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Contract Database Metadata Elements

Title: **Valley Stream, Village of and Village of Valley Stream Blue Collar Unit II, Long Island Public Service Employees (LIPSE), United Marine Division, International Longshoremens Association, AFL-CIO, Local 342 (1997)**

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

Union: **Village of Valley Stream Blue Collar Unit II, Long Island Public Service Employees (LIPSE), United Marine Division, International Longshoremens Association, AFL-CIO**

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Local 342 (Blue Collar Unit II)

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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OFFICE OF THE CLERK

Collective Bargaining Agreement

Between

the

Incorporated Village of Valley Stream, a public employer, having its principal place of business at Village Hall, 123 South Central Avenue, Valley Stream, New York as employer (hereinafter referred to as the EMPLOYER)

and

Local 342, Long Island Public Service Employees, United Marine Division, International Longshoremen's Association, AFL-CIO, (hereinafter referred to as the UNION) having its principal place of business at 501 William Floyd Parkway, Shirley, New York 11967.

June 1, 1997 through May 31, 2001

Blue Collar Employees
(Unit II)

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This is an AGREEMENT made this 15th day of December, 1997 between the VILLAGE OF VALLEY STREAM, a Municipal Corporation of the State of New York, having its principal place of business at Village Hall, 123 South Central Avenue, Valley Stream, New York, as EMPLOYER (hereinafter referred to as the EMPLOYER) and LOCAL 342, LONG ISLAND PUBLIC SERVICE EMPLOYEES, UNITED MARINE DIVISION, INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO, an employee organization having its principal place of business at 501 William Floyd Parkway, Shirley, New York, (hereinafter referred to as the UNION)

WHEREAS, the New York State Public Employment Relations Board certified the UNION, as the collective bargaining agent for the blue collar unit as its representative for the purpose of collective negotiations and the settlement of grievances on the 20th day of January 1972, and

WHEREAS, it is the intention of the parties to this agreement to insure peaceful adjustment and settlement of grievances and continue the efficient operations of the Village, and

WHEREAS, the parties have negotiated collectively over the wages, hours, and terms and conditions of employment in the unit hereinafter set forth and have reached certain understandings which they desire to confirm in this Agreement,

NOW, THEREFORE, in consideration of the mutual promises herein contained, the EMPLOYER and the UNION agree as follows.

ARTICLE 1
BARGAINING UNIT

This Agreement shall cover the employees in the job classifications hereinafter set forth:

Unit II Blue Collar : Included but not limited to all employees in the following titles: Auto Mechanic, Automotive Servicer, Cleaner, Fire Alarm Electrician, Solid Waste Disposal Facilities Attendant, Grounds Keeper, Laborer, Laborer II, Maintainer, Motor Equipment Operator I, Motor Equipment Operator II, Parking Meter Attendant, Parking Meter Servicer, Sanitation Worker, Senior Maintainer, Senior Motor Equipment Operator, Senior Utility Worker, Sign Painter, Tree Trimmer, Tree Trimmer Helper, Utility Worker, Security Aide and Weigher.

Excluded: All other employees.

ARTICLE 2
WORK SCHEDULE

SECTION A

The working day of employees shall not be more than eight (8) hours, and the working week shall not exceed forty (40) hours, except as may otherwise be provided herein. The daily hours shall be continuous, except for lunch periods of one-half (1/2) hour. Such lunch periods shall not be included in the working day or work week.

SECTION B

The work week for all Unit employees except security aides and those on a summer pool schedule shall be as follows:

Option 1. Monday to Friday or Tuesday to Saturday 30% premium pay for Saturday in addition. There shall be rotation of employees so as to have equal distribution of premium pay (Saturday). Employees will be guaranteed two (2) consecutive days off each week unless they work six (6) days in a week.

Option 2. Monday to Friday with Saturday time and one-half for Saturday (6th day) and employee must work 6th day Saturday. Sunday time and one-half at all times. Employees will be guaranteed two (2) consecutive days off each week unless they work 6 days in a week.

Employees who are scheduled to be off duty on a day on which a holiday falls shall be paid on a straight-time basis one extra day's pay for the day off, or six (6) days pay for five (5) days work in that week.

SECTION C

(a) The normal work week for security aides shall consist of five (5) days of work of eight (8) hours each, totaling forty (40) hours per week. The normal work week shall consist of five (5) days of work Monday through Sunday. Security aides will have two (2) consecutive days off.

b) Summer schedule (May-September) for employees at the pool shall consist of five (5) days of work Monday through Sunday with two (2) consecutive days off with no premium pay for Saturday or time and one-half for Sunday.

Section D

Work Day - The hours of work now prevailing in the department and/or shifts indicated shall continue:

a) Day Shift - 7:00 A.M. to 3:30 P.M. except Sanitation workers, who shall work from 6:30 A.M. to 3:00 P.M.

b) Evening Shift - 4:00 P.M. to 12:30 A.M.

c) Night Shift - Midnight to 8:30 A.M.

d) "Early Sweeper" Shift - one street sweeper machine operator may be designated for either 4:00 A.M. or 5:00 A.M. starting time, provided that the starting time is the same for a period of thirty days. Replacement personnel for additional sweepers may be assigned to a 4:00 A.M. or 5:00 A.M. starting time by the EMPLOYER.

e) Rest Periods - Each employee shall be granted two rest periods, each of which will be of a fifteen (15) minute duration. One rest period shall be taken during the first half of the shift and one in the second half of the shift, at times to be set by the EMPLOYER.

f) The hours indicated above may be modified for any employee or group of employees by mutual agreement of the EMPLOYER and the UNION, provided that the Union's consent to a proposed modification shall not be unreasonably withheld. In the event that the EMPLOYER wishes to arbitrate the issue of whether the Union has withheld its consent unreasonably, it may demand an immediate arbitration before any of the following arbitrators: Max Doner, Howard Edelman, Herbert Marx. The EMPLOYER may make inquiries concerning the arbitrator's availability before choosing which one to use. If none of the three named arbitrators is available, the regular arbitration procedure will be used. The arbitrator shall consider the efficiency of the EMPLOYER'S operations and any disruption to employees' lives.

SECTION E - Work Rules

Work rules presently in effect are incorporated herein by reference, and shall remain effective, except where specifically and mutually agreed upon by the EMPLOYER and the UNION in writing.

Sanitation crews are required to clean up spillage caused by the crew in the process of garbage or refuse collection.

All employees charged with Code Enforcement shall be uniformed during work hours unless the Superintendent of Public Works determines otherwise.

ARTICLE 3 SALARY AND WAGES

SECTION A - Regular Wages

1. Effective June 1, 1997 the hourly salary schedule in effect on May 31, 1997 will be increased by two percent (2%).
2. Effective June 1, 1998 the hourly salary schedule in effect on May 31, 1998 will be increased by three and one half percent (3 1/2%).
3. Effective June 1, 1999 the hourly salary schedule in effect on May 31, 1999 shall be increased by three and one half percent (3 1/2%).
4. Effective June 1, 2000 the hourly salary schedule in effect on May 31, 2000 shall be increased by three and one half percent (3 1/2%).
5. Salary schedules setting forth the above increases are annexed hereto.
6. Part time and seasonal salary schedules are annexed hereto.
7. Part-time Highway Dispatcher is to be paid on the full-time scale.

SECTION B - Overtime Pay

1. Overtime pay within a department shall first be offered to all full-time employees in the same job title as equally as operations permit.

2. Overtime shall be paid for at the rate of one and one-half times the regular hourly rate, after eight (8) hours per day, or forty (40) hours per week. Overtime at twice the regular hourly rate shall be paid after sixteen (16) consecutive hours of work in a day. All work prior to starting time as set forth in this Agreement will be overtime.

3. Employees who work on a holiday, as hereinafter set forth, shall receive time and one-half, plus the normal day's pay, provided said employees have worked the previous day and work the following day. If the day before or the day after is a personal day, it shall be counted as a day worked. The Village may at its option allow a sick day as a day worked before or after a holiday.

SECTION C - Late Shift Pay

1. Each employee who works a tour of duty or shift which commences on or after 4:00 P.M. and terminates eight (8) hours thereafter shall be paid during the said tour or shift an additional twenty (20) cents per hour. The purpose of this additional payment is to provide a differential for an evening tour or shift and is not to provide an additional twenty (20) cents per hour for overtime after 4:00 P.M.

2. Each employee who works a tour of duty or shift which commences on or after 11:00 P.M. and before 1:00 A.M. shall be paid during the said tour or shift an additional twenty-five (25) cents per hour. The purpose of this additional payment is to provide a differential for the so-called graveyard tour and is not to provide an additional twenty-five (25) cents per hour for overtime after 11:00 P.M.

SECTION D - Call-in-Pay

When employees are called in to work before or after the work day, they shall be guaranteed a minimum of four (4) hours work at their overtime rate of pay, provided that the commencement of such extra time is not less than four (4) hours prior to their regular starting time in which instance they will receive their overtime rate for time actually worked. If, however, the employees are not furnished work, they shall be paid for two (2) hours at their normal rate of pay.

