



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Rouses Point, Village of and Rouses Point Unit 6470, CSEA Local 1000, AFSCME, AFL-CIO, Clinton County Local 810 (1999)

Employer Name: Rouses Point, Village of

Union: Rouses Point Unit 6470, CSEA, AFSCME, AFL-CIO

Local: 1000, Clinton County Local 810

Effective Date: 06/01/99

Expiration Date: 05/31/04

PERB ID Number: 8410

Unit Size: 24

Number of Pages: 27

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8410_05312004

Rouses Point, Village Of And Csea
Local 810 (Village Employees)

2077 Clerk Dechard K1
12255 Final Copy JEN

AGREEMENT

by and between

VILLAGE OF ROUSES POINT

and

CIVIL SERVICE
EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO
CSEA CLINTON COUNTY LOCAL 810, VILLAGE OF ROUSES POINT UNIT 6470

June 1, 1999 – May 31, 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 06 1999

OFFICE OF THE CHAIR

*24 Employees
under Contract*

Table of Contents

| | |
|--|----|
| ARTICLE I – AGREEMENT..... | 1 |
| ARTICLE II – RECOGNITION..... | 1 |
| SECTION 1..... | 1 |
| SECTION 2..... | 1 |
| SECTION 3..... | 2 |
| SECTION 4..... | 3 |
| SECTION 5..... | 4 |
| SECTION 6..... | 4 |
| ARTICLE III – STANDARD WORKWEEK..... | 4 |
| ARTICLE IV – OVERTIME AND COMPENSATORY TIME..... | 4 |
| ARTICLE V – HOLIDAYS..... | 5 |
| ARTICLE VI – EMERGENCY CALL-OUTS..... | 6 |
| ARTICLE VII – VACATION..... | 6 |
| SECTION 1 – APPORTIONMENT ELIGIBILITY..... | 6 |
| SECTION 2 – VACATION USE..... | 7 |
| SECTION 3 – VACATION CREDIT..... | 8 |
| ARTICLE VIII – FUNERAL LEAVE..... | 8 |
| ARTICLE IX – SICK LEAVE..... | 8 |
| SECTION 1 – GENERAL POLICY..... | 8 |
| SECTION 2 – RATE OF ACCRUAL..... | 9 |
| ARTICLE X – PERSONAL LEAVE..... | 9 |
| ARTICLE XI – ON-THE-JOB INJURY TIME..... | 10 |
| ARTICLE XII – JURY DUTY PAY..... | 10 |
| ARTICLE XIII – MATERNITY LEAVE..... | 10 |
| ARTICLE XIV – MILITARY LEAVE..... | 11 |
| ARTICLE XV – LEAVES OF ABSENCE..... | 11 |
| ARTICLE XVI – INSURANCE COVERAGE..... | 12 |
| ARTICLE XVII – WORK CLOTHES..... | 14 |
| ARTICLE XVIII – RETIREMENT BENEFITS..... | 15 |
| ARTICLE XIX – PROBATIONARY PERIOD..... | 15 |
| ARTICLE XX – PERSONNEL FILES..... | 15 |
| ARTICLE XXI – DISCRIMINATION..... | 16 |

| | |
|--|----|
| ARTICLE XXII - OFF DUTY STUDY | 16 |
| ARTICLE XXIII - GRIEVANCE PROCEDURE..... | 17 |
| ARTICLE XXIV - MISCELLANEOUS | 19 |
| BIDDING PROCEDURE | 19 |
| PERFORMANCE EVALUATIONS | 19 |
| ARTICLE XXV - SALARY SCHEDULE..... | 20 |
| ARTICLE XXVI - DURATION OF AGREEMENT | 21 |
| APPENDIX A - INSURANCE | 22 |
| APPENDIX B | 23 |
| APPENDIX C | 24 |

ARTICLE I – AGREEMENT

This collective bargaining agreement is between the Village of Rouses Point, by its Board of Trustees sometimes referred to herein as "Village," "Board," "Board of Trustees" and "Employer" and Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, CSEA Clinton County Local 810, Village of Rouses Point Unit, its officers and its members, sometimes referred to herein as "Association," "CSEA," "Unit" and "Employee." In consideration of this covenant and the terms herein contained, the parties hereto agree.

ARTICLE II – RECOGNITION

Section 1

The Village Board of Trustees hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment.

Included within this bargaining unit are all full time and part-time employees of the Village of Rouses Point.

