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#### **Contract Database Metadata Elements**

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# AGREEMENT

by and between the

**VILLAGE OF PENN YAN**

and the

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.**

**LOCAL 1000, AFSCME, AFL-CIO**

**YATES COUNTY LOCAL 862**

**VILLAGE OF PENN YAN UNIT**

**JUNE 1, 2002 TO MAY 31, 2005**

**RECEIVED**

APR 26 2004

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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**PREAMBLE:**

This Agreement entered into as of the 1st day of June, 2002, by and between the VILLAGE OF PENN YAN, a New York municipal corporation and public employer (hereinafter referred to as "the VILLAGE"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME AFL-CIO, Yates County Local 862, Village of Penn Yan Unit, an employee organization (hereinafter referred to as "the CSEA") representing the VILLAGE's Employees, as hereinafter defined.

**WITNESSETH:**

WHEREAS, the CSEA has heretofore requested that the VILLAGE recognize the CSEA as the sole and exclusive bargaining agent for the Employees of the VILLAGE Municipal Utilities; the Employees of the VILLAGE's Department of Public Works, including the Building Custodian; the Cemetery Caretaker; and the Police Department Clerk (exclusive of elected officials, the members of the VILLAGE's Municipal Utilities Board, and Department Heads) pursuant to the provisions of the Public Employees' Fair Employment Act of 1967, as amended, and

WHEREAS, by resolutions of the VILLAGE adopted on February 3, 1969, December 5, 1969, June 14, 1977, July 5, 1988 and June 21, 2000, the VILLAGE extended such recognition to the CSEA, and

WHEREAS, it is hereby agreed by the VILLAGE that the CSEA is recognized indefinitely as the sole and exclusive bargaining agent for the aforementioned VILLAGE Employees, and

WHEREAS, the VILLAGE and the CSEA have engaged in collective bargaining as provided by the Public Employees' Fair Employment Act of 1967, as amended,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises hereinafter set forth, the VILLAGE and the CSEA hereby agree as follows:

**ARTICLE I: PURPOSE**

Section 1.1: The purpose of this Agreement is to promote a harmonious and cooperative relationship between the VILLAGE and its Employees to the end that the customers of the VILLAGE Municipal Utilities and the residents of the VILLAGE be

protected by assuring at all times the orderly and uninterrupted operations, services and functions provided by the VILLAGE Municipal Utilities, Department of Public Works, and Employees.

## **ARTICLE II: RECOGNITION OF RIGHTS OF THE CSEA**

**Section 2.1:** The VILLAGE recognizes the CSEA as the sole representative and negotiating agent for the VILLAGE's Employees, as defined in Article VI, for the purpose of negotiating and collective bargaining with respect to rates of pay, working conditions and other terms and conditions of employment.

**Section 2.2:** The CSEA represents and warrants that it has been designated by the Employees as their sole representative and negotiating agent, pursuant to Article 14 of the Civil Service Law, and that it is authorized to enter into this Agreement on their behalf.

**Section 2.3:** The VILLAGE agrees to recognize, for purposes of the administration of this Agreement and the Grievance Procedure annexed hereto, a representative of the Employees working for the VILLAGE Municipal Utilities and a representative of the Employees working for the VILLAGE Department of Public Works, to be appointed by the CSEA or its members in any manner they see fit. These representatives shall be given sufficient time during working hours, should unusual circumstances require such time, to fulfill their duties of representation without interference from the VILLAGE.

**Section 2.4:** When such representatives leave their assigned tasks to carry on union business, they shall notify their Department Heads of their time of departure and time of return to their assigned job.

**Section 2.5:** In addition to Section 2.3 above, a leave of absence of two (2) days shall be granted to the Union President with full pay to attend to union business.

## **ARTICLE III: RECOGNITION OF RIGHTS OF VILLAGE**

**Section 3.1:** The operations of the VILLAGE Municipal Utilities and the VILLAGE Department of Public Works and the direction of the VILLAGE's Employees are, subject to the terms of this Agreement, solely vested in the VILLAGE and its officers. The terms "operations" and "direction" include (but are not limited to) the establishment of policy; work scheduling; the right to hire, promote, transfer, suspend or discharge Employees for cause in accordance with Sections 75, 76 and 77 of the Civil Service Law where applicable; the right to determine the mission, purposes, objectives and policies of the VILLAGE; to determine the facilities, methods, and means and number of personnel required for the conduct of VILLAGE programs; to determine whether and to what extent the work

required in operating the VILLAGE's business and services shall be performed by Employees covered by this Agreement; and to allocate or reallocate new or existing positions in accordance with applicable law.

Section 3.2: The VILLAGE shall have the right to establish job descriptions for various categories of Employees, and to establish differing rates of pay for different jobs and to define the various jobs held by such Employees. The establishment of various jobs shall not, however, result in the reduction of the wage rate for the Employees for whom such jobs are established.

#### ARTICLE IV: JOB VACANCIES IN THE NON-COMPETITIVE OR LABOR CLASS

Section 4.1: A. When a job vacancy in the non-competitive or labor class occurs, the VILLAGE shall post an announcement of such vacancy at least seven (7) working days prior to the day it is to be filled. The announcement shall contain the title of the position to be filled, the qualifications required for appointment, and the work location of the vacancy. The announcement shall be posted at the: (1) Village Office, (2) Municipal Office, (3) Water Treatment Plant, (4) Wastewater Treatment Plant, (5) Cemetery Office, (6) DPW barn, (7) the line crew office, and (8) Utilities warehouse.

B. When a vacancy is announced as provided herein, Employees who wish to be considered for appointment to such vacancy shall be allowed to file notice thereof with the Mayor, provided, however, that such notice must be filed within seven (7) working days following the posting of the announcement of the vacancy. Any employee who fails to apply for a posted job will be considered to have waived any rights with regard to the filling of such vacancy.

C. In order that necessary VILLAGE services not be interrupted during the period of any job vacancy, the VILLAGE shall have the right to make temporary appointments filling such vacancies until a permanent employee is appointed.

