

**Village of Muttontown
Warrants December 2023**

Resolution 23-	Amount	PO #	# of Lines
ACCUDATA PAYROLL #222, 223, 224	\$ 456,194.76		
Atlantic Blueprint	\$ 72.00	24-00285	4
Blue 360 Media	\$ 71.95	24-00269	1
Campos	\$ 3,000.00	24-00273	1
Cheyenne Rosenzweig	\$ 125.00	24-00258	1
Chica Landscaping	\$ 2,955.00	24-00286	4
Daniel Finley	\$ 54.00	24-00270	1
Eastern Horizon Services Inc	\$ 150.00	24-00257	1
Ferraris Auto Repair	\$ 1,829.95	24-00296	7
Flexible Systems	\$ 1,500.65	24-00298	1
General Code	\$ 1,195.00	24-00264	1
Global Commercial Cleaning	\$ 1,486.00	24-00278	2
Goodyear	\$ 654.02	24-00277	2
Harris Beach, PLLC (Retainer)	\$ 7,500.00	24-00262	2
Harris Beach, PLLC (Litigation)	\$ 20,102.50	24-00301	3
HSBC Commercial Credit Card 3565	\$ 1,087.03	24-00284	14
Municipal Valuation Services	\$ 8,670.00	24-00285	3
Nassau County Municipal Chiefs Association	\$ 100.00	24-00285	2
Newsday	\$ 708.00	24-00279	2
NYS Local Retirement System (Nov contributions)	\$ 4,361.44	24-00290	2
NYS DEFERRED COMPENSATION PLAN #222, 223, 224	\$ 12,515.00	24-00293	6
NYS EMPLOYEE'S HEALTH INS. PENDING ACCT.	\$ 5,283.99	24-00291	4
Office of the State Comptroller	\$ 1,840.00	24-00256	1
Onsolve	\$ 2,083.73	24-00265	1
Optimum 4016	\$ 15.00	24-00284	1
Optimum 2019	\$ 174.45	24-00275	1
Perillo Bros.	\$ 881.08	24-00266	1
Profile protective Systems	\$ 159.00	24-00299	1
PSEGLI 01-2	\$ 529.19	24-00267	1
PSEGLI 02-0	\$ 17.67	24-00268	1
PSEGLI 59-9	\$ 459.15	24-00272	1
Quench	\$ 72.00	24-00263	1
Robert McLaughlin	\$ 300.00	24-00259	1
Ronald koenig	\$ 200.00	24-00260	1
Sneha Raj (escrow)	\$ 10,000.00	24-00297	1
The Little Reporting Company	\$ 943.00	24-00274	1
Travel Expenses	\$ 660.08	24-00289	1
UNUM	\$ 1,819.06	24-00292	4
VERIZON-VH 0149	\$ 269.00	24-00281	1
Verizon-Voice 0199	\$ 34.88	24-00280	1
Verizon Wireless- Village TT & El 6394 Modems	\$ 293.49	24-00282	3
Verizon Special Billing	\$ 77.87	24-00288	1
Walden Associates	\$ 4,500.00	24-00300	1
WB Mason	\$ 462.41	24-00287	5
Welsbach	\$ 669.40	24-00271	1
William Jaye	\$ 300.00	24-00261	1
William Penn (Lambert, Kozlowski)	\$ 780.49	24-00276	2
WRIGHT EXPRESS FLEET SERVICES	\$ 3,573.02	24-00283	3
TOTAL	\$ 611,735.26		102

