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Title: **Sag Harbor, Village of and Sag Harbor Village Unit, CSEA Local 1000, AFSCME, AFL-CIO, Local 852 (2004)**

Employer Name: **Sag Harbor, Village of**

Union: **Sag Harbor Village Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Local 852**

Effective Date: **06/01/04**

Expiration Date: **05/31/08**

PERB ID Number: **8378**

Unit Size: **16**

Number of Pages: **30**

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AGREEMENT

Between the

VILLAGE OF SAG HARBOR

and

CIVIL SERVICE EMPLOYEES ASSOCIATION

LOCAL 1000 A.F.S.C.M.E., AFL-CIO

SAG HARBOR VILLAGE UNIT

LOCAL 852

JUNE 1, 2004 - MAY 31, 2008

RECEIVED

JUL 11 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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ARTICLE I

RECOGNITION, TERM

A) This document dated the _____ day of March, 2005 is the negotiated collective bargaining agreement between the VILLAGE OF SAG HARBOR (hereinafter the "VILLAGE") and the CIVIL SERVICE EMPLOYEES ASSOCIATION, LOCAL 1000 A.F.S.C.M.E., AFL-CIO, SAG HARBOR VILLAGE UNIT, LOCAL 852 (hereinafter the "CSEA").

B) The term of this contract shall be from June 1, 2004 to May 31, 2008.

C) The Union has been certified by an order of the Public Employment Relations Board dated 9/28/85 as the exclusive bargaining agent for the unit described as follows:

All full time Village employees employed in the titles of custodial worker, auto mechanic, laborer, sewer treatment plant operator, labor crew leader, senior clerk, word processor, clerk typist, accounts clerk and secretary. The unit shall also consist of part-time employees working 20 or more hours per week. When new titles are created, the Village will advise the Union and the Union can request the positions' inclusion in the unit. Excluded from the bargaining unit are Village employees employed in the titles of clerk, treasurer, deputy clerk, village attorney, crossing guard, police officer, police sergeant, police chief and all other employees.

D) The period of exclusive recognition shall be for the term of this contract or for two years and seven months, as required by the Public Employment Relations Act of the State of New York.

E) 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 II

CSEA RIGHTS

A) Bulletin Board

The CSEA may use a designated Village bulletin board for the posting of notices that are signed by CSEA officers or representatives. However, such notices must first be approved by the Village Clerk, which approval shall not be unreasonably withheld.

B) Union Meetings

The officers and members of CSEA shall have the right to use designated Village buildings for Union meetings. Requests for use of Village facilities are to be made to the Village Clerk. Approval may be granted when the facility is available; however, no such meetings may be held during working hours unless otherwise approved by the Mayor. Further, the use of Village buildings for such activities shall not be at any cost to the Village other than utility costs.

C) Dues Deduction

1. The Village agrees to deduct from the salaries of the members of the Unit dues for the CSEA when the member has submitted a duly executed dues deduction authorization in the following form:

"I hereby request and authorize the Inc. Village of Sag Harbor to deduct from my earnings and transmit to the CSEA an amount sufficient to provide for regular payment of **my dues for membership** in the CSEA in equal payments over the work year. I hereby waive all right and claim I might have against the Village, its officers, agents and employees for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board of Trustees, its members, Village officers, employees and agents from any liability therefor."

Member's Signature: _____

Date: _____

2. The CSEA will periodically certify to the Village, in writing, the then current rate of membership dues for membership of unit members in the CSEA.

3. Any unit member desiring to have the Village discontinue deductions he/she has previously authorized may notify the Village of such intent, in writing, at any time. The dues deduction will thereupon be terminated as soon thereafter as is possible.

D) Agency Fee Provision - Those unit members who have not joined the union and agreed

to voluntary dues deduction shall have agency shop fee deducted from their salaries in the manner provided by, Chapter 677 of the laws of 1977 and as provided by Section 208(3)b of the Civil Service Law of the State of New York.

The union agrees to indemnify and save harmless the Incorporated Village of Sag Harbor from any and all litigation or proceeding brought concerning the provisions of this section.

