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Union: **Village of Owego Department of Public Works, Sewer Department, and Office/Clerical, CSEA, AFSCME, AFL-CIO**

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7708

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE VILLAGE OF OWEGO

&

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000 AFSCME, AFL-CIO**

Covering the two (2) year period:

August 1, 2002 - July 31, 2004

RECEIVED

APR 29 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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A G R E E M E N T

1. This agreement made by and between the Village of Owego, a municipal corporation organized under the laws of the State of New York and having its principal place of business at 178 Main Street, Owego, Tioga County, New York, party of the first part hereinafter called "Village" and the Civil Service Employees Association Inc., Local 1000 AFSCME, AFL-CIO hereinafter called "CSEA".

WITNESSETH:

WHEREAS by resolution adopted January 3, 1968 the Village, pursuant to Section 207 (1) of the Civil Service Law of the State of New York defined members of the Village of Owego Department of Public Works, the Sewer Department and Office/Clerical as an appropriate unit of Village employees for bargaining purposes and by the same resolution, pursuant to Section 207 (2, 3) of the Civil Service Law recognize the CSEA as the representative of the members of such unit; and

WHEREAS representatives of the CSEA and the Village having heretofore entered into good faith negotiations and having concluded such negotiations do wish to incorporate the agreements reached by them into a written contract; and

NOW THEREFORE to provide for a harmonious employer-employee relationship between the parties hereto which will benefit both the citizens of the Village of Owego and employees of the Village, the parties hereto contract and agree as follows:

2. Composition of Employee Unit

Since a community of interest exists between those Village employees working in the Cemetery and Parks Departments and the employees working in the Sewer and Public Works Departments and the employees working in the Office/Clerical, the members of those five departments are included within the unit of the Village employees represented by CSEA and covered by this contract.

3. Recognition of CSEA

The Village hereby recognizes the CSEA as the sole and exclusive representative of the employee unit composed of members working in the Department of Public Works, Sewer Department and the Office/Clerical and in the Cemetery and Parks Departments for the maximum period as established by law. During the period provided above, the CSEA shall have the right to represent the members of the employee unit defined above in negotiations and in the settlement of grievances and to membership dues deduction upon presentation of dues deduction authorization cards signed by the individual employees.

4. No Strike Affirmation

The CSEA affirms, pursuant to Section 207(3) of the Civil Service Law, that it does not assert the right to strike against any government; to assist or participate in any such strike; or to impose an obligation to conduct, assist, or participate in such a strike.

5. Compensation

A. New Employees

New employees shall be paid at a starting rate in accordance with the rate schedule below, except where it is determined by the Village Board of Trustees and in its sole discretion, that a new employee has sufficient years of experience in the same or similar classification to warrant consideration at a salary higher than the starting rate. In no event shall such a higher salary exceed that of a present Village employee in the same classification. Benefits and seniority for such an employee shall be the same as for any other new hire:

1. Starting Rates for Street Department

<u>Classification</u>	<u>Starting Rate</u>
Working Supervisor	\$15.00/per hour
Parks Maintenance Supervisor	\$10.00/per hour
Mechanic	\$10.00/per hour
Heavy Equipment Operator (HEO)	\$10.00/per hour
Motor Equipment Operator (MEO)	\$ 8.00/per hour

2. Starting Rates for Sewer Department

<u>Classification</u>	<u>Starting Rate</u>
Operator/Crew Chief	\$15.00/per hour
Waste Water Treatment Plant Operator	\$11.00/per hour
Waste Water Treatment Plant Operator Trainee	\$ 8.00/per hour
Motor Equipment Operator (MEO)	\$ 8.00/per hour

3. Office/Clerical Employees

Clerk-Typist	\$ 7.50/per hour
Sr. Clerk/Payroll Clerk	\$ 8.00/per hour
Accounts Payable Clerk	\$ 8.00/per hour

B. Present Employees

All present employees, except the two (2) most junior MEO's (Tim Pedro and Greg Verno), shall receive an increase in their hourly wage rate in the amount of three (3%) percent, retro-active to August 1, 2002, to be paid on the first payday in July 2003. Effective August 1, 2003, all employees working for the Village and covered under this labor agreement shall receive an increase in their hourly wage rate in the amount of three (3%) percent, except the two (2) most junior MEO's (Tim Pedro and Greg Verno). Mr. Pedro and Mr. Verno shall both receive an increase in their current hourly rate of \$.50/per hour retroactive to August 1, 2002 (payable the first payday in July 2003) and another increase in their hourly rate of \$.50/per hour effective August 1, 2003.