Section 4.2: The VILLAGE and the CSEA agree that they will use their best efforts to act in a harmonious manner so that any change in job description or job classification may be negotiated prior to implementation.

#### ARTICLE V: PROBATION PERIOD

Section 5.1: The probationary period for all non-competitive class employees shall not be more than one (1) year. The probationary period for all competitive class employees shall be in accordance with the Civil Service Law. Upon completion of the probationary period, seniority will be retroactive to the most recent date of hiring.

## ARTICLE VI: DEFINITIONS

Section 6.1: Whenever used in this Agreement, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

(1) **VILLAGE MUNICIPAL UTILITIES:** shall mean Electric, Water and Sewer Departments.

(2) **EMPLOYEE:** shall mean (whether singular or plural) an Employee of the VILLAGE Municipal Utilities or the VILLAGE's Department of Public Works (including the Building Custodian) who is employed for four (4) or more weeks in any calendar year (other than work weeks in the months of May, June, July and August). The term shall also include the Cemetery Caretaker and the Police Department Clerk. The term shall NOT include elected officials, the members of the VILLAGE's Municipal Utilities Board or the Director of Public Works, or his/her designee.

(3) **OFFICE EMPLOYEE:** shall mean (whether singular or plural) an Employee who is employed in the VILLAGE Municipal Utilities Office, including non-supervisory clerical and accounting personnel and meter readers.

(4) **FIELD EMPLOYEE:** shall mean (whether singular or plural) an Employee of the VILLAGE Municipal Utilities who is NOT an Office Employee or employed in the Sewage Treatment Plant or the Water Treatment Plant, and shall include electric crew Employees, water and sewer crew Employees, the Utilities Serviceman, Foremen and Crew Chiefs.

(5) **PLANT EMPLOYEE:** shall mean (whether singular or plural) all Employees of the VILLAGE Municipal Utilities who are NOT Office Employees or Field Employees, and shall include Sewage Treatment Plant and Water Treatment Plant Operators and Employees.

(6) **CEMETERY GROUNDSKEEPER:** shall mean (whether singular or plural) all full-time cemetery Employees except the Department Head.

## ARTICLE VII: APPLICABLE LAW

Section 7.1: This Agreement shall be governed by the United States Constitution, Federal laws, rules and regulations, the Constitution of the State of New York, and applicable State laws, rules and regulations. In the event that any provision of this



Agreement is inconsistent with the foregoing, such provision to the extent it is so inconsistent, shall be without effect.

Section 7.2: If any determination is made under Section 7.1 as to the enforceability of any section of this Agreement, the parties shall reconvene within thirty (30) days thereafter to re-negotiate an acceptable replacement.

Section 7.3: This Agreement shall also be governed by the Code of the Village of Penn Yan and regulations issued thereunder, to the extent not inconsistent with the Civil Service Law or this Agreement.

Section 7.4: **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 VIII: MEMBERSHIP DUES AND AGENCY FEES**

Section 8.1: The VILLAGE agrees that it will deduct regular membership dues for CSEA membership from the wages of each Employee who shall have filed with the Village Clerk a dues deduction authorization card permitting such deductions. The VILLAGE agrees to remit such deductions to C.S.E.A., Inc., P.O. Box 7125, Capital Station, 143 Washington Avenue, Albany, NY 12210.

Section 8.2: The CSEA, having been recognized as the sole and exclusive bargaining agent for the Employees, shall receive deductions made from the wages of Employees who are not members of the CSEA, in an amount equivalent in each case to the membership dues levied pursuant to Section 8.1 above, and the Village shall make such deductions and remit them to the CSEA as described in Section 8.1 above, accompanied by a list indicating the names of those Employees from whose wages the deductions were made. The CSEA agrees to hold the VILLAGE harmless from any claims arising because of such deductions.

Section 8.3: The VILLAGE agrees to provide the CSEA, upon request but not to exceed four (4) times per year, the names and addresses of all Employees.

Section 8.4: The VILLAGE agrees to make payroll deductions for CSEA members for insurance premiums for CSEA sponsored insurance plans upon notification to the VILLAGE by the CSEA of the adoption of a CSEA sponsored insurance plan, and the cost thereof to each CSEA member, and to remit such deductions as instructed by the CSEA.

**Section 8.5:** The CSEA shall indemnify the VILLAGE and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by either of them for the purpose of complying with the provisions of this Article.

#### **ARTICLE IX: WAGES**

**Section 9.1:** During the period covered by this Agreement, the Employees shall be paid wages in accordance with job titles, job groups and wage schedules set forth in Appendix A hereto. Effective June 1, 2002, the wage schedule shall receive a thirty cents (\$.30) per hour increase, as indicated in Appendix A; and effective as of the beginning of the first full payroll period following the ratification of the Agreement by both parties – an additional ten cents (\$.10) per hour increase on schedule. Effective June 1, 2003, the wage schedule shall receive an additional sixty cents (\$.60) per hour increase. Effective June 1, 2004, the wage schedule shall receive an additional fifty cents (\$.50) per hour increase.

**Section 9.2:** The regular hourly base wage then in effect shall apply in determining the amount of all classes of leave pay.

**Section 9.3:** A new Job Title Group VI-A will be created effective June 1, 2002. For the period of June 1, 2002 to May 31, 2003, each Step of Group VI-A will be \$1.00 higher than the corresponding Step of Group VI for that same period. The new position of Senior Water and Sewer Maintenance Worker will be allocated to Group VI-A.

**Section 9.4:** A new Step 27 will be added to the wage schedule effective June 1, 2002. For the period of June 1, 2002 to May 31, 2003, the Step 27 wage rate will be \$.20 higher than the Step 22 rate for each wage group.

**Section 9.5:** With regard to both Group VI-A and Step 27, for the last two (2) years of this Agreement, i.e., 2003 and 2004, the general wage schedule increases in Section 9.1 will apply.

