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AGREEMENT

by and between the

VILLAGE OF BLASDELL

and

CSEA, Local 1000 AFSCME, AFL-CIO

Village of Blasdell Blue Collar Unit
Erie County Local 815

June 1, 2000 — May 31, 2004
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ARTICLE I - RECOGNITION

1.1 The Village of Blasdell agrees that the Civil Service Employees Association, Inc., Local 1000, AFSCME APL-CIO, Blasdell Blue Collar Unit Local #815 represents its full-time employees in the Department of Public Works and at its Wastewater Treatment facilities, except Department Heads, and this group of employees shall be known as the Blue Collar Unit.

1.2 The period of unchallenged representation status for the CSEA shall be for the maximum period under the law.

1.3 In accordance with the Public Employees Fair Employment Law, Article 14 Civil Service Law, recognition is for the purpose of representing the above mentioned employees in negotiations and in the settlement of grievances.

1.4 CSEA affirms that it does not assert the right to strike against the Village, to cause, instigate, encourage or condone any strike, or to impose an obligation upon its membership to do the same.

1.5 Wherever the male gender is used in this Agreement, it will be construed to include male and female employees.

ARTICLE 2 - UNION CHECK OFF

2.1 Upon the presentation of current membership dues authorization cards and other CSEA Insurance deduction cards as signed by the individual employees, the Village shall deduct biweekly from the wages of each employee those monies so designated. The Village shall have no obligation to deduct any monies from the wages of the employees unless the authorization cards are on file with the Village Clerk of the Village of Blasdell.

The Village hereby agrees to transmit said monies to the CSEA, Inc., 143 Washington Avenue, Albany, New York 122210. The individual employees and the Association waives all rights and claims for said monies deducted and transmitted in accordance with the dues authorization and hereby relieves the Village and its officers from liability thereof.

2.2 On the effective date of this Agreement, the employer shall supply to the Blasdell Blue Collar Unit, a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work locations, membership status, insurance deduction and first date of employment. Such information shall hereafter be provided to the Blasdell.
Blue Collar Unit upon the signing of the contract and any other additions or deletions thereafter.

2.3 The Unit President, on or about May 1 of each year, shall furnish in writing to the Village Administrator an up to date list of all unit officers and stewards.

The Unit President will immediately notify the Village Administrator in writing of any changes to the list.

2.4 The CSEA shall defend and hold the employer harmless against all claims demands, suits and liabilities arising from the operation of this provision. However, the association shall not be liable to hold the employer and its officers harmless for errors made by any of the employer's officials which may arise due to the aforementioned official's negligence. Any such claims, losses or damages shall be the sole responsibility of the employer and/or its officials.

ARTICLE 3 - RIGHTS OF CSEA

3.1 The CSEA shall have unchallenged representation status with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under the terms and conditions of this Agreement, to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation to direct, manage and govern its own affairs, and to pursue all objectives from any interference, restraint, coercion or discrimination by the employer or any of its agents.

3.2 Access to Employees - The Union, and its designated agents, shall have the sole and exclusive right to access to members of the bargaining unit during working hours to administer this Agreement and to explain Civil Service Employees Association's sponsored benefits and programs.

3.3 The Employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc. shall be provided access to the bargaining unit employees. The Employer further agrees that it will not authorize any other organization or union to hold meetings for the purpose of discussing terms and conditions of employment, or be provided meeting space, on property or premises owned or occupied by the Village.
3.4 The Union representative will make a reasonable effort to notify the Village in advance of his anticipated arrival at the Village office or other areas for the purpose of investigating any matter arising out of this Agreement and will minimize any interruption to the Village work during discussion with the Union members while on Village time. The Local Union President, or his designee, will be notified as soon as reasonably possible of any telephone calls from the Union representative.

3.5 Employee Organizational Leave

(a) The Union President, and/or his designee, shall be allowed an aggregate of ten (10) days absence per year with pay, and without charge to other leave accruals for official Union business, provided that:

(1) The Union President shall submit a written request for the use of a leave day verifying that the leave requested is for official union business. Such requests shall be submitted to the Village Administrator at least three (3) work days prior to such leave, whenever possible.

(2) Leave time will be arranged so as to cause minimum disruption of the Village operations; and

(3) Any such Union business, to the extent possible, shall be done before or after the normal work day.

(b) For the purpose of this provision, time utilized by the Union, for official Union business, shall be taken in blocks of no less than one-half (1/2) day, unless the Village, in its sole discretion, agrees otherwise.

(c) It is understood and agreed that the ten (10) day period noted above is the maximum period of time allowed for union business falling within the course of the normal work day. However, meetings between Village and Union officials which occur at times during the normal work day which are acceptable to the Village shall not be charged to the ten (10) union days.
4.

