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Union: **United Federation of Police Officers**

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5-6/21/02

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AGREEMENT

between

VILLAGE OF MOUNT KISCO

and

UNITED FEDERATION OF POLICE OFFICERS, INC.

June 1, 2002 - May 31, 2005

RECEIVED

MAY 19 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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This agreement, made the 16th day of May, 2003, by and between the VILLAGE OF MOUNT KISCO, a municipal corporation organized and existing under the laws of the State of New York (hereinafter called the "Village"), and the UNITED FEDERATION OF POLICE OFFICERS, INC. (hereinafter called the "Union" or the "Unit").

WITNESSETH:

WHEREAS, the UNITED FEDERATION OF POLICE OFFICERS, INC. has been designated the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the Unit including all employees in the titles of Intermediate Typists, Intermediate Account Clerk/Typist, and Senior Typist by the Public Employment Relations Board (Case No. C-3440) on September 12, 1989;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

ARTICLE I - Management Rights

The Village, as the public employer, reserves unto itself all rights not specifically granted to the employee organization in the Public Employees' Fair Employment Act or this agreement.

Said rights include, but are not limited to, work assignments, overtime assignments, vacation schedules, and disciplinary action as further described in Article IV.

ARTICLE II - Recognition Clause

The Employer recognizes the UNITED FEDERATION OF POLICE OFFICERS, INC. as the sole and exclusive bargaining agent for the following full-time employees excluding those designated as managerial and confidential: Intermediate Account Clerk/Typist, Senior Typist, Intermediate Clerk, Intermediate Typist, Payroll Clerk and Receptionist, Town Clerk, Registrar and all other similar positions and/or titles. If a position is questionable as to Union membership, there shall be impact negotiations to resolve the dispute.

In all cases in this agreement where the masculine gender is used, it shall also mean, and apply equally to, the feminine gender. In all cases in this agreement where the singular tense is used to refer to a member of the bargaining unit, it shall refer equally to each and every other member of the bargaining unit.

ARTICLE III - Agency Shop

The Village agrees, in accordance with Chapter 677 of the 1977 Laws of the State of New York, to deduct from the salary of an employee who is not a member of the Union but who is represented by the Union for the purpose of collective negotiation, an Agency Shop Fee in an amount equivalent to the amount of dues payable by a member of the Union.

ARTICLE IV - Grievance Procedure

Any dispute arising concerning the interpretation or application of the terms of this contract, or the rights claimed to exist there under, shall be the subject of a grievance, and shall be processed in accordance with the following procedure:

A grievance of an employee or employees shall be presented by his or their Delegate and the employee(s) concerned to his or their department head or immediate supervisor.

In the event such grievance is not resolved within five (5) working days from such presentation, it shall then be presented by the Union to the Village Manager for settlement.

If the Village Manager is unable to settle the grievance within fifteen (15) days, then the Union shall present the grievance to the NYS Public Employment Relations Board for Voluntary Grievance Arbitration. The arbitrator's decision shall be final and binding on all parties. The Village and the Union shall share equally the costs and expenses of the arbitration.

ARTICLE V - Disciplinary Action

Disciplinary action, appeals there from, and all related matters shall be in conformance with the New York State Civil Service Law, (Section 75).

The Village reserves the right to take disciplinary action including, but not limited to, duty assignments, suspensions with or without pay and dismissal. Cause for disciplinary action shall include but not be limited to conduct unbecoming a Village employee, conduct that tends to bring the Village into disrepute, participation in any strike or job action, habitual lateness, failure to report for duty, to accept overtime assignments in time of emergency, or violations of any regulations of the Village Work Rules.

ARTICLE VI - Retirement

Employees at the time of initial (full-time) employment with the Village must join the New York State Employee's Retirement System.

The Village has adopted the State "25 Year Career Retirement Plan" and pays the full cost thereof. Retirees who are employed after their separation from the Village and

who are covered by health insurance by their new employer will have that health insurance as their primary coverage and the Village provided insurance as secondary.

Upon written notice of retirement by an Employee, the Village shall designate a personnel officer, who will inform the prospective retiree of available retirement counseling. The Village will provide one personal leave day, during each term of this Agreement, to retiring Employees for pre-retirement planning (both the over 50/under 50) programs offered at state sponsored counseling seminars. In addition, the Village will advise the Employee of benefits the retiree is entitled to pursuant to this Agreement.