**Section 9.6:** Each Employee covered by this Agreement who is still on the VILLAGE's active payroll as of the beginning of the payroll period immediately following ratification of this Agreement by both parties shall receive a retroactive payment computed upon the difference between his/her new regular hourly base wage effective June 1, 2002, and his/her prior regular hourly base wage for those hours or periods already compensated, including overtime where applicable, between June 1, 2002 and said payroll period.

**ARTICLE X: OVERTIME, HOLIDAY PAY AND CALL-OUT TIME**

**Section 10.1:** All paid time shall count in the computation of overtime.

**Section 10.2:** Any Employee who is required to work overtime (except for time worked on established holidays granted in Article XI) shall be paid for the time worked at the rate of one and one-half (1½) times the Employee's regular hourly base wage.

**Section 10.3:** Any Employee who is required to work, either due to his or her job classification or for emergency purposes, on any established holiday granted in Article XI, shall be paid for the time worked at the rate of twice the Employee's regular hourly base wage. This is in addition to the standard holiday pay.

**Section 10.4:** Any Employee who is called out after his or her normal working hours or on a weekend shall be paid a minimum of four (4) hours call-out time at the rate of one and one-half (1½) times the employee's regular hourly base wage. Any additional calls received during this four (4) hour period, shall be counted as one (1) call-out. Call-out does not include a situation where an Employee starts the normal work day early or the work day is extended.

**Section 10.5:** Any Employee who is not required by his or her job classification to work on a holiday granted in Article XI but is called out for work on a holiday shall be paid a minimum of three (3) hours call-out time at the rate of twice the Employee's regular hourly base wage.

**ARTICLE XI: HOLIDAYS**

**Section 11.1:** Each employee shall be granted eleven and one-half (11½) holidays as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
4th of July (Independence Day)	Christmas Day
Labor Day	One-half day before Christmas Day

Employees required to work on Christmas Day shall receive payment in accordance with Article 10.3 on both the designated holiday and the actual holiday. If a holiday falls on the Employee's first day off, the holiday will be observed the day before, and if the holiday falls on the Employee's second day off, the holiday will be observed the day after. For example,

for Employees who work a Monday – Friday regular work week, if a holiday listed above falls on a Saturday, Employees will be granted the Friday before the Saturday as a holiday, and if the holiday falls on a Sunday, Employees will be granted the next Monday as a holiday.

**ARTICLE XII: HEALTH INSURANCE, RETIREMENT AND DISABILITY**  
**INSURANCE**

Section 12.1: Effective as soon as practical following ratification of this Agreement by both parties, the Blue Choice Extended health maintenance organization (HMO) plan shall be replaced by the Blue Choice Select health plan with a \$5/\$10 drug rider for bargaining unit members and their eligible dependents. The current Blue Choice Extended health plan (with \$5/\$10 drug rider) will still be offered, but only as an alternative to the Blue Choice Select base plan. If the Employee opts for said Blue Choice Extended plan, the Employee shall be responsible for the full difference in premium cost between the Blue Choice Extended and the Blue Choice Select, plus any premium contribution required under this section.

For Employees hired prior to June 1, 1992, the VILLAGE shall continue to pay one hundred percent (100%) of the insurance premiums regardless of coverage category, based on the cost of the Blue Choice Select plan. For Employees hired on or after June 1, 1992, the VILLAGE shall assume one hundred percent (100%) of the insurance premiums for individual coverage and eighty percent (80%) of the premiums for any form of dependent coverage, based on the cost of the Blue Choice Select plan.

The Blue Cross and Blue Shield Smile Saver IV dental benefits plan will be continued as before, with the VILLAGE paying ninety percent (90%) of the premium for individual coverage. For family coverage, the VILLAGE will pay fifty percent (50%) of the difference between the family and individual premium rates.

The VILLAGE will not be responsible for changes unilaterally imposed by any insurance provider, or HMO, in benefits, co-payment provisions, or deductibles, so long as the VILLAGE uses its best efforts to minimize changes by incumbent insurance providers and HMOs from one plan year to another. The VILLAGE will agree, however, to negotiate the impact of any such change upon demand of the CSEA. The extent of coverage under the benefit plans, including any HMOs, referred to in this Agreement shall be governed by the terms and conditions set forth in said policies and plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies and plans and shall not be subject to the grievance procedure set forth in this Agreement.

The VILLAGE reserves the right to change or provide alternate insurance plans or carriers, HMOs, or to self-insure, as it deems appropriate for any form or portion

of the health, prescription drug and dental coverages referred to in this Article, so long as the new coverage and benefits are equal to, or better than, the programs existing at the time of any such change. The VILLAGE agrees to consult with the CSEA prior to any such change.

**Section 12.2:** The VILLAGE shall also offer NYS Retirement option 41-j, application of unused sick leave as additional New York State Retirement service credit.

**Section 12.3:** The VILLAGE shall also pay for all enrolled Employees one hundred percent (100%) of the 20-Year New Career Retirement Plan (Section 75-i) of the New York State and Local Employees' Retirement System. The VILLAGE will also provide the guaranteed ordinary death benefit in accordance with Section 60-b of the Retirement and Social Security Law. The VILLAGE also agrees to provide the benefits of ARTICLE XIV and ARTICLE XV of the New York State Retirement and Social Security Law, on a contributory basis, for those Employees enrolled in Tiers 3 and 4 of the New York State and Local Retirement System.

**Section 12.4:** The VILLAGE shall also pay for all Employees one hundred percent (100%) of a disability insurance plan which provides benefits equal to those provided for then currently established plans for industrial employees within the State of New York. Employees eligible to collect either Workers' Compensation or disability insurance payments may elect to draw on accumulated sick leave in place of these benefits, provided that the Employee assigns his/her Workers' Compensation payments to the VILLAGE which will thereupon restore the Employee's sick leave credits; or provided that the Employee assigns his/her disability payments to the VILLAGE, which will thereupon restore fifty percent (50%) of the Employee's sick leave credits.

