LABOR AGREEMENT

VILLAGE OF LARCHMONT, NEW YORK
AND
LARCHMONT POLICE BENEVOLENT ASSOCIATION, INC.
COVERING
POLICE DEPARTMENT

3 YEAR CONTRACT
JUNE 1, 2011 THROUGH MAY 31, 2014
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
</tr>
<tr>
<td>2</td>
<td>UNION SECURITY</td>
</tr>
<tr>
<td>3</td>
<td>UNION DUES DEDUCTIONS</td>
</tr>
<tr>
<td>4</td>
<td>EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT</td>
</tr>
<tr>
<td>5</td>
<td>SENIORITY</td>
</tr>
<tr>
<td>6</td>
<td>GRIEVANCE PROCEDURE</td>
</tr>
<tr>
<td>7</td>
<td>HOURS OF WORK</td>
</tr>
<tr>
<td>8</td>
<td>OVERTIME AND PREMIUM</td>
</tr>
<tr>
<td>9</td>
<td>HOLIDAYS</td>
</tr>
<tr>
<td>10</td>
<td>VACATIONS</td>
</tr>
<tr>
<td>11</td>
<td>SICK LEAVE</td>
</tr>
<tr>
<td>12</td>
<td>LONGEVITY PAY</td>
</tr>
<tr>
<td>13</td>
<td>EDUCATIONAL DEVELOPMENT</td>
</tr>
<tr>
<td>14</td>
<td>FUNERAL LEAVE</td>
</tr>
<tr>
<td>15</td>
<td>UNION BUSINESS LEAVE</td>
</tr>
<tr>
<td>16</td>
<td>UNIFORMS AND CLOTHING</td>
</tr>
<tr>
<td>17</td>
<td>INSURANCE AND PENSION</td>
</tr>
<tr>
<td>18</td>
<td>MANAGEMENT RIGHTS</td>
</tr>
<tr>
<td>19</td>
<td>VALIDITY CLAUSE</td>
</tr>
<tr>
<td>20</td>
<td>UNION BULLETIN BOARD</td>
</tr>
</tbody>
</table>
This agreement entered into between the Village of Larchmont, New York, hereinafter
designated as the “Village” and the Larchmont Police Benevolent Association, Inc., hereinafter
designated as the “P.B.A.” and acting herein on behalf of said P.B.A. and on behalf of the
employees identified in Article 1 below, now employed and hereinafter to be employed in the
Police Department of the Village and collectively designated as the “Employees”.

Since the parties desire to enter into an Agreement relating to wages, hours, and other
conditions of employment which will provide methods of harmonious cooperation between the
Village and the Employees, and to that end, accomplish fair and peaceful adjustment of any
disputes which may arise, without interruption of operations, the parties agree as follows:

ARTICLE 1
RECOGNITION

The Village recognizes the P.B.A. as the sole and exclusive bargaining agent for all
members of the Police Department with authority to exercise police powers, except the Chief of
Police.

ARTICLE 2
UNION SECURITY

Section 1. Each employee who is a member of the P.B.A. shall maintain his membership in
the P.B.A. All new Employees may, within 90 days, apply for membership in the P.B.A. If any
Employee does not join the P.B.A., the following rules of the Agency Shop shall apply.

Section 2. The Village recognizes the form of union security known as “Agency Shop”. Future Employees who are not members of the Union and who do not make application for
membership within ninety (90) days after commencement of their employment, or in the case of
present Employees, within thirty (30) days after the execution of this Agreement, shall as a
condition of employment have deducted from their wages for payment to the Union by the
Village, an amount of money (to be called the “Agency Shop Fee”) equal to the regular Union
dues, as a contribution towards the administration of this Agreement. The Union shall be solely
responsible to account to such Employees for the receipt and disbursements of all funds collected
pursuant to this paragraph, and shall indemnify and hold the Village harmless from all loss and
liability, including without limitation, all costs of defense on account of any claim asserted by
any person relating to the collection, disbursement or purposes for which such funds may or shall
be used. Notwithstanding the foregoing, this section shall not be construed to prevent the
Village Counsel from appearing or participating in any litigation to which the Village is a party.
Deductions shall be made commencing on the first payroll following the end of the respective
ninety (90) or thirty (30) day period for application for membership.
ARTICLE 3

UNION DUES DEDUCTIONS

The Village agrees to deduct from the paycheck of each Employee who has signed an authorization dues payment card the amount certified by an officer of the Union as Union Dues or Special Deductions. Deductions shall be made from the payroll bimonthly and the total dues collected will be delivered to the Treasurer of the Union within seven (7) days of such withholding. Said dues deductions will commence with the first full pay period following the date of adoption of this contract. In the case of any change in the amount of dues deductions (any increase in Union Dues) the Village will be so notified of the change, and said changes will be deducted from the member's paycheck on the next following pay period following notification of change.

ARTICLE 4

EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The Village shall give each present Employee, and to each Employee when he/she is hired, a copy of the Agreement.

ARTICLE 5

SENIORITY

Section 1. An Employee's seniority status in the department shall be determined according to the date of his/her appointment to his present rank. When two or more Employees of the same rank are appointed on the same day, the first name in order of appointment shall be the ranking officer.

Section 2. The seniority referred to above shall be exercised for assignment of vacation preference in the department.

