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Contract Database Metadata Elements

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Employer Name: **Spring Valley, Village of**

Union: **Spring Valley Administrators Unit, United Federation of Police Officers**

Local: **599**

Effective Date: **06/01/01**

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Spring Valley, Village Of And Spring
Valley Administrators Unit

AGREEMENT

between

VILLAGE OF SPRING VALLEY

and the

UNITED FEDERATION OF POLICE OFFICERS, INC.

on behalf of

Village of Spring Valley Administrators

June 1, 2001 through May 31, 2004

RECEIVED

AUG 30 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT made as of this 31st day of December, 2001, by and between the VILLAGE OF SPRING VALLEY, a municipal corporation duly organized under and by virtue of the laws of the State of New York, having its principal offices at premises 200 N. Main St., Spring Valley, New York 10977, hereinafter designated as "Employer", and UNITED FEDERATION OF POLICE OFFICERS, INC., Post Office Box 76, 540 North State Road, Briarcliff Manor, New York 10510, hereinafter designated as "Federation", on behalf of the Village of Spring Valley Administrators (Local 599), hereinafter designated as "Employees".

WITNESSETH:

NOW, THEREFORE, in consideration of the promises, and in view of the mutual desire of the parties to continue the harmonious cooperative relationship existing between them, it is hereby agreed as follows:

ARTICLE 1. TERM OF CONTRACT

This agreement shall continue for a period commencing June 1, 2001 and terminating May 31, 2004. It is understood and agreed by the parties that this agreement shall encompass and contain all applicable provisions relating to terms and conditions of employment in one (1) document.

ARTICLE 2. RECOGNITION

The Employer recognizes the Federation as the exclusive representative of all those employees of the Village of Spring Valley designated as Administrators (to include the titles of Justice Court Clerk, Building Inspector, Superintendent Public Works, Section 8 Administrator, Director Housing & Community Development, Recreation Activities Coordinator and Youth Bureau Director), in all matters pertaining to salary benefits and other conditions of employment for the period commencing on the effective date of such recognition, as is contained in the resolution of the Village of Spring Valley Board of Trustees.

ARTICLE 3. SALARY

The annual base salary of members of the Federation shall be effective on the dates listed and be determined as follows:

Title	4.0% 06/01/01	4.0% 06/01/02	2.0% 06/01/03	2.0% 12/01/03
Director Housing/Community Develop.	\$73,334	\$76,267	\$77,792	\$79,348
Superintendent Public Works	\$73,153	\$76,079	\$77,601	\$79,153
Section 8 Administrator	\$69,460	\$72,238	\$73,683	\$75,157
Building Inspector	\$64,465	\$67,044	\$68,385	\$69,753
Justice Court Clerk	\$42,198	\$43,886	\$44,764	\$45,659
Youth Bureau Director	\$46,800	\$48,672	\$49,645	\$50,638

Said salary to apply only to current title holders. Starting salary for future title holders to be set by the Employer.

ARTICLE 4. LONGEVITY

Each Employee shall receive annually an additional increment of two and one-half (2.5%) percent of said Employee's annual salary for each full four (4) years of service, up to a maximum of five (5) increments. Longevity shall be calculated and paid as follows: On the date of each 4 year anniversary, the Employee's then base salary shall be multiplied by the number of his/her longevity steps (at 2.5% per step for a maximum of 5 steps) and this amount shall be paid to the Employee in addition to his/her base salary in each of the next 4 years. The fifth increment shall commence January 1, 2005. All Employees in service as of the effective date of this agreement shall receive credit for longevity for Village service predating the effective date of the contract.

ARTICLE 5. OVERTIME

A. Employees shall be paid for overtime pursuant to the Fair Labor Standards Act in effect on the commencement date of this agreement. All qualifying overtime must receive prior approval from the Mayor.