**Section 12.5:** Effective for the calendar year commencing January 1, 1999, and for each calendar year thereafter, any full-time Employee covered by this Agreement who elects in advance in writing by the preceding November 1st to discontinue his/her active participation in the VILLAGE's health insurance program for a minimum of one (1) full calendar year will receive a lump sum annual stipend of \$500 if the Employee is foregoing individual coverage, or a lump sum annual stipend of \$1,000 if the Employee is foregoing family coverage, payable on or about December 1 of the opt-out year, provided the Employee produces proof of alternate health insurance coverage from another source. The Employee will have the right to return to VILLAGE coverage, pursuant to the particular health plan's rules and regulations, either: (1) if the Employee loses his/her alternate coverage due to death, divorce, or loss of insurance for other qualifying reasons beyond the Employee's control, or (2) during the VILLAGE's open enrollment periods. The amount of the opt-out payment will be reduced on a prorata basis.

**Section 12.6:** The VILLAGE will offer, at no cost to the Employee, a benefit plan pursuant to Section 125 of the Internal Revenue Code to allow participating Employees the

option of paying the Employee's share of the group health and dental insurance premiums on a pre-tax basis in accordance with IRS regulations.

### **ARTICLE XIII: HOURS OF WORK AND ASSOCIATED DUTIES**

**Section 13.1:** The VILLAGE Municipal Utilities Office shall be open for a period of nine (9) consecutive hours, from 7:30 a.m. to 4:30 p.m. each working day, and the regular work day of the Employees in that office (including Meter Readers) shall be eight (8) hours from 7:30 a.m. to 4:30 p.m. (with one (1) hour for lunch during the working day).

**Section 13.2:** The regular workday for all Field and Plant Employees and for all Department of Public Works Employees including the Building Custodian, shall be eight (8) hours from 7:00 a.m. to 4:00 p.m. (with one (1) hour for lunch during the working day). Notwithstanding the foregoing, on "turn off" days designated by the Director of Public Works, or his/her designee, the Utilities Serviceman shall work from 7:30 a.m. to 4:30 p.m. (with one (1) hour for lunch during the working day).

**Section 13.3:** The regular work week for the Cemetery Caretaker and the Police Department Clerk shall be forty (40) hours to be worked at such times as may be reasonably established by their Department Heads.

**Section 13.4: A.** The regular work week for all Plant Employees shall consist of five (5) consecutive working days beginning on Monday and running through Friday.

**B.** In addition, all Plant Employees shall work an alternating weekend schedule of two (2) hours per weekend day, from 7:00 a.m. to 9:00 a.m., at overtime rates.

**C.** All Plant Employees shall work holidays granted in Article XI in the same manner as weekend days.

**D.** Notwithstanding the above, the regular work week for any Plant Employee hired on or after June 1, 2002 shall consist of five (5) consecutive working days beginning on any day of the week. The regular workday for any such Employee shall be eight (8) hours, plus a one (1) unpaid meal period. The regular workday for any such Employee may begin at any hour of the day between 7:00 a.m. and 4:00 p.m.. A shift differential of thirty cents (\$.30) per hour will be paid for all regular shift hours worked by any such Employee when a majority of his/her regularly scheduled shift hours occur after 4:00 p.m.. The shift differential shall not be paid for work performed as overtime work, work performed earlier than the Employee's regular shift, or for any paid time off. Effective June 1, 2004, the shift differential will be increased to thirty-five cents (\$.35) per hour.

**Section 13.5:** The workday duties of Water Treatment Plant Operators may not be entirely on work at the Water Treatment Plant. Time other than that necessary to conduct daily plant checks, tests, general cleaning and general maintenance will be spent on such work of a similar nature as is assigned by the Director of Public Works.

**Section 13.6:** The normal work day of any Employee, except to the extent covered in the next paragraph, shall not be curtailed due to a call-out to work prior to the beginning of a regular work day unless, in the opinion of the Director of Public Works, or his/her designee, based upon safety considerations, it is in the best interest of the Employee and fellow Employees that the Employee be relieved at an earlier hour. However, any Employee shall have the option of limiting his/her work day subsequent to a call-out to eight (8) hours, provided that all emergency work (whether related to the call-out or arising subsequent to it) has been completed, and normal working conditions prevail.

**Section 13.7:** The work week and/or working schedule and duties of the Water and Sewer Maintenance Helper may be altered by the Director of Public Works, or his/her designee, during snow conditions in order to keep the Water Treatment Plant drives clear during periods that the Water Treatment Plant Operators are not on duty.

**Section 13.8:** Any time worked by an Employee in excess of a regular eight (8) hour work day and/or a forty (40) hour work week, shall be considered overtime in computing the Employee's wages for the week.

**Section 13.9:** A call-out list shall be maintained and rotated among all qualified Employees.

**Section 13.10:** All Employees are expected to be available insofar as is reasonable to respond to emergency calls.

**Section 13.11:** During other than emergency situations, all Employees are entitled to one (1) break between the hours of 9:00-9:30 a.m. and one (1) break between the hours of 2:00-2:30 p.m., and these breaks shall be a maximum of fifteen (15) minutes in duration. Any variation from this policy must receive prior approval from the Employee's immediate supervisor. The immediate supervisor may postpone a break if necessary to complete a job assignment.

**Section 13.12:** Hours of work may be varied by mutual consent by the VILLAGE and the CSEA. The summer work week for affected Employees shall commence on the first Monday after the start of Daylight Savings time and terminate at midnight of the last Saturday in October of each year (7:00 a.m. to 3:30 p.m., with a thirty (30) minute lunch period).

#### ARTICLE XIV: VACATION LEAVE

**Section 14.1:** After completion of one (1) year of continuous employment with the VILLAGE, an Employee shall be entitled to paid vacation leave of two (2) weeks at his or her regular hourly base wage then in effect.

**Section 14.2:** After completion of five (5) years of continuous employment with the VILLAGE, an Employee shall be entitled to paid vacation leave of three (3) weeks at his or her regular hourly base wage then in effect.

**Section 14.3:** After completion of twelve (12) years of continuous employment with the VILLAGE, an Employee shall be entitled to paid vacation leave of four (4) weeks at his or her regular hourly base wage then in effect.

