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7/14/03

AGREEMENT
BY AND BETWEEN THE
VILLAGE OF GREENPORT
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF GREENPORT UNIT

June 1, 2003 - May 31, 2006

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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7/14/03

THIS AGREEMENT ENTERED INTO THIS 31st day of May 2003 by and between the VILLAGE OF GREENPORT, a municipal corporation of the State of New York in the County of Suffolk, having its principal office at 236 Third Street, Greenport, New York 11944 ("VILLAGE"), and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF GREENPORT UNIT, a membership corporation in the State of New York in the County Of Suffolk, with offices located at 3 Garet Place, Commack, NY 11725 ("CSEA"), to wit,

WHEREAS, CSEA has been duly recognized as the employee organization to represent all persons holding a position by appointment or employment in the Village ("Employees"), except elected officials and supervisory personnel of the Village, for the purpose of negotiating collectively with the Village, to define and mutually determine the terms and conditions of employment of the Employees and to enter into written agreements with respect thereto.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I
RECOGNITION

Section 1. Recognition. The Village recognizes CSEA as the exclusive representative to represent the Employees and does extend to CSEA the following rights:

(a) To represent all Employees in negotiations and in the settlement of grievances for the maximum time permitted under law:

(b) To membership dues deduction, upon presentation of dues deduction authorization cards, signed by individual Employees:

Section 2. Definitions.

(a) "Permanent full-time Employees" shall mean those Employees who have been or are to be employed for twelve (12) consecutive months or more, five (5) days a week and not less than a six (6) hour day.

(b) "Part-time Employees" shall mean those Employees who work less than or who are to be employed to work less than twelve (12) months of the year, or who work less than a five (5) day week or work less than a six (6) hour day.

Section 3. Except as otherwise provided herein, a permanent full-time Employee shall be entitled to all permanent full-time Employee benefits upon commencing employment.

Section 4. Probationary Period. The probationary period for permanent full-time Employees shall be six (6) months.

ARTICLE II
PROTECTION OF EMPLOYEES

Section 1. Representation. Employees shall have the right to be represented by representatives of CSEA, in all proceedings relative to grievances, discipline and terms and conditions of employment.

Section 2. Seniority. Seniority shall be determined on the basis of continuous permanent full-time employment in the service of the Village. Each Department shall establish and maintain a seniority list of Employees in such Department. Promotions, if the Employee is otherwise qualified, shall be from the full-time Employees of the Village at that time.

Section 3. Layoffs. In the event that it is necessary to lay off Employees, layoffs will be accomplished on the basis of seniority within job classifications and the Employee's ability to do

the work that will be required in the remaining employment positions within each Department; i.e., Employees with the least seniority will be laid off unless Employees with the higher seniority are unable to do the work that will be required in the remaining employment positions.

Section 4. Recall. When it becomes necessary to employ additional Employees, such positions shall be offered first to former Employees of the Department, if qualified, who were laid off as provided in Section 3 above. Notice of such vacant positions shall be sent to the Employee's last known address advising that such vacancy exists and offering same to the addressee. A copy of the notice shall be given simultaneously to the President of the CSEA unit. The laid-off Employee so notified shall accept or reject the offer within three (3) days of mailing of the notice and shall be given at least five (5) days from the mailing of the notice to report for duty. The last qualified Employee laid off shall be the first Employee recalled, if qualified. "Qualified Employee" shall mean a former Employee with satisfactory aptitude, competence and conduct in the performance of the job, as determined solely by the Department Head.

Section 5. Legal Services. The Village shall provide legal services at no cost to an Employee against whom an action or proceeding has been commenced involving any matter occurring within the scope of employment as an Employee of the Village. However, this section shall not apply to any disciplinary action instituted by the Village or any dispute or litigation between the Employee and the Village.

Section 6. Personnel File. The Village agrees to maintain only one (1) personnel file for each Employee which shall contain all material with respect to each Employee. The Village further agrees:

(a) That any Employee shall be entitled to examine the Employee's official personnel file upon request to the Village official having custody of the file upon signing a receipt.

(b) That no material derogatory to the Employee, his/her conduct, character or service shall be placed in the personnel file unless the Employee has first been given an opportunity to examine the same and affix his/her signature thereon, which signature shall indicate that the Employee has examined the material, but shall not be deemed to indicate that the Employee in any way consents or agrees with the contents thereof, and the Employee may place in the personnel file a written answer to any material so placed in the personnel file. The Village reserves the right to duplicate these records for official purposes only.

Section 7. Notices. Notice of all positions within the unit or for which unit members are qualified that are created and to be filled by the Village shall be given to the President of the CSEA unit simultaneously with the posting of the positions on all available bulletin boards and all Employees shall be given an opportunity to make application for the positions.

