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Contract Database Metadata Elements

Title: **Farmingdale, Incorporated Village of and CSEA, Local 1000 AFSCME, AFL-CIO (2004)**

Employer Name: **Farmingdale, Incorporated Village of**

Union: **CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **06/01/04**

Expiration Date: **05/31/09**

PERB ID Number: **9363**

Unit Size: **11**

Number of Pages: **34**

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AGREEMENT

by and between the
**INCORPORATED
VILLAGE OF FARMINGDALE**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

June 1, 2004 – May 31, 2009

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

*Number employees
covered:*

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AGREEMENT

PREAMBLE:

THE INCORPORATED VILLAGE OF FARMINGDALE (hereinafter "VILLAGE") is engaged in furnishing essential public services vital to the health, safety and welfare of its residents. This Agreement seeks to assure the orderly and uninterrupted operations of the VILLAGE by maintaining a harmonious relationship between the VILLAGE and a unit of its employees.

Therefore, the VILLAGE and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, in consideration of the mutual promises and obligations herein assumed, have entered into this Agreement as of the 1st day of June, 2004.

SECTION 1: DURATION OF AGREEMENT

This Agreement shall be effective from the date of execution and shall continue in full force through May 31, 2009.

SECTION 2: DEFINITIONS

- 2-1 "VILLAGE" means the Incorporated Village of Farmingdale.
- 2-2 "Day" means working day.

- 2-3 "Emergency" means any unforeseen and pressing situation which in the judgment of management shall require the services of one or more employees.
- 2-4 "Employee" means in individual who is in the negotiating unit.
- 2-4.1 A "permanent full-time employee" is an annually employed employee who is regularly scheduled to work at least 20 hours per week, and who has been employed by the VILLAGE for at least ninety (90) days, and who is not seasonal, temporary, summer, part-time or otherwise casual.
- 2-5 "Grievance" means any dispute between the Union and the VILLAGE, with respect only to the meaning, interpretation or application of the provision of this Agreement, which is not otherwise reviewable under administrative procedures established by law or the rules of the Nassau County Civil Service Commission.
- 2-6 "Negotiating Unit" means all employees included in the Recognition Section of this contract.
- 2-7 "Original Date of Employment" means the date on which the employee commenced working for the VILLAGE, whether or not such position was in the negotiating unit.
- 2-8 "PERB" means the New York State Public Employment Relations Board.
- 2-9 "President" means the President of the VILLAGE Unit.
- 2-10 "Termination of Service" means ending employment with the VILLAGE.
- 2-11 "Union" means Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (also referred to as CSEA).
- 2-12 "Work Year" means the number of week days (Monday through Friday, inclusive) in any fiscal year.
- 2-13 "Years of actual completed service" means service from the original date of employment to the date of termination of services provided, however, any interruption in such service shall not be credited as actual service.

SECTION 3. RECOGNITION

The Union is hereby recognized as the exclusive negotiating representative for the following full-time Civil Service titles when filled by permanent full-time employees:

- 1. Laborer

*Missing
page 3 & 4*

2. Maintainer
3. Water Servicer, Water Servicer Trainee and Water Supervisor
4. Road Foreman (Highway Supervisor)
5. Motor Equipment Operator
6. Automotive Mechanic
7. Assistant Automotive Mechanic.

The VILLAGE recognizes the Union as the exclusive and unchallenged negotiating representative for collective negotiations with respect to terms and condition of employment for all employees in the negotiating unit.

In the event the VILLAGE creates new titles of a comparable nature, the VILLAGE and the CSEA shall forthwith meet to discuss the representation of such titles.

Nothing in this clause shall obligate the VILLAGE to maintain a title once created.

SECTION 4. MANAGEMENT RIGHTS

Except as expressly limited by this Agreement, the VILLAGE reserves the right to determine the standards of service to be offered; to set the standards of selection for employment; to direct its employees; to create, alter, abolish and otherwise regulate work schedules; to take disciplinary action; to relieve its employees from duty because of lack of work or for reasons of economy or reorganization; to maintain the efficiency of operations; to determine the methods, means and personnel (including whether by contractor or employee) by which operations are to be conducted; to determine the content of job classifications; to take all necessary actions to carry out its mission; and to exercise complete control and discretion over its organization and the technology of performing its work.

