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AGREEMENT BETWEEN

THE INCORPORATED VILLAGE OF FLORAL PARK

AND

THE FLORAL PARK POLICE BENEVOLENT ASSOCIATION, INC.

June 1, 2006 to May 31, 2010
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AGREEMENT made this 20TH day of April, 2010, between the
INCORPORATED VILLAGE OF FLORAL PARK, a municipal corporation having its principal
office at No. 1 Floral Boulevard, Floral Park, New York, hereinafter referred to as the "Village",
and FLORAL PARK POLICE BENEVOLENT ASSOCIATION, INC., having its office at Floral
Park, New York (P.O. Box 56), hereinafter referred to as the "PBA".

ARTICLE I

RECOGNITION

The Village recognizes PBA as the sole bargaining agent for and on behalf of all members
of PBA and all those eligible for membership other than those holding a rank higher than
lieutenant, hereinafter called "Members", during the term of this Agreement for the purposes
provided in and with all the rights and privileges mandated by Article 14 of the Civil Service Law.
As used herein, "Members" shall mean only those persons actually employed as and working as
police officers in the Floral Park Police Department and shall not include retired Members.

ARTICLE II

CONSTRUCTION

This Agreement is entered into pursuant to the provisions of Article 14 of the Civil Service
Law and shall be construed in accordance therewith.
ARTICLE III

HOURS OF WORK

SECTION 1 - Tour Schedules, Meal Periods and Changing Tours

(a) Duty shifts and hours of work shall be as scheduled by the head of the Department provided such schedule shall not exceed three (3) 12 hour days during any seven (7) consecutive day period except for changing duty shifts, a public emergency, or special event declared by the head of the Department. PBA agrees that the patrolmen and officers will arrive at the station house in sufficient time, prior to roll call, to prepare themselves for their tour of duty.

(b) The tour schedule of Members assigned to regular patrol shall be as follows: A Member shall be assigned to either the 7:00 a.m. to 7:00 p.m. "day" tour, or the 7:00 p.m. to 7:00 a.m. "night" tour on an annual basis. Tour selections shall be made by each member annually based on seniority. A member shall be assigned to their selected tour for (2) successive days, with (84) eighty-four hours off. A member shall then be assigned to their selected tour for (3) three successive days with one-hundred-eight (108) hours off. This member will thus work (5) five days in a (12) twelve day cycle.

(c) Detectives and lieutenants shall work a two hundred thirty-two (232) day schedule. A Detective shall be paid on an eight (8) hour day, with any work in excess of that day to be compensated as overtime. Lieutenants shall work flexible tours of duty between the hours of 7:00 a.m. and 11:00 p.m., Monday through Friday, except as may otherwise be deemed necessary by the Department in cases of emergency or shortages of personnel, in which such event, however, the recall provisions of the contract shall apply. The Village may schedule a sergeant (known as a swing sergeant) to work Monday through Wednesday, 7:00 a.m. to 7:00 p.m., and another such sergeant to work 7:00 p.m. to 7:00 a.m. Tour selections shall be made annually to the
swing sergeant position and based on seniority, except as the swing sergeant shall otherwise be
scheduled to work the tour schedule set forth in (b) above in accordance with past practice which
shall include vacation, extended illness, injury on the job, and attendance of a newly appointed
Sergeant at Supervisors School. The Village may require a “swing” sergeant to work their
assigned tour due to breaks in supervisory coverage that occur during the regular cycle of
the tour schedule set forth in (b) above. When such breaks in coverage occur Thursday
through Sunday, a “swing” sergeant shall make provisions to change a tour from their
ordinary Monday through Wednesday schedule to provide such coverage.

(d) Notwithstanding subsection (c) above, a new Detective and a new Lieutenant hired
during the term of this Agreement shall work flexible tours of duty between the hours of 7:00 a.m.
and 11:00 p.m. Monday through Saturday, except as may otherwise be deemed necessary by the
Department in cases of emergency or shortages of personnel, in which such event, however, the
recall provisions of the contract shall apply. The new Detective and new Lieutenant shall each
receive one (1) additional chart day per year.

(e) Lieutenants and Detectives shall be excused for one sixty (60) minute meal
period during each full tour of duty. Members who are compelled by order of a superior
officer to miss such meal period shall be paid ten ($10.00) dollars for the missed meal period.
Members assigned to Chart Orange (12 hr Steady Tours) shall be excused for one (90)
minute meal period. Members who are compelled by order of a superior officer to miss such
meal period shall be paid ($15.00) dollars for the missed meal period.

(f) Only in cases of emergency, shortage of personnel caused by illness, vacations,
training as provided in (g), or other legitimate absences, or by mutual agreement between
the Member and the scheduling officer, may a Member be shifted from one tour to another;
provided, however, that in such event, the Member shall have been given seventy-two (72) hours prior notice of the change of tour. Members assigned to the 12hr chart can be shifted from the 7:00am-7:00pm to the 7:00pm to the 7:00am or from the 7:00pm to the 7:00am tour, provided the member is shifted for the entire two or three day set of tours. Lieutenants and Detectives new four (4) eight hour tours are either shifted from the 7:00 a.m. - 3:00 p.m. tour to the 3:00 p.m. - 11:00 p.m. tour or from the 3:00 p.m. - 11:00 p.m. tour to 7:00 a.m. - 3:00 p.m. tour. In the event that a Member does not receive the seventy-two (72) hour notice, he shall be entitled to recall for one (1) day only.

(g) A Member may be shifted from one tour to another for the purpose of training once a calendar year for that Member provided the Member shall be given seventy-two (72) hours prior notice of the change of tour and further provided that no Member shall have an approved day off cancelled as a result of such shift of tours.

SECTION 2 - Overtime

(a) In no event shall any Member hereunder be required to work more than twelve (12) hours in any one (1) day, unless he shall be credited with such time worked in excess of twelve (12) hours and shall receive either overtime compensation or compensatory time off (as provided below) at the rate of one and one-half times the number of hours in excess of twelve (12) hours that the Member has worked. In no event shall any Lieutenant or Detective be required to work more than eight (8) hours in any one (1) day, unless he shall be credited with such time worked in excess of eight (8) hours and shall receive either overtime compensation of compensatory time off at the rate of one and one-half times the number of hours in excess of the eight (8) hours that the member has worked. For the first
sixty (60) hours of overtime accumulated (forty (40) hours worked at time and one half) in any calendar year, but excluding any hours carried over from a prior year, the Member shall have the option to choose between cash payment and compensatory time off for those hours. For all hours accumulated in excess of sixty (60) hours of overtime (forty (40) hours worked at time and a half) payment shall be in cash unless the Board of Trustees otherwise permits. In the event a Member has accumulated sixty (60) hours of overtime as above provided the Member may not replenish these hours in any calendar year except for twelve (12) hours of overtime (eight (8) hours worked at time and one half).

Effective June 1, 1999, a Member may replenish accumulated hours of overtime up to the maximum sixty (60) hours, except that on or about June 1, 2001, either party may petition to have an Interest Arbitration Award issued with respect to this provision.