B. The Building Inspector is expected to be available during normal working hours and to attend Planning Board and Zoning Board of Appeals meetings. When called out for an emergency nature, the Building Inspector will be credited with a minimum of two (2) hours and is expected to take compensatory time as soon as possible. There shall be no accumulation of time credit for compensation, including time spent at Planning Board and Zoning Board meetings. Travel time shall not be considered overtime.

C. The Superintendent of Public Works position calls for a forty (40) hour work week with paid overtime for all emergency and necessary overtime, which should be taken in cash at straight time and approved by the Mayor prior to payroll; or, as compensatory time taken within a short period. Non-emergency overtime shall require prior approval of the Mayor, or his designee. There shall be no more than eighty (80) hours per year in overtime. The 80 hour cap may be increased only with the authorization of the Mayor, or his designee. When called out, the Superintendent of Public Works shall be credited with a minimum of two (2) hours. Travel time shall not be considered overtime.

ARTICLE 6. VACATIONS

A. All Employees shall be entitled to consecutive working days of paid vacation according to the following schedule:

First year of employment	10 working days
Third year of employment	15 working days
Fifth year of employment	20 working days
Tenth year of employment	25 working days

B. When an Employee has vacation credits in excess of ten (10) days, vacation shall normally be taken to a maximum of ten (10) days per vacation use, except as otherwise approved by the mayor.

C. Each Employee may roll over one quarter (25%) of any unused vacation to the following year. Any vacation time that is rolled over must be used during that following year. Should an Employee separate from service with the Village the vacation time accrued shall be paid.

D. If an Employee dies while in service to the Village, the Employee's estate shall be entitled to payment of all vacation and compensatory time credits. Should an employee separate from service with the Village, other than termination, the time accrued shall be taken prior to the date of separation.

E. Vacation time may be taken under the following conditions:

1. A request for vacation time for one (1) week or more is to be submitted by the employee at least thirty (30) days prior to vacation. Such request will not be unreasonably denied.
2. Vacations must be taken within the twelve (12) month period following the Employee's anniversary date, unless an extension thereof has been approved by the Mayor and/or Village Board of Trustees. If an Employee's properly submitted written request for use of vacation time is denied, the Employee shall receive a written statement of the reasons for such denial within five (5) working days.
3. Emergency vacation time may be taken by an Employee upon approval of the Mayor.

ARTICLE 7. PAID HOLIDAYS

All Employees will receive twelve (12) paid holidays, enumerated below. In the event an Employee shall work on such holiday, it shall be by written request of the Mayor, he/she shall receive compensatory time, at one and one-half (1.5) times the hours worked, in addition to the holiday pay for such holiday.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

ARTICLE 8. PERSONAL LEAVE DAYS

Every Employee will be entitled to five (5) paid personal leave days per year. Days may only be taken upon notice to, and approval from, the Mayor, with the exception of an emergency situation which shall be documented upon return to work. At the end of each year, unused personal leave time shall be added to the Employee's accrued sick time.

ARTICLE 9. BEREAVEMENT LEAVE DAYS

Each Employee shall receive up to five (5) consecutive working days of bereavement leave with pay in the event of the death of parent, spouse, children, brother, sister, brother-in-law, sister-in-law, grandchildren, grandparent, mother-in-law and father-in-law, or significant other.

ARTICLE 10. MISCELLANEOUS LEAVE DAYS

In addition to other leave as provided in this Agreement, Employees shall be granted leave in the following categories pursuant to applicable law:

- A. Education - at the sole discretion of the Mayor and the Village Board.
- B. Military
- C. Family Leave Act of 1995, accumulated sick and vacation days to constitute part of the required leave period.
- D. Jury duty - Employees shall be paid full salary for duration of jury duty and shall reimburse the Village for jury duty fees that the employee may receive as a result of such service.

