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Contract Database Metadata Elements

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Hudson, City Of And Csea Local
811(Hudson General Employees)

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A G R E E M E N T

BY AND BETWEEN THE

CITY OF HUDSON

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

FOR THE

CITY OF HUDSON UNIT

OF THE

COLUMBIA COUNTY LOCAL #811

January 1, 2002 - December 31, 2004

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

APR 29 2002

CONCILIATION

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PREAMBLE

It shall be the public policy of the City of Hudson and the purpose of this Agreement to promote harmonious and cooperative relations between the City of Hudson and its employees and to protect the public by assuring at all times the orderly and uninterrupted operations and functions of government. This Agreement is made between the **City of Hudson**, hereinafter referred to as the **"City"**, and **the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO**, for the **City of Hudson Unit** of the **Columbia County Local #811** hereinafter referred to as **"CSEA"**.

ARTICLE I / RECOGNITION

Section 1. The City agrees that the CSEA shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances. The period of unchallenged representation status for the CSEA shall be "in accordance with Section 208(c) of the Taylor law for the maximum period as provided for in this Section".

Section 2. The City of Hudson Unit, Columbia County Local #811 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, affirms that it does not assert the right to strike against the City, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in any such strike.

ARTICLE II / COLLECTIVE BARGAINING UNIT

Section 1. Titles in the bargaining unit include:

Sr. Stenographer; Typist; Account Clerk; Clerk; Billing Clerk; Custodian; Sr. Account Clerk; Laborer; Motor Equipment Operator; Working Foreman; Sr. Motor Equipment Operator; Mechanic; Laborer V, IV, III, II; Water Maintenance Man; Sewer Treatment Plant Operator; Churchtown Caretaker; Bus Driver; and, Assistant Sewer Plant Operator.

ARTICLE III / UNION SECURITY & CHECK OFF

Section 1. The City hereby agrees to deduct from the wage or salary of every employee in this bargaining unit an agency shop fee deduction in the amount of dues levied by the CSEA, Inc., and to remit said sums to CSEA, Inc. 143 Washington Avenue, Albany, NY 12210.

ARTICLE III / UNION SECURITY & CHECK OFF (CONTINUED)

Section 2. The Employer shall deduct from the wages of employees and remit to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deduction. The Employer agrees to deduct and remit such moneys exclusively for the CSEA as the recognized bargaining agent for the employees in this Unit.

Section 3. The City hereby agrees to furnish the CSEA, Inc., in June of each year, a listing of all employees in the bargaining unit, by title, date of seniority, name and home address.

ARTICLE IV / RIGHTS OF CSEA

Section 1. The CSEA shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act; under any other applicable law, rule, regulation or statute; under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the City to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the City of any of its agents. The CSEA shall have the sole and exclusive right to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate, and shall not be held liable to give any non-member any of its professional, technical, legal or specialized services.

ARTICLE V / MANAGEMENT RIGHTS

Section 1. Except as otherwise specifically provided in this Agreement, the Employer shall have the customary and usual rights, powers and functions to direct the employees; to hire, promote, suspend and to take disciplinary action; and to otherwise take whatever actions are necessary to carry out the mission of the Employer pursuant to existing practices unless altered by this Agreement.

ARTICLE V / MANAGEMENT RIGHTS (CONTINUED)

Section 2. Under the terms of this Agreement and pursuant to the Public Employees' Fair Employment Act, the City shall negotiate collectively and in good faith with the CSEA in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the CSEA.

ARTICLE VI / RIGHTS OF EMPLOYEES

Section 1. Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from CSEA or the City.

Section 2. Employees may join and take an active role in the activities of CSEA without fear of any kind of reprisals from the City or its agents.

Section 3. An employee may bring matters of personal concern to the attention of the appropriate Employer's representative(s) and official(s) in accordance with the applicable laws and rules, and may choose his/her own representative or appear alone in a grievance or appeal proceeding, with the exception that CSEA must be permitted entrance to all such proceedings and must be informed immediately of any decisions surrounding the case.

ARTICLE VII / COMPENSATION

Section 1. Effective January 1, 2002 the employees recognized by this Agreement shall receive an across-the-board increase of four (4%) percent.

Effective January 1, 2003 the employees recognized by this Agreement shall receive an across-the-board increase of four (4%) percent.

