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

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Union: **Village of Hamburg Crossing Guard Unit, CSEA, AFSCME, AFL-CIO**

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CG/7612

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AUG 27 2008

Village of Hamburg, Clerk

DW  
8/27/08

Collective Bargaining Agreement

by and between

Village of Hamburg

and

Civil Service Employees Association, Inc.

Local 1000 AFSCME, AFL-CIO

Village of Hamburg Crossing Guard Unit of Local 815



June 1, 2008 through May 31, 2012

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 13 2009

ADMINISTRATION

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Agreement made as of the 1st day of June, 2008, between the VILLAGE OF HAMBURG, a municipal corporation organized and existing under the laws of the State of New York, 100 Main Street, Hamburg, New York, hereinafter referred to as "Village", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF HAMBURG CROSSING GUARDS UNIT OF LOCAL 815, 143 Washington Avenue, Albany, New York 12210, herein called "CSEA".

## **ARTICLE I – RECOGNITION**

The Village has by resolution duly adopted recognized CSEA as the exclusive bargaining agent for all employees employed by the Village from time to time as school crossing guards.

## **ARTICLE II - HOURS OF WORK**

A. The employee covered by this Agreement will work on each day that the public and private schools in the Village of Hamburg are in session. The hours of work of each workday shall be determined by the Chief of Police, in keeping with the safety of the school children at various intersections in the Village of Hamburg, before, during and after school hours.

B. If, after an employee has reported for the first shift on any day, the school sessions shall be terminated prior to the normal termination time (by reason of weather, public utility service interruption, fire, emergency, or the like) the employee will be paid a full day's pay for such day.

C. Intersection assignments shall be made by the Chief of Police. To the extent practicable, existing intersection assignments shall be maintained. If a regular employee (guard) shall cease to be an employee of the Village, permanently or indefinitely, or if an employee shall be transferred to another intersection, the other regular employees will be given an opportunity to transfer to the intersection to which such former employee was assigned, or from which such employee was transferred, on the basis of seniority.

D. The Chief of Police shall keep and maintain accurate employment and seniority records of all regular and relief employees (guards).

E. Employees scheduled to work who have a tour of duty canceled due to a school emergency closing shall be paid for those days, but payment is limited to a total of five (5) days through the school calendar year. Such days shall not be accumulative from one year to another.

**ARTICLE III - SALARY**

A. Each employee covered by this agreement shall be paid the following two (2) shift rate of pay:

June 1, 2008 through May 31, 2009	\$27.25
June 1, 2009 through May 31, 2010	\$28.00
June 1, 2010 through May 31, 2011	\$28.75
June 1, 2011 through May 31, 2012	\$29.50

Should an employee be required to work a third shift they will receive an additional 50% of the two (2) shift rate for each additional shift.

B. In addition to any compensation which an employee may be otherwise entitled to by virtue of their being an employee of the village, employees shall receive longevity pay computed on the basis of continuous satisfactory service as a permanent school crossing guard of the village in accordance with the following schedule. The employee shall receive the payment on the regular payday nearest to and prior to the employee's employment anniversary date.

	<u>Year</u>	<u>Pay</u>
Completion of:	5 - 9	\$100 per year
	10 - 14	\$200 per year
	15 - 19	\$300 per year
	20 and above	\$400 per year

C. All employees who perform their duties for the entire school year and do not use any sick leave or personal leave will receive an attendance allowance of \$250. All employees who perform their duties for ninety-five (95%) percent of their scheduled work days for the school year will receive an attendance allowance of \$200. This allowance shall be paid in the second payroll of July. The Chief of Police will certify the attendance allowance for each employee and submit in writing to the payroll department in a timely manner, the names of those entitled to the allowance and the dollar amount they should receive.

**ARTICLE IV - SICK LEAVE**

A. Every employee covered by this Agreement shall be entitled up to five (5) days sick leave each year. A year shall be deemed to begin on June 1st of each year and to end on May 31st of each year. (Credit for sick leave shall be allowed at the rate of one-half (1/2) day per month of work). Unused sick leave shall accumulate to a maximum of one hundred (100) days.