C. All Employees

1. Merit Raises: Each worker shall receive an evaluation at least once per year, to be completed on an evaluation form herein described as "Employee Performance Evaluation Form 27". Such annual evaluations will be discussed with the employee during normal working hours. At the discretion of the Village, a merit raise may be given subsequent to the yearly evaluation.
2. Overtime Compensation: The normal work week pursuant to this contract shall be the standard forty (40) hour work week. Employees who works more than eight (8) hours in any work day or more than forty (40) hours in any one work week shall be paid at the rate of one and one-half his or her hourly rate for each hour actually worked in excess of eight (8) hours in any one day or for each hour actually worked in excess of forty (40) in any one work week. All paid time shall be counted in computing overtime pay. Employees shall receive overtime compensation in the same manner as they receive their regular wages. At the employee's option, compensatory time at time and one-half (1.5X) may be taken in lieu of overtime payments. Employees shall be allowed to accumulate eighty (80) hours of compensatory time in a fiscal year (August 1st to July 31st) and shall be allowed to carry over eighty (80) hours of compensatory time from one fiscal year to the next fiscal year, provided that the employee and their supervisor agree on the scheduling for the use of at least forty (40) hours of such carry over compensation time prior to December 31st of the next fiscal year (i.e. the next five (5) months of the next fiscal year). Use of compensatory time shall be at the employee's option, with the consent of the immediate supervisor, whose consent shall not be unreasonably withheld. Compensatory time cannot be "cashed in" unless an employee ends his or her employment with the Village.

3. Promotions: Any member of this bargaining unit who receives promotion (defined as a move to a classification with a higher starting hourly rate than the employee's current classification) shall receive either the starting hourly rate for new classification (as indicated above) or a five (5) percent increase in their current hourly rate, whichever is greater.

D. Shift Premium

Any regular shift other than day shift, regardless of the number of days authorized, shall have the sum of thirty (\$.30) cents per hour added to the hourly rate for any work performed.

E. On-Call Adjustment

1. Each employee required to be on call Saturday, Sunday or a Holiday shall receive twenty-five dollars (\$25.00) a day for each twenty-four (24) hour period of duty. If said employee is actually called out, he or she shall receive the twenty-five (\$25.00) a day and, in addition, shall be paid a minimum of four hours call-in pay or the hours actually worked, whichever is greater. There shall be a list posted designating the employees to be on call.
2. If the on-call employee cannot be reached at the phone number given after two attempts to contact him, as evidenced by OPD Dispatching Log, the employee will forfeit the twenty-five dollars (\$25.00) on-call payment for the twenty-four (24) hour period unless the supervisor is satisfied that there were severe extenuating circumstances, such as, but not limited to, flood, impassable road, or downed phone lines. The minimum call-in pay for the hours actually worked will be paid to the alternate employee who is actually called into perform the work.

F. Minimum Call-In Pay

A worker that is called in before the start of his regular shift shall be paid in accordance with the following schedule:

<u>TIME BEFORE REGULAR START</u>	<u>PAY</u>
- Up to one (1) hour	2 hours
- Between one (1) and two (2) hours	3 hours
- Over two (2) hours	4 hours

The minimum of four (4) hours call in pay shall apply for any other circumstances other than a second or more call in when the first four (4) hours call in has not fully elapsed.

G. Establishment of Normal Work Schedule

The normal work week shall consist of five (5) consecutive workdays Monday through Friday, with two consecutive days off on Saturday and Sunday. The pay period shall start on Wednesday and end on Tuesday.

H. Waste Water Association Dues

The Village shall pay the cost of the Waste Water Association Dues for each of its Sewer Department employees for the purpose of increasing employee skills.

I. Eyeglasses and Examinations

The village shall participate in and pay the entire premium cost for CSEA - Employee Benefit Fund Optical Plan known as "Platinum-12".

J. Longevity Consideration

The Village shall pay a one time payment of each employee an amount per the following schedule as recognition for years of service/employment to the Village of Owego. The years of service will be calculated from the date of hire. Employees will receive payment by check in the first pay period following his or her anniversary date. Employees who have had prior, permanent employment by the Village will receive recognition for the previous service. Any current employee, who has already passed the 25 and/or 30 year step, will receive the 25 and/or 30 year longevity payment on his or her next anniversary date following the ratification of this agreement.

<u>Years of Service</u>	<u>Payment</u>
10	\$250.00
15	\$350.00
20	\$500.00
25	\$750.00
30	\$1,000.00

Effective August 1, 2003, the longevity steps as set forth above shall be added to each eligible individual's base salary and paid each year thereafter. The Village and the CSEA agree that the seven members (listed below) of this bargaining unit who have previously received one-time payments on their respective individual anniversary dates under the paragraph above, will receive their last longevity step previously paid to them, and this amount will be included in their base salary effective August 1, 2003. Thereafter, these seven (7) individuals, and any other member of the bargaining unit with appropriate years of service, shall receive the appropriate initial longevity step on

their respective individual anniversary dates and it will be added to their individual base salary on that anniversary date and paid each year thereafter (i.e. longevity steps will be cumulative after August 1, 2003 with \$250.00 added to base salary for any individual entering the initial step upon completion of ten (10) years of service and up to a maximum of \$2,850.00 total of all longevity step after completion of thirty (30) years of service). The following seven individuals shall receive the following longevity amounts included in their respective base salaries effective August 1, 2003 (unless specifically noted otherwise):

<u>Name</u>	<u>Date of Hire</u>	<u>Current Longevity Step</u>
Tracy Babcock	05/01/89	\$250.00
Dan Cornett	03/20/74	\$750.00
Cindy Motter	02/07/87	\$475.00*
Jack Nash	09/07/76	\$750.00
Jim Philpott	11/21/90	\$250.00
Frank Pond	08/28/89	\$250.00
Karen Richardson	01/03/77	\$750.00

* On 02/07/04 will receive an additional \$125.00

6. Paid Holidays

A. The employees shall receive the following twelve (12) paid holidays during the contract period:

1. New Year's Day
2. Martin Luther King's Birthday
3. Presidents Days*
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday following Thanksgiving Day
11. Christmas Day
12. Floating Holiday

*To be observed on the day designated by New York State.