SECTION 5. WAIVER - ZIPPER

The VILLAGE and the Union, for the life of this Agreement, each voluntarily and unqualifiedly agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or the impact of exercising any right, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION 6. UNION ACTIVITIES

- 6-1. There shall be no interference with the right of employees to become or continue as members of the Union.
- 6-2. There shall be no discrimination, restraint or coercion against any employee because of membership in, holding office in, or lawful activities on behalf of the Union.
- 6-3. There shall be no Union activity on VILLAGE time except as set forth herein.
- 6-4. There shall be no strike or other concerted stoppage of work or slow-down by any employee nor shall any officer or representative of the Union authorize, instigate or condone any such activity.

SECTION 7. UNION REPRESENTATIVES

a. A representative of CSEA, Inc., may be permitted access to VILLAGE property at reasonable times when necessary to transact legitimate Union business pertaining to the administration of this Agreement upon application to the Clerk of the VILLAGE or his designated representative; however, in no event shall such access interfere with the business of the VILLAGE.

b. The VILLAGE shall supply a bulletin board for use by the Union for the purpose of posting legitimate Union notices subject to the prior reasonable approval of the Village Clerk.

SECTION 8. UNION SECURITY

Provided the same is legally permissible, the Union shall have the following security:

8-1 The VILLAGE shall deduct from the bi-weekly wages of each employee who has authorized same Union dues, assessments, initiation fees, agency fees, group life insurance premiums, group accident and health insurance premiums, group auto insurance premiums and such other insurance premiums as may be agreed to between the Union and the VILLAGE and forward the total amount of such deductions forthwith to the Civil Service Employees Association, 143 Washington Avenue, Albany, New York, or such other address as may be agreed to. Such payroll deduction authorizations shall be in writing, signed by the employee and shall be in the form generally in use by the Union.

- 8-2 Amounts for such deductions shall become effective only upon filing with the VILLAGE a certified copy of the resolution of the Union or other document authorizing such amount. Dues shall be a uniform amount for full-time employees. Such payroll deduction authorizations shall take effect fifteen (15) days after receipt thereof by the VILLAGE. The VILLAGE shall not be liable to the Union by reason of the requirements of this section for the remittance or payment of any sum other than that constituting the deductions agreed to be made from employees' wages.
- 8-3 The VILLAGE shall deduct from the salary or wages paid to each employee in the negotiating Union who has not authorized in writing a deduction of Union dues as set forth above, an amount equivalent to the dues levied by the Union, and the VILLAGE shall transmit such amounts to the Civil Service Employees Association, at 143 Washington Avenue, Albany, New York or such other address as designated by the Union. Such deductions shall commence no later than fifteen days after the employee becomes covered by this Agreement.
- 8-4 The Union agrees to hold the VILLAGE harmless from any and all money damages which the VILLAGE pays as a result of a decision of a Court of competent jurisdiction holding the VILLAGE liable for damages for compliance with the wage deductions provided by this section, or for any other monies deducted from an employee's wages and paid to the Union at the Union's request.

SECTION 9. ADMINISTRATION OF AGREEMENT

Pursuant to the Civil Service Law: "It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore shall not become effective until the appropriate legislative body has given approval."

SECTION 10. SENIORITY

10-1 Seniority will be based on the original date of employment with the VILLAGE for all employees, unless otherwise required by law.

10-2 For permanent job assignments within a title, and for overtime, ability and adaptability as determined by the VILLAGE, as well as seniority, shall prevail insofar as practicable and consistent with the needs of the VILLAGE, unless otherwise provided by law.

10-3 Each department shall maintain a seniority listing of employees.

SECTION 11. GRIEVANCE PROCEDURE

A. **GENERAL**

1. The Union shall have the exclusive right to present grievances on behalf of individual employees.
2. Individual grievances must be in writing and be signed at all steps by the employee affected and by the Unit Representative.

3. All grievances shall specify the contract section(s) claimed to have been violated, and shall be presented at the first appropriate step within ten (10) work days of the occurrence being grieved.
4. With the consent of the VILLAGE, and to the extent reasonably required, and without interfering with the performance of VILLAGE work, the CSEA Village Unit Representative shall be relieved of his duties without loss of pay to attend to the processing of grievances.
5. This grievance procedure shall be the exclusive remedy of the Union and employees to redress a grievance, except to the extent that a final determination in the grievance procedure may be subject to review in the courts.
6. The VILLAGE reserves the right to intervene at any step to overrule or modify any intermediate decision in order to expedite the resolution of any grievance.