Employees may sell back any and all accumulated sick leave days that are in excess of 90 days at the rate of the seventy-five (75%) percent of the current daily rate during the year which the employee elects to sell back sick leave. Employees shall notify the Village of their request to sell back excess sick leave no later than December 31<sup>st</sup> of each year. Payment will be made at the next regularly scheduled pay period.

B. Sick leave shall be granted by the Chief of Police for sickness, injury, quarantine regulations, emergency dental visits in units of not less than one-half (1/2) day. The Chief of Police shall be responsible for keeping complete records for all accumulated sick leave and amounts and reason for any sick leave granted. He shall disclose, upon request of an employee, the accumulated sick leave credits of such employee.

C. When sick leave absence is needed, an employee or responsible person shall report such need to the Chief of Police no later than one (1) hour prior to the time to be at the job. The nature of the illness or disability, attending physician's name, if any, and any other pertinent information shall be given at the time. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Chief of Police, the absence shall not be deductible from sick leave but shall be considered time off without pay.

D. A certificate of affidavit showing the inability of the employee to perform employee's duties, issued by the attending physician, shall be filed with the Chief of Police in case of absence of more than three (3) consecutive days. The Chief of Police may require such affidavit in any other case. If the employee fails to submit proof of illness when required to do so, such absence shall not be deducted from sick leave, but shall be considered time off without pay. If the proof submitted does not justify the absence, the absence shall be considered time off without pay.

E. The Chief of Police shall make a written report prior to the certification of the payroll, stating the name of the employee and the sick leave granted during such pay period.

F. When an employee, because of sickness or disability, is required to remain away from the employee's job beyond the employee's sick leave credit, the Chief of Police may petition the Board of Trustees to grant additional sick leave with pay, due consideration being given to length of service prior to the sick leave.

G. At the time of termination of employee's employment for any reason, the Village will pay to the employee an amount equal to one-half (1/2) of the employee's daily rate of pay at the time of termination, multiplied by the number of days of accumulated sick leave.

H. Abuse of sick leave privileges shall be grounds for disciplinary action.

I. Where an employee receives compensation under the Workmen's Compensation Law on account of disability, the employee shall elect in writing whether the employee desires to have sick leave with pay during the period of disability for which the employee received compensation. Such writing must be filed with the Chief of Police. In the event that the employee elects to take sick leave with pay during such disability, the employee shall, for the period of the employee's disability, not exceeding the employee's accumulated and unused sick leave time, be paid the difference between what the employee receives as compensation and the employee's regular rate of pay. If the employee elects to use the employee's accumulated sick leave time while drawing Workmen's Compensation, the number of accumulated sick leave days to be deducted shall be based upon the average weekly wage of the employee exclusive of overtime, minus the amount of Workmen's Compensation paid, the net total of sick leave time paid for by the Village to be figured on a daily basis and deducted from the accumulated sick leave.

J. Family Illness - Employees may use up to four (4) accumulated sick leave days for illness in his/her immediate family when the employee's presence is necessary. The employee may be required to submit a doctor's certificate stating that the employee's presence is necessary. (Immediate family is defined in Article VI.)

## **ARTICLE V - ALLOWANCES FOR UNIFORMS**

The employee covered by this Agreement shall be entitled to annual allowance for uniforms as follows:

A. The annual allowance shall be in the total amount of One Hundred Seventy-Five Dollars (\$175.00) for each employee.

B. Employees will be required to sign a statement certifying that the funds they are receiving are for reimbursement for necessary uniform and clothing expenses. This statement must be signed on a yearly basis and submitted to the payroll department by November 1st of each year.