(b) A Member who has worked overtime shall immediately upon completion of the overtime work submit a record of the overtime and indicate whether he chooses cash payment or compensatory time off, if permitted under Article III, Section 2(a) herein. Cash payment shall be made in the next succeeding pay period.

(c) Overtime shall be computed in segments of not less than thirty (30) minutes. A Member must work at least fifteen (15) minutes of a thirty (30) minute segment to earn overtime compensation for such segment.

(d) Planned Overtime- Overtime opportunities shall be equalized, other than overtime from arrests and court appearances, pursuant to a book wheel system.

SECTION 3 - Accumulation of Time

There shall be maintained records of all overtime and compensatory time accumulated by each Member. The individual record of each such Member shall be available for inspection by him
upon request made to the head of the Department. Scheduling of compensatory time off shall be at the discretion of the Police Commissioner. However, Members may request specific dates subject to the approval of the Police Commissioner which approval shall not be unreasonably withheld. Compensatory time shall be granted in the calendar year in which it is earned; provided, however, that a Member may accrue ninety-six (96) hours which includes the sixty (60) hours of overtime (forty (40) hours worked at time and a half) provided in Section 2(a) which may be carried over to the following year and shall be taken by and, where practicable, granted to the Member prior to March 31st of that year. In the event that compensatory time off cannot be granted as set forth herein then the Member so entitled shall be given cash payment as set forth in Section 2 of this Article.

**SECTION 4 - Special Events**

In the event a special event is declared by the head of the Department, or a public emergency exists, any Member required to work in excess of his regularly scheduled tours and more than twelve hours, if assigned to the twelve hour tour, or eight hours if a Lieutenant or Detective, in any day due to the special event, or public emergency, shall receive compensation in accordance with Section 2 of this Article, for the number of hours actually worked for said special event or public emergency.

**SECTION 5 - Recall**

(a) **To Work**

Any Member who is recalled to work after finishing a tour of duty and who is placed on duty shall receive a minimum of six (6) hours salary for time worked. A Member
recalled but not placed on duty shall receive three (3) hours salary as time worked. The Village shall provide comprehensive automobile liability coverage with no deductible clause for a Member who is recalled covering the period from one hour prior to the time he is due to report for recall and one hour after the time he is relieved from duty on the recall. The foregoing shall not be construed to relieve the Village from its obligation to provide liability coverage for Members on regular duty tours in their capacity as police officers. The foregoing shall apply in the case where Members are recalled for court appearances. The Member at his option may choose cash or compensatory time on a straight time basis for travel time earned. When a Member is recalled he shall be paid mileage from and to his place of residence at the rate of twenty-five (25¢) cents per mile. Effective January 1, 2007, members shall be paid actual travel time up to a maximum of one (1) hour at straight time for travel in each direction; however, where there is no break between recall duty and the Members prior or subsequent regular tour, mileage and travel time shall be paid for only one direction.

(b) **Court Recall - Excuse from Tour**

A Member who is assigned to the 7:00 p.m. - 7:00 a.m. tour and who is required to attend court or an administrative or governmental hearing on the same day as that following conclusion of such tour shall, upon the Member’s request, be excused from his tour prior to such required attendance at 4:00 a.m., except in emergency situations.

(c) **Minimum Cancellation for Court Recall**

(i) If the court recall is cancelled by notifying the Member more than seventy-two (72) hours before the designated time, then the Member shall receive no compensation.

(ii) If the court recall is (1) not cancelled by notifying the Member more than
seventy-two (72) hours before the designated time or at any time seventy-two (72) hours or less before the designated time, and (2) the Member actually reports for such work, then the Member shall be credited with a minimum of four (4) hours as time worked or the actual time worked if four (4) hours or more. A Member who does not so actually report for such work shall receive no compensation.

(iii) If the court recall is cancelled by notifying the Member seventy-two hours or less before the designated time, the Member shall immediately notify the desk officer or such other individual as the head of the Department so designates in accordance with the Rules and Regulations of the Police Department. The Member shall be required to report to duty, as directed by such individual he or she is required to notify, for a minimum of four (4) hours of work, all of which shall be within eight (8) hours after such designated time, unless the Member voluntarily or actually does not so report to work, in which case, he or she shall receive no compensation for the court recall.

(iv) Notice under this subsection may be to the Member personally or to an individual at the place the Member has furnished the desk officer or such other individual as the head of the Department so designates in accordance with the Rules and Regulations of the Police Department. Notice is deemed made if an unsuccessful attempt at actual notification is made at such place unless the Member was actually on-duty at the time of such unsuccessful attempt.

SECTION 6 - Stand-by

Any Member who is ordered to be on stand-by shall be paid at the rate of two (2) hours for every eight (8) hours he is actually ordered to remain on stand-by. If the Member is ordered to remain at home and not merely to leave a forwarding telephone number, the Member will be given compensatory time off in accordance with Article III, Section 3, at the rate of one (1) hour for
each one (1) hour that he or she is ordered to remain at home on stand-by. No Member shall be required to stand-by with regard to a court proceeding.

SECTION 7 - Overtime for Disciplinary Procedures

A Member attending his or her own disciplinary proceeding shall not receive any overtime because of hours directly or indirectly involved therein, except if found innocent on all charges.

SECTION 8 - School and Training Classes

Any Member who is assigned to the 7:00 a.m. - 3:00 p.m. tour or whose tour has been shifted as provided in Article III, Section 1 (e) and who, instead, attends a training school or class on the same day between the hours of 9:00 a.m. and 5:00 p.m. or 8:00 a.m. and 4:00 p.m., shall not be entitled to overtime compensation, except that new recruits in the Police Academy, as long as they are in County Police custody, shall earn no extra compensation even if they are required to spend in excess of 40 hours per week in training. If a new recruit works in excess of 40 hours outside the Police Academy, then said Member shall be compensated accordingly.

SECTION 9 - Payback Time

Members assigned to work the twelve hour steady tour chart (Chart Orange) will be required to work an additional Twenty hours of time. The Police Commissioner must assign the hours to be worked, hours will be assigned between January 1st and December 31st. Hours shall not be carried into the next year, except for the circumstances set forth in the last sentence of this paragraph. The member will receive a minimum of two weeks’ notice that he/she is required to work, unless the member agrees to work with less notice. Payback time will not be assigned on days in the middle of the member’s days off, unless the member consents to the assignment. Members who are assigned to work on a holiday on payback time shall have their time deducted at a rate of 1.5 hours for every hour worked. The
Twenty hours of payback time shall not be divided more than four times. Members who were assigned to work on payback time as described above and refuse to work said payback time shall have that amount of payback time carried over into the next year.

**ARTICLE IV**

**SALARIES**

**SECTION 1** - The Members shall receive salaries as set forth in Exhibit “A” attached hereto.

**SECTION 2** - Patrolmen promoted to Sergeant and Sergeants promoted to Lieutenant shall receive on promotion a salary equal to that set forth in Exhibit “A”.