Section 8. Telephones. The Village agrees to furnish telephones at the Sewer Plant and at the Highway Department for safety checks of the Employees on duty.

Section 9. Safety Equipment. The Village agrees to furnish safety glasses at the various facilities of the Village where they are deemed essential to the safety of the Employees using grinding, boring, burring or polishing machines or comparable equipment. The Village also agrees to reimburse up to \$75 per fiscal year for the cost of an approved pair of safety shoes to each Employee who is deemed by the Village to need them by virtue of the nature of the job to which the Employee is assigned by the Department Head. The Department Head may authorize

an additional reimbursement of up to \$75 for a second replacement pair of approved safety shoes in the event that he/she determines that this is warranted for safety reasons.

ARTICLE III
VACATION AND LEAVE OF ABSENCE

Section 1. Vacations. All permanent full-time Employees shall be entitled to the following vacation time with pay:

(a) Employees with at least twelve (12) months of service will be granted five (5) days each year;

(b) Employees with at least two (2) years of service, but less than five (5) years of service, will be granted ten (10) days each year;

(c) Employees with more than five (5) years of service will be granted ten (10) days each year, plus one (1) additional day of vacation with pay for each year of service beyond the five (5) years, up to a maximum of twenty (20) days. "Years of service" shall mean continuous years of service, starting with the Employee's date of hire.

(d) Payment for earned vacation shall be given to all Employees prior to the commencement of such vacation period, provided the Employees have given written notice of the time of commencement to the Department Head at least three (3) weeks prior thereto.

(e) All permanent full-time Employees shall be entitled to pro-rated vacation after completion of six (6) months of service.

(f) Each Employee shall be entitled to use his or her vacation time at his/her discretion with three (3) months' prior written notice to the Department Head. In the event of a scheduling conflict, seniority shall be used to determine which Employee shall receive priority.

Vacation time may be scheduled with less than two (2) months' notice with the approval by the proper Department Head.

(g) Employees shall have the option of receiving pay rather than time off for a total of not more than 10 personal, sick and/or vacation days per fiscal year, provided written notice is provided to the Village Clerk, on a form prepared by the Village after notice to the CSEA, by not later than May 31 of that year.

Section 2. Unused Vacation Time.

(a) Unused vacation time may not be accumulated except upon the written recommendation of the Department Head and the approval of the Village, but an Employee terminating employment during a service year in which he/she has had no vacation shall be paid proportionately for that year as to time since June 1979.

(b) Notwithstanding any prior inconsistent practice: (a) No further accruals of vacation time shall be permitted except as hereinafter provided; (b) Unused vacation time may not be accrued except upon the written approval of the Department Head and the Village Board;

(c) At no time may an employee have more than one year's worth of accrued vacation time credited to him/her.

Section 3. Bereavement Leave. Every Employee shall be entitled to three (3) days leave with pay to bereave the death of a member of the Employee's immediate family. For purposes of this section, "immediate family" shall mean spouse, parent, sister, brother, child, grandparent and step-relation. Furthermore, every Employee shall be entitled one (1) day bereavement leave with pay in the event of an uncle, aunt, cousin or in-law. Death or bereavement leave shall not be available to or used by Employees during periods of vacation or sick leave.

but the payment shall be credited to the Employee by reinstating sick leave used by the Employee, day for day, to the extent received from the Workers' Compensation Board.

Section 5. Payment for Unused Sick Leave. Upon separation an employee shall receive a sum equal to one hundred percent (100%) of his/her accumulated sick leave up to one hundred seventy-five (175) days. Unused accumulated sick leave above one hundred seventy-five (175) days shall be paid at a rate of half pay for any time up to two hundred (200) days accumulation. Said time to be paid in the form of bi-weekly checks equal to his/her pay checks at base wage prior to separation.

Section 6. Holidays. All permanent full-time Employees shall be entitled to the following holidays off with pay: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day (for employees other than clerical employees assigned to work in Village Hall), Veteran's Day, Thanksgiving Day, the day after Thanksgiving (only for clerical employees assigned to work in Village Hall) and Christmas Day. All holidays shall be celebrated on the day designated by the State of New York.

In the event that any of the above designated holidays is a regularly scheduled workday for jobs that are staffed on a twenty-four (24) hour basis, the Employee scheduled to work will do so and receive two and one-half times the regular rate of pay for that day, excluding any differential pay. Permanent full-time Employees who staff jobs on a twenty-four (24) hour basis and who have a regularly scheduled day off on a State designated holiday shall receive one (1) day's pay for that holiday.

