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Contract Database Metadata Elements

Title: **Warwick, Village of and Full-Time Office Staff, Village of Warwick (1995)**

Employer Name: **Warwick, Village of**

Union: **Full-Time Office Staff, Village of Warwick**

Local:

Effective Date: **06/01/95**

Expiration Date: **05/31/98**

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Warwick, Village Of And Village Of
Warwick Ft Office Staff

162-9 VI
37690 WC

AGREEMENT

JUNE 1, 1995 - MAY 31, 1998

BETWEEN

THE VILLAGE OF WARWICK

AND

FULL-TIME OFFICE STAFF, VILLAGE OF WARWICK

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

FEB 18 1997

OFFICE OF THE CLERK

AGREEMENT

1. The parties to this agreement are the Village of Warwick, hereinafter called the Employer and all permanent, full-time office staff employees of the Village Offices, Village of Warwick, hereinafter called the Office Staff.
2. The Office Staff now desire to enter into a written agreement for the following reasons:
 - a. To recognize the legitimate interests of the Office Staff of the Village of Warwick.
 - b. To promote fair and reasonable working conditions.
 - c. To promote fair and reasonable efficiency and service to the residents of the Village of Warwick.
 - d. To avoid interruption or interference with the efficient operation of the Village's business.
 - e. To maintain and harmonize cooperative relations between the Village of Warwick and the Office Staff.

The conditions shall be as follows:

SECTION I

Rights and Responsibilities of the Employer

- A. The Employer retains all authority, rights and responsibilities possessed heretofore, except as they may be specifically modified and expressly limited by provisions of this agreement. Said authority, rights and responsibilities include, but are not limited to the following:
 1. To determine the mission, purposes, objectives, policies and standards of service to be offered by its Office Staff.
 2. To determine the facilities, methods, means and number of personnel required to provide services.
 3. To direct, deploy, supervise and utilize the Office Staff.
 4. To hire, promote, transfer, assign and retain the Office Staff and to suspend, discharge or take disciplinary action against the Office Staff.
 5. To set the time and hours for each Office Staff Employee not to exceed a forty (40) hour work week. Such hours shall be scheduled between Monday and Friday, not earlier than 7:00 a.m. nor later than 6:00 p.m., unless an agreement is reached by both the Employer and the Office Staff

Employee to extend beyond these limits.

6. To relieve the Office Staff from duties because of lack of work, or for other legitimate reasons.

SECTION II

Rights and Responsibilities of the Office Staff

1. The Office Staff shall have the right to participate in or refrain from participating in the activities of negotiating unit free from interference, coercion, restraint, discrimination or reprisal.
2. The Employer recognizes the Office Staff as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment for all Office Staff Employees of the Village of Warwick.
3. The Employer will not negotiate with any other individual or organization with reference to terms and conditions of employment during the terms of this agreement.
4. The Office Staff shall have the right of collective representation in disputes and other problems with the Employer, that have not been resolved by the Office Staff through discussion with the Employer. The Office Staff shall designate a spokesperson for this purpose and shall notify the Employer of said designation no later than ninety (90) days after ratifications of this agreement, by the Employers and Office Staff. Thereafter, during the life of this agreement, either party may request a meeting of the other party concerning disputes and other matters arising in connection with administration of this agreement. Such request shall be in writing and shall include a statement of the specific subject matter or matters to be discussed. Any agreement or understanding reached as a result of such meetings shall be in writing.

SECTION III

Wages

1. All Office Staff Employees shall be salaried, based on an hourly rate of pay.
2. During the 1995-98 fiscal years, Office Staff Employees shall receive an annual salary increase of four (4) percent for each year of the contract, effective June 1, 1995.
3. Required and authorized hours in excess of the normal (32 1/2 hour) work week shall be compensated with equal compensatory time, to be scheduled at the discretion of the Employer.
4. Vacation time taken in five (5) or more consecutive days shall be paid in advance.

SECTION IV

Longevity Pay

1. Longevity pay: In addition to the regular salaries per Office Staff Employee, the following schedule of longevity pay shall be in effect, effective June 1, 1994, to be determined as of the Office Staff Employee's anniversary date. Longevity pay shall be paid in a flat amount in accordance with the following formula:

After five (5) complete years of service -	\$250.00
After ten (10) complete years of service -	\$300.00
After fifteen (15) complete years of service -	\$350.00
After twenty (20) complete years of service -	\$400.00
After twenty-five (25) complete years of service -	\$450.00

2. In the event an Office Staff Employee leaves the service of the Village of Warwick within any five (5) year period, and for reasons of disability or retirement, longevity pay shall be prorated.

