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Employer Name: **Lake Success, Incorporated Village of**

Union: **Lake Success Police Benevolent Association**

Local:

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POL/7647

2/14/19

AGREEMENT between the LAKE SUCCESS POLICE BENEVOLENT ASSOCIATION, an incorporated association, and the INCORPORATED VILLAGE OF LAKE SUCCESS, a municipal corporation organized and existing pursuant to New York State laws.

IT IS HEREBY AGREED by and between the parties as follows:

ARTICLE I

DURATION AND RECOGNITION

Section 1

The term of this Agreement shall be from June 1, 2018 through May 31, 2024.

Section 2

The PBA is recognized as the exclusive bargaining agent and the sole representative of all Members.

Section 3

Definitions:

"Base Pay" means a Member's annual contractual salary as set forth in Schedule "A (Salary Schedules)."

"Base Compensation" means the Member's Base Pay plus the Member's longevity pay.

"Chief" means the Police Department's Police Chief.

"Compensatory Time" means overtime earned, taken or utilized in time rather than pay to the Member. See Schedule "C (Overtime/Compensatory Time)."

"Fiscal Year" means June 1-May 31.

"GML 207-c" means New York State General Municipal Law Section 207-c. See Schedule "D (GML 207-c Procedure)."

"Grievance" means any controversy arising pursuant to this Agreement or of a rule or policy that violates or is inconsistent with the terms and conditions of employment set forth in this Agreement.

"Hourly Rate," except as otherwise defined herein, means base salary (see Schedule "A (Salary Schedules)") + longevity (see Schedule "B (Longevity)"), divided by 1856.

6/1/18 - 5/31/24

“Longevity Pay” means the Member’s additional compensation based upon completed years of service as set forth in Schedule “B.”

“Member” means all sworn Police Department employees except the Chief and Lieutenant, including a probationary Police Officer and a sworn Police Officer who has completed Police Academy training.

“Outside Work” means is any work performed other than as a member of the Police Department.

“Police Department” means the Village of Lake Success Police Department.

“Recall Time” means any hours served either on standby or on duty that are other than: (1) the regularly scheduled tour of duty; or (2) those hours preceding or following, in a consecutive manner, a regularly scheduled tour of duty.

“Terminal Leave” means the benefit set forth in Article IV, Section 2 for Members hired before June 1, 2012.

“Terminal Leave Pay” means the payment owing to Members hired before June 1, 2012 pursuant to Article IV, Section 2 and Schedule “G (Sick and Termination Leave).”

“This Agreement” means the 2018-2024 collective negotiations agreement between the Village and the Lake Success Police Benevolent Association.

“Village” means the Village of Lake Success.

ARTICLE II

COMPENSATION

Section 1 –Salary Schedule

See Schedule “A (Salary Schedules).”

Section 2 –Longevity

See Schedule “B (Longevity).”

Section 3 – Night Differential

Each Member shall earn an additional 10% of Base Compensation as night differential, in addition to Base Pay, for those hours actually worked between 1500 hours and 0700 hours. The calculation shall be based upon an 1856 hour work year. See Article II, Section 8 for night differential during line-of-duty injury. Night differential pay does not apply to a Member attending the Police Academy.

Section 4 – Equipment and Uniform Allowances

Each Member shall receive an annual cash maintenance and cleaning allowance of \$1,025 per Fiscal Year.

Each Member shall receive a uniform allowance not to exceed \$575 per Fiscal Year.

Section 5 – Use of Member Vehicles

A Member shall not be required to use their own personal vehicle during their normal tour of duty. However, if, at the Chief's request, a Member uses their own personal vehicle during their normal tour of duty, the Member shall be entitled to a mileage allowance at the rate published by the Internal Revenue Service at the time of the use.

Section 6 – Court Appearances

A Member shall be entitled to a minimum of four hours pay, at time and one-half the Member's Hourly Rate, for court appearances made other than on their normal tour of duty. Appearances that are contiguous to a tour of duty shall be compensated as overtime. In connection with the Lake Success Village Court, a Member shall not be compelled to make court appearances on their regularly scheduled day off, except as required by law.

Section 7 – Overtime/Compensatory Time

See Schedule "C (Overtime/Compensatory Time)."

Compensatory Time shall be paid, taken and/or banked at the Member's Hourly Rate at the time it was earned. There shall be no limit to the amount of Compensatory Time banked. Members may elect to take or be paid for their accumulated Compensatory Time up until May 31 of each Fiscal Year.

Accumulated Compensatory Time as of the Member's anniversary date and as of May 31 shall be frozen, at the Hourly Rate at which it was earned, in the Member's Compensatory Time bank, which shall be revalued, each time the Member's Hourly Rate changes, by dividing the Member's then Hourly Rate into the product of the former Hourly Rate multiplied by the banked hours. See Schedule "C." Once frozen, up to 40 hours per Fiscal Year of the Member's frozen Compensatory Time may be taken with the Chief's specific advance approval.

Any time that a Member spends at a physical examination, except the annual physical examination or an overweight physical examination, is to be compensated by adding Compensatory Time to the Member's Compensatory Time Bank, at one and one-half times the actual time spent at the physical examination, unless it is during the Member's regularly scheduled tour of duty.

Section 8 – Line of Duty Injury

Determinations by the Village pursuant to GML 207-c are subject to final and binding arbitration pursuant to an arbitrary and capricious standard.