Plant personnel required to work a regularly scheduled holiday may forego double time and a half compensation and instead be paid at the rate of time and a half. Such individual may then receive another day off at regular pay. The option to be at the discretion of the individual involved. An individual choosing to exercise this option must first request prior approval of the Department Head.

Employees who are required to report for work due to floods, storms or other emergencies during a regularly scheduled holiday, shall be paid at the rate of double time and one-half the regular rate of pay for all work beyond the eight hours.

Each permanent full-time employee shall be entitled to his/her birthday off with pay and if it shall fall on a Saturday or Sunday then respectively he/she shall have Friday or Monday off and if it shall fall on a State designated holiday celebrated on Monday or Friday then he/she shall have the same day off on the following week.

Section 7. Personal Leave.

(a) Permanent full-time Employees shall be entitled to four (4) days' personal leave with pay on the first day of employment and on every anniversary date thereafter as of right, but the leave shall not be taken without prior notice to the Department Head. The personal leave benefit shall be prorated (one day upon the completion of each three consecutive months' service), during the first year of employment for those employees who are hired other than on June 1 and during the last year of employment for those employees who separate from employment for reasons other than retirement. Personal Leave shall not be given immediately prior to, or following, a regularly scheduled vacation leave. Personal leave as of right will be

carried over from anniversary to anniversary as accumulated sick leave under the provisions of Article III, Section 5.

(b) The Employee must provide not less than three (3) Village business days' notice to the Department Head or his/her designee that the Employee is requesting the use of personal leave time. The Department Head may waive this notice requirement in the event of an emergency. The request for leave shall not be arbitrarily or capriciously denied.

Section 8. Other Leaves of Absence. Permanent full-time Employees desiring a leave of absence shall apply to the Village Board of Trustees for such leave of absence by way of an application through their Department Head. Such a leave of absence shall be granted at the sole discretion of the Board of Trustees.

Section 9. Accrued Leave Time. When an Employee requests personal, compensatory, and/or vacation leave, the Department Head to whom the request has been made shall have the responsibility to determine if the Employee has the leave accrued before approving or disapproving the leave. All employees shall receive a time sheet with their current accrual totals during the months of June and December.

Section 10. Jury Duty. Full-time employees shall receive full pay for up to a maximum of one consecutive calendar month when required to serve on jury duty. All fees received as a result of that service shall be immediately reimbursed to the Village. Employees shall request that they be placed on "on-call" status, where available.

ARTICLE IV
CSEA RIGHTS

Section 1. Labor-Management Committee. The Village agrees to establish a committee to meet with a similar committee to be established by the CSEA when necessary for the purposes of dealing with Employee grievances and working conditions and such other matters as affect the Village and the Employees.

Section 2. Safety Committee. The Village agrees to establish a CSEA-Village Safety committee which will meet at least twice a year, or when deemed necessary by either party because of an existing Village work-related problem, to make recommendations to the Village to correct any procedure or situation which may endanger the safety and welfare of the Employees.

Section 3. Bulletin Boards. The Village agrees to provide a bulletin board at such convenient place in the Village offices or facilities for the posting of notices relating to the business and affairs of the CSEA.

Section 4. CSEA Meetings. The Officers and members of CSEA shall have the right to use Village buildings when available, and not during normal working hours, for meetings of its members and committees provided that the use does not interfere with the use of the buildings by the Village for regular Village business.

Section 5. Dues Deductions. The Village shall deduct dues from members of the CSEA uniformly and consistently on each payroll and promptly pay same to the treasurer of CSEA. Such dues deduction from the salary of each Employee who has authorized same shall continue until written authorization by the Employee to discontinue, change or otherwise amend the dues deduction. Said authorization shall be submitted in duplicate duly signed by the Employee to the

Village Treasurer who shall promptly mail one (1) copy thereof to CSEA Headquarters in Albany, New York. The Village shall assume no liability or responsibility for the disposition of dues deductions after same are paid over to the treasurer of CSEA.

Section 6. Agency Show Fee Clause. All Employees who are not CSEA members shall have deductions from their wages or salaries in the amount equivalent to the dues levied by CSEA and such deductions shall be transmitted to CSEA Headquarters in Albany, New York. The CSEA shall indemnify and save and hold the Village and any and all of its employees, representatives, officers and/or members of the Board of Trustees (collectively "employees") harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Village or any of its employees for the purpose of complying with the agency fee and dues deduction provisions of this Agreement and/or state law. In addition, the CSEA shall reimburse the Village for any and all legal expenses associated with the defense of any such claim, demand or suit.