**ARTICLE V**

**HOLIDAYS AND HOLIDAY COMPENSATION**

**SECTION 1** - Holidays - All Members shall be entitled to the following holidays, which shall be enumerated before a Member picks his vacation:

- New Year’s Day
- Martin Luther King Day
- President’s day
- Memorial Day
- Flag Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Election Day - first Tuesday after the first Monday in November
Thanksgiving Day

Day after Thanksgiving Day

Christmas Day

SECTION 2 - Holiday Compensation

All Members hereunder shall receive their regular compensation for all of the aforesaid holidays and, in addition thereto, all Members hereunder shall receive compensation, to be deemed overtime compensation, at the hourly rate of pay for each of the aforesaid holidays whether the member shall be required to work said holiday or not. A Member who is required to work on a holiday shall receive one-half (1/2) hour pay in addition to the holiday compensation specified heretofore in this Section for all hours worked on the holiday. In view of the variable dates of holidays, the additional pay for holiday work shall accrue only to those members who actually worked on the day on which the holiday is actually celebrated; provided, however, that for the purposes of such additional pay, a holiday will be deemed to commence at 11:59 p.m. of the day prior to the day the holiday is actually celebrated and shall be deemed to end at 11:59 p.m. on the day the holiday is actually celebrated, it being recognized that the normal working day begins at 11:59 p.m. and ends the following 11:59 p.m.

SECTION 3 - Reservation of Rights

Nothing contained herein shall affect the right of the head of the Department to require any Members to work on any of the holidays enumerated herein.

SECTION 4 - Additional Paid Holidays

When the Mayor or, in his/her absence, his/her designated representative, declares a holiday for Village employees due to an emergency or for other reasons, the Members who have reported to work prior to such declaration or actually worked thereafter shall have such time
worked payable at the option of the Village Board on either a cash basis or as compensatory time. Compensation shall be at the rate of one (1) hour’s pay for each one (1) hour worked. The provisions of this Section shall not apply to any Member who did not actually work on the declared holiday, nor shall the provisions of this Section apply on those days when, by custom (e.g., Christmas Eve, New Year’s Eve), the Village offices are closed at midday.

SECTION 5 - Time of Payment for Overtime Holiday Compensation

Payment for overtime holiday compensation shall be as follows:

(a) Seven (7) days pay in June of each year.

(b) Six (6) days pay in December of each year.

(c) Payment of accrued half days of pay shall be made in January of each year for the holidays actually worked in the preceding year.

SECTION 6 - Compensation under Policeman’s and Fireman’s Retirement System

Any amount received as holiday compensation pursuant to the terms of this agreement shall be regarded as salary or compensation for all of the purposes of the New York State Policeman’s and Fireman’s Retirement System.

SECTION 7 - Rate of Holiday Overtime Compensation

All overtime worked on a holiday, which is required by the Village and does not constitute a voluntary tour (or part thereof) or a scheduled tour (or part thereof), shall be paid at the overtime rate for holidays, which shall be one-half (½) hour pay for each hour worked on that holiday in addition to the holiday compensation specified in Section 2 of this Article and pursuant to Article III, Section 2, except when a member works overtime into or out of a holiday from or to a non-holiday, in which event the overtime shall be paid at the regular overtime rate.

Additionally, Memorial Day Parade Detail shall constitute a voluntary overtime tour of duty.
ARTICLE VI

VACATIONS

SECTION 1 – Member’s Vacations

Vacation with pay shall be granted as follows (based on an eight (8) hour working day):

(a) Less than five (5) years of continuous service - twenty (20) working days;

(b) After completing five (5) years of continuous service twenty-seven (27) working days;

(c) After completing fifteen (15) years of continuous service - twenty-eight working days.

New Members hired after June 1, 1989 shall be granted vacation with pay as follows (based on an eight (8) hour working day):

Completion of 1 year of service - 12 days
Completion of 2 years of service - 15 days
Completion of 3 years of service - 18 days
Completion of 4 years of service - 20 days
Completion of 5 years of service - 23 days
Completion of 6 years of service - 27 days
Completion of 15 years of service - 28 days

(based on a twelve (12) hour working day)

Completion of 1 year of service - 8 days
Completion of 2 years of service - 10 days
Completion of 3 years of service - 12 days
Completion of 4 years of service - 13 days and 4 hours
Completion of 5 years of service - 15 days and 4 hours
Completion of 6 years of service - 18 days
Completion of 15 years of service - 18 days and 8 hours
SECTION 2 - Eligibility

Members shall become eligible for vacations during the calendar year in which the required length of service shall have been completed. However, a Member must have one (1) continuous year of service before receiving his full vacation time. Thereafter, vacation time shall be credited on January 1st of each year. In addition, a Member’s additional credits for five (5) or more years of continuous service shall be only credited on the anniversary date of such fifth year.

SECTION 3 - New Members

The authorized vacation period granted to Members with less than one (1) full year of service shall be one working day for every month of service. Such vacation may be taken by the Member any time subsequent to six (6) months after appointment and shall not be used prior thereto and the portion so taken shall be subtracted from his first year’s entitlement.

SECTION 4 - Termination of Services

A Member whose services are terminated for any reason except cause shall be entitled to vacation pay for the portion of the year actually worked pro-rated on a monthly basis which shall include time worked during the first year after his appointment, pursuant to limitations of Section 431 of the New York State Retirement and Social Security Law.

SECTION 5 - Additional Vacation Credit

A Member on vacation may sign on sick leave before the termination of the vacation period and shall be credited with additional vacation days for all days so designated, in cases of sick leave resulting from injuries determined by the head of the Department as being in the line or performance of duty.

SECTION 6 - Voluntary Work During Vacation
At the discretion of the head of the Department, Members who so desire may volunteer to work for a period of five (5) consecutive days during their annual vacations. Such work will be compensated at straight time, unless a member works in excess of their regular assigned tour hours, being twelve or eight hours. Such volunteers may be assigned to perform duties as designated.

SECTION 7 - Holidays Within Vacation Period

In the event a holiday falls within the vacation period of a Member, on a day which would otherwise be such Member’s scheduled work day, the Member shall, subject to approval of the head of the Department, be entitled to extend his vacation by one working day or receive the equivalent hours of compensatory time.

ARTICLE VII

SICK LEAVE

SECTION 1 - Sick Leave Credits

In the calendar year all Members shall be granted twenty-six (26), eight (8) hour, days sick leave with pay. Sick leave shall be cumulative without limitation. On the job injury shall in no event be chargeable against any sick leave hereunder. A member assigned to the twelve (12) hour tour chart may use up to three (3), twelve (12) hour personal days per year for family sick leave. A member assigned to an eight (8) hour tour chart may use four (4), eight (8) hour personal days for family sick leave. If any days are used they will be deducted from the member’s personal leave bank. The Commissioner of Police may request justification of the family illness when he/she has a reasonable belief that the request for such leave is not legitimate.
and he/she articulates that reasonable belief to the individual officer involved.