Any Member who is determined to be eligible for benefits pursuant to GML 207-c shall receive, in addition to their regular GML 207-c benefits (Base Pay and longevity pay), night differential and holiday pay for the first 90 calendar days of the absence. The accrual of sick leave and vacation days shall cease after the first six months of the absence. Members who return to full duty after being on leave pursuant to GML 207-c shall be entitled to utilize the sick leave and vacation accrued during the period of their injury. Likewise, vacation days accrued prior to a Member commencing a GML 207-c leave will be carried over to a period when the Member returns to full duty, at which time it may be taken in accordance with established rules and procedures then in effect, and will be able to be taken, at the Chief's discretion, as a normal vacation pick. In the case of Members who do not return to full duty, paid sick leave and vacation accrued during a GML 207-c leave must be banked until retirement, at which time it will be paid at the Hourly Rate in effect at the time the hours were accrued, consistent with this Agreement.

Members on GML 207-c leave shall continue to receive holiday pay as part of their compensation.

During periods of absence on GML 207-c beyond 90 calendar days, Members shall not be eligible for the uniform cleaning allowance. The annual benefit shall be reduced on a prorata basis for weeks during which a Member is on GML 207-c leave during the Fiscal Year.

See Schedule "D (GML 207-c Procedure)" for the GML 207-c Procedure.

Section 9 – Officer-In-Charge Pay

When there is no supervisor (Lieutenant or Sergeant) working a tour of duty, a Police Officer will be assigned as Officer-In-Charge by the Chief. This Officer will receive additional compensation of \$100 per tour if they work a tour of at least four and less than six hours as Officer in Charge and \$125 per tour if they work a tour of six or more hours as Officer-in-Charge.

Section 10 – Recall Time

Each Member shall earn two hours of Recall Time upon notification that they have been placed on call. If a Member is actually recalled and placed on duty for any amount of time less than four hours, they shall earn a minimum of four hours of Recall Time.

Recall Time shall be paid at the Member's Hourly Rate unless it represents overtime as defined in Article II, Section 7, in which case the Recall Time will be paid at the Member's Overtime Rate. In that event, compensation for Recall

Time shall be covered by the standards applied to overtime.

A Member shall not be obligated to perform standby duty.

A Member called in for emergency duty before the beginning of their normal tour of duty shall continue to work their normal tour of duty.

Section 11 – Pay Periods

The Village shall have the option of determining whether the pay period shall be weekly or bi-weekly.

Section 12 – Retroactive Payments

The Village shall make payment of all monies due to the Members since June 1, 2018, either for salaries or benefits, in a lump sum, in a reasonable time, subsequent to the execution of this Agreement, but not more than 30 days from the date of its execution.

ARTICLE III

LEAVE TIME

Section 1 – Sick Time

A Member shall earn 168 hours per Fiscal Year as sick leave. Unused sick time may be accumulated without limitation and carried forward into the next Fiscal Year. Upon retirement, payment is to be made in concurrence with the payment plan described in Article IV, Section 2. See Schedule "E (Sick Leave)." The Hourly Rate for the purpose of payment of sick time accrued prior to June 1, 1998 shall be forever frozen for calculation on the basis of a 2016 hour work year, but those hours accrued on or after June 1, 1998 shall be calculated on the basis of an 1856 hour work year, if the hours are otherwise eligible for payment pursuant to Article III Section 1. See Schedule "E ("Sick Leave)."

For all Members hired on or after June 1, 2012: (1) the Hourly Rate for the purpose of payment of sick time accrued during the Member's first 10 years of employment with the Village shall be equal to the Member's highest regular Hourly Rate during that time and frozen at that rate until the Member retires; and (2) the Hourly Rate for the purpose of payment of sick time accrued after the completion of the Member's 10th year of employment with the Village shall be equal to the Member's Hourly Rate on the date of retirement.

After a Member has utilized all of their allotted sick time for the current Fiscal Year, the Member may continue to be paid at the Hourly Rate using the hours they have accumulated on a "last-in, first-out" basis.

If a Member uses all of their accumulated sick time earned after their 10th year of

employment, they may use hours accumulated during their first 10 years ("the Frozen Bank") and be paid for those days at their Hourly Rate, conditioned upon the Member's obligation to restore the hours "borrowed" from the Frozen Bank. Unused sick hours (not equivalent dollars) earned following the Member's return to work will first be used to restore the Member's "Frozen Bank" to the number of hours in the Frozen Bank at the end of the Member's 10th year of employment until all borrowed hours have been restored.

Upon retirement, the Member will be paid for their unused accumulated sick time on a "first-in, first-out" basis.

If a Member terminates employment prior to having restored all of the hours borrowed from the Frozen Bank, the Member's Terminal Leave Pay for the hours (not dollars) that have not been restored will be paid to the Officer at their Frozen Rate.

Members Assigned to the 12 Hour Work Schedule:

(a) Sick leave accumulated prior to January 1, 1999 shall be converted into hours on the basis of eight hours per accumulated day.

(b) Sick leave shall be changed to 168 hours per calendar year and shall be taken as 12 hour workdays.

Section 2 - Vacations

See Schedule "F (Vacations)."

A Member has the right to take up to five eight hour days of their accrued vacation time either individually or consecutively at the discretion of the Chief.

A Member on vacation who may utilize sick leave before the termination of their vacation period in cases of: sickness resulting from injuries determined by the Village Police Surgeon as being in the line of duty, or when they become hospitalized for any reason whatsoever, or are stricken with a serious illness, or are confined to home following hospitalization for a reasonable and necessary period of convalescence, all as determined by the Village Surgeon. They shall continue to accrue vacations and other benefits and may have their vacation rescheduled. The period of rescheduled vacation shall be subject to the Chief's approval.

A Member on vacation may utilize sick leave before the termination of their vacation period. The determination of whether the illness is "serious" or the convalescence is "reasonable and necessary" shall be made by the Village Police Surgeon.

No Member shall be recalled to duty during their vacation unless a Village emergency is declared by the Mayor or the Village and/or the immediate area adjacent to the Village are declared a disaster area by competent authority.