ARTICLE VII - Compensation of Members

A. Effective June 1, 2002, the wages for all full time members of the bargaining unit will be adjusted as follows: June 1, 2002, additional 2.75% over base wage; December 1, 2002, 3.00% over base wage; June 1, 2003, 3.25% over base wage; December 1, 2003, 3.25% over base wage; June 1, 2004, 3.25% over base wage.

B. Compensation for all full time employees shall be amended as set forth above and illustrated in the attached wage schedule.

The new starting salary shall be \$30,000.00 per year commencing with the date of ratification of this agreement.

If any other bargaining unit of Mount Kisco employees receives a higher percentage increase effective during the life of this Agreement, the above wages will be adjusted annually to equal such higher percentage.

ARTICLE VIII - Hospitalization & Life Insurance

For the effective period of this agreement and thereafter until the same is duly modified and/or superseded, the Village does hereby covenant and agree that it will pay one hundred percent (100%) of the required annual (or periodic) premiums to be paid to the State Health Plan for and on account of such hospital confinement and surgical plan or plans, as the members of the Union may now be, or hereafter become members, of said plan in each instance to include the full-time, active members of the Union and members of his or her immediate family (limited to spouse and children).

The Village shall have the right at its option during the term of this agreement to change carriers or provide for self-insurance of all the above benefits, provided, however, that the employees and their dependents shall be guaranteed the continuation of existing benefits or their benefit equivalent.

Employees hired after June 1, 1989 must contribute 25% of the cost of the health insurance plan provided to them by the Village until they reach their top pay grade step.

Employees hired after June 1, 1992 must contribute 25% of the cost of the health insurance plan provided to them by the Village.

Any employee who elects not to avail themselves of the health insurance plan coverage shall be reimbursed by the Village for 50% of the health insurance premium that would have been paid by the Village. Any member presently taking this option is not eligible for coverage under the Village's Health Insurance Plan, unless they are not covered by another plan.

The employee must notify the employer upon hiring of their election for that enrollment year. An employee, subsequent to their employment year, must make their election during the open period as set forth in the health insurance plan provided by the Village.

All employees who have reached the top salary step may elect not to receive health insurance benefits for a subsequent year during the open period for such election, and will be compensated therefore as in the present practice.

The Village shall no longer pay the Medical Part B portion of a retiree's health insurance. (This sentence will be deleted if, in fact, research of Section 167A of NYS Civil Service Law pertains to this issue.)

Effective June 1, 1999 the Village shall pay 100% for individual coverage and 50% for dependant coverage for health insurance for employees of the bargaining unit who retire after that date and who have completed ten (10) years of service with the Village.

Any employee due any payment from the Village upon retirement, due to their accumulation of sick leave, may elect not to take payment therefore in a lump sum upon retirement and may use the value therefore to their credit and pay the employee's portion of their retirement health insurance plan. The Employee must notify the Employer of their option election hereunder prior to retirement.

All active members of the unit shall initially be covered by a \$50,000 Life Insurance Policy at no cost to the member. This coverage shall be determined by the regulations of the insurance company.

ARTICLE IX - Leave

SICK LEAVE

Members of the Unit hired before June 1, 1989 shall be entitled to "sick leave with pay" earned at the rate of one and a quarter (1 1/4) days per month and shall be entitled to a maximum accumulation of two hundred twenty (220) work days. Sick leave may be used for each day an employee is absent from work. The Village Manager may require a statement for absences of less than four (4) days if, in his judgment, a physician's statement is necessary to establish the reason for employee's absence.

Employees hired after June 1, 1989 will earn 12 sick days per year accrued as is the present practice.

Employees who report for work and remain on the job until 12:00 noon and who thereafter report sick and leave work will be charged 1/2 sick day for the time of said illness.

To be eligible for sick leave, the employee must notify his/her supervisor as soon as possible that he/she will be unable to report to work due to personal illness or illness of an immediate family member.

