in case of accidental death), payable to the employee's named beneficiary. Upon termination of employment, an employee has the right to make application to continue his/her insurance policy on an individual basis at the then attained age, without evidence of insurability.

Section 3. Dental Plan

The Village shall offer each active full-time employee, their spouse and dependent children, the CSEA dental plan. In lieu of the dental plan, each employee may, at his/her option, receive $125. subject to taxation, payable at the end of the Village's fiscal year. An employee may change his/her option once each year to become effective on June 1. The treasurer's department must be notified in writing prior to June 1 in order for a change to become

effective. Such amount will be pro-rated for new and retired employees.

Section 4. Optical Plan

The Village shall provide each active full-time employee, their spouse and dependent children with the CSEA optical plan.

Section 5. Disability Insurance

The Village shall provide New York State Disability Insurance. However, the Village shall receive such payments so long as the employee is entitled to receive sick days. The Village shall re-establish sick days prorated for the amount of money the Village receives from disability insurance.

Section 6. The present health insurance plan shall be modified according to the New York State Department of Civil Service Health Insurance Program.

Section 7. If the Village changes insurance carriers during the term of the agreement, the level of insurance benefits shall not be reduced.

Section 8. New Hires

New employees shall not be eligible for health benefits until the first day of the month following the date of employment.

Section 9. Health Insurance Buy-Back Program

(a) All employees enrolled under the Health Insurance Plan may apply for the health insurance benefit "buy-back" program provided they have adequate Health Insurance coverage through another insurance program and furnish proof of such coverage to a Committee of the Village and the CSEA for approval. Such Committee

shall consist of two (2) representatives from each side, excluding the applicant.

Each application shall accompany sufficient proof (deemed adequate by the Committee) that the employee has coverage from another source or employer. The Committee shall develop criteria so that the employee will know what the requirements are. The decision of the Committee, to approve or disapprove the application, shall be final and binding. Each employee who has received committee approval to withdraw shall receive the following during the period of dis-enrollment:

$2,500.00 annually for Family Plan on a pro-rated basis.

$1,000.00 annually for the Individual Plan on a pro-rated basis.

Payment of the monies shall be made twice annually with the payrolls which include May 31st and November 30th for the period of time that the employee has participated in this program. Employees are entitled to reinstatement in the coverage of his/her choice in the Health Insurance Plan in accordance with the rules of the State Health Insurance Department and the rules established by the Committee.

(b) Effective January 1, 2001, and for the term of this Agreement only, if any unit employee is receiving the buy-back monies, such sums shall be increased to $3,000.00 for Family Plan and $1,500.00 for Individual Plan. If at the end of the term of this Agreement, on May 31, 2004, no unit employee is receiving the

buy-back monies, such entitlements shall revert back to $2,500.00 and $1,500.00.

ARTICLE XII

STATUS OF VETERANS

Section 1. All personnel who have served in the Armed Forces of the United States shall be entitled to Veterans' credits as provided under the law.

Section 2. All personnel who have served in the Armed Forces of the United States shall retain seniority during military services.

ARTICLE XIII

RETIREMENT BENEFITS

The Village shall adopt Section 75-i of the New York State Retirement and Social Security Law for all eligible employees. All other employees shall be covered according to the applicable provisions of the New York State Retirement and Social Security Law.

ARTICLE XIV

LEAVE ALLOWANCE

Section 1. Sick Leave

(a) An employee hired prior to January 1, 2001 earns sick leave at the rate of one and one-quarter (1/4) days per month up to a maximum of fifteen (15) days per year. An employee hired on or after January 1, 2001 earns sick leave at the rate of one (1) day per month up to a maximum of twelve (12) days per year. A new employee can use earned sick time during the probationary period at

the discretion of the Commanding Officer. Sick leave is accruable to a maximum of two hundred fifty (250) days. An employee may use vacation, personal, or compensatory time when all sick leave has been utilized for a prolonged illness before being placed on a "leave without pay" status. Sick leave cannot be used as additional vacation or as personal leave. After five (5) years of employment, an employee who leaves Village employment, except for disciplinary reasons, shall be entitled to a payoff of his/her sick time at a rate of one (1) day for two (2) days sick time accumulated to a maximum payout of one hundred (100) days.

(b) Employees who fall ill while on vacation may use their sick time for the remainder of the illness, and their time adjusted, provided proper notice is given and a doctor's certificate is presented.