Excluded from CSEA representation are the following: Seasonal Employees, Temporary Employees, Village Treasurer, Deputy Village Treasurer, Village Clerk, Public Works Supervisor, Chief Police Officer, Constable, and "on call" Police Officers that work on a seasonal basis.

Section 2

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction (check-off) of membership dues, premiums for all forms of CSEA-sponsored insurances, and such other voluntary deductions as mutually agreed to by CSEA and the employer with this privilege accorded to no other employee organization or any other organization.

The employer agrees to make separate deductions for membership dues and each insurance plan on a weekly payroll period basis for those employees who have

signed authorizations permitting such payroll deductions. The employer will provide an itemized alphabetical listing by bargaining unit showing:

1. Employee name
2. Social Security number
3. Dollar amount deducted for membership dues
4. Dollar amount(s) deducted for each separate CSEA sponsored insurance
5. Home address
6. Annual salary
7. Job title.

The employer agrees to provide a separate check made payable to CSEA, Inc. for membership dues and separate checks for the various insurance programs made payable to Jardine Group Services Corporation.

At the close of each monthly payroll period the checks and listings shall be forwarded by the employer to:

Civil Service Employees Association, Inc.
143 Washington Avenue
Capitol Station Box 7125
Albany, New York 12224

or such other address as may be agreed to by CSEA, Inc.

The employer agrees that deductions for membership dues and CSEA sponsored insurance premiums will become effective with the current payroll being prepared upon receipt of notification to the employer from CSEA. Deductions for membership dues and insurance premiums will remain in effect during the term of employment of the member unless written authorization is received from the employee revoking membership and/or insurance premiums. Revocation of membership dues automatically revokes insurance premiums. The employer agrees to provide a copy to CSEA, Inc. of each revocation of membership dues and/or CSEA sponsored insurance plan deductions it receives.

Section 3

Civil Service Employees Association, Inc. having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement shall have agency shop fee deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA in an amount

equivalent to the membership dues levied by CSEA, Inc. The employer shall made a separate deduction for agency shop fees and remit the amount so deducted with an itemized alphabetical listing by bargaining unit showing:

1. Agency shop fee payor name
2. Social Security number
3. Dollar amount deducted for agency shop fees
4. Home address
5. Annual salary
6. Job Title

A separate check made payable to CSEA, Inc. covering the agency shop fee deductions along with the listing will be forwarded at the close of each monthly payroll period to:

Civil Service Employees Association, Inc.
143 Washington Avenue
Capitol Station Box 7125
Albany, New York 12224

Agency shop fee deductions will commence from the employee's first paycheck and continue until such time as CSEA notifies the employer to commence membership dues deductions. It is agreed that the employer shall be held harmless regarding this agency shop deduction.

Section 4

On the effective date of this agreement the employer shall supply Civil Service Employees Association, Inc., or its authorized representative, a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided on a yearly basis.

The employer shall supply to CSEA, Inc., or its authorized representative, on a monthly basis the name, item number, work location and date of hire of all new employees. In addition, the employer shall supply a listing of employees who terminate their employment showing the item number and work location.

Section 5

The union and its designated agents shall have the sole and exclusive right to have access to members of the bargaining unit during working hours to administer this agreement and to explain CSEA, Inc.'s sponsored benefits and programs as long as this does not interfere with operations of any of the Village departments.

The employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by CSEA shall be provided access to bargaining unit employees. The employer further agrees that it will not permit any other organization or union to hold meetings during work hours for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Village except as is required by law.

Section 6

The Village shall provide the union with space for bulletin boards in each work location for its exclusive use for posting meeting notices, election notices and other pertinent union information. The space allotted for each bulletin board at a work location shall be located in a conspicuous place where employees congregate. Location of an existing or new bulletin board(s) at each work site shall be approved by the Unit President and immediate supervisor.

ARTICLE III – STANDARD WORKWEEK

- A. A workweek shall consist of forty (40) hours per week.
- B. The standard workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight the following Saturday.
- C. A workweek, in computing time, shall include all paid time including vacation time and sick time but in computing the standard workweek, excused, unpaid absences shall not be counted.

ARTICLE IV – OVERTIME AND COMPENSATORY TIME

- A. Any work done in excess of eight (8) hours per day or forty (40) hours in any one week shall be paid at the rate of time and one-half.

- B. Employees whose regularly scheduled workweek is Monday through Friday shall be paid time and one-half of their basic rate for all overtime worked, except for Sundays and holidays. Overtime work on Sunday shall be paid at double the basic rate. Employees who must work on the holidays set forth in Article V shall be paid overtime holiday pay which shall be double the basic rate of pay for the actual hours worked plus the eight (8) hours of normal pay for the holiday.
- C. Employees whose regularly scheduled workweek includes Saturday and Sunday shall be paid at their basic rate. Employees who are normally scheduled to work on a holiday shall receive pay at the rate of one and one-half (1.5) of the basic rate plus eight (8) hours of normal pay for the holiday.