Sick leave with pay may not be used in place of vacation. Upon resignation, retirement, or death, but not involuntary termination or discharge, members shall be paid at the rate of fifty (50%) percent of the value of said days. Employees receiving sick leave buy out shall have accumulated fifty (50) sick days. In computing the value of sick leave pay out for the purposes of compensation, sick leave will be valued at the rate earned commencing with the lowest rate of earned sick time. The annual salary of the employee will be added to the longevity payment, if any, due the employee. This sum will be divided by 2080 hours and the dividend will be multiplied by 8 hours to yield the value of one day. The percentage pay out for the appropriate bracket of number of days will then be multiplied to yield the dollar amount due the employee.

The Village Manager may approve use of earned annual vacation when sick leave benefits have been exhausted.

Employees who use less than four days sick leave and/or personal days in any one fiscal year shall receive a bonus at the end of that fiscal year, as follows:

3 Days used	-	\$400
2 Days used	-	\$500
1 or No Days used	-	\$600

BEREAVEMENT LEAVE

Members of the Unit are further entitled to four (4) days leave with pay if they suffer death in the immediate family, defined as spouse as well as natural, step, adopted or adoptive: child, parent, parent-in-law, brother or sister, brother-in-law, sister-in-law, niece or nephew or grandparents. Bereavement leave for other relatives (i.e., aunt, uncle, etc.) of members of the employee's personal household shall be three (3) days. Bereavement leave days shall be taken within three (3) weeks of the applicable date of death.

JURY LEAVE

If an employee is selected for jury duty or is subpoenaed as a witness before a court, such employee will be excused for such service with pay not to exceed thirty (30) days for Jury Duty. Any fees received for this service shall be payable to the Village of Mount Kisco. This section shall not apply if the employee is suing or being sued, and must be

in court. These types of absences must be covered under annual vacation, personal leave or leave without pay.

PERSONAL LEAVE

All employees shall be granted three (3) personal leave days each year for the purpose of taking care of personal business. Personal leave is available to employees for the purpose of conducting business of a pressing personal nature which cannot be provided for during non-work hours. Said leave is not available for casual purposes such as shopping nor the pursuit of pleasurable activities. Employees acknowledge in requesting that they be given personal leave that it is for the purposes outlined and shall not otherwise be required to provide a specific reason for said leave.

The granting of personal leave is conditioned upon prior notification to the department head. One of the personal leave days may be used for an emergency, in which case prior notification shall be waived as long as the employee makes notification as soon as is practicable. Any unused personal days at the end of the fiscal year shall be added to the employee's accumulated sick leave total.

FAMILY LEAVE

The Village shall adopt the Family Leave Act (FLSA) to provide for family care.

ARTICLE IX-A - Workers Compensation

The Village shall provide worker's compensation coverage provided by New York State Law.

ARTICLE X - Holidays

The parties hereto expressly acknowledge and agree that all Village Employees shall observe the following legal holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	The Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Holidays falling on a Saturday shall be observed on the preceding Friday and holidays falling on a Sunday shall be observed on the succeeding Monday.

ARTICLE XI - Overtime

From time to time, the Village Manager may have occasion to assign overtime duty. Normally, overtime assignments are voluntary. Upon occasion, the Village Manager can require overtime work when, for any reason, he feels that such overtime work is needed to adequately maintain management of Village affairs. Overtime shall be paid at the rate of one and one-half times the normal regular hourly rate.

The Deputy Town Clerk/Registrar shall receive a minimum recall of three (3) hours for services provided regarding death certificates on weekends, holidays or vacation leave, as well as call-ins after regular working hours.

All employees hired after 6/1/98 shall receive overtime payment, at the rate of time and one-half (1.5) their normal rate of pay, for all hours worked in excess of forty (40) hours per week.

ARTICLE XII - Vacations

The following annual vacation benefits shall apply to members covered:

- a) Less than one (1) year of service:
5/6 working days for each month which may not be taken until after six months' service.
- b) One (1) year of service, but less than three (3) years' service:
ten (10) working days' vacation.
- c) Three (3) years or more of service:
fifteen (15) working days' vacation per year.
- d) Ten (10) years or more of service:
twenty (20) working days' vacation per year.
- e) Twenty (20) years or more of service:
twenty-five (25) working days' vacation per year.