ARTICLE 11. HEALTH PLAN

A. The Employer shall, pursuant to this agreement, participate in the State Health Insurance Plan, or a substantially equal plan (with the intent not to diminish the benefits of the current plan), whereby it shall pay one hundred percent (100%) of the cost of the premium on behalf of its Employees to provide for such Employee's Blue Cross Hospitalization, Blue Shield Surgical Medical Protection and Metropolitan Life Insurance Company Major Medical Benefits, all as is provided for in "The Empire Plan" offered through the New York Civil Service Commission. Each of such plans and the Statewide plan shall provide coverage for all dependents of an Employee. The Employer may, at its option, substitute an alternative plan which is substantially equal to (and with the intent not to diminish) the one currently provided. The Employer shall give the Union not less than forty-five (45) days prior notice of such change.

New Employees hired after June 1, 1997 shall contribute fifteen (\$15.00) dollars per month for single coverage and forty (\$40.00) dollars per month for family coverage.

B. In addition to the above, the Employer shall provide a Dental and Optical Plan for Employees and their dependants, the premiums of which shall be fully paid by the Employer. Such Optical Plan and Dental Plan shall be chosen by the Employees. The cost of said plans are not to exceed CSEA levels. The Employer may, at its option, substitute alternative plans which are substantially equal to (and with the intent not to diminish) the benefits of the ones currently provided, and shall give the Union not less than forty-five (45) days prior notice of such change.

C. Employees hired prior to June 1, 1987 who leave the service of the Employer and who have completed at least fifteen (15) years of combined municipal service, and their eligible dependents, shall continue thereafter to participate in the State Health Insurance Plan and shall have premiums for the plan wholly paid for by the Employer. (This provision applies only to health insurance and does not include dental, optical, life insurance, etc.)

Employees hired after June 1, 1987 who retire, under the requirement of the NYS Retirement System, from the service of the Employer and who have completed at least fifteen (15) years of service to the Employer, and their eligible dependents, shall continue thereafter to participate in the State Health Insurance Plan and shall have premiums for the plan wholly paid for by the Employer (this provision applies only to health insurance and does not include dental, optical, life insurance, etc.). Those Employees who contribute to their health insurance plan shall continue to do so into retirement.

ARTICLE 12. LIFE INSURANCE

The Employer shall obtain and pay for each unit Employee a policy of life insurance which shall provide coverage equal to one and one-half (1.5) times the unit Employee's annual base salary, plus double indemnity in the event of accidental death or dismemberment.

ARTICLE 13. MISCELLANEOUS INSURANCE BENEFITS

In addition to the other insurance benefits provided in this Agreement, the Employer shall provide, at no cost to the Employees, the following:

- A. Worker's Compensation
- B. NYS Disability Benefits

ARTICLE 14. SICK LEAVE

Each Employee shall receive ~~seventeen~~ ¹⁵ (15) sick leave days per year. One half of the remaining annual unused sick days, up to ten (10) days, may, at the Employee's option, be liquidated annually at sixty (60%) of the Employee's daily pay rate for each day liquidated (only currently earned days may be liquidated, bank days cannot). The Employee must notify the Employer, in writing, by May 31 of each year of his/her option in order to be paid.

Those Employees who can verify the existence of an accumulated sick leave bank may retain 75% of said bank. The Employee acknowledges and agrees that this bank has no cash surrender value and will not be credited for retirement or any other purpose and is solely limited to the use stated hereunder and will be lost upon Employee leaving Village service. Said bank may only be used in the event of serious illness or injury and only upon the exhaustion of the current year's sick leave allowance. In conjunction with said use, the Employee shall apply for worker's compensation and/or No Fault benefits when available, any payment for wages or salary shall be reimbursed to the Employer.

The Employer may require a doctor's note or examination by a physician designated by the Employer for any such sick leave use, at the discretion of the Mayor. The cost of such doctor's notes or examination shall be paid by the Employer to the extent that it exceeds insurance reimbursement. However, all absences exceeding three (3) days shall require a note from Employee's physician at Employee's expense. The provisions herein are not intended to supersede the provisions of the Civil Service and/or General Municipal Laws.