(d) After the ten (10) allotted days noted above On August 8th at 8:29 p.m. Mar¥au BdbM~uhae~aRabedpttkew Patrick. Jason weighed in at additional Mothers and baby care for one doing well.

Anyone wishing to send congratulation wishes or prehearings or prehearing conferences designated official to attend official PERB.

23 Sandpiper Lane

ARTICLER4xfer@MANAGEMENT4RIGHTS

4.1 Except as specifically addressed in this Agreement, the Village retains all rights, privileges and authority, including, but not limited to, the exclusive right to direct and schedule the work force, plan, direct and control operations, and to promulgate and enforce reasonable rules and regulations.

4.2 The Village may subcontract bargaining unit work, and agrees that:

(a) Any subcontracting will not result in the layoff of any bargaining unit member;

(b) Any subcontracting will not prevent the recall of any bargaining unit member currently on a layoff/recall list; and

(c) Subcontracting will be done in good faith, and for legitimate business reasons.

(d) The Village agrees that where subcontracting is utilized in any particular area or department, the current level of unit personnel shall be maintained. However, the Village will not be obligated to maintain current staff levels where circumstances beyond the Village's control and authority cause a reduction of personnel.

4.3 If the Village abolishes the Department of Public Works and/or Wastewater Treatment Plant and transfers responsibility for providing these services to any other entity by sale, merger, consolidation, dissolution, transfer of function or any other means, the Village will make every reasonable effort to ensure that the new employer accept the transfer of the current Village employees as employees of the new employer.
ARTICLE 5 - RIGHTS OF THE EMPLOYEES

5.1 Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the CSEA without fear of coercion, reprisal or penalty from the CSEA or the Employer.

5.2 Employees may join and take an active part in the activities of CSEA without fear of any kind of reprisal from the Employer or its agents as long as such activity is performed on the employee’s own time.

5.3 Agency Shop

(a) The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, with the exception of the Department Heads who are not in the bargaining unit.

(b) The CSEA, Inc. warrants that it has established and maintains a procedure pursuant to Section 208(b) of the New York Civil Service Law. CSEA agrees to hold the employer harmless against any and all claims, demands, suits and liabilities arising from the operation of the provision, except for any negligence by the Village, which results in a failure to promptly furnish the CSEA monies deducted pursuant to this Article.

5.4 Non-Discrimination

(a) CSEA agrees to continue to admit all employees to membership and to represent all covered employees without regard to race, creed, color, national origin, sex, age, disability, marital status.

(b) The Village agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, sex, age, disability, marital status.
ARTICLE 6 - HOURS OF WORK

6.1 Regular Work Week

The regular work week for all employees (DPW and WWTF) shall consist of five (5) consecutive eight (8) hour days. However, the Village reserves the right to use an alternate work schedule, pursuant to current practice, for employees of the WWTF. Under this alternate schedule, and consistent with current practice, employees who work on Saturday or Sunday will not receive premium pay unless such schedule causes the employee to exceed a 40 hour work week during any payroll cycle.

6.2 Overtime

(a) Authorized overtime work for all employees covered by this Agreement shall be compensated at one and one-half times the employee's regular straight time hourly rate on the number of hours actually worked in excess of eight (8) hours per day or forty (40) hours per week. All compensated time shall be considered as time worked in fulfilling the forty (40) hour requirement.

(b) Employees at the Waste Water Treatment Facility who work unscheduled time on Sundays shall be paid at the rate of time and one-half for all such unscheduled time actually worked. Employees of the DPW required to work on a Sunday shall be paid at the rate of time and one-half (1 1/2) the employee's regular rate of pay.

6.3 Shifts

(a) The current shift shall be from 7:00 a.m. to 3:30 p.m., with a one-half (1/2) hour unpaid lunch period. However, the Village shall have the right, even without union approval, to change the hours of work in a declared emergency situation (such as a snow emergency), by the town, county or state.

(b) All employees shall receive a work break of fifteen (15) minutes for each four (4) hours of work, each day. Work breaks shall be taken at times designated by the working crew chief, who shall make an effort, where the job and scheduling requirements permit, to schedule break times near the middle of each four hour period.
6.4 Minimum Guarantee

All employees called back to work outside of their designated shift time who arrive at their work station within one-half (1/2) hour of the call back shall be guaranteed a minimum of three (3) hours pay to commence on arrival at their work station. The parties agree that overtime which is a continuation of the employee’s shift shall not be considered a call back. Further, the parties also agree that if an employee is released from work at his shift’s end, but prior to leaving work is told to report back to work prior to the normal starting time of his next scheduled shift, such employee will not be eligible for the guarantee.