B. Holiday Work

Employees required to work on the holidays listed hereinafter in this agreement (except Christmas Day) shall be paid at a rate equal to one and one-half (1.5X) of his

or her regular rate for the hours actually worked in addition to the holiday. Employees required to work Christmas Day shall be paid at a rate equal to twice (2X) his or her regular rate for the hours actually worked in addition to the holiday pay. If any of the holidays set forth above falls on a Saturday or Sunday the generally observed day, either Monday or Friday, will be observed as the holiday. The Floating Holiday shall be taken at each employee's option, with at least twenty-four (24) hours advance notice and with the approval of the employee's supervisor.

7. Vacation Schedule

A. Earned Vacation

Each employee shall be entitled to five (5) working days vacation after one year of employment, ten (10) working days of vacation after two years of employment, fifteen (15) working days of vacation after ten years of employment and twenty (20) working days of vacation after ten years of employment. Vacation time shall accrue in quarterly increments as follows for employees who leave employment by the Village.

1st year of employment	90 days	1 1/4 days
	180 days	2 1/2 days
	270 days	3 3/4 days
	365 days	5 days
2nd, 3rd, 4th and 5th years	90 days	2 1/2 days
	180 days	5 days
	270 days	7 1/2 days
	365 days	10 days
6th, 7th, 8th, 9th and 10th years	90 days	3 3/4 days
	180 days	7 1/2 days
	270 days	11 1/2 days
	365 days	15 days
11th & subsequent years	90 days	5 days
	180 days	10 days
	270 days	15 days
	365 days	20 days

B. Vacation Notice

The time of vacation shall be at the discretion of the employee to be approved by the Department Head. A one day notice is required for each one day of vacation. Each additional day of vacation, up to a maximum of three (3) days will required an additional day of notice for each additional day requested. Two (2) weeks notice will be required for vacation periods in excess of three (3) days.

C. Accumulated Vacation Days

Vacation time may be accumulated up to a maximum of forty (40) days including the earned vacation in a year, however, approval of the supervisor must be obtained to insure that vacation in excess of thirty (30) days is used prior to the end of the calendar year.

D. Vacation Buy Back

The employee may sell back to the Village up to 50% of his or her yearly vacation if approved by the Supervisor. Compensation for this vacation will be at the normal hourly or salary rate of the employee.

E. Upon separation from service from the Village, each employee shall be paid in full for all unused vacation credits owed him or her by the Village. In the event of an employee's death while in the employment of the Village, the employee's estate or beneficiary shall be the recipient of said vacation credit payments.

8. Leave Policy

A. Personal Leave

Each employee, subject to the approval of the Supervisor may receive three (3) days per year of personal leave with pay for urgent personal business. Any worker with unused personal leave at the completion of the fiscal year shall have the option to receive payment for that unused personal leave with the formula of one day in wages for two days of personal leave or having such unused personal leave added to his sick leave accruals on a day for day basis. All personal leave has to be approved as per the memo of October 15, 1987.

B. Bereavement Leave

Each employee shall be entitled to five (5) days leave with pay in the event of the death of a spouse, parent, child, brother, sister or parent of spouse. Three (3) days leave with pay shall be granted in the event of death of a brother-in-law and/or sister-in-law. One (1) day in the event of death of grandparent, grandchildren or step parents of current marriage.

C. Sick Leave

Each employee shall accumulate sick leave at the rate of one day per month the total accumulation not to exceed 187 days.

1. Employees may use up to twelve days of their accumulated sick leave each year because of illness to their immediate family. The employer may require proof of doctor or hospital visitation for any employee who is absent more than three (3) consecutive work days.
2. When the worker has accrued more than ninety (90) sick leave days the worker shall have the option of payment for any additional sick leave days with the formula of one (1) day in wages for two (2) days of accumulated sick leave.

D. Jury Duty

The Village recognizes the obligation and responsibility of all citizens to participate in the Jury system. Employees required to serve on Jury Duty shall be paid his or her regular wage. Any remuneration received from the Legal System, excluding mileage and meals, shall be returned to the Village.

9. Uniforms & Safety Shoes

To cover the cost of safety shoes and the purchase of special approved work apparel. The employee will receive payment of \$300.00 each year for these items. Payment will be made by check to each employee at the first pay period in August. (This provision does not apply to the clerk-typist position).