**Section 14.4:** After completion of twenty (20) years of continuous employment with the VILLAGE, an Employee shall be entitled to paid vacation leave of five (5) weeks at his or her regular hourly base wage then in effect.

**Section 14.5:** Vacation may be accumulated to twenty (20) days.

**Section 14.6:** Vacations may be taken at the convenience of the Employee, with seniority being the deciding factor when conflicts arise. Subject to job requirements, the VILLAGE may limit the number of Employees on vacation at any one time, but in no event shall all Office Employees, all Field Employees, all Plant Employees or all DPW Employees be denied vacation at any one time.

**Section 14.7:** Employees have the right to payment for a portion of their vacation leave in lieu of physically taking the remaining vacation leave for any year. Payment may be for any number of days not exceeding half the number to which the Employee was entitled based upon his/her most recent employment anniversary. Payment will be determined by the length of the Employee's normal work day and at the Employee's regular hourly base wage then in effect.

**Section 14.8:** An Employee leaving the VILLAGE's employ with vacation leave to his/her credit shall receive payment for such vacation leave at the Employee's regular hourly base wage in effect on his or her last day worked. Payment will be determined by the length of the Employee's regular work day.



## ARTICLE XV: SICK LEAVE

Section 15.1: A. Each Employee shall accumulate sick leave at the rate of one (1) working day per month, which may be accumulated up to a maximum of two hundred forty (240) working days. Sick leave with pay shall be granted to each Employee by the Department Head under whom the Employee works, under the terms set forth in the Village Code.

B. Upon retirement, each Employee's unused sick leave will be converted to a "fund", the dollar value of which shall be determined by multiplying the number of unused sick leave days times the Employee's regular daily base wage in effect on his/her last day worked. This "fund" shall be used to the extent of the dollar amount in the "fund" to purchase health insurance for the retired employee under the VILLAGE's health insurance policy.

C. An Employee must notify his/her Department Head as promptly as possible of the need to be absent due to sickness, and in no event more than one (1) hour after the Employee's normal starting time. In the event that the Department Head cannot be reached, the Employee shall leave a message for the Department Head with the Village Clerk.

D. Sick leave is not meant to be utilized to extend a holiday or vacation or as personal leave, and a Department Head may reasonably require a doctor's certificate if such leave is taken immediately before or after a holiday or vacation.

E. Sick leave may be taken in one (1) hour segments.

## ARTICLE XVI: BEREAVEMENT LEAVE

Section 16.1: Each Employee shall be granted three (3) days of bereavement leave upon the death of any person within the Employee's immediate family. An Employee's immediate family is considered to include only the Employee's spouse, children, grandchildren, parents, grandparents, brothers, sisters, mother- and father-in-law, brother- and sister-in-law, and a relative residing in the Employee's household.

## ARTICLE XVII: PERSONAL LEAVE

Section 17.1: A. Each Employee shall be entitled to five (5) days of personal leave per year. Under normal circumstances, an Employee must notify his/her Department Head at least twenty-four (24) hours before he/she wishes to take a personal leave day. In an

emergency, the Employee must notify his/her Department Head as far in advance as possible. In the event that the Department Head cannot be reached, the Employee shall leave a message for the Department Head with the Village Clerk.

B. Personal leave days may be granted for a day immediately preceding or following a holiday or vacation only upon prior approval of the Employee's Department Head, which approval will not be unreasonably withheld.

C. Personal days must be used each year (June 1st to May 31st ) or forfeited. Personal days cannot be converted into sick days.

D. Personal days may be taken in one (1) hour segments.

E. Employees hired after 6/1/1967, shall have personal leave time prorated during their first year of employment only.

#### **ARTICLE XVIII: JURY AND COURT ATTENDANCE**

Section 18.1: Employees who are required to serve as a juror or to appear in court as a witness or to attend court pursuant to a subpoena or other order of the court, shall be granted a leave of absence with pay when such service occurs during the Employee's normally scheduled work time. Such absence shall not be deducted from any other leave allowance. The Employee shall also be entitled to retain any mileage compensation paid by the court. When an Employee receives notice of call to jury duty, or is subpoenaed to appear in court, said Employee shall notify his/her supervisor of such on the first work day following receipt of notice by providing a copy thereof to the supervisor. If an Employee who works days is excused from juror or witness duties prior to 1:00 PM, the Employee shall report to work for the remainder of the work day.

#### **ARTICLE XIX: ASSOCIATION MEETINGS**

Section 19.1: Plant Employees' attendance at their respective association meetings shall be considered upon notification to the Director or Assistant Director of Public Works of the scheduled meetings, for presentation to the Municipal Utilities Board. If it is determined that an Employee will represent the VILLAGE at the meeting, he/she will be notified after approval has been given by the Municipal Utilities Board. Notwithstanding anything contained in Article X, the Employee will only be paid for a normal work day at his/her regular hourly base wage, unless the Employee's attendance causes the time he/she actually worked (Section 10.1 shall not apply) during a week ended Sunday to exceed forty (40) hours, in which case overtime shall be paid for hours beyond the fortieth (40th) hour

pursuant to Section 10.2. All associated expenses for travel, food and registration shall be reimbursed to the Employee.

#### ARTICLE XX: NO STRIKE CLAUSE

Section 20.1: The CSEA agrees that it will not strike, encourage a strike or participate in any other such action. A strike by any Employee shall constitute interruption of the Employee's continuous employment.

#### ARTICLE XXI: EMPLOYEE EFFICIENCY AND COOPERATION

Section 21.1: The CSEA recognizes that the VILLAGE has the right to require, from each Employee, efficient and diligent service in the performance of his/her duties. The CSEA undertakes that its officers, agents, and members will not oppose or interfere, directly or indirectly, with the efforts of the VILLAGE to train Employees and to improve their skills and abilities. All Employees shall individually and collectively perform faithful and efficient work to the best of their abilities, and cooperate with the VILLAGE Department Heads and other Employees of their own and other crews or departments in promoting and advancing the welfare of the VILLAGE.