Section 3. In the event of reduction in the force, layoff shall be in accordance with Westchester County civil service rules, as such rules may apply to the Village.

Section 4. The above definition of seniority shall be subject to the existing prevailing law and state civil service regulations and the state and county civil service rules, as such rules may apply to the Village.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. This procedure is established to seek an equitable resolution of problems that arise as a result of Employer-Employee relationship within the Police Department. The intent of the Grievance procedure shall be to settle Employee grievances on as low an administrative level as
possible so as to insure efficiency and maintain employee morale.

Section 2. Definition

A grievance for the purpose of this procedure shall be considered to be an Employee complaint or P.B.A. complaint concerned with:

(a) Discharge, suspension or other disciplinary action against an Employee covered by this Agreement. An employee who exercises his/her option to grieve pursuant to this Article waives their right to proceed under the provisions of Section 5711-q of the Unconsolidated Laws.

(b) Application and interpretation of the articles and sections of this Agreement.

Section 3. Time Extensions

Time extensions beyond those stipulated in the Agreements following in this procedure may be arrived at by mutual agreement of the parties concerned.

Section 4. Any aggrieved Employee may use this grievance procedure with P.B.A. assistance.

Step #1

Any department Employee may, with a P.B.A. representative, discuss his grievance with his/her immediate supervisor, or at the level of the origin of the grievance. The grievance shall be filed within fifteen (15) working days of the time of the grievance or the time the grievant became aware of the facts giving rise to the grievance.

Step #2

If the supervisor and the P.B.A. cannot reach an agreement on the grievance, the grievance shall be transposed into writing, signed by the aggrieved and his representative, and submitted within fifteen (15) working days of the submission of Step #1 to the Chief of Police who shall use his best efforts to settle the dispute. The Chief of Police shall submit his/her decision in writing to the aggrieved Employee and his representative within seven (7) calendar days of the receipt of the grievance.

Step #3

If the aggrieved Employee and his/her representative are not satisfied with the decision rendered by the Chief of Police, the Employee and his/her representative shall submit the grievance in writing to the Mayor within fifteen (15) calendar days of the receipt of the written response. The Mayor shall within fifteen (15) calendar days of the receipt of the grievance, submit his decision in writing to the complainant and his representative.
Step #4

(a) If the grievance shall not have been disposed of to the satisfaction of the aggrieved, the P.B.A. may submit it to an arbitrator within ten (10) calendar days after receipt of the Mayor's decision. Only the P.B.A. shall have the authority to submit a grievance to arbitration. The arbitrator shall be selected from a list supplied by the American Arbitration Association and shall be appointed in accordance with the then prevailing rules of that Association.

(b) The decision of the arbitrator shall be final and binding on all parties, except that the arbitrator shall have no authority to add to, enlarge upon, subtract from or in any way modify the terms of the agreement or make any recommendations thereunto.

(c) It is understood and agreed that questions involving changes in the terms and provisions of this Agreement or the terms and provisions to be included in any subsequent agreement, the Village's Management functions (except as specifically relinquished or abridged by this Agreement) and a general wage increase are specifically excluded from the grievance procedure or arbitration thereunder. Regardless of the outcome of any matter submitted to arbitration, the fees of the arbitrator shall be borne equally by the Village and the P.B.A.

ARTICLE 7

HOURS OF WORK

Section 1. Work Schedule

The Village will implement the following fixed tours of duty for all employees assigned to patrol duties:

  a) Midnight Tour: 2255 hrs. - 0655 hrs.
  b) Day Tour: 0655 hrs. - 1455 hrs.
  c) Evening Tour: 1455 hrs. - 2255 hrs.
  d) Relief Squad: 1455 hrs. - 2255 hrs. and 2255 hrs. - 0655 hrs.

The work assignments of all employees within the tours of duty, as set forth above, shall be at the discretion of the Village. The commencement time of each tour of duty may be changed on an annual basis in the discretion of the Chief of Police upon reasonable notice to the P.B.A.

The "A", "B", and "C" line tours of duty shall work five (5) consecutive days on, followed by two (2) consecutive days off, followed by five (5) consecutive days on, followed by three (3) consecutive days off and repeat the cycle (5/2, 5/3, 5/2, 5/3).

It is agreed and understood that employees on the "D" line tour of duty shall work three (3) evening tours followed immediately by two (2) midnight tours and then have three (3) consecutive days off. The following work week would consist of two (2) evening tours...
followed immediately by three (3) midnight tours and then have two (2) consecutive days off. It is further agreed and understood that employees working on the "D" line tour of duty will work the same amount of appearances, and therefore hours, as employees in the other lines (A, B & C). It is further agreed and understood that because employees in the "D" line do not have the normal sixteen (16) hours scheduled time off between their last evening and first midnight tour of the week, their consecutive days off will be sixteen (16) hours longer, in practice, than those employees working in the other lines (A, B or C). Please see the attached work schedule.

At the discretion of the Chief of Police and manpower permitting, there may also be employees who serve as relief personnel. The relief employee(s) shall be selected through volunteer(s) first (1st). In the event there are insufficient volunteers, the requisite number of employees, as determined by the Chief of Police, shall be assigned as relief employees. No relief employee shall be required to work more days than the attached work schedule.

