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Union: **Woodridge Police Department Unit, CSEA, AFSCME, AFL-CIO**

Local: **Sullivan County Local 853, 1000**

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POL | 8650

AGREEMENT

by and between

VILLAGE OF WOODRIDGE

and the

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

RECOGNIZED UNION FOR THE VILLAGE OF WOODRIDGE
POLICE DEPARTMENT UNIT, SULLIVAN COUNTY LOCAL 853

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

August 1, 2006 - July 31, 2009

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ARTICLE I - RECOGNITION

Section 1 - The Village of Woodridge, the Employer, recognizes the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, the recognized union for the Village of Woodridge Police Department Unit of the Sullivan County Local 853 as the exclusive representative for collective negotiations with respect to salaries, pay, hours, and all other terms and conditions of employment for all Police Department employees covered under Section 204 of Article 14 of the Civil Service Law Fair Employment Act (Taylor Law).

Section 2 - As stated in Section 208 of the law, CSEA shall have unchallenged representation status for the maximum time permitted under the law.

Section 2A - The Employer recognizes the right of a representative of CSEA to appear on behalf of the employees in the bargaining unit set forth herein, with respect to salaries, working conditions, grievances and disagreements as to the terms and conditions of this Agreement, and in any proceedings under the Public Employees Fair Employment Act of any other laws, rules, regulations, or statutes which might apply, unless the Local Unit votes to have its own representation. CSEA shall have the right to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage and govern its affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. CSEA shall have the sole and exclusive right to pursue any matter or issue, and to pursue a matter or issues to court of competent jurisdiction; and it shall not be held liable to give any non-member any of its professional, legal, technical, or specialized services.

The Employer recognizes the right of a representative of CSEA to visit the employees in said bargaining unit during normal working hours upon the premises of the Employer, that in no event shall such representatives take more than one-half (1/2) hour during working hours for such visitation. Such representatives of CSEA shall also be allowed to appear at public meetings of the Village of Woodridge on behalf of the employees in the bargaining unit.

Section 3 - If new titles are created by the Employer during the term of this contract, the CSEA will be notified in writing 15 days prior to the establishment of the new titles. If the parties cannot agree on whether the new titles will be included or excluded from the bargaining unit, both agreed to submit the question to the grievance and arbitration article of this contract.

ARTICLE II - EMPLOYEE ORGANIZATION RIGHTS, RIGHTS OF CSEA

Section 1 - The Employer agrees not to meet or negotiate with any other employee organizations regarding the terms and conditions of employees covered by this contract.

Section 2 - Dues Deduction

CSEA will have exclusive payroll deduction of dues and insurance dues and premiums for employees. No other employee organizations shall be given this privilege. The Employer agrees to deduct an agency shop fee from the pay of all non-union members in the bargaining unit and send sums to CSEA, Inc., with the regular union dues. These sums to be the same as the union dues deducted from members. A list of names of employees to be included will be sent to CSEA, Inc., 143 Washington Avenue, Albany, NY 12210.

Section 3 - CSEA representatives shall have exclusive access to employees during working hours to explain programs and services of CSEA and to administer any terms of this contract, provided that prior notice has been given to and approval obtained from the department head.

Section 4 - When this Agreement is signed, the Employer will give the Woodridge Unit President and/or CSEA, Inc. a list showing name, job title, address, social security number, work location, insurance deduction and first date of employment. This information will be given hereafter on an annual basis or upon request of CSEA. The Union will be notified of all who have terminated their employment.

ARTICLE III - BARGAINING UNIT

Section 1 - The bargaining unit shall consist of all employees in the Police Department, excluding all those designated as managerial or confidential.

ARTICLE IV - DURATION

Section 1 - This contract shall take effect and be binding as of August 1, 2006 and shall terminate at 11:59 p.m., July 31, 2009.