ARTICLE III

OTHER BENEFITS

A) Legal Services - The Village shall provide a legal defense to unit members, at no cost to the employee, of actions for damages in any civil matter alleging an act or omission on the part of the employee that arises out of the performance of the employee's work duties provided that the action includes the Village as a party to said action and provided further that the employee acted within the scope of his/her employment with the Village. This provision shall not apply to any disciplinary proceeding initiated by the Village, nor to any claim, action, proceeding or dispute between the employee and the Village.

B) Personnel File

1. Upon the request of the employee and upon reasonable notice, the employee shall be permitted to examine the contents of his/her personnel file, except for recommendations made prior to employment.

2. There shall be only one official employee personnel file which shall be maintained in the Office of the Village Clerk.

3. The Village reserves the right to duplicate the employee's personnel file for

official Village business purposes.

4. No material derogatory to the employee, his/her conduct, character or service shall be placed in the employee's personnel file unless the employee has first been given an opportunity to examine the same and affix his/her signature thereon, which signature shall indicate that the employee has examined the same, but shall not be deemed to indicate that the employee in any way consents or agrees with the contents thereof. If the employee refuses to sign said material, a notation of the same shall be made thereon and the material shall thereupon be placed in the personnel file. The employee may place in his/her personnel file a written response to any derogatory material placed in the employee's personnel file.

C) Posting - The Village will post notice of all unit vacancies for a period of time no less than five (5) days prior to the filling of such positions, on a permanent basis.

D) Safety Goggles - The Village will furnish safety goggles to unit members when they are deemed essential to the safety of the employees using grinding, boring, drilling, burring or polishing machines or comparable equipment.

E) Uniforms - Effective June 1, 2004, each employee required by the Village to wear a uniform shall be allotted an annual \$450 uniform allowance to be expended pursuant to established Village procedure. Effective June 1, 2004 employees may also use the uniform allowance to purchase name tags and other required decals for their uniforms. Unused portions of the uniform allowance allotted to an employee in one year may be carried over for use in the following year, provided, however, that no more than one year's worth of uniform allowance may be carried over

into the following year.

The parties shall meet to periodically select pre-approved vendors from whom uniform purchases may be made utilizing the uniform allowance. The Village shall establish appropriate procedures to implement the foregoing.

ARTICLE IV

MANAGEMENT RIGHTS

The Employer retains the full responsibility and sole right of management of the Village, its business offices and property including, but without limitation, the right to supervise and direct the working forces: to plan, control, increase, decrease, transfer or discontinue operations: to hire and promote employees: to subcontract out any and all unit work, provided that no employee shall lose employment, or if possible, suffer no harm due to Village sub-contracting out work: to suspend, discharge and discipline employees pursuant to Civil Service Law of the State of New York and the provisions of this contract.

ARTICLE V

NO-STRIKE CLAUSE

The CSEA agrees that during the term of this Agreement and during any period following expiration of this Agreement, until the execution of a successor agreement, it will not strike or hold other job actions.

ARTICLE VI

WAGES

A) Salaries

1. The general wage increases will be as follows:

3.25% effective June 1, 2004

3.25% effective June 1, 2005

3.5% effective June 1, 2006

3.5% effective June 1, 2007

2. Placement of New Employees - Employees hired on or after November 1, 1996

shall not be placed on the salary schedule. The starting salary shall not exceed the salary of any incumbent employee in the same title, and if the Village sets the starting salary for a new employee at a rate higher than that of an incumbent employee in the same title, the Village shall increase said incumbent employee's pay to the amount of the new employee's starting salary.

B) Call Out and Recall

1. First Recall - Any unit member recalled to duty shall be guaranteed two hours of work at time and one half. All work beyond said two hours shall be compensated at time and one half.

2. Second and Subsequent Recalls

a. Sewer Plant - Unit members assigned on a full time basis to the sewer plant who are required to be on call and carry pagers shall be paid a \$500 annual stipend over their annual salary. Said employees shall be paid at the rate of time and one half for actual time worked on the second or subsequent recall. They shall also be granted 30 minutes travel time from and to the recall

in addition to actual time worked.

b. All other employees shall be paid at the rate of time and one half for actual time worked on the second or subsequent recall. They shall also be granted 30 minutes travel time from and to the recall, in addition to actual time worked.