10. Health Insurance (Including "Buy-Out" Provisions) & Pension Benefits & Other Insurance

- A. The Village agrees to provide health insurance under the Tioga County Consolidated Municipal Health Insurance Plan (including the drug rider), for the employees and their immediate families (i.e. spouse & children). An application to extend such coverage to new employees will be made thirty (30) days after commencement of employment provided that the Supervisor rates his work satisfactory during such thirty (30) day period and provided further that it appears probable that such employee will be continued in employment following the end of the probationary period. The drug rider shall require a \$3.00 co-pay for generic drugs and a \$6.00 co-pay for brand name drugs. Employee per pay period (bi-weekly) contributions towards the cost of health insurance shall be in accordance with the following table:

<u>Effective Date</u>	<u>Individual</u>	<u>Family</u>
8/1/02	10% of total premium costs or \$11.25 bi-weekly, whichever is greater. (\$1,400.00 annual maximum contribution to premiums)	10% of total premium costs (\$1,400.00 annual maximum contribution to premiums)

8/1/03	10% of total premium costs or \$11.23 bi-weekly, whichever is greater. (\$1,400.00 annual maximum contribution to premiums)	13.87% of total premium costs for employees earning \$23,000.00 or greater annual gross <u>or</u> 10% for employees earning less than \$23,000.00 annual gross. (\$1,400.00 annual maximum contribution to premiums)
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The calculation of annual gross pay indicated above for employees covered under the family coverage shall include longevity payments made under Article 5. Compensation, Subsection K. of the contract.

Should any insurance company offer a better plan than the one now in effect, the Village of Owego and CSEA shall consider the plan and if both parties agree, shall implement it at the earliest practical date.

The Village of Owego and the CSEA agree that the Village's prior practice of granting a bi-annual sum of money for a "buy-out" to certain employees in this bargaining unit already having health insurance coverage through a spouse is hereby eliminated. Any reference to such health insurance "buy-out" in any employee handbook, departmental policy and procedure manual or any other Village document after the signing of this Agreement is hereby declared null and void. In consideration for this elimination of this health insurance "buy-out", the Village agrees that all current employees shall receive an adjustment in the cost of their health insurance contribution of \$8.90 per payday, effective the first payday in January 2003. The parties agree that only those employees hired prior to January 1, 2003 shall receive this adjustment and this provision shall not be applicable to any new hires employed in this bargaining unit after January 1, 2003.

It is hereby further agreed by and between the Village of Owego and the CSEA that any individual currently not covered by health insurance provided by the Village and who is currently receiving a "buy-out" in lieu of such health insurance coverage, shall receive a separate check in the amount of \$231.40 (gross amount for 2003). Thereafter, such an individual shall continue to receive the amount of \$231.40 annually on the first payday in January of each year for the duration of this regular, full-time employment in this bargaining unit with the Village of Owego. The Village Clerk-Treasurer shall make lawfully mandated deductions from this gross amount as it has been determined that it must be treated as "ordinary income" under the provisions of Internal Revenue Service Code. Should any such individual receiving this payment elect, in the future, to take health insurance offered through the Village of Owego, these checks will cease and the individual shall be required to reimburse the Village of Owego a pro-rata amount of the net amount of the annual payment as a condition of receiving coverage under the health insurance plan provided by the Village. Once such an individual elects to take the health insurance coverage in the future, this shall end

any future entitlement to the "buy-out" payments for the duration of their employment with the Village of Owego. However, when such an individual elects to take health insurance coverage in the future, he or she will be eligible for the \$8.90 per pay day adjustment to the required health insurance contribution in effect at that time and as indicated above.

The Village and the CSEA agree that, effective July 1, 2003, all members of this bargaining unit shall be covered by a "flexible spending" program pursuant to Section 125 of the U.S. Internal Revenue Service Code. **This program shall cover all employee contributions to the health/dental/eyeglass program, unless the employee specifically requests otherwise in writing.** Further, bargaining unit members may opt, on a calendar year, to tax shelter up to a maximum of \$5,000.00 annually for dependent day care expenses and up to \$1,500.00 annually for unreimbursed medical expenses as defined under Section 125 of the U.S. Internal Revenue Service Code. The village will pay any fees associated with the administration of this plan.

- B. The Village shall provide a disability insurance plan consistent with statutory plan required by New York State private employers. New employees will be enrolled in this plan at the same time that they are enrolled in the health insurance program.
- C. The Village of Owego agrees to cover the CSEA Employees Bargaining Unit and the members of their immediate families (i.e. spouse and children) with dental insurance coverage under Blue Cross/Blue Shield Dental Plan and the Village agrees to assume all expenses thereof.
- D. Any employee disabled due to an injury on the job shall be eligible to draw his or her full pay for six (6) months and thereafter for an additional six (6) months shall be eligible to draw \$100.00 per week. Such payments are inclusive of Worker's Compensation Benefits.
- E. The Village shall also pay the cost of employee's participation in the New York State Retirement Plan applicable to their employment commencing with the first date of hire with the Village. Tier I and Tier II employees shall be covered by the non-contributory plan known as Section 75I. Tier III and Tier IV employees shall be covered by their respective plans and shall contributed three (3%) percent towards such plan as required by New York State Law.
- F. The Village shall provide a Group Life Insurance policy in the amount of \$2,500.00 for each permanent employee. This coverage will be provided after ninety (90) days of employment.
- G. All employees who were on the Village payroll on June 30, 1973 shall be covered by \$20,000.00 in death benefits under 60B of the New York State Retirement Plan.