Members shall be granted one (1) additional personal leave day for each continuous six (6) month period wherein they have not taken sick leave. Time off for such personal leave days earned shall be governed by the rules appearing in Article X, Section 4.

SECTION 2- SICK LEAVE MANAGEMENT PROGRAM

Document dated April 9, 2010 is the negotiated SICK LEAVE MANAGEMENT PROGRAM, the document becomes a term and condition of employment and all of its sections are subject to the contractual grievance procedure.

SECTION 3 - Accumulation of Sick Leave

Upon retirement with service or disability pension or death in service, a Member or the Member’s legal representative shall be entitled to the cash value of accumulated sick leave to the extent of fifty (50) percent thereof, but in no case shall the payment exceed a total of two hundred (200) working days. Cash payment for accumulated sick leave shall, at the option of the Village Board of Trustees, be made in installments as below set forth or in a lump sum reasonably promptly following retirement. To qualify for a lump sum payment, a Member must notify the Village Clerk in writing of his or her desire therefor at least ninety (90) days prior to the close of the Village’s fiscal year immediately preceding the date of such Member’s intended retirement. In exercising such option, the Trustees shall take into account the preference of the retiring Member, the financial condition of the Village and its obligation to retired and retiring Members for payment of accumulated leave and termination pay. Installment payments shall be made as
follows: one-fifth (1/5) of the total entitlement at the time of retirement, and one-fifth (1/5) in the anniversary month of retirement in each of the succeeding four (4) years following retirement. No interest shall accrue or be paid on deferred sick leave payments and in no case shall cash entitlement for accrued sick leave be included in the base on which retirement benefits are determined.

Effective June 1, 1999, an accumulated sick leave payment shall not exceed two hundred ten (210) working days.

Effective June 1, 2001, an accumulated sick leave payment shall not exceed two hundred twenty (220) working days.

SECTION 4 - Sick Leave Donation Program for Serious and Catastrophic Illness or Medical Condition

1. A Member who has a minimum of thirteen (13) days accumulated sick leave standing to his/her credit, may, at his/her option assign up to five (5) such sick leave days in a calendar year to another Member who has exhausted all of his/her sick leave, annual leave, and personal leave, and compensatory leave because of a serious and catastrophic illness or medical condition. Whether an illness or medical condition is serious and catastrophic shall be the determination of the Commissioner of Police upon his review of competent medical reports. His determination shall not be arbitrary or capricious. A Member may only assign sick leave credits once in any calendar year and only in full day, eight-hour units to no more than two Members. The assignment of sick leave credits shall be made only on forms provided by the Village. Such assigned sick leave credits will be deducted from the donating Member’s sick leave accruals immediately upon notification to the Village.
(2) A Member who is assigned sick leave under this Section may not be credited with a total of more than one hundred fifty (150) days of such assigned sick leave credit. A Member will continue to earn and accrue annual and sick leave credits while utilizing assigned credits under this section.

(3) Any assigned sick leave credits not used by a Member prior to his/her first return to duty or upon the Member's separation from service shall be restored at the end of the calendar year to those Members who made the donations, on a pro rated basis.

ARTICLE VIII
HEALTH INSURANCE

SECTION 1 - Active Members

Members may elect individual or family coverage under the Empire Plan as provided by New York State. The Village will pay the total premium for individual or family coverage for such plan. In the event of death of Member, and to the fullest extent permitted by applicable law, rules or regulations, the Village shall continue such payments for coverage for the Member's surviving spouse until he or she remarries, and for the Member's dependent children subject to conditions of the plan.

Section 2 - Retired Members

Coverage under the State Wide Plan only is provided as follows:

(a) Members who retire on pension on or after June 1, 1975: The Village will pay 100% of the premiums for individual or family coverage, as may be appropriate. The Village shall not be obliged to make such 100% payment for a retired Member who has achieved age 65
or who is covered by any hospitalization plan of another employer but shall, in respect of such a retired Member, furnish such coverage and make such payments as may be required by applicable law, rule or regulation (under current requirements, the Village must pay 50% of the cost for individual coverage and 35% of the additional cost for family coverage for eligible retirees). The PBA and retired Members will comply with reasonable procedures established by the Village for the purpose of ascertaining whether coverage is furnished by another employer. If, because of its 100% payments for retirees under 65 who have no other coverage, the Village must pay 100% to retirees who are over 65 or who have other hospitalization, the PBA will indemnify the Village for the difference between the 100% and the minimum that the Village would otherwise be obligated to pay for retirees who are over 65 or who have coverage elsewhere.

(b) Members who retired prior to June 1, 1973, and whose retirement came after attaining fifty-five (55) years of age: The Village will pay 100% of the premiums for individual or family coverage, as may be appropriate.

(c) Members who retired between June 1, 1973 and May 31, 1975: the Village will pay 50% of the cost for individual coverage and 35% of the additional cost for family coverage. The balance of premium charges due must be borne by the Member.

(d) The Village shall not bear the cost of coverage for a retired Member’s family upon the death of such Member but shall, in respect of such family, furnish such coverage and make such payments as may be required by applicable law, rule or regulation.

ARTICLE IX

RETIREMENT BENEFITS

SECTION 1 - Retirement Plan

(a) The Twenty-Year Retirement Plan (§384-d) of the New York State Policemen’s
and Firemen’s Retirement System is provided for all members except for those who elected to
remain in the Twenty-five Year Plan (§384).

(b) The Village will continue to pay the full contribution under either Plan.

(c) One-sixtieth (1/60) of the final average salary is provided for each year of service after retirement eligibility only for those Members who were in the employ of the Incorporated

Village of Floral Park Police Department on June 27, 1967 and who elected on or before June 27, 1968 to avail themselves of the provisions of Section 384 (subdivision “f”) of the Policemen’s and Firemen’s Retirement System.

(d) Notwithstanding the provisions of this Section 1, the Village has made available to eligible members the benefits provided by Section 375-i of the Retirement and Social Security Law.

SECTION 2 - Final Average Salary

The Village, by the adoption, filing and approval of a resolution as provided by Section 330 of the Retirement and Social Security Law, shall elect to provide that “final average salary” shall be computed on the final year’s compensation as provided in Section 302 (subsection Nine-“d”) of the Retirement and Social Security Law.

SECTION 3 - Termination Pay

(a) Upon retirement with service or disability pension or death in service, a Member or the Member’s legal representative shall be entitled to Termination Pay equal to five (5) eight hour days pay for each one (1) year of such service thereafter.

(b) Termination pay shall be paid in the same manner as, and be subject to the same payment options, as accumulated sick leave pay (Article VII, Section 5 of this Agreement). No
interest shall accrue or be paid on the deferred Termination Pay payments and in no case shall the cash entitlement for accrued Termination Pay entitlement be included in the base on which retirement benefits are determined.