C) Overtime - Overtime compensation shall be paid in accordance with the Fair Labor Standards Act. Overtime shall be assigned on the basis of the needs of the Village. Overtime shall begin to accrue after 40 hours of work except that sick, holiday, vacation, personal, and bereavement time shall be deemed to be time worked for purposes of overtime. In addition, Village Office personnel shall obtain approval for all overtime work from the Village Clerk.

Employees may elect to have overtime compensation paid either in cash or as compensatory time off. Employees assigned to Public Works shall be permitted to accrue a maximum of 45 hours of compensatory time off, and employees assigned to Village Hall shall be permitted to accrue a maximum of 40 hours of compensatory time off. Requests for compensatory time off shall be made in writing, in advance of the requested time off. Requests for use of compensatory time may be granted or denied at the discretion of the Superintendent of Public Works for employees assigned to Public Works, and at the discretion of the Village Clerk for employees assigned to Village Hall.

D) Longevity - Effective June 1, 2004, unit members shall receive longevity pay pursuant to the following schedule:

At the completion of 5 years of continuous service - \$850

At the completion of 10 years of continuous service - \$1300

At the completion of 15 years of continuous service - \$1500

At the completion of 20 years of continuous service - \$1700

At the completion of 25 years of continuous service - \$2100

All service time shall be computed from the first date of employment. In the event that an employee reaches the initial, or a higher, longevity step before 12/31, such employee will receive his/her longevity pay as if he/she reached the same as of the date representing the first pay period for that fiscal year. In the event that a unit member reaches the initial (or higher) longevity step after 12/31, he/she shall not receive any increased longevity until the following year.

ARTICLE VII

LEAVES

A) Holidays - Unit members will be granted the following holidays:

July 4th	Christmas Day
Labor Day	New Year's Day
Columbus Day	Presidents' Day
Veteran's Day	Good Friday
Thanksgiving Day	Memorial Day
Day After Thanksgiving Day	Martin Luther King's Birthday

1. Unit members required to work a holiday will receive their regular day's pay and one extra day's pay at time and one half. Any holiday falling on a Sunday shall be celebrated on Monday. When a holiday falls on a Saturday, the holiday shall be celebrated the preceding Friday.

2. Each bargaining unit member shall be entitled to one floating holiday. The taking of the floating holiday shall be subject to the approval of the employee's Department Head. In the

alternative, the Village and Union may agree that the floating holiday shall be taken on a day mutually designated by the Village and Union.

3. Employees shall continue to have the right to request personal and vacation days on Christmas Eve and New Year's Eve. The granting of this time off shall be at the Village's discretion based on operational needs.

B) Vacations

1. Unit members will be granted the following vacation leave days depending upon the indicated service:

<u>Service</u>	<u>Vacation Leave Days</u>
1st day of 2nd year last day of 5th year	10 Days
1st day of 6th year last day of 10th year	18 Days
1st day of 11th year	20 Days
1st day of 21st year	22 Days

2. Years of service shall be defined for the computation of vacation leave days as the employee's total service time elapsed from his/her most recent date of employment.

3. Requests for vacation shall be submitted to the Commissioner of Public Works or his/her designee, in writing 30 days prior to vacation. The Superintendent of Public Works shall have the final approval on vacation schedules. Unusual requests shall be handled on an individual basis. Vacation requests from office employees shall be submitted to the Village Clerk.

Vacation requests for clerical, administrative and police department personnel shall be submitted to the Village Clerk or the employee's immediate supervisor. Vacation requests shall

be submitted a minimum of 20 days in advance to the Village Clerk or Highway Superintendent, as applicable. The Department Head shall respond in writing within ten days of receipt of the request.

4. The Village will grant vacations on a continuous basis and at the time desired by an employee when reasonably possible to do so. Vacation shall be considered as a pre-planned absence; the Village shall reserve the right to approve or disapprove based upon the scheduling of its work.