H. The Village will provide for the employees, at its own cost, the Security Mutual - "Security Protector" policy providing for Accidental Death and Dismemberment Benefits.

I. The Village shall cover (and pay all cost thereof) its employees under Option 41J of the New York State Retirement System, which option grants credit toward retirement of accumulated sick time.

J. The Village will pay the following portion of the cost of Health Insurance for retirees:

Employees with twenty (20) years of service at 55 years of age or older, 50% of the cost of family coverage.

Employees with twenty-five (25) years of service at 50 years of age or older, 100% of the cost of family coverage.

Retiree coverage will equal employee coverage until the retiree reaches age 65. At that time the coverage will change to a Medicare Supplement policy fully paid by the Village.

This section of the agreement will in no way negatively impact previous bargaining unit retirees.

11. Probationary Period for All New Employees

New employees hired for permanent positions shall be required to serve a probationary period of ninety (90) calendar days. Such employees will be evaluated at the end of thirty (30), sixty (60) and ninety (90) days, to be summarized on an evaluation form herein described as "Employee Performance Evaluation Form 27".

12. Permanent Employees

All employees hired for a period in excess of ninety (90) days, except those hired for seasonal, part-time or special project work, will be considered permanent employees. Employees will be notified when hired if they are being hired for seasonal, part-time or special project work. The provisions of this agreement shall apply only to permanent employees and except as otherwise specified, all benefits will commence on date of permanent employment.

13. Layoffs & Recall

A. Reduction in Work Force & Rehiring

It is contemplated that from time to time, the Village, for reasons of economy or work load or for such other reasons as may appear to it to make desirable a reduction of the work force, will adjust the size of the work force. Should it become necessary to lay

off any employee, such employee will be offered the first opportunity to accept or decline whatever position next becomes available in the Village Department of Public Works, Sewer Department, Park or Cemetery Departments provided, however, that such employee is qualified and able to take such position. Such employee shall also have the first opportunity of accepting or declining an offer of employment for the position held by him prior to being laid off.

B. Job Security

In the event of a reduction in the size of the work force, the Village will determine which title(s) and the number of employees within such title(s) are to be laid off. Employees will be laid off in reverse order of seniority (i.e. lowest seniority first) and recalled in order of seniority. Seniority will be determined solely on the basis of length of continuous service from the date of hiring. The Village agrees to give the employees (CSEA) a thirty (30) day notice of any anticipated reduction in the size of the work force, if possible.

Further, it is agreed that if a displaced employee has title which a junior employee is presently holding the displaced employee has a right to change his title and "bump" the junior employee, providing the senior employee is qualified for the position to be assumed.

14. Prior Benefits

All rights, benefits and privileges previously granted by the Board of Trustees of the Village for the employees covered by this agreement shall continue in effect unless modified by the provisions of this agreement.

15. Management Rights of the Village Board of Trustees

Nothing herein contained, except where specifically stated, shall be deemed to modify, waive or extinguish the rights of the Village, and the Mayor and Board of Trustees of the Village, to exercise such powers granted it by various laws of the State of New York to carry out its duties and responsibilities established by law. Among the rights reserved to the Village notwithstanding the provisions of this agreement are the rights to determine the size and composition of the work force needed, the planning and scheduling of the work to be performed, and means by which such work is to be accomplished.

16. Grievance Procedures

Grievance procedures are hereby established and are set forth as Appendix A.

17. Designation of Employee Representatives

The Village recognizes the right of the employees to designate non-village employee representatives of CSEA to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement and to visit employees during working hours. Such non-village employee representatives shall also be permitted to appear at public hearings before the Board of Trustees upon the request of the employees. The officers and agents of the CSEA shall have the right to visit the Village's facilities for the purpose of adjusting grievances and administering the terms and conditions of this agreement. The employees may also designate two (2) employees from their employee unit to assist in adjusting grievances and in administering this agreement. Those employees, after the Village has been notified in writing of their designation shall be permitted a reasonable amount of time free from their regular duties to fulfill such obligations which are intended to maintain a harmonious and cooperative relationship between the Village and the employees to insure that the Village can continue to provide its service to Village residents without interruption.

18. Use of Bulletin Board

The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Village, subject to the approval of the contents of such notices and communications by the Village.

19. Administration of Contract

- A. The Village shall so administer its obligations under this agreement in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.
- B. Pay checks for each employee will contain status data for vacation, personal leave and sick leave.
- C. Notice of Deficiencies: A notice of deficiency or reprimand shall be reviewed with each employee when such notice is placed in his or her personnel folder. A copy will be provided to the employee after the original notice is signed by the employee to signify that he or she has been informed of the action.
- D. No document related to an employee's performance shall be placed in an employee's personnel file without the employee's knowledge and his or her opportunity to sign such document acknowledging receipt.
- E. The Village of Owego "Work Rules and Procedures document dated March 23, 1993 shall apply to this agreement.

20. Legislative Action

It is agreed by and between the parties that any provisions 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 its approval.

21. Terms & Effective Date

This agreement shall be for a period of two (2) years and shall take effect and be in force from August 1, 2002 through and including July 31, 2004.