B. STEP 1.

An individual grievance shall be presented to the employee's immediate supervisor (not in the bargaining unit). A copy of the grievance shall be simultaneously forwarded to the VILLAGE Mayor.

The immediate supervisor shall arrange an informal meeting with the affected employee within five (5) days. The supervisor shall thereafter notify the employee and the Union in writing of the decision on the grievance within five (5) days of the informal meeting's scheduled time.

C. STEP 2.

If an individual and the Union are dissatisfied with the decision at Step 1, the grievance shall be presented to the VILLAGE Mayor within five (5) days of the date of the Step 1 decision.

The Mayor, or his representative, shall arrange a hearing on the grievance within ten (10) days of its receipt. The employee and/or a Union Representative shall have the right to be heard at such hearing.

The Mayor shall issue a written decision to the Union within fifteen days of the hearing's completion.

D. STEP 3.

If the Union is dissatisfied with the Step 2 decision, it shall notify the Mayor to submit the matter to advisory arbitration. Such notification shall be made within five (5) days of the receipt of the Step 2 decision.

The parties shall attempt to agree upon an arbitrator. If no agreement is reached within five (5) days of VILLAGE's receipt of the notification, either party may request PERB to assign an arbitrator who shall thereafter conduct a hearing and render an advisory award.

All costs, fees and other expenses of the arbitration shall be shared equally by VILLAGE and the Union.

E. STEP 4.

If either the Union or the Mayor is dissatisfied with the decision at Step 3, the decision may be appealed to the VILLAGE at a special meeting of the VILLAGE Board

of Trustees which occurs no more than ten (10) days following receipt of the Step 3 decision.

The decision of the VILLAGE Board shall be final and binding except to the extent same is reviewable in Court pursuant to CPLR Article 78.

If no decision is made by the VILLAGE Board at such meeting, the decision at Step 3 shall be final and binding.

SECTION 12. SALARIES

Effective June 1, 2004, the VILLAGE shall increase the then annual salaries of all Unit employees by three percent (3%).

Effective June 1, 2005, the VILLAGE shall increase the then annual salaries of all Unit employees by three percent (3%).

Effective June 1, 2006, the VILLAGE shall increase the then annual salaries of all Unit employees by three and a half percent (3.550).

Effective June 1, 2007, the VILLAGE shall increase the then annual salaries of all Unit employees by three and a half percent (3.5%).

Effective June 1, 2008, the VILLAGE shall increase the then annual salaries of all Unit employees by four percent (4%).

SECTION 13. PAST PRACTICES

This contract contains all terms and conditions of employment to which an employee is entitled. Any benefit which exists outside this contract is not an employee entitlement, but continues solely in the discretion of the VILLAGE.

SECTION 14. UNEMPLOYMENT, WORKERS' & DISABILITY INSURANCE

- A. The VILLAGE shall continue to provide employees with New York State unemployment insurance coverage.
- B. 1. All on-the-job injuries are covered by standard Workers' Compensation Insurance which reimburses the injured employee and/or the VILLAGE for medical costs and loss of salary up to maximum limitations.
2. All working days missed due to on-the-job injuries will be charged against accrued time off as follows: first, accrued sick time available at time of injury will serve as the first phase of wage continuation, then secondly, accrued vacation and personal leave until all time is used up. Where the VILLAGE is reimbursed by Workers' Compensation Insurance, such accrued leave will be credited in proportion to the amount of such reimbursement. Salary payments to the employee will cease upon exhaustion of such employee's accrued time off. The employee is responsible to seek continued wage payment benefits from the Workers' Compensation Board.
3. In the event an employee is also a member of the Farmingdale Fire Department and suffers an injury due to firematic activity as defined by the Workers' Compensation Law and misses work as a VILLAGE employee due to such firematic injury, the employee will be charged against accrued time off for days missed until such accrued leave time

has been exhausted as follows: first, accrued sick time available at the time of injury will serve as the first phase of wage continuation, then secondly, accrued vacation and personal leave until all time is used up. Thereafter, salary payments to the employee will cease. The employee is responsible to seek continued wage payments from the Workers' Compensation Board.