SECTION E - Mechanic's Tool Allotment

An annual tool allotment of one hundred (\$100.00) dollars shall be paid to each mechanic and automotive servicer on June 1 of each year.

ARTICLE 4 HOLIDAYS

SECTION A

The following days shall, during the term of this Agreement, be deemed to be holidays and days off with pay and observed as such on the date indicated, or, in the alternative, on any other date designated by either National or State proclamation:

New Year's Day

Columbus Day

Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day

Election Day
 Veterans Day
 Thanksgiving Day
 1/2 day Christmas Eve
 Christmas Day
 1/2 day New Year's Eve

SECTION B

In the event any of the above holidays falls on a Saturday, it shall be observed the preceding Friday, provided operations of the EMPLOYER permit. In the alternative the EMPLOYER shall designate the following Monday as the day on which the holiday will be observed. A holiday which falls on a Sunday shall be observed on the following Monday, or on any alternate date designated by proclamation. (See SECTION A).

ARTICLE 5 VACATIONS

SECTION A

Each employee shall be entitled to vacations based upon the following schedule:

10 days after one year	16 days after seven years
11 days after two years	17 days after eight years
12 days after three years	18 days after nine years
13 days after four years	19 days after ten years
14 days after five years	20 days after eleven years
15 days after six years	25 days after twenty years*

* Effective June 1, 1998.

SECTION B

Years of service shall be defined, for the computation of vacation and/or other similar fringe benefits provided in this Agreement, as the total service time elapsed from an employee's original date of employment, which service must be consecutive. In the event employees are rehired they shall have their years of service bridged after five (5) years of re-employment.

SECTION C

Requests for vacations shall be submitted in writing to the department head by March 1st and vacation schedules shall be approved in writing by March 30th of each year. Preference for vacations shall be decided by seniority.

SECTION D

Vacation time, or any unused portion thereof, shall not be cumulative from year to year. All employees must take vacation earned each year unless the department head approves, in writing, the carry-over of vacation from one year to another. At no time may an employee accumulate more than two years vacation

including the current year. The EMPLOYER will grant vacations on a consecutive basis and at the time desired by an employee, where reasonably possible to do so, if requested in writing, addressed to the appropriate department head or supervisor, but reserves the final right to allot an employee's vacation period, or any part thereof, to such extent as the EMPLOYER may deem the same to be necessary to insure orderly operation, as well as adequate and continuous service to the public.

Upon termination of employment, vacation days shall be prorated and shall be paid upon two weeks' notice by the employee.

ARTICLE 6
SICK LEAVE

SECTION A

Sick leave allowance shall be accumulated at the rate of fifteen (15) days per calendar year (one and one-quarter (1/4) days per month). Employees shall be entitled to an unlimited accrual of sick leave. No sick leave days shall be granted except at the EMPLOYER'S discretion until the conclusion of the probationary period, although sick leave days shall be earned during this probationary period.

Unused, accumulated sick leave days will be paid in cash upon retirement or separation except in case of a disciplinary separation or discharge for cause, to a total maximum one hundred and thirty (130) days, at the rate of pay in effect upon retirement or separation. In the event of the death of an employee, the payment will be made to the employee's estate. The total of used sick leave days and accumulated unused sick leave days may not exceed one hundred and thirty (130) days maximum in the year of the employee's retirement or separation. Whether or not an employee's total of used sick leave days and accumulated unused sick leave days may exceed one hundred thirty (130) days maximum in the year of the employee's retirement or separation shall be at the discretion of the Village Board of Trustees upon a review of the merits of the individual case.

Upon retirement employees shall be paid by the Employer for accumulated and unused sick leave days as follows:

- a) One-third (1/3) of the entitlement paid upon retirement;
- b) One-third (1/3) to be paid one (1) year from the date of retirement;
and
- c) One-third (1/3) to be paid two (2) years from the date of retirement.

The EMPLOYER may at its sole discretion pay retiring employees their full entitlement upon retirement if the total accumulated and unused sick leave days are less than twenty-five (25).

SECTION B

Employees who become ill while on vacation may use their sick time for the remainder of the illness and shall retain their entitlement to the balance of said vacation, provided proper notice is given and a doctor's certificate is presented. Rescheduling of unused vacation must be made with the department head.

SECTION C

1. Employees absent for more than two (2) consecutive working days, because of personal illness, may be required to submit a doctor's certificate, explaining the nature of the illness upon return to duty.

2. Upon returning to work, employees may be required to submit a doctor's certificate should they report for work in the morning and leave the job thereafter due to illness.

SECTION D

Employees with less than ten (10) accumulated sick leave days and more than one (1) year of service may be required to submit a doctor's certificate for any absence due to illness.

SECTION E

The EMPLOYER shall have posted quarterly in the Village Hall, the Highway Garage, and the Park Department Office a copy of the accumulated sick time of all blue collar employees.

SECTION F

Both the UNION and the EMPLOYER recognize that there has been an abuse of sick leave by some employees. Both the UNION and the EMPLOYER agree to eliminate excessive absenteeism and patterns of absenteeism in conjunction with weekends, holidays, vacations, and periods of heavy work load, or any other patterns. Both the UNION and the EMPLOYER will meet quarterly to review sick leave usage and to take such steps as are necessary to carry out the Agreement, which may include the denial of sick leave.

SECTION G

After four (4) months of paid sick or compensation leave, an employee will not earn vacation, personal leave, or sick leave.

ARTICLE 7 PERSONAL LEAVE

Employees shall be granted five (5) personal leave days a year on their anniversary date of employment. Personal leave days shall be requested in writing at least three (3) working days prior to the day requested and the employee shall be given written notice of approval or disapproval at least two (2) days prior to the day requested. In the event of an emergency, upon written consent of the EMPLOYER, the time limits above provided may be waived. An employee's scheduled personal day shall not be cancelled except in an emergency. No reason has to be given for personal leave days. However, preference will be given to those employees who state their reason for requesting a personal leave day. Any unused personal leave days accumulated on an employee's anniversary date shall be credited to the employee's vacation accumulation.

ARTICLE 8
FUNERAL LEAVE

SECTION A

An employee will be entitled to three (3) days funeral leave in the event of the death of any of his or her following relatives: wife, husband, child, mother, father, brother, sister, son-in-law, daughter-in-law, grandchild, mother-in-law, father-in-law.

Employees shall be entitled to two (2) days funeral leave in the event of the death of the employee's grandparent.

Funeral leave days shall run consecutively, excluding Sundays, commencing with the day of death of the employee's relative.

SECTION B

Additional days may be taken and may be charged against the employee's unused personal days or unused sick time.

ARTICLE 9
JURY DUTY

Employees who are notified to serve on jury duty must submit such notice to the Village Administrator, and time served in connection therewith shall not be deducted from the regular pay of such employee. Time served, pursuant to such notice of jury duty, shall not be charged against any accumulated time to which the employee is entitled under this Agreement. Employees shall be paid their regular salary by the EMPLOYER for the period of time served for jury duty.

ARTICLE 10
LEAVES OF ABSENCE

SECTION A

Upon written request setting forth the reason, an employee may be granted a leave of absence without pay, not to exceed one (1) year. Upon return from a leave of absence, an employee shall be reinstated in the same or comparable position at the discretion of the EMPLOYER. An employee on a leave of absence for an illness may be required to furnish a doctor's certificate stating that the employee is able to return to full-time duties, or may be required to be examined by a doctor appointed by the EMPLOYER. An employee who fails to return from a leave of absence will be deemed to have resigned.

SECTION B - Selective Service Examination

An employee shall be excused without loss of pay for the purpose of taking examinations as ordered by Selective Service.

SECTION C - Military Leave

An employee inducted for training and service in the Armed Forces of the United States, after satisfactorily completing his or her service, shall on his or her separation from Service, be entitled to re-employment in accordance with and subject to the provisions of any applicable Federal Law and State Law providing re-employment rights following Military Service.

ARTICLE 11 UNIFORMS

The EMPLOYER shall, at its expense, and at no cost to the employees, provide, maintain and replace uniforms for all employees required to wear a uniform in the amounts and for the periods indicated herein.

1. Three (3) sets of shirts and trousers, one (1) parka and two (2) three-quarter (3/4) length winter jackets for each employee during the period from November 1 through March 31 of each year.

2. Three (3) sets of shirts and trousers for each employee during the period from April 1 through October 31 of each year.

Said uniforms must be worn while on the job and may be worn going to and from work. Said uniforms shall not be worn at any other time.

ARTICLE 12 HEALTH INSURANCE

SECTION A

1. The EMPLOYER shall pay the full cost of the STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK administered by PRECISE BENEFITS ADMINISTRATORS INC. for all full-time employees.

Any employee, however, shall have the option of enrolling in any other option as provided by law, with the EMPLOYER paying the equivalent sum of the cost of the STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK administered by PRECISE BENEFITS ADMINISTRATORS INC.

2. Health insurance coverage shall be available to part-time employees. Part-time employees wishing to purchase hospitalization coverage with the consent of the insurance carrier must pay one month's premium in advance to the Village.