(c) A doctor's certificate may be required for any sickness of duration of more than one (1) day. The cost of said doctor's certificate shall be borne by the Village where the employee would not otherwise have requested said certificate, except to meet the requirements of this section. The Village reserves the right to specify the doctor who fills out such certificate.

(d) When an employee is absent, a Police Surgeon's certificate may be required at the direction of the Commanding Officer.

(e) Any employee who reports sick and upon investigation found not to be home, must explain in writing his/her reason for not remaining home. Employees must report to the desk officer,

either by phone or in person, two (2) hours prior to starting time to report sickness.

(f) When an employee because of sickness or disability is required to remain away from his/her employment beyond the employee's accumulated sick leave time, the Village Board may grant additional sick leave with or without pay. Such additional sick leave time can be granted by the Village Board only upon certification by the employee's physician that the employee is required, by reason of illness or disability, to remain away from his/her employment for such additional period.

Section 2. Personal Days

(a) An employee will be entitled to five (5) personal days per calendar year. Personal days may be used for religious observances. Advance notice must be given to the Commanding Officer. Any unused personal days will be converted to sick days.

(b) Personal days not taken by the end of the calendar year because they were denied, shall be paid in the first paycheck the following January.

Section 3. Court Appearance

Absence by reason of appearance as a plaintiff, defendant or witness in any action involving the Village will be approved for the number of days necessary. Employees shall not lose any salary as a result thereof.

Section 4. Death in Family

(a) An employee who, due to death in his/her immediate family, loses work scheduled for any day up to a maximum of three

(3) days (from the day of death through the day of burial, both inclusive), shall be given leave for each lost scheduled work day within such period with pay at the rate of eight (8) hours straight time at his/her base rate for each day of such leave, if the employee actually takes part in the funeral.

(b) Immediate family shall consist of husband, wife, son, daughter, son-in-law, daughter-in-law, grandchild, grandparent, mother, father, sister, brother, mother-in-law and father-in-law.

(c) One day leave shall be granted for an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, and cousin, only if the employee attends the funeral.

Section 5. Jury Duty

Notice of jury duty must be submitted to the Commanding Officer and such time shall not be deducted from the regular salary of the employee. Said duty shall not be charged to any accumulated credits of the employee. The jury duty fee is to be paid over to the Village, less mileage. This section shall be limited to whatever the legal requirements may be.

Section 6. Selective Service Examinations

Attendance at selective service examinations shall be an excused absence with no loss of pay.

Section 7. Holidays

(a) The holiday schedule shall be established by the Village.

(b) Employees will receive the following paid legal holidays:

New Year's Day
Martin Luther King's Birthday
Lincoln's Birthday
President's Day
Labor Day
Columbus Day
Election Day
Veteran's Day

Memorial Day
Independence Day

Thanksgiving Day
Christmas Day

(c) If an employee is required by the Commanding Officer to work on a holiday, said employee shall receive the regular days pay and one and one-half (1 1/2) times regular pay for all hours worked on the holiday, or compensatory time off at time and one-half (1 1/2).

(d) In lieu of receiving the aforementioned and in addition to regular pay, all police communications operators shall receive annual holiday pay in an amount equal to ninety-six (96) hours pay, at straight time rates. Payment for forty-eight (48) hours shall in the last paycheck in May, and the remaining forty-eight (48) hours shall be paid in the last paycheck in November. Such benefit is subject to pro-ration.

(e) Each employee will receive three (3) hours off, as scheduled by the Commanding Officer, on either Christmas Eve, New Year's Eve or Good Friday.

Section 8. Time Off to Adjust Grievances

Employees who are designated or elected for the purpose of advising on grievances or assisting in the administration of this agreement, shall be permitted a reasonable time off free from the regular duties, to fulfill these obligations, which have as their purpose harmonious and cooperative relations between the employee and employer, and the uninterrupted operation of the Village.

Section 9. Other Leaves

The Village may grant an employee up to a maximum of one (1) year for a leave of absence, without pay or other benefits, at the approval of the Mayor and Village Board. The Commanding Officer may grant such leave to a maximum of four (4) weeks. The employee shall be reinstated at the employee's prior salary, in addition to any increase granted during the term of absence.

Section 10. Terminal Leave

Upon retirement, subject to retirement system eligibility, an employee shall be entitled to receive one and one-half (1-1/2) work days for each full year of service, up to 25 years, and two (2) work days for each full year of service after 25 years.