A. Sick leave shall be authorized in the event of illness or other physical or mental disability of the Employee up to the full extent of accumulated sick leave credits. In the event of illness or disability of a member of the immediate family (parents, spouse or child) requiring the Employee's presence, sick leave credits shall be authorized to a maximum of six (6) days in one (1) fiscal year. Such leave shall be deducted from the Employee's accumulated sick leave credits.

B. Each time an Employee takes sick leave, the Employee is required to give notification of such taking of sick leave before the start of the work day by notifying the Mayor or the Police Department. Any Employee who fails to give such notification shall not be entitled to sick leave for the day in question and shall not be paid for the absence.

C. When an Employee is transferred within the Village service, any accumulated sick leave credits shall be transferred with the Employee.

ARTICLE 15. RETIREMENT

An Employee, for the purpose of this Section, shall mean any employee of the Village of Spring Valley who is covered by this agreement, and is a member of the Retirement System as of the date of this agreement, or shall so qualify during the term of this agreement. The Employer shall continue to contribute to the pension of each Employee the required amount corresponding to each Employee's tier level in the Retirement System in accordance with the rules of the Retirement System.

ARTICLE 16. AGENCY SHOP

The Employer agrees, in accordance with Chapter 208 of the Civil Service Law of the State of New York, to deduct from the salary of an Employee who is not a member of the Federation, but who is represented by the Federation for the purpose of collective negotiation, an Agency Shop fee in the amount equivalent to the amount of dues payable by a member of the Federation provided that the Federation establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of such Agency Shop fee, deductions which represent the Employee's pro-rata share of the expenditures by the Federation for activity of a political nature and not related to terms and conditions of employment. Said fee shall be deducted and remitted in the same manner as stated in Article 17, Section A. The Union shall hold the Village harmless in any disputes arising under this provision.

ARTICLE 17. PAYROLL DEDUCTIONS

A) Dues Deductions: The Employer shall deduct from the wages of Employees and remit to the Federation regular membership dues and other authorized deductions for those Employees who have signed the appropriate payroll deduction authorizations permitting such deductions. The Employer agrees to deduct and remit such monies exclusively to the Federation as the recognized exclusive negotiating agent for Employees in this agreement.

B) Deferred Compensation Plan: The Employer agrees to provide payroll deduction for Employees who elect to participate in a deferred compensation plan. The Employer shall also forward such deductions in a timely manner to any address as required by the provider of the deferred compensation plan, which is to be determined by the Employees.

C) Miscellaneous Deductions: The Employer agrees to provide payroll deduction for Employees who elect to participate in a Holiday Club, credit union or other savings program. The Employer shall also forward such deductions in a timely manner to the appropriate program administrators.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURE

A grievance shall be defined as a claim that the Employer has violated a provision of this contract and shall be resolved by use of the following procedure:

Step 1: The grievance shall be first presented, within fifteen (15) working days of the occurrence giving rise to the grievance, in writing, by the Federation to the Mayor, who, within fifteen (15) working days thereafter shall reply, in writing to the Federation.

Step 2: If the grievance remains unresolved in Step 1, the Federation may elect to submit the grievance to arbitration under the rules and procedures of the New York State Public Employment Relations Board. The Federation shall notify the Mayor, in writing, of its intent to proceed to arbitration. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this contract, nor shall he have the authority to render any decision which conflicts with a law, rule or regulation binding upon the Employer, nor to impose any obligation on the Employer which is not specifically set forth in this contract. The decision of the arbitrator shall be final and binding on both parties of this contract. The fees and expenses of the arbitration shall be shared equally by the Employer and the Federation.

ARTICLE 19. NO STRIKE

The Federation affirms that it does not assert the right to strike against the Employer, and agrees that it will not assist or participate in any such strike, or impose upon any of its members, or others, an obligation to conduct, assist or participate in such strike.

