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IN THE MATTER OF THE ARBITRATION

-between-

VILLAGE OF SPRING VALLEY,

Public Employer,

-and-

POLICEMEN'S BENEVOLENT ASSOCIATION
OF THE VILLAGE OF SPRING VALLEY,

Employee Organization.
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JOSEPH A. HAMERMAN, ESQ
Attorney for Village

RAYMOND G. KRUSE, ESQ.
Attorney for Employee
Organization

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL
CONSULTANTS

The undersigned, SIDNEY A. WOLFF, Panel Chairman, JOSEPH SCHREIBER, Employer Panel Member, and RICHARD FISCINO, Employee Organization Panel Member, having been duly designated a Public Arbitration Panel by Honorable Robert D. Helsby, Chairman, New York State Public Relations Board, under Civil Service Law, Sec. 209.4, to hear and determine the controversy between the parties as to the provisions of a new Collective Bargaining Agreement following the termination on May 31, 1975 of their previous Agreement, and having duly heard their proofs and allegations and having taken into consideration all the circumstances and other relevant factors as provided in the aforesaid Sec. 209.4, AWARD as follows:

1. TERM OF AGREEMENT

The Term of the Agreement shall be for two (2) years commencing June 1, 1975 and ending on May 31, 1977.

2. RECOGNITION

There shall be no change in the Recognition Clause.

3. WORK DAY AND WORK WEEK

This demand of the Employee Organization is denied. However, provision shall be made for a Joint Committee consisting of two (2) representatives of the Village and two (2) representatives of the Employee Organization to seek means for the scheduling of tours that will avoid undue hardship and inequities subject, of course, to staffing requirements.

4. OVERTIME

Effective June 1, 1976, the first 20 hours of regular overtime in any quarter shall be paid in compensatory time off at the rate of time and a half, and in cash at time and a half for overtime hours over 20 hours in any quarter, which, however, at the option of the employee may be paid in compensatory time off at time and a half.

All outstanding overtime accruals shall be up-dated and posted monthly.

Compensatory time off, when earned and elected, shall be added to the employee's vacation credits and shall be useable, or payable on retirement, in the same manner as vacation time.

All employees shall be paid at the rate of time and one-half for all "call outs" or "call backs" and payable at the employee's option either in cash or compensatory time off for a minimum of four (4) hours.

With respect to any request for compensatory time off, Supervision may, in its discretion, deny a request for compensatory time off if, in its judgment, the granting of such a request would conflict with staffing requirements.

5. VACATIONS, HOLIDAYS AND PERSONAL LEAVE

There shall be no change in the vacation and holiday provisions.

Effective June 1, 1976, two (2) days of personal leave per year shall be allowed each employee after his first full year of employment.

Effective June 1, 1976, during the three (3) calendar day period following the day of death, there shall be paid to the employee up to three (3) days' pay for regular working time lost due to funeral attendance in the event of death of spouse, children, parents, brother, sister or grandparents.

6. HEALTH INSURANCE

There shall be no change in these provisions.

7. LIFE INSURANCE

There shall be no change in these provisions, except

Jan

JP Rst

EFFECTIVE JUNE 1, 1976

that the life insurance coverage shall be increased to \$20,000.00, plus double indemnity in the event of accidental death or dismemberment.

Jan

JP Rst

EFFECTIVE JUNE 1, 1976

8. SICK LEAVE

Employees shall be allowed 1-1/4 working day of sick time with pay in each calendar month. The maximum sick leave accumulation to be increased to 180 days with 1/2 of any unused sick leave to be paid (in cash or as terminal leave at option of Supervision) upon retirement.

9. GRIEVANCE AND ARBITRATION

The clause proposed by the Union and recommended by the Fact Finder is approved and shall be included in the contract, but with provision for submission to the Arbitrator as provided in the "DISCHARGE AND DISCIPLINE" clause.

10. DISCHARGE AND DISCIPLINE

The clause recommended by the Fact Finder is approved and shall be included in the contract, but with the additional provision that if the parties shall be unable to agree on an Arbitrator, then the Arbitrator shall be selected in accordance with the Voluntary Grievance Arbitration Procedures of the Public Employment Relations Board for the resolution of grievances.

11. UNIFORM ALLOWANCE

Replacement by the Employer shall be made, as necessary, of worn or irreparably damaged uniforms.

12. COLLEGE COURSES

This demand is disallowed.