	Board of Trustees 2nd Wednesday	Planning Board 2nd Tuesday	Zoning Board 3rd Thursday	SARB 4th Wednesday	Court 1	Court 2
January	1/10/2024	1/9/2024	1/18/2024	1/24/2024	1/11/2024	1/25/2024
February	2/14/2024	2/13/2024	2/15/2024	2/28/2024	2/8/2024	2/29/2024
March	3/13/2024	3/12/2024	3/21/2024	3/27/2024	3/14/2024	3/28/2024
April	4/10/2024	4/9/2024	4/18/2024	4/24/2024	4/11/2024	4/25/2024
May	5/8/2024	5/7/2024	5/16/2024	5/22/2024	5/9/2024	5/23/2024
June	6/12/2024	6/11/2024	6/20/2024	6/26/2024	6/13/2024	6/27/2024
July	7/10/2024	7/9/2024	7/18/2024	7/24/2024	7/11/2024	7/25/2024
August	8/14/2024	8/13/2024	8/15/2024	8/28/2024	8/8/2024	8/22/2024
September	9/11/2024	9/10/2024	9/19/2024	9/25/2024	9/12/2024	9/26/2024
October	10/9/2024	10/8/2024	10/17/2024	10/23/2024	10/10/2024	10/24/2024
November	11/13/2024	11/12/2024	11/21/2024	11/20/2024	11/14/2024	
December	12/11/2024	12/10/2024	12/19/2024	12/18/2024	12/12/2024	

*SARB falls on school Spring Break

*Regular SARB would be Thanksgiving so moved to week prior

*Regular SARB would be Christmas Day so moved to 3rd Wed

Subject to Approval

STIPULATION OF AGREEMENT

WHEREAS, the Incorporated Village of Muttontown (hereinafter “Muttontown” or “Village”) is a municipality located within the County of Nassau, State of New York; and

WHEREAS, Muttontown operates the Muttontown Police Department (the “Department”); and

WHEREAS, the Department is engaged in furnishing essential public police services for the health, safety and welfare of covered residents; and

WHEREAS, the Muttontown Police Benevolent Association Inc. (hereinafter “PBA”), is the duly certified and recognized collective bargaining agent representing the employees of the Department holding the civil service ranks of police officer, sergeant and lieutenant (“PBA Members”); and

WHEREAS, Muttontown is responsible for negotiating and administering to the terms and conditions of employment of the PBA Members of the Department; and

WHEREAS, the terms and conditions of employment of the PBA members are governed by a certain Collective Bargaining Agreement covering the period of January 1, 2019 through December 31, 2023 (the “2019-2023 CBA”); and

WHEREAS, in July 2022 a Memorandum of Agreement was entered into between Muttontown and the PBA which modifies and/or supplements the provisions of the 2019-2023 CBA; and

WHEREAS, the negotiating teams of the PBA and Muttontown have engaged in extensive negotiations in an effort to reach a collective bargaining agreement to succeed the 2019-2023 CBA which is due to expire on December 31, 2023; and

WHEREAS, the negotiating teams for Muttontown and the PBA have entered into this Stipulation of Agreement (“Stipulation”) representing the product of the negotiations and setting forth the agreed upon terms and conditions of employment of the PBA members for a successor collective bargaining agreement; and

WHEREAS, both parties to this Stipulation recognize and agree that the terms of this Stipulation are subject to ratification by the PBA membership and by the Mayor and Village Board of Trustees of Muttontown; and

NOW THEREFORE, the parties hereto agree as follows:

1. **Article I – Term.**

Article I – Term of the 2019-2023 CBA shall be amended to provide that the term of the new collective bargaining agreement shall commence on January 1, 2024 and shall run through and including December 31, 2028.

2. **Effective Date.**

Except as may otherwise be expressly set forth herein, the effective date of implementation of the provisions set forth herein shall be January 1, 2024 (the “Effective Date”).

3. **Wage Increases**

I. Section 1 of Article IV – Base Salary of the 2019-2023 CBA shall be deleted and shall be replaced with the following language:

(a) Effective as of January 1, 2024, the A and B Salary Charts of the 2019-2023 CBA shall be merged into a singular Salary Chart schedule applicable to all Police Officer members of the PBA. As of January 1, 2024, each Police Officer member shall be placed at the salary step corresponding to the step that the member would otherwise occupy in 2024 notwithstanding the merger of the A and B Salary Charts, except that the salaries

applicable to the Police Officer members shall be as set forth in subsection (b) hereinbelow.