ARTICLE V – HOLIDAYS

- A. The following days shall be considered as holidays and shall be granted with pay:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving, plus the Friday immediately thereafter
- December 24th (day before Christmas Day)
- Christmas Day

- B. In the event that a holiday falls on a Sunday, the following Monday will be celebrated as the holiday. If the holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday.
- C. Any employee shall forfeit being paid for a holiday if absence from work due to illness occurs on the workday immediately preceding or following the holiday unless said illness is certified by a doctor's certificate. Vacation days shall be considered as days worked.
- D. If a holiday falls on an employee's vacation the vacation will be extended by one workday.

- E. All full time employees are eligible for holidays with pay. Regular part-time employees are eligible to receive holidays on a pro rata basis.
- F. If a holiday falls on an employee's scheduled day off the employee shall be entitled to another day off with pay during the fiscal year, to be mutually agreed upon by the employee and the department head.

ARTICLE VI – EMERGENCY CALL-OUTS

When called out, once having departed his/her normal work place at the end of the day, each employee shall receive compensation for the hours worked or a minimum of two hours, whichever is greater. Personnel who are requested to work overtime continuous of that workday before the normal end of work shall not be considered called out.

ARTICLE VII – VACATION

Section 1 – Apportionment Eligibility

- A. All full time employees are eligible to receive vacations with pay. Regular part-time employees are eligible to receive vacations on a pro rata basis.
- B. All new employees who earn vacation during their first calendar year of employment shall be apportioned according to the number of months employed and shall be taken in the next calendar year. In succeeding years the first calendar year of service or any part thereof shall be considered as a whole year.

LENGTH OF VACATION

| <u>Previous Calendar Years of Service</u> | <u>Vacation to be Taken in Current Calendar Year (working days)</u> |
|---|--|
| 0 | none |
| 1 | 10 working days x the number of months of service ÷ 12, then rounded to the nearest whole day |
| 2-4 | 10 days |
| 5-9 | 15 days |
| 10-14 | 20 days |
| 15-19 | 25 days |
| 20-30 | 27.5 days |
| 30+ | 30 days |

All employees hired after June 1, 1996 will have vacation as follows:

| <u>Previous Calendar Years of Service</u> | <u>Vacation to be Taken in Current Calendar Year (working days)</u> |
|---|--|
| 0 | none |
| 1 | 10 working days x the number of months of service ÷ 12, then rounded to the nearest whole day |
| 2-9 | 10 days |
| 10-14 | 15 days |
| 15-19 | 20 days |
| 20-30 | 25 days |
| 30+ | 25 days |

Section 2 – Vacation Use

- A. Vacation time must be taken in segments of two (2) hours or greater except vacation time in excess of sixteen hours shall be requested at least one week before the start of vacation. If a regular payday falls during an employee's vacation he shall receive such paycheck in advance, provided that he makes a request in writing for such advance payment at least two weeks prior to his leaving and further, provided that he will be taking a minimum vacation of one week.

Section 3 – Vacation Credit

- A. Any employee who terminated his employment is entitled to the vacation earned in the previous year plus the pro rata vacation earned in the calendar year in which his employment with the Village is terminated.
- B. Employees may accumulate up to ten (10) days vacation from one year to the next provided that they request to do so in writing or that they are not able to take their full vacation allotment due to the Village work requirements.
 - 1) Those employees who are unable to take their vacations because the Village requires the employees to work during the vacation shall have the option to take their vacations at another time during that year or to be compensated by equivalent pay.
- C. Any employee who dies while still in service shall have a lump sum payment made to his beneficiary(ies) for accrued vacation.

ARTICLE VIII – FUNERAL LEAVE

- A. In the event of death in the employee's immediate family the employee shall be excused from work at his request to attend the funeral and shall be paid on a daily basis for all workdays lost up to a maximum of five (5) workdays.
- B. "Immediate family" shall be defined as parents, spouse, children, brother, sister, parents-in-law.
- C. In the event that a death in the immediate family occurs when an employee is on vacation, vacation credits will not be charged against the employee for funeral days he is entitled to.