22. Dissolution of Board


If the Village Board dissolves itself and no longer exists as an entity this contract and its provisions shall be null and void.


The undersigned parties do hereby set their signatures hereto this 27th day of June 2003


For the Village of Owego:

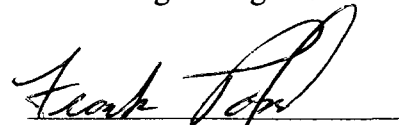
For the CSEA, Local 1000

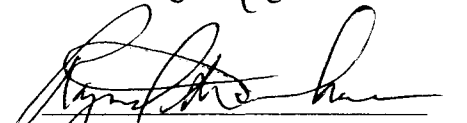

Barbara J. Fink, Mayor


Jack Nash
CSEA Negotiating Team


David W. Watkins
Village Chief Negotiator


Tracy Babcock
CSEA Negotiating Team


Frank Pond
CSEA Negotiating Team


Ray DuCharme
CSEA Labor Relations Specialist

**APPENDIX A
GRIEVANCE PROCEDURES**

- A. Definition: A grievance is defined as an employee's dissatisfaction with the application or implementation of the provisions of this agreement or any applicable law, rule, regulation, disciplinary action, or policy of the Village governing the terms and conditions of employment or the application and implementation of any salary or wage agreement presently in effect.
- B. Applicability: Under the terms of this agreement any employee or the CSEA has the right to approach the appropriate supervisor and make known his or her dissatisfaction or complaint in the form of a grievance.
- C. Representation: It is understood that under the terms of this provision an aggrieved employee may be accompanied, represented and advised by a representative of the CSEA at any and all stages of the procedure hereinafter set forth.

D. Procedure:

Step 1: The employee and the immediate supervisor shall informally discuss the grievance within ten (10) workdays after the event causing the grievance or with ten (10) workdays after the employee becomes aware that the agreement, applicable law, rule regulations or policy apparently has been violated. The immediate supervisor will give his verbal answer within three (3) workdays. If a satisfactory resolution is achieved at this step, no further action on the part of the employee will be taken. If however, the employee is not satisfied, he may proceed to Step 2.

Step 2: The employee shall reduce his grievance to writing briefly stating the nature of the grievance and the remedial action desired the written grievance shall be presented to the department head within five (5) workdays after the conclusion of Step 1. The department head shall arrange to meet with the aggrieved employee within three (3) workdays of receipt of the written grievance in an effort to reach a satisfactory resolution of the grievance. Although the discussion at this step will be informal, the department head shall prepare a memorandum for the record briefly stating the nature of the grievance, a summary of the discussion and his decision along with the reason or reasons for reaching that decision. A copy of the memorandum shall be sent to all parties concerned. If the grievance is resolved satisfactorily, the memorandum will so state. If the employee is not satisfied with the decision of the department head, he may proceed to Step 3.

Step 3: Within ten (10) days after a copy of the memorandum is received the employee shall submit the written grievance to a committee composed of the Mayor and/or Village Administrator and two (2) Village Trustees. Such committee shall conduct a hearing within five (5) workdays at which all concerned parties shall be called to testify.

Step 4: The written grievance shall be submitted together with a copy of the memorandum, findings, decision of the Board and brief statement of the reasons why the party is dissatisfied with the decision, by the dissatisfied party within ten (10) workdays after the Village Board decision is received, to a tripartite arbitration panel composed of one (1) member selected by the Village and CSEA from a list of professional Arbitrators supplied by P.E.R.B. or the American Arbitrators Association. The cost of such third member shall be shared equally by the Village and the CSEA. The arbitration panel shall meet at such times and places as they determine to be necessary to determine the facts concerning the grievance. If possible, hearings will be conducted only during the regular day shift hours of the basic Monday thru Friday workweek. The aggrieved employee, his representative (if a Village employee), and witnesses called to testify (if Village employees) shall be excused from duty as required to participate in the hearings without loss of pay or charge to accumulate leave. The arbitration committee shall render a decision within fifteen (15) workdays after the conclusion of the hearings. The decision of the arbitration panel shall be final and binding on all parties. The decision of the panel shall be rendered in writing and shall be binding upon both parties. Such decision shall be transmitted to all parties as soon as rendered. No further appeal shall be available under the provisions of this agreement.

E. Access to Records:

The Village will, upon request, furnish to the aggrieved employee, or his representative, information from official records having a bearing on the grievance. Full access and copies, if feasible, shall be provided to and of all relevant records, rules, regulations or official directives.

GENERAL

A. Requirements for Employment:

- Telephone Upon being hired as a permanent employee and after the probationary period has elapsed; you will be expected to have a telephone as a possible method of contact for emergency situations that may arise after your normal shift, or at other times of need.

- Licenses The nature of the work demands at least a driver's license which you will be required to update to a Class B CDL with options to fit classification of job. This must be done before the end of probation. Non-permanent employees - exempt.

- Physical A physical will be required prior to hiring to assure the Village of Owego you are physically able to perform the duties of the position you will be filling. A "Code of Ethics" will be supplied to every new employee which you will be expected to follow.

B. Normal Work Day:

At the present time, consists of eight (8) hours, 7:00am to 3:30pm.