ARTICLE V **HOURS OF WORK**

Section 1. Workweek/Overtime. The Village normal workweek for all permanent full-time Employees shall not exceed eight (8) hours per day, nor forty (40) hours per week, except that the clerical staff workday shall not exceed seven (7) hours, Monday through Friday inclusive, nor the work week exceed thirty-five (35) hours. In the event that the clerical staff is required to work on Saturdays or in excess of thirty-five (35) hours, they shall be compensated at a rate of one and one half (1 1/2) times the base rate of pay. Each Employee involved may at his/her discretion choose not to be paid at time and a half, but instead receive compensatory time

off at his/her convenience, to be used or paid within the next two payroll periods, subject to the next paragraph. All such overtime must be approved by the appropriate Department Head. The Employee must provide not less than three (3) Village business days' notice to the Department Head or his/her designee that the Employee is requesting the use of compensatory time. The Department Head may waive this notice requirement in the event of an emergency. The request for leave shall not be arbitrarily or capriciously denied.

No employee shall have more than 25 hours of accrued compensatory time. If the employee's accruals exceed 25 hours, then the employee must request and take the excess time within two months at a time(s) agreed upon in writing by the employee and the Department Head. This time frame may be waived in writing by the Village due to, for example, staffing concerns, in which case the employee and the Village will agree upon a new date(s).

Section 2. Overtime Procedure. When overtime is available, the Village will first canvass qualified bargaining unit personnel for the overtime before calling in non-bargaining unit substitutes.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 1.

A. Any and all disputes arising out of or concerning the interpretation or application of the terms of this Agreement shall be adjusted as set forth in this procedure. Grievances must be presented within thirty (30) days of the date the incident is known or should have been known to the Grievant, or the grievance shall be deemed waived. The CSEA and the Village must adhere to the time limitations in each step of the grievance procedure. If a grievance is not appealed to

the next step within the specified time limit or any agreed upon time extension thereof, it shall be considered settled on the basis of the last answer received by the Grievant. Failure to respond to the grievance at any step of the procedure shall be deemed a denial and the Grievant must appeal to the next step within the time limits set forth herein or the grievance shall be deemed settled.

B. In the event the Village seeks to impose discipline against a permanent full-time Employee in a situation otherwise covered by Civil Service Law Section 75, the Employee may elect to proceed under Section 75 or through the grievance procedure, but not both. If the latter course is chosen, all procedures attendant to Section 75 shall apply, except: (1) the grievance shall be commenced at Step 5; (2) the hearing officer shall be an arbitrator chosen through Suffolk County Mini-PERB's procedures; (3) the arbitrator's decision shall be final and binding on the Employee, the CSEA and the Village, subject to appeal which shall be processed pursuant to CPLR Section 7511 in lieu of Civil Service Law Section 76 and/or CPLR Article 78 or any other applicable statute; and (4) the expenses of the arbitration, including a transcript, shall be borne equally by the Village and the CSEA, except that each party shall bear its own legal, arbitration preparation and witness expenses.

C. (i) Step 1. The Grievant and the Grievant's immediate Supervisor shall have an informal discussion in order to attempt to resolve the contractual dispute.

(ii) Step 2. If after the informal discussion, the Grievant still feels aggrieved, the Grievant shall submit a grievance by reducing the complaint to writing and submitting it to his/her immediate Supervisor, within five (5) working days of the conclusion of Step 1. The grievance shall be signed and dated by the aggrieved Employee. The immediate Supervisor shall

give his/her written answer within five (5) working days of receipt of the grievance, and the answer shall be signed and dated by the Supervisor.

(iii) Step 3. If no answer is given or the grievance is not satisfactorily resolved at Step 2 and the Grievant wishes to appeal, the grievance shall be dated, signed and submitted in writing by the Grievant to his/her Department Head within five (5) working days from the conclusion of Step 2.

(iv) Step 4. If no answer is given or the grievance is not resolved at Step 3 and the Grievant wishes to appeal, the grievance shall be dated, signed and submitted in writing by the Grievant to the Mayor within five (5) days from the conclusion of Step 3. The Mayor shall give his/her answer within ten (10) working days of receipt of the grievance. The answer shall be signed and dated by the Mayor.

(v) Step 5. If no answer is given or the grievance is not resolved at Step 4, the CSEA or the Village may submit the grievance to binding Arbitration within ten (10) working days from the conclusion of Step 4. The CSEA and the Village agree to utilize the services of the Suffolk County Department of Labor. The party submitting the Demand for Arbitration of the grievance shall sign, date and submit the Demand for Arbitration in writing to the Suffolk County Department of Labor, with a copy sent to the other party. The expenses of the Arbitration shall be borne equally by both the CSEA and the Village. However, the CSEA and the Village shall each bear its own legal, arbitration preparation and witness expenses for the proceeding.