ARTICLE IX – SICK LEAVE

Section 1 – General Policy

Sick leave is granted to employees to protect them from endangering their health and that of their fellow workers. This is meant to be a protection in case of need for the individual or for the individual's immediate family and/or dependent(s) when ill and not a

benefit to be used whenever wanted. All allowances of such leave shall be in conformity with the stated purpose. Immediate family shall include parents, spouse, children, brothers, sisters and parents-in-law.

Section 2 – Rate of Accrual

Sick leave shall be earned at the rate of one and eighty-five hundredths (1.85) hours per calendar week, credited as of the last day of the week. Sick leave may be accumulated to 2080 hours.

Any false representation made by the employee in connection with a claim for sick leave benefits shall be deemed just cause for discipline.

Accumulated sick leave will not be payable at the time of termination of employment except in case of retirement or death. An employee who dies while still in service will have a lump sum payment made to his beneficiary(ies). Upon retirement with ten (10) years of service or more, up to and inclusive of sixty (60) days of such time may be turned in for payment.

All employees on sick leave shall inform their department heads up to one hour after the prescribed work period commences of their intention to utilize said sick day without loss of said benefits. An employee's failure to report within the above prescribed time or his failure to produce a requested doctor's certificate may result in his loss of sick leave benefits. Sick leave shall not be taken in less than hourly increments.

A yearly pay-out of up to three (3) sick leave days provided that the employee has in excess of 100 sick leave hours "on the books" at the time of the pay-out.

ARTICLE X – PERSONAL LEAVE

A total of two (2) days per calendar year will be allowed for personal leave with no deduction in pay. Professional consultation, family matters and business or financial matters are acceptable purposes for use of personal leave. Personal leave is not intended for use to extend holidays. Leave in this category may be taken without the supervisor's approval if at least four (4) calendar days' notice is given; if less than four calendar days' notice is given the supervisor's approval is required. Leave in this category is not cumulative and when used, the minimum increment of time is two hours.

ARTICLE XI – ON-THE-JOB INJURY TIME

- A. Upon employment every employee shall be granted six (6) injury days with pay and benefits. These injury days, which shall be used only once for that injury, shall be in lieu of the employee utilizing his accrued sick leave in the unfortunate event that he is injured on the job in the course of his duties in such a manner that he would qualify for Worker's Compensation. The injury must be readily apparent or diagnosed by a physician as work-caused. Award of this time is contingent upon the employee filing a C-2 injury report attesting to the injury or the severity thereof and fulfilling the conditions meriting worker's compensation. In the event that the employee is unable to file the C-2 immediately because of the injury, the department head or designee will investigate the function. The first day of the six (6) allowed is the day, or part thereof remaining, on which the employee is injured.
- B. This time is not to be used as sick time nor does it apply to a disability off-the-job situation.
- C. In all on-the-job injuries which preclude an employee from continuing work, the day of the injury is considered a day of work and each employee shall be paid for a full eight (8) hours no matter what the time of injury.

ARTICLE XII – JURY DUTY PAY

- A. Employees who serve as jurors will receive the difference between the jury duty pay and his regular compensation so that he or she will not suffer any loss of salary.
- B. Employees will be required to show their jury pay to the Treasurer's office so that appropriate payment to the employee can be made. Failure to present the juror's paycheck to the Treasurer's office may result in delayed payment of wages.

ARTICLE XIII – MATERNITY LEAVE

- A. Any employee who is incapable of performing her duties because of a maternity disability may utilize accumulated sick leave credits during such absence.

- B. A maternity leave shall be considered to commence on the date on which the employee is no longer capable of performing her duties and shall end on the date that an employee can resume the performance of her duties.
- C. The employee may be requested or required to bring in a doctor's note to verify the date when the employee is no longer capable of performing her duties or when the employee is capable of returning to work. In addition, the employee may be required to submit to a physical examination by a doctor of the Village's choice to verify the starting and ending date of such maternity leave. Such second doctor's opinion will be paid for by the Village.

ARTICLE XIV – MILITARY LEAVE

Employees who are required to attend military summer camp or are recalled for emergency duties shall receive full pay, less any pay received from the military as governed by the federal and/or state laws. Personnel who elect to take vacation time during this service shall receive both their vacation pay and their military pay.

