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#### Contract Database Metadata Elements

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AFSCME, AFL-CIO, Hudson River-Black River Regulating District Local 120 (2006)**

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AGREEMENT

BETWEEN

HUDSON RIVER - BLACK RIVER  
REGULATING DISTRICT

AND THE

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

FOR THE

HUDSON RIVER - BLACK RIVER  
REGULATING DISTRICT  
LOCAL 120

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 18 2006

**ADMINISTRATION**

JULY 1, 2006 - JUNE 30, 2009

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**AGREEMENT** made by and between the Hudson River-Black River Regulating District, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO for the Hudson River-Black River Regulating District, Local 120, hereinafter referred to as "CSEA".

## **ARTICLE I / RECOGNITION**

The District, pursuant to Section 207 of Article XIV of the Civil Service Law, hereby recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees serving the following titles with the District:

Maintenance Specialist	Plant Operator
Assistant Foreman	Sr. Plant Operator
Foreman	Principal Plant Operator
Field Assistant	Laborer
Sr. Field Assistant	
Administrative Assistant - Grade I	
	Grade II
	Grade III
	Grade IV
	Grade V

The words "employee" or "employees" as used in this Agreement shall mean only employees serving in the above positions.

Employees who are considered as permanent part-time or temporary, working a minimum of 20 hours per week or more, shall be granted pro-rated amount as it relates to all employee benefits. There shall be no loss of full-time bargaining unit positions or work as a result of hiring permanent part-time or temporary employees.

## **ARTICLE II / EMPLOYEE ORGANIZATION RIGHTS**

### **A. Exclusive Negotiations with CSEA**

The District will not negotiate with or meet with any other employee organization with reference to terms and conditions of employment of employees during the period of this Agreement subject to the statutory regulations set forth by the State of New York. The CSEA Local 120 shall furnish the District with a list of officers after each election is held.

### **B. Payroll Deduction**

CSEA shall have exclusive payroll deduction of membership dues and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege.

Employees who request shall be granted payroll deductions for credit unions that are available to employees.

## **ARTICLE II / EMPLOYEE ORGANIZATION RIGHTS (CONTINUED)**

### **C. Bulletin Boards**

The District will provide exclusive bulletin board space in an accessible place in each area occupied by employees for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA.

### **D. Meeting Space**

Where there is appropriate, available meeting space in a building owned or leased by the District, it shall be offered by the District to CSEA provided that: (1) request for use of such space is made in advance by a CSEA representative who shall be responsible for the space, and (2) CSEA agrees to reimburse the District for any additional expenses incurred in the furnishing of such space.

### **E. Access to Employees**

CSEA representatives shall, on an exclusive basis, have reasonable and appropriate access to employees during working hours to explain CSEA membership, service and programs. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. The representatives, when possible, shall request access in advance and shall restrict meetings with employees to areas where safety and work operations will not be adversely affected.

### **F. Lists of Employees**

The employer shall supply to the local president a list of all employees in the bargaining unit showing the employees full name, home address, job title and first date of employment. Such information shall be supplied when requested, but not more than twice a year.

### **G. Employee Organization Leave**

1. The CSEA Local President shall be granted necessary employee organization leave not to exceed six (6) man days per annum, for two delegate meetings per annum.
2. Not more than three (3) employees serving on negotiating teams shall be granted organization leave for negotiations with representatives of the Employer.
3. Employee organization leave shall not be chargeable to leave credits.

### **H. Agency Shop**

The District hereby agrees to deduct from the wage and salary of every employee in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., and to transmit said sums to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

## **ARTICLE III / COMPENSATION**

### **A. General Salary Increase**

A base salary schedule, consisting of a Starting Rate, Step 1, Step 2 and Service Rate for each covered title is hereby established as indicated in Appendices D, E and F. Any newly-hired employee shall be appointed and compensated at a title and step commensurate with experience or qualifications. On each anniversary date of employment, such employee shall advance to the next step of the salary schedule applicable, until such employee is compensated at the service rate for his or her title.

Salary increase will be effective on the first day of the pay period that encompasses July 1<sup>st</sup> in each year of the agreement.

First Pay Period Encompassing July 1, 2006 ... 2.75%

First Pay Period Encompassing July 1, 2007 ... 2.75%

First Pay Period Encompassing July 1, 2008 ... 2.75%

### **B. Promotional Increases**

When an employee is promoted into a new position that employee's salary will be at the least commensurate with what that employee's salary would have been on a temporary out of title work basis.

### **C. Longevity Increments**

1. Each employee who has been employed by the District for five (5) years will receive a cumulative longevity increment of five hundred (\$500.00) dollars on the anniversary date of his fifth (5<sup>th</sup>) year and annually thereafter.