ARTICLE 20. REPRESENTATION ON DISPUTES

The Federation shall represent any Employee covered by this agreement in disputes or with reference to grievances as to salaries, benefits and to other conditions of employment, in accordance with procedure established by the New York State Public Employment Relations Board (P.E.R.B.).

ARTICLE 21. CONTINUANCE OF BENEFITS DURING IMPASSE

In the event that, on the expiration of this Agreement, there should be an impasse as is defined in the Public Employees' Fair Employment Act, all of the benefits under this Agreement shall continue until the resolution of such impasse.

ARTICLE 22. LEGISLATIVE NOTICE

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 FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23. SAVINGS CLAUSE

If any provision of this Agreement shall be declared illegal or an unfair labor practice by reason of an existing or subsequently enacted legislation or by decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of a portion of this Agreement shall not invalidate the remaining portions thereof, it being understood that the remaining portions shall remain in full force and effect. Within thirty (30) days after a provision of this Agreement is declared to be illegal or an unfair labor practice, the Employer and the Federation will meet for the purpose of negotiating substitute terms which would overcome the provision found to be objectionable.

ARTICLE 24. EMPLOYER-OWNED VEHICLES

A. The Employer will continue to provide, at no cost to the Employee, appropriate vehicles for twenty-four hour a day use by the Building Inspector and the Superintendent of Public Works. These vehicles will only be used for Village business.

B. For all Employees required to use their personal vehicles for any official business of the Employer, the Employer shall reimburse such Employees for mileage at the prevailing federal or county rate, whichever is higher. In addition to mileage, the Employer shall reimburse the cost of tolls and parking, upon submission of appropriate receipts, as authorized and required.

ARTICLE 25. WORK HOURS

A. Employees, with the exception of the Superintendent of Public Works and the Recreation Activities Coordinator, shall work a thirty-five (35) hour work week, consisting of five (5) seven (7) hour days.

B. The Superintendent of Public Works and the Recreation Activities Coordinator shall work a forty (40) hour work week.

ARTICLE 26. RETROACTIVITY OF AGREEMENT


The provisions of this agreement shall become effective June 1, 2001, except as otherwise specifically noted herein.

ARTICLE 27. SAVE HARMLESS

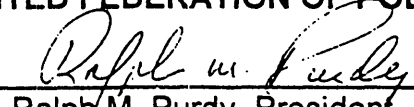
The Village shall save harmless and protect all employees covered by this Agreement from financial loss arising out of any claims, demands, suit or judgment by reason of alleged negligence resulting in accidental bodily injury to any person, providing such employee, at the time of the accident or injury, was acting in the discharge of his duties within the scope of his employment. Employees shall notify the Mayor of any accident or claim against them which might be covered by this section, as soon as possible after the employee knows of the claim.

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed by its respective officers the day and year first above written.

VILLAGE OF SPRING VALLEY

By:  8/19/02
George D. Darden, Mayor

UNITED FEDERATION OF POLICE OFFICERS, INC.

By: 
Ralph M. Purdy, President

Appendix 'A' - Longevity for current employees in bargaining unit

Listed below are the current employees in the bargaining unit, their dates of hire, and the longevity percentage to be added to base salary on the effective dates specified, in accordance with the terms of Article 4 of this Agreement.

<u>Name</u>	<u>Hired</u>	<u>Longevity Percentage</u>	
Ackerson, John	Jan 1985	1/01/01 10.0%	1/01/05 12.5%
Barton, Sonia J.	Jan 2001	1/01/05 2.5%	
Friedman, Rhoda	Jul 1986	7/01/02 10.0%	7/01/06 12.5%
Grayson, Rita	Jan 1985	1/01/01 10.0%	1/01/05 12.5%
Jacarusso Jr, Joseph	Sep 1984	9/01/00 10.0%	9/01/05 12.5%
Nartowicz, Rita K.	Jul 1995	7/01/03 5.0%	

(Handwritten notes and signature)
 9/01/05
 12.5%
 (BY)
 [Signature]
 8/19/02