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COPY

AGREEMENT

Between

VILLAGE OF GENESEO

And

SERVICE EMPLOYEES INTERNATIONAL

UNION, LOCAL 200UNITED

RECEIVED

OCT 25 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUNE 1, 2006 through MAY 31, 2010

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AGREEMENT

This Agreement is between the Village of Geneseo, hereinafter shall be referred to as the "Village", and Local 200 United of the Service Employees International Union hereinafter referred to as the "Union".

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees, but is intended to refer to all employees in job classification, regardless of sex.

ARTICLE 1 RECOGNITION

Section 1. Pursuant to, and in accordance with all applicable conditions of the laws of the State of New York, including but not limited to, General Municipal Law, Civil Service Law and Military Law, Management recognizes the Union on April 2, 1979 as the exclusive collective bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Section 2. The bargaining unit consists of all regular part-time and full-time employees in the Department of Public Works in the classifications set forth in Appendix A or which may be added or changed as provided, excluding seasonal help. Part-time employees, under twenty (20) hours per week are also excluded. The Superintendent, and the village Clerk and all office and clerical personnel under the supervision of the Village Clerk, are hereby specifically excluded from the bargaining unit.

ARTICLE 2 UNION SECURITY AND CHECKOFF

Section 1. The Village will make available to all employees entering the bargaining unit, a copy of the Agreement, calling their attention to the fact that Local 200 United of the Service Employees International Union has been recognized as the exclusive bargaining representative for all employees in the bargaining unit.

Section 2. The Village will provide this Agreement to all employees in the bargaining unit within a reasonable period of time following the execution thereof of this Agreement.

Section 3. Upon receipt of a written authorization from the employee on a form supplied by the Union, the Village shall deduct Union dues on a pro rata basis and shall remit the monies

collected to the Union once each month. The Union agrees to indemnify and hold harmless the Village from any causes of action, claims, loss, or damages incurred as a result of this clause.

Section 4. The Union will initially notify the Village as to the amount of dues to be deducted. Such notification will be certified to Management in writing over the authorized signature of the reserved to the Village by the Management Rights Article of this Agreement. All matters and items related to salaries, hourly rates, terms and working conditions and fringe benefits of employees in the bargaining unit have been included in the written Agreement, and matters or items relating to working conditions, salaries, hourly rates, or fringe benefits not expressly contained in the Agreement are not subject to the grievance procedure.

Section 5. COPE. Upon receipt of written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from the wages of the employee, a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard voluntary COPE Deduction Authorization form for this purpose. A union member may withdraw their authorization at any time, provided the employee notifies the Employer in writing of this withdrawal, with a copy to the Union.

ARTICLE 3 **MANAGEMENT SECURITY**

Section 1. It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Section 2. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals, will not engage in, encourage, or sanction strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 3. The Village shall have the right to discipline or discharge any employee encouraging or participating in a strike, slowdown, or other such interference subject to the terms of the grievance procedure.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Village Board are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village Board; to determine facilities, methods, means and number of personnel required for conduct of Village programs; to administer the Personnel System, including the selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law, to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing

positions in accordance with the law, rules or regulations; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

Section 2. The Village agrees not to discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operation of the village, and neither the Union nor any of its members, agents, or representatives will intimidate or coerce any employee with respect to his right to work, or engage in any Union activity during working hours except as specifically permitted in this Agreement.

Section 3. The Village shall be entitled to accept and act upon all official and authoritative written statements made to it from time to time by the Union's officers and accredited representatives respecting the application of the terms of this Agreement and the rights and obligations of its members there under; and in the event of such acceptance and reliance upon such statements, such statements shall be binding upon the Union and its members. This is not to reopen contract negotiations.

Section 4. No Village equipment, material or vehicles shall be used for personal gain on or off Village property. There is to be no storage of non-Village vehicles, equipment or materials on Village property. Small tools may be borrowed by employees. Such borrowing shall be with the approval of the Department Head and the employee must sign out and in for the loan with the Supervisor or his designed. An employee is responsible for any tool signed out in his name.

Section 5. No persons or employees are permitted to ride outside of the cab of any Village vehicle and only authorized persons are to ride in Village vehicles.

ARTICLE 5 **SPECIAL MEETINGS**

Section 1. The Village Board or its designed and Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of matters to be discussed and the reasons for requesting the meetings. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall be held within ten (10) calendar days of the receipt of the written request. It is understood that positions taken by the Union or Village Board are not binding upon either party. These meetings are for the purpose to meet and discuss provisions prior to implementation of the grievance procedure.