SECTION V

Promotions

1. It shall be the policy of the Employer to fill vacant positions by promotion of qualified Office Staff employees, when possible.
2. Notice of an opportunity for promotion, due to a vacancy or newly created position shall be posted for a period not less than five (5) working days. Such notice shall state the position, salary and qualification requirements. The Mayor shall accept applications from all interested Office Staff Employees and other applicants during such period.
3. Eligibility for appointment shall be determined by an applicant's relevant experience and other qualifications, as demonstrated on his/her application, selection interview and such practical tests of ability, as the Employer may administer. As between applicants with substantially equal qualifications, seniority shall prevail.

SECTION VI

Leave With Pay

1. Holidays:

A full-time Office Staff employee shall receive the following twelve (12) holidays, as paid leave days:

New Years Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day and Office Staff Employee's Birthday.

When any such holiday falls on a Saturday or Sunday, either the following Monday or the preceding Friday shall be observed as a holiday at the Employer's discretion. Alternatively, the Employer may credit an Office Staff Employee with an extra day of vacation in lieu of such holiday substitution.

2. Vacation:

- a. An annual vacation shall be granted to each Office Staff employee as follows:

Length of service	Vacation Time Per Year
6 Months	3 Days
1 Year	10 Days
4 Years	12 Days
7 Years	15 Days
10 Years	17 Days
13 Years	20 Days
21 Years Plus	1 Day for each year of service

- b. Vacation time not taken during the calendar year in which it was accrued, may, with the consent of the Employer, be taken as additional compensation at the end of such year at the rate of pay earned when the vacation time was accrued. Vacation time may be carried forward for not more than one (1) year after the calendar year in which it was accrued. In the event such vacation time is carried forward for each additional year and not used during the same, it shall either be paid (at the rate in which it was earned) as additional cash compensation as hereinabove provided or granted as paid leave time, as determined by the Employer.

- c. For any person hired after June 1, 1995, at the beginning of their second year of service, they shall be required to use fifty (50) percent of earned vacation and may only carry the remaining fifty (50) percent for one (1) year.

2. Sick leave:

- a. The Office Staff employee shall earn sick leave at a rate of two (2) hours per week and shall be credited two (2) hours each week for a total of thirteen (13) days sick leave annually.
- b. Sick leave shall be authorized in the event of illness or other physical disability, medical examination or treatment which cannot be scheduled outside of working

hours, and quarantine by order of the public health authorities. Office Staff Employees shall submit a physician's certificate or other satisfactory proof of his/her sickness or disability to the Employer, as a condition of claiming sick leave.

- c. The Office Staff Employee is responsible for notifying the Village Offices each time sick leave is to be taken, and the reason thereof. Advance notification shall be given whenever possible, no later than one-half (1/2) hour after the normal time for reporting to work. However, in the event that the work of an Office Staff Employee is such that a substitute will be required, the Village offices may require earlier notification whenever possible but not more than two (2) hours prior to the beginning of the Office Staff Employee's work day. Failure to provide proper notification, failure to submit such proof of illness or disability, as may be required, unsatisfactory evidence of illness or evidence indicating that the physical condition of an employee was not such as to justify absence from work, or any other abuse of sick leave may be cause for disciplinary action, at the discretion of the Employer.
- d. In the event that an Office Staff Employee is injured or disabled in the discharge of his/her duties, he/she shall be entitled to such time off as may be medically necessary for his/her treatment and convalescence. The time thus required for such treatment and convalescence shall be in addition to and not in diminution of the Office Staff Employee's sick leave allowance or accruals, pursuant to the terms of this agreement. The Office Staff employee shall be paid his/her regular salary only until such time as he/she shall be certified as fit to return to work, or certified unable to return to work permanently. During such time as the Office Staff Employee receives compensation payments as the result of such injury, illness or disability, the obligation of the Employer shall be limited to such amount over and above said disability payment as will equal the Office Staff Employee's regular salary, until such time as the Office Staff Employee is certified unable to return permanently to his/her official duties.
- e. Unused accumulated sick leave credits shall not be compensated for in the event of the separation of the Office Staff Employee. The Office Staff Employee returning to the service of the Employer in a permanent position within one (1) year of termination, shall be re-credited with sick leave credits which were cancelled at the time of his/her separation.

3. Personal Leave:

Personal leave with pay for personal business, including religious observances, which for compelling reasons require an Office Staff Employee to be absent from work. Such leave

may be granted without charge against leave credits at the discretion of the Employer. A request for personal leave shall be in writing stating the amount of time being requested, limited to three (3) days per year. Personal leave time may not be accrued.