The bidding of tours shall be done by seniority, in title, starting on or about October 1st and closed on or about October 30th of each year for the ensuing calendar year, commencing on or about January 1st. In the event that there is an insufficient number of volunteers based upon seniority, in title, the Chief of Police may assign employees in the inverse order of seniority, in title, consistent with the employee's 2nd and 3rd choices, if possible, until the staffing level determined by the Chief of Police has been achieved. All employees shall select a first (1st), second (2nd), third (3rd) and fourth (4th) choice. (Example: 1st choice "A" line, 2nd choice "B" line, 3rd choice "C" line, and 4th choice "D" line.)

Upon receipt of all biddings for tours of duty, the Chief of Police will assign officers to a tour of duty which he determines, in his sole discretion, to be in the best interest of the Department.

Management retains the prerogative with this or any other work chart to assign personnel, upon proper notice, to duty tours that serve the best interest of this department, and the community it serves, and may do so in its sole discretion. Factors which may be considered in reassigning personnel shall include, but not be limited to: an employee's compatibility with other members of the bid squad, compatibility with the squad's assigned supervisor, compatibility with the hours bid, sick time use record, disciplinary record, an excess of inexperienced or junior officers on a bid tour, and compatibility with specialized assignments and skills which may be deemed necessary on the tour requested.

The Chief of Police's determination of an officer's tour(s) of duty or decision to assign or reassign an officer to a tour of duty other than the one requested by an officer shall be subject to challenge in a grievance proceeding. The standard of review in arbitration shall be whether the Chief of Police's determination is without rational basis.

It is agreed and understood that any previously approved time off shall be granted to the employee filling the vacancy.

All employees shall be entitled to substitute (switch or swap) four (4) tours of duty with members of equal rank upon prior approval of the Chief of Police or his designee. Members swapping tours with other members shall assume all responsibilities and assignments of the
member swapped with, including ancillary assignments and specialty details, if compatible. If the member requesting such tour swap is incompatible with the member swapped with, the Chief in his sole discretion may deny such request. Any tour swaps in excess of four (4) per year shall be at the sole discretion of the Chief of Police.

Section 2.

(a) The normal daily work schedule of the Department shall be eight (8) hours per day consecutively worked.

(b) Employees shall be allowed thirty (30) minutes with pay for meals on each tour of duty.

(c) Employees shall be allowed two (2) fifteen (15) minute coffee breaks during each tour of duty.

Section 3.

When possible, the Village and/or the Police Chief shall notify the P.B.A. at least seven (7) days in advance of any change in working hours or conditions, except where such change is required because of an emergency or major disaster or other circumstances over which the Village or the Chief have no control.

Section 4.

Any employee required to actually report for jury duty for any qualified court will have their tour of duty changed to day tour for the duration of service and will be excused from duty to perform such service without penalty, loss of pay, loss of benefits, or loss of time for the duration of required service.

ARTICLE 8

OVERTIME AND PREMIUM

Section 1. Overtime Calculation: Overtime pay shall be paid in the following instances:

(a) All work performed (including requested stand-by alert except as provided in Section 3 below) in excess of the regularly scheduled daily working hours.

(b) All work performed (including requested stand-by alert as provided in Section 3 below) in excess of the regularly scheduled weekly working hours.

The overtime rate shall be calculated as follows: For regular overtime -- (annual salary + current longevity)/1992 hours x 1.5 (overtime to be calculated based upon previous 249 day work chart).
Section 2. Each employee who is required to work or otherwise remain on duty for a period more than one-half (0.5) hour in excess of regular working time, during any continuous twenty-four (24) hour period shall be compensated for such overtime at the regular overtime rate as calculated in accordance with Section 1. The foregoing compensation shall be for a minimum of four (4) hours of overtime, but the same shall not apply to an Employee called in early, within two (2) hours of a regular tour of duty, or to an Employee required to remain on duty for a period not in excess of two (2) hours beyond the completion of a regular tour of duty.

If an Employee who was called in completes the work for which he/she was called in prior to the expiration of the minimum four (4) hour period stated above, he/she may be assigned such duties as are appropriate to be performed during the balance of such period. If acceptable to the department, the Employee may leave at the completion of the work for which he was called in and need not perform the additional assignment, in which latter event he/she will be paid only for the time worked at time and one half (1.5) as calculated in accordance with Section 1.

Section 3. An Employee required to be on stand-by alert, shall keep in contact with Police Headquarters by telephone, and shall keep Headquarters advised of that Employee's whereabouts at all times. No additional compensation shall be paid for stand-by alert availability during the first two (2) such periods per month. However, Employees required to be on stand-by alert for more than two (2) such periods per month, shall be paid for the duration of such stand-by alert, in excess of two (2) periods per month at the overtime rate of compensation provided for them as calculated in accordance with Section 1.

Section 4. Employees who are requested to appear in court while off-duty shall be entitled to a guarantee of at least four (4) hours of pay at time and one half, as calculated in accordance with Section 1.

Section 5.

(a) Voluntary overtime shall be distributed equally with Employees with seniority being given the first opportunity to sign up for said voluntary overtime. It is understood that Employees who accept, refuse, or by disciplinary action are unavailable for such overtime will go the bottom of the overtime list until the list is exhausted and will then resume their place, by seniority, on the new voluntary overtime list.