2. Each employee who has been employed by the District for ten (10) years will receive a cumulative longevity increment of one thousand (\$1,000.00) dollars on the anniversary date of his tenth (10<sup>th</sup>) year and annually thereafter.

3. Each employee who has been employed by the District for fifteen (15) years will receive a cumulative longevity increment of one thousand five hundred (\$1,500.00) dollars on the anniversary date of his fifteenth (15<sup>th</sup>) year and annually thereafter.

4. Each employee who has been employed by the District for twenty (20) years will receive a cumulative longevity increment of two thousand (\$2,000.00) dollars on the anniversary date of his twentieth (20<sup>th</sup>) year and annually thereafter.

5. Each employee who has been employed by the District for twenty five (25) years will receive a cumulative longevity increment of two thousand five hundred (\$2,500.00) dollars on the anniversary date of his twenty fifth (25<sup>th</sup>) year and annually thereafter.

These increments and future earned longevity increments, due in any calendar year, will be paid as a bonus annually on the last pay period in November of that year and succeeding years.

### **ARTICLE III / COMPENSATION (CONTINUED)**

#### **C. Longevity Increments (Continued)**

Any employee who leaves District employment will receive one-twelfth (1/12<sup>th</sup>) of any earned longevity increment for each month of service worked during the year of separation.

Employees hired after May 21, 1999, shall receive the same longevity schedule, although each monetary amount on each increment shall be reduced by one hundred dollars (\$100); i.e., 5<sup>th</sup> year = \$400, 10<sup>th</sup> year = \$800, 15<sup>th</sup> year = \$1,200, 20<sup>th</sup> year = \$1,600, 25<sup>th</sup> year = \$2,000.

#### **D. Overtime**

1. Overtime in the District is defined as work performed in excess of thirty-seven and one-half (37.5) hours per week for which employees will receive compensation at a rate equal to one and one-half times their normal rate of pay.

2. If an employee is called into work outside his normal workday or workweek they shall be guaranteed a minimum of four (4) hours at time and a half (1.5x's), and if required to stay beyond four (4) hours, they shall be guaranteed an additional four (4) hours at time and a half (1.5x's). If an employee is called in on a holiday, and is required to work beyond the guaranteed four (4) hours at time and a half (1.5x's), they shall be guaranteed an additional four (4) hours at time and a half (1.5x's) and another half day (four hours) of compensatory time. Recall to work when requested by the Chief Engineer/Executive Director is mandatory. Use of authorized accrued compensatory time must be requested at least three (3) working days in advance. Any accrued compensatory time must be used prior to the end of the next calendar quarter or it will be paid out.

#### **E. Vacation Credit Exchanges**

Prior to September 1 of each year of the Agreement, any employee who has previously earned and accrued vacation credit may elect to receive cash payment in lieu of the use of up to ten (10) days of such accrued vacation credits. Any payment for such credits made pursuant to this section shall be based on the salary in effect on September 1 of the year in which the election is made and shall be paid in the last payroll period in November of such year.

#### **F. On Call Compensation**

Regulating District employees directed by management to be "On Call" will receive compensation. For the purpose of this section, on call time is time that an employee is not actually on duty but has been directed by the Regulating District management to be continuously available by carrying a Regulating District pager, or by furnishing the supervisor with a telephone number where the employee can be reached. An employee who is ordered to be "On Call" shall receive compensatory time at the applicable rate of:

1. One (1) hour for the hours outside of regular work hours on a regular workday worked.
2. One and one-half (1.5) hours for a regular workday when the employee is on personal or vacation leave (on a voluntary basis).
3. Two (2) hours for every weekend day, beginning Saturday at 8:00 a.m. to Monday at 8:00 a.m.

### **ARTICLE III / COMPENSATION (CONTINUED)**

#### **F. On Call Compensation (Continued)**

4. Three (3) hours on a holiday.
5. For purposes of this Section and this Section only, an "On Call Day" will be twenty-four (24) hours beginning at 8:00 a.m.
6. Compensation for "On Call" time shall be pro-rated, but not less than one-half (1/2) hour for each continuous period of "On Call" time.

Except as may be provided by law, "On Call" time will not be included in the computation of overtime. Use of compensatory time must be requested at least three (3) working days in advance. Any accrued compensatory time must be used prior to the end of the next calendar quarter or it will be paid out.

### **ARTICLE IV / DEFINITION OF WORKDAY AND WORKWEEK**

A. The workday shall consist of seven and one-half (7 ½) hours. An employee shall be entitled to a 30 minute lunch period. If, during the lunch period, the employee remains at the work site and available for work, such time shall be deemed a part of and included in computation of the 7 ½ hour work day. If, during the lunch period, the employee leaves the work site or is unavailable for work, such time shall be exclusive of the 7 ½ hour workday.