ARTICLE XV – LEAVES OF ABSENCE

All leaves of absence other than those prescribed by law are as follows:

- A. All leaves of absence shall be granted or denied by the Village Board. The Village Board's decision in this matter shall be final and binding on all parties.
- B. When an employee is absent without leave and without an explanation therefor for a period of five working days such leave shall be deemed to constitute a resignation, effective on the date of the commencement of such absence.
- C. The failure of an employee to return to his position within five consecutive working days following the expiration of a leave of absence or extension thereof, without submitting an explanation therefor within such consecutive five day period, shall constitute a resignation which, for the purpose of determining eligibility for reinstatement, shall be deemed to be effective as of the date of the commencement of said leave of absence. Nothing herein shall be deemed to excuse the

unauthorized leave of absence and such failure may be regarded as misconduct in the appropriate line of procedure.

ARTICLE XVI – INSURANCE COVERAGE

The Village will provide for its employees the following benefit programs:

- A. Worker's Compensation. Worker's Compensation benefits will be provided for injury or an occupational illness sustained on the job as required by law. Such benefit will be provided without cost to the employee.
- B. Disability Compensation. Disability compensation benefits will be provided for injuries or illness sustained off the job as required by law. Such benefit shall be provided with an employee contribution as provided by law to a maximum employee contribution of thirty cents (\$.30) per week.
- C. Group Health Insurance. All employees shall be permitted to participate in group health insurance coverage provided by the Village consisting of the employee's choice of Blue Shield of Northeastern New York Secure Blue, Blue Shield of Northeastern New York Health Flex or Partners Plan at the individual or family coverage level as is applicable to the employee and any dependents under the rules of the selected plan. Such group health insurance plans offered shall provide Major Medical benefits. See Appendix A.
 1. Employee Premium Contribution
 - a. Effective January 1, 1999 each employee shall contribute to the premium cost an amount equal to 25% of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum employee contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.
 - b. Effective January 1, 2000 each employee shall contribute to the premium cost an amount equal to 30% of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the

monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum employee contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.

- c. Effective January 1, 2001 each employee shall contribute to the premium cost an amount equal to 35% of the of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.
- d. Effective January 1, 2002 each employee shall contribute to the premium cost an amount equal to 40% of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.
- e. Effective January 1, 2003 each employee shall contribute to the premium cost an amount equal to 45% of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.
- f. Effective January 1, 2004 each employee shall contribute to the premium cost an amount equal to 50% of the difference between the current monthly premium cost of individual or family plan health insurance coverage and the monthly premium cost of the same level of coverage effective January 1, 1997 to a maximum contribution of \$15 per week. The rates applicable to the plans as of January 1, 1997 are denoted at the bottom of Appendix A.

2. Health Insurance at Retirement

- a. Eligibility

- 1) All employees hired before February 1, 1997 and who achieve ten (10) or more years of service to the Village at retirement with the Village shall receive health insurance benefits in retirement provided by the Village.
- 2) All employees hired on or after February 1, 1997 and who achieve twenty (20) years or more of service to the Village at retirement with the Village shall receive health insurance benefits in retirement provided by the Village.
 - a. Benefit Offering. Health insurance benefits provided to employees at retirement shall not exceed those provided to current employees.
 - b. Contribution at Retirement. All employees who are otherwise eligible to receive health insurance benefits provided by the Village in retirement shall be required to continue premium contribution amounts into retirement as are in effect for current employees which are described above to a maximum contribution amount of 3% of their gross annual retirement salary.

ARTICLE XVII – WORK CLOTHES

Effective June 1st of each contract year:

- A. The Village will provide three (3) sets of uniforms for each employee engaging in work that would soil personal clothes, consisting of 3 pairs of jeans, 3 work shirts, 3 t-shirts and 1 jacket and will replace any article damaged beyond repair if said damage is incurred either at work or as the result of a major disaster such as a house fire. The Village will not clean said items at its expense, this being the individual employee's responsibility. These items are not the personal property of the employee. Items provided under this paragraph must be worn at the workplace.
- B. The Village will provide a set of foul-weather gear every other year for current employees and new employees exposed to harsh climatic conditions consisting of a heavy coat with hood, heavy pants and gloves. These articles remain the property of the Village and will be dry cleaned once a year at Village expense. Said items are not for personal use off the work site and the items provided hereunder must be worn.

- C. Except for items of personal wear, the Village will supply the necessary safety equipment, including safety shoes, for the personal protection of its employees. The Village will provide a \$100 safety shoe allowance which will be paid every year. Those employees entitled to this allowance must wear the shoes while at work.
- D. The Village will agree to meet with CSEA in a labor/management meeting within 30 days of the execution of any agreement to decide on the nature of uniforms.