Effective January 1, 2004 the employees recognized by this Agreement shall receive an across-the-board increase of four (4%) percent.

Section 2. Shift Differential

The City agrees to pay a shift differential of one dollar ($1.00) per hour to all employees who are required to work the 12-8 shift, and f-or employees who are required to flush hydrants and those employees engaged in the removal of snow between Midnight and 8:00 AM.

Section 3. Rubber footwear will be placed on each bus for use by the driver.

ARTICLE VIII / LONGEVITY

Section 1. The City agrees that commencing January 1, 2002 longevity increments shall be $925 for every five (5) years of service. Maximum years to be considered in longevity shall be thirty (30) years of service; therefore, the total longevity pay for thirty (30) years of service is $5,550 per employee.

Effective January 1, 2003 longevity increments shall be $1,000 for every five (5) years of service. Maximum years to be considered in longevity shall be thirty (30) years of service; therefore the total longevity pay for thirty (30) years of service is $6,000.

Effective January 1, 2004 longevity increments shall be $1,075 for every five (5) years of service. Maximum years to be considered in longevity shall be thirty (30) years of service; therefore the total longevity pay for thirty (30) years of service is $6,450.

In calculating an employee's annual wage adjustment, the longevity amount shall be added to the employee's base pay prior to figuring in the across-the-board increases, i.e., hourly or annual wage amount plus applicable longevity increments, then % increase figured on and added to that amount ($10 wage + .50 longevity increment = $10.50 x .04% wage increase = .42 + $10.50 = $10.92).

Section 2. The City agrees to pay full longevity to all eligible employees for all time worked with the City on federally funded programs.

Section 3. The amount of longevity pay shall be divided equally throughout the year so that each employee will receive his/her longevity pay in each regular paycheck.

ARTICLE IX / OVERTIME

Section 1. All employees except bus drivers shall receive monetary compensation at a rate of one and one-half (1-1/2) times their hourly rate of pay for all hours worked in excess of forty (40) hours per week and all hours worked in excess of eight (8) hours per day.

Section 2. Holidays, sick leave, personal leave and vacation shall be considered as time actually worked for the purpose of computing overtime.

Section 3. If an employee is required to work on a holiday, the employee shall receive monetary compensation at a rate of double time per his/her hourly rate for hours worked, plus a regular day's pay. Bus drivers will be paid double time (2X's) for holidays that they must work that other City employees have off; namely, Lincoln's and Washington's Birthday, Columbus Day, Election Day, Veteran's Day and Good Friday.

Section 4. The Employer agrees that in the event of an employee call-in, the employee will be paid a minimum of three (3) hours at the overtime rate.

ARTICLE IX / OVERTIME (CONTINUED)

Section 5. Permanent, full-time Bus Drivers shall be paid at a rate of one and one-half (1-1/2) times their hourly rate for all hours worked in excess of forty (40) hours per week.

Section 6. Overtime Distribution

A committee of representatives of the City and the CSEA City Unit shall meet once a month at the request of either party to review the distribution of overtime to Unit members and to discuss areas of concern in the assignment of overtime.

Section 7. No employee shall be mandated to work more than sixteen (16) hours in a twenty-four (24) hour day, unless the employee agrees.

ARTICLE X / HOURS OF WORK

Section 1. The established workweek (Monday through Friday) shall continue in full force and without change throughout the life of this Agreement. This established workweek shall be effective in all City Departments for employees covered in Article II.

Section 2. The hours of the workday, established and agreed upon in each individual department, unless otherwise noted, shall remain in effect.

Section 3. From July 1 through the Friday before Labor Day, all City Hall employees shall work one (1) hour less per day under the established workday and shall close no later than 4:00 p.m.

Section 4. Meal Time

During snow removal operations, which begin at midnight, an unpaid one-half (1/2) hour break will be provided no later than 1:00 p.m. in addition to the paid breakfast break.

ARTICLE XI / HOLIDAYS

Section 1. The following guaranteed holidays shall be observed by all City employees except bus drivers covered under Article II with pay:

New Year's Day	Labor Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Columbus Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	1/2 Day on Good Friday

ARTICLE XI / HOLIDAYS (CONTINUED)

Section 2. When Christmas Day falls on a Tuesday, Wednesday, Thursday or Friday, the half day prior to Christmas (Christmas Eve) will be considered as outlined in Section 1 of this Article.