B. The workweek shall consist of five (5) consecutive days, Monday through Friday, and thirty-seven and one-half (37 ½) hours. Employees will not be required to work a holiday as part of their scheduled workday/workweek.

C. At management's discretion, employees who volunteer for a 4-day workweek project, especially for capital projects during the summer, will work a four (4) day work week (same total number of work hours) with no overtime, unless employees work in excess of 37.5 hours per week.

### **ARTICLE V / ATTENDANCE AND LEAVE**

A. Thirteen (13) work free designated holidays shall be granted to all employees. The following shall be observed:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Lincoln's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Labor Day	

B. If a holiday falls on a Saturday, then the Friday before the holiday shall be designated as the holiday. If a holiday falls on a Sunday, then the Monday following shall be designated as the holiday.



## **ARTICLE VI / VACATION**

A. Vacation credits earned at the rate of one-half day per biweekly pay period.

B. Additional Vacation Credits

Employees of the District shall also earn and upon completion of each full year of continuous service, be credited with additional vacation in accordance with the following schedule:

<b>COMPLETED YRS OF CONTINUOUS SERVICE</b>	<b>ADDITIONAL VACATION CREDITS</b>
1	1 day
2	2 days
3	3 days
4	4 days
5	5 days
6	6 days
7 and over	7 days

C. Vacation accumulation allowed to a maximum of forty (40) days, which will be paid upon separation.

D. Scheduling Vacations

Employees will be given an opportunity to signify their choice of vacation dates. Vacation schedules will be prepared and arranged in such a way as not to interfere unduly with the operations of the District. It is understood that the number of employees allowed to go on vacation during any one period of time will be determined by Management. Employees are to indicate their choice for the ensuing year by April 1 of that year. Employees indicating their choice of vacation dates after April 1 will not be entitled to seniority preference except as may be arranged.

It is recognized that the purpose of a vacation is to afford an employee rest and recreation in periods of not less than one (1) week; however, vacations may be taken in periods of less than one (1) week with the approval of the employee's immediate supervisor.

Vacation credits will not be granted in increments of less than one (1) hour. Any unscheduled vacation request must be made and approved or denied by the immediate supervisor at least three (3) working days in advance, except in an emergency.

## **ARTICLE VII / SICK LEAVE, PERSONAL LEAVE AND BEREAVEMENT LEAVE**

A. Sick leave earned at the rate of one-half day per biweekly pay period.

B. Sick leave accumulation allowed to a maximum of 200 days.

C. Each employee shall be entitled to five (5) days personal leave per year which shall be non-cumulative; each year, any unused personal leave may be converted to accumulated sick leave. Personal leave requests must be made and approved or denied by the supervisor at least one (1) working day in advance, except in an emergency.

## **ARTICLE VII / SICK LEAVE, PERSONAL LEAVE AND BEREAVEMENT LEAVE (CONTINUED)**

D. A full-time employee who is absent from duty for reason of death of the "immediate family" (spouse, parent, or child) shall receive pay for five (5) consecutive work days for each bereavement occurrence. A full-time employee who is absent from duty for reason of death of a "family member" (parents-in-law, brother, sister, grandparents, grandchildren, brother and sister-in-laws, aunts, uncles, nieces, nephews, step-children and step-parents) shall receive pay for three (3) consecutive work days for each bereavement occurrence. Any time used in excess of the five (5) or three (3) days as indicated for each occurrence shall be charged to sick leave, personal leave or vacation provided the employee has such accumulated time.

### **E. Unused Sick Leave Upon Retirement or Death**

District agrees that unused sick leave up to 100 days will be paid in cash upon retirement, excluding any days used to pay for health insurance premiums for spouse under Article VIII of the Agreement. Any payment due will be reduced at the rate of 20% per year for each full year worked beyond the year in which the employee's 65<sup>th</sup> birthday occurs. Upon the death of an employee, the District will pay in cash to the employee's estate for unused, accumulated sick leave up to 100 days. The payment of sick leave in cash by the employer shall not in any way affect the employees' conversion of additional service credited under 41J of the Employee's Retirement System.

### **F. Sick Leave At Half Pay**

The Board may, in its discretion, grant sick leave at half pay for personal illness to a permanent employee having not less than one year of service after all of sick leave, vacation and overtime credits have been used or provided; however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during this service shall not exceed two pay periods for each complete year of his/her service.

## **ARTICLE VIII / HEALTH INSURANCE**

A. The District agrees to pay 100% of the individual hospitalization and 100% of the dependent's hospitalization. This agreement applies to the current statewide plan, a plan with comparable benefits, and a Health Maintenance Organization (HMO) plan, of the employees' choice, not to exceed the District's primary plan. Employees hired after May 21, 1999, shall pay fifteen-percent of the premium difference between family and individual coverage for family coverage only; individual coverage will still be paid by the employer in full.