Under the provisions of the Volunteer Fireman's Benefit Law, a fixed amount is paid to the claimant weekly. This amount shall be subtracted from all wage continuance time available to a VILLAGE employee until exhausted.

- C. Certain accidents and disabling illness as which prevent the employee from working are covered by Disability Insurance. Pursuant to law, this will partially compensate the employee for lost wages, beginning after five (5) days of continuous incapacity from the date the disability began.

SECTION 15. MILITARY LEAVE

Employees shall have the benefits and protections which must be afforded to them under applicable State and Federal Laws in relation to leave for military leave.

SECTION 16. LEGALITY

Notwithstanding anything to the contrary contained herein, if one or more of the

provisions of this contract are found to be illegal, all other provisions are to remain in full force and effect.

SECTION 17. FULL-TIME BENEFITS

The following additional benefits exist for permanent full-time employees:

A. VACATION ENTITLEMENTS

1. Upon completion of six (6) months of service, an employee shall be credited with five (5) days of vacation time. Upon completion of one (1) year of service, an employee shall be entitled to an additional six (6) days of vacation time.
2. On the anniversary day of each year of actual completed service, following the first anniversary day, an employee shall be credited with vacation time in accordance with the following schedule:

<u>Years of Actual Completed Service</u>	<u>Vacation</u>
2	12 days
3	13 days
4	14 days
5	15 days
6	16 days
7	17 days
8	18 days
9	19 days
10	20 days
11	21 days
12	22 days
13	23 days
14	24 days
15	25 days

For employees whose service is interrupted, cumulative periods of employment will be compiled to determine the number of actual years of completed service.

3. Vacation time may not be accumulated beyond one year's entitlement (i.e., a maximum of twenty-five (25) days accumulation is possible). Any days not used within one anniversary year following an entitlement shall be lost.
4. Vacation time shall be granted consonant with the administrative needs of the VILLAGE and shall be taken on consecutive days unless otherwise expressly approved by the Mayor. Departmental seniority shall be considered. The vacation schedule begins each year on June 1. Employees must give at least thirty (30) days prior notice in order to have their departmental seniority considered. The Union recognizes that in no event shall more than two (2) employees in anyone department be allowed vacation at the same time.
5. Request for vacation leave is to be made as far in advance as possible by the employee completing "Request to Be Absent" form which must be given to the employee's Supervisor for processing.
6. Units of time less than one-half (1/2) day will not be permitted.

B. SICK LEAVE REGULATIONS FOR ALL FULL-TIME EMPLOYEES

1. Sick leave of twelve (12) days per fiscal year is earned at the rate of ½ day per bi-weekly pay period. For unit employees hired prior to June 1, 2004, sick leave can be accumulated to a maximum of 120 days. For unit

employees hired on or after June 1, 2004, sick leave can be accumulated to a total of ninety (90) days.

2. A doctor's certificate describing the nature of the illness and its prognosis shall be submitted if an employee is absent because of illness for three consecutive days or more.
3. Sick leave is for personal medical illness or injury only.

C. TERMINATION PAY

1. Unless discharged for cause, upon termination of service, a unit employee with five (5) or more years of service with the VILLAGE, hired prior to June 1, 2004, shall be entitled to receive a full one-hundred percent (100%) cash payment for unused accumulated vacation time (including prorated vacation time in the year of termination from service), plus unused accumulated sick leave not exceeding ninety (90) days. Employees with less than five (5) years of VILLAGE service shall receive a fifty percent (50%) payout for such accumulated entitlements.
2. Unless discharged for cause, upon termination of service, a unit employee with five (5) or more years of service with the VILLAGE, hired on or after June 1, 2004, shall be entitled to receive a full one-hundred percent (100%) cash payment for unused accumulated vacation time (including prorated vacation time in the year of termination from service), plus unused accumulated sick leave not exceeding sixty (60) days. Employees with less than five (5) years of VILLAGE service shall receive a fifty percent (50%) payout for such accumulated entitlements.