ARTICLE X

OTHER BENEFITS

SECTION 1 - Bereavement Leave

(a) Members shall be granted up to three (3) consecutive scheduled working days leave of absence with full pay upon the death of a spouse, son or daughter, father, mother, brother or sister, mother-in-law or father-in-law. If the fourth (4th) day is the day of the funeral, the fourth (4th) day shall also be granted.

(b) For the death of grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, brother-in-law, aunt, uncle, cousin, nephew, niece, or wife’s or husband’s grandparent, aunt, uncle, cousin, nephew or niece – one (1) working day. If any of the foregoing lived, at the time of his or her death, in the same household with the Member, the time allowance shall be increased to the same as provided in paragraph (a) above.

(c) Absence due to death in the family as herein provided shall not be charged to the Member’s allowance for sick leave. However, an additional two (2) days leave for death in the family may be granted in unusual cases at the discretion of the head of the Department. In the event such additional two (2) days leave is granted, two (2) days leave shall be charged to the allowance of the Member’s sick leave.

SECTION 2 - Child Rearing Leave
All permanent employees shall be entitled to child care leave without pay for a period of one (1) year with additional time allowable by consent of the Village. An employee may choose that any portion of the childcare leave be subtracted from his/her accrued sick leave so as to insure pay for that period of sick leave. For time spent on sick leave and five months thereafter, the employee shall be entitled to all the benefits he/she would ordinarily receive had he/she been on a pay basis.

SECTION 3 - Uniform and Equipment

(a) All items of uniform clothing will be provided. Lieutenants shall be issued winter topcoats equivalent to those presently in use by the Nassau County Police Department.

(b) Each Member hereafter joining the Department shall be provided with the initial set of required leather goods, billies and handcuffs.

(c) Effective June 1, 2001, a Member assigned by the head of the Department to perform duty in plainclothes shall receive, after each three (3) month continuous period of such assignment, a clothing allowance of two hundred thirty-one dollars and twenty-five cents ($231.25). Maximum clothing allowance shall be nine hundred and twenty-five dollars ($925.00)

(d) Effective June 1, 2005, maximum clothing allowance for plainclothes personal shall be One Thousand Twenty Five Dollars ($1025.00)

(e) Effective June 1, 2005, each Member shall receive an equipment and cleaning allowance at the rate of One Thousand One Hundred Twenty Five ($1125.00) Dollars.

(f) Effective June 1, 2007, each member shall receive an equipment and cleaning allowance at the rate One Thousand Two Hundred ($1200.00) Dollars.

(g) Effective June 1, 2008, each member shall receive an equipment and cleaning allowance at the rate of One Thousand Two Hundred Seventy Five ($1275.00) Dollars.
(h) Effective June 1, 2009, each member shall receive an equipment and cleaning allowance at the rate of One Thousand Three Hundred Fifty ($1350.00) Dollars.

(i) A Member shall be compensated for the loss or damage of personal wristwatch or eyeglasses when such loss or damage occurs as a direct result of performance of duty during an assigned tour of duty. Such loss or damage must be reported to the senior officer on duty prior to the end of the tour of duty on which the loss or damage occurred. The maximum compensation for loss or damage shall be limited to one hundred dollars ($100.00) for any reported occurrence.

(j) Uniforms and equipment issued by the Village shall be worn or used only while the Member is on duty or while reporting to or returning from same, and shall, upon request of the head of the Department, be returned to the Village upon termination of employment.

SECTION 4 - Personal Leave/Compensatory Leave

(a) Each Member shall be granted five (5) eight hour personal leave days per year. Members assigned to chart orange and who have extra vacation hours shall have the vacation hours added to their personal time. Example: A member who has 15 years of service shall add the additional eight (8) hours of vacation time to the additional four (4) hours of personal time, giving that member a total of four (4) twelve (12) hour personal Days. Each member will have their personal time calculated in the same manner. Personal leave days and compensatory leave shall be non-cumulative and shall be scheduled in advance subject to the approval of the head of the Department in consideration of the effect of such requested leave on existing work schedules and the overriding responsibility of maintaining an adequate patrol force on duty.

(b) Subject to the availability of other sergeants, the Village shall permit a sergeant to
take a personal day or compensatory leave day. If another sergeant or supervisor is available to work that tour, he or she shall be paid overtime only for replacing said sergeant unless requested to report before his or her regularly scheduled tour of duty in which event recall shall apply.

Effective June 1, 1999, a Sergeant may replace another Sergeant and be paid overtime, pursuant to this Section, up to a maximum of twelve full tours, or 24 half tours, per year during which no Lieutenant is on duty. A replacement of less than one-half (½) a tour shall be deemed a replacement of one-half (½) a tour and a replacement of one-half (½) a tour or more shall be deemed a replacement of one (1) whole tour. In addition, Sergeants may request additional tour replacements. The decision to grant those requests shall reside in the sole discretion of the Commissioner of Police and may not be arbitrated.

On or about June 1, 2001, either party may petition to have an Interest Arbitration Award issued with respect to this provision, which Award shall be effective June 1, 2001, or on such date, as the parties may agree.

Effective June 1, 2007 a Sergeant may replace another Sergeant and be paid overtime, pursuant to this section, up to a maximum of six (6) full tours, or 12 half tours, per year during which no Lieutenant is on duty.

SECTION 5 - Life Insurance and Death Benefit

(a) Effective June 01, 2006, the Village shall provide eighteen thousand ($18,000) dollars for the PBA to purchase life insurance coverage for all Members included in the bargaining unit, to include a family coverage rider as provided in this paragraph. Such life insurance coverage will be term insurance and can be supplemented by the PBA. Said sum shall be paid to the PBA at the beginning of each Village fiscal year unless the PBA requests otherwise. The insurance coverage will contain provisions for double indemnity in the event of accidental
death. The life insurance coverage for Members shall include a family coverage rider in the event that the PBA is able to offer such coverage that is equal to that provided for Members.

(b) The Village shall pay the guaranteed ordinary death benefit of not more than twenty thousand dollars ($20,000) provided for in Section 360-b of the Retirement and Social Security Law and death benefits provided for in Section 208-b and 208-c of the General Municipal Law.

SECTION 6 - Dental Plan

For the first year of the Contract (i.e. year commencing June 1, 1997) and for the second year of the Contract (i.e. year commencing June 1, 1998), the Village shall pay to the PBA six hundred dollars ($600) annually per Member to provide dental benefits in the PBA's discretion. In the third year of the contract (i.e. year commencing June 1, 1999), this benefit shall be increased to six hundred and twenty-five ($625) dollars annually. In the fourth year of the contract (i.e. year commencing June 1, 2000), this benefit shall be increased to six hundred and fifty ($650) dollars annually. In the fifth year of the contract (i.e. year commencing June 1, 2001), this benefit shall be increased to six hundred and seventy-five ($675) dollars annually.

Effective June 1, 2005, the Village shall increase its Dental contribution by an additional total lump sum of Five Thousand ($5000.00) Dollars per annum.