Section 3. All regular bus drivers shall be guaranteed the following holidays - New Year's Day, Fourth of July, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day and three (3) Floating Holidays. Thursday evenings immediately preceding a holiday shall be time off with pay for bus drivers. On Christmas Eve, all regular bus drivers shall cease to work at 2pm.

Section 4. If a holiday falls on a Sunday, the City agrees to allow the following Monday off with pay. If a holiday falls on a Saturday, the City agrees to allow the preceding Friday off with pay.

The Monday or Friday as referenced above will then be considered as the holiday eligible for holiday pay. the Saturday or Sunday on which the holiday actually falls would be considered as normal overtime for the purposes of this Agreement.

This Section does not apply to bus drivers.

ARTICLE XII / VACATIONS

Section 1. The following vacation time will be allowable after the completion of the following time -

1 year	10 working days
2 years	11 working days
3 years	12 working days
4 years	13 working days
5 years	14 working days
6 years	15 working days
7 years	16 working days
8 years	17 working days
9 years	18 working days
10 years	19 working days
Over 11 years	20 working days
Over 20 years	21 working days
Over 21 years	22 working days
Over 22 years	23 working days
Over 23 years	24 working days
Over 24 years	25 working days

The following vacation time will be allowable after the completion of the following time for employees hired after January 1, 1986:

After 1 year	10 working days	Over 21 years	22 working days
After 6 years	15 working days	Over 22 years	23 working days
After 11 years	20 working days	Over 23 years	24 working days
Over 20 years	21 working days	Over 24 years	25 working days

ARTICLE XII / VACATIONS (CONTINUED)

The foregoing schedule will coincide with employee's anniversary date of employment (i.e., if a person becomes employed on April 1, 1972, then his/her vacation will become effective April 1, 1973 to March 31, 1974, and each successive April 1st to March 31st. The Department of Public Works employees are not permitted to take vacation between the first week of December until approximately March 30th, except on a day-by-day basis, weather conditions permitting, and with the approval of the Superintendent of Public Works.

Section 2. If a holiday falls within the days of an employee's vacation period, the employee shall be entitled to an additional vacation day in lieu of the holiday and such day shall not be charged to vacation time.

Section 3. The city agrees that an employee's vacation allowance actually earned pro rata will be paid during the particular calendar year upon separation of service for any reason if the employee has worked more than three (3) months.

Section 4. In case of death of employee not receiving vacation pay for said year, the estate of deceased member shall receive all vacation compensation due deceased member.

Section 5. One week's vacation may be carried over to the following year with the approval of the employees supervisor. An employee may annually sellback one week of vacation time at a rate of 100% their present wage. Offers will be due by November 1st and payable on December 1st that same year.

ARTICLE XIII / SICK LEAVE

Section 1. Sick leave shall accrue at the rate of one and one-half (1-1/2) days per month, eighteen (18) days per year, to each full time current employee. New employees hired after May 1, 1999 shall accrue sick leave at a rate of one (1) day per month.

Section 2. An employee who has accrued in excess of 205 days of sick leave, may annually sell back one week of sick time at a rate of 50% of their present wage. Offers will be due by June 15th and payable in the first pay period in July of that same year.

Section 3. Employees may be allowed to use up to ten (10%) percent of their total sick leave for the purpose of long term Family Illness. The usage of such leave shall be at the sole discretion of the Department Head. For this leave family is defined as spouse, parents and children.

Section 4. There shall be a probationary period of six (6) months for all new employees who shall not accumulate sick or personal leave during this probationary period.

ARTICLE XIII / SICK LEAVE (CONTINUED)

Section 5. When the City detects a pattern of sick leave usage, the City shall require the employee to leave a telephone number at which the employee may be reached while on sick leave. Should the employee change their location, they shall notify the Department Head or their designee and shall leave a phone number for the new location.

Section 6. Full-time employees absent from work as a result of sick leave for three (3) consecutive working days may have to provide a doctors' note to the Employer. Any employee who fails to provide medical documentation as required above may not be credited sick leave and may not receive pay for that period until such documentation is provided. An employee has until one (1) calendar week after returning to work to produce the medical documentation. Medical documentation shall be a report from a doctor or other similar health care professional that he treated the worker when sick. Any employee who reaches seven (7) occasions in a one (1) year/twelve (12) month period will receive an informal counseling session with his supervisor. Any employee who reaches nine (9) occasions in a one (1) year/twelve (12) month period will receive a formal written warning indicating his/her excessive use of sick leave, which will be placed in the employee's personal file. Any employee who reaches nine (9) occasions in a one (1) year/twelve (12) month period may also be subject to additional disciplinary charges.