6.5 Overtime Call-Up

(a) When the Village determines that overtime is necessary, bargaining unit employees shall first be requested to work such overtime, on a call-out basis. Overtime will be scheduled on a rotational system within each department. Call-out will be made by contacting the first employee in the rotational cycle whose turn it is to work. If such employee is unavailable, the next employee in the rotational cycle shall be contacted, and so on around the cycle.

(b) "Unavailable", for the purpose of this Article, shall be defined as any absence (except for approved vacation, paid holiday or paid personal leave time) which prevented the unit employee from working either on the day such overtime is assigned, or the day immediately prior to the day overtime is assigned. Also, an employee shall be considered unavailable if he is not at home at the time of the call, or if his telephone line is busy at the time of the call, and for a maximum of ten (10) minutes thereafter.

(c) The Village may use non-bargaining unit personnel to perform overtime work where there is an insufficient number of bargaining unit employees available to immediately perform the overtime assignment.
(d) Any compensatory time off granted pursuant to this Section must be used within the next ten (10) working days following its accrual. Such compensatory time off will be scheduled by the employee's supervisor, or, in his absence, by the Village Administrator, each of which shall make a good faith effort to schedule the time off per the employee's request. If the compensatory time off is not used within the time frame allowed, it shall be lost, and the employee shall instead be paid at an appropriate rate in lieu of such compensatory time for the time actually worked.

6.6 Mandatory Job in Progress Overtime

If the Village determines that overtime on the job site is necessary to ensure the safety and/or for the overall good of the Village and/or residents, mandatory job in progress overtime may be required for bargaining unit employees.

ARTICLE 7 - SENIORITY

7.1 Probationary Period

(a) All Village employees shall be considered probationary during the first six (6) months after hire or rehire. During such probationary period, employees shall not have any seniority rights, and may be dismissed, disciplined or otherwise terminated by the Village for any reason whatsoever, which dismissal, discipline or termination shall not be subject to the grievance and arbitration provisions of this Agreement.

(b) Upon successful completion of the probationary period, employees shall be placed in the appropriate seniority roster, which seniority shall resort to their date of hire or rehire. For the purposes of this section, recall from layoff is not rehire unless the layoff period has exceeded that period of time enumerated in Section 7.5(f).

(c) Benefits

(1) Health/Hospitalization

Any employee hired after May 31, 1996, will be provided fully paid health insurance upon completion of the six month probationary period.
(2) **Leave Credits**

Upon successful completion of the probationary period, vacation and sick leave entitlement will become effective retroactive to the date of hire. Any and all other leave credit entitlements will become effective on the first day of the first month following successful completion of the probationary period. Such leave credits shall not be retroactive but shall be prorated when applicable.

7.2 **Definition of Seniority**

All employees shall have Village seniority which is acquired after an employee's successful completion of the probationary period, and measured from the date of hire in a permanent job covered by this Agreement.

7.3 **Impact of Absences on Seniority**

Seniority shall not accumulate during the following periods:

(a) Layoff of more than six (6) months
(b) Unpaid absence of greater than ten (10) consecutive work days
(c) Disciplinary suspension.

7.4 **Tie Breaking Policy**

If two or more employees have the same seniority, the more senior will be determined by a drawing of the name among the names of all employees with equal seniority. The first name selected shall be the most senior employee, and so forth. Names shall be drawn by the Union President, and witnessed by the Village Administrator.

7.5 **Seniority Forfeiture**

All seniority rights shall be forfeited and employment shall be permanently severed for any of the following reasons:

(a) If the employee voluntarily quits or resigns and is not reinstated at the sole discretion of the Village Board within one (1) year. If reinstated within a year, the employee will retain his seniority.
(b) If the employee is discharged/dismissed for just cause.

(c) If the employee retires.

(d) If the employee expires.

(e) Abandonment, actual or constructive, of employment due to no-call, no show (AWOL) of three (3) or more consecutive work days, unless an emergency occurs, where the employee must notify the Village Administrator of the specific reason for his absence and supply any documentation requested by the Village. An emergency is any circumstances beyond the control of the employee where even with due diligence on behalf of the employee, such unforeseen circumstance would have prevented the employee from contacting the Village within a three (3) day period.

(f) If the employee is laid off for a period consisting of a time-for-time basis from date of original hire or two (2) years, whichever is the lesser period.

(g) If the employee is on an approved unpaid leave of absence in excess of six (6) calendar months, unless extended by the Village Board.