To the extent that such coverage is available, retirees shall be entitled to continue participation in this group dental plan provided the retirees pay the full cost thereof.

SECTION 7 - Funeral Expenses

The Village shall pay all reasonable funeral expenses incurred by the family of a Member who dies in the performance of duty. The maximum payment under this Section shall be three thousand five hundred ($3,500) dollars.
SECTION 8 - Cash Payment Entitlements

A Member of the force whose services are terminated for any reason except cause, or such Member's legal representative in the event of death, shall be entitled to cash payment of the monetary value of the Member's allowable unused vacation and that portion of accumulated compensatory time or its cash equivalent at the rate effective at the time of earning the compensatory time. Resignation with charges pending shall be considered termination with cause. In the case of death, compensatory time, whether or not it was originally capable of being chosen in cash, will be converted to cash and paid to the beneficiary.

SECTION 9 - Disciplinary Procedures

Charges and Specifications and all references thereto shall, at the request of the Member, be removed from the Member's personnel file if the Member is found not guilty of such departmental charges and specifications after an administrative hearing, or after a finding of guilty in a prior proceeding, is reversed by a court of competent jurisdiction.

SECTION 10 - Night Differential

All members shall receive a night differential as follows:

- Effective June 1, 2003: $4,200
- Effective June 1, 2004: $4,300
- Effective June 1, 2005: $4,400

Effective on the date that Chart Orange becomes effective, unit members who work between the hours of 3:00 pm and 7:00 am shall receive night shift differential for hours actually worked equal to ten (10) percent of base salary. The calculation excludes the member’s longevity. Night shift differential shall be paid on a monthly basis.
SECTION 11 - Subpoena Fees

A former Member shall be paid at straight time computed at the rate applicable at the time of separation from service in the Floral Park Police Department for each day testifying or, when requested by the Police Commissioner, assisting in criminal proceedings in which the former Member was involved as a Member of the Department.

SECTION 12 - Travel Time While Under Subpoena

A Member who is obligated by subpoena to testify during non-regular duty hours in a court, administrative or governmental proceeding in Manhattan or other more distant point outside Long Island, shall be paid for (4) hours straight time for travel provided the testimony concerns the Member's activities as an employee of the Department.

SECTION 13 - Meal Compensation

A meal allowance of eight dollars ($8.00) shall be paid to a Member (i) who works overtime for four (4) or more hours immediately prior to or immediately following a full tour of duty, or (ii) who is not on a regularly assigned tour of duty and is required to leave the County on Department business for four (4) or more hours.

SECTION 14 - Deferred Compensation Plan

The Village shall continue the deferred compensation plan administered by Mutual of America.

SECTION 15 - Optical Plan

For the first year of this Contract, commencing June 1, 1994, the Village and the PBA acknowledge that, the Village has made a certain payment for optical coverage and they agree that the Village shall not make any additional payment for that year. In the second year of the contract commencing June 1, 1995, the Village shall not make any payment for optical coverage for
Members or for retirees. In the third year of the contract commencing June 1, 1996, the Village shall pay to the PBA one hundred twenty dollars ($120) annually per Member and for each former Member who retired between June 1, 1991 and December 31, 1994. The Village and the PBA acknowledge that Members who retire after January 1, 1995 shall not be entitled to optical coverage.

SECTION 16 - Overtime and Paid Leave Computation

Effective June 1, 1997, sick leave and termination pay, Article VII, Section 4, and Article IX, Section 3, respectively, shall be calculated and paid to Members based upon a 232 day duty chart.

Effective June 1, 1999, holiday pay and overtime, Article V, Sections 2 and 7 and Article III, Section 2, respectively, shall be calculated and paid to Members based upon a 232 day duty chart.

Paid Leave accumulations shall be utilized on a first in/first out basis. Thus, for example, sick leave accruals in effect prior to June 1, 1997 will be utilized before sick leave accumulated thereafter.

SECTION 17 - Jury Duty

A member required to report for jury duty during a scheduled tour of duty shall receive full wages and compensation for that tour. Jury duty fees, excluding travel expenses, shall be remitted to the Village.

The parties agree to resolve any issue of jury duty for those members who work evening or night tours and are required to report for jury duty.

ARTICLE XI
GRIEVANCE PROCEDURE

SECTION 1 - Step One

A Member who claims to have a grievance shall, within fifteen (15) days of an alleged grievance, first attempt to resolve it informally by orally presenting the grievance to and discussing it with his immediate supervisor or, if not available, the next nearest supervisor available, who shall consult with the Commissioner of Police and conduct such investigation as he deems appropriate. The supervisor shall inform the Member of his decision within three (3) days after the grievance is presented to him.

SECTION 2 - Step Two

If the matter cannot be satisfactorily resolved informally, then within ten (10) days after the grievance is presented to the supervisor, the aggrieved Member shall present a statement in writing to the Commissioner of Police setting forth: (a) the activity alleged to give rise to the occurrence, (b) the specific provision of this Agreement which is alleged to have been violated, misapplied or misconstrued, (c) a brief summary of the facts relating to the grievance, and (d) the relief requested. The Commissioner of Police shall thereupon meet with the Member and make such investigations, as he deems appropriate. The Commissioner of Police shall then issue a written decision setting forth pertinent findings of fact, conclusions and supporting reasons within ten (10) days of receipt of the grievance.

SECTION 3 - Step Three

If the decision of the Commissioner of Police does not satisfactorily resolve the matter, the Member may, within five (5) days of receipt of said decision, present to the Village Clerk a written request that a meeting of a Labor/Management Committee be scheduled to review the grievance. Such meeting must take place within ten (10) days of said request. The Committee
shall be composed of the Commissioner of Police and the Trustee designated as the Police Commissioner (or, in his absence, any other Trustee designated by the Mayor) on behalf of the Village, and the aggrieved Member and the PBA President, or his designee. Both sides may have legal counsel present. Such meeting shall proceed on an informal basis in an attempt to resolve the grievance.

SECTION 4 - Step Four

If, as a result of the Labor/Management Committee meeting, the grievance is not satisfactorily resolved, the Member may demand that the grievance be submitted to arbitration before the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules. Such demand must be presented in writing to the American Arbitration Association within ten (10) days of the meeting and a copy of said demand must be presented to the Board of Trustees of the Village or its counsel. The arbitrator’s award shall be final and binding upon both parties.

The arbitrator’s fee shall be borne equally by the Village and the PBA.

SECTION 5 - Definition

For the purposes of this Article, a grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement, and shall not include matters relating to disciplinary action which is provided for in Article XII or any matter which may be pursued before an administrative agency.

SECTION 6 - Presentment of Grievance

All grievances shall be presented in the name of and processed by the aggrieved Member personally; however, at all stages of this grievance procedure, the Member may be represented by legal counsel.
SECTION 7 - Time Limits

Prescribed time limits shall be considered as statutes of limitations. If a decision is not rendered at any level within the prescribed time, the Member may proceed immediately to the next level of the procedure and must proceed within the prescribed time limit, assuming that a decision would have been rendered on the last possible day. “Days” shall mean all days other than Saturdays, Sundays and legal holidays.