The Anniversary date shall be the basis for computing earned vacation, that is, the amount of vacation time earned in one year is taken in the succeeding year. Vacations shall not be accumulative. A Village holiday occurring during a vacation period shall not be considered as a day of vacation.

Vacation not taken, due to extenuating work or personal circumstances, during the calendar year may be taken within ninety days after the subsequent Anniversary date.

ARTICLE XIII - Lounge & Work Break

The Village hereby agrees to provide lounge facilities which shall include a rest room for the use of the members of the Unit. The Village hereby further agrees that each member of the Unit is permitted to have one 15-minute coffee break per day.

ARTICLE XIV - Work Week and Work Day

The work day and work week for all full-time employees shall consist of seven (7) hours with a one hour unpaid lunch period and the work week shall be five (5) days, Monday through Friday. The work hours shall be 8:30AM to 4:30PM.

ARTICLE XV - Seniority

Seniority will be based on the date of commencement of employment. Management will maintain a current seniority list of its personnel. This list will be used in determining employee preferences in leave.

ARTICLE XVI - Out of Title Work

It is hereby agreed between the parties that in the event it is necessary for any member of the Unit to take over temporarily some or all of the duties of any other employee of the Village, or if it is necessary for any member of the unit to, in addition to that member's usual duties, take over some or all of the duties of another member of the Unit, then, in such event, such person shall be entitled to an increase in pay under the following terms and conditions:

If such additional work is continuously done by said member of the Unit for a period in excess of ten (10) calendar days, then, in such event, beginning with the eleventh calendar day such party shall be entitled to an increase in pay, which increase shall be not less than five percent (5%) of said person's annual salary as of said eleventh day and not greater than twenty-five percent (25%) of said person's salary as of said eleventh day, and said increase shall continue to be paid until such time as said person resumes his or her normal duties.

In the event such period of additional work continues for a period of one hundred eighty (180) calendar days, said 180 calendar days to be measured from the first day on which said person begins such additional duties, then in such event said person shall be entitled to additional compensation for the first through eleventh day that said person has undertaken such additional duties.

The determination regarding said person's increase in salary, that is not less than five percent (5%) or more than twenty-five percent (25%), shall remain the sole decision of the Village Manager for the Village of Mount Kisco, and the parties herein agree to be bound by said decision.

All changes in work assignment shall be given to the employee in writing, designating the expected length of such change, as well as the additional compensation percentage to be paid, if any is anticipated.

ARTICLE XVII - Dental, Life and Optical Plans

It is agreed that the members of the Unit represented by the Union will be included in any Village Life Insurance and/or Dental Plan offered to other Village employees. The Village shall pay the full cost of such dental and/or life insurance program presently provided to other Village employees.

Upon retirement, members of the bargaining unit may, at their option, exercise conversion rights for any or all such benefits to be continued into retirement, at the employee's expense, to the extent permitted by providers of the coverage and applicable laws.

The Employer will pay the full cost of Federation of Police Optical Plan for all Employees.

ARTICLE XVIII - Separability

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this agreement shall not invalidate the remaining portions thereof. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XIX - Longevity

The following longevity schedule shall apply as the minimum longevity payment for each bargaining unit member:

Completed Years of Service	Amount
5 years	\$1430
10 years	\$1630
15 years	\$1830

In the event that the Village agrees to pay non-bargaining unit managerial employees of the Village an amount of longevity that is greater than the amounts provided herein, the employees in the bargaining unit shall also receive those greater amounts.

Longevity is to be paid between November 15 and December 1 of each year.

ARTICLE XX - Entire Agreement

BOTH PARTIES AGREE THAT THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE EMPLOYER AND THE UNION AND NO VERBAL STATEMENT

OR OTHER AGREEMENT IN WHATEVER FORM, EXCEPT THAT AN AMENDMENT TO THIS AGREEMENT IN WRITTEN FORM AND ANNEXED TO THIS AGREEMENT SPECIFICALLY AS AN AMENDMENT THERETO, SHALL SUPERSEDE OR VARY, AS THE CASE MAY BE, ANY OF THE PROVISIONS OF THIS CONTRACT. ANY PRIOR WRITTEN OR VERBAL COMMITMENT OR AGREEMENT BETWEEN THIS EMPLOYER AND THE UNION OR ANY INDIVIDUAL EMPLOYEE IN THE BARGAINING UNIT IS HEREBY SUPERSEDED.