#### ARTICLE XXII: SAFETY CLAUSE

Section 22.1: Safety programs for all job classifications will be conducted regularly, in order to educate and train all Employees in the proper and safe procedures for their respective jobs. Such safety equipment shall be provided as will provide additional safety for the Employees involved in each line of work. Employees shall use required safety equipment at all times.

Section 22.2: There shall be a Joint Safety Committee of four (4) representing the CSEA and four (4) representing the VILLAGE. The purpose of this Committee shall be to promote safety by encouraging compliance with all safety regulations, the proper use of all safety equipment and by making recommendations concerning any matters relative to on-the-job safety.

#### ARTICLE XXIII: GRIEVANCE PROCEDURE

Section 23.1: The Grievance Procedure contained in Appendix B hereto shall be the procedure used for settling differences between the employees and the VILLAGE. It is agreed that Employees may present their grievances in accordance with the Grievance Procedure free from coercion, interference, restraint, discrimination or reprisal.

**Section 23.2:** An Employee may be represented by a representative of the CSEA at any stage of the Grievance Procedure.

**Section 23.3:** Appendix B shall constitute a part of the Agreement to the same extent as if fully set forth herein.

**Section 23.4:** For the purpose of grievances brought by an Employee of the VILLAGE Municipal Utilities, the term "Department Head" as used in Appendix B shall mean the Director of Public Works.

**Section 23.5:** A. There shall be a Labor-Management Committee of four (4) representing the CSEA and four (4) representing the VILLAGE. The Committee shall meet at such times as it may decide. However, it shall meet also within forty-eight (48) hours when notice is given by either party. It shall select its own Chairperson and Secretary.

B. All questions in dispute shall be adjusted by the duly authorized representatives of each of the parties to this Agreement. In the event that these two (2) parties are unable to adjust any matter within forty-eight (48) hours, they shall refer the same to the Labor-Management Committee.

C. All matters coming before the Labor-Management Committee shall be decided by majority vote. Six (6) members of the committee, three (3) from each of the parties hereto, shall be a quorum for the transaction of business, but each party shall be counted as though all were present and voting.

#### **ARTICLE XXIV: SENIORITY**

**Section 24.1:** A. Seniority is defined as the length of uninterrupted continuous service in the employ of the VILLAGE which will be considered in the case of an Employee's promotion, transfer, reduction in force, lay-off and recall, and in the granting of vacation leave, personal leave and free weekends.

B. Continuous service includes those periods when an Employee is on the VILLAGE's active payroll, as well as those periods when an Employee is:

1. Absent from, and unable to perform the duties of, his/her position by reason of a disability resulting from illness or occupational injury or disease, but shall not include absences beyond the period of available sick leave if the cause of disability is not work related;

2. On military leave, to the extent required by Section 242 of the Military Law; and

3. Such other periods of service, if any, as the Civil Service Law requires to be treated as part of the Employee's continuous service.

C. An Employee on an authorized leave of absence will maintain his/her seniority (but will not accumulate additional seniority) for the full period of the leave. An employee who is laid off will maintain his/her seniority for a period of up to one (1) year, but will not accumulate additional seniority.

D. An Employee loses his/her seniority when the Employee resigns, is discharged, retires, or refuses recall.

E. Relative seniority for persons appointed on the same date shall be determined by the order of their appointment.

Section 24.2: Promotion shall be granted to qualified Employees already employed by the VILLAGE prior to hiring from the outside for non-competitive and labor class positions.

#### **ARTICLE XXV: AGREEMENT**

Section 25.1: This Agreement is for three (3) years and shall be effective as of June 1, 2002, and shall remain in effect through May 31, 2005.

Section 25.2: Collective bargaining negotiations for amendment of this Agreement shall commence during February 2005.

Section 25.3: Through such negotiations, the VILLAGE and the CSEA shall attempt to agree in writing before April 1, 2005, on a new contract to become effective June 1, 2005.

#### **ARTICLE XXVI: COMPLETE AGREEMENT**

Section 26.1: This Agreement constitutes the entire agreement between the parties, and no verbal statement shall supersede any of its provisions.

ARTICLE XXVII: MISCELLANEOUS

Section 27.1: Each Employee shall receive as a bonus; a lump sum payment of \$200, minus deductions required by law, no later than December 1st of every year this Agreement is in effect.

Section 27.2: Newly hired Employees may be started at up to STEP 2 of the wage schedule then in effect.

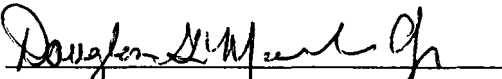
Section 27.3: The VILLAGE, with input from the CSEA, shall develop and implement a performance evaluation system for Employees. The evaluation system shall be designed to offer constructive criticism to Employees so that their future with the VILLAGE may be more productive and beneficial to all concerned. During the first two (2) years of employment with the VILLAGE, evaluations shall be done at six (6) month intervals. After completion of two (2) years of employment, evaluations shall be done annually. Unsatisfactory evaluations shall be grievable under Appendix B of this Agreement.

ARTICLE XXVIII: DRUG AND ALCOHOL TESTING

Section 28.1: Drug and alcohol testing shall be in accordance with the U.S. Department of Transportation Drug and Alcohol Testing Regulations, Parts 40, 382 and applicable Sections of 391, subpart M.

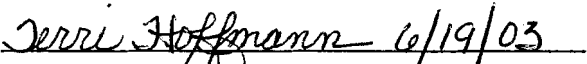
IN WITNESS WHEREOF, the VILLAGE and the CSEA have caused this Agreement to be executed by their duly authorized officials, and their respective seals affixed thereto, on this 24<sup>th</sup> day of June 2003.

FOR THE VILLAGE:

  
Douglas G. Marchionda, Jr., Mayor  
Village of Penn Yan

FOR THE CSEA:

  
Jens T. Jensen, Local CSEA President  
Village of Penn Yan

  
Terri Hoffmann, CSEA, Inc., Collective  
Bargaining Specialist

## APPENDIX A

### JOB TITLE GROUPS, WAGE STEPS and WAGE SCHEDULES

**WAGES:** All employees shall be paid at an hourly rate. The regular hourly wage rate for all employees shall be according to their Job Title and Group as shown below, and as determined by the Wage Schedules that follow.