3. The EMPLOYER agrees to continue to implement the terms of the Plan of Insurance in effect on June 1, 1990 with the Provident Life And Casualty Insurance Co. with the modifications outlined in Appendix "A" attached hereto and now administered by PRECISE BENEFITS ADMINISTRATORS INC. Said Plan will cover all incumbent workers and retirees.

4. The EMPLOYER and the UNION shall establish a Health Insurance Advisory Committee consisting of equal members representing the EMPLOYER and the UNION, not to exceed three (3) members each. The Committee shall meet quarterly or more often as agreed and is charged with monitoring costs of the PLAN and claims with the shared mutual intention of controlling costs of insurance for the EMPLOYER. This Committee shall evaluate the performance of the health insurance plan for the purpose of making recommendations to the EMPLOYER and the UNION. On recommendation of the Committee, coverages and reimbursements shall be adjusted in order to effect cost control. Further, the parties shall track health costs and CPI data as the guide to reasonable cost escalations in insurance costs during the term of this Agreement.

The PLAN shall be in effect concurrently with the collective bargaining agreement.

SECTION B

The Employer shall have the option to change insurance carriers or providers providing health insurance benefits do not decrease below the level in effect under the Statewide Plan in effect on December 1, 1984 and upon previous consultation with the Union.

SECTION C - Paid Up Medical Plan on Retirement

1. Effective January 17, 1991 upon retirement of a full-time employee with twenty (20) years of service with the Village of Valley Stream the EMPLOYER shall pay the full cost of the STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK administered by PRECISE BENEFITS ADMINISTRATORS INC. or such other Plan selected by the EMPLOYER after consultation with the UNION as per section B of this Article 12. Such insurance shall remain in effect during the lifetime of the employee.

2. Upon retirement of the employee with a minimum of ten (10) but less than twenty (20) consecutive years of service with the EMPLOYER, the EMPLOYER shall pay fifty (50%) percent of the cost of the individual's coverage and thirty-five (35%) percent of the employee's dependent coverage for health insurance. Such insurance shall remain in effect during the lifetime of the employee.

3. Certain employees will be "grandfathered" into health insurance paid in full on retirement as per paragraph (1) of this Article 12, Section C above if the following conditions are met:

a) On January 17, 1991, the employee has at least fifteen years of service with the Village of Valley Stream and will have attained the age of sixty (60) prior to retirement, or

b) the employee will be at least fifty (50) years of age as of May 31, 1991 and will have a minimum of 12 years of service with the Village at the time of retirement.

ARTICLE 13
RETIREMENT BENEFITS

SECTION A - Improved Non-Contributory 1/50th Plan

The EMPLOYER shall pay the full cost of the employee's contribution to the New York State Retirement System, on the basis of the 55 year-1/50th plan, retroactive to 1938, under Section 75I of the New York State Social Security Law.

SECTION B

All employees hired by the EMPLOYER after July 1, 1976 shall be enrolled in the Coordinated-Escalator Retirement Plan and shall contribute the percentum of annual wages prescribed by law.

SECTION C - Ordinary Death Benefit

If an employee dies before retirement under the 1/50th non-contributory plan the death benefit payable if employee dies before age 55 will equal one month's salary (based on average salary during the 12 months before death) for each year of service with the maximum benefit limited to three years of salary, provided the Employee has credit for one or more years of service as a member.

SECTION D - Tax Favored Savings Plan (Insured Retirement Plan)

The EMPLOYER and the UNION agree that an Insured Retirement Plan (Tax Favored Savings Plan) permitted by the New York State Legislature for public employees and administered by Progressive Planned Administrators Inc. is adopted by mutual consent by the EMPLOYER and the UNION.

ARTICLE 14
PROMOTIONS

SECTION A

A promotion shall mean a transfer other than temporary to a higher-graded job and pay. The EMPLOYER may place promoted employees on any step of the new classification's schedule which is not lower than the Employee's previous salary. A promoted employee, however, shall receive an increase of at least one thousand (\$1,000) dollars per year, provided that no employee shall be paid more than the top step for the position he or she is in.

SECTION B

Employees wishing to be considered for a listed vacancy shall make a written application to the Personnel Department with a copy to the employee's department head.

SECTION C

The EMPLOYER shall post all vacancies, ten (10) working days prior to filling vacancies. Those employees desiring to apply for the posted job shall be

supplied with an appropriate application by the EMPLOYER.

SECTION D

The senior employee having the ability and physical fitness to perform the vacant job will be given first consideration for promotion.

SECTION E

The senior employee, for the purpose of this provision, shall be the employee with the greatest length of service in the classification next lower in rank in the promotion ladder from which the promotion is sought.

ARTICLE 15 TEMPORARY TRANSFERS

SECTION A

Any employee temporarily assigned to a higher graded job shall receive the salary of the higher job.

SECTION B

Any employee working in a higher title on a temporary basis, shall be paid at the rate of pay for the higher grade. The employee's new salary in the temporary grade shall be the minimum increment over his old salary. The pay at this rate shall commence on the first day that the employee is working at the higher grade. The senior employee will have the opportunity to work temporarily in the higher grade whenever a temporary vacancy occurs, but such employment in a higher grade shall not be construed as giving any right to the senior employee to promotion.

SECTION C

No employee shall work in a higher title on a temporary basis for longer than fifty (50%) percent of the time during any twelve (12) month period commencing with the date of original assignment without being permanently assigned to the higher title.

ARTICLE 16 LAYOFFS

SECTION A

For the purpose of layoffs seniority shall be defined as continuous full-time employment in the blue-collar unit described herein from the employee's last date of hire in such unit.

SECTION B

If layoffs become necessary, seasonal, part-time and probationary employees within the department will be laid off first. If after all the foregoing and provisional employees in the department have been laid off and other reduction in the work

force is necessary, the employees in each classification of the EMPLOYER shall be laid off by inverse seniority.

SECTION C

Employees with seniority in the department shall, in lieu of the layoff, have a right to be transferred to another classification in the place of employees with less seniority in the department, provided that, in the sole judgment of the EMPLOYER, the employees are qualified for classification to which they seek transfer, which judgment shall not be unreasonably applied, and further provided, they have Civil Service status for the job to which they are transferred. Employees so transferred shall receive the increment pay nearest to their previous job.

SECTION D

1. Before hiring new employees, employees who have been laid off shall be given the opportunity to apply for available jobs. Notice to laid-off employees shall be sent by Registered or Certified mail, Return Receipt Requested, at last known address. If an employee, so notified, fails to apply for the available work within fifteen (15) days from the date of receipt of return of the notice, he or she shall be removed from the Seniority list.

2. Those employees in each classification having the most seniority shall be recalled to work in order of their individual seniority status.

SECTION E

Employees may at the option of the EMPLOYER be assigned or reassigned from shift to shift within classification provided, however, that such assignment be based upon the inverse order of seniority within the classification.

ARTICLE 17 PROTECTION OF EMPLOYEES

SECTION A

Discipline of employees subject to Section 75 of the Civil Service Law shall be by the following procedure in lieu of Section 75:

Upon a UNION challenge of an employee's discipline or discharge, the VILLAGE shall appoint a hearing officer who shall have no direct involvement with the circumstances underlying the attempted discipline or discharge. The hearing officer shall hold a hearing based upon written charges of misconduct or incompetence. The hearing officer shall issue a written decision setting forth all his conclusions on whether discipline is warranted, and if so what the penalty should be. The hearing officer's recommendation shall be reviewable pursuant to steps 2 and 3 of the grievance and arbitration procedure. In step 3, the arbitrator shall review the MRC determination (or, in the event of a deadlock, the hearing officer's determination), using the same standards that a court of law would use in reviewing a Section 75 determination. The decision of the arbitrator shall be final and binding upon both parties.

SECTION B

Employees in the competitive, non-competitive, and labor classes shall be on probation during the first six (6) months of employment and may be discharged without cause during this period.

SECTION C

The EMPLOYER agrees to provide legal counsel to defend any assaulted employee in any action arising out of an unprovoked assault while on business of the EMPLOYER, except in cases involving an altercation between or among fellow employees.

SECTION D

If an unprovoked assault on an employee while in the business of the EMPLOYER results in loss of time, the employee shall be paid in full and such absence shall not be deducted from any sick leave or personal leave to which such employee is entitled.

ARTICLE 18
WELFARE INSURANCE

Dental, Optical, Disability and Life Insurance benefits for full-time employees

The EMPLOYER agrees to provide the sum of \$76.65 per month for each full time employee represented by the UNION for welfare insurance.

The said sum is to be paid for the purpose of furnishing dental, group life, accidental death and dismemberment, vision care and disability benefits under the UNION'S Group Insurance Plan. The payments are to be made by the EMPLOYER directly to the LOCAL 342 INSURANCE TRUST. The UNION agrees to receive from the EMPLOYER its approval of any changes in said benefits. The EMPLOYER agrees that it will not unreasonably withhold its consent. It is specifically understood that there will be no increases in costs to the EMPLOYER during the life of this contract.

ARTICLE 19
SAFETY AND HEALTH

SECTION A

It shall be the duty and responsibility of all personnel to take every reasonable precaution against unnecessary hazards that might render working conditions unsafe. Any such hazardous condition shall be reported immediately to the Village Administrator.