The definition of Occasion when used in conjunction with Sick Leave shall be as follows: 1) One (1) day of sick leave used with or without medical documentation shall be one (1) occasion. 2) Two (2) or more consecutive days of sick leave used with medical documentation shall be one occasion. 3) Two (2) or more consecutive days of sick leave used without medical documentation shall be separate occasions (i.e. two (2) consecutive days without medical documentation shall be two (2) occasions).

An employee may be required to provide medical documentation for the following reasons of absence: 1) An employee uses eight (8) sick leave occasions in any one (1) year/twelve (12) month period. This shall include family sick leave. 2) An employee is absent for three (3) or more consecutive work days due to illness. This shall include family sick leave. 3) An employee is absent in conjunction with his vacation or personal days for more than four (4) occasions in a six (6) month period. This shall include family sick leave.

Bereavement leave used by an employee shall not be counted as an occasion against the employee.

ARTICLE XIV / PERSONAL LEAVE

Section 1. Each employee shall receive five (5) days personal leave per year.

ARTICLE XIV / PERSONAL LEAVE (CONTINUED)

Section 2. An employee shall be required to give twenty-four (24) hours notice prior to taking a personal leave day, except in the case of an emergency.

Section 3. No explanation shall be required of the employee by his/her supervisor in charge as to the purpose of his/her request for personal leave.

Appropriate reasons for the use of a personal day shall be for personal business which may include, but shall not be limited to, such activities as:

1. Legal Matters - House closing, income tax hearing, court appearance, probate proceedings, obtaining licenses, etc.

2. Funerals - Attendance at funeral services of a person, the nature of whose prior relationship to the employee warrants such attendance.

3. Ceremonies - Graduation of spouse or child, day of wedding, participation in religious ceremonies, honors and award ceremonies involving the employee or immediate family.

4. Education - Required educational examinations, attending educational meetings, required parental visits by parents to college, professional advancements.

5. Religious Observances - An employee may use personal days for religious holiday observances of his/her particular faith.

Among the reasons not ordinarily considered as valid are such activities as: extension of vacation; hunting; shopping; lack of transportation; and visiting relatives/friends.

Whenever possible, personal business should be conducted at other than normal working hours.

Section 4. If a personal leave day is denied for reasons other than a work conflict, the employee shall be entitled to a legitimate reason for denial by his/her superior in charge.

Section 5. In addition to the five (5) personal leave days stated in Section 1, and additional five (5)calendar days shall be allowed as bereavement leave time for each death which occurs within the employee's immediate family (i.e., mother, father, mother-in-law, father-in-law, wife, husband, child, sister, brother, or legal

guardian). There shall be three (3) calendar dates allowed as bereavement leave for each death with occurs among the employee's grandparents, grandchildren and son and/or daughter-in-law. All other relatives - allowable time - one (1) day.

Bus drivers shall receive five (5) calendar days bereavement leave.

In the event an employee is on vacation and a death occurs that would allow for bereavement leave, then bereavement leave shall be granted in lieu of vacation time, commencing on a full day for a period of five (5) calendar days.

Section 6. Any unused personal leave shall be added to the employee's sick leave accumulation.

Section 7. Routine dental visits shall be charged to personal leave for employees hired after September 1, 1985 for the first year of employment. Thereafter, these visits may be charged to sick leave credits.

ARTICLE XV / CSEA BUSINESS

Section 1. The City shall grant exclusively to CSEA officers, delegates and members and/or their duly authorized representatives, time off, including travel time, without loss of pay or accumulated leave credits, to carry out their responsibilities to the appropriate employees with respect to matters relating to salaries, terms and conditions of employment, solicitation of new membership and for any and all business relative to Employer/Employee relations. Permission shall be granted by the appropriate supervisor or department head to the above individual(s) for such activities.

Section 2. When requested by an employee, a CSEA officer, or his/her designated representative, may assist in the presentation of an alleged or actual grievance with a reasonable amount of time off during working hours to be granted to the CSEA representative per Section 1 of this Article.