C. Overtime:

There will be times when you will be called upon to work overtime and the request will be made usually to protect the health, safety and welfare of the general public or as deemed necessary.

D. Work Week:

The present work week is Monday through Friday, the pay day will remain the same. The work week may also be changed at the discretion of the Village of Owego to promote the continuity and the efficiency of the work or operations being performed or about to be performed.

E. Establishment of Shifts:

At times and when deemed necessary, other shifts may be established either on a temporary or regular basis and the starting and ending times may be changed as required on all shifts to meet the needs of the work or operations being performed or the needs of the work or operations about to be performed or to promote the continuity and efficiency of the work or operations in the best interest of the Village of Owego.

F. Coffee Breaks:

The fifteen (15) minute coffee breaks will be rated as portal to portal. If taken other than at the work site which means travel time to and from other than the work sites may not exceed fifteen (15) minutes unless required by circumstances beyond your control and approved by the foreman and authorized person in charge. The coffee break will as near as possible take place during the mid shift prior to lunch and the mid shift after lunch. There will be times that due to the nature of operations with which you may be involved you cannot take your coffee break as specified above, at which time you will take it at your earliest convenience or as directed by the supervisor in charge.

G. Lunch

The normal lunch period on the existing day shift is presently 12:00pm to 12:30pm equally one-half (1/2) hour. There may be times due to the nature of the work or operations or due to circumstances beyond your control you cannot take lunch at this time. It will then be taken as soon as possible or under the direction of the supervisor in charge.

H. Deviation:

No deviation from the normal established lunch period or any shift will be made by any employee without the notification and consent of the supervisor in charge. No coffee break or lunch period will be allowed on call-in unless at least two (2) hours is worked before coffee break may be taken or at least three and one half (3 1/2) hours is worked before taking lunch

unless due to the nature of the work or operation or change in time is permitted by the supervisor.

I. Pay Day

At the present time pay day shall be bi-weekly and normally, unless otherwise specified by the Village of Owego, shall be paid on Thursday, after three (3:00) pm.

J. Vacation Time and Personal Leave

At no time will more than five (5) employees be on vacation or personal leave unless authorized by the superintendent. A request form must be completed and approved before taking vacation time. Personal Leave shall be approved by the Superintendent or persons designated by the Superintendent. The Superintendent reserves the right to call any employee to work if an emergency or staffing problem arises. Additional people may be allowed if scheduling allows and approved by the Superintendent.

SPECIFIC

1. You will keep a log of the work performed during the day or on various shifts. It will include the day and date, the time of commencing, the actual hours worked, the name and location of the operation performed, equipment and materials used or hauled, the name or number of the vehicle you operated and by whose direction. All bills and correspondence relative to the DPW prior to payment will be processed first through the office of the Superintendent of Public Works.
2. In the event you are called in for emergencies or any useful purpose, you will enter in the log the origin of the call, the actual time of the call, the time of actual arrival at work and you will also, in the absence of supervision, report to or notify the Owego Police Department upon arrival and check with them for other needs before leaving work and your time of departure. Response to a call shall not exceed thirty (30) minutes unless there is a justifiable cause for delay, if a delay is necessary, notify OPD of such delay.
3. You will be expected to perform the duties assigned to you by the person in charge in a timely and workmanlike manner. Overtime will be allocated by the Superintendent on need and during emergencies to the first responsible person who can be reached after normal working hours.
4. **Equipment**
 - A. Upon assignment by supervision to perform a job or operation requiring the use of a vehicle, you as the operator, are responsible to see that the vehicle, prior to usage, is properly maintained in all areas such as, but not limited to, proper gassing up, oil levels, battery levels, radiator, brakes and all lights functioning and all safety needs and work related equipment aboard. At no time shall a piece of equipment be left

unattended in any street or by-way. All equipment shall be returned to a protected area at the end of the day.

- B. You as the driver are also responsible for the actions and performance of the men accompanying you in the performance of your duties assigned and to assure if hauling material or supplies the gross weight of the vehicle is not exceeded. Load covering may be required for particular materials.
 - C. If it is required that a piece of equipment is to be hauled or towed or trailer attached, the driver of the vehicle will be responsible to assure the trailer hitch, safety pin and safety chain are secured and any other devices or equipment are properly secured.
 - D. At the end of a shift or usage of a vehicle or piece of equipment, requiring that air tanks be blown down to remove condensation or cleaning and lubing is required, you as the driver or operator will be responsible to see that proper maintenance is performed.
 - E. You will report in writing any problems or possible safety hazards you are aware of while operating any piece of equipment or any vehicle to the supervisor in charge. In no case shall you operate any equipment or vehicle that you are aware of is deemed to be unsafe or a hazard until repaired.
5. You will perform the duties assigned and will wear the safety and protective equipment furnished by the Village of Owego in all areas where required.
 6. You will never leave or create a safety hazard of any nature in any work area or path way.
 7. You will when performing work of any nature in a public right of way or street, properly post the area with proper work signs or lights or barricades or all of the above including, when necessary, flagmen and flags.
 8. You will not cruise the streets without assignment and in no case shall you be out of your assigned work area unless going to and from the DPW on need or as so ordered by the supervisor. Personal use of Village vehicles and or equipment will not be permitted without special approval by the Village Board of Trustees or Superintendent of Public Works. Use of personal vehicles for Village use will only be allowed by special approval by the Board of Trustees as requested through the Superintendent of Public Works.
 9. You will report by radio when you leave your vehicle and your location and you will radio in when returning to your vehicle.
 10. You will follow the rules of O.S.H.A. Every permanent employee will receive a copy of Construction Industry Standards, and have access to the full size manual.