Section 3 - Holidays

The following holidays shall be paid holidays for all Members:

1. Independence Day
2. Labor Day
3. Columbus Day
4. Veteran's Day
5. Election Day
6. Thanksgiving Day
7. Christmas Day
8. New Year's Day
9. Washington's Birthday
10. Easter Sunday
11. Memorial Day
12. Flag Day
13. Martin Luther King, Jr.'s Birthday

A holiday will be deemed to fall on the day on which it is legally recognized.

In addition to the Member's Base Compensation, a Member will receive, for each holiday observed pursuant to this Agreement ("a Holiday"):

- a. Eight hours of pay computed at the Member's Hourly Rate, regardless of whether the Member works on the Holiday ("Holiday Pay").
- b. If the Member is scheduled to and actually works on the Holiday, the Member will, in addition to Holiday Pay, receive "Holiday Differential Pay," which will be computed by multiplying the Member's Hourly Rate by 50% of the hours actually worked during the Holiday. For purposes of this provision, a Holiday will begin at 2300 hours on the day preceding the Holiday and will end at 2300 hours on the actual Holiday.
- c. A Member who is not scheduled to work on a Holiday, but who is recalled to work on a Holiday, will receive 2.5 times their Hourly Rate for each hour worked on the Holiday. If the Member's workday includes time either on the day before the Holiday, or the day after the Holiday, then the Member will receive 2.5 times their Hourly Rate on the actual Holiday, and 1.5 times their Hourly Rate for hours worked during the day before or the day after the Holiday. This also will be the manner that the hours eligible for Holiday Differential Pay will be calculated.

Holidays will be paid as follows: on or about June 30 for each holiday the Member is on the payroll between and including the period January 1-May 31; and on or about December 31 for each holiday the Member is on the payroll between and including the period June 1-December 31.

In addition, all special days that are designated by the Nassau County Executive or the Village Mayor shall be paid holidays.

Section 4 - Personal Time

Each Member hired before June 1, 2012 shall be entitled to 40 hours per Fiscal Year. Each Member hired on or after June 1, 2012 shall be entitled to 24 hours per Fiscal Year until the start of their sixth year of employment, when they shall be entitled to 40 hours per Fiscal Year.

Each Member shall be entitled, once per Fiscal Year, to sell back to the Village some, or all, of their accrued personal hours at 75% percent of their value at the Member's then Hourly Rate.

Personal days may be taken at any time, provided the Member gives no less than five days' notice to the Chief. Personal days may not be carried over into the next Fiscal Year. No cash payment will be made for personal days not taken or sold back during the Fiscal Year.

Personal leave shall be used in not less than four-hour increments that may only be taken at the beginning or end of a tour of duty.

Section 5 - Basic Work Week

The basic work week shall be implemented in accordance with the four/ninety-six duty chart as follows:

2300-0700 (first shift): 4 tours of duty followed by 96 hours off.
0700-1500 (second shift): 5 tours of duty followed by 72 hours off.
1500-2300 (third shift): 5 tours of duty followed by 72 hours off.
Cycle then resumes.

Section 6 - 12 Hour Tours

Subject to annual renewal by the Village Trustees on October 1, the basic workweek shall be as follows:

(a) Work Schedule - for all Members who work rotating tours of duty shall be two days on duty, followed by three days off duty, followed by two days on duty, followed by three days off duty, followed by three days on duty, followed by four days off duty. A tour of duty shall be 12 hours, from 7:00 a.m. to 7:00 p.m. (day tour) or 7:00 p.m. to 7:00 a.m. (night tour). The tours shall be scheduled by the Chief in an Annual Duty Chart.

(b). Members shall be assigned to the day or night tour at the Chief's discretion, considering Member preference, seniority and the Department's needs, but the Chief shall retain the discretion to make the final determination.

(c) **Rotation of Tours** – Members assigned to the day tour will work the day tour for three months and the night tour for two months. This rotation is for one year and renewed each year of this Agreement. These assignments may be changed by the Chief upon 30 days' notice to the affected Member(s).

(d) **Time Owed** - All Members assigned to work 12 hour tours shall work an additional 54 hours per year at straight time pay, which shall be scheduled at the Chief's discretion. When scheduling these tours, a minimum of 21 days' notice, if possible, will be given. However, no Member will be required to report to work with less than seven days' notice.

(e) **Outside Work** - Members must obtain the Chief's prior written permission to perform outside work, which permission may be granted or rescinded at any time at the Chief's discretion. Members must annually submit an affidavit as prescribed by the Chief. No Member shall work in any other capacity for the 12 hour period prior to their tour of duty.

(f) **Tours** – Members shall not work consecutive night and day tours. Members shall not work more than four tours on four consecutive days. Tour switches may only be made subject to the approval of the Chief or designee. There will be a minimum of eight hours off between scheduled tours. If overtime results in a scheduled tour beginning less than eight hours after a tour, the Member shall be granted the necessary hours off without loss of pay from the beginning of the scheduled tour.

(g) **Meals** – Members will be entitled to one 45 minute meal and one 25 minute meal.

(h) Members shall work an additional 36 hours per year, without pay, which shall be scheduled at the Chief's discretion. When scheduling these tours, a minimum of four days' notice will be given. The additional 36 hours shall not be included in the determination of any Member's Hourly Rate for any purpose.

(i) **Personals** – Members shall be entitled to one 15 minute break.

(j) The Village has adopted a 28 day work period in accordance with the Fair Labor Standards Act (29 U.S.C.A. 207(k)).

(k) This Section supersedes and modifies the hour limitations set forth in Unconsolidated Laws Section 971.

(l) The 12 Hour Work Schedule shall expire on December 31 of each year, and the parties shall return to the preexisting work schedule provisions, unless the 12 Hour Work Schedule is extended by written agreement of the parties by October 1 of that year. If the 12 Hour Work Schedule is not extended, all provisions of this Agreement affected by the reversion shall be automatically reinstated effective January 1 of the following year.