ARTICLE 6 **UNION STEWARDS**

Section 1. Employees within the bargaining unit shall be represented by two (2) Stewards. The Union shall furnish the Village a list of the Stewards' names.

Section 2. When requested by an employee, the Steward may investigate any alleged or actual grievance in his assigned work area and assist in its presentation. He shall be allowed time, not

to exceed thirty (30) minutes, during working hours without loss of time or pay upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 3. When an employee presents his own grievance without intervention of a Union Steward, the Steward shall be given an opportunity to be present and shall be allowed the time during regular working hours, therefore, upon notification and approval of his immediate supervisor outside of the bargaining unit.

Section 4. No union business, other than cited above, shall be conducted so as to interfere with the work assignment of Stewards or any other employees. The Village shall not be liable for any time lost in the conduct of such other Union business.

Section 5. A non-employee Union representative may consult with employees in work areas before the start of each work shift or after the end thereof. Work areas will not be used for Union meetings.

Section 6. The Stewards shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled work day, to confer with the Village Board or their designed on matters affecting the administration of this Agreement upon notification and approval of his immediate supervisor outside of the bargaining unit.

ARTICLE 7 **GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance. A contract grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement. A non-contractual grievance submitted by an employee may not proceed beyond Step 2 of this procedure.

Section 2. The contract grievance procedure shall be as follows:

- a. **Step 1.** The employee or Local 200United SEIU shall present the grievance orally or in writing on forms to be provided by the Village to the Superintendent of Public Works not later than thirty (30) calendar days after the date on which the employee could have reasonably known that the act or omission giving rise to the grievance occurred. The Superintendent of Public Works shall take the steps necessary to insure that a proper disposition of the grievance is made and shall reply to the employee or Local 200United SEIU in writing within three (3) working days following the date of submission.

- b. **Step 2.** In the event the employee or Local 200United SEIU wishes to appeal an unsatisfactory decision at Step 1, the appeal must be presented to the Village Board of Trustees in writing on forms to be provided by the Village within ten (10) working days of the receipt of the Step 1 decision. Such appeal shall contain a short, plain statement of the grievance and specific references to the section of this Agreement which the employee or Local 200United SEIU claims to have

been violated. The Village Board will meet with the employee Local 200 United SEIU representative and shall issue a written decision to the employee or Local 200United SEIU by the end of the twentieth working day following the day on which the appeal was received.

c. Step 3. Arbitration.

1. Contract grievances which are appealable to arbitration pursuant to the terms of this Article, may be appealed to arbitration by Local 200United SEIU by filling a demand for arbitration under the New York State Mediation Board within ten (10) working days of the receipt of the Step 2 decision. The arbitration hearing shall be held within twenty (2) working days of the selection of the arbitrator.

2. The arbitrator shall have no power to add to, subtract from, or modify the provision of this Agreement in arriving at a decision of the issue presented and shall confine his decision solely to the application and interpretation of this Agreement. The decision or award of the arbitrator shall be final and binding consistent with the provisions of CPLR Article 75.

3. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him nor shall he submit observations or declarations of opinion which are not essential in reaching the determination.

ARTICLE 8
DISCHARGE AND DISCIPLINE

The following disciplinary procedures for incompetency or misconduct shall apply to all employees as provided herein in lieu of any other procedures specified by law:

Section 1. Employee Rights.

- a. An employee shall be entitled to representation by Local 200United SEIU at each step of the disciplinary procedure.
- b. No employee shall be required to submit to an interrogation by the Superintendent (1) if the information sought is for use against such employee in a disciplinary proceeding pursuant to this Article, or (2) after a notice of discipline has been served on such employee, or (3) after the employee's resignation has been requested in lieu of a notice of discipline, unless such employee is notified, in advance of the interrogation, that he has the right to have a Local 200United SEIU representative present or to decline such representation.

- c. No employee shall be requested to sign any statement regarding his incompetence or misconduct unless the employee is offered the right to have a representative of Local 200 Uniyted present.
- d. An employee shall have an opportunity to review his personnel folder in the presence of an appropriate official of the Village upon ten (10) days notice, and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse. The personnel folder shall contain all memoranda or documents relating to such employee's performance on his job which contain criticism, commendation, appraisal or rating of such employee's performance on his job. The Village shall have the right to place in the personnel folder information or documents pertaining to any payroll or personnel transactions affecting the employee.

Section 2. Disciplinary Procedure.