ARTICLE V - RECIPROCAL RIGHTS

Section 1 - CSEA shall have the right to post notices and other written communications on bulletin boards maintained upon the premises and facility of the Employer with respect to the terms and provisions contained in this Agreement, and with respect to matters involving collective bargaining, provided that such notices of communication shall not contain anything reflecting personally upon the Employer or any of its employees or elected officials. Any notices or written communications which violate the intent of this provision shall be subject to removal by representatives of the Employer.

Section 2 - In the event both parties are unable to reach agreement via contract negotiations and after completing the process of mediation and fact finding, the Employer and CSEA shall submit all issues in which agreement cannot be reached to final and binding arbitration.

If after five (5) days, the parties fail to agree on an impartial arbitrator, either party shall be free to make the necessary application to the New York State Public Employment Relations Board. The decision of the arbitrator shall be binding on both parties, and the fee and expenses for such arbitration are to be shared equally by the Village and the Union.

ARTICLE VI - GRIEVANCE PROCEDURE

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

Definitions:

1. Employee shall mean any person(s) covered by this Agreement as provided for under Article I - Recognition.
2. Employer shall mean the Village of Woodridge and its representatives.
3. Association or Union shall mean the Civil Service Employees Association, Inc., and its representatives.
4. Grievance shall mean any claimed violation of the terms of this agreement or past practice.
5. Superior shall mean the employee on the next higher level of authority above the employee in the department wherein the grievance exists, and who normally assigns and supervises the employee's work.
6. Days shall mean all working days other than Saturday, Sunday and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.

Rights of the Parties

1. The grievant may select the Unit President or his designee and/or a CSEA staff representative to assist him/her in the processing and/or preparing of grievance, except that no representative may be present from any employee organization other than CSEA.
2. The grievant shall have access to all written statements, records and materials relating to the grievance which are to be introduced and/or are part of the personnel file.

Rights of the Association

1. The Association shall receive a copy of any written grievance, including supporting material(s) attached hereto and submitted therewith, and of any decision(s) rendered pursuant to this procedure.
2. The Association shall have the right to submit briefs to support or refute allegation of any party in grievance.
3. The Association shall have the right to submit grievances on its own behalf.

Mutual Rights

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the employee or his/her representative fail to make a decision within the required time period, the grievance shall proceed to the next step.

Presentation

Step One - Immediate Supervisor

1. An employee who claims to have a grievance shall present his/her grievance to his/her superior orally within twenty (20) working days of its occurrence or of when the employee becomes aware of it.
2. The immediate supervisor shall meet with the parties to resolve the decision within three (3) working days. After the meeting he/she shall render a decision within two (2) working days.

Step Two - Village Board

1. The aggrieved party, if not satisfied with the decision at Step One may, within five (5) working days, request, in writing, a conference with the Village Board or its designee(s). The conference shall be held within ten (10) working days thereafter, copies of the decision to the aggrieved party and his/her representative.

Step Three - Arbitration

1. In the case of grievances concerning the interpretation of this Agreement or breaches or claimed breaches hereof, CSEA may appeal an unsatisfactory decision at Step Three in accordance with the rules of the Public Employment Relations Board. The decision arrived at shall be final and binding upon both parties to the Agreement, subject to appeal in accordance with the terms of CPLR, Sections 7510 and 7511.
2. At a mutually agreeable time, the arbitrator shall hold a hearing within twenty (20) working days after he/she has been selected and should render a decision within twenty (20) working days after the hearing has been concluded.
3. The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to render any decision which contravenes established law, regulation or ordinance.

General Conditions

1. All grievance discussions, meetings, conferences and hearings shall be conducted at a mutually agreeable time.
2. The time limits at any step may be extended by written mutual consent.
3. An employee shall be granted a maximum of one-half hour for all preparation of his/her grievance at all stages; said time to be considered not chargeable to any of the employee's accrued leave.