SECTION B

In any department where the EMPLOYER designated the use of a truck or other motor vehicle to have a complement of three (3) members as the normal crew thereof, the truck or other motor vehicle will not work unless three (3) employees are assigned to that particular unit. If one employee is detained for reasons beyond the control of the EMPLOYER, the truck can operate with two (2) men until as soon after 7:00 A.M. as the EMPLOYER can reasonably get another

employee to the truck.

SECTION C

In the event that the EMPLOYER is advised by the Nassau County Health Department that an inoculation, vaccination or other immunization will help prevent any of its employees from contracting a disease that is attributable to the work environment, the EMPLOYER will furnish such inoculation, vaccination or other immunization.

SECTION D

The EMPLOYER will supply to each of its employees a locker for the purpose of storing and hanging clothes. The employee shall be further provided adequate washing facilities.

ARTICLE 20 PERSONNEL FILES

SECTION A

Upon request by the employee, employees shall be permitted to examine their official employment personnel files.

SECTION B

There shall be only one official employee personnel file which shall be located in the office of the Personnel Officer in the Village Hall.

SECTION C

No material derogatory to employees shall be placed in their personnel files unless they have had an opportunity to read the material. The employee shall have the right to file an answer to the material filed.

ARTICLE 21 NON-DISCRIMINATION

The EMPLOYER and the UNION agree not to discriminate in any way against employees covered by this Agreement, on account of race, religion, creed, color, national origin, political affiliation, sex, age or the exercise of free speech.

This provision is subject to the grievance procedure, but shall not be subject to arbitration unless the UNION and each employee affected by the grievance submit a written waiver to the EMPLOYER prior to the submission to arbitration that the employees affected agree to accept the arbitration award as their exclusive remedy for any claims arising out of the events giving rise to the grievance, and specifically waive their rights to pursue any other legal or equitable remedy against the EMPLOYER based on the events giving rise to the grievance. Such waiver shall preclude any other course of action in the Courts or any other administrative agency against the EMPLOYER by the employees affected by the alleged grievance.

ARTICLE 22
USE OF PERSONAL VEHICLES

An employee using his or her personal vehicle for Village purposes shall be compensated at the rate of .32 cents per mile or the rate determined by the Internal Revenue Service (which ever is higher).

ARTICLE 23
UNION ACTIVITIES

SECTION A

The UNION agrees that there shall be no UNION activity of any kind on the EMPLOYER'S time, or use of the EMPLOYER'S facilities for UNION purposes, except as provided in this Agreement.

SECTION B

There shall be no UNION mass meetings on the EMPLOYER'S premises at any time.

SECTION C - Bulletin Boards

The UNION may use the EMPLOYER'S bulletin boards for posting notices that are signed by UNION officials. However, such notices must be approved by the Department Head. The EMPLOYER agrees that such approval shall not unreasonably be withheld.

ARTICLE 24
PAYROLL DEDUCTIONS

SECTION A

The EMPLOYER agrees to deduct from the wages due and payable to the employees covered by this Agreement who are members of the UNION, in conformity and consistent with the laws of the State of New York, a deduction as may be authorized by the employee for UNION membership dues and to transmit such dues to the UNION each pay period, provided each employee executes and files with the EMPLOYER a written authorization, authorizing the deduction by the EMPLOYER of his regular UNION dues as certified by the UNION, out of the wages due and payable to the employee.

SECTION B

Notification of discontinuance of deductions shall be in writing, in duplicate, signed by the employee and submitted to and filed with the EMPLOYER. Upon receipt of same, the EMPLOYER shall immediately forward one copy of the notification to the UNION.

SECTION C

The UNION shall furnish the EMPLOYER with a certification of the amount of the UNION membership dues and a check-off list.

SECTION D - Agency Shop

The EMPLOYER will provide for an agency shop fee deduction in accordance with the laws of the State of New York provided that (1) the UNION certifies to the EMPLOYER that it has established a refund plan pursuant to subdivision three of Section 208 of the Civil Service Law, and (2) the UNION indemnifies and holds the EMPLOYER harmless for any lawsuits or causes of action of any kind, including attorneys' fees, in connection with the making of agency shop fee deductions by the EMPLOYER.

SECTION E - C.O.P.E.

The EMPLOYER agrees to deduct voluntary payroll contributions to C.O.P.E. 342 upon written authorization by the employee, if permitted by law.

SECTION F - Credit Union

The EMPLOYER agrees to deduct voluntary employee payroll contributions to the Nassau Educator's Federal Credit Union.

ARTICLE 25
NO STRIKE CLAUSE

The UNION agrees that during the term of this Agreement neither it nor its officers or members will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, mass resignations, mass absenteeism, picketing, or other similar actions which would involve suspension of or interference with the normal work of the EMPLOYER. In the event that UNION members participate in such activities in violation of this provision, the UNION shall upon request notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities shall be subject to any law which controls such conduct.

ARTICLE 26
GRIEVANCE PROCEDURE AND ARBITRATION

SECTION A

A grievance is defined to be any difference which may arise between the EMPLOYER or the UNION, or between the EMPLOYER and an employee covered by this Agreement, as to any matters involving the interpretation, application, or violations of any provisions of this Agreement. Any matter not involving the interpretation, application, or violation of any provision of this Agreement shall not be subject to the arbitration clause contained herein.

SECTION B - Grievances shall be processed as follows:

Step 1. The aggrieved employee, either directly or through the UNION, shall submit his or her grievance in writing to the department head or to his or her designated assistant within twenty (20) days of the occurrence of the grievance. The latter shall render his or her decision within ten (10) days after the grievance

has been presented to him or her.

Step 2. If the grievance has not been settled at Step 1, the grievance shall be referred to the Municipal Relations Committee (MRC) in writing. The MRC shall render its decision within twenty (20) days after the grievance has been presented to it.

Step 3. If the grievance is not settled at Step 2, it may be referred to arbitration by either the UNION or the EMPLOYER. Either the UNION or the EMPLOYER shall request the American Arbitration Association to provide a panel of arbitrators from which the UNION and the EMPLOYER shall mutually select a single arbitrator in accordance with the Rules of the American Arbitration Association. In the event of no agreement, the American Arbitration Association shall select an arbitrator. The arbitrator shall not have any power to add to, subtract from, or modify the terms of this Agreement.

SECTION C

Arbitration expenses shall be shared equally by the EMPLOYER and the UNION. The decision of the Arbitrator shall be final and binding upon both parties.

SECTION D

The Municipal Relations Committee (MRC) shall be composed of six (6) voting members. Three of these members, including the Chair, shall be appointed by the EMPLOYER. Three members shall be appointed by the UNION.

SECTION E

The MRC shall meet monthly if there are grievances to be discussed.

SECTION F

Grievances to be discussed at this meeting shall be forwarded to the Chair of the Committee five (5) days before the meeting date.

SECTION G

Either party shall have the right to call an emergency meeting of the MRC.

SECTION H

The EMPLOYER shall have a right to present and process a grievance. Such a grievance shall be instituted at Step 2.

SECTION I

A non-member of the UNION who is an employee in the unit shall have a right to present and process a grievance. An officer of the UNION shall have the right to be present as an observer at any step of the grievance procedure where a non-member's grievance is being discussed.

SECTION J

Any grievance not appealed from a decision in Steps I, 2, and 3 within seven (7) working days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal or reconsideration unless such appeal or reconsideration is mutually agreed upon.

SECTION K

Time limits prescribed in the grievance procedure may be extended by mutual agreement of the UNION and the EMPLOYER.

ARTICLE 27
TIME OFF FOR GRIEVANCES

SECTION A

For the purpose of this Agreement, duly authorized representatives of the UNION who are employees of the EMPLOYER involved in a grievance which is being handled with the EMPLOYER will not suffer a deduction in pay for time spent during regular working hours attending meetings with the EMPLOYER'S officials or under the grievance procedure.

SECTION B

If it is necessary for the UNION'S shop steward and the EMPLOYER to discuss the EMPLOYER'S business outside of the shop steward's regular working hours, the shop steward shall be paid overtime at time and one-half. In the event any discussions between the shop steward and the EMPLOYER are conducted during the shop steward's normal working hours, then the shop steward shall be paid his or her regular pay.

ARTICLE 28
MANAGEMENT RIGHTS

The administration of the Village government and the direction of the employees in the unit here involved, including the hiring, promoting and retiring of employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work shifts and the assignment of employees thereto, as well as the control and regulation of the use of all equipment and property of the EMPLOYER, and the right to sub-contract all of which, provided that it does not displace any employee presently employed, shall remain the exclusive function of the EMPLOYER, subject, however, to the terms and provisions of this Agreement, as well as to any and all applicable Federal, State and/or municipal statutes, ordinances, and regulations.

ARTICLE 29
PROVISIONS OF AGREEMENT

SECTION A

Should any provision of this Agreement or any supplement thereto be held

invalid by any Court or tribunal of competent jurisdiction, or if compliance with, or enforcement of, any such provision shall be restrained by any Court, all other provisions of this Agreement and any supplement thereto, shall remain in force.