Section 7 - Bereavement Days

A Member, upon application to the Chief, will be granted 32 working hours leave of absence, with full pay, in the event of the death of the Member's spouse, child, mother, father, sister, brother, parent-in-law, step-parent or step-child, grandparents and grandchildren. Leave will be granted immediately upon the death.

For Members Assigned to the 12 Hour Work Schedule, bereavement leave shall be 36 working hours.

Section 8 – Training Days

The Chief will have the discretion to annually schedule each Member for up to five eight hour training days at the Member's Hourly Rate (except as may be required by applicable wage and hour laws). These sessions shall be scheduled during the time that Members are not scheduled for duty. In the event a session is less than eight hours, the Member shall be paid for eight hours.

Section 9 – PBA Leave Time

The Chief, in accordance with past practice, will attempt to excuse the PBA President or designee from duty for 24 hours annually without diminution of pay for the purpose of attending to official PBA business, including processing of grievances, attending PBA meetings, and attending conferences and conventions. The Chief shall designate the manner in which excusals from duty are to be scheduled in accordance with past procedures and the Department's staffing needs.

ARTICLE IV

PENSIONS, RETIREMENTS AND OTHER RELATED BENEFITS

Section 1 - Pension

All pension benefits are to remain in effect.

Section 2 - Terminal Leave

All Members hired before June 1, 2012 shall accumulate 40 hours on their anniversary date per completed year of service for each of the first 20 years of service and 32 hours per completed year after the 20th year of service through the 30th year of service, retroactive to the Member's anniversary date in the Police Department. This, upon termination, shall entitle the Member to a cash payment. See Schedule "G (Sick and Terminal Leave)."

Section 3 – General Municipal Law Section 208-b

The Village has adopted and filed a resolution extending to Members the benefits of General Municipal Law Section 208-b.

ARTICLE V

INSURANCE BENEFITS

Section 1 - Medical Coverage

(a) The Village shall continue to pay the full cost of medical coverage under the New York State Health Insurance Plan or equivalent coverage with all options for all active Members hired before June 1, 2015.

(b) For active Members hired before June 1, 2015, the Village shall continue to pay the full cost of medical coverage under the New York State Health Insurance Plan or equivalent coverage with all options for active Members; except that any active Member who is hired by the Village on or after June 1, 2015 shall be required to contribute \$1,282.95 towards the payment of the premium cost for individual health insurance or, if applicable, \$2,813.04 towards the payment of the premium cost for family health insurance, while the Member is actively employed.

(c) For a period of two years, the Village shall, consistent with the NYSHIP Survivor Spouse Policy, continue to assume the maximum permissible cost of medical coverage, including hospitalization and major medical under the New York State Health Insurance Plan or equivalent coverage for a surviving spouse and/or dependent minor children after the death of a Member who was actively employed as a Police Officer at the time of their death.

(d) The Village shall continue to assume the full cost of individual and family medical coverage, including hospitalization and major medical, under the New York State Health Insurance Plan or equivalent coverage for a retired Member. All retired Members shall semi-annually file a certificate under oath with the Village as to any hospitalization and or major medical coverage that is provided to the retiree through their then current employment. The Village shall have the right, after reviewing this coverage, to relieve itself of the obligation of paying any cost of medical coverage if the Member has been provided with medical coverage through their then current employment, even though it may not reach the level or extent of coverage available through Village employment. The Village reserves the method and manner of payment for that medical coverage.

(e) The family of a Member who dies subsequent to retirement may have the option to remain in the health insurance plan consistent with the then applicable NYSHIP regulations.

(f) Any contribution by any active member hired on or after June 1, 2015 toward the premium cost for individual or family medical insurance, or any contingent obligations to make a contribution pursuant to subparagraph (b) shall not diminish or otherwise impair the Village's obligation: (i) to assume the full cost of individual and family medical coverage, including hospitalization and major medical, under the New York Health Insurance Plan or equivalent coverage for all retired Members, including retired Members hired by the Village on or after June 1, 2015, as provided for in Article V, Section (1)(d); and (ii) to provide to all retired Members, including retired Members hired by the Village on or after June 1, 2015, the benefits and options provided for in Article V, Sections (1)(c) and (1)(e).

Section 2 - Dental/Optical/Life Insurance Plan

The Village shall provide \$1,750 per Fiscal Year per Member towards the premiums paid for a dental plan, optical plan or life insurance plan. The Members shall adopt their own insurance plans.

ARTICLE VI

GRIEVANCE AND ARBITRATION

Time limits shall be defined in terms of traditional working days of Monday through Friday. The failure of a party to respond within any time period shall permit the aggrieved party to proceed to the next step at the conclusion of the last business day that would permit a timely reply.

A grievance shall be filed by an aggrieved Member unless the grievance concerns an act or activity that is contrary to the integrity of this Agreement or affects all Members, in which case the PBA shall be permitted to file a grievance as a group grievance.

Step 1: All grievances shall be initiated in writing and shall be presented to the Chief within 30 working days of the act or event being complained about. The Chief shall have 30 working days in which to respond.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievant shall submit the grievance in writing to the Village Board of Trustees. The Board shall have 30 working days in which to respond.

Step 3: If the grievance is not resolved at Step 2, only the PBA shall have the right to proceed by the filing of a demand for final and binding arbitration. The arbitrator shall be selected in accordance with the rules of the New York State Public Employment Relations Board and a petition for arbitration shall be filed within 30 working days of the Board of Trustees' response. Any award issued pursuant to the terms of this procedure shall be final and binding upon the parties and the cost for the arbitrator shall be borne equally between the parties.

ARTICLE VII

MISCELLANEOUS

Section 1

If a Member is acquitted in connection with a disciplinary proceeding that is not held during their regular tour of duty, they shall be entitled to overtime pay for the time spent at the disciplinary hearing.