(b) *The base salary for each step of the Police Officer Salary Chart during the years of 2024 through 2028 shall be as set forth in Schedule A attached hereto.*

Schedule A reflects the application of the following wage increases applied to all steps of the Police Officer salary schedule:

<u>Calendar Year</u>	<u>Annual Increase</u>
2024	5.0%
2025	3.25%
2026	3.25%
2027	3.25%
2028	3.0%

III. Section 2 of Article V – Base Salary of the 2019-2023 CBA shall be deleted and shall be replaced with the following language:

An employee who has been appointed as a Sergeant by the Village shall receive base salary compensation in an annual amount which conforms to the following formula:

(A) Effective as of January 1, 2024 and throughout the term of the successor collective bargaining agreement, the Salary Chart applicable to those members of the PBA currently holding the rank of Sergeant as of the Effective Date shall be as set forth in Schedule B attached hereto. Schedule B reflects that the currently appointed Sergeants will not receive an increase in base salary during calendar year 2024. Thereafter, during the remaining years of the term of the successor collective bargaining agreement, the salary schedule applicable to those

members of the PBA holding the rank of Sergeant as of the Effective Date shall be: in calendar year 2025, sixteen (16%) percent greater than the highest step of the 2025 calendar year Police Officer salary schedule; in calendar year 2026, seventeen (17%) percent greater than the highest step of the 2026 calendar year Police Officer salary schedule; in calendar year 2027, eighteen (18%) percent greater than the highest step of the 2027 calendar year Police Officer salary schedule; in calendar year 2028, eighteen (18%) percent greater than the highest step of the 2028 calendar year Police Officer salary.

(B) If any Employees are newly appointed to the rank of Sergeant on or after January 1, 2024, the newly appointed Sergeant shall be placed on Step 1 of the base salary schedule for newly appointed sergeants which shall operate as follows (Subject to the limitations set forth in subsection (v) below regarding the applicable date for advancement to the next step on the schedule):

(i) From date of appointment to the rank of Sergeant until one (1) year of service in the rank: 15% greater than the highest step of the Police Officer salary schedule then in effect, except that in calendar year 2024 the base annual salary of any individuals appointed to the rank of Sergeant in 2024 shall not exceed \$156,766.46;

(ii) Upon completion of one (1) year of service in the rank of Sergeant, 16% greater than the highest step of the Police Officer salary schedule then in effect;

(iii) Upon completion of two (2) full years of service in the rank of Sergeant, 17% greater than the highest step of the Police Officer salary schedule then in effect;

(iv) From and after completion of three (3) full years of service in the rank of Sergeant, 18% greater than the highest step of the Police Officer salary schedule then in effect.

(v) For each of the step increases set forth in subsections (i) through (iv) above, individuals appointed or hired to the rank of Sergeant between January 1st and June 30th will receive the step increase on January 1st of the calendar year following appointment and each subsequent step increase will occur on each subsequent January 1st following the first step increase. Individuals appointed or hired to the rank of Sergeant between July 1st and December 31st will receive the step increase on the January 1st following the completion of one year of service in the rank of Sergeant and each subsequent step increase will occur on each subsequent January 1st following the first step increase.

IV. Effective as of January 1, 2024 and throughout the term of the successor collective bargaining agreement, the Salary Chart applicable to those members of the PBA holding the rank of Lieutenant shall be as set forth in Schedule C attached hereto. Schedule C reflects that Lieutenants will not receive an increase in base salary during calendar year 2024. During calendar years 2025 and 2026, the base salary schedule applicable to those members of the PBA holding the rank of Lieutenant shall be ten (10%) percent greater than a base salary which is equivalent to eighteen (18%) percent more than the highest step of the Police Officer salary schedule then in effect for calendar years 2025 and 2026. Thereafter, during the remaining years of the term of the successor collective bargaining agreement, the base salary schedule applicable to those members of the PBA holding the rank of Lieutenant shall be ten (10%) percent greater than the applicable calendar year Step IV Sergeant base salary.

4. **Sick Leave:** A new section enumerated as “Section 5” shall be added CBA Article XV – Sick Leave.

Section 5: An employee shall be allowed excused time off with straight time pay of up to forty-eight (48) hours of sick leave per year for the purpose of attending to sickness in the

employee’s family. This allotment is not supplemental to an employee’s annual allotment of sick leave as provided for in Section 1 of this Article XV.

5. Giveback Days:

I. Section 3 of Article VI – Standard Tour of Duty shall be re-labeled as Section 5 of Article VI – Standard Tour of Duty.