The Arbitrator shall have the opportunity to render a final and binding Award upon any timely and properly submitted grievance by either the CSEA or the Village, that the

other has violated this Agreement, except that the Arbitrator shall not have the authority to add, subtract or modify, in any way, any of the provisions of this Agreement. The Arbitrator shall render his/her Decision within thirty (30) days from the close of the hearing.

ARTICLE VII
SALARIES AND COMPENSATION

Section 1. Salaries. Effective June 1, 2003, June 1, 2004 and June 1, 2005, Employees shall receive the rates of compensation set forth in the annexed schedule.

Section 2. Longevity. All Employees covered by this Agreement will receive longevity increments as follows:

(a) The actual pay for each increment is as follows:

After ten years of service \$452.20 per year

After fifteen years of service \$565.62 per year

After twenty years of service \$679.04 per year

After twenty-five years of service \$905.88 per year

After thirty years of service \$1,053.22 per year

(b) It is agreed that on the effective date of this Agreement every Employee who is entitled to one of the above increments shall begin receiving 1/26th of that increment each pay day. Eligible employees will receive an increase in each pay day as follows:

\$17.39 per pay period for the \$452.20, 10 year increment

\$4.36 per pay period for the \$113.42 increase at 15 years

\$4.37 per pay period for the \$113.42 increase at 20 years

\$8.72 per pay period for the \$225.84 increase at 25 years

\$5.67 per pay period for the \$147.34 increase at 30 years

Section 3. Night Differential. Employees scheduled to work shifts between the hours of three o'clock P.M. (3:00) and seven o'clock A.M. (7:00) shall receive a wage differential of ten (10%) percent above the regular rate of pay.

Section 4. Overtime. Employees who are required to work in excess of eight (8) hours in any workday, except as provided for in section 2, above, shall be compensated therefor at the rate of one and one half (1 1/2) times the regular rate of pay. Sick days during such week shall be counted in arriving at the first forty (40) hours an Employee works in such week. For the purpose for determining the 35/40 hour per week threshold for contractual overtime purposes, any paid absence from work due to sick, personal, vacation, holiday or compensatory time shall be construed as time worked.

For FLSA payroll purposes in determining the 40 hours per week threshold, no paid absence from work shall be counted as time worked.

Section 5. Stand By.

(a) Any Employee ordered to stand by for a possible "call-out" by a Department Head shall be granted equal compensatory time off at the convenience of the Employee. Department Heads must clearly state to Employees when they are placed on stand-by and when they are off stand-by.

(b) When an Employee is required to be on stand-by call-out during one of the holidays granted above, the Employee called to stand-by shall perform normal Sewer Plant operation functions or normal Water Plant operation functions and be available to assist the

power plant operator. The Employee thus required to be on stand-by shall be compensated two (2) times the regular rate of pay.

Section 6. Call-Outs. Employees who are required to report for work due to floods, storms or other emergency after regular working hours shall be deemed, for purposes of this Agreement to have commenced work when they are called out and shall be paid a minimum of three (3) hours at the rate of one and one-half (1 1/2) times the regular rate of pay. An Employee so called shall be given a reasonable time to report to duty. In the event of more than one call-out in a twenty-four (24)-hour period, the Employee shall be paid at straight time for the period worked after the first "call out."

Section 7. No Pyramiding. Notwithstanding any other provision of this Agreement, there shall be no pyramiding of overtime or other premium payments.

Section 8. Pension Plan. The Village agrees to provide the retirement program stated in New York Retirement and Social Security Law § 75-c for permanent full-time Employees. The Village has provided the retirement program stated in Retirement and Social Security Law § 75-i for those Employees.

Section 9. Merit Clause.

(a) In the event that an Employee is promoted or assumes additional duties and responsibilities, the Employee shall receive a salary increase that reflects the added duties and responsibilities. In no event will the salary increase be less than five (5%) percent of the average CSEA salary.

(b) In the event that the Village Board determines that an Employee has acquired substantial expertise in his/her area of employment by virtue of work experience, the Board may

grant an increase in the Employee's base salary of not less than five (5%) percent of the average CSEA salary.

(c) Earned Credits. Upon completion of a job related course of study of at least thirty (30) hours or three (3) credits, an Employee shall receive an increase in salary of not less than five (5%) percent of the average CSEA salary provided the Employee had the prior approval of his/her Supervisor to commence such study.

Section 10. Flexible Spending Plan. An Internal Revenue Code § 125 flexible spending plan related to health insurance has been implemented by the Village. It is understood that before the plan is utilized by a particular unit member, he/she shall first agree in writing to indemnify and save the Village harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the Village for the purpose of complying with this Section.