(b) For purposes of this section, voluntary overtime shall be overtime for working details for which the Village has four (4) or more hours advance notice to allow the seniority list to be canvassed for overtime assignments.

Section 6.

Effective October 25, 2011, officers may elect to receive overtime compensation in the form of compensatory time. Employees may accumulate up to forty (40) hours of compensatory time at the overtime rate of time and one-half. Any overtime above forty (40) hours will be paid as overtime. Officers wishing to utilize compensatory time shall provide a written request to the Chief of Police. The use of this time is subject to the approval of the Chief of Police, who shall,
in his discretion, grant it or deny the request. All compensatory time earned and accumulated shall be used in the contract year in which it is earned. Any compensatory time not utilized shall be paid at the rate of pay in effect when earned, within two pay periods of the contract year in which it was earned (i.e., by the end of June of the following year).

ARTICLE 9

HOLIDAYS

Section 1. The Village shall pay for thirteen (13) days at straight time in lieu of holidays. Holidays shall accrue at the rate of two (2) for January and one (1) for every other month of the year.

Section 2.

(a) Holiday pay shall be distributed once each year, on the first payroll day in December for the calendar year just ending.

(b) Employees who leave the Village’s employ for any reason, such as resignation, discharge, retirement or death will have their holiday pay pro-rated on the basis of the number of months of employment in the calendar year with one day of holiday earned and paid for each completed month or major portion thereof in the calendar year in which termination occurs except January, for which two holidays will be credited. Payment will be made at the rate of pay at the time of termination.

Section 3. For purposes of holiday pay, a day of pay shall mean eight (8) hours of pay at the Employee’s hourly base rate of pay at the time of payment.

Section 4. Employees who work on Christmas Day, or the Evening Tour on Christmas Eve, or Easter Sunday, or Thanksgiving Day shall be paid two times the regular rate of pay in addition to holiday pay as stated in Section 1.

ARTICLE 10

VACATIONS

Section 1. Employees with less than one (1) year of service will receive one (1) working day of paid vacation leave for each completed month of service as of the end of that first calendar year.

Section 2. Employees with over one (1) year but less than five (5) completed years of service as of their anniversary date of employment in any year will receive fifteen (15) working days of paid vacation leave in that calendar year and thereafter until they complete five (5) years of employment.

Section 3. Employees with five (5) completed years of service but less than ten (10)
completed years of service as of their anniversary date of employment in any year will receive twenty (20) working days of paid vacation leave in the calendar year and thereafter until they complete ten (10) years of employment.

Section 4. Employees with ten (10) completed years of service or more as of their anniversary date of employment in any calendar year will receive twenty-five (25) working days of paid vacation leave in that calendar year and thereafter.

Section 5. For Employees hired after March 1, 1984 who reach ten (10) years of service or more as of their anniversary date of employment in any year, such Employees will receive twenty (20) working days of paid vacation leave. Effective January 1, 2000 employees hired on or after March 1, 1984 shall receive twenty-three (23) vacation days after ten (10) completed years of service.

Section 6. Upon termination of employment for any reason, Employees shall receive prorated vacation pay for paid vacation leave. Their vacation pay or leave shall be prorated on the basis of the number of completed months or major portion of a month of employment in the calendar year in which termination occurs as a fraction of twelve months. For example, three-twelfths for three months, five-twelfths for five months etc. For purposes of vacation pay at termination, a day of pay or paid leave shall mean eight (8) hours of pay at the Employee’s hourly base rate of pay at the time of termination. Effective June 1, 1996, the maximum payout upon retirement shall be limited to fifty (50) days for officers hired prior to March 1, 1984, and forty (40) days for officers hired after that date. Employees shall have the option to apply accrued vacation time, subject to the maximum accumulation levels set forth in this section, against the cost of their retiree health insurance in accordance with Section 167(5) of the Civil Service Law.

Section 7. Vacation wages shall be paid on twenty-one (21) days previous request, which request may be made at any time after posting of the vacation is schedule, but not earlier than thirty (30) days before the vacation is scheduled to commence. Employees are entitled to actual vacations and no Employee shall be required to accept money instead of vacation. Choice of vacation periods shall be according to seniority, so far as this is compatible with the proper operation of the Police Department. Despite the above provision, the final scheduling of vacations shall be at the discretion of the Chief of the Department. Vacation days may not be accumulated beyond two (2) years from the end of the calendar year in which they are earned.

Without prejudice to the rights of the Chief to determine the manpower needs of the department and subject to his right to recall an Employee from vacation, the month of December shall be treated, for vacation purposes, in the same manner as all other months.

ARTICLE 11

SICK LEAVE

Section 1. Employees shall be entitled to paid sick leave for non-duty connected injury or illness at the rate of thirteen (13) days at the start of each calendar year of employment. Employees hired after January 1 (the start of the calendar year) shall have their sick leave total
for the first year prorated on the number of completed months or major portion of a month of employment they will complete during that calendar year as a fraction of twelve (12) months and the total will be credited immediately upon the date of hire. Terminating Employees shall receive prorated sick leave pay as shown in Article 10 Vacations Section 6.

Effective January 1, 2005, Employees who leave the Department’s employ on any basis other than retirement shall be eligible for a maximum sick leave payout not to exceed the current year’s total allocation (13 days) less the actual number of sick days used during the calendar year.

Section 2.