SECTION B:

Unless specifically provided for herein the Civil Service Law and Rules of the Nassau County Civil Service Commission shall govern.

SECTION C:

Should this Agreement expire before a successor Agreement is signed, all terms contained in this Agreement shall continue until a new Agreement is negotiated by the parties.

ARTICLE 30
COMPLIANCE WITH CIVIL SERVICE LAW SEC. 204-a

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.

ARTICLE 31
EFFECTIVE DATE

All terms and provisions shall become effective the 1st day of June, 1997, except as otherwise provided.

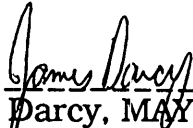
ARTICLE 32
TERMINATION OF AGREEMENT

This Agreement terminates midnight May 31, 2001.

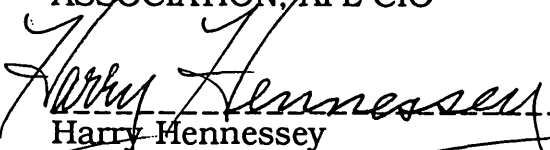
IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first mentioned above.

INCORPORATED VILLAGE OF
VALLEY STREAM

LOCAL 342, LONG ISLAND
PUBLIC SERVICE EMPLOYEES,
UNITED MARINE DIVISION,
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL CIO



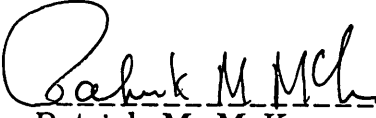
James Darcy, MAYOR



Harry Hennessey
PRESIDENT & GENERAL MANAGER

Dated: 12-16-97

Approved As To Form



Patrick M. McKenna
VILLAGE ATTORNEY

VILLAGE OF VALLEY STREAM
BLUE-COLLAR GRADES LISTING

<u>GRADE</u>	<u>CLASSIFICATION</u>
4	Recreation Attendant
8	Security Aide Senior Citizen's Program Development Aide
9	Cleaner
10	Laborer
14	Parking Meter Attendant Tree trimmer Helper
17	Highway Dispatcher
18	Motor Equipment Operator I
22	Fire Alarm Electrician Maintainer Sign Painter
24	Sanitation Worker Laborer II
28	Automotive Servicer Grounds Keeper Motor Equipment Operator II Solid Waste Disposal Facilities Attendant Senior Maintainer Senior Motor Equipment Operator Tree Trimmer
29	Parking Meter Servicer Utility Worker
30	Senior Utility Worker Automotive Mechanic

"INCORPORATED VILLAGE OF VALLEY STREAM
 BLUE COLLAR SALARY SCHEDULE (Unit II)
 EFFECTIVE JUNE 1, 1997

GRADE		HOURLY	BI-WEEKLY	ANNUALLY
4	Starting Salary	\$8.35	\$668.00	\$17,368.00
	Start of 2nd Year	\$9.36	\$748.80	\$19,468.80
	Start of 3rd Year	\$10.36	\$828.80	\$21,548.80
	Start of 4th Year	\$11.28	\$902.40	\$23,462.40
	Start of 5th Year	\$12.20	\$976.00	\$25,376.00
8	Starting Salary	\$12.08	\$966.40	\$25,126.40
	Start of 2nd Year	\$13.83	\$1,106.40	\$28,766.40
	Start of 3rd Year	\$15.58	\$1,246.40	\$32,406.40
	Start of 4th Year	\$16.86	\$1,348.80	\$35,068.80
	Start of 5th Year	\$18.13	\$1,450.40	\$37,710.40
9	Starting Salary	\$12.33	\$986.40	\$25,646.40
	Start of 2nd Year	\$14.13	\$1,130.40	\$29,390.40
	Start of 3rd Year	\$15.93	\$1,274.40	\$33,134.40
	Start of 4th Year	\$17.21	\$1,376.80	\$35,796.80
	Start of 5th Year	\$18.49	\$1,479.20	\$38,459.20
10	Starting Salary	\$12.44	\$995.20	\$25,875.20
	Start of 2nd Year	\$14.25	\$1,140.00	\$29,640.00
	Start of 3rd Year	\$16.05	\$1,284.00	\$33,384.00
	Start of 4th Year	\$17.35	\$1,388.00	\$36,088.00
	Start of 5th Year	\$18.65	\$1,492.00	\$38,792.00
14	Starting Salary	\$12.84	\$1,027.20	\$26,707.20
	Start of 2nd Year	\$14.67	\$1,173.60	\$30,513.60
	Start of 3rd Year	\$16.50	\$1,320.00	\$34,320.00
	Start of 4th Year	\$17.79	\$1,423.20	\$37,003.20
	Start of 5th Year	\$19.07	\$1,525.60	\$39,665.60
17	Starting Salary	\$12.93	\$1,034.40	\$26,894.40
	Start of 2nd Year	\$14.80	\$1,184.00	\$30,784.00
	Start of 3rd Year	\$16.67	\$1,333.60	\$34,673.60
	Start of 4th Year	\$17.96	\$1,436.80	\$37,356.80
	Start of 5th Year	\$19.25	\$1,540.00	\$40,040.00
18	Starting Salary	\$13.01	\$1,040.80	\$27,060.80
	Start of 2nd Year	\$14.88	\$1,190.40	\$30,950.40
	Start of 3rd Year	\$16.74	\$1,339.20	\$34,819.20
	Start of 4th Year	\$18.03	\$1,442.40	\$37,502.40
	Start of 5th Year	\$19.32	\$1,545.60	\$40,185.60
22	Starting Salary	\$13.24	\$1,059.20	\$27,539.20
	Start of 2nd Year	\$15.15	\$1,212.00	\$31,512.00
	Start of 3rd Year	\$17.05	\$1,364.00	\$35,464.00
	Start of 4th Year	\$18.34	\$1,467.20	\$38,147.20
	Start of 5th Year	\$19.62	\$1,569.60	\$40,809.60

24	Starting Salary	\$13.42	\$1,073.60	\$27,913.60
	Start of 2nd Year	\$15.30	\$1,224.00	\$31,824.00
	Start of 3rd Year	\$17.17	\$1,373.60	\$35,713.60
	Start of 4th Year	\$18.47	\$1,477.60	\$38,417.60
	Start of 5th Year	\$19.76	\$1,580.80	\$41,100.80
28	Starting Salary	\$14.31	\$1,144.85	\$29,764.80
	Start of 2nd Year	\$16.33	\$1,306.40	\$33,966.40
	Start of 3rd Year	\$18.34	\$1,467.20	\$38,147.20
	Start of 4th Year	\$19.61	\$1,568.80	\$40,788.80
	Start of 5th Year	\$20.88	\$1,670.40	\$43,430.40
29	Starting Salary	\$15.14	\$1,211.20	\$31,491.20
	Start of 2nd Year	\$17.23	\$1,378.40	\$35,838.40
	Start of 3rd Year	\$19.32	\$1,545.60	\$40,185.60
	Start of 4th Year	\$20.61	\$1,648.80	\$42,868.80
	Start of 5th Year	\$21.90	\$1,752.00	\$45,552.00
30	Starting Salary	\$15.82	\$1,265.60	\$32,905.60
	Start of 2nd Year	\$18.02	\$1,441.60	\$37,481.60
	Start of 3rd Year	\$20.22	\$1,617.60	\$42,057.60
	Start of 4th Year	\$21.50	\$1,720.00	\$44,720.00
	Start of 5th Year	\$22.78	\$1,822.40	\$47,382.40