#### JOB TITLE GROUPS:

- Group I:** Building Custodian  
Cemetery Groundskeeper  
Keyboard Specialist
  
- Group II:** Account Clerk  
Account Clerk-Typist  
Wastewater Treatment Plant Maintenance Worker Trainee
  
- Group III:** Electric Groundsperson  
Senior Account Clerk  
Senior Account Clerk-Typist  
Senior Typist  
Wastewater Treatment Plant Maintenance Worker  
Wastewater Treatment Plant Mechanic  
Water/Sewer Maintenance Helper
  
- Group IV:** D.P.W. MEO (L)  
Meter Reader Technician  
Wastewater Treatment Plant Operator Trainee  
Water Treatment Plant Operator Trainee
  
- Group V:** D.P.W. HEO  
Utility Service Worker  
Water/Sewer Maintenance Worker
  
- Group VI:** Apprentice Lineworker  
D.P.W. Working Supervisor  
Wastewater Treatment Plant Operator  
Water Treatment Plant Operator
  
- Group VI-A:** Senior Water/Sewer Maintenance Worker
  
- Group VII:** Water/Sewer Maintenance Supervisor

**Group VIII: Lineworker**  
**Water Treatment Plant Chief Operator**  
**Wastewater Treatment Plant Chief Operator**

**Group IX: Senior Lineworker**

**Group X: Line Supervisor**

**Group XI: Line Crew Chief**



**WAGE STEPS: For all employees, Steps on the Wage Schedules shall be determined and applied as follows:**

<b>Start</b>	<b>First 12 months of continuous employment</b>
<b>Step 1</b>	<b>After one (1) year of continuous employment</b>
<b>Step 2</b>	<b>After two (2) years of continuous employment</b>
<b>Step 3</b>	<b>After three (3) years of continuous employment</b>
<b>Step 4</b>	<b>After four (4) years of continuous employment</b>
<b>Step 9</b>	<b>After nine (9) years of continuous employment</b>
<b>Step 13</b>	<b>After thirteen (13) years of continuous employment</b>
<b>Step 18</b>	<b>After eighteen (18) years of continuous employment</b>
<b>Step 22</b>	<b>After twenty-two (22) years of continuous employment</b>
<b>Step 27</b>	<b>After twenty-seven (27) years of continuous employment</b>

**WAGE SCHEDULE**  
**JUNE 1, 2002 - MAY 31, 2003**  
**6/1/02 - 4/18/03 .30 INCREASE (RETRO) 4/19/03 - 5/31/03**  
**AN ADDITIONAL .10 INCREASE**

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 13	STEP 18	STEP 22	STEP 27
I	11.77	11.97	12.15	12.34	12.78	12.85	13.17	13.74	13.82	14.02
II	12.80	12.97	13.17	13.37	13.55	13.86	14.19	14.50	14.84	15.04
III	13.17	13.43	13.69	13.93	14.19	14.51	14.84	15.16	15.48	15.68
IV	13.99	14.25	14.51	14.77	15.02	15.35	15.66	15.98	16.30	16.50
V	14.64	14.96	15.28	15.59	15.92	16.24	16.56	16.88	17.20	17.40
VI	15.02	15.35	15.66	15.98	16.30	16.62	16.95	17.27	17.57	17.77
VI-A	16.02	16.35	16.66	16.98	17.30	17.62	17.95	18.27	18.57	18.77
VII	17.32	17.71	18.09	18.48	18.86	19.17	19.49	19.82	20.14	20.34
VIII	18.28	18.67	19.05	19.43	19.82	20.14	20.46	20.76	21.09	21.29
IX	19.88	20.39	20.90	21.41	21.93	22.25	22.55	22.87	23.20	23.40
X	20.52	21.02	21.54	22.05	22.55	22.87	23.20	23.52	23.84	24.04
XI	21.79	22.37	22.95	23.52	24.10	24.41	24.74	25.31	25.88	26.08

WAGE SCHEDULE  
 JUNE 1, 2003 - MAY 31, 2004  
 (.60 INCREASE)

GROUP	START	STEP1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 13	STEP 18	STEP 22	STEP 27
I	12.37	12.57	12.75	12.94	13.38	13.45	13.77	14.34	14.42	14.62
II	13.40	13.57	13.77	13.97	14.15	14.46	14.79	15.10	15.44	15.64
III	13.77	14.03	14.29	14.53	14.79	15.11	15.44	15.76	16.08	16.28
IV	14.59	14.85	15.11	15.37	15.62	15.95	16.26	16.58	16.90	17.10
V	15.24	15.56	15.88	16.19	16.52	16.84	17.16	17.48	17.80	18.00
VI	15.62	15.95	16.26	16.58	16.90	17.22	17.55	17.87	18.17	18.37
VI-A	16.62	16.95	17.26	17.58	17.90	18.22	18.55	18.87	19.17	19.37
VII	17.92	18.31	18.69	19.08	19.46	19.77	20.09	20.42	20.74	20.94
VIII	18.88	19.27	19.65	20.03	20.42	20.74	21.06	21.36	21.69	21.89
IX	20.48	20.99	21.50	22.01	22.53	22.85	23.15	23.47	23.80	24.00
X	21.12	21.62	22.14	22.65	23.15	23.47	23.80	24.12	24.44	24.64
XI	22.39	22.97	23.55	24.12	24.70	25.01	25.34	25.91	26.48	26.68

WAGE SCHEDULE  
 JUNE 1, 2004 - MAY 31, 2005  
 (.50 INCREASE)