Effective January 1, 2005 members shall contribute five (5) days (hereinafter designated as “extended sick leave”) per year to a sick day retirement bank for the purpose of reducing the member portion of the health insurance cost. The remaining eight (8) days shall be designated as “regular sick leave”. The extended sick days may be used by the member should he/she be affected by an extended illness which shall be defined as an illness or injury which results in the member’s absence from the Department exceeding ten (10) consecutive tours of duty and is of such a nature as requires hospitalization, on an inpatient or ambulatory basis, or confinement to one’s home. In addition to any restrictions and requirements applicable to a member of the department on the use of regular sick leave, each instance of extended sick leave shall be supported by medical documentation satisfactory to the Village. The Village reserves the right to require any officer requesting extended sick leave to submit to a medical examination by a medical practitioner appointed by the Village at the Village’s expense. Subject to the requirements for use of extended sick leave set forth herein, once an employee has been absent for ten (10) consecutive tours of duty! on regular sick leave, ten (10) days will be taken from the employee’s accrued extended sick leave bank and restored to the employee’s regular sick leave bank.

Section 3.

(a) Effective June 1, 2003 for all days of paid sick leave occurring after June 1, 1973 and not taken, such paid sick leave will be accumulated and any employee retiring shall be eligible to have no less than sixty-six and two-thirds percent (66-2/3%), and up to one hundred percent (100%) of the unused accumulated sick leave applied against the cost of his or her health insurance in accordance with Section 167(5) of the Civil Service Law. Effective June 1, 2003, any unused portion of accumulated sick leave, not to exceed thirty three and one-third percent (33-1/3%) of the unused accumulated sick leave, shall be paid to the employee at the time of his or her retirement.

(b) Effective January 1, 2005, any unused portion of all accumulated sick leave accrued prior to January 1, 2005, not to exceed thirty nine and one-half percent (39.5%) of said unused accumulated sick leave, shall be paid to the employee at the time of his or her retirement. The remaining sixty and one-half percent (60.5%), or such greater percentage determined by the officer shall be applied against the cost of his or her health insurance in accordance with Section 167(5) of the Civil Service Law.
(c) Effective January 1, 2005 for all days of regular sick leave earned after January 1, 2005 and not taken, such regular sick leave will be accumulated and any employee retiring shall be eligible to have no less than twenty percent (20%) and up to one hundred percent (100%) of the unused accumulated regular sick leave applied against the cost of his or her health insurance in accordance with Section 167(5) of the Civil Service Law. Any unused portion of said accumulated regular sick leave, not to exceed eight percent (80%) of said accumulated regular sick leave, shall be paid to the employee at the time of his or her retirement.

(d) Effective January 1, 2005 for all days of extended sick leave earned after January 1, 2005 and not taken, such extended sick leave will be accumulated and any employee retiring shall be eligible to have no less than eight percent (80%) and up to one hundred percent (100%) of the unused accumulated extended sick leave applied against the cost of his or her health insurance in accordance with Section 167(5) of the Civil Service Law. Any unused portion of said accumulated extended sick leave, not to exceed twenty percent (20%) of said accumulated extended sick leave, shall be paid to the employee at the time of his or her retirement.

(e) Effective January 1, 2005 all sick days used will be charged against regular sick leave earned after that date. After all sick days earned after January 1, 2005 have been used, sick days will be charged against sick days accrued before January 1, 2005, if any.

Section 4. Because of the possibility of varied hours of work daily in the Police Department, a day of sick leave shall mean eight (8) hours base pay while the Employee is in the active employ of the Village. At retirement the value of the unused accumulated sick leave shall be determined by multiplying the current hourly base rate of pay (eight hours times the current hourly base rate) by the unused accumulated sick leave days total.

Section 5. With respect to any illness occurring after June 1, 1973, the affected Employee may use all paid sick days accumulated prior to June 1, 1973, before becoming subject to the post-June 1, 1973 provisions stated above.

Section 6. If, in the event of a serious illness or injury, an employee has exhausted all of his/her accumulated sick leave, the employee shall at his/her request, draw upon any and all accumulated vacation and compensatory leave time.

Section 7. Employees who suffer injury or illness while on duty performing police services shall receive a benefit equivalent to that provided in Section 207-c of the General Municipal Law.

Section 8. Catastrophic Sick Leave

Effective June 1, 2003, the Village Trustees shall be permitted, on a discretionary basis, to grant a retiring member of the Department up to a maximum of six (6) additional sick leave days per year of service, to a maximum of twenty years' service (120 days), to be utilized toward reducing the member's retiree health insurance contribution. Catastrophic sick leave shall be available for members who suffer from a prolonged illness which results in the member's long
term absence from the Department (exceeding ninety consecutive tours of duty) and is of such a nature as requires long term hospitalization or convalescent care. In order to be eligible for consideration for catastrophic sick leave, the member's illness must result in his/her retirement.

Section 9. Family Illness

Effective upon full ratification of the Memorandum of Agreement dated October 25, 2011, employees may utilize up to five (5) sick days per year for family illnesses which qualify for family medical leave under the Family and Medical Leave Act (FMLA). Employees utilizing paid sick days for FMLA purposes must remain in compliance with all sick leave policies applicable to personal sick leave usage such as home confinement policies.