- a. Where the Superintendent seeks the imposition of a written reprimand; suspension without pay, or dismissal from service; notice of such discipline shall be made in writing and served upon the employee. Discipline shall be imposed only for incompetency or misconduct. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice shall contain a description of the alleged acts and conduct, including reference to times, dates, and places.
- b. The penalty proposed by the Superintendent may not be implemented until (1) the employee fails to file a grievance within fourteen (14) days of the service of the notice of discipline, or (2) having filed a grievance, the employee fails to file a timely appeal as provided below, or (3) the penalty is upheld by the Village Board or a different penalty is determined by the Village Board to be appropriate, or (4) arbitration, or (5) the matter is settled.
- c. If not settled or otherwise resolved, the notice of discipline may be the subject of a grievance before the Village Board and shall be filed in writing by the employee within fourteen (14) working days of service of the notice of discipline. The employee shall be entitled to a meeting before the Village Board to present his position within fourteen (14) working days of the filing of the grievance.'
- d. Arbitration.
 - 1. If the grievance is not settled or otherwise resolved, it may be appealed to independent arbitration by filing a notice by certified or registered mail with the New York State Mediation Board with a copy to the Village Board.

2. The disciplinary arbitrator shall hold a hearing within ten (10) working days after selection. A decision shall be rendered within seven (7) days of the close of the hearing and shall be binding on both parties to this Agreement.

3. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from, nor modify the provisions of this Agreement. The disciplinary arbitrator may approve, disapprove, or take any other appropriate action warranted under the circumstances, including, but not limited to ordering reinstatement and back pay for all or part of any period of suspension.

4. Nothing shall preclude the employee from submitting his resignation at any time during the conduct of the above procedure.

Section 3. If the Village Board or its designed has a reason to warn or discipline an employee, it shall be done in a manner which is consistent with good employee relationship principles and for cause.

ARTICLE 9 **SENIORITY**

Section 1. Definition. Seniority shall mean the status attained by length of continuous service with the Village of Geneseo.

Section 2. Accrual of Seniority.

- a. Seniority shall begin with the last date of entering the service of the Village of Geneseo. Two or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by the use of the alphabetic system.
- b. All original and promotional appointments shall be probationary and subject to a probationary period of six (6) months after appointment. At any time during the probationary period the Village may remove or demote an employee. Any employee on probation in a promotional appointment shall have the right to return to his previous appointment if the employer decided to remove him from promotional appointment during the period.

Section 3. Loss of Seniority. Employees shall lose their seniority for the following reasons:

- a. Discharge, if not reversed.
- b. Resignation. An employee absent for three (3) consecutive normally scheduled workdays without notification of valid reason to the supervisor or Village shall be considered as having resigned.

- c. Unexcused failure to return to work when recalled from layoff as set forth in Article 10.
- d. An unexcused failure to return to work after expiration of an authorized leave.
- e. Retirement.

Section 4. Seniority List. The Village shall maintain a roster of employees, arranged according to seniority by department or division, showing name, job classification and seniority date and shall furnish a copy to the Union within ninety (90) days after the signing of this Agreement and annually thereafter. All new employees names shall be submitted to the Union along with their date of hire upon completion of the probationary period.

Section 5. Application of Seniority. Seniority shall apply to shift assignment, vacations, layoff, and recall otherwise provided in the Agreement.

- a. In the event of a vacancy, employees shall be given an opportunity to transfer within their job classifications on the basis of their seniority.
- b. In the labor class, promotions shall be determined by seniority as follows: (1) of applicants from within the Village of Geneseo employment, provided that in either case the applicant is qualified to perform the work. If there are no such applicants, such positions may be filled by persons from outside the Village of Geneseo employment.

ARTICLE 10 **LAYOFF AND RECALL**

Section 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds, or to abolish positions because of changes in organization.

Section 2. Order of Layoff.

- a. No permanent or probationary employee shall be laid off from his position in any department or division while any seasonal, temporary or provisional employees are serving in the same job classification in that department or division.
- b. Permanent and probationary employees shall have Department of Public Works wide seniority in their job classifications and, if exercised hereof in the event of layoff becomes necessary, shall replace the employee with the least seniority in their position classes.
- c. Except as provided below, the layoff of probationary or permanent employees in any department or division shall be in inverse order of seniority in the job classification affected.

Section 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests shall in lieu of layoff or transfer under Section 2, be demoted by seniority to a lower position in his department or division. Demotion shall be through those classifications in which the employee previously held permanent status or through positions in the same class series as the employee's position at the time of promotion provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

Section 4. Exceptions to Seniority. The Village may approve deviations from seniority and layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain a satisfactory level of performance in the department or division affected. In such cases, the affected employee shall be given written notice of the determination and reasons therefore.

Section 5. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 6. Preferred Eligible List.