ARTICLE XVIII – RETIREMENT BENEFITS

- A. The Village shall continue to enforce all provisions of the New York State Retirement Plan for all eligible employees.
- B. All eligible employees shall also be credited for unused sick leave upon retirement up to a maximum of one hundred sixty-five (165) days in accordance with the enabling provisions specified by 41-j of the New York State Retirement and Social Security Law.
- C. Tier 3 employees shall be required to pay the portion established by the New York State Retirement System.
- D. An employee must give at least three months' notice before he retires; otherwise his final payment may be held for a time.

ARTICLE XIX – PROBATIONARY PERIOD

The probationary period of each employee shall be not less than eight (8) weeks nor more than twenty-six (26) weeks. Sick leave shall be earned and holidays paid during the probationary period. However, although vacation leave provisions shall be earned by a probationary employee he shall not take time during the probation time nor shall he be credited with same until completion of his probation period.

ARTICLE XX – PERSONNEL FILES

Upon request, an employee shall be permitted to examine his own personnel file. No derogatory material shall be placed in an employee's personnel file unless that employee has had an opportunity to read the material.

Employees shall acknowledge that they have read such material by affixing their signature to the actual copy to be filed with the understanding that the signature merely signifies that they have read the material to be filed and does not necessarily indicate agreement with its contents.

Employees shall have the right to answer any material filed and their answer shall be attached to the file copy. Any material which is to be placed in the personnel files of employees that is intended as a disciplinary measure such as a letter of reprimand, shall not be placed in such files if employees invoke their right to challenge the disciplinary action through the use of the discipline and discharge procedure contained in this Agreement.

Any derogatory material other than disciplinary shall be removed after twelve months if a further infraction of the same nature has not occurred.

ARTICLE XXI – DISCRIMINATION

- A. CSEA agrees to continue to admit all employees to membership and to represent all employees without regard to race, creed, color, national origin, age, sex, disability, 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, sex, age, disability, marital status, or the proper exercise by an employee of the rights guaranteed by the Public Employees' Fair Employment Act.
- C. Claims of discrimination shall not be subject to review under the provisions of this Agreement.

ARTICLE XXII – OFF DUTY STUDY

Any course of study which is pursued by an employee which is truly related to his job will be reimbursed for reasonable expenses incurred by taking that course, up to a maximum of two hundred dollars (\$200) per year, provided that the employee remains in the Village employ a minimum of six months after completion of the course. If the

employee should terminate earlier than six months, any amount reimbursed will be deducted from his final paycheck. Reimbursement for hours spent studying is not considered a valid expense, however, tuition cost, books and supplies are. The Village shall make the final determination if a course is job-related or not and prior approval must be obtained before taking the course for it to be eligible for reimbursement. Reimbursement is subject to the employee successfully completing the course.

ARTICLE XXIII – GRIEVANCE PROCEDURE

This procedure shall be utilized by all parties to this agreement for contract grievances, non-contract grievances and all disciplinary cases. Contract grievances shall be subject to all steps of the grievance procedure unless the parties mutually agree otherwise or the grievance is settled prior to Step 2. Non-Contract grievances shall not be arbitrable and will be subject to a final decision at Step 1 of the grievance procedure. Disciplinary grievances shall be initiated at Step 2 of the grievance procedure and if not settled may be submitted by CSEA to binding arbitration.

- A. **Contract Grievance** – A contract grievance is a dispute concerning the interpretation, application or claimed violation of specific terms or provisions of this Agreement.
- B. **Non-Contract Grievance** – Any work-related event or working condition which affects the welfare of any or all members of the bargaining unit. A non-contract grievance shall be claimed only in those matters which are not covered by the contract grievance or disciplinary grievance procedures.
- C. **Disciplinary Grievance** – A disciplinary grievance is a dispute concerning a proposed penalty levied by the employer against an employee in this unit for any act of incompetency or misconduct. All employees in the unit shall be allowed the use of either the contract grievance procedure in matters of discipline and discharge or Civil Service Law Section 75.
- D. **Time Limits** – The employee shall submit the grievance at Step 1 orally or in writing not later than 15 working days after the date on which the alleged act or omission giving rise to the grievance occurred.

The grievance procedure for matters other than job classification shall be as follows:

Step 1 – The employee shall present the grievance orally or in writing to the Mayor or designee not later than 15 working days after the date on which the alleged act or omission giving rise to the grievance occurred. The person so designated to receive grievances may require the employee to meet in an effort to settle the grievance informally. The person receiving the grievance shall take any other steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee within 15 working days following the date of submission.

Step 2 – If the employee or Civil Service Employees Association is not satisfied with the decision at Step 1 and CSEA determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board of Trustees or its designee, within 15 working days of the decision at Step 1. Within 15 working days after such written notice of submission to arbitration, the Board or its designee and CSEA shall request a list of arbitrators from the Public Employment Relations Board in the selection of an arbitrator.