Section 3. If an employee elects to present his/her own grievances without the assistance of CSEA, a representative of CSEA shall be granted time off per Section 1 of this Article to attend whatever meetings may be held to decide the issue.

ARTICLE XV / CSEA BUSINESS (CONTINUED)

Section 4. The City shall grant to the CSEA officers and delegates, and/or their designated representatives, a reasonable amount of time off per Section 1 of this Article to attend conferences, delegate meetings, educational workshops and other official functions of the Local, Unit or Statewide functions of the Civil Service Employees Association, Inc. In conjunction with this Section, employees so designated shall be allowed reasonable travel time to and from the meeting location.

ARTICLE XVI / BULLETIN BOARDS

Section 1. The City shall make bulletin boards available to all appropriate work locations and/or places of assembly. Such bulletin boards shall be for the exclusive use of CSEA for announcements of meetings, posting of CSEA bulletins, election notices and for any and all matters relative to CSEA business.

ARTICLE XVII / LABOR-MANAGEMENT MEETINGS

Section 1. The City and the CSEA agree to hold Labor/Management Meetings quarterly, on the request of either party, to maintain and improve communications, resolve differences and misunderstandings informally, wherever possible. The party calling for the meeting shall submit a proposed agenda, but the meeting shall not necessarily be limited to such agenda.

ARTICLE XVIII / RETIREMENT

Section 1. The City shall continue in effect the Improved Non-Contributory Retirement Plan (Section 75 (i) - NYS Retirement System). This plan provides a benefit of 1/50th the employee's final average salary for each year employed, retroactive to April 1, 1938 with a minimum retirement age of 55 years. An employee will be entitled to "vest" his/her retirement after ten (10) years of service.

ARTICLE XVIII / RETIREMENT (CONTINUED)

Section 2. The City agrees to pay fifty (50%) percent cash upon retirement of the value of unused sick leave at the time of retirement up to 250 days.

Employees hired after May 1, 1996 may only accumulate up to a maximum of 200 days for the purposes of this section.

Upon the death of an employee, the payment of unused sick leave shall be made payable to the beneficiary.

Section 3. Effective May 1, 1974, the City agrees to adopt by resolution Section 60 (b) of the NYS Employee's Retirement System.

Section 4. The City agrees to continue the present practice of paying in full the hospitalization premium for retired employees and their dependents (family coverage) for those employees who work at least fifteen (15) consecutive years for the City of Hudson and are employed by the City of Hudson at the time of retirement. However, employees employed by the City prior to May 31, 1999 shall be eligible for this benefit, if the employee works at least ten (10) consecutive years for the City of Hudson and are employed by the City of Hudson at the time of retirement.

Employees hired after February 4, 1991, who wish to have their hospitalization continued by the City, shall be required to pay the same percent as when they were employed by the City.

Upon retirement, an employee may waive his/her right to full hospitalization coverage, and permanently sell back that coverage to the City at a buy-out rate of $6000.

Section 5. All moneys due upon retirement may be deferred for a period of between one and five years. The employee may exercise this right by notifying the City Treasurer, in writing, at least 30 days before the employee's retirement date. If the employee elects to exercise this option, the employee shall annually be paid a pro rated portion of the sum due on retirement. Initial payment shall be paid on date of retirement. No interest shall accrue on sums deferred by the employee.

ARTICLE XVIII / RETIREMENT (CONTINUED)

Section 6. Any City employee who has filed for and been approved for retirement from the City may, in the last six months of employment with the City, apply for permission to use the balance of his/her sick time during the remaining term of employment. The use of sick time in this manner and the duration of the use of the sick leave in this manner shall be subject to the approval of the Supervisor of the Department for which the employee works, who shall have the sole authority to approve the request, based on the anticipated labor needs and budget of the unit.

Those employees who have been approved for the use of sick leave in this manner shall not accrue any additional sick time, vacation time, personal leave benefits and pay increases during the time he/she is on approved sick time. Nothing under this program shall be construed as allowing the use of sick time in any other manner except for an actual illness or other appropriate reason for sick time use.

ARTICLE XIX / JOB SECURITY

Section 1. The Employer agrees to pay an employee who is assigned to perform higher grade work on a temporary basis the higher rate of pay. Such additional compensation shall be paid upon the completion of one (1) working days' performance of the duties.