*INCORPORATED VILLAGE OF VALLEY STREAM
 BLUE COLLAR SALARY SCHEDULE (Unit II)
 EFFECTIVE JUNE 1, 1998

GRADE		HOURLY	BI-WEEKLY	ANNUALLY
4	Starting Salary	\$8.64	\$691.20	\$17,971.20
	Start of 2nd Year	\$9.69	\$775.01	\$20,150.21
	Start of 3rd Year	\$10.72	\$857.60	\$22,297.60
	Start of 4th Year	\$11.67	\$933.60	\$24,273.60
	Start of 5th Year	\$12.63	\$1,010.40	\$26,270.40
8	Starting Salary	\$12.50	\$1,000.00	\$26,000.00
	Start of 2nd Year	\$14.31	\$1,145.60	\$29,785.60
	Start of 3rd Year	\$16.13	\$1,290.40	\$33,550.40
	Start of 4th Year	\$17.45	\$1,396.00	\$36,296.00
	Start of 5th Year	\$18.76	\$1,500.80	\$39,020.80
9	Starting Salary	\$12.76	\$1,020.80	\$26,540.80
	Start of 2nd Year	\$14.62	\$1,169.60	\$30,409.60
	Start of 3rd Year	\$16.49	\$1,319.20	\$34,299.20
	Start of 4th Year	\$17.81	\$1,424.80	\$37,044.80
	Start of 5th Year	\$19.14	\$1,531.20	\$39,811.20
10	Starting Salary	\$12.88	\$1,030.40	\$26,790.40
	Start of 2nd Year	\$14.75	\$1,180.00	\$30,680.00
	Start of 3rd Year	\$16.61	\$1,328.80	\$34,548.80
	Start of 4th Year	\$17.96	\$1,436.80	\$37,356.80
	Start of 5th Year	\$19.30	\$1,544.00	\$40,144.00
14	Starting Salary	\$13.29	\$1,063.20	\$27,643.20
	Start of 2nd Year	\$15.18	\$1,214.40	\$31,574.40
	Start of 3rd Year	\$17.08	\$1,366.40	\$35,526.40
	Start of 4th Year	\$18.41	\$1,472.80	\$38,292.80
	Start of 5th Year	\$19.74	\$1,579.20	\$41,059.20
17	Starting Salary	\$13.38	\$1,070.40	\$27,830.40
	Start of 2nd Year	\$15.33	\$1,226.40	\$31,886.40
	Start of 3rd Year	\$17.25	\$1,380.00	\$35,880.00
	Start of 4th Year	\$18.59	\$1,487.20	\$38,667.20
	Start of 5th Year	\$19.92	\$1,593.60	\$41,433.60
18	Starting Salary	\$13.47	\$1,077.60	\$28,017.60
	Start of 2nd Year	\$15.40	\$1,232.00	\$32,032.00
	Start of 3rd Year	\$17.33	\$1,386.40	\$36,046.40
	Start of 4th Year	\$18.66	\$1,492.80	\$38,812.80
	Start of 5th Year	\$20.00	\$1,600.00	\$41,600.00
22	Starting Salary	\$13.70	\$1,096.00	\$28,496.00
	Start of 2nd Year	\$15.68	\$1,254.40	\$32,614.40
	Start of 3rd Year	\$17.65	\$1,412.00	\$36,712.00
	Start of 4th Year	\$18.98	\$1,518.40	\$39,478.40
	Start of 5th Year	\$20.31	\$1,624.80	\$42,244.80

24	Starting Salary	\$13.89	\$1,111.20	\$28,891.20	25
	Start of 2nd Year	\$15.84	\$1,267.20	\$32,947.20	
	Start of 3rd Year	\$17.77	\$1,421.60	\$36,961.60	
	Start of 4th Year	\$19.12	\$1,529.60	\$39,769.60	
	Start of 5th Year	\$20.45	\$1,636.00	\$42,536.00	
28	Starting Salary	\$14.81	\$1,184.80	\$30,804.80	
	Start of 2nd Year	\$16.90	\$1,352.00	\$35,152.00	
	Start of 3rd Year	\$18.98	\$1,518.40	\$39,478.40	
	Start of 4th Year	\$20.31	\$1,624.80	\$42,244.80	
	Start of 5th Year	\$21.61	\$1,728.80	\$44,948.80	
29	Starting Salary	\$15.67	\$1,253.60	\$32,593.60	
	Start of 2nd Year	\$17.83	\$1,426.40	\$37,086.40	
	Start of 3rd Year	\$20.00	\$1,600.00	\$41,600.00	
	Start of 4th Year	\$21.33	\$1,706.40	\$44,366.40	
	Start of 5th Year	\$22.67	\$1,813.60	\$47,153.60	
30	Starting Salary	\$16.37	\$1,309.60	\$34,049.60	
	Start of 2nd Year	\$18.65	\$1,492.00	\$38,792.00	
	Start of 3rd Year	\$20.93	\$1,674.40	\$43,534.40	
	Start of 4th Year	\$22.25	\$1,780.00	\$46,280.00	
	Start of 5th Year	\$23.58	\$1,886.40	\$49,046.40	

*INCORPORATED VILLAGE OF VALLEY STREAM
 BLUE COLLAR SALARY SCHEDULE (Unit II)
 EFFECTIVE JUNE 1, 1999

GRADE		HOURLY	BI-WEEKLY	ANNUALLY
4	Starting Salary	\$8.94	\$715.20	\$18,595.20
	Start of 2nd Year	\$10.03	\$802.40	\$20,862.40
	Start of 3rd Year	\$11.10	\$888.00	\$23,088.00
	Start of 4th Year	\$12.08	\$966.40	\$25,126.40
	Start of 5th Year	\$13.07	\$1,045.60	\$27,185.60
8	Starting Salary	\$12.94	\$1,035.20	\$26,915.20
	Start of 2nd Year	\$14.82	\$1,185.60	\$30,825.60
	Start of 3rd Year	\$16.70	\$1,336.00	\$34,736.00
	Start of 4th Year	\$18.06	\$1,444.80	\$37,564.80
	Start of 5th Year	\$19.42	\$1,553.60	\$40,393.60
9	Starting Salary	\$13.21	\$1,056.80	\$27,476.80
	Start of 2nd Year	\$15.13	\$1,210.40	\$31,470.40
	Start of 3rd Year	\$17.07	\$1,365.60	\$35,505.60
	Start of 4th Year	\$18.43	\$1,474.40	\$38,334.40
	Start of 5th Year	\$19.81	\$1,584.80	\$41,204.80
10	Starting Salary	\$13.33	\$1,066.40	\$27,726.40
	Start of 2nd Year	\$15.27	\$1,221.60	\$31,761.60
	Start of 3rd Year	\$17.19	\$1,375.20	\$35,755.20
	Start of 4th Year	\$18.59	\$1,487.20	\$38,667.20
	Start of 5th Year	\$19.98	\$1,598.40	\$41,558.40
14	Starting Salary	\$13.76	\$1,100.80	\$28,620.80
	Start of 2nd Year	\$15.71	\$1,256.80	\$32,676.80
	Start of 3rd Year	\$17.68	\$1,414.40	\$36,774.40
	Start of 4th Year	\$19.05	\$1,524.00	\$39,624.00
	Start of 5th Year	\$20.43	\$1,634.40	\$42,494.40
17	Starting Salary	\$13.86	\$1,108.80	\$28,828.80
	Start of 2nd Year	\$15.87	\$1,269.60	\$33,009.60
	Start of 3rd Year	\$17.86	\$1,428.80	\$37,148.80
	Start of 4th Year	\$19.24	\$1,539.20	\$40,019.20
	Start of 5th Year	\$20.62	\$1,649.60	\$42,889.60
18	Starting Salary	\$13.94	\$1,115.20	\$28,995.20
	Start of 2nd Year	\$15.94	\$1,275.20	\$33,155.20
	Start of 3rd Year	\$17.94	\$1,435.20	\$37,315.20
	Start of 4th Year	\$19.31	\$1,544.80	\$40,164.80
	Start of 5th Year	\$20.70	\$1,656.00	\$43,056.00
22	Starting Salary	\$14.18	\$1,134.40	\$29,494.40
	Start of 2nd Year	\$16.23	\$1,298.40	\$33,758.40
	Start of 3rd Year	\$18.27	\$1,461.60	\$38,001.60
	Start of 4th Year	\$19.65	\$1,572.00	\$40,872.00
	Start of 5th Year	\$21.02	\$1,681.60	\$43,721.60

24	Starting Salary	\$14.37	\$1,149.60	\$29,889.60	27
	Start of 2nd Year	\$16.39	\$1,311.20	\$34,091.20	
	Start of 3rd Year	\$18.39	\$1,471.20	\$38,251.20	
	Start of 4th Year	\$19.79	\$1,583.20	\$41,163.20	
	Start of 5th Year	\$21.17	\$1,693.60	\$44,033.60	
28	Starting Salary	\$15.33	\$1,226.40	\$31,886.40	
	Start of 2nd Year	\$17.49	\$1,399.20	\$36,379.20	
	Start of 3rd Year	\$19.65	\$1,572.00	\$40,872.00	
	Start of 4th Year	\$21.02	\$1,681.60	\$43,721.60	
	Start of 5th Year	\$22.37	\$1,789.60	\$46,529.60	
29	Starting Salary	\$16.22	\$1,297.60	\$33,737.60	
	Start of 2nd Year	\$18.45	\$1,476.00	\$38,376.00	
	Start of 3rd Year	\$20.70	\$1,656.00	\$43,056.00	
	Start of 4th Year	\$22.08	\$1,766.40	\$45,926.40	
	Start of 5th Year	\$23.46	\$1,876.80	\$48,796.80	
30	Starting Salary	\$16.94	\$1,355.20	\$35,235.20	
	Start of 2nd Year	\$19.30	\$1,544.00	\$40,144.00	
	Start of 3rd Year	\$21.66	\$1,732.80	\$45,052.80	
	Start of 4th Year	\$23.03	\$1,842.40	\$47,902.40	
	Start of 5th Year	\$24.41	\$1,952.80	\$50,772.80	