- a. Employees demoted in lieu of layoff shall have their names placed on preferred eligible list in order of seniority for each classification which displaced within their department or division. Employees laid off shall have their names placed on preferred eligible list in order of seniority for each classification from which displaced.
- b. Names shall remain on the list for the period applicable in Section 10.

Section 7. Recall from Layoff.

- a. Employees to be recalled from layoff shall be given a maximum of ten (10) days to respond after notice has been sent out by certified mail to their last known address.
- b. Employees who decline recall or who in absence of extenuating circumstances fail to respond as directed within the time allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible list.

Section 8. Restoration to Positions From Which Demoted. Employees shall be restored to positions from which they have been demoted in lieu of layoff, shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the permanent preferred eligible list.

Section 9. In the event that an employee's position is to be abolished through subcontracting, the Village shall meet with the Union in order to reach a mutual agreement as to the future employment and rate of pay of said employee.

Section 10. Seniority Schedule.

<u>Employees With Seniority of:</u>	<u>Recall Period:</u>
0-10 Years	1 Year
10 Years and Over	2 Years

ARTICLE 11
WORKING HOURS

Section 1. The workweek will remain the same as currently constituted for all employees. The workweek will not be changed without consultation with the Union.

Section 2. Employees shall have a fifteen (15) minute rest period during each four (4) hours of work. The rest period shall be scheduled at the middle of each four (4) hours or as close as possible. Village vehicles will be used during the rest period under guidelines established by the Superintendent.

Section 3. A regular employee is a person employed on a consecutive basis working thirty (30) hours or more per week.

Section 4.

- a. All employees required to work nights on 2nd shift (4:00 p.m. to 12:00 midnight) shall receive twenty cents (\$.20) above their hourly rate with a one-half (1/2) hour paid lunch.
- b. All employees required to work nights on the 3rd shift (after 12:00 midnight) shall receive twenty cents (\$.20) above their hourly rate with a one-half (1/2) hour paid lunch.

Section 5. The Village shall make all reasonable efforts to give at least two (2) weeks notice of any change of shift assignments; provided however, that if unforeseeable circumstances require that notice be given less than forty-eight (48) hours in advance of such change, the employee shall not be deprived of the opportunity to work his normal shift and be paid overtime for the hours worked in excess of his regular work week.

Section 6. The Village shall have the right to temporarily alter shift assignments to accommodate seasonal workloads or emergencies.

Section 7. All employees contacted for emergency assignments must report for work.

ARTICLE 12
OVERTIME

Section 1.

- a. All members of the bargaining unit shall be paid overtime as stipulated in this Agreement.
- b. Overtime hours shall be divided as equally as possible among employees in the same classification in their work section. An up-to-date list showing overtime hours will be posted every six (6) months, but it will be available to any employee at any time by the supervisor upon their request.

Section 2.

- a. Overtime is described as that time worked in excess of forty (40) hours in a given pay week, excluding the Sewer Treatment Plant.
- b. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate for those overtime hours worked on any week day or Saturday or Sunday.
- c. An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular rate, or with the actual hours worked at one and one-half (1-1/2) times his regular rate, whichever is greater unless such time shall be continuous with his scheduled work, in which case he shall be paid his overtime rate.
- d. An employee absent on authorized sick leave with pay, jury leave with pay, holiday, bereavement, or on vacation, shall be considered to have worked his normal work shift during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.
- e. No employee may refuse to work overtime in an emergency or in extenuating circumstances.
- f. All overtime shall be offered to all regular employees before any part-time or seasonal employees.
- g. Time and one-half (1-1/2) will be paid for all overtime – weekdays and weekends.

Section 3. Supervisory personnel outside of the bargaining unit shall not, except in emergency situations or for instructional purposes, perform overtime work normally performed by employees covered by this Agreement.

ARTICLE 13
JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Those employees designated as foreman shall receive a salary differential of \$.75/hr. over their normal rate of pay. Other employees assigned to work in a supervisory capacity for a full day or more, shall receive a salary increase of \$.75/hr. over his normal rate of pay for the hours he works in that capacity. However, if an employee is assigned to work in a lower classification, he shall be paid his regular rate of pay.

ARTICLE 14
WAGES

Section 1. Wages for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix A.

Section 2. Longevity for employees covered by this Agreement shall be in accordance with the schedule set forth in Appendix B.

Section 3. Employees shall receive their pay bi-weekly.

ARTICLE 15
PAY CHANGES

Section 1. All pay changes shall be effective on the date of promotion or demotion.

ARTICLE 16
VACATIONS

Section 1. Definitions.