5. No employee shall be permitted to take single vacation leave days, except with the prior written approval of the Village on at least 24 hours notice.

6. An employee shall accrue vacation leave days on the basis of 1/12th of his/her vacation leave entitlement for each month of employment. Accrued vacation leave credits may be used the year following accrual.

7. Effective upon execution of this agreement, employees may not accumulate more than forty-five (45) vacation leave days. Employees who have accumulated more than forty-five (45) vacation days as of the date of the execution of this agreement shall be permitted to utilize those accumulated vacation days over forty-five (45) days. At the time of termination, the employee shall be entitled to a cash payment in lieu of vacation leave days, or may take said vacation days during employment. The scheduling of accumulated vacation days shall be accomplished pursuant to Section 4 above.

C) Sick Leave

1. Sick leave days shall be accrued at the rate of 1-1/4 days for each month of employment. Each employee may accumulate up to 260 days of unused sick leave.

2. Employees absent for three (3) consecutive working days may be required, in the

discretion of the Village, to submit a physician's certificate, explaining the nature of the illness or injury upon return to duty. The Village reserves the right to require such physician's certificate following 2 days consecutive absence; however, the cost thereof shall be borne by the Village.

3. An employee absent on sick leave shall notify the Commissioner of Public Works or his/her designee or the employee's immediate supervisor of the absence and the reason therefor prior to his/her shift. Village Office personnel shall notify the Village Clerk or his/her designee of their absence prior to the commencement of the employee's workday. Failure to give notice shall result in a denial of the use of sick leave.

4. If at the time an employee retires, and he/she has accumulated at least 260 sick leave days, the employee will be granted a terminal leave of absence with pay for one-hundred thirty (130) days. Such terminal leave shall only be granted upon the submission of a letter of resignation for the purpose of retirement at least one year prior to the date of retirement.

D) Workers' Compensation

1. For a one year period, employees who suffer an on-the-job injury compensable under Workers' Compensation will receive such benefits as they may be entitled to under the Workers' Compensation Law. Workers' Compensation benefits may be supplemented by the employee's use of his or her sick, personal and/or vacation leave to receive full salary. Employees who have accrued compensatory time may also use said compensatory time in the same manner as sick, personal and vacation leave to supplement their Workers' Compensation benefits in order to receive full salary.

2. During this year, the employee shall file all forms and attend all Workers' Compensation hearings as required. If at the end of one year the employee is still unable to work,

the Village shall have the right to direct the employee to be examined by a physician of the Village's choice and if it is determined that she/he can not assume their duties within an additional six month period the Village shall have the right to file for disability retirement for such employee. The Village also has the authority to direct that the employee participate in a quarterly review of his/her status by the Village physician, pending adjudication of all Workers' Compensation claims.

3. Notwithstanding any other provision of this Agreement, the Village's liability shall be limited to one year with pay. The Village shall have the right to terminate the employment of any employee in accordance with sections 71 and 73 of the Civil Service Law.

E) Personal Leave

1. Each employee shall be entitled to four (4) personal leave days per year, accrued at the rate of 2 days for each six (6) months of service. Unused personal leave days may be accumulated from year to year as sick leave subject to the 260 day limitation set forth in C (1) above.

2. Personal leave shall be requested in writing at least twenty-four (24) hours in advance and shall not be taken continuously, nor in connection with a holiday, vacation, or sick leave, except in cases of emergency. Personal leave shall be used only for those matters that require the presence of a unit member on a work day, only for those matters that must be scheduled on a work day.

In the event of an emergency, upon the approval of the Mayor or his/her designee, an employee may be granted the right to utilize unearned personal leave provided that said use during any year does not exceed a total of four (4) personal leave days.

F) Jury Duty - An employee who serves on jury duty shall, upon proof filed with the Village, receive his/her pay for up to four weeks of such service. Jury pay, excluding travel expenses, shall be turned over to the Village.