13. RIGHTS OF EMPLOYEES

This demand is disallowed.

14. SALARIES

Effective June 1, 1975, a salary increase of six (6%) per cent for the contract year commencing June 1, 1975, to be applied to each step of the 1974-1975 salary schedule, and an additional salary increase of six (6%) per cent for the contract year commencing June 1, 1976 to be applied to each step of the 1975-1976 salary



schedule.

15. NIGHT SHIFT DIFFERENTIAL

rest

This demand is disallowed, with the exception that a five (5%) per cent differential shall be paid for service on the 6:00 p.m.-to-2:00 a.m. Tour, *EFFECTIVE JUNE 1, 1976*

16. LONGEVITY

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There shall be no change.

17. The new contract shall contain the provisions of the previous contract (June 1, 1972 - May 31, 1975), as amended and changed by this award.

Following the receipt of this award, the parties are DIRECTED FORTHWITH to incorporate in one document all the applicable provisions of their Collective Bargaining Agreement.

18. With the consent of the parties, this Panel will retain jurisdiction to decide any dispute that may arise during the preparation of the formal contract to implement this Award.

DATED: NEW YORK, NEW YORK,
April 19th, 1976.

Sidney A. Wolff

SIDNEY A. WOLFF,
PANEL CHAIRMAN.

CONCUR as to all the Findings hereinbefore set forth, with the exception of those contained in Item "5", denying a change in VACATION provisions, Item "12", and Item "13".

Richard K. Piscino

RICHARD FISCINO,
EMPLOYEE ORGANIZATION PANEL
MEMBER.

CONCUR as to all the Findings hereinbefore set forth, with the exception of those contained in Item "8", and the granting of a five (5%) per cent differential as provided in Item "15".

Joseph Schreiber

JOSEPH SCHREIBER,
EMPLOYER PANEL MEMBER.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 17 day of April, 1976, before me personally appeared SIDNEY A. WOLFF, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Leila White

LEILA WHITE
COMMISSIONER OF DEEDS
City of New York 1-1260
Certificate filed in New York County
Commission Expires Feb. 1st, 1978

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 4 day of April, 1976, before me personally appeared JOSEPH SCHREIBER, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Lucia Jones

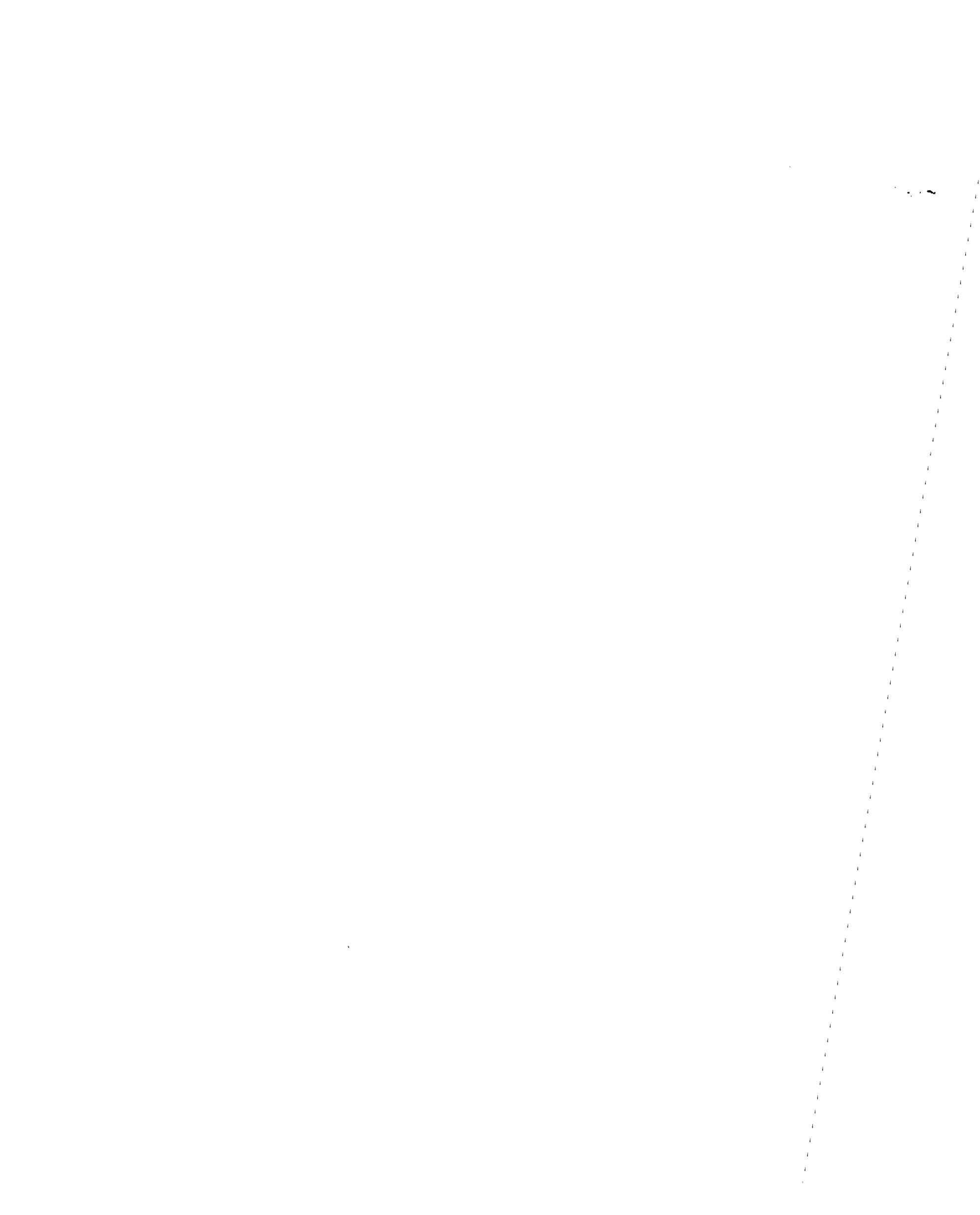
LEILA WHITE
COMMISSIONER OF DEEDS
City of New York 1-1260
Certificate filed in New York County
Commission Expires Feb. 1st, 1978 77