ARTICLE 12
LONGEVITY PAY

Employees shall be entitled to annual payments based on length of service with the Village Police Department upon the following basis. Years of service shall be calculated based upon completed years of service as of the Employee's anniversary date of employment.

Section 1. Longevity pay shall be as follows:

a. Upon completion of 5-9 years of continuous service $1,250.00
b. Upon completion of 10-14 years of continuous service $1,375.00
c. Upon completion of 15+ years of continuous service $1,500.00

Section 2. Except when agreements are amended retroactively, all longevity payments earned in any fiscal year shall be paid in the first payroll period on or after July 1 in that fiscal year in one lump sum payment.

ARTICLE 13
EDUCATIONAL DEVELOPMENT

The Village and P.B.A. recognize that the furtherance of police service is enhanced by training and education of employees and to that end the following policy in connection with such training and education is hereby adopted. Employees hired prior to May 1, 1989 shall be eligible for the education benefits outlined in Section 1.

Section 1.

(a) Reimbursement to Employees of the Police Department for previously approved courses relating to Police Science or to Employees enrolled as degree students who are taking courses leading to a degree in Police Science shall be made as long as such Employees attain at least a "C" or better grade.
(b) The Village will reimburse the Employee for the cost of tuition charged by the institution for all approved courses after satisfactory completion as outlined in Section 1(a) above.

(c) The Village will reimburse the employee for the cost of all required instructional material for approved courses except books.

(d) Course work in the specified field of Police Science shall be subject to the prior approval of the Police Chief and the Board of Trustees.

(e) The maximum number of courses for which an employee may be reimbursed for in any one contract year shall be four (4).

Section 2. Employees hired on or after May 1, 1989 shall be eligible for the educational benefits outlined below:

(a) Employees shall be entitled to reimbursement for undergraduate courses previously approved in Police Science to a maximum of sixty-six (66) credits and a maximum of $175.00 per credit hour.

(b) The maximum number of courses for which an employee may be reimbursed for in any one contract year shall be four (4).

(c) To be eligible for reimbursement, the employee shall receive a grade of “C” or better.

(d) Reimbursement for graduate courses shall be at the sole discretion of the Village.

ARTICLE 14

FUNERAL LEAVE

Section 1. In order to permit participation in and attendance at a funeral service for a member of the immediate family of an Employee, a leave of absence without loss of pay shall be granted to the Employee not to exceed five (5) consecutive days.

Section 2. For purposes of this policy, the term “immediate family” shall be defined as: spouse, child, father, mother, mother-in-law, father-in-law, brother, sister, grandmother or grandfather.

Section 3. In the event of a line of duty death of a member of the bargaining unit, the Village shall pay all funeral expenses to a maximum of ten thousand ($10,000.00) dollars.
ARTICLE 15

UNION BUSINESS LEAVE

Section 1. The Village will recognize one Employee designated by the P.B.A. for the purpose of handling grievances and time so spent will be without loss of pay.

Section 2. The Village will release two Employees without loss of pay for the purpose of handling contract negotiations.

Section 3. The Village will permit time off with pay for the President of the Association or his designee, for up to ten (10) working days per contract year, for the purpose of attending functions of the Association and functions or meetings of other Police or Civil Service organizations. Such time off with pay shall be granted under the following conditions:

(a) Reasonable advance notice of such meetings must be given to the Chief, stating the name of the Employee who will be attending and the duration of his absence.

(b) No more than one Employee shall be absent on any one occasion for that purpose, except on approval of the Chief.

(c) Additional time off, without pay, for the purpose of this Article shall be granted at the discretion of the Chief, if, in his sole opinion, the operations of the department will not be impaired.

ARTICLE 16

UNIFORMS AND CLOTHING

Section 1. A uniform maintenance allowance of six hundred twenty-five dollars ($625) shall be paid each year to all Employees, except Patrolmen Detectives and Sergeant Detectives.

Section 2. Patrolmen Detectives and Sergeant Detectives shall receive a clothing allowance of seven hundred twenty-five ($725.00) dollars per year.

Section 3. The above allowance shall be payable on the date of the first Board of Trustees meeting in July of each fiscal year of the term of this agreement.

ARTICLE 17

INSURANCE AND PENSIONS

Section 1.

(a) The Village agrees to continue in full force and effect the present medical and hospitalization plan known as the Empire Plan. This benefit plan will be paid for by the Village for all Employees, their eligible spouses and eligible children. If Employees shall exercise their
option to transfer to another plan, the premium will be limited to the equivalent of the Statewide premium.

(b) The Village shall have the option to switch to comparable health insurance coverage, provided it consults with the P.B.A. and gives the P.B.A. ninety (90) days notice of its intention to switch coverages. The Village shall not change health coverage in the event that the Union challenges "comparable coverage" until an award is issued or one hundred and twenty (120) days after the Union files its demand for arbitration, whichever comes sooner. Grievances under this provision shall be submitted at Step #3 of the grievance procedure. If the Village switches coverage, they shall be obligated to pay under the current Civil Service statutory rate minimums plus the current percentage of the unused sick leave paid toward the members contribution.

(c) All employees hired before October 25, 2011, will, upon achieving the rank of Police Officer 1st or above, pay 25% of the current cost of health care provided by the Village for the employee. At no time will the total paid by each employee exceed $3,500.00 per calendar year. Deductions will be made from each regular payroll throughout the year (26 payrolls), and are to be made on a pre-tax basis in accordance with applicable Internal Revenue Service Regulations.