Section 11. Out-Of-Title Work.

A. If the Water Treatment Operator, Waste Water Treatment Operator, Electric Light Plant Operator or the Foreman of the Road Department is on vacation or sick leave, and an Employee in a lower classification is assigned to perform the absent Operator's duties and responsibilities, the Employee so assigned shall be compensated as follows:

(a) If the Employee has a current valid license to perform the Operator's duties and responsibilities, an hourly stipend for each hour worked in the higher classification equal to fifty (50%) percent of the difference between the base salaries of the Operator and the Employee;

(b) If the Employee does not have such a license, an hourly stipend equal to twenty-five (25%) percent of the difference between those base salaries for each hour worked in the higher classification.

B. If an Employee in Village Hall in a lower classification is assigned to perform the duties and responsibilities of another person in Village Hall who is in a higher classification due to the latter's absence on vacation or sick leave, the Employee so assigned shall be compensated by an hourly stipend equal to twenty-five (25%) percent of the difference between the base salaries for each hour worked in the higher classification.

ARTICLE VIII **OTHER BENEFITS**

Section 1. Health Insurance. The Village agrees to provide a variable contribution group type health insurance plan for all employees and their families under the Empire Plan and the Village shall pay the full cost for such plan for employees and family.

Section 2. Health Insurance Declination Bonus. Employees may opt out of the Village's health insurance program in whole or in part for a period of a full year by completing the appropriate form furnished by the Village. In order to be eligible for this option, the Employee must certify that he/she has health insurance through a source other than the Village.

An employee opting out of the Village's health insurance program in whole or in part shall be paid twenty-five (25%) percent of the premium savings, provided he/she maintains his/her waiver (remains out) for a full year. Payments shall be subject to all usual payroll deductions and shall be made on the first Friday in May which is not a payday.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year (or, if April 30 is a weekend or a Village holiday, then on the last Village business day immediately preceding April 30), with the provisions of this Section taking effect on June 1. Once a waiver form has been filed with the Village, the waiver shall continue to be in effect from year to year thereafter until the Employee elects to reenroll; and the Employee shall be entitled to the applicable payment for waiver for each full year his/her waiver is in effect.

It is understood that once an employee has waived coverage for a particular year, he/she may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the Village's flexible spending plan and applicable regulations. "Emergency" shall include loss of employment or termination of insurance for a spouse or significant other whose employer had provided the alternative insurance. "Emergency" shall not include the change of any such alternative insurance from a noncontributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's or significant other's employer. Reinstatement of coverage for the succeeding year may be made by notifying the Village in writing no later than April 30 (or, if April 30 is a weekend or a Village holiday, then on the last Village business day immediately preceding April 30), to be effective the succeeding June 1. This deadline shall not apply to emergency reinstatement of insurance as provided for in the above paragraph, but such reinstatement shall be subject to whatever requirements or deadlines are imposed by the Village's carrier(s).

Section 3. Retiree Health Insurance. The Village agrees to contribute a payment of 50% for individual coverage, and 35% for family coverage, towards all retirees' hospitalization insurance premium costs as previously provided by the Village to all former retirees under said plan.

Section 4. Dental and Optical Plan. The Village agrees to provide all permanent full-time Employees with a fully paid dental and optical plan administered by the CSEA Benefit Fund. The plan shall be at no more than the following rate for the dental plan: the Village's contribution rate for the dental plan shall not exceed \$641 per full-time employee per year and the Village's contribution rate for the optical plan shall not exceed \$172.08 per full-time employee per year.

Section 5. Discipline and Discharge. Full-time Employees successfully completing a six month probationary period shall be afforded the protection of the New York Civil Service Law 75, 76 and 77.

Section 6. Coffee Break. All Employees are entitled to a 15-minute coffee break in the morning and a 10-minute coffee break in the afternoon.

Section 7. Maintenance of Benefits. No benefits to which full-time Employees have heretofore been entitled shall be diminished unless specifically provided for or changed by this Agreement.

Section 8. Foul Weather Gear. The Village shall provide foul weather gear for all permanent Employees whose work entails any length of time outside in inclement weather (rain, snow, storms, etc.). The rain gear must be kept on Village premises unless an Employee is given permission by the Department Head to keep the gear off premises. The gear shall include

waterproof boots, knee high and waist high boots. The boots shall be of a type commensurate with the duties expected of the individual receiving them.

Section 9. Minutes. The CSEA President shall be provided with a copy of the public session minutes of all Village Board meetings.

Section 10. I.D. Cards. The Village agrees to provide official photo identification cards to all Employees.

Section 11. Job-Related Courses. In the event that job-related courses shall become available through the Village, all Employees with related jobs shall be allowed to attend said course. Should openings be limited, seniority shall determine the selection of employees.