- a. Service shall mean any period of time for which an employee received wages.
- b. Vacation day shall mean a period of time equal to his regularly scheduled workday.
- c. Workweek shall mean a period of time equal to forty (40) hours or the normal number of hours worked by an employee during a regular work schedule.
- d. Continuous Service shall mean service as defined by (a.) uninterrupted by resignation or discharge.

Section 2. Vacation Allowance. Vacation allowance is in accordance with the following, based on the completion of the number of years of service listed below:

- a. Vacation allowance for employees hired prior to June 1, 1991:

<u>Years of Service</u>	<u>Vacation Allowance</u>
1	40 hours
2-4	80 hours
5-9	120 hours
10-14	160 hours
15 or More	200 hours

- b. Vacation allowance for employees hired on or after June 1, 1991:

<u>Years of Service</u>	<u>Vacation Allowance</u>
1	40 hours
2-5	80 hours
6	88 hours
7	96 hours
8	104 hours
9	112 hours
10	120 hours
15-24	160 hours
25 or More	184 hours

- c. All vacation with pay shall be taken in the calendar year earned and shall be subject to days worked in Article 11, Section 1 of this Agreement.

Section 3. Use of Vacation.

- a. Vacation time should be used in the year earned. However, department heads who have unused vacation time at the conclusion of the calendar year may be compensated for up to 20 hours for their unused vacation.
- b. Vacations shall be scheduled with due regard for: (1) needs of the service, (2) seniority, and (3) employee preference.
- c. A general paid holiday, which occurs during a vacation period, may be added thereto or to accrued vacation days.

Section 4. Vacation Pay Advance. An employee going on vacation shall be paid in advance of the scheduled vacation when requested with a three (3) week advance notice. Such payment shall be made on the last regular workday preceding the scheduled vacation period by noon.

ARTICLE 17
HOLIDAYS

Section 1. Holidays (when not worked) shall be paid for at the straight time rate of pay for all regular employees in the active service of the Village of Geneseo.

Section 2. Unless excused by management, an employee must work the last scheduled day before, and the first scheduled day after a holiday to be eligible for holiday pay.

Section 3. Holidays shall be granted to all regular employees regardless of the length of service, except those absent without pay.

Section 4. All employees required to work on a holiday shall be paid at one and one-half (1-1/2) times the employee's normal hourly rate of pay, for all hours worked on a holiday in addition to holiday pay.

Section 5. The following days shall be observed by the Village of Geneseo:

New Year's Day	Labor Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
*Four (4) Floating Holidays	Christmas Day
Good Friday	

*Floating Holidays are to be determined by the individual employees. These days are to be requested at least one (1) week in advance and must be approved by the Superintendent. Approval by the Superintendent will not be unreasonably withheld. The one-week advance notice may be waived by the Superintendent in emergencies or for unusual circumstances.

Section 6. When any of the above holidays falls on a Saturday, the Friday immediately preceding shall be considered as the holiday. When any of the above holidays falls on a Sunday, the Monday immediately following shall be considered as the holiday.

ARTICLE 18
SICK LEAVE

Section 1. The Employer agrees that employees will not be required to furnish medical evidence to support a request for approval of a period of sick leave unless such period exceeds three (3) continuous days or unless there is evidence of sick leave abuse. When it appears that there is abuse of sick leave, the employee must be advised in writing in advance that medical evidence may be required for any period of sick leave of less than four (4) days. When an employee is advised that he has been using excessive sick leave and abuse is suspected, the sick leave usage record in question will be outlined in a warning memorandum and the employee may be requested to submit medical evidence when additional sick leave is used. An employee, on his return to work, who is required to submit a physician's statement concerning sick leave used, will be allowed five (5) days to produce this after his return to duty.

Section 2. The Union recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him, to utilize it only when incapacitated for the performance of duty by sickness, injury, or other valid reason. The Union, therefore, agrees to support the employer in efforts to eliminate unwarranted or improper use of sick leave. To assure all employees who are members of the unit, that they fully understand the purpose and intent of memorandum indicating suspected sick leave abuse, a copy of such memorandum will be sent to the Union and the Steward responsible for the area in which the employee performs work will further discuss this matter with the affected employee, inform him that sick leave abuse is a matter of mutual concern to both Union and Management and urge the employee to discontinue such abuse.

Section 3. Cases requiring a doctor's certificate for each absence due to illness, when abuse of sick leave is suspected, will be periodically reviewed by the supervisor for the purpose of determining whether such penalty may be eliminated. If such request is made by the employee, this review may take place three (3) months after such notice was issued, and will be routinely reviewed for the same purpose every six (6) months. Upon request, the Union will be informed of action taken.