II. Subsection “C” of Section 5 (formerly Section 3) of Article VI – Standard Tour of Duty shall be deleted and replaced in its entirety with the following:

C. *Notwithstanding the provisions of Section 5(B) [3(B)] above, an employee assigned to perform annual firearm qualification shall be given credit for such “Range Day” as a “Giveback Day” against the employee’s annual Giveback Day obligation. Each member of the Department shall be afforded an annual opportunity to engage in “Long Gun” training. If the member shall engage in “Long Gun” training on a day other than the annual firearm qualification “Range Day”, such “Long Gun” training session shall constitute a “Giveback Day” for which the employee is given credit. Any additional training assignments performed by an Employee shall also be applied towards reduction of an Employee’s annual Giveback Day obligations.*

6. Uniform & Equipment: Section 4 of Article XXI – Uniform & Equipment

shall be deleted and replaced in its entirety with the following:

Section 4: *Each Employee shall receive an annual allowance in the sum of \$2,000.00 towards the costs of uniform/equipment related maintenance and/or purchases. Uniform and Equipment Allowance shall be paid to each Employee annually during the first pay period in July of each year.*

7. **Holidays:**

I. Section 1 of Article XII – Holidays shall be deleted and replaced in its entirety with the following:

Section 1: Holidays The following holidays shall be deemed paid holidays for Employees:

- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day
- Easter
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Day

II. Section 2 of Article XII – Holidays shall be deleted and replaced in its entirety with the following:

Section 2: Each Employee shall receive Holiday base payments for the thirteen (13) designed holidays whether they work or not on such Holiday. Holiday base pay will be calculated as one hundred four (104) hours at the hourly rate in effect for the Employee as of December in the calendar year in which the payments are made.

III. Section 3 of Article XII – Holidays shall be deleted and replaced in its entirety with the following:

Section 3: Holiday base pay shall be paid in a lump sum check the first pay period in December annually.

Subject to Approval

8. Recall: The following new sections shall be added to Article IX – Overtime Pay of the CBA:

Section 5: Recall: A “recall” of an employee is a direction or order to engage in work during the employee’s regularly scheduled off duty hours prior to being placed on duty for the employee’s next regularly scheduled tour of duty. Any work performed by an employee contiguously following the employee’s regularly scheduled tour of duty shall be deemed as Overtime Service and shall not be considered recall. An employee recalled to work two (2) or more hours before the employee’s next regularly scheduled tour of duty shall be entitled to a minimum of four (4) hours of overtime pay based upon the recall even if the employee should thereafter commence working the employee’s regularly scheduled tour of duty. This recall provision does not apply to members that are called in to cover part of a shift that is empty due to the Rest Time requirements set forth in Section 7, below.

Section 6: Court Recall: When an employee reports for court appearances during the employee’s regularly scheduled off duty hours, the minimum compensation for court appearances at a time other than an employee’s regularly scheduled tour of duty shall be four (4) hours of overtime pay compensation at the employee’s time and one-half pay rate, unless the appearance is contiguous to (before or after) the employee’s regularly scheduled tour of duty in which case the employee shall be entitled to regular Overtime Service pay for those hours contiguous to the employee’s regularly scheduled tour of duty.

Section 7: Rest time: An employee who has engaged in Overtime Service contiguously following the employee’s regularly scheduled tour of duty shall be afforded a minimum of nine (9) hours of rest time prior to the employee’s next regularly scheduled tour of duty. If there are less than nine (9) hours of time before the employee’s next regularly scheduled

tour of duty, the employee shall be excused with pay from the beginning portion of the employee's next regularly scheduled tour of duty so as to afford the employee a minimum of nine (9) hours of rest time.

9. **Article XVIII – Health Insurance.** Article XVIII – Health Insurance shall be amended as follows:

(a) Section 2 of Article XVIII – Health Insurance shall be deleted and replaced in its entirety with the following:

Section 2: For those employees hired prior to January 1, 2012, the Village shall pay eighty-five (85%) percent of the cost of the Employee's participation in the Section 1 Health Insurance program and the Employee shall pay fifteen (15%) percent of the cost of the Employee's participation in such program until the Employee is retired. For those employees hired on or after January 1, 2012, the Village shall pay eighty-one (81%) percent of the Employee's participation in the Section 1 Health Insurance program during the calendar year 2024 and the Employee shall pay nineteen (19%) percent of the Employee's participation in such program. For those employees hired on or after January 1, 2012, the Village shall pay eighty-two (82%) percent of the Employee's participation in the Section 1 Health Insurance program during the calendar year 2025 and the Employee shall pay eighteen (18%) percent of the Employee's participation in such program. For those employees hired on or after January 1, 2012, the Village shall pay eighty-three (83%) percent of the Employee's participation in the Section 1 Health Insurance program during the calendar year 2026 and the Employee shall pay seventeen (17%) percent of the Employee's participation in such program. For those employees hired on or after January 1, 2012, the Village shall pay eighty-four (84%) percent of the Employee's participation in the Section 1 Health Insurance program during the calendar year 2027 and the Employee shall pay sixteen (16%) percent of the Employee's

participation in such program. For those employees hired on or after January 1, 2012, the Village shall pay eighty-five (85%) percent of the Employee's participation in the Section 1 Health Insurance program during the calendar year 2028 and the Employee shall pay fifteen (15%) percent of the Employee's participation in such program until the Employee is retired.

(b) Section 3 of Article XVIII – Health Insurance shall be deleted and replaced in its entirety with the following:

Section 3: (a) Following an eligible employee's retirement from the Department directly into the 384-d retirement system, the Village shall continue to provide the retired member (and his/her spouse and eligible dependents if applicable) with enrollment in the Section 1 Health Insurance program and pay the cost of said enrollment provided that the retired member affirmatively opts into coverage and pays to the Village an annual premium contribution of either (1) Two Thousand (\$2,000.00) Dollars per year for individual coverage or (2) Five Thousand (\$5,000.00) Dollars per year for family coverage, until such time as Medicare becomes the retired member's primary health insurance coverage. Such retiree coverage shall only be available to members that are enrolled in the Section 1 Health Insurance program at the time of their retirement. The annual premium contribution shall be paid semi-annually by the retiree to the Village. The Village will provide a statement to the retiree on or before the first day of December and the 1st semi-annual contribution payment shall be paid by the retiree to the Village on or before January 1st for the period covering January through June. The Village will provide a second annual statement to the retired member on or before the first day of June and the 2nd semiannual contribution payment shall be paid by the retired member to the Village on or before July 1st for the period covering July through December. If the retired member has not received the statement from the Village by the 15th day of December (1st half) or the 15th day of June (2nd half),

the retired member should contact the Village to confirm that the Village has the retired member's correct current address on file with the Village. Provided the Village has issued billing statements to the retired member, if the Village has not received the retired member's semi-annual premium contribution on or before the required due date (January 1st or July 1st) the Village reserves the right to suspend premium payments on behalf of the retiree and notify NYSHIP, which may result in cancellation of the retired member's coverage. Retired members shall be obligated to notify the Village in writing within a reasonable period of time following any change of mailing address.

(a)(i) If the retired member shall reach the age of Medicare eligibility but the member's spouse and/or eligible dependent family members shall not also be eligible for Medicare coverage, the Village shall continue to provide for enrollment of the member's spouse and eligible dependents in the Section 1 Health Insurance program for a period of up to three (3) years from the date of the retired member's eligibility for Medicare coverage, provided that the retired member affirmatively opts into coverage for the non-Medicare eligible spouse and eligible dependents and pays to the Village the applicable annual premium contribution in the amount and manner set forth in Section 3(a) above.

(b) At the time that the retiree reaches Medicare eligibility and Medicare becomes the retiree's primary health insurance coverage, the Village will procure and/or maintain for the retiree a Medicare supplement health insurance policy or Medicare Advantage Plan providing benefits equal or greater than the supplemental coverage that would otherwise be provided to a retiree under the NYSHIP supplemental coverage if the Village maintained enrollment for the Medicare eligible retiree under its NYSHIP policy. Such retiree coverage shall only be available to members that are enrolled in the retiree health insurance set forth in subsection (a) above throughout the entire period of their retirement. Nothing herein shall prohibit the Village

from electing to maintain supplemental coverage for the retiree through NYSHIP rather than procuring an outside supplemental coverage plan. The premium cost of the supplemental coverage plan shall be paid for by the Village provided that the retiree shall affirmatively opt into said coverage and shall pay to the Village the applicable annual individual or family coverage premium contribution in accordance with Section 3 (a) above.