Section 11. Voluntary Sick Leave Policy

(a) In extreme situations with approval from the Village Board, a bargaining unit employee may donate compensatory or vacation time to another bargaining unit employee. If the donor has compensatory time, that must be used first.

(b) The maximum donation an employee may give to another employee is one work week's worth of the donor's time.

(c) No employee may request of another that they donate time. The donor must make a voluntary request to the Village Board.

(d) The Village Board may authorize such a donation of time if the following apply:

1. The case must be made that the recipient has no sick, personal or vacation time available due to extreme circumstances. An employee who has continually used their sick

time over the life of their employment would not qualify as an extreme case.

2. The donor's hourly rate must be higher than the recipient or if not, the time will be prorated. No proration will apply where the donor's hourly rate exceeds the recipient's.

(e) The time donated will be noted as "donated time" to the recipient for attendance purposes.

ARTICLE XV

SALARY

Section 1. Salaries for employees in the bargaining shall be as follows:

(a) Effective June 1, 2000 through May 31, 2001:

	starting	1 yr.	2 yr.	3 yr.	7 yr.	11 yr.
neighborhood aides	$20,000	21,500	23,500	25,000	26,000	28,100
police communications operators	$24,000	26,000	28,080	30,680	33,280	35,360

(b) Effective June 1, 2001 through May 31, 2002:

neighborhood aides	$20,780.00	22,338.50	24,416.50	25,975.00	27,014.00	29,195.90
police communications operators	$24,936.00	27,014.00	29,175.12	31,876.52	34,577.92	36,739.04

(c) Effective June 1, 2002 through May 31, 2003:

neighborhood aides	$21,631.98	23,254.38	25,417.58	27,039.98	28,121.57	30,392.93
police communications operators	$25,958.38	$28,121.57	30,371.30	33,183.46	35,995.61	38,245.34

(d) Effective June 1, 2003 through May 31, 2004:

neighborhood aides	$22,497.26	24,184.55	26,434.28	28,121.57	29,246.44	31,608.65
police communications operators	$26,996.71	29,246.44	31,586.15	34,510.80	37,435.44	39,775.15

Section 2. Anniversary dates shall be governed by the date of hire as a full-time employee with the Village.

Section 3. The Village shall have the right to advance an employee on the step table at the discretion of the Commanding Officer with the approval of the Mayor and Village Board.

Section 4. Longevity

There shall be longevity payments to all employees, accruing and payable in the next pay period and in each pay period thereafter following the employee's anniversary date, as follows:

(a) $350.00 per annum at completion of six (6) years of service;

(b) additional $300. at completion of ten (10) years of service;

(c) additional $300. at completion of fifteen (15) years of service for a total of $950.

Section 5. Night Differential

Police communications operators shall receive night differential pay of two ($2.00) dollars per hour for all hours worked between 4:00 P.M. and midnight and any additional contiguous hours beyond midnight. Such monies shall be payable in the first paychecks in June and December.

ARTICLE XVI

CLOTHING AND SHOE ALLOWANCE

Employees in the position of neighborhood aides shall be paid an annual clothing and shoe allowance of $200.00. Effective June 1, 2001 employees in the position of neighborhood aides shall be paid an annual clothing and shoe allowance of $300.00. Employees in the position of police communications operators shall be paid an annual clothing and shoe allowance of $300.00. Such payments shall cover the period June 1 to May 31 and shall be payable in the first paycheck in June. Such payments shall be prorated for part of a year. A new employee is not eligible for such allowance until after completion of his/her probationary period.

ARTICLE XVII

UNION ACTIVITIES

Section 1. Permission shall be granted for the use of Village facilities for meetings which are scheduled in advance.

Section 2. A bulletin board shall be reserved at an accessible place in police headquarters for the exclusive use of the bargaining unit for the purpose of posting material dealing with proper and legitimate bargaining unit business.

Section 3. Bargaining unit representatives may call a meeting of the bargaining unit members which will not interfere with work schedules. Assignments will be made for the time and place of the meeting through the Commanding Officer.

ARTICLE XVIII

DUES DEDUCTION

Section 1. The Village agrees to deduct from the salaries of its employees, membership dues and/or life, sick and accident deductions for the CSEA from said employees who voluntarily and individually authorize the Village to deduct and to transmit the monies to the CSEA. Employee authorizations shall be in writing, and in a manner consistent with Section 93B of the General Municipal Law, and Chapter 392 of the Laws of 1967.

Section 2. Deductions shall be made uniformly and consistently on each pay day of the month. Funds thus collected shall be transmitted to the Treasurer of the CSEA, Inc.