ARTICLE VII - PAST PRACTICE

It is not the intention of the parties to diminish any employee or employer past practices provided they are not illegal. However, we believe all practices have been covered by this Agreement, and if there are any conflicts between past practices and provisions of this contract then the contract provisions shall prevail.

ARTICLE VIII - NOTICE OF LAYOFF

Section 1 - Whenever any employee is to be laid off for any extended period, he/she shall be given a minimum of fourteen (14) days notice of this layoff.

ARTICLE IX - RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

Section 1 - Nothing in this Agreement shall be construed as delegating the authority conferred by law of any elected or appointed official of the Village of Woodridge, or in any way to reduce or abridge such authority.

Section 2 - The rights and responsibility of the Employer or its assigns, include but are not necessarily limited to, the following:

- a) to determine the standards of services to be offered by the Village of Woodridge, not inconsistent with applicable law.
- b) to direct employees in their respective positions.
- c) to hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge or take disciplinary action against employees.
- d) to relieve employees from duties because of lack of work, or for other lawful reasons.
- e) to maintain the efficiency of government operations.
- f) to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever action may be deemed necessary.
- g) to reward employees for outstanding and exceptional meritorious service via monetary or any other method as may be determined by the Village Board.

ARTICLE X - RIGHTS OF EMPLOYEES

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

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

Section 3 - An employee may bring matters of personal concern to the attention of the Employer's representatives and officials in accordance with the applicable laws and rules and may choose his/her own representative to unilaterally present a grievance for appeal proceedings, except that CSEA must be given the opportunity to be present at all such proceedings, and it must be properly informed of any decisions surrounding such cases.

Section 4 - All benefits not required by law shall be withheld from new employees for an interim of sixty (60) days.

ARTICLE XI - SAVINGS CLAUSE

Section 1 - If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or endorsement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected, thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XII - WAIVER CLAUSE

Section 1 - The parties acknowledge that during the negotiation which preceded this Agreement each had the unlimited rights and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XIII - WORKDAY, WORKWEEK AND OVERTIME

Section 1 - The workweek for part-time police shall consist of not more than 20 scheduled hours per week, but in no case more than 1040 hours per fiscal year.

Section 2 - All employees required to work over forty (40) hours per week shall be compensated at a rate of time and one half (1 ½) their regular hourly rate for each hour over forty.

Section 3 - There shall be a one-half (1/2) hour lunch period.

Section 4 - Employees called back to work outside of their normal work schedule will be compensated at a minimum of three hours pay. This provision will not apply to call-in between 4:00 a.m. and the end of the normal workday.

ARTICLE XIV - COMPENSATION

Section 1 - a. All part-time police officers shall be paid in accordance with the following pay schedule:

8/1/06 --

8/1/07 --

8/1/08 --

	7/31/07	7/31/08	7/31/09
1 st yr. P/T Patrolman	\$15.22	\$15.72	\$15.97
2 nd yr. P/T Patrolman	15.81	16.31	16.56
3 rd yr. P/T Patrolman	16.11	16.61	16.86

- b. All part-time patrol officers shall receive retroactive pay within two weeks of the mutual signing of this agreement.
- c. 1st year patrol officer, 2nd year patrol officer and 3rd year patrol officer shall be based on years of experience with the Village of Woodridge Police Department. Effective August 1, 2000, and thereafter, years of experience shall be calculated based on years spent as a patrol officer for a municipality equal to or larger than the Village of Woodridge.

Section 2 - Any patrol officer who has completed the required academic training approved by the Village shall be entitled to an additional salary of \$220.00. It is understood that this is a one time bonus, not a permanent addition to the patrol officer's salary.

Section 3 - Any employee who is required to take academic training or has the approval of the department head to take a course(s) or prerequisites related to the job, will be reimbursed by the Village for such course, plus the cost of required textbooks, provided that the Village Board has received prior notice and has given their consent. The mileage to and from Municipal Police Training Courses shall be reimbursed by the Employer at the current rate provided for by Village Resolution.