(c) Section 5 of Article XVIII – Health Insurance shall be amended as follows:

(i) Subsection (a): As long as it is allowed by the eligibility rules set by NYSHIP, if an Employee shall pass away in the line of duty or as a result of an injury or illness sustained in the line of duty, the Village shall maintain Section 1 Health Insurance coverage for the deceased Employee’s spouse and dependents at no cost to said individuals. Such coverage shall be continued for the spouse until such time as the spouse becomes Medicare eligible. Such coverage shall be continued for eligible dependents until they no longer qualify as a dependent under the terms of the health insurance plan or any applicable law or regulation. In order to be eligible for the maintenance of coverage in this paragraph, the deceased Employee and their spouse and/or dependents must be enrolled in the Section 1 Health Insurance coverage at the time of the Employee’s death.

(ii) Subsection (b): (i) As long as it is allowed by the eligibility rules set by NYSHIP, if an Employee member shall pass away prior to retirement but not as a result of a death, injury or illness sustained in the line of duty, the Village shall continue the enrollment of Section 1 Health Insurance coverage for the member’s surviving spouse and qualifying dependents at the Village’s expense for a period of three (3) years following the Employee’s death, even if such three year period extends beyond the date that the member would have been eligible to retire under section 384-d of the New York State Police and Fire Retirement System (as elected by the

Village) provided that the surviving spouse affirmatively requests a continuation of enrolled coverage and pays to the Village in yearly bi-annual installments the amount equivalent to the deceased member's health insurance percentage premium contribution in effect under Section 2 during each year of continued coverage. If coverage is to be continued by the surviving spouse exclusively (i.e. no eligible dependents of the deceased member), the plan enrollment shall be single coverage and the percentage premium contribution calculated accordingly. In order to be eligible for the maintenance of coverage in this paragraph, the deceased Employee and their spouse and/or dependents must be enrolled in the Section 1 Health Insurance coverage at the time of the Employee's death and shall have been enrolled in the Section 1 Health Insurance coverage for a period of three (3) years prior to the death of the member. If the member's surviving spouse shall re-marry at any time within three (3) years following the death of the member, the Village shall not be obligated to continue to provide, and may affirmatively discontinue the provision of, coverage to the remarried surviving spouse.

(ii) As long as it is allowed by the eligibility rules set by NYSHIP, if a member who has retired from the Department and who has maintained coverage for the retiree and the retiree's spouse and/or eligible dependents continuously for at least three (3) years following the member's retirement pursuant to Section 3(a) above, shall pass away prior to the retired member reaching the age of Medicare eligibility and coverage, the Member's surviving spouse and/or eligible dependents shall be eligible to maintain Section 1 health insurance coverage at the Village's expense for a period of three (3) years following the death of the retired employee, provided that the surviving spouse and/or eligible dependents shall pay to the Village the applicable fixed dollar premium contribution in accordance with the provisions of Section 3(a)

above. The Village shall not be obligated to afford the surviving spouse Section 1 health insurance following a re-marriage by the surviving spouse.

10. Prior Service Time:

I. Section 2 of Article III – Probationary Period & Prior Service shall be deleted and replaced in its entirety with the following:

Section 2: For purposes of salary step placement on the base salary schedule, newly hired employees with qualifying prior police service with a New York State recognized police organization/agency who are not required by the Village to attend Police Academy shall be placed at Step 2 (Completed Academy) of the salary schedule as of the commencement of his/her employment.

II. Section 3 of Article IV – Base Salary shall be amended to delete subsection “B” (including subsections (i) and (ii)). Section 3(A) shall be amended to remove the heading “A. Existing Employees” and the following language will be inserted below the heading “Section 3: Step Increments”:

An employee shall advance to the next step on the applicable Base Salary schedule as of January 1st of each calendar year.