C. Employees will receive their uniform allowance as part of the first pay period in December of each year. This allowance is for all uniform items required such as skirts, turtlenecks, slacks, boots, shoes, scarfs, and thermal underwear. In addition to items purchased as part of the uniform allowance, the Village will purchase as needed, winter weight coat, all-season coat with liner, bright color raincoat, orange safety vest and hats. The Chief of Police shall determine the need for such purchases. Purchases made for the

above items shall not be charged against the annual uniform allowance entitlement of the employee in question.

Whenever practicable and consistent with the Village's operational needs, employees will be canvassed in May of each year to assess the winter apparel needs of the Crossing Guards. The Village agrees to provide winter apparel by October 1<sup>st</sup> of each year. Any delays which are not caused by the Village shall not be arbitrated.

Whenever practicable and consistent with the Village's operational needs, employees will be canvassed in January of each year to assess the spring apparel needs of the Crossing Guards. The Village agrees to provide spring apparel by March 1<sup>st</sup> of each year. Any delays which are not caused by the Village shall not be arbitrated.

#### **ARTICLE VI - FUNERAL LEAVE**

A. Leave of absence with pay, not to exceed three (3) consecutive days, will be granted by the Chief of Police to a covered employee in the event of death occurring in such employee's immediate family. "Immediate family" shall include parent, current spouse, brother, sister, son, daughter, grandparent, grandchild, current parent-in-law, current daughter-in-law, current son-in-law, current brother-in-law, current sister-in-law or a person occupying the position of a parent of the employee or his/her current spouse, or other relative who is an actual member of such employee's household. Legally defined "step" members are also included in an employee's immediate family.

#### **ARTICLE VII - PERSONAL LEAVE ACCUMULATION**

A. Effective June 1<sup>st</sup> of each contractual year, full-time covered employees may be granted leave not to exceed three (3) days per year for the purpose of religious observance and/or personal business not specifically covered elsewhere. Application for personal leave shall be filed by the covered employee on the prescribed form with the Chief of Police. The specific reasons for the absence need not be elaborated upon if the employee feels the absence is of a personal nature. If approved by the Chief of Police, personal leave shall be granted and written notification is to be given the covered employee. The Chief of Police shall maintain accurate records.

B. Employees shall submit application for personal leave to the Chief of Police or his designated representative no later than the day before the time period being requested. Personal leave shall not be granted for less than one (1) day increments except for emergency purposes. The Chief of Police or his designee will make every effort possible to approve a personal leave request when such request involves an emergency situation or extra ordinary circumstance beyond the employee's control. The Chief of Police or his designee will have the sole authority in determining the acceptance of the situation as an



emergency or extraordinary circumstance. Personal leave will not be granted for less than one (1) day except when such request involves the aforementioned emergency. At no time will personal leave be granted for less than one-half (1/2) day increments.

C. On June 1st of each succeeding year, all employees with six (6) months of continuous service will be credited with three (3) days personal leave.

D. If the covered employee does not use the employee's personal leave days prior to the end of the year, any remaining unused personal leave days shall be added to the sick leave credit bank; however, they will be non-cumulative if the addition of the unused days would exceed the one hundred (100) days maximum established elsewhere in this contract.

#### **ARTICLE VIII - LEAVES OF ABSENCE**

A. Maternity leave without pay may be granted up to one (1) year, provided the pregnancy is reported in writing to the Chief of Police not later than the fourth month and leave approved by the Village Board (without pay).

B. When covered employee has exhausted all the employee's sick leave credits, and is still unable to perform the duties of the employee's position, the Chief of Police may request the Village Board to grant a leave of absence without pay for a period not to exceed one (1) year.

C. The Chief of Police may request the Village Board to grant a covered employee leave of absence without pay for a period of up to one (1) year, in the event of illness in the employee's immediate family.

D. No leave of absence with or without pay shall be granted to any covered employee to try another job, except that the other job be within the Village jurisdiction.

E. A former Village employee not on leave of absence with or without pay may be rehired on the same status as any new employee.

F. Jury Duty. On proof of the necessity of Jury Duty, leave of absence shall be granted. Employee will be paid regular salary for any scheduled workdays during which employee must perform jury duty.