D. PERSONAL LEAVE

1. Each employee shall have four (4) personal leave days per year of employment.
2. Minimum charge against personal leave shall be one-half (1/2) day.
3. Personal leave may be used for religious observance, personal business, or emergencies. At least one week advance notice of intention to use personal leave shall be given to the department. However, in case of emergency, the employee shall notify his/her department Supervisor or Clerk's Office as soon as possible.
4. An employee shall be granted non-emergency personal leave day if he/she gives notice as set forth above provided the granting of personal leave shall not unduly or unreasonably interfere with the staffing of the VILLAGE. If the VILLAGE intends to deny the use of personal leave on the grounds that it will unduly or unreasonably interfere with the staffing, such decision shall be communicated to the affected employee no later than forty-eight (48) hours after the leave request is made by the employee. If requested by the Union, a meeting will be held forthwith between the VILLAGE and the Union in a good faith effort to accommodate the needs of all parties.

E. EMPLOYEES' HEALTH INSURANCE PLAN

1. The VILLAGE shall have the right to change health insurance providers, so long as benefits are comparable, without further negotiations.

2. The "Empire Plan with core enhancements" under the State Health Insurance Plan is available to all employees. For unit employees hired prior to June 1, 2004, the VILLAGE shall pay one hundred percent (100%) of the premium cost of said health insurance when selected by the employee. For unit employees hired on or after June 1, 2004, the VILLAGE shall pay ninety-five percent (95%) of the premium cost of said health insurance when selected by the employee. Eligibility for coverage begins after six (6) months of employment. Employees with dependents shall be eligible to select family coverage.
3. Materials describing the benefits shall be made available to employees. Notwithstanding anything else in this Section to the contrary, the VILLAGE and the Union agree that the VILLAGE shall be obligated only to comply with such State regulations as may be promulgated and which require VILLAGE action in order to maintain a Participating Agency in this plan.
4. No employee shall be entitled to receive the benefit of any payment if covered by the same health plan under his own or another individual's non-VILLAGE employment.
5. In the event that an employee chooses not to join the health insurance plan, he is required to sign a "Declination of Health Insurance."
6. a. For unit employees hired before June 1, 2004, the VILLAGE shall provide one hundred percent (100%) of the premium for health insurance during their retirement, provided the employee has

been employed by the VILLAGE for at least ten (10) years, and for a period of at least three (3) years immediately preceding his or her retirement.

For unit employees hired on or after June 1, 2004, the VILLAGE shall provide ninety-five percent (95%) of the premium for health insurance during their retirement, provided the employee has been employed by the VILLAGE for at least ten (10) years, and for a period of at least three (3) years immediately preceding his or her retirement.

- b. In accordance with the regulations of the NYS Government Employees Health Insurance Program, such retired individuals will receive such paid health insurance upon the date they become eligible to receive retirement benefits, 55th or 62nd birthday. Prior to being eligible to received paid health insurance benefits, the individual must continue enrollment and assume the cost of the health insurance plan during any lapse in employment by the VILLAGE. The individual will lose their vested right in receiving health insurance benefits from the VILLAGE if enrollment in the health plan is discontinued at any time prior to reaching retirement age.
- c. Paid health insurance benefits shall not be granted to unit employees that are terminated by the VILLAGE.

- d. Dependents of deceased retirees who received paid health insurance from the VILLAGE will be permitted to enroll in the health insurance plan at their expense.

F. DENTAL PLAN

The VILLAGE at its cost shall continue to cover all full-time bargaining unit members for the duration of the contract with dental coverage through the CSEA-EBF Horizon Dental Plan. Employees must complete a six-month waiting period before being eligible for inclusion in the covered group. The VILLAGE reserves the right to change dental plan providers so long as benefits remain comparable.

G. OPTICAL PLAN

The VILLAGE at its cost shall continue to cover all full-time bargaining unit members for the duration of the contract with optical coverage through the CSEA-EBF Platinum Optical Plan. Employees must complete a six-month waiting period before being eligible for inclusion in the covered group. The VILLAGE reserves the right to change optical plan providers so long as benefits remain comparable.