Section 2. If an employee is assigned at a lower graded title, he/she shall receive his/her regular rate of compensation.

Section 3. The City shall provide for free parking for City Hall employees during working hours in the currently used municipal parking lot.

Section 4. The City shall pay for the required testing fees for all drivers of City owned equipment which falls under the mandated National Commercial Drivers Test in the amount of $10.00

ARTICLE XX / DISCIPLINARY / DRUG & ALCOHOL PROCEDURES

Section 1. Non-competitive employees shall be entitled to the disciplinary procedure provided in Sections 75 and 76 of the Civil Service Law upon completion of a thirty (30) day probationary period.

Section 2. All City employees, except those performing duties solely of a Clerk or Clerical nature, shall be subject to the terms and conditions of the "CDL" Drug and Alcohol Testing Plan negotiated between the City and CSEA.

ARTICLE XXI / INSURANCE

Section 1. The City shall continue to pay in full the hospitalization premium for all employees and their dependents in what is commonly referred to as the Empire Plan - Core Plus (Family Coverage) or the Community Health Plan. The City shall pay for the inoculation of City employees for Hepatitis B.

Section 2. The City agrees to pay the full premium cost for participation in the CSEA Employee Benefit Fund to provide family coverage for dental and vision care.

Section 3. The City shall have the right to change the medical plan upon consultation with the Union, so long as it provides comparable or better medical benefits.

Section 4. Employees hired after February 4, 1991, shall contribute twenty-five (25%) percent of the cost of family coverage and ten (10%) percent of the cost of individual coverage.

Section 5. Unit members may change their health insurance coverage from family to individual and receive a one time payment of one-thousand ($1,000) dollars. Eligibility for participation in the buy-out requires written notification from the employee by May 1st to be payable August 1st.

Section 6. Unit members who are otherwise insured may voluntarily opt out of the City's health insurance program and receive a payment of $2,000 each year of the contract. One-half of the payment shall be made by November 15th of each year, and at that time the employee must resubmit proof of alternative coverage and the balance paid by May 15th. Eligibility for participation in the buy-out requires written notification of withdrawal and proof of alternate coverage from the employee by May 1st of the year preceding the buy-out. Employees must be out for a full year to get full payment.

Section 7. Written notice and proof of alternative health insurance coverage must be submitted to the City Treasurer no later than May 1st for the buy-outs effective May 1st.

ARTICLE XXI / INSURANCE (CONTINUED)

Section 8. Re-entry into the City's health insurance program shall be limited to persons who have lost alternate coverage and shall be allowed at any time, subject only to the waiting period, if any, of the health insurance program's rules and regulations. Upon re-entry, the unit member will receive a prorated payment of the buy-out paid for the months out of the applicable year. New hires may opt out within 30 days and receive this benefit only on a pro-rated basis where applicable, at the time of hire, provided that proof of other health insurance is furnished to the City Treasurer at the time of making written application.

Section 9. Employees who opt out of the City's health insurance program may re-enroll with the City, at employees' option, for the next fiscal year. The City will re-enroll the employee in the City's health insurance plan unless the City's health care provider declines coverage because of a prior illness or such other reason that precludes coverage of the employee under the terms of the policy. If the employee is declined coverage by the City's health care provider, the City shall have no future liability to provide the employee with health care benefits. Those employees who voluntarily opt out of the health insurance program shall at that time sign a statement that they are aware that re-enrollment with the City's health insurance program may be denied and in that event, the employee may be without health care coverage.

Section 10. If the City grants to any other employee group improvement in health insurance coverage, the parties agree to re-open the contract to negotiate that specific subject.

Section 11. In accordance with federal statute 125 of the internal revenue code, the City shall implement a Flexible Spending Plan for all employees covered under this agreement.

ARTICLE XXII / SENIORITY

Section 1. Seniority shall be determined based on the employee's anniversary date of appointment.

Section 2. The Employer agrees to post vacancies and promotional opportunities with present employees having first opportunity for appointment. All other things being equal, seniority shall be the determining factor in promotions.

Section 3. In the event of a layoff, it shall be made in inverse order of seniority. Likewise, a recall shall be made in order of seniority.