(h) If the employee fails to return to work within five (5) work days after receipt of written confirmation of recall by certified mail to the employee’s last known address, unless otherwise extended by the Village.

(i) If the employee fails to return to work on the first Monday following the expiration of a leave of absence, unless an emergency occurs.

(j) If the employee falsifies the reason for a leave of absence.

**ARTICLE 8 - LAYOFFS AND RECALL**

8.1 (a) **Layoff Procedure**

Employees with the least seniority are the first to be laid off in any department. All temporary, part-time and probationary employees in the departments are the first ones to go.
11. (b) **Bumping Options**

Bump the employee with the least seniority in the same or other department who has less Village seniority - but only if the employee doing the bumping can perform all the duties of the job classification with minimal training. Employees herein shall have a six (6) month work trial period. The trial period will automatically be extended one (1) day for each work day of absence during the trial period.

8.2 **Recall**

Any employee with seniority rights who has been laid off shall be placed on a recall list for a period of a time-for-time basis from the employee's date of original hire or two (2) years, whichever is the lesser period.

8.3 **Recall Procedure**

(a) A laid off employee shall be recalled by seniority to any department in which there is a vacancy (other than a temporary vacancy) which the Village desires to fill.

(b) If the laid off employee is offered the above recall rights and refuses, his name shall be removed from the layoff list and he shall be treated as having resigned as of his date of refusal.

(c) An employee recalled to any other department pursuant to this section shall continue to have recall rights to the original department he was laid off from for a period of twenty-four (24) consecutive calendar months, beginning with the month immediately following the month in which the employee was laid off.

(d) All laid off employees have a responsibility to inform the Village Administrator, in writing, of their current address and telephone number.

(e) Recall procedure normally will be fulfilled by telephone, followed by written confirmation of the recall by certified mail.

(f) Nothing herein shall prohibit the Village from temporarily filling a vacancy or new position prior to the date of a recalled employee reports for work.
ARTICLE 9 - PERMANENT JOB VACANCIES

9.1 In the event of a vacancy which the Village desires to fill, the Village shall post such vacancy for a period of five (5) consecutive days. Employees interested in such job shall sign their names to the bid sheet. Positions shall be filled on the basis of qualifications, skill and ability possessed by the applicant. Seniority shall be the determining factor when the qualifications, skill and ability among two or more are relatively equal. It is understood and agreed that the Village retains the sole discretion to judge the qualifications, skills and ability of all candidates.

9.2 If the successful bidder vacates the classification, then the second qualified senior employee on the initial posted bid will be awarded the classification.

9.3 The successful bidder will serve a trial period of thirty (3) work days during which the employee's total work performance will be appraised by the Village to determine whether the Village will make the appointment a permanent one. The employee's former job classification position must remain available to him if the employee is reassigned to that position during the trial period, either at the employee's request or because of the Village's evaluation of the employee's work performance.

9.4 Any action by the Village under the terms of this Article shall not be arbitrary or capricious.

ARTICLE 10 - DISCIPLINE/DISCHARGE

10.1 No employee having the benefit of seniority shall be disciplined or discharged without just cause.

10.2 Procedures

The following disciplinary procedure shall apply to all bargaining unit employees with seniority rights, and such procedures shall be in lieu of all rights and procedures specified in Civil Service Law Section 75 and Section 76. Resort to the Civil Service Law Procedure, therefore, shall be foreclosed and barred in favor of the grievance procedure in this Agreement.

(a) The employee and the Union shall receive written notice of the discipline to be issued. "Discipline" means suspension, or discharge.

(b) The employee shall be required to sign the written notice of discipline. Such signature shall only indicate that the employee received the notice and not that the employee agrees with its contents and allegations.
(c) A copy of the notice of discipline will be placed in the employee's personnel file. A notice of discipline pertaining to a suspension shall be considered stale, null and void and will not be relied upon in any fashion by the employer after two years. Written warnings will be placed in the employee's personnel file, but shall be considered stale, null and void and will not be relied upon in any fashion by the employer if the employee works for a six month period and receives no additional written warnings.

A notice of discipline pertaining to discharge shall remain in the employee's file permanently, unless the discharge is overturned by an arbitrator and the employee is reinstated to employment, and in such circumstance the notice will be modified pursuant to the arbitrator's award. If the modification results in the notice of discipline being considered as a suspension or a written warning the modified notice of discipline will be governed by the same time limits for suspensions or written warnings.

(d) In disciplinary actions where suspension is contemplated, the Village has the choice of suspending an employee immediately or not suspending an employee until the resolution of the disciplinary issue pursuant to the grievance procedure herein. No employee shall be placed on suspension (terminated) for greater than thirty (30) days. If the penalty is a request for greater than thirty (30) days' suspension, the employee will be placed back to work until the case is finally settled.