H. HEALTH INSURANCE BUYBACK PROVISION

1. All eligible employees enrolled under the VILLAGE's Health Insurance Program, and not otherwise exempt pursuant to Section 17(E) of this Agreement, may voluntarily participate in the Health Insurance Buyback Program.
2. Each employee desiring to participate in this program shall obtain an application and a New York State Declination of Health Insurance form PS-403 from the VILLAGE. Said application shall be completed by he

employee, and may be reviewed by the Union at the employee's option, prior to its return to the VILLAGE. Said application shall include a signed and notarized affidavit stating that the employee has insurance coverage other than that provided by the VILLAGE, and proof of such insurance coverage shall be attached.

3. Employees may exercise their option to disenroll, or re-enroll in the VILLAGE's Health Insurance Program by making such application during the first week of November of each year. Such disenrollment, or re-enrollment, in the program will then become effective as of the January 1st immediately following such application.
4. An employee who voluntarily disenrolls for the health insurance coverage shall be entitled to one-twelfth (1/12th) of the annual buyback amount for each month of non-coverage within each calendar year, which amount shall be equal to fifty percent (50%) of the premium cost to the VILLAGE for individual or family coverage, whichever is applicable to the disenrolling employee, but only to the extent that premiums have not already been paid during such time period.
5. All payments will be made in arrears annually on or about December 1st of each year.
6. An employee who re-enrolls in the VILLAGE's Health Insurance program after having participated in the Buyback Program may not participate in the Buyback Program again for a minimum of one (1) year.

7. In accordance with the regulations of the New York State Government Employees Health Insurance Program, an employee with at least ten (10) years of service with the VILLAGE who would ordinarily be entitled to continue his/her health insurance coverage into retirement may not do so if he/she is disenrolled from the program on the date of his/her retirement.
8. This section is subject to all applicable state regulations and statutes.

I. MILEAGE ALLOWANCE

Employees shall receive a mileage allowance equal to the maximum allowed by IRS, but not to exceed \$.28 per mile in accordance with the following:

1. Prior approval is required from the employee's supervisor for use of the employee's personal car on VILLAGE business.
2. Mileage incurred while traveling from one assignment to another on VILLAGE business shall be in accordance with the mileage determined. If no prior determination has been made, actual mileage to the nearest tenth shall be submitted on the mileage report form.
3. An employee shall not be compensated for mileage traveled in reporting from home to the first place of assignment each day or from the last place of assignment to home upon completion of daily employment.

J. HOLIDAYS

1. On those days indicated, the VILLAGE administrative offices are usually closed. Employees shall not lose pay as a result of such closings
2. Holidays are: July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the next day, Christmas Day, New Years Day,

Martin Luther King, Jr. Day, Presidents' Day, Memorial Day and two hours on Election Day.

3. Unless the Mayor determines that the workload does not permit, employees shall also be provided (under "Holidays"):

2 hours Wednesday before Thanksgiving

2 hours Good Friday

One-half (1/2) day work day before Christmas Day

One-half (1/2) day work day before New Year's Day

4. In the event a holiday set forth at subparagraph "2" falls on a Saturday, said holiday shall be observed on the prior Friday. In the event a holiday set forth at subparagraph "2" falls on a Sunday, said holiday shall be observed on the following Monday.

K. BEREAVEMENT LEAVE

An employee shall be granted three (3) days off without loss of pay or other benefits and without charge to any other leave time, upon the provision of sufficient documentation if requested by the VILLAGE, in the event of the death of the employee's spouse, child, father, mother, foster child, adopted child, brother, sister, mother-in-law and father-in-law. In addition, the Mayor shall be authorized to grant additional bereavement leave without pay.

L. DISCIPLINARY PROTECTION

1. As a matter of policy, the VILLAGE is committed to the goal of progressive discipline.

2. In addition to any protection afforded to covered employees pursuant to Section 75 of the Civil Service Law, for employees with twelve (12) months' service to the VILLAGE, the Union shall be entitled to utilize the advisory grievance procedure of this Agreement (Section 11-D) to review any discipline imposed by the VILLAGE.

M. MEAL PERIODS

Except in an emergency, employees shall receive one break of fifteen (15) minutes in duration during the time between the start of the work day and lunch, not to be taken continuously with the lunch break. Employees who use this break for coffee or food shall do so at an establishment in closest proximity to their work site at the time of the break. Each employee shall also receive a one (1) hour lunch break, calculated from the time they leave their work site until their return to work. Except in an emergency, employees shall receive one break of fifteen (15) minutes in duration during the time between the lunch break and the end of the work day, not to be taken contiguously with the lunch break or at the end of the day. Employees who use this break for coffee or food shall do so at an establishment in closest proximity to their work site at the time of the break.