The selected arbitrator will hear the matter promptly and will issue his decision not later than 30 calendar days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings on the issue or issues with his reasoning and conclusions based solely upon the application and/or interpretation of this Agreement. The cost of the arbitrator shall be borne equally by both parties. The arbitrator's award shall be final and binding on both parties.

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 may be appealed to the next step within the same time period as if a decision had been rendered.

In matters of discipline the employer shall serve written charges on the employee stating the nature of the charges and the proposed remedy. In all disciplinary matters the burden of proof shall be on the employer and no disciplinary penalty shall be imposed until the grievance has been resolved or until a CSL Section 75 hearing has been completed.

ARTICLE XXIV – MISCELLANEOUS

Bidding Procedure - All vacancies and new positions shall be posted in the Village first. Seniority will be considered along with other factors in determining promotional opportunities and transfers.

Performance Evaluations – The Village will agree to convene a labor/management meeting within 30 days of the executive of any agreement to discuss the implementation of performance evaluations.

ARTICLE XXV - SALARY SCHEDULE

| NAME | GR | 6-1-99 | 6-1-00 | 6-1-01 | 6-1-02 | 6-1-03 |
|-------------------|----|--------|--------|--------|--------|--------|
| ARNO, Benjamin | 12 | 16.75 | 17.35 | 17.82 | 18.46 | 18.96 |
| ASHLINE, Clarence | 7 | 10.44 | 10.88 | 11.31 | 11.78 | 12.23 |
| BAILEY, Carolyn | 4 | 11.16 | 11.59 | 12.06 | 12.53 | 13.03 |
| BARCOMB, Ernest | 6 | 11.69 | 12.14 | 12.61 | 13.09 | 13.59 |
| BARCOMB, Nelson | 9 | 14.31 | 14.84 | 15.31 | 15.87 | 16.37 |
| BENNET, Kim | 5 | 9.58 | 9.97 | 10.44 | 10.85 | 11.35 |
| BERNARD, John | 8 | 11.77 | 12.22 | 12.69 | 13.17 | 13.67 |
| CLARK, Tim | 4 | 9.06 | 9.43 | 9.90 | 10.30 | 10.80 |
| DEAN, Grant | 1 | 7.48 | 7.80 | 8.27 | 8.62 | 9.12 |
| GELINEAULT, Bryan | 6 | 10.11 | 10.51 | 10.98 | 11.41 | 11.91 |
| HANFIELD, Carol | 2 | 10.63 | 11.05 | 11.52 | 11.96 | 12.46 |
| HILL, Gerald | 1 | 12.21 | 12.68 | 13.15 | 13.64 | 14.14 |
| LAUNDRIE, Tom | 5 | 12.73 | 13.21 | 13.68 | 14.19 | 14.69 |
| LEFEBVRE, Aaron | 7 | 11.25 | 11.69 | 12.16 | 12.62 | 13.12 |
| LEMIEUX, Mike | 5 | 12.82 | 13.30 | 13.77 | 14.28 | 14.78 |
| MacCALLUM, Daniel | 8 | 13.40 | 13.90 | 14.37 | 14.90 | 15.40 |
| MOLINSKI, Gary | 12 | 14.31 | 14.84 | 15.31 | 15.87 | 16.37 |
| O'BRIAN, Mike | 12 | 14.92 | 15.47 | 15.94 | 16.52 | 17.02 |
| PASSNO, Steve | 1 | 10.63 | 11.05 | 11.52 | 11.96 | 12.46 |
| PELKEY, Brian | 12 | 14.09 | 14.61 | 15.08 | 15.63 | 16.13 |
| REID, Tom | 12 | 14.31 | 14.84 | 15.31 | 15.87 | 16.37 |
| RILEY, Mike | 6 | 11.16 | 11.59 | 12.06 | 12.53 | 13.03 |
| STERLING, Robert | 7 | 11.77 | 12.22 | 12.69 | 13.17 | 13.67 |
| SUPERNAUNT, Dave | 1 | 7.22 | 7.54 | 8.01 | 8.35 | 8.85 |

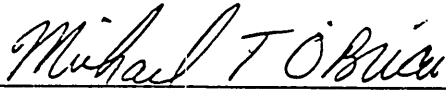
- a) Initial placement is based on the number of year's service at or above current grade.
- b) Any jump in grade will be accompanied by the lowest step within that new grade that results in an increase in existing rate of pay.
- c) Any drop in grade will refer back to a) for step placement.