G) Bereavement Leave - Unit members shall be granted up to three (3) days bereavement leave in the event of the death of a spouse, child, parent, sibling, grandparent, stepchild, step-parent, mother-in-law, father-in-law, sister-in-law and brother-in-law. Bereavement leave may be extended by using accumulated leave time up to a maximum of seven (7) days per contract year. Bereavement leave shall not be accumulated from year to year. The three (3) day bereavement leave is available for each incident covered by this section.

ARTICLE VIII

INSURANCE

A) Health and Dental

1. The Village shall continue to provide employees and their families with the health and dental insurance program in effect on the date of execution of this Agreement at no cost to the employee.

2. Employees hired to bargaining unit positions on or after November 1, 1996 shall contribute 15% of the cost of their respective health insurance premium (individual or family), not to exceed 3% of the employee's base salary for that year. The contribution shall be based upon the prevailing COBRA rate.

3. The Village retains the right to change insurance carriers, or to self insure, dental and health insurance programs containing substantially the same benefits, and no employee premium

cost as the plan it replaces. Prior to any changes, the Board shall have consulted with the Association respecting the proposed changes.

4. Orthodontic Benefit - Effective June 1, 2005, the Village dental plan shall be modified to provide a single lifetime orthodontic benefit for each dependent child under age nineteen. The amount of the benefit shall be:

Effective June 1, 2005 - \$750

Effective June 1, 2006 - \$1,000

Effective June 1, 2007 - \$1,250

In the event that an employee's dependent receives orthodontic treatment after June 1, 2005, but before June 1, 2007, and receives additional orthodontic treatment in a subsequent year covered by the 2004 through 2008 Memorandum of Agreement in which this orthodontic benefit has been increased, the employee shall receive coverage for said additional orthodontic treatment up to, and not to exceed, the difference between the amount of the orthodontic benefit in effect at the time of the subsequent treatment and the amount of the benefit in effect at the time of the first covered treatment. For example, if an employee's dependent child receives orthodontic treatment in July 2005 costing \$1,000, \$750 of that amount shall be covered by this provision. If that same dependent child receives additional orthodontic treatment in July 2006 costing \$1,000, \$250 of that amount shall be covered by this provision.

B) Optical

1. Effective January 1, 1997, the Village shall participate in the CSEA optical plan known as Platinum 12.

The Village's contribution shall be limited to the following for the term of this

Agreement, 2004-2008:

Effective June 1, 2004 premium not to exceed \$202.32 per employee

Effective June 1, 2005 premium not to exceed \$206.16 per employee

Effective June 1, 2006 premium not to exceed \$222.60 per employee

Effective June 1, 2007 premium not to exceed \$246.00 per employee

C) Insurance Opt Out

Employees who opt out of the Village's health insurance plan shall receive the following annual payment:

\$1,000 in lieu of individual coverage;

\$2,000 in lieu of family coverage.

In order to be eligible for this benefit, employees must certify in writing to the Village that they will receive comparable health insurance coverage through another source. Additionally, this benefit shall be available and payable only where the employee has opted out of the Village's insurance plan for the full preceding twelve (12) months. Employees who opt out of the Village's insurance plan may rejoin the Village's plan, but they are entitled to no opt out payment for the year in which they rejoin the plan if they rejoin less than one (1) year from their decision to opt out of the Village's insurance plan or the anniversary thereof, whichever is later. The payment under this section shall be made in the pay period following the anniversary of the date on which the employee opted out of the Village's insurance plan.

D) Section 125 Plan

Within a reasonable period of time after the ratification of this memorandum of agreement

the Village shall implement a plan pursuant to Section 125 of the Internal Revenue Code.

ARTICLE IX

HOURS OF WORK

A) The working day shall be eight (8) hours and forty (40) hours per week. Each employee shall work 5 days on, 2 days off. The start and end time of the work day shall be established by the Village. During the period between May 1st and September 30th, the workday for employees assigned to Public Works shall be 6:30 a.m. to 3:00 p.m., Eastern Standard Time.

B) Employees holding the titles of word processor, clerk typist, accounts clerk and secretary shall work seven (7) hours per day for a workweek of thirty-five (35) hours. The start and end time of the workday shall be established by the Village.