ARTICLE XII

DISCIPLINARY PROCEDURES

SECTION 1. The Village has the right to discipline Members for just cause by reprimand; fines; loss of vacation or personal days, suspension without pay, demotion or dismissal except that Members who have not completed twelve months service may be disciplined or discharged by the Village in its sole discretion without recourse to the grievance and arbitration provisions of this Agreement. A Member who has completed twelve months service has the right to grieve any discipline, with or without a representative of the PBA, free from interference, coercion, restraint, discrimination or reprisal in the following manner.

Effective June 1, 2005, Subject to the timely filing of an appeal, no Fines or Penalties shall be assessed until the case has proceeded through Arbitration.

REVIEW PROCEDURES

Step 1. Within fifteen days after discipline is imposed, a Member may grieve it by written request to the Police Commissioner. The written request shall set forth the facts relative to the grievance. The Police Commissioner shall discuss the grievance with the Member and PBA representative, if any, and make such investigation as he deems appropriate. Within ten days after presentation of the grievance, the Police Commissioner shall give his answer in writing to the
Step 2. If the grievance is not settled in Step 1, the grievance may within ten days after the answer in Step 1 be presented in writing to the Trustee who is responsible for the Police Department or any other Trustee designated by the Mayor. The written request shall set forth the facts relative to the grievance. The Trustee shall discuss the grievance with the Member and PBA representative, if any, and make such investigation as the Trustee deems appropriate. Within ten days after presentation of the grievance, the Trustee shall give his answer in writing to the Member.

SECTION 2. Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed barred. Failure on the part of the Village to answer a grievance at any step shall not be deemed acquiescence thereto and the Member may proceed to the next step.

SECTION 3. Days shall mean all days other than Saturday, Sunday and legal holidays.

ARBITRATION

SECTION 4. If the grievance is not satisfactorily resolved, the Member may demand that the grievance be submitted to arbitration before the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules. Such demand shall be presented in writing to the American Arbitration Association within ten (10) days after completion of Step 2 and a copy of the demand shall be sent to the Board of Trustees or its labor counsel.

SECTION 5. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

SECTION 6. The award of the arbitrator shall be final and binding upon the Village, the PBA and the Member.

SECTION 7. The arbitrator has the power to restore to the Member all or any part of a fine or
benefit taken away, reinstate any discharged employee with or without back pay or remove any written reprimand in the event the arbitrator finds the discipline imposed was not for just cause.

SECTION 8. Any disposition of a grievance which is not referred to arbitration within the time limit specified shall be deemed barred.

SECTION 9. This grievance and arbitration procedure shall take the place of the disciplinary procedures provided in Section 75 of the Civil Service Law or in any other law.

ARTICLE XIII

PROHIBITION AGAINST STRIKES

The PBA and the Village recognize that strikes and other forms of work stoppage by employees are contrary to the law and public policy. The PBA and the Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the normal work assignments necessary to the operation of the Village. The PBA therefore agrees that there will be no strikes, work stoppages, slowdowns or other concerted refusals to perform work or any instigation thereof by employees. The Village and the PBA agree to bargain in good faith and use no tactics which may be deemed an unfair labor practice.

ARTICLE XIV

SEVERABILITY

In the event any provision of this Agreement is adjudged in conflict with any law, ordinance or regulation of the State or Federal government or any department thereof, said provision shall be null and void but all other provisions of this agreement shall remain in full force and effect.

ARTICLE XV
DURATION AND FUTURE NEGOTIATIONS

SECTION 1 - Duration

This agreement shall remain in full force and effect for the period June 1, 2006 through and including May 31, 2010.

SECTION 2 - Reopening Provisions

The Village and the PBA agree that, at the request of either party, discussion shall take place between the parties to determine whether or not permissive legislation passed by the State, which will benefit PBA Members, shall be adopted by the Village.

SECTION 3 - Future Negotiations

The PBA agrees to present future contract demands and begin meaningful negotiations at least four (4) months prior to the expiration of this Agreement.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

SECTION 1 - Legislative Action

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

SECTION 2 - Animals

No Member shall be required to remove, to pick up, or to deal otherwise with dead or injured animals, or to pursue or to apprehend live animals unless the officer in charge deems such action necessary or appropriate.
SECTION 3 - PBA Activities

(a) Officers of the PBA, when engaged in PBA duties and excused from regular duty following written application to the head of the Department, shall be covered by the Hospitalization and liability insurance applicable to on-duty Members. Except as provided in subparagraph (b), PBA officers shall not engage in PBA activities during on-duty hours.

(b) Upon written application to the Police Commissioner stating the time and location of the proposed business, the President of the PBA will be granted the necessary days off with pay for the required performance of his official PBA and Nassau Police Conference duties and responsibilities, up to twenty-five (25) days per year. Upon establishment of chart orange, the PBA shall be permitted twenty (20) days off for use by any PBA Officer at the PBA’s discretion, provided only one (1) officer per day is released. Release of more than one (1) officer per day shall require agreement of the Chief of the Department or his designee. For purposes of this paragraph, “day” shall mean “twelve (12) hour shift.”

(c) Members, who are also members of the PBA Negotiating Committee, shall be granted leave with pay at straight time rates while actually involved in fact-finding, mediation and arbitration during their regular duty hours.

SECTION 4 - Proration of Certain Benefits

A Member who is absent from duty for more than ninety (90) consecutive calendar days due to sickness or disability of any kind shall not, in respect of the period of absence, be entitled night differential, personal days, vacation, or allowances for equipment, cleaning or clothing. However, upon return to active duty, a Member shall be entitled to any unused vacation earned prior to the commencement of the period of absence. This provision shall not be construed to require a Member, who prior to a period of absence receives benefits subject to proration
hereunder, to reimburse the Village therefor by way of refund, offset against benefits earned after returning to active duty, or otherwise. In cases of on-the-job injuries, no proration shall be deducted. No officer (member) out on leave provided by General Municipal Law Section 207-c shall lose earned vacation.

SECTION 5 - Highway Squad Study

The Village and PBA agree to form a committee composed of representatives from the Village and the PBA to discuss possible implementation of a Highway Squad.

SECTION 6 - Steady Tour Study

The Village and PBA agree to form a committee composed of representatives from the Village and the PBA to discuss possible implementation of a Steady Tour.

SECTION 7 - Grievance Panel

The Village and the PBA shall create a Grievance Panel of three Members.

SECTION 8 - GML 207C

The Village and the PBA shall agree to a General Municipal Law 207C appeal procedure.

ARTICLE XVII

BILL OF RIGHTS FOR MEMBERS

SECTION 1

The following procedure is hereby established to govern the conduct and control of investigations by the Floral Park Police Department of possible disciplinary violations. The wide-ranging powers and duties given to the Police Department and its Members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions concerning the actions of Members. These questions often require immediate investigation by
Superior Officers designated by the Commissioner of Police of the Incorporated Village of Floral Park. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines are promulgated:

(i) The interrogation of a Member who is being investigated for a possible disciplinary violation shall be at a time when the Member is on duty at a reasonable hour, unless the exigencies of the investigation dictate otherwise.