Section 2

The Village shall pay all reasonable funeral expenses, not to exceed \$7,500, of a Member who dies as a result of an injury incurred during a tour of duty. Any monies due shall be paid directly to a legal representative of the Member's family.

Section 3 - Illegality

If any provisions of this Agreement are found to be illegal, the Village and the PBA agree to reopen this Agreement to replace the illegal provision with another provision that they agree upon.

Section 4 – Details and Benefits

All details and benefits, except as specifically modified by this Agreement including, but not limited to, vacation, sick leave, paid holidays, retirement plans, leaves of absence, terminal leave, seniority privileges, health plans and workers' compensation, shall continue to be provided on the same basis as at present.

Section 5 – Taylor Law Notice

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

ARTICLE VIII

SPECIAL AGREEMENT REGARDING PAYMENT FOR ACCRUED SICK LEAVE AND TERMINAL LEAVE/TERMINAL LEAVE PAY UPON RETIREMENT

The PBA hereby knowingly and freely agrees that, in exchange for the benefit to the PBA and its Unit Members of the changes contained in Article III, Section 1 and Article IV, Section 2 regarding the calculation of payment for accumulated time, as well as the other improvements reflected in the successor

to the collective bargaining agreement that expired on May 31, 1998, the PBA and its Unit Members hereby waive their rights pursuant to the Public Employees' Fair Employment Act, Civil Service Law § 200; et seq. and otherwise, to propose, negotiate or seek modifications in this Agreement regarding the freezing of the calculation of payment based upon a 2016 hour work year for all eligible days accrued prior to June 1, 1998 to be paid pursuant to Article III, Section 1, Sick Time and Article IV, Section 2, Terminal Leave. This waiver by the PBA knowingly includes its right to propose any modification in negotiations for successor agreements between the PBA and Village or to submit any related proposals to interest arbitration pursuant to Civil Service Law Section 209, or to propose a modification in any other manner, forum or context.

This Article shall continue and remain as part of all successor agreements until all sick hours and terminal leave and terminal pay days accrued prior to June 1, 1998 are paid pursuant to Article III, Section 1, Sick Time, and Article IV, Terminal Leave. See Schedule "G (Sick and Terminal Leave)."

IN WITNESS WHEREOF, THE INCORPORATED VILLAGE OF LAKE SUCCESS and THE LAKE SUCCESS POLICE DEPARTMENT ASSOCIATION has executed this Agreement as of the day and year written above.

LAKE SUCCESS POLICE BENEVOLENT ASSOCIATION

By: [Signature] 3/1/19
PRESIDENT (Dated)

Attest: [Signature] VP

INCORPORATED VILLAGE OF LAKE SUCCESS

By: [Signature] 3/1/19
MAYOR ADAM HOFFMAN (Dated)

Attest: [Signature]
Village Clerk

Schedule "A"

Salary SchedulesOfficers hired on or after October 25, 2004 and before June 1, 2012

	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
Starting	\$54,596	\$56,370	\$58,202	\$60,094	\$62,047	\$64,064	\$66,146
After Academy	\$64,735	\$66,839	\$69,011	\$71,254	\$73,570	\$75,961	\$78,430
After 1 year	\$83,042	\$85,741	\$88,527	\$91,405	\$94,375	\$97,442	\$100,609
After 2 years	\$86,365	\$89,172	\$92,070	\$95,062	\$98,152	\$101,342	\$104,635
After 3 years	\$93,539	\$96,579	\$99,718	\$102,959	\$106,305	\$109,760	\$113,327
After 4 years	\$104,031	\$107,412	\$110,903	\$114,507	\$118,229	\$122,071	\$126,038
After 5 years	\$114,527	\$118,249	\$122,092	\$126,060	\$130,157	\$134,387	\$138,755
After 6 years	\$125,022	\$129,085	\$133,280	\$137,612	\$142,084	\$146,702	\$151,470
After 7 years	\$135,516	\$139,920	\$144,468	\$149,163	\$154,011	\$159,016	\$164,184
After 8 years	\$146,012	\$150,757	\$155,657	\$160,716	\$165,939	\$171,332	\$176,900
Sergeant	\$172,626	\$178,236	\$184,029	\$190,010	\$196,185	\$202,561	\$209,145

Officers hired on or after June 1, 2012

	2017- 2018	2018- 2019	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
Starting	\$54,596	\$56,370	\$58,202	\$60,094	\$62,047	\$64,064	\$66,146
After Academy	\$64,735	\$66,839	\$69,011	\$71,254	\$73,570	\$75,961	\$78,430
After 1 year	\$79,281	\$81,858	\$84,518	\$87,265	\$90,101	\$93,029	\$96,053
After 2 years	\$86,365	\$89,172	\$92,070	\$95,062	\$98,152	\$101,342	\$104,635
After 3 years	\$93,539	\$96,579	\$99,718	\$102,959	\$106,305	\$109,760	\$113,327
After 4 years	\$100,340	\$103,601	\$106,968	\$110,445	\$114,034	\$117,740	\$121,567
After 5 years	\$109,011	\$112,554	\$116,212	\$119,989	\$123,888	\$127,915	\$132,072
After 6 years	\$117,682	\$121,507	\$125,456	\$129,533	\$133,743	\$138,089	\$142,577
After 7 years	\$123,876	\$127,902	\$132,059	\$136,351	\$140,782	\$145,358	\$150,082
After 8 years	\$130,070	\$134,297	\$138,662	\$143,168	\$147,821	\$152,626	\$157,586
After 9 years	\$136,264	\$140,693	\$145,265	\$149,986	\$154,861	\$159,894	\$165,090
After 10 years	\$146,013	\$150,758	\$155,658	\$160,717	\$165,940	\$171,333	\$176,902
Sergeant	\$172,626	\$178,236	\$184,029	\$190,010	\$196,185	\$202,561	\$209,145

Schedule "B"

Longevity

The Longevity payments are set forth in the chart below for all Members hired before June 1, 2018:

**Years of Completed
Service**

5 th year	\$1,400
10 th year	\$1,100
15 th year	\$1,000
16 th year	\$200 per year
25 th year to retirement	\$100 per year

The Longevity payments are set forth in the chart below for all Members hired on or after June 1, 2018:

**Years of Completed
Service**

10 th year	\$2,500
15 th year	\$1,000
16 th year	\$200 per year
25 th year to retirement	\$100 per year

The increases in Longevity shall be cumulative. Thus, for example, a Member hired before June 1, 2018 who has completed 25 years of service on or after June 1, 2007 will receive longevity pay of \$5,500 in their 26th year.