Section 4 - Patrol officers agree not to terminate employment with the Village, after completion of training or schooling, for a period of at least two years.

Section 5 - Out of Title

Any employee assigned to perform duties of a higher classification for more than four (4) hours shall be compensated at the higher rate of pay.

ARTICLE XV - VACATION

Section 1 - Part-time patrol officer are not eligible for paid vacation benefits.

Section 2 - Part-time patrol officer shall be eligible for a leave of absence/vacation at no pay. All requests for vacation/leave must be approved by his/her immediate supervisor a minimum of 1 month prior to taking said leave.

ARTICLE XVI - SICK LEAVE AND PERSONAL LEAVE

Section 1 - Part-time patrol officer are not eligible for compensation of sick leave and personal leave.

Section 2 - The Employer may request a physician's certificate for any absence of more than two (2) consecutive days and for an absence without such medical certificate, part-time patrol officer will receive no compensation.

Section 3 - Where illness or disability is of a long duration, a physician's certificate may be required for each two (2) weeks of continuous absence; and in any event, the Employer may require an examination by a physician, or other evidence that the illness is bonafide, and such examination shall be at the expense of the Village.

ARTICLE XVII - HOLIDAYS

Section 1 - The recognized holidays for the Village of Woodridge and its part-time patrol officer are as follows:

New Years Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday or Yom Kippur	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	
Employee's Birthday	

Section 2 - All part-time officers who have to work on a paid holiday will be paid for the holiday at the rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked, with a guaranteed minimum of three (3) hours.

ARTICLE XVIII - UNIFORM ALLOWANCE

Section 1 - Effective August 1, 2004, in lieu of being provided with uniforms, part-time officers shall be provided with a uniform allowance according to the following schedule:

- | | |
|--|-------------------|
| 1. If the officer works 800 hours or more per year | \$125.00 annually |
| 2. If the officer works between 400 - 799 hours per year | \$62.50 annually |
| 3. If the officer works less than 400 hours per year | No allowance. |

ARTICLE XIX - PENSION AND HEALTH INSURANCE BENEFITS

Section 1 - All employees shall receive any retirement benefits due them under the current section in effect of the New York State Employees Retirement System unless the employee shall specifically waive same by their signature on a declaratory form.

Section 2 - Part-time patrol officer are not eligible for health insurance benefits.

Section 3 - Part-time patrol officer shall receive disability insurance as per the Village's current plan unless the employee shall specifically waive same by their signature on a declaratory form.

ARTICLE XX - SENIORITY PROVISIONS

Section 1 - Seniority shall apply in scheduling vacation time.

Section 2 - Seniority shall prevail in job promotion provided the employee meets the required qualifications and, in the judgment of the appointing officer, the ability to perform the required work is equal. However, when a job opening occurs, and the job is within the scope of Civil Service Law, then the procedures provided by the provisions of the Civil Service Law and the Rules and Regulations thereunder shall prevail.

Section 3 - Seniority shall govern in reduction of workforce and in re-employment.

Section 4 - Seniority shall be determined by date of hire regardless of the number of hours an officer is assigned.

ARTICLE XXI - PROBATION PERIOD

Section 1 - Employees shall enjoy the same rights with respect to discipline as open competitive employees after completion of their probationary period as defined by the Sullivan County Civil Service Rules. Said rules specifically define the probation period as six (6) months. This provision, however, shall not apply to part-time or seasonal employees.

ARTICLE XXII - DEFINITION OF PART-TIME EMPLOYEES

Section 1 - All part-time employees are employees who work twenty (20) hours or less per week or no more than 1040 hours per fiscal year shall be bound by this contract.

VILLAGE OF WOODRIDGE

**SULLIVAN COUNTY LOCAL 853
VILLAGE OF WOODRIDGE POLICE
UNIT, CSEA**

By: _____
Mayor

By: _____
Unit Representative

Date: _____

By: _____
Labor Relations Specialist

Date: _____