ARTICLE X

RETIREMENT

A) Retirement - (NYS Retirement System Plan 75-i and 41(j)) Employees who notify the Village of their intention to retire at least 1 year prior to retirement and who have been employed at least 5 years of continuous service shall be granted the following benefits:

1. Hospitalization coverage shall be provided by the Village during the employee's retirement at the premium contribution rate for the Village of seventy-five -percent (75%) for individual and seventy-five percent (75%) for family.

2. Payment for 50% of all accumulated sick leave up to a maximum of 130 days pay (260 days accumulation).

B) Death - In the event of the death of an employee, the employee's estate or other beneficiary as designated by the employee in writing to the Village shall be compensated for the full cash value of all unused vacation days, personal days, holidays, accrued sick time standing to the credit of the employee at the time of his/her death.

ARTICLE XI

RESIGNATION PRIOR TO RETIREMENT

The following benefits will be granted to bargaining unit employees who resign retirement:

<u>Years of Completed Service</u>	<u>Amount of Benefit</u>
10 to 15	50% of accumulated sick leave up to 130 days
16 to 20	75% of accumulated sick leave up to 130 days
21 or more	90% of accumulated sick leave up to 130 days

ARTICLE XII

MISCELLANEOUS

A) New employees shall be required to undergo a physical examination, at the Village's expense, prior to employment.

B) Employees shall be granted one 15-minute coffee break in the morning, at the job site. One employee from each work crew shall be permitted to leave the job site to obtain beverages. This shall not, however, extend the break beyond 15 minutes.

C) All unit members shall be extended rights pursuant to Chapter 75 of the Civil Service Law in the event of discipline or discharge.

D) Seniority - In the event of a layoff in any labor class or non-competitive class position, the Village shall consider both seniority and qualifications in determining who will be laid off. The Village's determination of qualifications shall be final and binding.

E) Training - The Village will pay for necessary training, licensure and certification provided it is mandated by law or by the Village.

F) Labor Management Meetings - Labor Management meetings shall be scheduled on an as needed basis. The party requesting the meeting shall provide an agenda of topics to be discussed.

G) Gainful Employment - Any employee who sustains a work related injury may request a modified duty assignment for a limited period of time. The Village shall consider all such requests but shall not be obligated to grant any such assignment.

H) Commercial Driver's License (CDL) - Employees required by the Village to perform duties which require a CDL shall be reimbursed for the difference in cost for the renewal of a CDL over the cost of a standard driver's license. For example, if a standard driver's license renewal fee is \$20 and the renewal fee of a CDL is \$40, the Village shall reimburse the employee \$20.

ARTICLE XIII

GRIEVANCE PROCEDURE

A) General

1. The term grievance shall be defined as an allegation of a violation of an express provision of this Agreement.

2. All grievances shall be filed at the 1st stage, in writing, within fifteen (15) working days of the date of the act or occurrence, or the grievant's knowledge of the act or occurrence, which gives rise to the grievance. Any grievance not so filed shall be deemed waived.

B) Stages

1. 1st Stage - All grievances shall be submitted in writing to the Commissioner of Public Works or, if the employee is not supervised by the Commissioner of Public Works, to the Village Clerk. The Commissioner or Village Clerk shall respond in writing within 15 working days of the date of receipt of the grievance. All Village Office personnel shall submit grievances to the Village Clerk.

2. 2nd Stage - A grievance unresolved at Stage 1 shall be appealed in writing to the Mayor within ten (10) days of receipt of the decision at Stage 1. The Mayor shall review the grievance and render his/her decision within fifteen (15) days of the date of receipt of the grievance. If the Mayor fails to render a decision within the aforesaid fifteen (15) days, or the Union disagrees with the decision, the Union may proceed to advisory arbitration.