11. Housekeeping: The following revisions shall be made to the 2019-2023 CBA to conform to and/or incorporate the provisions of the July 2022 Memorandum of Agreement and/or to conform existing provisions of the 2019-2023 CBA to the practices of the Department:

(A) The third “WHEREAS” recital (Page 1) shall be deleted and replaced in its entirety with the following:

“WHEREAS, the PBA is the duly certified and/or recognized official representative bargaining unit for all sworn employees of the Department holding the civil service rank of Police Officer, Sergeant and Lieutenant; and”

(B) A new “Section 3” of Article VI – Standard Tour of Duty shall be created (following the renumbering of the existing Section 3 to Section 5) which shall provide as follows:

Section 3:

(i) A member of the Department holding the Civil Service rank of Sergeant shall have an 1,856 hour work year and a Sergeant’s Hourly Base Pay Rate for all purposes (except Night Differential) shall be the Sergeant’s annual base salary divided by 1,856 hours. Night Differential shall be calculated and paid to a Sergeant in conformity with Article VII of the CBA.

(ii) The Department is under no obligation to employ two (2) Sergeants. However, to the extent that the Department does employ two (2) Sergeants, one Sergeant (the “Day Tour Sergeant”) shall be assigned to a daytime twelve (12) hour tour of duty with appearances on a Chart Orange schedule of two (2) days on, three (3) days off, three (3) days on, four (4) days off (and repeat). The hours of duty for the Day Tour Sergeant shall be 0700 hours to 1900 hours. One Sergeant (the “Night Tour Sergeant”) shall be assigned to a night time twelve (12) hour tour of duty with appearances in conformity with the current CBA patrol tour schedule of two (2) days on, three (3) days off, two (2) days on, three (3) days off (and repeat). The hours of duty for the Night Tour Sergeant shall be 1900 hours – 0700 hours. To the extent that the Department employs only one (1) Sergeant, that Sergeant shall work a twelve (12) hour tour of duty schedule assigned at the discretion of the Department provided that the Sergeant shall not be required to rotate between days and nights during the same pay period.

(C) A new “Section 4” of Article VI – Standard Tour of Duty shall be created (following the renumbering of the existing Section 3 to Section 5 and the creation of the new Section 3 above) which shall provide as follows:

(i) A member of the Department holding the Civil Service rank of Lieutenant shall have an 1,856 hour work year and a Lieutenant’s Hourly Base Pay Rate for all purposes (except Night Differential) shall be the Lieutenant’s annual base salary divided by 1,856 hours. Night Differential shall be calculated and paid to a Lieutenant in conformity with Article VII of the CBA.

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

(iii) If after the Effective Date the position of Lieutenant shall become vacant, it is understood and agreed that nothing in this Collective Bargaining Agreement shall serve to compel the Village to appoint a successor Lieutenant or otherwise staff the position of Lieutenant.

(D) A new subsection “F” of Section 5 (formerly Section 3) of Article VI shall be created which provides:

F. Notwithstanding the provisions of subsection B above, the Day Tour Sergeant working Chart Orange shall be required to work one (1) “Giveback Day” annually which shall be assigned as a Range Day in lieu of any additional Giveback Day obligations. The Night Tour Sergeant working the existing patrol schedule (2 on, 3 off) shall be obligated to work seven (7) Giveback Days annually (one of which shall be a Range Day and a second shall be for “Long

Gun” training if not done on the same day as the annual Range Day firearm qualification). The individual(s) serving as Lieutenant shall be obligated to provide one (1) Giveback Day annually which shall be utilized as a Range Day in lieu of any additional Giveback Day obligations.

(E) Section 2 of Article VIII – Longevity shall be amended as follows:

-- Subsection (a) of Section 2 of Article VIII – Longevity shall provide:

Longevity compensation shall be paid to members of the Department based upon years of service to the Department as follows:

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

■ Subsection (b) of Section 2 shall be deleted.

12. All other terms and provisions of the 2019-2023 CBA not otherwise amended, modified or supplemented by the provisions of this Stipulation shall be continued in full force and effect for the term of the successor collective bargaining agreement.

13. 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 THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, this Stipulation is executed this ____ day of December, 2023.

MUTTONTOWN POLICE BENEVOLENT
ASSOCIATION INC. (“PBA”)

INCORPORATED VILLAGE OF
MUTTONTOWN

KRISTOPHER KOZLOWSKI
PBA President

JAMES LIGUORI
Mayor

Subject to Approval