Schedule "C"

Overtime/Compensatory Time

A Member who actually works more than 40 hours per week for the 0700 hours to 1500 hours and 1500 hours to 2300 hours shift, or 32 hours for the 2300 hours to 0700 shift, shall be compensated for those hours or parts thereof over 32 or 40, as appropriate, by payment at an Hourly Rate of one and one-half times the Hourly Rate or in Compensatory Time as provided herein.

The Hourly Rate for overtime shall be calculated based upon 1856 hour work year. The overtime hourly compensation shall be calculated as follows:

Base Pay + Longevity divided by 1237.3 $[(232 \times 8)/1.5]$.

Members Assigned to the 12 Hour Work Schedule who actually work more than the basic work week, excluding assigned time owed pursuant to Article III, Section 6, paragraphs d and h, or normal tour of duty, shall be compensated at the rate of time and one-half the Member's Hourly Rate or in Compensatory Time.

SCHEDULE "D"

GML 207-c Procedure

In order to ensure due process regarding determinations made in the administration of the provisions of GML 207-c, the following exclusive procedure shall be utilized to review benefit determinations or temporary light duty assignments.

1. **Designation of Administrator.** The Mayor may designate an administrator who shall have the exclusive authority to make determinations on behalf of the Village pursuant to GML 207-c. Absent this designation, the Village Administrator shall be the Administrator.

2. (a) **Notice of Disability or of Need For Medical or Hospital Treatment.** A Member who alleges an injury or sickness eligible for the benefits afforded by GML 207-c shall notify their superior within 72 hours of either (i) an incident causing the injury or sickness; or (ii) an incident causing an injury or sickness that gives rise to a need for medical or hospital care; provided, however, that a Member taken sick allegedly as the result of a GML 207-c eligible sickness shall provide that notice as soon as they know or have reason to know that the sickness is so caused, but in no event later than 20 calendar days from the time the sickness should have been discovered to have been a GML 207-c eligible sickness. In the event of an inability of the Member to do so, the notice shall be made by another acting on behalf of the Member. The notice shall be in writing and describe the nature of the injury or sickness and the facts allegedly giving rise to same:
 1. the time, date and place where the injury or illness-producing incident occurred;
 2. a detailed statement of the particulars of the incident;
 3. the nature and extent of the Member's injury or illness;
 4. the Member's mailing address;
 5. the names of any potential witnesses; and
 6. the name, address and telephone numbers of all of the Member's treating physicians at the time of the report. Physicians used subsequent to the initial notification will be reported by the Member on a timely basis.

- (b) The Administrator may utilize an application form that shall be completed by a Member seeking GML 207-c benefits or, in the event of an inability to do so, by another acting on their behalf. The form shall be promptly filed with the Administrator by the Member or their representative, but no later than five calendar days after the incident. The failure to adhere to this time period shall preclude an award of any

benefits pursuant to GML 207-c; provided, however, that the Administrator shall have the discretion to excuse a failure to provide notice upon good cause shown, which discretion shall be final and binding upon the Village, the PBA and the Member and shall not be reviewable in any forum.

3. **Status Pending Determination of Eligibility for Benefits.** In the event that a Member gives notice as provided in Paragraph 2 asserting an inability to perform duties, they shall be placed on sick leave. Upon a determination by the Administrator that a Member who has been unable to work is eligible for the benefits afforded by GML 207-c, all sick leave that may have been utilized shall be restored in full. A Member receiving payment of the full amount of regular salary or wages pursuant to GML 207-c shall not suffer any reduction of accrued leave while in receipt of that payment, except as may be set forth in this Agreement. A Member seeking the benefits afforded by GML 207-c who, in the judgment of the Administrator, has a temporary injury or sickness, may be examined by a physician selected by the Administrator to verify the existence of an injury or sickness.

4. **Benefit Determination.**

(a) An application for the benefits afforded by GML 207-c shall be processed as follows. A Member seeking benefits must demonstrate by substantial evidence their entitlement to them. The Administrator shall promptly review an application timely made and any other pertinent documents or evidence available and, if a determination is made that the injury or sickness occurred in a manner and is of a nature to be eligible for the benefits afforded by GML 207-c, shall direct payment of GML 207-c benefits and shall ensure Village responsibility for the reasonable and customary cost of treatment and hospital care associated with the injury or illness. A written notice of that determination by the Administrator shall be either delivered personally to the Member and the PBA, or mailed to the Member by certified mail, return receipt requested and to the PBA by regular mail. The payment of GML 207-c benefits may be discontinued as provided below.

(b) In the event that a medical question arises as to the initial eligibility and/or continuation of GML 207-c benefits once awarded, the following procedures shall apply. The Administrator shall promptly inquire into the applicable facts and may require the Member to submit to one or more medical examinations as may be reasonably necessary to determine the continued existence of a disability resulting from injury or sickness. To resolve the medical question of initial or continued eligibility for GML 207-c benefits, the Administrator shall make a decision on the basis of medical evaluations and information available or otherwise provided by the Member. The Member may produce any document, sworn statement, or other record relating to the alleged injury or sickness or the incident alleged to have caused the injury or sickness. The Administrator shall have the authority to employ medical specialists and other appropriate individuals; may at reasonable times and on reasonable notice require the attendance of the Member or any witness to an incident to secure information; may require the Member to sign a release for information pertaining to their medical history

related to the alleged injury or sickness; and may undertake any other reasonable act necessary for making a determination pursuant to this Procedure.