3. 3rd Stage

a. Within five (5) days of the above, the Union may submit a written demand for advisory arbitration, to be filed with the Village Clerk. The Village and the CSEA will agree upon

a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment, a request for a list of arbitrators will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

b. The selected arbitrator will hear the matter promptly and will issue his/her decision not later than thirty (30) calendar days from the date of the close of the hearing, and if oral hearings have been waived, then the date the final statements and proofs are submitted to him/her. The arbitrator will set forth his/her findings of fact, reasoning and conclusions on the issues in writing to the Village Board and the Union.

c. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the Village and the CSEA.

d. The decision of the arbitrator shall be advisory only. The Village Board of Trustees shall accept or reject the decision of the arbitrator within thirty (30) days of its receipt thereof and shall thereafter serve a copy of its decision on the CSEA by mail.

e. The arbitrator shall limit his/her decision strictly to the claimed violation of the express provisions of the Agreement submitted to him/her and the arbitrator shall be without power or authority to make any recommended decision:

i. contrary to, or inconsistent with, or modifying, violating, or varying in any way the terms and provisions of this Agreement.

ii. overruling the exercise of the Village Board's discretion under the terms and provisions of this Agreement.

ARTICLE XIV

DISCIPLINARY PROCEDURE

Each village employee shall have the protection of the following disciplinary procedure:

1.0 There shall be a trial period equal in length to the Suffolk County Civil Service probationary period from date of original hire for all employees in Village service, unless a longer, or new or additional probationary period is provided by the Civil Service Commission Rules or by New York Statute. During this trial period, the employee holding the position shall not have any disciplinary protection. In addition, an employee's failure of a probationary or trainee period required by the Civil Service Commission shall not be subject to the Disciplinary Procedure.

1.1 Only an employee who has passed the trial period, as set forth above, shall be entitled to use the Disciplinary Review Procedure as set forth in this section.

2.0 An employee who is covered by this schedule may not have any of the Health or Dental insurance benefits provided for in this Agreement suspended, discontinued, or interrupted by the Village pending the completion of the Disciplinary Review Procedure provided for in this section. The Village shall continue to pay the regular cost of such insurance for such period.

3.0 No penalty or punishment beyond a written or oral reprimand may be imposed unless the employee has been given a reasonable opportunity to have a Union representative present at the time any such penalty or punishment is imposed.

3.1 No employee shall be asked or required to sign a resignation unless he/she has first been afforded a reasonable opportunity to consult with a Union representative.

4.0 When an employee is being interviewed by Village management under circumstances which may lead to the imposition of a disciplinary penalty against him/her other than an oral or written reprimand, the employee shall be given an opportunity to have a Union representative present during such interview.

4.1 Such Union representative shall be excused from work for a sufficient period of time necessary to assist the employee who has requested his/her presence, unless the conference is scheduled by management for after work hours.

4.2 Such representative, while having the right to be present during the period of interview, shall also have the right to confer with and advise the employee both before and after the interview.

5.0 Notice of Discipline and Charges. An employee who is entitled to the protection of this section shall, within five (5) calendar days of the imposition of a penalty, be served with written notice of the discipline and charges of incompetence and/or misconduct either in person or by certified mail, return receipt requested, to his/her current address as it appears on the Village's personnel records. If the employee wishes to contest said discipline, the employee must proceed in accordance with the Disciplinary Review Procedure set forth in this section. A copy of such notice and charges shall simultaneously be served upon the Union.

6.0 Discipline may consist of and shall be limited to a reprimand, or a fine not to exceed One Hundred (\$100.00) Dollars, or a loss of leave entitlement not to exceed twenty (20) days, or a suspension without pay, or demotion in grade or step, or dismissal from Village service.

6.1 A discharge or a suspension without pay, in excess of five (5) working days, shall entitle the Union to proceed directly to Step 3 of the Disciplinary Review Procedure for expedited arbitration.

7.0 No discipline may be imposed more than eighteen (18) months after the occurrence of the alleged incompetence or misconduct complained of by the Village, and described in the notice and charges, unless said incompetence or misconduct would, if proved in a court of competent jurisdiction, constitute a crime.