(d) Employees hired on or after October 25, 2011, will, upon achieving the rank of Police Officer 1st or above, pay 25% of the current cost of their health insurance which will not be subject to the cap applicable to officers hired prior to October 25, 2011. Deductions will be made from each regular payroll throughout the year (26 payrolls), and are to be made on a pre-tax basis in accordance with applicable Internal Revenue Service Regulations.

(e) Members of the unit who withdraw from the Village plan during the life of this Agreement shall receive $5,000 if they were covered by the family plan, and $2,500 if they were receiving individual coverage, provided they remain uncovered by such plan for a period of twelve (12) consecutive months. Employees must be enrolled in a particular plan for a period of one year in order to qualify for the corresponding payout for a particular plan. Nothing contained herein shall preclude a member from reentering the plan provided, however, that in the case of a member who reenters in less than twelve (12) months, no payment shall be made. Payments hereunder shall be made in the first pay period of December for the number of months uncovered.

(f) Effective October 25, 2011, officers who are receiving benefits pursuant to section 207-c of the General Municipal Law shall continue, during the period of time they are receiving such benefits, to also be entitled to continuation of their health insurance at the rate of contribution applicable to them pursuant to the collective bargaining agreement.

Section 2.

Guaranteed Ordinary Death Benefit - The Village has taken the necessary steps to elect to provide a guaranteed ordinary death benefit upon the death of a Police Officer intended to be benefitted by this Agreement, pursuant to Section 360(b) of the Retirement and Social Security
Law pertaining to Policemen and Firemen.

Section 3.

a. Retirement benefits are governed by the Retirement and Social Security Law of the State of New York as adopted by the Village of Larchmont.

As of the date of the execution of this Agreement, the Village provides each Employee in the bargaining unit retirement options pursuant to Section 384-d of the New York Retirement and Social Security Law:

The intent of this section is to memorialize which retirement plans are currently available to members who retire, and the parties do not intend to be bound by any increased or different benefits as a result of subsequent legislative amendments to the retirement plans currently provided by the Village.

b. The Village will pay 75% of the health insurance contribution for employees retiring after June 1, 2008, subject to the following conditions:

1. Effective June 1, 2008, an employee hired on or before that date must complete a minimum of ten (10) years of service with the Larchmont Police Department to qualify for this benefit, and all others hired on or before that date retiring with less than ten (10) years of service will receive a contribution of 50% per year to be paid by the Village.

2. Effective June 1, 2008, an employee hired after that date but before October 25, 2011 must complete a minimum of thirteen (13) years of service with the Larchmont Police Department to qualify for this benefit, and all others hired after June 1, 2008 but before October 25, 2011 retiring with less than thirteen (13) years of service will receive a contribution of 50% per year to be paid by the Village.

3. Conditions 1 and 2 will not apply in the case of an employee who retires due to a line of duty injury in accordance with the Retirement and Social Security Law.

4. Employees hired on or after October 25, 2011 who retire shall receive a contribution from the Village towards retiree health insurance coverage of 50% of the premium.

Section 4. Payment in Lieu of Dental Program

The Village shall make a lump sum annual payment to P.B.A. for each full-time Employee in the amount of $1,200.00 per employee.

This payment is in lieu of paying premiums for a dental program. The payment shall be made on the first payroll date on or after June 1.

Section 5. The Village shall provide life insurance or self-insure each member of $25,000 life
Section 6. Within a reasonable period of time of the execution of this Agreement, the Village shall implement a plan pursuant to Section 125 of the United States Internal Revenue Code.

ARTICLE 18

MANAGEMENT RIGHTS

The Union recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency is solely the responsibility of the Village. The Union further recognizes that the Village's rights include, but are not limited to, the right to direct its work force, to make all decisions as to the operation of the Village system and its work force, including, but not limited to, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement, and failure to assert any of these rights shall not be deemed to be a waiver thereof.

ARTICLE 19

VALIDITY CLAUSE

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable, by a court with competent jurisdiction or by the decision of an authorized governmental agency, such invalidation of any part or portion shall not invalidate the remaining portions thereof, while remaining provisions of the Agreement shall continue in full force and effect. Upon such invalidation, the parties agree to meet immediately and to negotiate substitute provisions for such parts or provisions rendered or declared invalid or illegal.

ARTICLE 20

UNION BULLETIN BOARD

The Village shall designate one bulletin board at the Police Headquarters for the purpose of posting notices concerning P.B.A. business and activities.

ARTICLE 21

PERSONAL LEAVE

Personal days off with pay may be taken upon request. Except in emergencies, the request shall be in writing to the Chief of Police and shall be submitted not less than forty-eight (48) hours prior to the requested day or days of absence. The total number of personal days off with pay shall not exceed six (6) days in any calendar year. At the end of each year, any such days not taken (not exceeding three (3) days) shall be credited for the purposes of accumulation at the then existing wage rate. These accumulations will be paid individually at termination of employment. Effective April 3, 1997, the maximum accumulation of personal leave days shall
be the greater of fifty (50) days or the amount accumulated on November 1, 1996.

Effective December 1, 1999 all members of the bargaining unit hired after that date shall receive five (5) personal days per year. In addition, those members hired after December 1, 1999 shall only receive payment for a maximum accumulation of twenty-five (25) unused personal leave days.