N. LABOR MANAGEMENT COMMITTEE

In the event a problem of mutual concern arises during the life of the Agreement, a "Labor Management" Committee of two (2) persons appointed by the Union and two (2) by the VILLAGE shall meet to discuss same.

O. SAFETY

1. VILLAGE vehicles shall be inspected at least once annually.

2. In the event an employee becomes concerned about unsafe equipment, the Union representative shall forthwith bring this to the attention of the Village Clerk who shall forthwith determine the issue.
3. In addition to equipment and uniforms currently provided or required by the VILLAGE, the VILLAGE shall make available work gloves and goggles where needed.

P. LEAVE ENTITLEMENTS

Each fiscal year, the VILLAGE shall furnish each employee with an updated list of leave accruals.

Q. MEAL ALLOWANCES

Any employee who actually works his or her regularly scheduled tour of duty, and then an additional two (2) or more hours of continuous overtime, shall receive a meal allowance stipend in the amount of Ten Dollars (\$10.00). Effective with the ratification of this agreement, any employee who is called in to work overtime, not contiguous with his or her regularly scheduled tour of duty, and actually works eight (8) or more hours of continuous overtime, shall receive a meal allowance stipend in the amount of Ten Dollars (\$10.00).

SECTION 18. ADDITIONAL PAY

A. OVERTIME

For permanent full-time employees, any work performed after execution of this Agreement beyond forty (40) hours (inclusive of authorized leave) shall be compensated, at the option of the VILLAGE, by time and one-half, payable either by:

1. compensatory time; or
2. cash, based upon an eight hour work day and a 261 day work year.

Employee requests to use compensatory time remain in the discretion of the VILLAGE.

Overtime for Thanksgiving Day, Christmas Day, New Year's Day, July 4th and Labor Day shall be payable at double time.

B. RECALL

Employees of the Highway and Water Departments who have left work and who are then called back to work for non-contiguous overtime by any authorized representative of the VILLAGE after they have completed their normal workday, shall be guaranteed a minimum of four (4) hours' pay at overtime rates.

C. DPW STIPEND

In addition to general salary increases (if any), employees assigned to the Department of Public Works (not including the Water Department) shall receive a \$500 annual increment for the first four (4) years of employment on the anniversary date of employment.

D. METHOD OF OVERTIME PAYMENT

Paychecks representing compensation for overtime earnings shall be issued separately from base wages.

E. OVERTIME SENIORITY

1. Seniority for the purposes of overtime shall be defined as beginning on the date of full time employment with the VILLAGE.

2. The DPW Superintendent shall establish a Seniority List for the purposes of assigning overtime to unit employees on a rotating basis, and the Superintendent shall use his best efforts to adhere to the order on said list. However, in situations deemed to be an emergency by the Superintendent he shall have discretion to deviate from the order on the seniority list based on certain factors, including the distance of an employee from the VILLAGE at the time of need, the qualifications of the employee and the requirements of the manpower needed.
3. Prior to any predicted weather emergencies, all unit employees shall provide to the VILLAGE a contact phone number. Unit employees will do their utmost to be available in such an emergency. The Superintendent shall contact unit employees at the designated number, following the order of the list, until he has obtained staffing necessary to handle the emergency. If employees do not respond in a timely fashion, in the discretion of the Superintendent, depending on the exigencies of the emergency, the Superintendent, after exhausting the list of all unit employees, may employ personnel from outside the unit on a temporary basis to handle said emergency.

F. LONGEVITY

1. Longevity pay shall be paid to full-time bargaining unit members. Such pay shall be based on the number of years of completed service. Service shall be defined as employment with the VILLAGE. Service must be continuous to qualify for this benefit. Breaks in service of one year or

more, except for military leave, shall constitute a break and prior service shall not be credited for purposes of longevity.

2. Longevity payments shall be paid pursuant to the following schedule:

Ten (10) years \$1,500

Fifteen (15) years \$2,000

Twenty (20) years \$2,500

with the understanding that the longevity stipend is only to be paid upon the employee attaining the respective anniversary date, and shall only be paid that year. The longevity payments reflected herein are not annual payments, but are one-time payments made upon the employee attaining the respective anniversary date. The longevity provisions will not be retroactive beyond June 1, 2004.