11. You will never run or operate a grinder, sander, saw, weeder, welder, cutting torches or any machines or pieces of equipment without wearing protective goggles, safety glasses, ear protectors, hard hats, or any other protective gear or gloves (as required) or endanger anyone working in the vicinity unless they are also protected.
12. You will attend safety and training sessions given by the Village for your protection.
13. When returning to the DPW for further instructions or upon completion of a job and you observe any hazard or object in or on the highway or streets you shall remove it. After job completion, return for further assignments.
14. Before making an authorized purchase for the Village of Owego, a purchase order number must be assigned and a totaled, itemized bill returned and earmarked for the department of usage and what the item purchased was used for.
15. You will conduct yourself in the performance of your duties in a polite and orderly manner.
16. All vehicle and equipment supplied with seat belts and/or safety devices shall be worn or used. Each operator of said vehicle or equipment shall obey all traffic laws and signal devices. Fines, defense, or court costs will not be paid by the Village of Owego unless so ordered by the Board of Trustees.
17. Employees shall abstain from the use of department vehicles while under the influence of alcoholic beverages, prescription drugs or other substances which impair clear judgment and ability to perform required functions safely. This action will be strictly enforced and disciplinary action or discharge could result.
18. No employee shall be on Village premises outside of working hours unless authorized by the Superintendent of Public Works.
19. Visitors will not be allowed on Village premises unless authorized by the Superintendent of Public Works or Board of Trustees.
20. Keys to Village premises or equipment shall only be in the possession of the assigned employee. Immediate discharge will result, as this is a breach of security. The only exception is by written authorization of the Superintendent of Public Works and such authorization shall be carried on the person to whom written and possessor key and after proper written notification is given to the Police Department. Insurance carrier notification may be required in some instances.
21. Small hand tools may be loaned to Village employees on a daily basis only with written permission given by the Superintendent of Public Works. Misuse of this policy will result in revocation of this policy for all employees. While signed out tools are in the signer's possession they are responsible for the condition and will hold the Village blameless for any

accidents while using tools in the signer's possession. When tools are returned, it will be the responsibility of the signed out employee to have the Superintendent inspect the condition of tools and get a signed receipt for the tools loaned. Any shortages or damage to tools will be the responsibility of the soignée and immediate restitution will be required.

22. It will be the responsibility of every employee to appear to work in clean clothing and a neat orderly appearance. Failure to comply may result in the employee being suspended without pay until the condition is corrected.
23. When making Village approved personal safety purchases the balances over the budgeted amount will be due to the Clerk-Treasurer within (7) days from the date payment is made to the vendor. Examples: eye exams, amounts over limits for eyewear and shoes. Personal clothing payment will only be made by voucher if employee receiving benefit. Receipts must be attached and sales tax or shipping charges must be deducted.
24. Scrap materials, discarded items or obsolete equipment shall not be removed from the Village premises for personal use unless a receipt for same is attained from the Superintendent or permission is granted by the Board of Trustees.

Violation

Any violation of the work rules will be enforced by the guidelines established by the Department of Justice.

Supervision

The person in charge of supervision will at all times be actively engaged in the work assignments or, if more than one operation is in progress, he will periodically inspect the work or operation in progress, unless otherwise assigned.

Subject to update by the Village Board.

June 30, 2003

In order to clarify the intent of the Agreement between the CSEA, Inc., Local 1000 AFSCME, AFL-CIO AND THE Village of Owego for the period 8/1/02 through 7/31/04 the following in agreed between the parties:

- 01) Tracy Babcock shall be paid a retroactive amount from August 1, 2002 at the rate of forty-five (\$.45) cents per hour. Effective August 1, 2003, Mr. Babcock's hourly rate shall be Fifteen (\$15.57) Dollars and fifty-seven cents, which includes his 10-year longevity payment. + 3⁹⁰
- 02) Mike Lanning shall be paid a retroactive amount from August 1, 2002 at the rate of thirty-three (\$.33) cents per hour. Effective August 1, 2003, Mr. Lanning's hourly rate shall be Eleven (\$11.33) Dollars and thirty-three cents.
- 03) Insurance contributions, in the amounts negotiated, shall be made by each employee retroactively to August 1, 2002, and such amounts will be deducted from the employee's retroactive paycheck.
- 04) Effective August 1, 2003 Cindy Motter's longevity shall be \$475.00 and effective August 1, 2004, she shall receive an additional \$125 longevity. Both longevity payments will be included in her regular pay, as per the CBA.

FOR THE UNION

Thomas CSEA, LRS
Frank Paul
Jack Nash
Tracy J. Babcock

FOR THE VILLAGE

Barbara Jo Fink
David W. Watkins