B. Employees hired after July 1, 2006, the District shall pay 90% of the premium for an Individual, 2-Person (if available), or Family Plan with the employee being responsible for ten (10%) percent of said premium.

### **C. Health Insurance Buy-Out Option**

#### **1. Eligibility**

An employee who is eligible for family coverage under the District's health insurance program, but elects to forego all medical coverage, will receive \$2,000 annually in lieu of

## **ARTICLE VIII / HEALTH INSURANCE (CONTINUED)**

### **C. Health Insurance Buy-Out Option (Continued)**

medical coverage. An employee who is eligible, but does not elect individual coverage under the District's health insurance plan will receive \$1,300 annually in lieu of receiving individual coverage.

#### **2. Proof of Insurance**

No employee shall be eligible to receive any payment authorized by the foregoing paragraph unless the employee shall have presented proof to the District that such employee and such employee's eligible dependents are covered by a plan of medical and health benefits for the entire year that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the District.

#### **3. Payment**

The employee will receive such payments in the last pay period in November of each year in separate check, provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the District of any termination of alternative medical and health insurance coverage.

#### **4. Renewal**

The health insurance buy-out option must be renewed each year that the employee wants to exercise such option.

#### **5. Insurance Requirements**

The employee must adhere to all requirements as set forth by the Insurance Carrier.

D. The District agrees to provide to its employees the fully paid Dental Insurance Plan offered by the Blue Shield of Northeastern New York, known as the 100% Plan. The District agrees to pay 100% of the individual's premium and 100% of the family's premium under this plan. The District agrees to purchase a rider that allows for no maximum lifetime cap of benefits for orthodontics, and will continue the periodontics rider as well.

E. The District agrees to pay 100% of the Platinum 12 Vision Care Program along with riders for high index, transition lenses, occupational, anti-reflective coating and polarized lenses as provided under CSEA Employee Benefit Program effective July 1, 2006.

## **HEALTH INSURANCE UPON RETIREMENT**

F. The District agrees to pay 100% of the employee's individual health insurance premiums when the employee retires from employment with the Regulating District.

G. The District also agrees to pay 75% of the dependents health insurance premiums.

## **ARTICLE VIII / HEALTH INSURANCE (CONTINUED)**

### **HEALTH INSURANCE UPON RETIREMENT (Continued)**

H. Employees at the time of retirement shall be eligible to convert up to a maximum of 50 days of their unused sick leave for the purpose of applying said amount on the remaining 25% of the spouse's health insurance premiums. (E.G. \$45.00 daily rate x 50 days = \$2,250 to be applied to the 25% for fully paid retirement health insurance.)

### **HEALTH INSURANCE UPON DEATH**

I. If an employee dies while employed by the District, his/her spouse and family will be entitled to six months of additional health insurance coverage.

### **FLEXIBLE SPENDING PLAN**

J. All employees will be allowed to participate in the Regulating District's Employees' Flexible Spending Benefit Plan through an independent administrator at no cost to the employee. The purpose of this flexible spending account will allow employees to set aside their own money for unreimbursed medical expenses, health care costs, so the employee would not have to pay taxes on these funds.

## **ARTICLE IX / RETIREMENT**

The District shall conform with all provisions and mandates of the New York State Retirement Law.

## **ARTICLE X / LABOR-MANAGEMENT MEETINGS**

The District and CSEA agree to establish a joint Labor/ Management Committee for the purpose of providing communication, discussion and resolution of problems between the employees and the Employer. Meetings may be held once quarterly or at more frequent intervals upon written requests of either party. No more than three (3) employees shall be granted time off without charge to credits for the purpose of attending such meetings which shall take place during normal working time. The parties shall exchange agenda items at least forty-eight hours in advance of such meetings.

## **ARTICLE XI / PAST PRACTICE**

Any benefits already accorded employees shall not be rescinded during the term of this Agreement.

## **ARTICLE XII / LEAVE FOR COURT AND JURY ATTENDANCE**

On proof of the necessity of jury service, an employee shall be granted a leave of absence with pay by the Board; provided, however, the employee will return their jury service pay to the District.

### **ARTICLE XIII / VOLUNTEER FIREMAN EXCUSED ABSENCE**

Any employee who is a member of a Volunteer Fire Department, when called to fight a fire within the fire district of which he is a member, to be credited with up to two (2) hours of paid excused absence for actual fire fighting subject to supervisory discretion as to whether such administration leave would seriously inconvenience the District's work schedule.