(c) Questions of continued eligibility for other than medical reasons shall also be promptly reviewed by the Administrator, who shall inquire into the applicable facts and give the Member an opportunity to submit any documents or other evidence in support of their position.

(d) The Administrator shall make a determination as to continued eligibility for GML 207-c benefits based upon evidence collected or obtained pursuant to this Procedure. A written notice with regard to continuation of benefits shall be either delivered personally to the Member and the PBA or mailed to the Member by certified mail, return receipt requested and to the PBA by regular mail. The basis for the determination shall be specified. Upon request of the Member or their representative, a copy of any document used by the Administrator to determine eligibility for continuation of GML 207-c benefits shall be made available to the Member. In the event that a Member is adversely affected by a determination, they may request a hearing or medical review according to the procedure set forth in paragraph 6. Any request made by a claimant for GML 207-c benefits as a result of the re-occurrence of a previous injury that was determined to be a GML 207-c-eligible injury must follow the same procedure as the initial injury and must once again be determined by the Administrator to be an injury covered by GML 207-c.

5. Assignment to Temporary Light Duty. At any time during which a Member is receiving benefits pursuant to GML 207-c, the Administrator may assign the Member specified temporary light duties consistent with their job status. Should a Member disagree with the temporary light duty assignment, they may submit to the Administrator any documents or other evidence in regard to the extent of their injury or sickness. The Administrator may cause a medical examination of the individual to be made at the Village's expense. The physician shall be provided with a list of the types of duties and activities associated with the proposed temporary light duty assignment and shall make an evaluation as to the Member's ability to perform certain duties or activities given the nature and extent of the injury or sickness. Upon review of the medical assessment, the Administrator may make temporary light duty assignments consistent with medical opinion. In the event of that assignment, the Member shall receive regular salary or wages and any increases thereof and fringe benefits that would have been received had regular duties been performed. A decision of the Administrator to not assign temporary light duty shall be final and binding upon the Village, the PBA and the Member and shall not be reviewable in any forum.

6. Appeal of Adverse Final Determination.

(a) Should a Member disagree with any determination of the Administrator regarding initial eligibility or continued eligibility for benefits pursuant to GML 207-c, or assignment of temporary light duty (excluding a decision not to assign temporary light duty) they, within seven calendar days of personal delivery of the determination, or 10

calendar days of the receipt of mailing of the determination may, with the consent of the PBA, either (i) request arbitration by filing a demand for arbitration with the American Arbitration Association; or (ii) for determinations other than initial eligibility, request a medical review (as set forth in subdivision (b) below).

(b) With regard to determinations other than initial eligibility, in lieu of filing for arbitration, a Member may request a medical review only to review medical questions. The parties shall request that the Chief of Medicine of North Shore University Hospital select a medical doctor in the appropriate specialty. The medical doctor will review:

(i) Objective laboratory test results; e.g., CT scans, MRIs, EMGs; etc., and medical reports, along with the report of physical examination and recommendations by the Village Police Surgeon or other medical doctor designated by the Village; and

(ii) Reports sent to the medical doctor from the Member's treating sources, along with their findings and recommendations including, but not limited to, their evaluation of disability and ability to work.

After review of these reports, the medical doctor will examine the Member. Upon completion of this examination and review of the submitted reports, the medical doctor shall make a written recommendation to the Administrator, together with a copy to the Chief, Member and the PBA, as to:

(i) The Member's medical condition and, if disabled, the extent of any disability. If a disability exists, the medical doctor shall include a date by which the Member shall be reexamined by the medical doctor for a finding of fitness for duty; and

(ii) The Member's ability to work in a temporary light duty or full duty capacity. The medical doctor shall include a recommendation as to an approximate period for the Member's disability to resolve or the length of time necessary for a reevaluation.

The parties shall equally share the cost of this medical review, except that the Member's share shall not exceed \$250.

The decision of the medical doctor, which shall only be advisory, shall be submitted to the Administrator, who will notify the Member of their determination within 20 calendar days of receipt of the recommendation. In the event that the Administrator does not accept the advisory opinion of the medical doctor, their decision shall expressly articulate the basis of rejection.

Should the Administrator reject the advisory opinion of the medical doctor, the Member may, with the consent of the PBA, file for arbitration as set forth in Schedule D, paragraph 6(a).

(c) At any time, up to the decision of the Administrator, if any party discovers any relevant additional evidence, it shall be fully disclosed to all parties and submitted to the medical doctor for consideration in their determination or modification of their determination.

(d) Any final determination reviewable pursuant to this Procedure may be reviewed solely pursuant to and be governed by this Agreement's Article VI (Grievance and Arbitration Procedures), commencing at Step 3, which review shall be final and binding upon the Village, the PBA and the Member and not be reviewable in any forum. The sole question before the arbitrator shall be whether the Administrator's decision was arbitrary or capricious.

7. Statutory. Any rights, duties and responsibilities contained in GML 207-c not specifically addressed by this Procedure or this Agreement are not affected hereby. Nothing contained herein shall require the Village to bargain over anything in this Procedure that would otherwise be a nonmandatory subject of bargaining.