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this 4 day of April, 1976, before me personally appeared RICHARD FISCINO, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

Lucia Jones

LEILA WHITE
COMMISSIONER OF DEEDS
City of New York 1-1260
Certificate filed in New York County
Commission Expires Feb. 1st, 1978 77



CA-0047, M75-519

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-between-

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Public Employer,

-and-

POLICEMEN'S BENEVOLENT ASSOCIATION
OF THE VILLAGE OF SPRING VALLEY,

Employee Organization.

JOSEPH A. HAMERMAN, ESQ.
Attorney for Village

RAYMOND G. KRUSE, ESQ.
Attorney for Employee
Organization

*Contribution
Received
4/21/76*

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schedule.

15. NIGHT SHIFT DIFFERENTIAL

This demand is disallowed, with the exception that a five (5%) per cent differential shall be paid for service on the 6:00 p.m.-to-2:00 a.m. Tour.

16. LONGEVITY

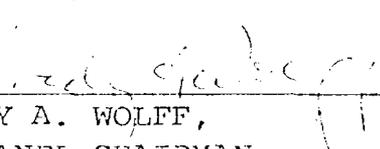
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17. The new contract shall contain the provisions of the previous contract (June 1, 1972 - May 31, 1975), as amended and changed by this award.

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DATED: NEW YORK, NEW YORK,
April 19th, 1976.



SIDNEY A. WOLFF,
PANEL CHAIRMAN.

CONCUR as to all the Findings hereinbefore set forth, with the exception of those contained in Item "5", denying a change in VACATION provisions, Item "12", and Item "13".

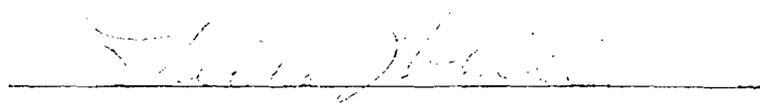
RICHARD FISCINO,
EMPLOYEE ORGANIZATION PANEL
MEMBER.

CONCUR as to all the Findings hereinbefore set forth, with the exception of those contained in Item "8", and the granting of a five (5%) per cent differential as provided in Item "15".

JOSEPH SCHREIBER,
EMPLOYER PANEL MEMBER.

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this day of April, 1976, before me personally appeared SIDNEY A. WOLFF, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.



LELA WHITE
NOTARY PUBLIC
City of New York #1290
County of New York County
Commission Expires Feb. 16, 1978

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

On this day of April, 1976, before me personally appeared JOSEPH SCHREIBER, to me known and known to me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same.

STATE OF NEW YORK)
) SS.:
COUNTY OF ROCKLAND)

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