### **ARTICLE XIV / FLEXIBILITY CLAUSE**

In order to achieve efficiency of operation, employees may be required to perform duties of which they are qualified but lie outside their traditional job duties, from time to time, as conditions warrant. The existing duties of each job will, however, continue to be the primary duties of employees in their respective job.

### **ARTICLE XV / TEMPORARY OUT OF TITLE WORK**

In general, employees will not be assigned to work assignments outside of their employment classification. If, however, such assignments are made, the following shall apply.

1. The assignment shall be in writing.
2. If an employee is temporarily assigned to a position having a lower entry level salary or wage rate than that of the position to which the employee is permanently assigned, no reduction in pay shall be affected.
3. If a fully qualified employee is temporarily assigned to a position having a higher entry level salary or wage rate than the position to which the employee is permanently assigned, the affected employee shall be paid an amount equivalent to ten (10%) percent of that employee's base rate added to his/her salary during the period of the out-of-title assignment. In order to qualify for out-of-title reimbursement, an employee must work at least fifty (50%) percent or more of their regular work day performing said duties.
4. Payment for out-of-title shall commence with the sixth (6<sup>th</sup>) consecutive out-of-title assignment necessitated by a regular absence and on the eleventh (11) consecutive day of out-of-title necessitated by vacation leave.
5. All payment for out-of-title work shall be retroactive to the first (1<sup>st</sup>) day of out-of-title work. If the Grievance Procedure is utilized, payment will be made no more than fifteen (15) days from date of occurrence.

### **ARTICLE XVI / CHILD CARE LEAVE**

A leave of absence without pay shall be granted to a permanent employee for a period of six months which may be extended by the Board up to one year for the purpose of care of a newborn child. This leave may be granted to either a pregnant employee, or an employee whose spouse is pregnant. For a pregnant employee, the following procedure shall be followed:

## **ARTICLE XVI / CHILD CARE LEAVE (CONTINUED)**

The employee shall report to the Board the existence of pregnancy not later than the end of the fourth month. The Board may thereafter place the employee on leave at any time when, in its judgment, the interest of either the District or the employee would be best served by such action. The employee may be allowed to reduce the six month period leave without pay by the use of any or all earned credits. A physician's statement as to the fitness of the employee for the performance of her duties may be required at any time before her leave commences, and may be required prior to her return to duty.

For an employee whose spouse is pregnant, the following procedure shall be followed:

The employee shall report to the Board the existence of pregnancy of the spouse and request leave without pay no later than one month prior to the initiation of the leave.

## **ARTICLE XVII / WORKER'S COMPENSATION LEAVE**

1. An employee necessarily absent from duty because of occupational injury or disease as defined in the Worker's Compensation Law who is allowed leave from his position for the period of his absence necessitated by such injury or disease shall, subject to the proviso set forth in Section 2, be (1) first granted compensation leave with pay without charge to leave credits not exceeding cumulatively 6 months, and (2) upon exhausting leave with pay benefits under (1) above be allowed to draw accrued leave credits, and (3) upon exhausting leave with full pay benefits under (1) and (2) above, be allowed sick leave at half pay for which he may be eligible during such leave unless (i) there is good and sufficient reasons to believe that the disability resulting from such injury or disease is not job-related or is primarily due to some pre-existing medical condition; (ii) there is good and sufficient reason to believe that the employee could report for work on a full-time or part-time basis; (iii) the employee's services would have been terminated or would have ceased under law; or (iv) the employee's claim for benefits is controverted by the District's insurance carrier.

2. For the first ten working days of any absence as defined above, the employee shall charge such leave to accrued leave credits if available.

3. If no leave credits are available under 2 above, sick leave credits may be advanced to the employee and such advance sick leave credits shall be repaid as soon as practicable from subsequent accumulations of leave credits.

4. The District may, in its discretion, waive the requirement for charging leave accruals during the first ten days of an injury upon written application by the employee.

5. An employee may elect to draw upon accrued leave credits for part or all of his absence from duty before being granted leave with pay under 1 above. Credits to be drawn upon in the following order:

1. Sick Leave
2. Personal Leave
3. Vacation

6. Employees will be granted leave with pay without charge to leave credits for the purpose of attending hearings scheduled by the Worker's Compensation Board or a Board-ordered medical examination.

7. An employee who draws leave credits under this section shall be entitled to restoration of such credits for which an award of compensation has been made and credited to the District.

8. If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he was granted such leave as provided hereinabove, he shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

#### **ARTICLE XVIII / GRIEVANCE PROCEDURE**

There is annexed hereto and made a part hereof marked "Appendix A" a grievance procedure for the processing of any grievances arising out of this Agreement.

#### **ARTICLE XIX / SEVERABILITY**

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

#### **ARTICLE XX / NO STRIKE**

CSEA shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

#### **ARTICLE XXI / UNIFORMS**

This District agrees to provide uniforms to all field employees in accordance with rules as illustrated in Appendix "C" of the Agreement.