Section 12. Heated Cubicles. A heated cubicle shall be provided for power plant operators.

Section 13. Safety. If an Employee reasonably believes that a piece of equipment is unsafe, he/she shall immediately bring that fact to the attention of his/her supervisor. The Village agrees that no Employee shall be ordered to drive any vehicle which does not meet the safety requirements as set forth in the Motor Vehicle and Traffic Law of the State of New York.

Section 14. New York State Disability Insurance. The Village shall participate in the New York State Disability Insurance Plan, subject to the Plan's Rules and Regulations.

ARTICLE IX
NO STRIKE CLAUSE

CSEA does hereby affirm that it does not assert the right to strike against any Government, nor to assist or participate in any strike, or to impose any obligation to conduct, assist or participate in such strike.

ARTICLE X
TERM OF AGREEMENT

This Agreement is effective June 1, 2003 and shall be in force and effect until May 31, 2006.

ARTICLE XI
AMENDMENTS

Any changes or amendments to this Agreement shall not become effective unless the same are in writing, signed by the parties hereto.

ARTICLE XII
LEGISLATIVE APPROVAL

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 PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XIII
MANAGEMENT RIGHTS

The Village has the sole right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgement for its welfare, and advancement or best interests. These prerogatives of management shall include, but not be limited to, the following rights: to utilize personnel, methods and means in the most appropriate and efficient manner possible as determined by management; to maintain discipline and efficiency of Employees; and to suspend, demote, discharge or take other appropriate disciplinary action against Employees for just cause as per CSEA contract.

ARTICLE XIV
SUMMER YOUTH PROGRAM

The Village shall have the right to fully participate from year to year in the Summer Youth Program and the Village shall provide prior notice to the CSEA of its intention to do so on an annual basis.

ARTICLE XV
DRUG AND ALCOHOL TESTING

Section 1. The purpose of this Article is to establish a written procedure for conducting tests of an Employee when there is reasonable suspicion that the Employee is under the influence of or using illegal controlled substances or alcohol as set forth in paragraph 3 below. An Employee will be tested only when reasonable suspicion exists that such test would yield a positive result for the presence of illegal controlled substances or their metabolites or alcohol.

Section 2. The use of illegal controlled substances or alcohol by an Employee, regardless of the position held, adversely affects the accomplishment of the Village's ability to safely deliver services, impairs the efficiency of the workforce, endangers the lives of Employees and the public and undermines the public trust and is, therefore, prohibited. In order to identify possible illegal controlled substance usage, and to curtail the use of illegal controlled substances and alcohol, procedures to test for the use of illegal controlled substances and alcohol upon reasonable suspicion have been established in this Article.

Section 3. Employees shall be subject to testing based upon a reasonable suspicion as defined below in this paragraph. Any Employee who refuses to submit to testing may be subject to discipline, including discharge.

(a) In determining whether to order a test in a particular case, the Village must balance an Employee's reasonable expectation of privacy from unreasonable intrusions against the Village's interest in assuring the integrity and fitness of its Employees and the safe delivery of its services.

(b) The order to submit to testing must be justified by a reasonable suspicion that the Employee has reported for duty under influence of illegal controlled substances or alcohol or is engaging in the possession, use, distribution, or sale of illegal controlled substances either on or off duty.

(c) While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

(d) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

(e) Reasonable suspicion may be based upon, among other matters: observable phenomena, such as direct observation of use and/or the physical symptoms of using or being under the influence of illegal controlled substances such as, but not limited to, slurred speech; disorientation; a pattern of abnormal conduct or erratic behavior; conduct or behavior which warrants employer inquiry because of a direct bearing of the mental faculties of the Employee on

the health and safety of others; action(s) inconsistent with normal conduct or behavior; or information provided either by reliable and credible sources or which is independently corroborated.

(f) The Village will not test solely on the information of anonymous sources unless the information is reliable and credible, or there is corroborative evidence to support the reliability of that information.

(g) It is intended that where a decision is made to test, the Employee will be given a direct order to submit to the test, and the CSEA shall be notified of such order.

Section 4. Urinalysis shall be in accordance with the standards and procedures incorporated in the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs, issued April 11, 1988, 53 F.R. 11973, as amended by 59 F.R. 29908 (1994), 62 F.R. 51118 (1997) and 63 F.R. 63483 (1998), and the following:

(a) The Employee being tested shall have the right to an independent analysis of the specimen from a lab of his/her choice from a list mutually agreed to by the Village and the CSEA. The Employee shall designate, at the time the specimen is given, the laboratory, if any, chosen by such Employee, and a specimen shall be provided to that laboratory, as well as to the laboratory designated by the Village. Copies of all test results shall be sent to the Employee and the Village.