Section 4. The Employer agrees to post all vacancies and promotion opportunities at: City Hall; Cemetery; Water Department; City Garage; Youth Department; and, Sewage Plant three (3) days prior to filling such vacancy.

ARTICLE XXIII / NO DISCRIMINATION

Section 1. The City and the CSEA realize that they have a responsibility to promote and provide equal opportunities for employment and, as such, it shall be the positive and continuing policy of the City and CSEA to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

ARTICLE XXIV / PAST PRACTICES

Section 1. All existing rules, regulations, practices, benefits and general working conditions previously granted and allowed by the City, unless specifically excluded by this Agreement, shall remain in full force and effect during the life of this Agreement.

Section 2. The City shall continue the practice of providing safety shoes to its full time, permanent employees.

Section 3. The City shall continue its past practice with respect to the erection of tents at the cemetery for Saturday funerals.

ARTICLE XXV / SAVINGS CLAUSE

Section 1. If any Article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any federal, state or local law; or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XXVI / LEGISLATIVE ACTION

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVII / DURATION

Section 1. This Agreement between the City of Hudson and the City of Hudson Unit of the Columbia County Local of the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO shall continue in full force and effect from January 1, 2002 through December 31, 2004.

IN WITNESS WHEREOF, the parties representing the City of Hudson and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, for the City of Hudson Unit of the Columbia County Local #811 have executed this document by their authorized signatures this 27 day of December, 2001.

FOR THE CITY OF HUDSON

Kenneth Hoanna
MAYOR

Jason Shaw
CITY ATTORNEY
as to form only

FOR THE CSEA CITY OF HUDSON UNIT

Gary M. Pajek
UNIT PRESIDENT

Andrew A. MacDonald
LABOR RELATIONS SPECIALIST

APPENDIX "A"

GRIEVANCE PROCEDURE

PREAMBLE

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal.

Section 1. DEFINITIONS

"Employee" shall mean any person(s) covered by this Agreement as provided for under Article II - Bargaining Unit.

"Employer" shall mean the City of Hudson and its representatives.

"Association" or **"Union"** shall mean the Civil Service employees Association, Inc., Local 1000 AFSCME, AFL-CIO, and its representatives.

"Grievances" shall mean any violation, misrepresentation, or improper application of this Agreement or of any laws, rules procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employee health or safety, physical facilities, materials or equipment furnished to the employees or supervisors of employees, or any other matter in which the employee has been dealt with unfairly.

"Superior" shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists and who normally assigns and supervises the employee's work.

"Days" shall mean all days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Section 2. RIGHTS OF THE PARTIES

Rights of the Grievant

1. The grievant may select the Unit President or his/her designee and/or a CSEA staff representative to assist him/her in the processing and/or preparing of grievances, except that no representative may be present from any employee organization other than CSEA.

APPENDIX "A" / GRIEVANCE PROCEDURE (CONTINUED)

Section 2. RIGHTS OF THE PARTIES (continued)

Rights of the Grievant (continued)

2. The grievant shall have access to all written statements, records, and materials relating to the grievance which are to be introduced and/or are part of the personnel file.

Rights of the Association

1. The Association shall receive a copy of any written grievances, including supporting materials attached thereto and submitted therewith, and of any decision rendered pursuant to this procedure.

2. The Association shall have the right to submit briefs to support or refute allegations of any party in a grievance.

3. The Association shall have the right to submit grievances on its own behalf.

Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer, or its representative, fail to make a decision within the required time period, the grievance shall be deemed to be resolved in favor of the aggrieved.

STEP 1 DEPARTMENT HEAD

1. An employee who claims to have a grievance shall present his or her grievance to his/her department head in writing within twenty (20) days after its occurrence or when the employee becomes aware of it.

2. The Department head shall convene a conference within five (5) days after receipt of said written grievance. The department head shall render a decision in writing within five (5) days after the conference with copies to the aggrieved party and his/her representative.

STEP 2 COMMISSIONER

1. The aggrieved party, if not satisfied with the decision at Step 1, may within five (5) days request in writing a conference with the commissioner. The conference shall be held within five (5) days after it is requested, and a decision shall be made within five (5) days thereafter; copies of the decision to the aggrieved party and his/her representative.

STEP 3 MAYOR

1. The aggrieved party, if not satisfied with the decision at Step 2, may within five (5) days request in writing a conference with the Mayor. The conference shall be held within five (5) days after it is requested and a decision shall be made within five (5) days thereafter; copies of the decision to the aggrieved party and his/her representative.