#### **ARTICLE XXII / POSTING OF VACANCIES**

A. The District shall post all vacancies in all work locations at least 10 days prior to the position being filled.

B. The District agrees to consider all present employees for vacancies as they occur on the basis of qualifications and seniority.

## **ARTICLE XXIII / PROBATIONARY PERIODS**

### **A. New Employees**

All new employees of the District shall serve a probationary period of six (6) months. Such employees shall become permanent in their title upon completion of the probationary period unless terminated prior thereto.

### **B. Promotions**

Employees who are promoted will serve a maximum of six (6) months probationary period prior to permanent appointment to the new position. Such employees shall become permanent in their promoted title upon completion of the probationary period.

## **ARTICLE XXIV / APPROVAL OF THE LEGISLATURE**

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 XXV / DURATION OF AGREEMENT**

The term of this Agreement shall be from July 1, 2006, through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 13<sup>th</sup> day of July, 2006.

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

BY: Glenn A. LaFave  
Glenn A. LaFave, Executive Director

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.  
LOCAL 1000, AFSCME, AFL-CIO  
FOR THE  
HUDSON RIVER-BLACK RIVER REGULATING DISTRICT  
LOCAL 120

BY: Albert J. Hayes  
Albert J. Hayes, President

BY: Linda Mosher  
Linda Mosher, Labor Relations Specialist



## **APPENDIX "A"**

### **HUDSON RIVER-BLACK RIVER REGULATING DISTRICT GRIEVANCE PROCEDURE**

#### **PREAMBLE**

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

#### **SECTION I DEFINITIONS**

- A. Employee shall mean any person in the Unit covered by this Agreement.
- B. Employer shall mean the individual designated by Management to review and resolve grievances.
- C. Association or Union shall mean the CSEA.
- D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employee's health or safety.
- E. Supervisor 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 and is designated by the Employer.
- F. Days shall mean all days other than Saturdays, Sundays 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.
- G. A "Class Action" grievance shall be defined as a grievance that involves more than two (2) employees. A class action contract grievance shall be filed by the Local President at Step Two of the Grievance Procedure.

#### **SECTION II RIGHTS OF THE PARTIES**

##### **A. Rights of Grievant**

1. The Grievant may select any representative(s) to assist him in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization, other than CSEA.
2. The Grievant shall have access to all written statements, records and materials relating to the grievance, except reports to the Employer from its agents, investigations of grievances by the Employer or opinions of Counsel of the District.

## **APPENDIX "A" (CONTINUED)**

### **B. Rights of the Association**

1. The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
2. The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.
3. The Association shall have an observer at any hearing, conference, or meeting held under this procedure where it would not be otherwise represented and shall be given three (3) days notice of the time, date and place of the hearing, conference or meeting.
4. The Association may file a grievance in its own name.

### **C. Mutual Rights**

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or his representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld and in all respects, final and binding upon the parties.

## **SECTION III PRESENTATION**

### **Step One**

1. An employee(s) who claims to have a grievance shall present his grievance to their supervisor orally or in writing within fifteen (15) days of its occurrence.
2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days after the request for the meeting. He shall render a decision in writing within three (3) days thereafter, a copy of which is sent to both the employee(s) and their representative.

### **Step Two**

The aggrieved party, if not satisfied with the decision at Step One, may, within five (5) days, request a review by the Executive Director. Such request is to be in writing with a copy to the immediate supervisor. The Executive Director shall convene a hearing within five (5) days after receipt of the request for said hearing. The Executive Director shall render a decision in writing within five (5) days after the hearing, copies to be sent to the aggrieved party and their representative.

## **APPENDIX "A" (CONTINUED)**

### **Step Three**

The aggrieved party, if not satisfied with the decision at Step Two, may, within five (5) days, request in writing, a hearing before the Chair of the Board Committee overseeing the employees department or area or another board member designated by the Board Chair. The requested hearing shall be held within ten (10) days after it is received and a decision shall be made within five (5) days thereafter, copies of the decision to be sent to the aggrieved party and their representative.

### **Step Four**

The aggrieved party may appeal an unsatisfactory decision at Step Three to an arbitrator provided by the Public Employment Relations Board subject to its rules. The decision arrived at shall be final and binding upon both parties to the Agreement.

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

The arbitrator shall hold a hearing within twenty (20) days after he has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, not to render any decision which conflicts with a law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became aware of the Grievance, except when the grievance involves cash pay earned but not received.

### **GENERAL CONSIDERATION**

- a. All grievance discussions, meetings, conferences or hearings shall be conducted during the normal workday.
- b. The time limits at any step(s) may be extended by written mutual consent of the parties.
- c. All matters of discipline resulting in dismissal of any employee shall be subject to the grievance procedure.