## **ARTICLE IX - HEALTH BENEFITS**

A. Both eligible employees will be enrolled as participants in the health insurance plans offered to the Village's Managerial, Confidential, and non-representative employees. The Village will provide medical health benefits to both eligible members at no cost to the employee.

Both eligible employees shall enroll in Medicare Part A and B as soon as eligible. The Village will provide secondary health insurance coverage which will serve as a secondary insurer for these employees when they become eligible for Medicare health coverage. Proof of enrollment in Medicare Part A and B must be provided to the Village in order for the Village to provide secondary health insurance. Failure to enroll in Medicare A and B if eligible will result in loss of Village medical insurance benefits. Upon providing proof of enrollment in Medicare Part B, the employer agrees to reimburse the monthly cost of Medicare Part B to the employee and to provide the supplemental medical insurance plan coverage at no cost to the employee. The cost of Medicare Part B premium shall be borne by the employee upon retirement from the Village and the Village shall continue to provide the secondary medical insurance plan at no cost to the employee upon and after retirement.

B. The Village will allow employees not currently eligible for medical insurance benefits the opportunity to participate in the active medical insurance plan provided to the Village's Managerial, Confidential and non-represented employees provided the employee qualifies according to the underwriting requirements of the health insurance plan in the event of a life changing situation such as divorce or death of a spouse. The employee must pay the monthly insurance premium the Village is charged.

C. The Village will allow employees not currently eligible for the CSEA Family coverage EBF Dutchess Dental Plan the opportunity to participate at the employee's expense. The employee must pay the monthly premium the Village is charged by the CSEA Employee Benefit Fund.

D. Effective June 1, 2008, the CSEA Family Coverage EBF Platinum Twelve Vision Plan will be provided at no cost to all employees.

E. The parties acknowledge their firm mutual commitment to long-range goals of health care cost containment. To this end, the parties agree that a Health Insurance Committee be established and shall be continued and shall be made up of two (2) members representing the Village and two (2) members from the DPW unit to be appointment by their unit president, one (1) member from the Crossing Guard Unit to be

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appointed by their unit president and at least one (1) member who is a member of the Village's Police union. This committee will be charged with the following:

1. Reviewing the current health insurance plan(s) for any possible savings in premiums;
2. Investigating alternative coverage and/or carriers for possible savings;
3. That any and all changes in the Village's health insurance plan(s) shall only be negotiated through the Health Insurance Committee and any mutually agreed upon change(s) shall be placed in writing in the form of memoranda and will submit such recommended changes to the union membership and the Village Board for ratification.
4. The Village and CSEA agree that upon ratification of any change, as outlined above, to the health insurance plan(s), by both the Village and each CSEA unit, that the Village and CSEA agree not to conduct further negotiations regarding health insurance plan(s) implementation, unless a specific agreement to do so is agreed upon by the Village and the individual CSEA unit(s).

F. Upon retirement, employees who were not previously eligible for medical insurance coverage as an active employee shall have the opportunity to participate in the Village's Medicare Advantage Plan. The employee must pay the monthly insurance premium the Village is charged by the insurer. In order to be eligible to participate in the Medicare Advantage Plan an employee must provide proof of enrollment in Medicare Part B.

## **ARTICLE X - HOLIDAYS**

A. Each employee shall be entitled to a holiday with full pay on the following days:

**Staff Development Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Floating Holidays - Two (2)**

If employees are required to work on a Staff Development Day due to St. Peter and Paul School being in session, they will be provided with an additional floating holiday.

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B. The Union president will provide the Village by September 15th of each year with the dates that the union will use for floating holidays. These dates must coincide with days when the Hamburg Central School District is not in session.

C. When the Hamburg Central School District does not hold classes on the last scheduled day of the school calendar, the Crossing Guards will receive pay for that day.

D. When a holiday falls on a Saturday it will be celebrated on the preceding Friday. When a holiday falls on a Sunday, it will be celebrated on the following Monday.