Section 3. Deductions authorized by an employee shall continue as so authorized unless, and until, such employee notifies the Village as to his/her desire to discontinue, or to change such authorization in writing.

Section 4. Notification of discontinuance of deductions shall be made in writing and signed by the employee and submitted to the Village in duplicate. One copy shall be forwarded by the Village to the Unit Treasurer.

Section 5. The CSEA assumes full responsibility for the disposition of the funds so deducted, once they are turned over to the CSEA.

ARTICLE XIX

MANAGEMENT RIGHTS

Except as validly limited by this agreement the Village reserves the right to determine the standards of services to be offered by its various departments; to set the standards of selection for employment to direct its employees; to regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which governmental operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over the organization and the technology of performing its work. The Village shall not exercise its rights in an arbitrary or capricious manner.

ARTICLE XX

LABOR-MANAGEMENT COMMITTEE

A Labor-Management Committee, not to exceed two (2) representatives of the bargaining unit and two (2) representatives of the Village shall be formed on a trial basis for the term of this agreement. Meetings will be held as necessary. An agenda shall be presented by both sides one week before the meeting. Mutually agreed upon items will be reduced to writing and a copy supplied to both sides. Meetings shall be at times other than

working hours. Representatives shall not be paid for attendance at such meetings.

ARTICLE XXI

DEPARTMENT ORDERS, RULES AND REGULATIONS

All orders or rules and regulations of the Lynbrook Police Department shall apply to police civilians, so long as they do not conflict with a contractual term and condition of employment.

ARTICLE XXII

LEGALITY

Notwithstanding anything to the contrary contained herein, if one or more of the provisions of this agreement are found to be illegal, all other provisions are to remain in full force and effect. The provision or provisions found to be illegal must be replaced by provisions of the last prior agreement, if any such provision was in existence.

ARTICLE XXIII

WAIVER/ZIPPER

The Village and CSEA, for the life of this agreement, each voluntarily and unqualifiably agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this agreement, or the impact of exercising any right authorized by law or this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this

agreement. This agreement shall not be construed to apply to negotiations for future collectively-negotiated agreements between the parties.

ARTICLE XXIV

NO STRIKE

The CSEA and the Village recognize that strikes and other forms of work stoppages by civil service employees are contrary to law and public policy. The CSEA and Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The CSEA, therefore, agrees that there will be no strikes, work stoppages, or other concerted refusal to perform work by employees covered by this agreement or any instigation thereof. The Mayor and the Village Board agree to bargain in good faith with the CSEA and use no tactics which may be deemed as an improper practice.

ARTICLE XXV

DECLARED EMERGENCIES

The CSEA recognizes the right of the Village to protect the health and welfare of its citizens. Therefore, in the event of a declared emergency by the Mayor or his/her designee, all employees covered by this agreement shall make themselves available to work.

ARTICLE XXVI

LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRE LEGISLATIVE ACTION TO PERMIT ITS

IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVII

DURATION

This agreement shall be effective as of June 1, 2000 and shall remain in full force and effect until May 31, 2004.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals as of the date first above written.

FOR THE VILLAGE: Eugene Scarpato

FOR THE VILLAGE:

FOR CSEA: Stanley H. Fine

FOR CSEA: Carolanne Rook

EXHIBIT "A"

PROCEDURE FOR THE VILLAGE REGARDING
THE PAYMENT OF BENEFITS TO EMPLOYEES
WHO FILED WORKERS' COMPENSATION CLAIMS

Where an employee files a workers' compensation claim, the Village will continue to pay the employee's salary if applicable as set forth in Article IX of this agreement. However, in order to receive such salary payments, the employee must have notified the Village of his/her claim to compensation benefit entitlement within twenty-four (24) hours, unless unable to do so because of the nature of the injury. In order for benefits to continue, the employee is also responsible for having his/her physician sign a form to be supplied by the Village and returned to the Village within one (1) week. The Village must also receive the doctor's medical report (Form C-48) prescribing absence due to a work-related injury.

Where the claim is controverted, all days missed will be deducted from the employee's accumulated sick days. If the amount of accumulated sick days is not sufficient, (i.e., the Village has paid over and above the accumulated sick days) future sick days that the employee accumulates will be applied to those sick days the Village has paid the employee prior to the Village receiving notice that the workers' compensation claim is controverted.

Where an employee receives a settlement, the employee shall repay to the Village those monies which the Village has paid the employee.