## **APPENDIX "B"**

### **HUDSON RIVER - BLACK RIVER REGULATING DISTRICT**

#### **DISCIPLINARY PROCEDURE**

##### **Section 1 - Employee Counseling**

###### **A. Progressive Discipline**

An employee's supervisor shall counsel an employee concerning deficiencies in performance or misconduct which do not warrant disciplinary action. The purpose of employee counseling is to provide assistance to the employee by making him or her aware of expectations of performance.

Counseling shall be provided by the means of person to person oral communication. A counseling session may be followed by confirming memorandum, at the discretion of the supervisor. Copies of counseling memorandum will be maintained in the employee's personnel file. The employee shall receive a copy of any counseling memorandum and may place a written response to same in his or her personnel file.

Counseling sessions/memorandums are not subject to appeal through the grievance procedure.

##### **Section 2 - Disciplinary Rights and Definition**

The definitions and terms as outlined in Appendix A, Section I, Definitions, "D" shall apply to this disciplinary procedure.

The parties subscribe to the concept of progressive discipline, except for serious offenses. Any employee subject to disciplinary action shall have the right to CSEA representation. An employee may not be removed from service or otherwise be disciplined except for acts of incompetency, insubordination or misconduct.

Upon completion of a six (6) month probationary period, all employees shall be afforded rights through this Disciplinary Procedure.

Any employee shall have the right to request in writing and receive a copy of their personnel history folder.

An employee who has been served with a Notice of Discipline may elect to either represent themselves, select the Local President or his/her designee, or request a CSEA Labor Relations Specialist to assist in the processing of their disciplinary action.

##### **Section 3 - Progressive Discipline**

Bad conduct and inappropriate actions or behavior by an employee may result in disciplinary proceedings. These possible proceedings are as follows:

1. Oral Warning - notifies the employee that the performance or behavior must be improved after informal counseling has failed to produce results.

## **APPENDIX "B" (CONTINUED)**

2. Counseling by the employee's immediate Supervisor - an informal discussion or written memorandum which may be copied to the employee's personnel history folder.
3. Written Warning - a formal notice to the employee that further disciplinary action will be taken unless performance or behavior improves.
4. Formal Disciplinary Action

### **Section 4 - Disciplinary Interrogation**

An employee who is a potential subject for disciplinary action and is the subject of interrogation by the Regulating District, the employee has the right to:

1. Be informed of the subject matter and to confer privately with a CSEA representative before questioning begins;
2. Have a CSEA representative present during the interrogation, and;
3. Offer information following the questioning.

### **Section 5 - Disciplinary Charges**

Where the District seeks the imposition of a written reprimand, suspension without pay, a fine, loss of accrued leave credits, reduction in grade, or dismissal from service, a written Notice of Discipline shall be served upon the employee and the CSEA Local President simultaneously. The Notice of Discipline shall contain a description of the alleged acts and conduct including reference to dates, times and places. The Notice of Discipline shall also include the proposed penalty.

Employees who are suspended without pay for more than thirty (30) calendar days pending arbitration, may be allowed to use their earned vacation and/or personal leave.

### **STEP ONE**

The employee may, within ten (10) working days of receipt of the Notice of Discipline, appeal the charges with the Executive Director or his/her designee. Such request must be made in writing by the employee to the Executive Director with a copy to the CSEA Local President. Within five (5) working days, the parties shall meet. The Executive Director or his/her designee shall issue a decision within five (5) working days.

### **STEP TWO**

If the employee is not satisfied with the decision at Step One, the employee, CSEA, Inc., or private counsel, may serve a Demand for Arbitration in accordance with the rules of the Public Employment Relations Board. Within thirty (30) working days from the employee's receipt of the Step One Decision, a Demand for Arbitration must be served upon the Executive Director of his/her designee.

If the employee is served with a Notice of Discipline and is suspended without pay the Disciplinary Procedure will commence at Step 2.

## **APPENDIX "B" (CONTINUED)**

The arbitrator shall not render any decision contrary to established law, regulations or ordinances. The arbitrator's decision shall be final and binding upon the employee, CSEA, Inc., and management. The expenses shall be borne equally between the parties. If private counsel is retained in a disciplinary proceeding, the fees and expenses of the arbitration shall be borne equally by management and the grievant.

## **APPENDIX "C"**

### **UNIFORMS AND ITS GUIDELINES**

1. A. The Employer agrees to furnish to all field employees initially six (6) shirts (either long or short sleeved), three (3) pair of lightweight trousers, two pair of wool-blend trousers, one (1) heavy jacket, one (1) lightweight jacket and one (1) medium weight jacket.