Section 4. Sick Leave. Employees hired after June 1, 1994, who have been continuously employed by the Village for a period of one month or longer shall earn sick leave credits at a rate of one day per month of service, and will have an additional pool of six (6) sick leave days available to them upon the completion of probation. *Sick credits cannot be earned for the period when an employee is on leave of absence without pay, but shall be credited to those who are absent with pay in compliance with this contract. Sick leave shall be granted for the following causes with a total of 12 days after one year of service:

- a. Sickness or injury of employee.
- b. Serious illness in the employee's immediate family requiring the care and/or attendance of employee. Immediate family shall include mother, father, spouse, child, or any other relative who is an actual member of the employee's household. Sick leave charges for this purpose shall not exceed three (3) days without permission of the superintendent.
- c. Quarantine Regulations.

Section 5. An employee may accumulate a maximum of one hundred twenty (120) sick days. Employees shall be paid one-half (1/2) of all earned sick days beyond the applicable maximum. Such pay shall be given to employees each year in the first payroll period in the month of December. Upon the date of retirement, the employee's accrued sick days will be multiplied by the employee's current daily rate of pay. The Village will continue to pay the retired employee's health insurance premiums subsequent to the date of retirement, until the resulting lump sum is exhausted. After a retired employee has exhausted all his or her accumulated sick days toward paying health insurance, the Village will allow the retired employee to remain in the Village's

health insurance program by allowing the retired employee to pay the premium for continuing coverage.

Section 6. Extended Sick Leave. In the event of a prolonged illness, unused vacation and personal leave days may be used as sick leave. When all such sick leave has been exhausted, if the employee has completed at least three (3) years of continuous service and upon consultation with the department head, the Board may grant sick leave with half pay for a period not to exceed six (6) months. Thereafter, any absence will be without pay.

After one calendar week of absence because of illness, an employee may use the remainder of his accumulated sick leave at the rate of ½ (one-half) per day to supplement disability benefits.

Section 7. Personal Leave Days. Each full-time employee covered by this Agreement shall become eligible for two (2) personal leave days on January 1 of each year. New employees shall become eligible for personal leave after three months of employment, and will receive two (2) personal leave days on the first day of the next quarter. On January 1 of their second year, they shall qualify for a maximum of two (2) days. Personal leave days shall not accumulate from year to year.

Section 8. Such personal leave may be taken at the employee's convenience, with the approval of the department head.

Section 9. Accumulated personal leave shall not be payable at the time of termination of employment, regardless of the reason for such termination.

Section 10. Personal leave may be taken in full workday segments only. Personal leave may not be taken on regularly scheduled workdays immediately prior or subsequent to a holiday. Request for personal leave days, except in emergency situations, will be made at least one week in advance.

ARTICLE 19 **HEALTH INSURANCE AND RETIREMENT BENEFITS**

Section 1. The Village will continue health insurance benefits, and add dental benefits with the following: Excellus Blue Choice Select with Smile Saver I Modified.

The Village shall provide such benefits to employees hired prior to June 1, 1991, at no cost to the employees.

Employees hired on or after June 1, 1991, shall initially be provided health insurance at the conclusion of their probationary period. However, the employees will share in the cost of insurance premiums by contributing \$10 per pay period for a family or two-person contract and \$5 per pay period for a single contract.

Employees who can demonstrate that they have health insurance through another source will be eligible to opt out of the coverage provided by the Village. The Village will pay an employee

who elects such option a payment equal to one-half of the cost of the family plan at the end of the fiscal year during which the employee chooses to opt out, or a pro-rated amount if the employee opts out for less than a twelve (12) month period. The Village will also make arrangements with their health insurance carrier to allow an employee to opt back into the Village's coverage if the employee loses their coverage through another source.

Section 2. Disability. Disability Insurance through the New York State Disability Benefits Law will be provided to all employees at a cost to the employee of \$.60 per week (or \$1.20 bi-weekly). Employees would be covered for injuries and sickness that occurs outside of their employment.

- a. Cash benefits are fifty percent (50%) of average weekly wages up to a maximum of \$170 per week.
- b. Coverage applies after a 14 day waiting period with a maximum benefit of 26 weeks.