ARTICLE XXVI – DURATION OF AGREEMENT

This Agreement is effective as of June 1, 1999 and shall continue in force and effect, subject to the other provisions contained herein, until May 31, 2004.

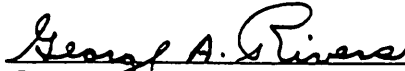
For CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.

FOR THE VILLAGE OF ROUSEPOINT
BOARD OF TRUSTEES



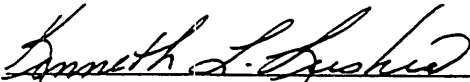
Michael O'Brian, Unit President

Date: 7/30/99



George Rivers, Mayor

Date: 08/03/99


Kenneth L. Lushia, LRS

Date: 7/30/99

APPENDIX A – INSURANCE

Effective January 1, 1999 through December 31, 1999

Secure Blue with Drug Card at \$5/\$20

| Individual | Two Person | Family | Medicare |
|------------|------------|--------|----------|
| 215.68 | 484.70 | 553.85 | 309.03 |

Health Flex

| Individual | Two Person | Family | Medicare |
|------------|------------|--------|----------|
| 173.65 | 355.98 | 474.50 | n/a |

Partners with Drug Card at \$5/\$15/\$25

| Individual | Two Person | Family |
|------------|------------|--------|
| 157.87 | n/a | 422.90 |

Former Rates

Effective January 1, 1997 through December 31, 1997

Drug Card at \$5/\$10

Secure Blue

| Individual | Two Person | Family | Medicare |
|------------|------------|--------|----------|
| 176.80 | 89.76 | 444.16 | 247.84 |

Health Flex

| Individual | Two Person | Family | Medicare |
|------------|------------|--------|----------|
| 147.24 | 301.83 | 402.29 | 182.52 |

MVP Group #90499

| Individual | Two Person | Family |
|------------|------------|--------|
| 148.47 | 295.94 | 380.53 |

APPENDIX B
GRADE CLASSIFICATION

| GRADE | TITLE |
|-------|--|
| 12 | Line Supervisor, Chief WP Op., Chief WWTP Op, Recreational Facility Mgr. |
| 11 | (reserved) |
| 10 | (reserved) |
| 9 | Public Works Crew Supervisor |
| 8 | Line Worker, Machine Equipment Operator Mechanic |
| 7 | PW Maintenance Worker, Heavy Equipment Oper., Police Officer (full time) |
| 6 | WWTP Oper., WP Oper., Sr. Account Clerk/Typist |
| 5 | Rec. Maint. Worker, Police Officer (part-time) |
| 4 | PW Equipment Oper., Account Clerk/Typist, Lineman Helper , MEO |
| 3 | (reserved) |
| 2 | Typist |
| 1 | Laborer |

APPENDIX C
STARTING SALARIES FOR NEW EMPLOYEES

| GRADE | START | 1 st YR | 2 nd YR | 3 rd YR | 4 th YR | 5 th YR |
|-------|-------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 12 | 13.14 | 13.58 | 14.09 | 14.56 | 15.10 | 15.60 |
| 11 | 12.60 | 13.04 | 13.53 | 14.00 | 14.52 | 15.02 |
| 10 | 12.06 | 12.50 | 12.98 | 13.45 | 13.95 | 14.45 |
| 9 | 11.53 | 11.97 | 12.43 | 12.90 | 13.39 | 13.89 |
| 8 | 10.99 | 11.43 | 11.87 | 12.34 | 12.81 | 13.31 |
| 7 | 10.44 | 10.88 | 11.31 | 11.78 | 12.23 | 12.73 |
| 6 | 9.91 | 10.35 | 10.76 | 11.23 | 11.67 | 12.17 |
| 5 | 9.37 | 9.81 | 10.20 | 10.67 | 11.09 | 11.59 |
| 4 | 8.84 | 9.28 | 9.66 | 10.13 | 10.53 | 11.03 |
| 3 | 8.29 | 8.73 | 9.09 | 9.56 | 9.95 | 10.45 |
| 2 | 7.75 | 8.19 | 8.54 | 9.01 | 9.38 | 9.88 |
| 1 | 7.22 | 7.66 | 7.99 | 8.46 | 8.81 | 9.31 |

- A. Employees receiving a promotion will receive at least a 3% raise.
- B. The Village reserves the right to hire at a level higher than "entry" provided the new hire has previous experience. A new hire will not be placed on a higher level than an existing employee.