(b) All tests required by the Village will be fully paid for by the Village. The Employee shall pay for any tests requested by him or her.

(c) All test results shall be kept confidential except as necessary to implement the terms and conditions of this policy.

(d) The time required of the Employee by the Village to take the ordered test shall be considered paid time if it extends beyond the Employee's normal workday.

(e) Within ten (10) business days after the test, the Employee may file a grievance pursuant to the terms of the parties' collective bargaining agreement. If the grievance is not filed within ten (10) business days after the test, the Employee may raise the issue of reasonable suspicion in any disciplinary proceeding initiated by the Village against the Employee in connection with which the drug test is used; but in no event shall the Employee and/or the CSEA be able to litigate the issue of "reasonable suspicion" in both proceedings.

Section 5. In the event that test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, the Employee may be subject to discipline, including discharge. However, in the first instance of such positive alcohol or drug test, any related disciplinary charges may be suspended in the Village's discretion if the Employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substances or alcohol usage in a program recommended or approved by an Employee Assistance Plan (EAP) previously selected by the Village and the CSEA, and allows the EAP to provide progress reports to the Mayor's Office. The Employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the recommended program, he or she shall be subject to disciplinary action as though the Employee had not entered the recommended program. The Employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random illegal controlled substances and/or alcohol testing, and that, if he or she completes counseling and treatment but

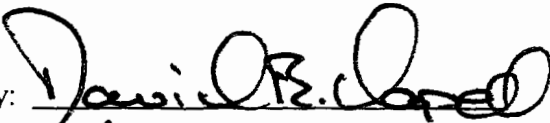
7/14/03


tests positive for illegal controlled substances or alcohol during such one year period, the Village may reinstitute the suspended charges. Upon completion of treatment, as outlined above, and the one year period, the original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the Stipulation) shall remain in the Employee's file unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 17th day of July, 2003.

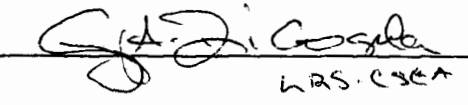
THE VILLAGE OF GREENPORT

CSEA, INC., LOCAL 1000,
AFSCME, AFL-CIO, VILLAGE OF
GREENPORT UNIT

By: 
Mayor

By: 

By: _____

By: 
WRS. CSEA

SALARY SCHEDULE

STATUS	HOURS	EMPLOYEE	TITLE	06/01/03	06/01/04	06/01/05
F/T	35	BREREZNY, K.	Clerk/Typist	13.79	14.2	14.63
F/T	35	BRAUTIGAM, S.	Deputy Village Clerk/Treasurer	37.08	38.19	39.34
F/T	35	CAGLIUSO, R.	Sr. Account Clerk	19.1	19.67	20.26
F/T	40	CYBULSKI, T.	Wtr/Swr T. P. Op.	26.03	26.81	27.61
F/T	40	HARVEY, R.	Power P. Op. II	23.97	24.69	25.43
F/T	40	HUGGINS, A.	Laborer	13.58	13.99	14.41
F/T	40	MANWARING, P.	Power P. Op II	18.58	19.14	19.71
F/T	40	MARCHICA, R.	Maint. Mechanic I	14.63	15.07	15.52
F/T	40	MCKNIGHT, P.	Auto Equip. Oper.	15.81	16.28	16.77
F/T	40	MCMOORE, A.	Meter Reader	11.2	11.54	11.89
F/T	40	MEALY, W.	Auto Mechanic 3	20.29	20.9	21.53
F/T	40	MORAN, C.	Pwr. Plt. Oper. II	16.76	17.26	17.78
F/T	40	PETERSON, D.	Maintenance Mech. I	15.81	16.28	16.77
F/T	40	PETERSON, R.	Highway Crew Leader	33.84	34.86	35.91
P/T	17.5	SHELBY, S.	Laborer	9.55	9.84	10.14
F/T	35	STAPLES, J.	Clerk Typist	17.12	17.63	18.16
F/T	40	STAPLES, R.	Pwr. Dist. Line Mech. II	21.6	22.25	22.92
F/T	40	URBAN, K.	Laborer	10.14	10.44	10.75
F/T	40	WALKDEN, R.	Sr. Waste Water T. P. Op.	21.46	22.12	22.78
F/T	40	WATKINS, T.	Meter Reader	12.75	13.13	13.52
F/T	35	WESTERBEKE, J.	Clerk Typist	16.24	16.73	17.23
P/T	35	WHITE, K.	Custodian	10.69	11.01	11.34