Section 3. New York State Employee's Retirement System. Upon request, a regular employee may become a member of the New York State Employee's Retirement System under the Village's plan pursuant to whichever of the following memberships is applicable to the employee:

Career Plan 75i	-	Pre July 1, 1973
Career Plan 75i	-	Post July 1, 1973
Section 60b Guaranteed Ordinary Death Benefit		
Tier Two Membership	-	July 1, 1976 to January 1, 1977*
Tier Three Membership	-	January 1, 1977 and after*
Tier Four Membership*		

41-J Option

*requires contribution by the employee

ARTICLE 20 **SAFETY AND EQUIPMENT**

Section 1. Under no circumstances will an employee be required to work in violation of any applicable statute or court order, or in violation of a government ruling relating to safety of persons or equipment.

Section 2. Employees shall immediately or at the end of their shift, report all defects in equipment. The employer shall not ask or require any employee to use equipment that has been reported in writing by any other employee as being in an unsafe operating condition unless such equipment has been inspected by the superintendent and the defect reported and declared in writing not to affect the safety or functioning of the equipment by said superintendent.

Section 3. All equipment which in the judgment of the superintendent is not sound or is unsafe shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Section 4. The Employer agrees to furnish the following:

1. Boots and raingear.
2. Welding protective gear (gloves, burning goggles, welding hoods and protective sleeves).
3. Work gloves for all employees upon surrendering previous issued pair.
4. Hard hat.
5. All employees required to have tetanus shots resulting from job related injuries shall be paid by the Village.
6. Identification shall be issued to all unit employees indicating they are Village of Geneseo employees. Employees on the payroll as of June 1, 1991, shall be provided with such identification by September 1, 1991.

Section 5. Upon presentation of receipts to the supervisor or clerk, the Village will reimburse each employee up to \$300 in any Village fiscal year for purchases of work related clothing and safety shoes.

Section 6. The Village will replace any prescription eyewear broken or damaged while working.

ARTICLE 21 **AUTHORIZED LEAVE**

Section 1. Bereavement: Death in the immediate family. An employee shall be entitled to take up to three (3) work days paid leave between the death and funeral without charge to sick leave, upon the death of any member of his immediately family. Immediate family shall be the following: spouse, child, parents, grandchildren, grandparents, brother, sister, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparents, stepchildren, and significant other (if residing together six (6) months or longer) of the employee.

Section 2. Jury Leave. Employees shall be given leave of absence with pay for working time lost when called to serve on jury duty. Such employees shall be paid at their regular rate for all working time lost up to forty (40) hours per week. In consideration of receiving their regular pay, employees shall assign to the Village of Geneseo all other remuneration received for jury duty during the same period.

Section 3. At the request of a department head or requirement of additional education or training that will increase the usefulness and efficiency of the employee, the Village may authorize full payment for an employee to attend such school or seminar.

Section 4. Employees shall be allowed time off with pay to take Civil Service examinations in connection with their position or promotion in the Village.

Section 5. Unpaid Leave of Absence. Leaves of absence for personal reasons not to exceed thirty (30) days may be granted, without pay, to an employee with seniority at the discretion of the employer. During the leave, seniority will accumulate. Any employee absent from work on a leave of absence who fails to return to work upon the expiration of the leave of absence shall be considered to have resigned voluntarily.

Section 6. Upon presentation of verification, the Village will reimburse a permanent employee for the cost of renewal of a commercial driver's license, providing the employee is using said license for Village work-related functions.

ARTICLE 22
HUMANITARIAN CLAUSE

Section 1. Should an employee covered by this Agreement become physically or mentally handicapped to the extent he cannot perform his regular job. Management will make every effort to place the employee in a position that he is physically and mentally able to perform. In doing so, Management will attempt to place the employee in a position as close as possible to his previous wage level.

ARTICLE 23
BULLETIN BOARDS

Section 1. Management shall provide space for bulletin boards in mutually acceptable locations to be used by the Union for posting notices of interest to its members. No campaign or other election materials dealing with representation elections will be posted. No information that is detrimental to any organization, group, or persons shall be posted.

ARTICLE 24
DISCRIMINATION

Section 1. The Village of Geneseo and the Union agree to abide by all applicable Federal and State laws, rules and regulations. The terms to this agreement shall be compliant with the statutory or regulatory provisions, rules or regulations and such terms will be modified by the parties to the extent necessary to achieve conformance. All other provisions of the agreement shall remain in effect.

ARTICLE 25
TRAVEL ALLOWANCES

Section 1. The Village agrees to reimburse employees who are eligible for travel expenses at the rates generally available to State employees.

Section 2. The Village agrees to provide the maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The allowance paid shall be the current rate generally available to state employees.

Section 3. Personal vehicles will not be used for official travel unless a Village vehicle is not available.