#### **ARTICLE XI - RETIREMENT**

The Village will provide, at no cost to employees, statutory New York retirement benefits as permitted or provided by Section 75-I of the Retirement and Social Security Law.

#### **ARTICLE XII - MANAGEMENT RIGHTS**

The Village, as the public employer and as the party ultimately responsible for the proper administration of the affairs of the Village for the benefit of its citizens, residents, and taxpayers, reserves unto all rights not specifically granted to the CSEA under the Public Employees Fair Employment Act or under this Agreement. Except as herein modified, all employees covered by this Agreement shall at all times be subject to the general direction and control of the Chief of Police and to the Board of Trustees of the Village and such employees shall be further subject to all regulations, grievance procedures, and other requirements from time to time adopted by the Board of Trustees of the Village, to the extent that the same are not inconsistent with the terms of this Agreement, and in the event of any such inconsistency the terms of the Agreement shall apply.

#### **ARTICLE XIII - NO STRIKE COVENANT**

The Association, for itself and on behalf of all of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike nor to cause, instigate, encourage or condone a strike by the employees by this Agreement.

#### **ARTICLE XIV - DURATION**

The term of this Agreement shall be four (4) years, and shall become effective on June 1, 2008 and shall remain in full force and effect until May 31, 2012.

## **ARTICLE XV - SEPARABILITY**

If any of the provisions of this Agreement violate any Federal or State Law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with or in violation of such law, but all other provisions of this Agreement shall remain in full force and effect.

## **GRIEVANCE PROCEDURES**

### **ARTICLE XVI - DEFINITIONS**

As used herein, the following terms shall have the following meaning:

- A. "Employee" shall mean any person directly employed and compensated by the Village of Hamburg and covered by this Agreement.
- B. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of this Agreement or the rights claimed thereunder.
- C. "Department" shall mean the Police Department.
- D. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.
- E. Any action of discipline taken by the Village against an employee covered by this agreement who has successfully completed his/her probationary period is subject to the grievance procedure.

### **DECLARATION OF BASIC PRINCIPLE**

Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his or her own choosing at all stages of the grievance procedure.

### **STAGE ONE: PRESENTATION TO DEPARTMENT HEAD**

- A. An employee who claims to have a grievance shall present his or her grievance to the Chief of Police, orally or in writing, within five (5) days after the grievance occurs.

B. The Chief of Police shall discuss the grievance with the employee, shall make such investigation as he deems appropriate, and shall consult with the Board of Trustees to such extent as he deems appropriate, all on an informal basis.

C. Within five (5) days after presentation of the grievance to him, the Chief of Police shall make his decision and communicate the same to the employee presenting the grievance, to the employee's representative, if any, and to the Office of the Mayor.

## **STAGE TWO: APPEAL TO OFFICE OF THE MAYOR**

A. An employee or the employee's representative may appeal from the decision of the Chief of Police within fifteen (15) days after notice of such decision. The appeal shall be taken by submitting to the Office of the Mayor a written statement signed by such employee and the employee's representative, if any, taking the appeal, and containing:

1. The name, residence address, and department of employment of the employee presenting the grievance.
2. The name, residence address, and department of employment of each other employee or official involved in the grievance.
3. The name and address of the employee's representative, if any, and his department of employment if he/she is a fellow employee.
4. A concise statement of the nature of the grievance up to the time of the appeal.
5. A request for a review of the decision of the Chief of Police.

B. The Office of the Mayor shall hold a hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days notice of the time and place of such hearing to the employee, the employee's representative, if any and the Chief of Police, all of whom shall be entitled to be present at the hearing.

C. The Office of the Mayor shall make his decision and communicate the same in writing within five (5) days to the employee, the employee's representative, if any, and to the Chief of Police.