10.3 Disciplinary Grievances

Employees having seniority shall have the right to file a grievance under this Agreement to protest the absence of just cause for discipline. A grievance over suspension or discharge must be presented at Step 4 (Village Administrator) of the grievance procedure within not more than ten (10) days after the date the written notice of discipline was issued. If a grievance is not filed within the appropriate time period, the disciplinary action shall be deemed for just cause.

10.4 Statute of Limitations

Current statutory and decisional law (New York State Courts) as it relates to civil service employees shall govern the statute of limitations for the use of any adverse material to support a charge of incompetence and/or misconduct.
ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 A Grievance shall be defined as a controversy, misapplication, interpretation and/or a dispute between an employee and the Village in accordance with the terms and conditions of this Agreement.

11.2 No alleged grievance shall be entertained and shall be deemed to be waived unless presented at the first available stage within ten (10) working days after the aggrieved party or parties knew or should have known of the act and conditions on which the alleged grievance is based.

11.3 An employee having a grievance will discuss it with the Department Head directly or through a representative of the CSEA. The Department Head shall answer said grievance in five (5) working days.

11.4 If the grievance is not resolved as provided in section 11.3 above, the dispute may be submitted in writing, on the standardized grievance form (annexed to this Agreement as Appendix A) to the Village Administrator who shall respond to it within five (5) working days.

11.5 If the grievance is still not resolved, it may be presented in writing to the Village Board at the next regularly scheduled meeting in Executive Session and the Board will have fifteen (15) days thereafter to render its decision.

11.6 If the CSEA is not satisfied with the decision of the Board, it may proceed to arbitration.

11.7 (a) The New York State Public Employees Relations Board will be petitioned to send a panel of five (5) arbitrators to each party, the parties shall strike alternately names from said panel and the last remaining name shall be the arbitrator.

(b) The parties may further agree, prior to application to the New York State Public Employees Relations Board, to a mutually acceptable arbitrator.

(c) The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, modify or delete any provision of this Agreement.

(d) The cost of the arbitration shall be borne equally by each party.
ARTICLE 12 - SICK LEAVE DAYS

12.1(a) Village employees shall accumulate sick leave at the rate of one and one-half (1 1/2) days for each month of employment, up to a maximum of one hundred eighty (180) days. Any month during which a covered employee works less than ten (10) actual work days in such month, unless on paid leave, shall not be considered for purposes of such employee's sick leave accumulation.

(b) Beginning June 1, 1996, any Village employee who has accumulated the maximum one hundred eighty (180) sick leave days and does not use any sick days between June 1st and May 31st of the following year, will have the option of receiving 40% of the value of the sick days accumulated in excess of the one hundred eighty days, or, may have the additional days added to the sick leave bank.

If the employee elects to accept payment for the sick days, the employee will receive payment in the first pay period in June.

12.2 Sick leave days must be used in units of one (1) work day. However, in the event an employee becomes ill while on the job, he may take leave credit for one-half (1/2) day, provided he has worked at least four (4) hours on that particular day, and a legitimate reason is given to the supervisor in charge. If such reason is a job related one, it is imperative that it be supplied to the supervisor.

12.3 A record of the employee's approved sick leave shall be kept by the department head and such information shall be made available to an employee upon request.

12.4 Use of leave credits for medical visits shall be granted subject to the following conditions:

(a) the medical visit cannot be made at any time other than during the employee's work days, and

(b) at least 24 hours advance written notice, except in an emergency, with proper medical verification, shall be given to the Supervisor (General Crew Chief or WWTP Operator). In the absence of the Supervisor, notice will be given to the Village Administrator.

12.5 The use of sick leave days is limited to instances of actual sickness, illness, disability, or medical visits as described in 12.4 above.

12.6 Where the employee suffers from a long term disability or illness, use of his accumulated sick leave days noted in 12.1 above may be used where the employee submits to the Village proper verification of such long term disability or illness.
16. The Village reserves the right to have the employee submit to a medical examination, to a physician of the Village’s choice, and at its expense.

12.7 The department head may require an attending physician’s certificate after three (3) consecutive days of illness and thereafter a new certificate may be required every two (2) weeks. The Village shall have the right to refer any employee on sick leave to a physician of the Village’s choice. Also, the Village may at any time require a physician’s certificate of illness by a physician of the Village’s choice. If the Village should elect to have a physician of its choice examine the employee, the Village will pay the cost of such examination.

12.8 The Village shall provide a prior notification to any employee who utilizes more than ten (10) sick leave days in any contract year, that the employee will be required to submit reasonable proof of future illnesses such as doctor’s certificate. Any fraudulent use or abuse of sick leave shall be considered sufficient cause for discharge.