B. All clothing to be replaced on an "as-needed" basis with regard to the initial issue as defined in "A" above.

2. Uniforms to be worn in full when working.

3. If a covered employee reports for work not in full District provided uniform, the employee shall be subject to the following administrative actions:

First Offense	Verbal Warning - Sufficient time off to gain uniform (time off not to exceed two hours)
Second Offense	Written Warning - Sufficient time off to gain uniform without pay
Third Offense	Employee Sent Home - Written warning. Full day without pay.

4. Uniforms to be worn on the job and not for personal use.

5. The Employer shall not be required to replace any uniform of any field employee within eighteen (18) months of the expected retirement of such employee. Uniforms are to be returned to the District upon retirement.

6. Employees who are required to wear a uniform shall be allowed to purchase one (1) pair of steel toed boots once (1X) per year and will be reimbursed up to \$100 upon issuance of a receipt.

7. Employees who are required to wear a uniform will be provided with three (3) hats. If the employee wishes to wear a hat, it must be those with the Hudson River – Black River Regulating District's logo.

8. Employees who are required to wear a uniform will also be provided with Safety Glasses either with or without prescription to be purchased at Empire Vision Centers one (1) time per year using a voucher system. Employees will be expected to wear the safety glasses with side shields when they are performing field work duties.

**“APPENDIX “D”**

**BASE SALARY SCHEDULE**

**JULY 1, 2006**

<u>TITLE</u>	<u>STARTING RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>SERVICE RATE</u>
MAINTENANCE SPECIALIST	28291	30728	32816	35252
ASSISTANT FOREMAN	31079	33759	36055	38736
FOREMAN	34060	36752	39292	42465
FIELD ASSISTANT	31079	33759	36055	38736
SENIOR FIELD ASSISTANT	34140	37089	39615	42564
PLANT OPERATOR	28291	30728	32816	35252
SR. PLANT OPERATOR	31079	33759	36055	38736
PRIN. PLANT OPERATOR	34140	37089	39615	42564
ADMIN. ASSISTANT, GR. I	28150	30575	32651	35076
ADMIN. ASSISTANT, GR. II	30169	32771	35001	37601
ADMIN. ASSISTANT, GR. III	33427	36313	38786	41670
ADMIN. ASSISTANT, GR. IV	37180	40392	43148	46359
ADMIN. ASSISTANT, GR. V	40851	44387	47417	50952
LABORER		\$9.48 /HR.		



**APPENDIX "E"**  
**BASE SALARY SCHEDULE**  
**JULY 1, 2007**

<u>TITLE</u>	<u>STARTING RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>SERVICE RATE</u>
MAINTENANCE SPECIALIST	29069	31573	33718	36221
ASSISTANT FOREMAN	31934	34687	37047	39801
FOREMAN	34997	37763	40373	43633
FIELD ASSISTANT	31934	34687	37047	39801
SENIOR FIELD ASSISTANT	35079	38109	40704	43735
PLANT OPERATOR	29069	31573	33718	36221
SR. PLANT OPERATOR	31934	34687	37047	39801
PRIN. PLANT OPERATOR	35079	38109	40704	43735
ADMIN. ASSISTANT, GR. I	28924	31416	33549	36041
ADMIN. ASSISTANT, GR. II	30999	33672	35963	38635
ADMIN. ASSISTANT, GR. III	34346	37312	39853	42816
ADMIN. ASSISTANT, GR. IV	38202	41503	44335	47634
ADMIN. ASSISTANT, GR. V	41974	45608	48721	52353
LABORER		\$9.74 /HR.		

**APPENDIX "F"**  
**BASE SALARY SCHEDULE**  
**JULY 1, 2008**

<u>TITLE</u>	<u>STARTING RATE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>SERVICE RATE</u>
MAINTENANCE SPECIALIST	29868	32441	34645	37217
ASSISTANT FOREMAN	32812	35641	38066	40896
FOREMAN	35959	38801	41483	44833
FIELD ASSISTANT	32812	35641	38066	40896
SENIOR FIELD ASSISTANT	36044	39157	41823	44938
PLANT OPERATOR	29868	32441	34645	37217
SR. PLANT OPERATOR	32812	35641	38066	40896
PRIN. PLANT OPERATOR	36044	39157	41823	44938
ADMIN. ASSISTANT, GR. I	29719	32280	34472	37032
ADMIN. ASSISTANT, GR. II	31851	34598	36953	39697
ADMIN. ASSISTANT, GR. III	35291	38338	40949	43993
ADMIN. ASSISTANT, GR. IV	39252	42644	45554	48944
ADMIN. ASSISTANT, GR. V	43128	46862	50061	53793
LABORER		\$10.01 /HR.		