### **STAGE THREE: ARBITRATION**

- A. If the grievance is still unsettled after the reply of the Office of the Mayor, the employee or the employee's representative, if any, shall file with the Village a written notice for arbitration.
- B. The arbitration proceedings shall be conducted by an arbitrator to be selected in accordance with the rules and procedures of the New York State Public Employment Relations Board upon request of either party.
- C. The arbitrator shall render his decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.
- D. In lieu of proceeding in accordance with the rules of the New York State Public Employment Relations Board, the parties may select an arbitrator by mutual agreement. The cost of the arbitrator shall be shared equally by both parties to this Agreement.
- E. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or impose on either the Village or the CSEA any limitation or obligation not specifically provided for under the terms of the Agreement.
- F. **TIME LIMIT FOR FILING:** If a grievance is not presented within the time limits set forth in this Article, Step One, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee, and/or the CSEA may consider to treat the grievance as denied at that Step and the grievance is automatically appealed to the next Step where the procedural time limits to that Step will be applicable.

### **ARTICLE XVII - NO DISCRIMINATION**

- A. CSEA agrees to continue to admit all employees to membership and to represent all covered employees without regard to race, creed, color, national origin, age, sex, disability or marital status.
- B. The Village agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, age, sex, disability, marital status or the proper exercise by an employee of the rights guaranteed by the Public Employees Fair Employment Act.
-

## **ARTICLE XVIII - ADDRESS CHANGE**

It is the sole responsibility of the employee to keep the Village informed of his/her current home address. The home address on file with the Village constitutes the only official source of record. The Village will not be held liable or responsible for errors resulting from an inaccurate home address on file where it has reference to or applicability of provisions of this Agreement. Address changes are to be made on a form available in the office of the Village Clerk/Treasurer.

## **ARTICLE XIX - PROVISION REQUIRED BY STATUTE**

Pursuant to the requirements of Section 204 (a)(1) of the New York State Public Employees Fair Employment Act, the following notice is made a part of this Agreement:

"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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

## **ARTICLE XX - DUES DEDUCTION OR AGENCY SHOP**

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues or agency shop fees. Such dues or fees shall be remitted to the Civil Service Employees Association, Inc., Local 1000 AFSCME, 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008

VILLAGE OF HAMBURG

Thomas G. Mouch 7/31/08  
Mayor date

Donald P. Olszewski 7/31/08  
Village Administrator date

CIVIL SERVICE EMPLOYEES ASSOCIATION HAMBURG CROSSING GUARDS UNIT

Ann L. Mear 8-20-08  
Unit President date

Richard Orson 6/9/08  
Labor Relations Specialist date

Negotiating Committee

Marie J. Duddy 6/20/2008  
date

Sandra L. Littlefield 6/11/08  
date

Wonna M. Borgart 8-21-08  
date

Ann E. Grandwater 8-22-08  
date

\_\_\_\_\_  
date

RECEIVED

Village of Hamburg (Crossing Guards)

MAY 29 2008

Village of Hamburg, Clerk

MEMORANDUM OF AGREEMENT

Coverage under the CSEA Employee Benefit Fund Retiree Dental Plan (the "Plan") administered by the CSEA Employee Benefit Fund (the "Fund") shall be available to any member of the CSEA bargaining unit who retires and meets the following criteria:

1. The member retires directly from employment with the employer during the term of the current collection bargaining agreement.
2. The member has coverage under a Fund-sponsored Dental Plan at the time of his or her retirement.
3. The member agrees in writing to comply with all requirements of the Fund which are applicable to retiree coverage at the time of his or her retirement.
4. The member agrees in writing to pay for any and all premiums for coverage under the Plan.

The Employer has no obligation to pay for coverage under the Plan.

The Fund agrees to hold the Employer harmless from any liability in connection with the cost of providing coverage under the Plan and indemnify and hold harmless the Employer regarding any and all claims arising from this Plan and/or Fund.

Neither the Unit nor the Employer shall use this Memorandum of Agreement as precedent in future collective bargaining agreement negotiations or as a past basis.

Thomas J. Moush  
Signature

Richard A. ...  
Signature (LRS)

MAYOR  
Title

\_\_\_\_\_  
Title

4/21/08  
Date

4/13/08  
Date