Discipline Review Procedure

8.0 After receipt of the Notice of Discipline, the employee, with his/her Union representative, may present the matter to the Mayor or his/her designee ten (10) working days after receipt of notice, by filing with the Village Clerk a written notice of the specified objection. Within ten (10) working days after such presentation, the Mayor shall make written determination and advise the employee and the Union of the decision.

8.1 Step 3 Within fifteen (15) working days after:

- a. discharge
- b. suspension without pay in excess of five (5) working days

- c. suspension without pay of any duration occurring within the same calendar year
- d. loss of leave entitlement over five (5) days
- e. demotion in grade or step
- f. The Union may proceed to Disciplinary Arbitration

9.0 DISCIPLINARY ARBITRATION

9.1 Panel of Arbitrators. The Village and the Union shall mutually agree on five (5) people to serve as a panel of arbitrators. Each person selected must be a labor arbitration panel member of the American Arbitration Association or the New York State Public Employment Relations Board panel. All of the arbitrators so selected shall be listed alphabetically except as otherwise provided in Section 9.3 below.

9.2 Arbitrators shall be selected in alphabetical order. If the arbitrator selected advises the parties that he/she is unable to hear the dispute within thirty (30) calendar days from the date he/she is notified of selection, the next arbitrator on the list shall be designated.

9.3 Names of arbitrators who have served and of those who have been unable to accept an assignment shall be moved to the bottom of the panel list.

9.4 The arbitrator shall have no authority to add to, subtract from, modify or change in any way the provisions of this Agreement or extend its duration, unless the parties have expressly agreed, in writing, granting to the arbitrator specific authority to do so, or to make an award which

has this effect. It is understood that a disciplinary proceeding commenced during the term of this Agreement or after its expiration date, but prior to execution of a new agreement, may be processed after the stated expiration date as if the agreement was still in effect. The award of the arbitrator so made shall be final and binding on the parties.

9.5 For the purpose of this Disciplinary Review Procedure:

a. Failure by the Village, at any step of this procedure provided herein, to communicate a decision of a grievance or objection within the specified time limits shall permit the employee or the Union to proceed to the next step.

b. Failure by the employee or Union at any step of this procedure to appeal a grievance or objection to the next step within the specified time limits shall be deemed to be a waiver of the right to appeal to the next step.

c. Judicial Review of Disciplinary Action shall be exclusively limited to procedures available under CPLR, Article 75.

d. Neither the Union nor the Village Clerk shall be permitted more than two (2) adjournments of any arbitration case. No adjournment shall be for more than ten (10) working days. Default will be granted against the party requesting more than two (2) adjournments unless good cause exists therefor in the opinion of the arbitrator.

e. The arbitrator shall only decide whether misconduct or incompetence existed, and if so, the appropriate penalty permitted by this Agreement.

f. No employee shall be subjected to unpaid suspension pending the ruling of the arbitrator of greater than total of thirty (30) days, unless he/she is dismissed by the Village.

9.6 Those selected as arbitrators under this Agreement shall receive a fee of Five Hundred (\$500.00) Dollars per day, to include all expenses, including a stenographer's transcript, and to be borne equally by the parties.

9.7 The arbitrator selected shall be notified immediately and must hold the hearing and render the binding decision within thirty (30) calendar days from the date of his/her designation unless otherwise agreed to by the parties.

9.8 The provisions of this section shall take effect on the date of execution of this Agreement and shall apply solely to disciplinary matters instituted thereafter.

ARTICLE XV

SAVINGS CLAUSE

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

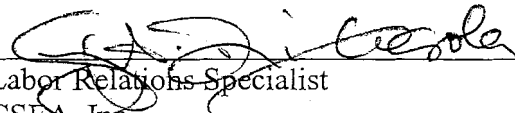
ARTICLE XVI

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, transferees or parties provide services similar to those provided by members of the bargaining unit represented by CSEA.

CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL 1000 A.F.S.C.M.E., AFL-CIO
SAG HARBOR VILLAGE UNIT, Local 852

By: 
President,
CSEA Sag Harbor Village Unit, Local 852

By: 
Labor Relations Specialist
CSEA, Inc.

INCORPORATED VILLAGE OF SAG HARBOR

By: 
Mayor