ARTICLE 26
MEETING SPACE

Section 1. Where there is appropriate available meeting space in buildings owned or leased by the Village of Geneseo, it shall be offered to Local 200 United SEIU from time to time provided that (a) Local 200 United SEIU agrees to reimburse the Village for any additional expense incurred in the furnishing of the space, and (b) request for the use of such space is made in advance, pursuant to the rules of the Village of Geneseo.

Section 2. All meetings of Local 200 United SEIU will be held during non-working hours.

ARTICLE 27
SEVERABILITY

Section 1. In the event that any provisions of this Agreement between the parties shall be held by operation of law, or by a court or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby: but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 28
LEGISLATIVE APPROVAL

Section 1. 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 providing the additional fund therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 29
RESIDENCY


Section 1. Employees hired on or after the contract date shall establish residency within Livingston County within one year of obtaining permanent status as a condition of continued employment. The time period shall be extended by the Village for good and sufficient reason.

ARTICLE 30
TERM OF AGREEMENT


This Agreement is the result of negotiations between the parties covering the entire field of collective bargaining and wholly satisfies their obligations for the duration of this Agreement under all laws requiring them to bargain upon the parties hereto, their heirs, executors, administrators, successors, et al. This Agreement shall be in full force and effect as of June 1, 2006 and up to and including May 31, 2010. Thereafter, if neither party serves written notice to the other party ninety (90) days prior to the day of expiration of this Agreement, it shall automatically continue from year to year.

FOR THE UNION:
SEIU Local 200 United

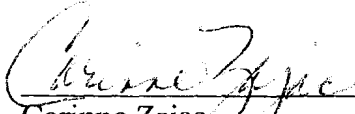
FOR THE Employer:
Village of Geneseo




Jerry Dennis, President 9/11/06
Date



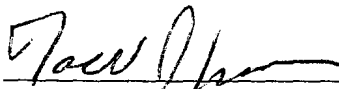
Richard B. Hatheway, Mayor 9/27/06
Date



Corinne Zajac, 8/31/06
Date
Union Representative



Dan Quinlan, 8/31/06
Date
Negotiator & Steward



Todd Johnson, 8/31/06
Date
Negotiator & Steward

APPENDIX A – WAGES

1. All other eligible bargaining unit members will receive an increase of \$.59/hour on June 1, 2006; \$.61/hour on June 1, 2007; \$.63/hour on June 1, 2008; and \$.65/hour on June 1, 2009. Retroactive from June 1, 2006.
2. Full-time employees hired on or after June 1, 1994 shall be paid based on the following scale:
 - Starting rate: \$2.00 less than regular rate.
 - After 6 months: \$1.00 less than regular rate.
 - Regular rate after the completion of one (1) year.

This Agreement will be retroactive to June 1.

APPENDIX B – LONGEVITY

Employees in the bargaining unit will receive a longevity increase according to the following schedule, payable on the employee's anniversary date of employment.

<u>Years of Service</u>	<u>Cumulative Longevity Pay Increase</u>
5	\$.10
10	\$.15
15	\$.15
20	\$.20
25	\$.20
30	\$.25

SCHEDULE 1

TITLE	6/1/2006	6/1/2007	6/1/2008	6/1/2009
Foreman	Plus \$.75/hr. over normal rate, per Art. 13, Section			
MEO/MEO Mechanic	\$19.55	\$20.16	\$20.79	\$21.44
Plant Operator w/0	\$19.17	\$19.78	\$20.41	\$21.06
Plant Operator w/1	\$19.75	\$20.36	\$20.99	\$21.64
Plant Operator w/2	\$20.33	\$20.94	\$21.57	\$22.22
Plant Maintenance w/0	\$19.02	\$19.63	\$20.26	\$20.91
Plant Maintenance w/1	\$19.60	\$20.21	\$20.84	\$21.49
Plant Maintenance w/2	\$20.18	\$20.79	\$21.42	\$22.07
Laborer	\$15.66	\$16.27	\$16.90	\$17.55
Deputy Superintendent of Streets - D.Welch	\$23.64	\$24.25	\$24.88	\$25.53
Sr. Water/Wastewater Treatment Plant-C.Parent	\$23.64	\$24.25	\$24.88	\$25.53
Plant Operators & Plant Maintenance will receive a \$.58 raise in pay upon completion of each of the plant operators licenses as shown in above outline. There is no pay increase for obtaining Class D license.				

Plant Operator & Plant Maintenance – A Plant Operator & Plant Maintenance must hold two licenses: (1). Class 2 waste/Water Treatment License; (2). Class 2A Water Treatment Plant Operator License.

Within one year from the date of hire, a Plant Operator and Plant Maintenance are expected to be working toward one of the above licenses.