Employees shall have the option to apply accrued personal leave, subject to the maximum accumulation levels set forth in this Article, against the cost of their retiree health insurance in accordance with Section 167(5) of the Civil Service Law.

ARTICLE 22
GENERAL PROVISIONS

Section 1. All police department automobiles, as replaced, shall be replaced with air-conditioned automobiles.

Section 2. The general liability insurance policy of the Village will insure the police employees against claims for their alleged negligent acts in the course of their employment, which acts are claimed to have caused injury to third parties.

Section 3. The reimbursement rate for an employee authorized by the Chief, or a designated supervisor, to use a personal car for official business shall be thirty cents ($ .30) per mile.

ARTICLE 23
CONTINUING RIGHTS

Section 1. The Village retains all rights it had prior to the signing of this Agreement, except as such rights are specifically relinquished or abridged by this Agreement.

Section 2. All other rights and benefits of employment as well as all other employee benefit programs heretofore enjoyed by the employees, other than those specifically provided for or modified in this Agreement, are hereby protected by this Agreement. This provision shall be limited to mandatory subjects of collective bargaining.

ARTICLE 24
SALARY ADMINISTRATION

(a) The classifications and wage schedules in effect on May 31, 2011 shall be continued during this Agreement except that the wage scale shall be adjusted as follows:

- Effective 6/1/11 - 1.5% annual increase
- Effective 6/1/12 - 1.5% annual increase
Effective 6/1/13 - 1.5% annual increase

The annual in-grade salary increases shall equal the starting salary subtracted from the salary of a first grade patrolman at the time of employment, divided by four. Salary increments will be given on the employee's anniversary date of employment.

ARTICLE 25

DURATION

Section 1. The Agreement shall be in effect on June 1, 2011 and shall remain in effect through May 31, 2014.

Section 2. The renewal or renegotiation of this Agreement shall be subject to the procedures and rules in the Civil Service Law and other statutes pertaining to public employee relations.

Section 3. Negotiations shall be entered into within fifteen (15) calendar days of the receipt of a proper notice for the purpose of negotiating such renewal or renegotiation.

Section 4. IT IS AGREED BY AND BETWEEN THE PARTIES, THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW, OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 26

SICK LEAVE BANK

Effective June 1, 2000 there shall be a sick leave bank funded by contributions from bargaining unit members. The Village's role shall be limited to authorizing the transfer of sick leave of the same or greater value from one bargaining unit member to another. The bank shall be administered by the P.B.A. The P.B.A. shall hold the Village harmless from any claims or liabilities which result from the P.B.A.'s administration of the sick leave bank.

IN WITNESS WHEREOF, the parties have caused their names to be signed this 3rd day of February 2014.

VILLAGE OF LARCHMONT

LARCHMONT POLICE BENEVOLENT ASSOCIATION, INC.

[Signatures]

President

Vice President
| Squad 1 | M | M | M | X | X | M | M | M | M | X | X | M | M | M | M | X | X | M | M | M | M | M | M | M | X | X | X | X |
| Squad 2 | X | X | D | D | D | D | X | X | X | D | D | D | D | D | D | X | X | X | D | D | D | D | D | D | X | X | X | X | X |
| Squad 3 | D | D | D | D | D | D | X | X | X | X | X | D | D | D | D | D | X | X | X | D | D | D | D | D | D | D | D | X | X | X |
| Squad 4 | E | E | X | X | X | X | E | E | E | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Squad 5 | X | X | E | E | E | E | M | X | X | E | E | M | X | X | E | E | E | E | M | X | X | E | E | E | E | E | E | E | E | E | E | E | E | M | M |
### Village of Larchmont

**Police Department - Salary Schedule (1.50% Increase)**

June 1, 2011 - May 31, 2014

(PDA VOA - Approved "11 - "14)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Police Officer - 1st Starting</td>
<td>$42,000</td>
<td>$43,269</td>
<td>1.50%</td>
<td>$45,918</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officer - 4th</td>
<td>56,036</td>
<td>58,684</td>
<td>1.50%</td>
<td>67,642</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officer - 3rd</td>
<td>58,857</td>
<td>60,977</td>
<td>1.50%</td>
<td>71,156</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officer - 2nd</td>
<td>61,085</td>
<td>63,207</td>
<td>1.50%</td>
<td>74,799</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Officer - 1st (Top)</td>
<td>94,113</td>
<td>95,958</td>
<td>1.50%</td>
<td>98,412</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detective 2nd</td>
<td>97,348</td>
<td>100,290</td>
<td>1.50%</td>
<td>103,766</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detective 3rd</td>
<td>100,583</td>
<td>103,823</td>
<td>1.50%</td>
<td>106,475</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detective Sergeant</td>
<td>110,985</td>
<td>114,186</td>
<td>1.50%</td>
<td>137,037</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sergeant</td>
<td>108,584</td>
<td>110,524</td>
<td>1.50%</td>
<td>111,014</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lieutenant</td>
<td>121,950</td>
<td>123,977</td>
<td>1.50%</td>
<td>127,418</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Captain</td>
<td>128,021</td>
<td>127,912</td>
<td>1.50%</td>
<td>131,778</td>
<td>1.50%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>