12.9 The Village Board reserves the right to have an independent physician conduct a physical examination of an employee on sick leave, in order to render an opinion as to the degree, extent or continuance of disability, the cost of such examination to be paid by the Village.

12.10 Absences All absences due to illness or any other unscheduled absences must be reported within one (1) hour from the start of the employee’s shift by calling 822-1921, extension 19 and leaving a voice mail message, or by calling 823-2214 and leaving a message on the answering machine. Employees may also leave a message on the Administrative Office voice mail by calling 822-1921, extension 10. The employee may also call his supervisor directly.

12.11 Workers’ Compensation

An employee who is absent from work due to an occupational illness or injury will receive his regular Village pay and benefits, for a maximum of 1 year. The Workers’ Compensation benefits for such employee will be sent from the Board to the Village and deposited in the Village’s account as a reimbursement. An employee will not be charged for sick leave days for any days covered for benefits under the Workers’ Compensation Law. The Village, upon receipt of the employee’s Workers’ Compensation benefits, shall reinstate the employee with the number of sick leave days, if any, charged against his sick leave.
ARTICLE 13 - SICK LEAVE BANK

13.1 Any bargaining unit employee of the Village who has accumulated a maximum amount of 180 leave days may have each sick leave day over 180 credited to the leave bank for use by any other bargaining unit employee eligible for leave days but whose leave credits have been exhausted. No employee shall be eligible to use bank days unless he has exhausted all leave days (including vacation time personally available to him).

13.2 Use of bank days shall be overseen by two (2) trustees: one appointed by the CSEA, and one appointed by the Village. The trustees shall act upon all applications for the use of bank days, and the determination of the trustees shall be final and binding upon both the CSEA and the Village. Should a stalemate occur between the Village and union trustee over the application of any employee for use of the bank days, the matter may proceed directly to arbitration utilizing the procedure set forth in Article 11 (Grievance Procedure). The arbitrator shall act as a third member of the leave bank trustee group, with full authority to case a vote over the issue involved. The vote of the majority of the trustees (including the arbitrator) shall be final and binding among all parties involved.

13.3 Use of days from the leave bank shall be limited to instances arising as a result of disabilities, or catastrophic illnesses or injuries.

13.4 The trustees may grant or deny applications for the use of leave days in whole or in part. However, maximum approval shall be limited to twenty-five (25) leave days. Following expiration of any group of 25 days, the trustees may review the employee’s status and, if warranted, may approve up to an additional twenty-five (25) days. The maximum usage by any employee shall not exceed 110 sick leave days for any illness, injury or disability.

ARTICLE 14 - PERSONAL LEAVE

14.1 All employees shall be granted five (5) days per year, for the purpose of personal business. Said personal leave days may be granted, at the discretion of the employee's immediate supervisor, in one-half (1/2) day segments.

14.2 Personal leave shall be granted only for personal business that cannot be conducted after working hours or on the scheduled day off of the employee.

14.3 Request of personal leave must be submitted to the department head in writing at least twenty-four (24) hours in advance, except in the case of a genuine emergency, when notice together with the reason for such absence shall be given within twenty-four (24) hours of return to work.
14.4 Personal leave may be granted up to a maximum of two (2) days with the approval of the employee’s immediate supervisor, to care for a sick or incapacitated spouse or child, provided no other arrangement can be made for their care. The Village reserves the right to require the employee to submit reasonable proof to verify his proper use of this provision. Reasonable proof may consist of a doctor’s certificate, a notarized statement, etc.

14.5 At the end of each fiscal year, unused personal leave will accumulate as unused sick leave credits.

ARTICLE 15 - BEREAVEMENT LEAVE

15.1 When death occurs in the immediate family of a regular full time employee, he shall, upon notification, be granted a leave of absence not to exceed three (3) consecutive work days, one of which would include the day of interment or other disposition of the remains of the deceased.

15.2 Members of the employee’s immediate family are deemed to include only current spouse, parent, brother, sister, son, daughter, grandparent, grandchild, current parent-in-law, current brother-in-law, current sister-in-law, current son-in-law, current daughter-in-law, current stepparent or current stepchildren. An employee shall be granted one (1) day of bereavement leave for the death of a niece or nephew.

15.3 Such leave for death in the family is intended to permit the employee time off for the purpose of handling necessary arrangements and to attend the funeral or service. If the funeral or service is not attended by the employee, no such leave of absence will be granted. The employee must furnish proof of death and attendance at the funeral or service if so requested by the Village.