STEP 4 ARBITRATION

1. In the case of a grievance concerning the interpretation of this agreement or breaches or claimed breaches hereof, CSEA may substitute itself for the aggrieved party and appeal an unsatisfactory decision at Step 3 within ten (10) days after the receipt of such written decision in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the Agreement, subject to appeal in accordance with the terms of Article 75 of the CPLR.

2. The fees and expenses of the Arbitration shall be borne equally by the parties.

3. The Arbitrator shall hold a hearing within twenty (20) days after he/she has been selected and should render a decision within twenty (20) days after the hearing has been concluded.

4. The Arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

APPENDIX "A" / GRIEVANCE PROCEDURE (CONTINUED)

GENERAL CONSIDERATIONS

1. All grievance discussions, meetings, conferences, and hearings shall be conducted as much as possible during the normal workday.

2. The time limits at any step may be extended by written mutual consent of the parties.

3. All necessary time the employee requires shall be granted for preparation of his/her grievance at all steps; said time to considered not chargeable to any of the employee's accrued leave.

4. Verbatim minutes shall be taken at all hearings, copies of said minutes furnished to all the parties, cost of such minutes to be borne equally by the parties.

APPENDIX "B"

SALARY SCHEDULE - SALARIED PERSONNEL

	4% 1/1/02	4% 1/1/03	4% 1/1/04
City Clerk's Office Clerk	$25,218	$26,227	$27,276
City Treasurers Office Account Clerk	$26,814	$27,887	$29,002
Public Works Senior Account Clerk	$29,664	$30,851	$32,085
Water Department Billing Clerk	$26,376	$27,431	$28,528
Cemetery Department Clerk	$26,174	$27,221	$28,310
Municipal Buildings Custodian	$26,727	$27,796	$28,908
Police Department Account Clerk	$26,816	$27,889	$29,005

The above salaries DO NOT include longevity payments

APPENDIX "B" (CONTINUED)

SALARY SCHEDULE - HOURLY PERSONNEL

	4% 1/1/02	4% 1/1/03	4% 1/1/04
Cemetery			
Laborer	$13.24	$13.77	$14.32
Motor Equipment Operator	13.57	14.11	14.67
Working Foreman	14.47	15.05	15.65
Bldg. Maint. Mechanic (Every four weeks, 2 laborers work as MEO)	14.19	14.76	15.35
Department of Youth			
Working Foreman	$13.43	$13.97	$14.53
Laborer	13.04	13.56	14.10
Department of Public Works			
Working Foreman	$17.16	$17.85	$18.56
Sr. Motor Equip. Operator	15.72	16.35	17.00
Senior Mechanic	14.67	15.26	15.87
LG 5 - Mason	13.61	14.15	14.72
LG 5	14.21	14.78	15.37
LG 4 - Truck Driver	13.31	13.84	14.39
LG 3	13.04	13.56	14.10
LG 5 - Body Man	14.32	14.89	15.49
Equipment Operator	15.11	15.71	16.34
Bus Driver	13.31	13.84	14.39
Mechanic	13.67	14.22	14.79
LG 4 - Leader	14.05	14.61	15.19
Water			
Water Tr. Plant Operator	$15.33	$15.94	$16.58
Asst. Wt. Tr. Pl. Op.	14.32	14.89	15.49
LG 4 - Truck Driver	13.31	13.84	14.39
LG 3	13.04	13.56	14.10
Sewer			
Sw. Tr. Pl. Operator	$15.90	$16.54	$17.20
Asst. Sw. Tr. Pl. Op.	14.67	15.26	15.87
LG 5	13.61	14.15	14.72
LG 4	13.31	13.84	14.39

Does not include longevity or regular increments for completion of training programs

APPENDIX "B" (CONTINUED)

* The following salary schedule shall only apply to employees hired after July 1, 1996, into the specific titles listed below.

SALARY SCHEDULE - HOURLY PERSONNEL

	4% 1/1/02	4% 1/1/03	4% 1/1/04
Bus Driver	$12.00	$13.00	$14.04
LG 4 - Truck Driver	12.00	13.00	14.04
LG 3	10.78	11.73	12.72
LG 2 - Sanitation	9.74	10.13	10.54