8. Coordination with Workers' Compensation Benefits. Pursuant to Workers' Compensation Law Section 30, upon payment of GML 207-c benefits, any wage or salary benefits awarded by the Workers' Compensation Board shall be payable to the Village for any period or periods during which the Member received GML 207-c benefits. If the Member received any Workers' Compensation benefits which, pursuant to Workers' Compensation Law Section 30, were required to be paid to the Village then, provided that the Village has, prior to the award of workers' compensation benefits for the period or periods, filed with the Workers' Compensation Board a claim for reimbursement in accordance with Workers' Compensation Law Section § 25(4)(a), the Member shall repay the benefits received to the Village, or the amounts due may be offset from any GML 207-c benefits thereafter. Upon termination of the GML 207-c benefits, any continuing Workers' Compensation benefits shall be payable to the Member. The parties shall not be bound by a determination of the Workers' Compensation Board with respect to any issues related to the Member's claim for or status pursuant to GML 207-c.

9. Discontinuation of Salary and Wage Benefits Upon Disability Retirement. Payment of GML 207-c benefits, including wages and salary, shall be discontinued with respect to any Member who is granted a disability retirement pension as provided by law.

SCHEDULE "E"

Sick Leave

For purposes of payment of Sick Time, calculations for an eight-hour workday will be based on the following:

Hours accumulated prior to 6/1/98:	Base + Longevity divided by 2016
Hours accumulated after 6/1/98:	Base + Longevity divided by 1856

Upon retirement, payment is to be made in concurrence with the payment plan described in Article IV, Section 2 as follows: on an hour for hour basis for the first 1400 hours accumulated, and then on an eight hour for every 16 hours of accumulated sick leave beyond 1400 hours up to an accumulated maximum of 1600 hours. Members may accumulate up to 80 hours beyond the 1600 hour cap, to be calculated on the basis of eight hours' pay for every 24 hours of accumulated sick leave.

SCHEDULE "F"

Vacations

All Members hired before June 1, 2012 shall be afforded a vacation in accordance with the following schedule: 216 hours.

All Members hired on or after June 1, 2012 shall be afforded a vacation in accordance with the following schedule:

After the first year of service	84 hours
After the second year of service	96 hours
After the third year of service	120 hours
After the fourth year of service	144 hours
After the fifth year of service	168 hours
After the sixth year of service	192 hours
After the seventh year of service	216 hours.

A Member has the right to take three single days of accrued vacation either individually or consecutively at the Chief's discretion.

SCHEDULE "G"**Sick and Terminal Leave days accumulated as of May 31, 1998**

The following schedule sets forth the hours frozen at an 1856 hour work year for purposes pertaining to Article II, Section 1, Sick Time and Article IV, Section 2, Terminal Leave, for each affected Member:

NAME	HIRE DATE	TERM DAYS	SICK TIME
Gardella	09/27/89	40	108
Cancel	08/12/97	0	27
Pasquarella	01/01/97	5	39
Tubcharoen	10/15/97	0	24

Terminal Leave

The Hourly Rate for the purpose of payment of accrued Terminal Leave accrued prior to June 1, 1998 shall continue to be forever frozen for calculation on the basis of a 2016 hour work year. Those days accrued on or after June 1, 1998 shall be calculated on the basis of an 1856 hour work year.

Calculations for an eight-hour workday will be based on the following:

Hours accumulated prior to 6/1/98 - Base + Longevity divided by 2016.

Hours accumulated after 6/1/98 - Base + Longevity divided by 1856.

For all Members hired on after June 1, 2012: (1) the Hourly Rate for the purpose of payment of Terminal Leave accrued during the Member's first 10 years of employment with the Village shall be equal to the Member's highest Hourly Rate during their 10th year of employment with the Village and frozen at the Member's 10th year Hourly Rate until the Member retires; and (2) the Hourly Rate for the purpose of payment of Terminal Leave accrued after the Member's 10th year of employment with the Village shall be equal to the Member's Hourly Rate on the day they retire.

A Member may select their Terminal Leave Pay in a single lump sum payment, providing that the Member has notified the Village in writing of their planned retirement at least six months prior to their actual date of retirement. Should a Member not request a lump sum payout, they must request in writing one of two other payout options:

Option 1: Payment of Terminal Leave Pay in two equal payments: one-half their Terminal Leave Pay within 30 days after the date of retirement and the

other one-half of their Terminal Leave Pay six months after the first payment; or

Option 2: A payout of their Terminal Leave Pay in three equal payments, one-third in each of three consecutive calendar years.

Once an option is selected, it may not be changed except if the Member dies, in which case the Member's heir or legal representative may request in writing a lump sum payout of the remaining Terminal Leave Pay. This request shall be honored within 90 days after the retiree's death.

If a Member does not select any of the above payout options, the Village reserves the right to exercise Option 1.

Upon separation from service after a minimum of 20 years, for any reason other than cause, or upon death, or upon ordinary or accidental disability retirement pursuant to the Retirement and Social Security Law, the Member or their legal representative shall be entitled to cash payment for accumulated Terminal Leave limited to the conditions of the preceding paragraphs. In any event, all notification of time mentioned in Article IV, Section 2 shall commence from the date the Village receives notification of the Member's termination.

Vesting of Terminal Leave Pay

Terminal Leave Pay consisting of Terminal Leave days and accumulated sick days shall be vested after 10 years of service as follows:

(a) A Member separating from service after the completion of their 10th year and prior to the commencement of their 15th year of service shall receive 50% of the benefit they would have received if they retired after 20 years of service.

b) A Member separating from service after the completion of their 14th year and prior to the commencement of their 20th year of service shall receive 75% of the benefit they would have received if they retired after 20 years of service. In no event shall a Member receive payment of these benefits if they are discharged for cause.

Terminal Leave Pay for Non-Vested Members

(a) A Member who terminates for any reason, including cause, shall be entitled to a payment of all benefits to which they have become entitled. This is not to include those benefits set forth in Article III, Section 1 and Article IV, Sections 1, 2 and Schedule G (Sick and Terminal Leave days accumulated as of May 31, 1998). In the event of death, payment shall be made to the Member's legal representative.