SECTION 19. DRUG AND ALCOHOL TESTING

A. The VILLAGE may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the VILLAGE shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the VILLAGE's reasonable suspicion within seventy-two (72) hours of the request. Prior to ordering any such testing, the VILLAGE shall provide the Union with reasonable notice of such order, and wherever practicable, an opportunity to consult with the employee prior thereto.

B. The VILLAGE shall use either a hospital, or accredited testing lab, as chosen by the VILLAGE, for such testing. Additionally, the VILLAGE shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. Any and all such witnessing shall be done by a party who is the same gender as the employee being tested. Any test showing a positive result will be confirmed by the gas chromatography/mass spectrometry (GC/MS) or any other similarly recognized method before any administrative action is commenced.

1. Upon request, the VILLAGE shall provide an employee with a copy of any test results which the VILLAGE receives with respect to such employee along with such other information as is required to assure the tests were properly conducted.

2. A portion of the test sample, if positive, shall be retained by the hospital/accredited testing lab for fourteen (14) days so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory and/or hospital certified by the State of New York to perform drug and/or alcohol testing of the employee's choosing and at the employee's own expense. The Union will be advised of

passed or failed tests to the extent that the releasing of such data is not inconsistent with Federal or State Laws regarding the privacy of said test or if the individual involved does not want this test released to the Union.

- C. Use of illegal drugs or alcohol or abuse of prescribed drugs, at any time, or refusal to submit to such testing shall be cause for discipline, including termination, subject to the relevant grievance procedures set forth in Section 17(L) of this Agreement. All issues relating to the drug and alcohol testing process (i.e., whether there is reasonable suspicion, whether a proper chain of custody has been maintained, etc.) shall be subject to the grievance procedures of this Agreement.
- D. 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.

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

2. 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 of erratic behavior, conduct or behavior which warrants employer inquiry because of a direct bearing on 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.

E. This provision shall not impair the right of the VILLAGE to require medical and/or drug testing of employees as permitted or required by State or Federal law or regulation.

SECTION 20. EXISTING RETIREMENT BENEFITS

Employees shall be entitled to the existing retirement benefits as required by law; however, this clause shall not be grievable.

SECTION 21. LEGAL RIGHTS

Employees shall be provided all of the protections required to be given them under law, but this paragraph shall not be grievable.

SECTION 22. PROMOTIONS

The VILLAGE acknowledges the benefit and importance of in-house promotions and shall endeavor to grant qualified incumbent employees preferential treatment in filling vacancies.

SECTION 23. CSEA PARTICIPATION IN THE VILLAGE'S PROPOSED DEPARTMENT OF POWER AND LIGHT

The VILLAGE shall notify CSEA, Inc., upon the creation of the proposed Department of Power and Light in order to grant representational rights to CSEA, Inc. CSEA, Inc., understands that the VILLAGE makes no representations or warranties concerning the creation of the proposed Department of Power and Light.

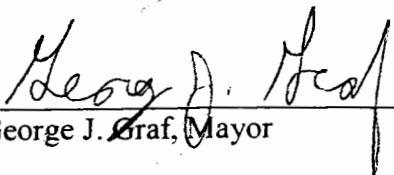
SECTION 24. SUPER SENIORITY

In the event of layoffs the VILLAGE would agree that all CSEA Officers would be the last employees within their various job titles to be laid off, regardless of their actual length of service with the VILLAGE.

IN WITNESS WHEREOF, the parties have hereto set their hand and seal this

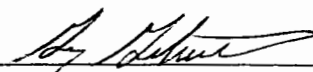
Day of May, 2005.

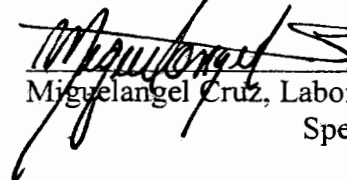
FOR THE VILLAGE


George J. Graf, Mayor

FOR THE CSEA, INC.

LOCAL 1000, AFSCME, AFL-CIO


Geary Gerhardt, Unit President


Miguelangel Cruz, Labor Relations Specialist