15.4 In no event shall an employee receive bereavement leave pay when the employee is absent because of sickness or unpaid leave of absence.

15.5 Employees requiring a bereavement leave of absence shall report to the Village, as soon as reasonably practical, the days of absence anticipated because of a death in the immediate family.

ARTICLE 16 - JURY DUTY

16.1 An employee who has completed the probationary period, who is summoned and is actually required and does attend in response to such summons will be paid the difference between the jury fee and up to eight (8) hours straight time pay per day for time actually lost from work due to such jury duty.
16.2 The employee shall be required to:

(a) Notify his/her immediate supervisor as soon as possible, with at least two (2) weeks before the initial day the employee is required to report for jury service.

(b) Return to his/her immediate supervisor a completed form certified by the court clerk.

(c) Cooperate with the employer in requesting excuse or delay from jury service where the employee’s absence will adversely affect the employer’s operations.

16.3 It is understood that employees will report back for work at any time when they are free from the responsibilities of jury duty, where time serviced is less than 1/2 day.

**ARTICLE 17 - RETIREMENT**

17.1 The Employer shall provide the employees with benefits of the New York State Retirement System, which is the 75(I) twenty (20) year career plan.

17.2 The Employer shall provide both riders to the retirement Plan 41(J) and 60(B).

17.3 Upon permanent layoff, death or retirement of an employee, the Village agrees that such employee shall be paid for thirty (30%) per cent of any unused accumulated sick leave at the rate of pay he was receiving on his date of layoff, retirement or death or shall be allowed to use such leave to pay for the cost of the Health Insurance Program as provided under Section 1 of Article 19. Computation of the monies available for the payment of health insurance premiums or for the cash payment shall be determined by multiplying the daily wage rate which the employee was paid on the date of his layoff, retirement or death times the number of days of accrued sick leave the employee had on such date times .30 (thirty per cent). If the employee selects the option of having his health insurance premiums paid after retirement and the monies available for the payment of those premiums become depleted, the retired employee shall be allowed to continue his coverage by paying his portion of the premium directly to the Village on a monthly basis. Similarly an employee who retires and takes the cash option shall be allowed to continue his coverage if he so desires, by paying his portion of the premiums directly to the Village on a monthly basis.

A permanent layoff is defined as any layoff period which exceeds thirty days in duration.
17.4 The balance of any unused and accumulated sick leave days left uncompensated pursuant to 17.3 above shall be used to compute service credit as provided by Section 41(j) of the Retirement and Social Security Law.

17.5 No unused sick leave days which the employee had accumulated as of the effective day of the employee's retirement or date of death shall go into the sick leave bank.

**ARTICLE 18 - VACATION**

18.1 After one (1) year's service 2 weeks
After five (5) year's service 3 weeks
After eight (8) year's service 4 weeks
After twelve (12) year's service 5 weeks
After twenty (20) year's service 6 weeks

Vacation days are accrued on the employee's anniversary date.

18.2 Requests for vacation shall be submitted to the Department Head no later than May 1st for approval. If two (2) or more employees request a vacation at the same time, the employee with the most seniority will be given preference. All vacations shall be taken at a time convenient to the department. No vacation will accumulate while an employee is absent without pay, unless he is absent due to occupational injury or disease. Vacations must be taken during the fiscal year of the Village and may not be carried over into the following year. Vacations are normally not taken in units of less than one (1) week, but under unusual circumstances and with Department Head approval, may be taken in lesser units. A week's vacation is defined as five (5) working days.

18.3 If an employee is required to work during his regularly scheduled vacation period, his vacation period shall be rescheduled at a time convenient to the Board. Any employee who is required to work during his regularly scheduled vacation period, shall have such unused vacation period rescheduled during the fiscal year of the Village. If such unused vacation period cannot be rescheduled during the fiscal year, it may be carried over into the next fiscal year. All rescheduling is at times convenient to the Board.

18.4 Should an employee's Village employment be terminated for any reason other than discharge for cause, he shall be paid for any unused vacation to the date of termination. If the employee is then deceased, such payment shall be made to his estate.
ARTICLE 19 - HEALTH AND INSURANCE BENEFITS

19.1 Active Employee Benefits  The Village agrees to pay the cost of individual or family insurance plan as described below:

(a) Choice Blue CBII-Two Tier $0 INP CO-PAY

CH BL Riders:
Prescription Drug W/Contraceptives $5 CO-PAY
DEP. SURCHARGE $5 CO-PAY

RIDER.C7 Dep/Stud ages 23/23
POS B-Out of Net $100 Ded

The Village will make available the following alternate coverage:

(b) Independent Health Benefit Plan Encompass Bl with Rider B

Rider 31 ($5.00 RX with Birth Control)

Age Ext. Factor - 23 (Full time college/univ. student)

(c) Health Care Plan - Preferred

$0 Inpatient Hospital Co-pay
$5.00 Co-pay prescription drug

UDC -23 Unmarried Dependent Children Coverage to Age 23 if Full Time Student

The Village's contribution for b or c above shall not exceed what the Village is required to pay for the Choice Blue plan.