(ii) The interrogation shall take place at a location designated by the investigating officer. Usually, it will be at Police Headquarters.

(iii) The Member shall be informed of the rank and name of the officer in charge of the investigation, as well as the rank and name of the interrogating officer and of all persons present during the interrogation.

(iv) The Member shall be informed of the nature of the investigation before any interrogation commences. The information must be sufficient to reasonably apprise the Member of the nature of the allegations. If it is known that a Member being interrogated is the target of a criminal investigation or a witness only, he should be so informed at the initial contact.

(v) The questioning shall not be unreasonably long, with rest periods being called periodically for personal necessities, meals, telephone calls and rest.

(vi) The Member shall not be threatened with transfer, dismissal or other disciplinary punishment as a means of obtaining information concerning the incident under investigation. No promise of reward shall be made an inducement to answering questions.

(vii) If a member is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.

(viii) Except as provided in (vii) immediately preceding, the law imposes no
obligation, legal or otherwise, on the Department to provide an opportunity for a Member to consult with counsel or anyone else when questioned by a Superior Officer about his employment or matters relevant to his continuing fitness for Police service. Nevertheless, in the interest of maintaining the usually high morale of the Force, the Department shall afford an opportunity for a Member, if he so requests, to consult with counsel and/or with a representative of the Association before being questioned concerning a serious violation of the Rules and Regulations if he is a target, provided the interrogation is not unduly delayed. However, in such cases, the interrogation may not be postponed for purposes of consultation past 10:00 a.m. of the day following the notification of interrogation. The Member shall have the right to his counsel and/or Association representative present to assist him during the interrogation. This does not prohibit the right of the Department to request a letter from a Member who is a witness or is accused of a minor violation of the rules and regulations.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ______ day of April, 2010.

INCORPORATED VILLAGE OF FLORAL PARK (SEAL)

By [signature]
Mayor

FLORAL PARK POLICE BENEVOLENT ASSOCIATION, INC. (SEAL)

By [signature]
PBA President
### EXHIBIT “A”

#### SALARY SCHEDULE

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New members hired after 6/1/09:

#### SALARY SCHEDULE

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<td>72,029 74,911</td>
<td>77,907 81,023</td>
<td>77,907 81,023</td>
<td>77,907 81,023</td>
<td>Two years</td>
</tr>
<tr>
<td>4</td>
<td>79,746 82,936</td>
<td>86,253 89,704</td>
<td>86,253 89,704</td>
<td>86,253 89,704</td>
<td>Three years</td>
</tr>
<tr>
<td>5</td>
<td>87,469 90,968</td>
<td>94,607 98,391</td>
<td>94,607 98,391</td>
<td>94,607 98,391</td>
<td>Four years</td>
</tr>
<tr>
<td>6</td>
<td>95,193 99,001</td>
<td>102,961 107,079</td>
<td>102,961 107,079</td>
<td>102,961 107,079</td>
<td>Five years</td>
</tr>
</tbody>
</table>

(a) Annual Increments: Annual increments shall become effective in the first biweekly pay period following the member’s anniversary date of such completed service. All salary payments (e.g., biweekly paychecks, overtime, holiday pay, etc.) shall be based on a two hundred thirty-two (232) day work year.
(b) Longevity

(i) A member shall be entitled to an annual longevity payment, in addition to the salary indicated above, in accordance with the following table:

<table>
<thead>
<tr>
<th>Years of completed service</th>
<th>Effective 06/01/06</th>
<th>Effective 06/01/07</th>
<th>Effective 06/01/08</th>
<th>Effective 06/01/09</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>1,800</td>
<td>1,900</td>
<td>2,000</td>
<td>2,100</td>
</tr>
<tr>
<td>7</td>
<td>1,800</td>
<td>1,900</td>
<td>2,000</td>
<td>2,100</td>
</tr>
<tr>
<td>8</td>
<td>1,800</td>
<td>1,900</td>
<td>2,000</td>
<td>2,100</td>
</tr>
<tr>
<td>9</td>
<td>1,800</td>
<td>1,900</td>
<td>2,000</td>
<td>2,100</td>
</tr>
<tr>
<td>10</td>
<td>2,000</td>
<td>2,100</td>
<td>2,200</td>
<td>2,300</td>
</tr>
<tr>
<td>11</td>
<td>2,200</td>
<td>2,300</td>
<td>2,400</td>
<td>2,500</td>
</tr>
<tr>
<td>12</td>
<td>2,400</td>
<td>2,500</td>
<td>2,600</td>
<td>2,700</td>
</tr>
<tr>
<td>13</td>
<td>2,600</td>
<td>2,700</td>
<td>2,800</td>
<td>2,900</td>
</tr>
<tr>
<td>14</td>
<td>2,800</td>
<td>2,900</td>
<td>3,000</td>
<td>3,100</td>
</tr>
<tr>
<td>15</td>
<td>3,000</td>
<td>3,100</td>
<td>3,200</td>
<td>3,300</td>
</tr>
<tr>
<td>16</td>
<td>3,200</td>
<td>3,300</td>
<td>3,400</td>
<td>3,500</td>
</tr>
<tr>
<td>17</td>
<td>3,400</td>
<td>3,500</td>
<td>3,600</td>
<td>3,700</td>
</tr>
<tr>
<td>18</td>
<td>3,600</td>
<td>3,700</td>
<td>3,800</td>
<td>3,900</td>
</tr>
<tr>
<td>19</td>
<td>3,800</td>
<td>3,900</td>
<td>4,000</td>
<td>4,100</td>
</tr>
<tr>
<td>20</td>
<td>4,000</td>
<td>4,100</td>
<td>4,200</td>
<td>4,300</td>
</tr>
<tr>
<td>21</td>
<td>4,200</td>
<td>4,300</td>
<td>4,400</td>
<td>4,500</td>
</tr>
<tr>
<td>22</td>
<td>4,400</td>
<td>4,500</td>
<td>4,600</td>
<td>4,700</td>
</tr>
<tr>
<td>23</td>
<td>4,600</td>
<td>4,700</td>
<td>4,800</td>
<td>4,900</td>
</tr>
<tr>
<td>24</td>
<td>4,800</td>
<td>4,900</td>
<td>5,000</td>
<td>5,100</td>
</tr>
<tr>
<td>25 and over</td>
<td>5,000</td>
<td>5,100</td>
<td>5,200</td>
<td>5,300</td>
</tr>
</tbody>
</table>

(ii) Years of completed service shall only include time served as a member of the Police Force of the Village of Floral Park on a full time pay status or while on military leave of absence pursuant to Section 243 of the Military Law of New York. Longevity payments shall become effective on the first day of the next bi-weekly pay period following the employee's anniversary date of such completed service.