"INCORPORATED VILLAGE OF VALLEY STREAM
 BLUE COLLAR SALARY SCHEDULE (Unit II)
 EFFECTIVE JUNE 1, 2000

GRADE		HOURLY	BI-WEEKLY	ANNUALLY
4	Starting Salary	\$9.25	\$740.00	\$19,240.00
	Start of 2nd Year	\$10.38	\$830.40	\$21,590.40
	Start of 3rd Year	\$11.49	\$919.20	\$23,899.20
	Start of 4th Year	\$12.50	\$1,000.00	\$26,000.00
	Start of 5th Year	\$13.53	\$1,082.40	\$28,142.40
8	Starting Salary	\$13.39	\$1,071.20	\$27,851.20
	Start of 2nd Year	\$15.34	\$1,227.20	\$31,907.20
	Start of 3rd Year	\$17.28	\$1,382.40	\$35,942.40
	Start of 4th Year	\$18.69	\$1,495.20	\$38,875.20
	Start of 5th Year	\$20.10	\$1,608.00	\$41,808.00
9	Starting Salary	\$13.67	\$1,093.60	\$28,433.60
	Start of 2nd Year	\$15.66	\$1,252.80	\$32,572.80
	Start of 3rd Year	\$17.28	\$1,382.40	\$35,942.40
	Start of 4th Year	\$19.08	\$1,526.40	\$39,686.40
	Start of 5th Year	\$20.50	\$1,640.00	\$42,640.00
10	Starting Salary	\$13.80	\$1,104.00	\$28,704.00
	Start of 2nd Year	\$15.80	\$1,264.00	\$32,864.00
	Start of 3rd Year	\$17.79	\$1,423.20	\$37,003.20
	Start of 4th Year	\$19.24	\$1,539.20	\$40,019.20
	Start of 5th Year	\$20.68	\$1,654.40	\$43,014.40
14	Starting Salary	\$14.24	\$1,139.20	\$29,619.20
	Start of 2nd Year	\$16.26	\$1,300.80	\$33,820.80
	Start of 3rd Year	\$18.30	\$1,464.00	\$38,064.00
	Start of 4th Year	\$19.72	\$1,577.60	\$41,017.60
	Start of 5th Year	\$21.15	\$1,692.00	\$43,992.00
17	Starting Salary	\$14.35	\$1,148.00	\$29,848.00
	Start of 2nd Year	\$16.43	\$1,314.40	\$34,174.40
	Start of 3rd Year	\$18.49	\$1,479.20	\$38,459.20
	Start of 4th Year	\$19.91	\$1,592.80	\$41,412.80
	Start of 5th Year	\$21.34	\$1,707.20	\$44,387.20
18	Starting Salary	\$14.43	\$1,154.40	\$30,014.40
	Start of 2nd Year	\$16.50	\$1,320.00	\$34,320.00
	Start of 3rd Year	\$18.57	\$1,485.60	\$38,625.60
	Start of 4th Year	\$19.99	\$1,599.20	\$41,579.20
	Start of 5th Year	\$21.42	\$1,713.60	\$44,553.60
22	Starting Salary	\$14.68	\$1,174.40	\$30,534.40
	Start of 2nd Year	\$16.80	\$1,344.00	\$34,944.00
	Start of 3rd Year	\$18.91	\$1,512.80	\$39,332.80
	Start of 4th Year	\$20.34	\$1,627.20	\$42,307.20
	Start of 5th Year	\$21.76	\$1,740.80	\$45,260.80

24	Starting Salary	\$14.87	\$1,189.60	\$30,929.60	29
	Start of 2nd Year	\$16.96	\$1,356.80	\$35,276.80	
	Start of 3rd Year	\$19.03	\$1,522.40	\$39,582.40	
	Start of 4th Year	\$20.48	\$1,638.40	\$42,598.40	
	Start of 5th Year	\$21.91	\$1,752.80	\$45,572.80	
28	Starting Salary	\$15.87	\$1,269.60	\$33,009.60	
	Start of 2nd Year	\$18.10	\$1,448.00	\$37,648.00	
	Start of 3rd Year	\$20.34	\$1,627.20	\$42,307.20	
	Start of 4th Year	\$21.76	\$1,740.80	\$45,260.80	
	Start of 5th Year	\$23.15	\$1,852.00	\$48,152.00	
29	Starting Salary	\$16.79	\$1,343.20	\$34,923.20	
	Start of 2nd Year	\$19.10	\$1,528.00	\$39,728.00	
	Start of 3rd Year	\$21.42	\$1,713.60	\$44,553.60	
	Start of 4th Year	\$22.85	\$1,828.00	\$47,528.00	
	Start of 5th Year	\$24.28	\$1,942.40	\$50,502.40	
30	Starting Salary	\$17.53	\$1,402.40	\$36,462.40	
	Start of 2nd Year	\$19.98	\$1,598.40	\$41,558.40	
	Start of 3rd Year	\$22.42	\$1,793.60	\$46,633.60	
	Start of 4th Year	\$23.84	\$1,907.20	\$49,587.20	
	Start of 5th Year	\$25.26	\$2,020.80	\$52,540.80	

PART - TIME EMPLOYEES
 SALARY SCHEDULE UNIT II
 INCORPORATED VILLAGE OF VALLEY STREAM

		Effective 6/1/97	Effective 6/1/98	Effective 6/1/99	Effective 6/1/2000
Laborer	1st year	\$6.95	\$7.19	\$7.44	\$7.70
Security Aide	2nd year	\$8.35	\$8.64	\$8.94	\$9.25
Temporary	3rd year	\$9.73	\$10.07	\$10.42	\$10.78
Employees	4th year	\$11.13	\$11.52	\$11.92	\$12.34
Parking Meter	1st year	\$9.46	\$9.79	\$10.13	\$10.48
Attendant	2nd Year	\$11.24	\$11.63	\$12.04	\$12.46
	3rd year	\$13.64	\$14.12	\$14.61	\$15.12

SEASONAL EMPLOYEES
SALARY SCHEDULE UNIT II
INCORPORATED VILLAGE OF VALLEY STREAM

31

Captain	1st Year	\$13.00
	2nd Year	\$13.50
	3rd Year	\$14.00
	4th Year	\$14.50
Lieutenant	1st Year	\$9.25
	2nd Year	\$9.50
	3rd Year	\$9.75
	4th Year	\$10.00
Lifeguard	1st Year	\$7.25
	2nd Year	\$7.50
	3rd Year	\$7.75
	4th Year	\$8.00
WSI/Swim Coach	1st Year	\$8.25
	2nd Year	\$8.50
	3rd Year	\$8.75
	4th Year	\$9.00
Recreation Supervisor	1st Year	\$9.25
	2nd Year	\$9.50
	3rd Year	\$9.75
	4th Year	\$10.00
Recreation Attendant II	1st Year	\$6.81
	2nd Year	\$6.95
	3rd Year	\$7.10
	4th Year	\$7.25
Recreation Attendant I	1st Year	\$5.25
	2nd Year	\$5.40
	3rd Year	\$5.55
	4th Year	\$5.70

There will be no Percentage increase for the length of the Contract

Appendix "A"

HEALTH INSURANCE

The following provisions are to be continued with the Health Insurance Plan with STANDARD SECURITY LIFE INSURANCE COMPANY OF NEW YORK administered by PRECISE BENEFITS ADMINISTRATORS INC. covering all incumbent employees and retirees.

1. Deductibles: The deductible will be \$150. per person and \$450. per family with a \$750. family stop loss..

2. Alcohol and Substance Abuse: The maximum number of days per calendar year for inpatient treatment shall be 30 days.

3. Prescription Drug Care:

Co-payment shall be \$5. for brand name drugs

Co-payment shall be \$1. for generic drugs

\$0. deductible for mail order drugs

4. Cost Containment - Hospital: Proview Plus Pre-Certification and Managed Care will be adopted with a \$250. charge per confinement plus \$100. a day for each day of stay if not used.

5. Insurance Stop Loss: to be established at \$100,000. per person.

6. Discount Hospital: The UNION and the EMPLOYER agree to enter into an agreement with Donald Rubin Inc. to obtain a 10% discount in most Nassau County and Suffolk County hospitals and drug and alcohol treatment centers.

The Incorporated Village of Valley Stream
and
Local 342, Long Island Public Service Employees,
United Marine Division,
International Longshoremen's Association,
AFL-CIO

for
Blue Collar Employees
(Unit II)

WORK RULES

August 2, 1978

DUTIES AND RESPONSIBILITIES OF MOTOR EQUIPMENT OPERATORS:
SANITATION WORKERS: MEO and LABORERS.

1. Motor Equipment Operators shall keep in mind their moral responsibility. The safety of employees and the general public is dependent upon each "M.E.O." while operating Village motor equipment within Village assigned collection areas, to and from the incinerator and to and from the Village garage and the dump area.
2. They shall maintain constant interest in assigned duties to avoid accidents and obtain maximum efficiency of motor vehicle equipment in their custody and charge.
3. They shall be thoroughly familiar with regulations pertaining to the maintenance, care, proper operation methods and maintenance procedures established by the Department of Public Works of the Village.
4. They shall be responsible for the condition and proper operation of Village motor vehicle equipment while under their control.
5. If any truck, motor vehicle or other mechanical equipment is considered defective it shall be reported to the Supervisor or such other person designated by the Department of Public Works.
6. They shall each day, before leaving the Village garage, note and check the condition of oil in the crank case, brakes, clutch, steering and cooling systems, also gasoline and oil levels of the engine and truck loading equipment. Necessary lubrication or other deficiencies shall be promptly reported to the Supervisor in charge or on duty for such purposes.
7. The "M.E.O.'S" shall, at all times while in charge and operating motor vehicle equipment, note the condition of brake mechanism, steering arms, clutch, battery, and cooling systems, gasoline and oil levels, and immediately report defects to the designated Supervisor in charge.
8. The "M.E.O.' S" shall be held responsible for the proper operation of all

directional signals, horn, windshield wipers, truck windows, truck loading equipment while under their control, and are required to immediately report any defects to the designated Supervisor for repair or replacement.