ARTICLE XXI - Taylor Law Provisions

SEC. 204-a. AGREEMENTS BETWEEN PUBLIC EMPLOYERS AND EMPLOYEE ORGANIZATIONS.

"ANY WRITTEN AGREEMENT BETWEEN A PUBLIC EMPLOYER AND AN EMPLOYEE ORGANIZATION DETERMINING THE TERMS AND CONDITIONS OF EMPLOYMENT OF PUBLIC EMPLOYEES SHALL CONTAIN THE FOLLOWING NOTICE IN TYPE NOT SMALLER THAN THE LARGEST TYPE USED ELSEWHERE IN SUCH AGREEMENT."

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

"2. EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS FOR RATIFICATION SHALL PUBLISH SUCH SUBMISSION AND SHALL READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO CONSIDER RATIFICATION."

"3. WITHIN SIXTY DAYS AFTER THE EFFECTIVE DAY OF THIS ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE THEREAFTER SHALL, UPON SUCH EMPLOYMENT, BE FURNISHED WITH A COPY OF THE PROVISIONS OF THIS SECTION."

ARTICLE XXII - General

A. The Village shall provide each employee with a quarterly itemized summary all accrued time and/or leave (i.e., vacation days, sick leave, compensatory time, personal leave, etc.) due to such employee. The first such summary shall be provided for the period prior to July 1, 1998.

B. When an employment position opens, or is anticipated to open, within the Village, said position and job description shall be posted on the employees' bulletin board, and other conspicuous places in the facilities of the Village, for a period of thirty (30) days to give eligible interested employees an opportunity to submit an application.

C. Newly-hired employees shall receive orientation as to wages and available benefits. A union representative shall be included at the orientation to provide additional input as may be requested.

D. Educational Incentive *Effective June 1, 2003*: The Village will reimburse each employee who wishes to take advantage of any training or schooling that is related to employment of the individual employee. The employee will be *reimbursed 100% for coursework provided a grade of C or better is received*. The employee shall receive advance approval of the Village Manager for said training *or schooling* which shall not be unreasonably denied. *This benefit will be limited to \$1,000.00 per contract year per employee.*

E. Labor/Management Committee: This committee shall meet monthly to discuss: Job Postings, composition of the bargaining unit, probationary employees, length of service for these positions. The committee will also review salaries and benefits of the various employees, specifically starting salaries and benefits within the bargaining unit and compare them with similar positions within the county utilizing agreeable criteria. The committee will render its opinion from time to time as to whether the bargaining unit salaries and benefits are competitive with other communities.

F. The contract shall have the following appendages:

- 1) Harassment Policy
- 2) Code of Ethics.

The Village is considering adopting the Empire Plan as the Insurance Carrier and the Federation has no objection to this change as long as the benefits are equal to or similar to the present Insurance Plan.

Sharon Sullivan will be paid all back wages to *May 18, 2002* as well as vacation time, holidays and other fringe benefits. These calculations will be pro-rated if Sharon worked less than the prescribed time as a full time employee.

ARTICLE XXIII - Term of Agreement

This Agreement shall become effective June 1, 2002 and shall terminate at midnight May 31, 2005.

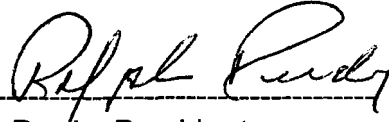
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN.

VILLAGE OF MOUNT KISCO

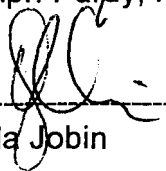
BY 
Patricia Dwyer, Village Manager

5/16/03
Date

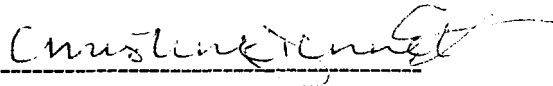
UNITED FEDERATION OF POLICE OFFICERS, INC.

BY 
Ralph Purdy, President

5/22/03
Date

BY 
Kyla Jobin

5-16-03
Date

BY 
Christine Dennett

5-16-03
Date