4. Leave for Jury and Court Attendance:

- a. Upon proof of the necessity of jury services or appearance as a witness pursuant to subpoena or other order of the court, an Office Staff Employee shall be granted leave of absence with pay, with no charge against leave; provided however, that this provision, shall not apply to any absence by an Office Staff Employee occasioned by such an appearance if he/she is a party to an action.
- b. An Office Staff Employee shall be entitled to the difference between his/her daily pay leave fees received as a witness or juror. To comply with the requirement, the Office Staff Employee shall, within ten (10) days of receipt, submit to the Employer, all jury and court fees. Mileage fees shall be retained by the Office Staff Employee.
- c. In the event an Office Staff Employee is excused from jury or witness duty, he/she shall return to work unless three (3) or less hours remains in the normal work day.
- d. An Office Staff Employee ordered by the court to appear as a juror or witness must submit verification from the court for each day their attendance is required.

5. Bereavement Leave:

In the event of death of a member of an Office Staff Employee's immediate family (herein after defined as either spouse, child, parent, spouse's parent, grandparent, brother, sister), said Office Staff Employee shall receive up to three (3) days leave with pay, in the event his/her presence is required in the household during the scheduled working hours, and he/she must arrange for or participate in the burial. Such leave shall be in addition to any other paid leave provided in this agreement.

SECTION VII

Health Insurance

1. The Village shall provide group Health Insurance to all Office Staff Employees. Such coverage shall be Individual Coverage or Family Plan according to the marital status of the Office Staff Employee. The health insurance plan shall be that of Blue Cross and Major Medical or another plan of equal or better benefits.

2. The cost of such health insurance shall be borne by the Village for any Office Staff Employee hired prior to October 1, 1991. Any Office Staff Employee hired subsequent to June 1, 1992 shall pay twenty (20) percent towards the cost of Individual Coverage and twenty (20) percent towards the cost of a Family Plan.
3. If an Office Staff Employee chooses not to be covered by the Village's health insurance, the Office Staff Employee will be paid the sum of five hundred (500) dollars annually. However, the Office Staff Employee must show that he/she does have health insurance. The decision of the Office Staff Employee to change their coverage shall be made at the beginning of the fiscal year. Payment to the Office Staff Employee for any declination of said medical coverage shall be made at the end of the fiscal year. Additionally, any Office Staff Employee who has declined medical coverage, may add or increase said coverage at a cost of twenty (20) percent. However, the Employer retains the right to waive any costs based on the Office Staff Employee's need for such change. Any Office Staff Employee hired prior to October 1, 1991, who has never received compensation for insurance declination may upgrade coverage one (1) time at no cost, should the need arise.
4. Any person hired after June 1, 1995 shall pay twenty-five (25) percent toward Health Insurance coverage.
5. The Village shall reimburse the Office Staff Employee up to three hundred and sixty (360) dollars annually for dental work and/or eye care for either the Office Staff Employee and/or his/her family, upon verification that such dental work and/or eye care was/were performed.

SECTION VIII

Work Rules

It shall be the duty and obligation of the Office Staff Employee to abide by and conform to the work rules established by the Employer, provided that such rules and regulations are not in conflict with this agreement.

SECTION X

Duration of Agreement

- A. The Agreement shall be effective June 1, 1995 and shall continue in full force and effective until May 31, 1998.
- B. Said agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least one hundred and eighty (180) days prior

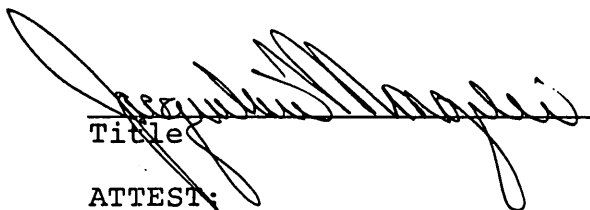
to the termination date that it desires to modify same. In the event that such notice is given, negotiations shall begin, no later than one hundred and fifty (150) days prior to the termination date; this agreement shall remain in full force and be effective during the period of negotiations and until the termination date set forth hereinabove.

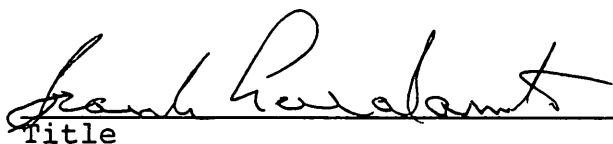
It is understood and agreed by the parties that if any part or provisions of this agreement is held to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract would not contain the particular part or provisions held to be invalid.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be signed by their duly authorized officers as of the 28TH day of MARCH, 1995.

ATTEST:

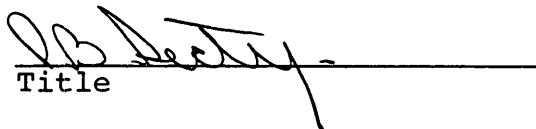
FOR THE EMPLOYER:

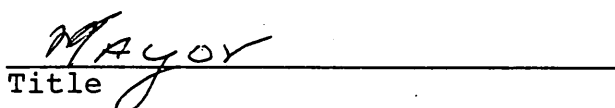

Title


Title

ATTEST:

FOR THE OFFICE STAFF:


Title


Title