GROUP	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 9	STEP 13	STEP 18	STEP 22	STEP 27
I	12.87	13.07	13.25	13.44	13.88	13.95	14.27	14.84	14.92	15.12
II	13.90	14.07	14.27	14.47	14.65	14.96	15.29	15.60	15.94	16.14
III	14.27	14.53	14.79	15.03	15.29	15.61	15.94	16.26	16.58	16.78
IV	15.09	15.35	15.61	15.87	16.12	16.45	16.76	17.08	17.40	17.60
V	15.74	16.06	16.38	16.69	17.02	17.34	17.66	17.98	18.30	18.50
VI	16.12	16.45	16.76	17.08	17.40	17.72	18.05	18.37	18.67	18.87
VI-A	17.12	17.45	17.76	18.08	18.40	18.72	19.05	19.37	19.67	19.87
VII	18.42	18.81	19.19	19.58	19.96	20.27	20.59	20.92	21.24	21.44
VIII	19.38	19.77	20.15	20.53	20.92	21.24	21.56	21.86	22.19	22.39
IX	20.98	21.49	22.00	22.51	23.03	23.35	23.65	23.97	24.30	24.50
X	21.62	22.12	22.64	23.15	23.65	23.97	24.30	24.62	24.94	25.14
XI	22.89	23.47	24.05	24.62	25.20	25.51	25.84	26.41	26.98	27.18

## APPENDIX B

### GRIEVANCE PROCEDURE

#### PURPOSE:

In order to establish a more harmonious and cooperative relationship between the VILLAGE and the CSEA Employees, it is the purpose of this procedure to provide for the settlement of certain differences between the Employees and the VILLAGE, as hereinafter described, by which Employees may present grievances free from coercion, interference, restraint, discrimination or reprisal.

#### DEFINITIONS:

**EMPLOYEE:** As defined in Section 6.1(2) on page 4 of this Agreement.

**EMPLOYER:** Shall mean the VILLAGE of Penn Yan.

**CSEA:** As defined in the Preamble on page 1 of this Agreement.

**DEPARTMENT HEAD:** As defined in Section 23.4 of this Agreement.

**GRIEVANCE HEARING COMMITTEE:** Shall mean a committee consisting of the Mayor and two (2) additional members of the Village Board of Trustees, as shall be appointed from time to time for the purpose of hearing grievances in accordance with this procedure.

**REPRESENTATIVE:** Shall mean any person selected by an Employee to appear with him/her, or on his/her behalf, with respect to any grievance, and shall include (but not be limited to) an Attorney at Law or a Representative of the CSEA.

**GRIEVANCE:** Shall mean any claimed violation, misinterpretation or inequitable application or implementation of any applicable law, rule, regulation, or policy of the employer governing the terms and conditions of employment or the application and implementation of any wage agreement in effect between the VILLAGE and the CSEA.

**APPLICABILITY:** Every Employee shall have the right to present his/her grievance to the VILLAGE in accordance with the provisions of this procedure, free from coercion, interference, restraint, discrimination or reprisal, and every Employee shall have the right to be represented at all stages of the procedure.

#### PROCEDURE:

Step 1 -The Employee and his/her representative, if any, shall present the grievance to the Department Head on an oral and informal basis. Such presentation shall be made no later than the fifth (5<sup>th</sup>) working day following the day of the occurrence of such grievance. The Department Head shall give his/her verbal answer no later that the third (3<sup>rd</sup>) working day following the date of original presentation. If the grievance is satisfactorily resolved at Step 1, the Department Head shall, by written memorandum, promptly notify the Mayor, and the Employee will take no further action. If the Employee is dissatisfied with the response of the Department Head, then the Employee may proceed to Step 2.

**Step 2 - Shall consist of a written request to the Grievance Hearing Committee by the Employee and his/her representative, if any, for its review and determination. Such request shall state the nature of the grievance and the remedial action desired, and shall be presented to the Mayor, by mail or by delivery to the Village Clerk, within five (5) working days of the conclusion of Step 1. Thereupon, the Mayor shall, within five (5) working days of the receipt by the Village Clerk of the Employee's written request, conduct a hearing at which all parties concerned shall be notified to appear and be allowed to testify. The Grievance Hearing Committee shall render a decision, in writing, within three (3) working days of the conclusion of the hearing. A copy of its decision shall be mailed to the Employee, and his/her representative, if any. Such mailing shall constitute the end of Step 2. If the Employee is dissatisfied with the decision of the Grievance Hearing Committee then the Employee may proceed to Step 3.**

**Step 3 - Shall consist of a written request to the Board of Trustees by the Employee or his/her representative, if any, for a review of the decision of the Grievance Hearing Committee. Such request shall state the nature of the grievance and the remedial action desired, and shall be mailed or delivered to the Village Clerk with five (5) working days of the conclusion of Step 2. The Village Clerk shall promptly forward one (1) copy of the request to the Mayor. The Mayor shall, within ten (10) working days of the receipt by the Village Clerk of the Employee's written request, conduct a hearing by the Board of Trustees (with at least a quorum present) at which all parties concerned shall be notified to appear and be allowed to testify. The hearing may be adjourned from time to time. Within five (5) working days of the conclusion of the hearing, the Board of Trustees shall make a written determination, which shall include findings of fact, a decision and reasons for the Board's decision, and a copy of such determination shall be mailed to the Employee, and his/her representative, if any. If the Employee and the CSEA are both dissatisfied with the determination of the Board of Trustees, then the CSEA may refer the grievance to arbitration as hereinafter provided.**

**ARBITRATION: Within ten (10) working days of the mailing of the decision of the Board of Trustees to the Employee, the CSEA shall give written notice to the Mayor of the employee's request for arbitration of his/her grievance. Promptly thereafter, the Mayor shall make arrangements with the Employee and his/her CSEA representative for the selection of an Arbitrator mutually agreeable to both parties. If the parties are unable to agree upon an Arbitrator, then they shall promptly petition the Public Employment Relations Board for a list of seven (7) arbitrators. The Arbitrator shall be selected by each party alternately striking names, with the VILLAGE being the first to strike a name, until one name is left. That individual shall be the Arbitrator. The arbitration proceeding shall be conducted under the rules determined by the Arbitrator, and the decision of the Arbitrator shall be final and binding on both parties.**