- 8A. The EMPLOYER shall supply forms so that in the event an employee deems any equipment set forth in Section 5 above to be defective, he or she may note on the form the particulars to the defect. The mechanic shall note the results of his or her inspection or repair and return one copy, signed by the mechanic, to the employee.
9. "M.E.O.'S" are required to observe all traffic laws and signs and operate assigned motor vehicle equipment in congested areas, around schools, churches, and other places of public assembly, with particular caution.
10. "M.E.O." shall, in bringing the vehicle to a stop gradually apply brakes; and, in particular brakes shall not be suddenly applied on wet surfaces, except in an emergency.
11. The "M.E.O." shall not, at any time except during lunch and authorized rest periods, go off the particular route assigned for the day to the truck and crew or off the prescribed route designated by the Superintendent of Public Works or Supervisor in proceeding to and from the incinerators and refuse disposal dumps without authorization from their Supervisor or the the Superintendent of Public Works.
12. The "M.E.O." must at all times operate his or her assigned truck and is not to allow any other employee or person to operate same without the authorization of the Supervisor in charge.
13. The "M.E.O. is responsible for the full work crew assigned to his or her motor vehicle for work and to make certain that the full crew remains with the truck at all times. No employee assigned to a Village or Department motor truck shall leave same unless for good cause, and only if permission is first granted by the Supervisor or supervising personnel.
14. The "M.E.O." will make certain when proceeding to or from the incinerator or refuse or trash dump, that all truck doors and rear door of load compartment are kept properly closed in transit, except while the crew is engaged in loading operations.
15. "M.E.O.'S" shall make every reasonable effort to check for fire extinguishers, first-aid kits, and other accessory equipment on their trucks, to protect same from loss or theft, and to see that same are in proper working order and good condition, and shall report any defects to the Supervisor for repair or replacement.
16. Cabs shall be cleaned of all debris daily. The "M.E.O." shall be assisted in this duty by the San-Worker or Laborers assigned to that truck or any other personnel assigned to truck. The "M.E.O." and such other personnel assigned to the vehicle shall clean all debris from inside the body of any vehicle once a week at a minimum and shall wash the interior of said

vehicle at least once a week. The "M.E.O." is responsible for cleaning all rubbish and debris from any vehicle prior to delivery to the repair shop. The "M.E.O." shall be assisted by any other personnel assigned to said vehicle.

17. The "M.E.O." shall immediately report by telephone all motor vehicle accidents to the Supervisor as soon as practicable thereafter.
18. The "M.E.O." shall at all times be courteous to other drivers and the general public while in the Village employ.
19. The "M.E.O." or MEO-Workers shall be in charge of the crew on the motor vehicle equipment under their operation and shall make certain that the following rules are carried out:
 - (a) Collections of garbage, refuse, or other materials are to be made as quietly as possible, and the method of collection shall be in accordance with Village ordinances governing refuse collection.
 - (b) After emptying a can of garbage into truck, the can and cover must be placed within the property curb line.
 - (c) Cans or covers are not to be thrown.
 - (d) No employee shall rummage through garbage while emptying a can, nor inspect bags or packages, garbage, or other refuse loaded into the truck.
 - (e) Garbage and refuse receptacles shall not be dragged along lawns, the ground or streets.
 - (f) All employees are prohibited from riding on the outside of vehicles; the only exception to this rule being during collection on route areas, when employees are permitted only to stand on the rear step designated for such purposes.
 - (g) Garbage, refuse, or other materials falling out of a can being emptied into the truck must be cleaned up.
 - (h) Carrying refuse on any part of a truck except the inside load compartment will not be tolerated.
20. "M.E.O.-San-Worker" shall, in the operation of their trucks, adhere to the following rules:
 - (a) Backing up of truck: "M.E.O.-San-Workers" must not attempt to back up trucks until they are positive that the crew is in its proper position to guide them back; namely, one crew member is to be stationed at the rear right of the truck and the other crew member is to be at the rear left of the truck.
 - (b) At the end of the work day, prior to parking the truck in the Village

garage, M.E.O.-San-Workers and San-Workers assigned to the truck shall maintain such motor vehicle in a clean and sanitary manner. The Motor vehicle shall be washed inside and out as per the order and schedule provided by the Supervisor.

GENERAL CONDUCT AND BEHAVIOR

21. Employees shall obey all rules, regulations, orders, directives, and instructions of supervising Village personnel in charge of Village operations.
22. All supervising employees shall be just, dignified, and firm in effecting discipline and compliance with regulations and when necessary take required disciplinary action in accordance with such regulations.
23. All Village employees shall obey the following Village or Department of Public Works rules:
 - (a) No Village employee shall be under the influence of drugs, liquor, or intoxicants of any kind when reporting for work, or while working, or when reporting at any time at the Village Office. No Village employee shall have or bring drugs or intoxicants in or upon the garage, motor vehicles, disposal area, or other plant or other field operating premises utilized by the Village.
 - (b) No Village employee shall use:

conduct prejudicial to good order and discipline; conduct tending to bring the Village into disrepute.
 - (c) No Village employee shall:

demand or accept a gratuity or anything of value in connection with Village operations or relations;

accept or receive a gratuity or anything of value in connection with Village operations or relations;

pay or agree to pay a gratuity or anything of value in connection with Village operations or relations;

grant any unauthorized or improper privilege or favor in connection with Village operations or relations.
 - (d) No Village employee shall use incivility or discourteous conduct in relations with the public or with Village officials or with other employees.
 - (e) No Village employee shall make false reports, statements, or false

entries in or on any Village or other official record or in connection with any Village operation or activity.

- (f) No Village employee shall be a violator of Departmental rules, regulations, or orders.
- (g) No Village employee shall improperly use or damage Village property or allow or permit Village property to be improperly used or damaged.
- (h) No Village employee shall directly refuse to obey orders.
- (i) No Village employee shall:

strike or attempt to strike a superior, fellow employee or any other person; nor shall any superior strike an employee;

use obscene or abusive language to or threaten or intimidate supervisory personnel, fellow employees or the general public.

- (j) No Village employee shall:

steal or permit to be stolen any Village or personal property or thing of value from Village, premises, disposal areas, or from Village equipment or motor vehicles.

- (k) Civil Service Law and regulations relating to criminal convictions shall be applicable to all employees.

- (l) No Village employee shall cause or allow avoidable or unnecessary noises to be caused in the conduct of Village operations.

- (m) No Village employee shall:

fail to report a change of address of his place of residence;

feign illness;

be absent from home after having reported sick except to consult a doctor;

fail, when sick, to report or to have report made promptly to the Supervisor or Superintendent of Public Works. If it should be necessary for the employee to visit his or her doctor while on said sick leave, it is imperative that he/she notify his/her Supervisor by calling on the telephone and at that time apprise the Supervisor of the:

Name of doctor
Time of appointment
Approximate time of return home

(n) No Village employee shall:

operate or use equipment not assigned by proper authority;

permit a fellow employee or any other person without proper authority to operate a Village motor vehicle or machinery not assigned to him or her, or permit any person to ride in or on any Village vehicle assigned to him/her without authority;

improperly interfere with the operation or use of Village equipment;

fail to maintain neat personal appearance at all times while on duty or when reporting to any Village Official or at any Village Office.

(o) No Village employee shall render improper or unauthorized service in the collection or removal of material.

(p) No Village or Department Supervising employee shall neglect his duty;

fail to maintain proper discipline over subordinates;

fail to report any serious violation of Village rules, regulations, or orders;

fail to promptly report the arrest or indictment of any Village employee, when known;

permit gambling in any form on any Village premises;

permit motor vehicles to leave the garage in improper condition and without proper and sufficient quantities of gasoline, oil, grease, and water.

(q) No Village employee shall be unwilling or refuse to perform his/her assigned duties.

(r) No Village employee shall be physically incapable of performing his/her assigned work.

(s) Village employees shall be prohibited from:

unauthorized sorting of materials offered or received for collection or disposal; unauthorized appropriation or reclamation from material received for collection or disposal.

- (t) No Village employee shall distribute or post any notice on Village premises while working unless authorized by the Superintendent of Public Works or the supervisor.
- (u) No Village employee shall:
- fail promptly to report any accident, however slight, to their Supervisor, or to the Superintendent of Public Works;
 - dump collected materials at other than designated disposal areas;
 - fail to collect materials which should have been collected.
- (v) No Village employee shall:
- leave a vehicle or equipment unattended or unsecured on public thoroughfares, public property, or private property, unless given express permission to do so by a Supervisor;
 - fail to have a chauffeur's license on person at all times when reporting for and while on duty when required;
 - use gasoline, oil, or grease for any unauthorized purpose or for any vehicle other than Village equipment or other authorized vehicle;
 - drive in, on, or near any fires with Village equipment unless ordered or authorized to do so;
 - improperly remove, interfere, or tamper with Village equipment or property or any part thereof.