Fully paid health insurance for new employees shall begin upon completion of the employee's probationary period.

19.2 Alternate Carrier - Health Insurance Plan  - The Village shall have the right to select an alternate carrier to provide health insurance benefits which are comparable to those listed in 19.1 above provided:

(a) the union is advised and involved with the Village's proposed change;

(b) if an issue arises regarding whether or not two or more plans under consideration are comparable, and if the union and the Village are unable to reach an agreement on this issue, the matter shall be resolved through use of the grievance procedure.
Should the matter proceed to arbitration, the arbitrator shall be charged with the authority:

(1) address the issue of comparability, and

(2) where a finding by the arbitrator is made that the plan(s) at issue are not comparable to the current plan, the arbitrator shall make a ruling as to what change and/or additions are needed to make the plan(s) at issue comparable.

(c) the decision of the arbitrator shall serve as final authority on the issue(s) before him

(d) The burden of proof in the arbitration forum shall be upon the party proposing the change in carrier.

19.3 Retiree Health Insurance Benefits

The Village will pay 30% of the cost of the Blue Cross program provided to active employees as described in 19.1 and 19.2 above for employees who have at least fifteen (15) years of continuous service with the Village and who are at least fifty-five (55) years of age at the time of retirement. The fifty-five (55) years of age requirement will be waived if the employee receives an approved disability pension. The 30% Village payment noted above shall be increased by five percent (5%) for each year of continuous service beyond fifteen (15) years of continuous service.

19.4 Duplicate Enrollment

(a) Both Spouses Employed by the Village: If both spouses are employed by the Village, the Village will pay for only (1) family plan.

(b) When Village employee is able to secure comparable health insurance coverage through a spouse's plan.

(c) Where a bargaining unit employee is eligible for comparable coverage under another group health insurance plan.

(d) Where a bargaining unit employee is eligible for less than comparable coverage under another group health insurance plan.
19.5 **Health Insurance Waiver**
Where a bargaining unit employee elects alternate health insurance coverage except, pursuant to 19.4(a) above, the employee shall receive, in lieu of such coverage, an annual amount up to a maximum of fifty per cent (50%) of the premium payment saved, payable in the last paycheck received in May and for waiver of the family plan. The employee may re-enter the Village’s health insurance program upon thirty (30) days advance written notice to the Village Administrator. Re-entry shall be subject to the rules and regulations of the insurance carrier and further subject to a pro rata rebate to the Village of any pay in lieu of health insurance to the employee. (See Appendix B for waiver form and Appendix C for health application/continuation form.)

19.6 **Life Insurance**

a) As of June 1, 1996, the Village will no longer provide the employees with the $5,000 whole life insurance policy. The employees will have the option of continuing the policy by making self payments or the employees can terminate the policy and receive the cash value.

b) As of June 1, 1996, the Village will provide all full time employees with a term group life insurance policy (up to a maximum of $10,000 - see schedule of benefits in (e) below) including accidental death and dismemberment coverage, the premium of which shall be paid by the Village.

c) The Village will continue to provide the insurance, identified in 19.6(b), for all employees who retire from the Village provided that the employee had, at the time of retirement, fifteen (15) or more years of continuous service with the Village. The coverage will be provided at no cost to the retiree.

d) The designation of beneficiary on any life insurance policy shall be solely and exclusively in the domination and control of the employee.

e) **Schedule of benefits:**
- Under age 65  $10,000.00
- Age 65 - 69  $7,500.00
- Age 70 and Over $5,000.00

19.7 **Vision Care Plan**
The Village will provide at no cost to the employee, family coverage for the Employee Benefit Fund Platinum-12 Vision Care Plan.
19.8 (a) The Village will continue benefits and pay premiums in the following manner:

(1) **The Employee Resigns or is Discharged:** To the end of the month in which termination occurs.

(2) **The Employee is Laid Off:** For one (1) month following the month in which layoff occurs.

(3) **Absence Due to Occupation Illness or Injury:** For eighteen (18) months following the month in which the absence commences. Employees in this category shall have the option to continue group coverage in the existing benefit plans through self-pay total payment of premiums as long as he is disabled (as substantiated by medical evidence) for a period not to exceed a time-for-time basis from date of hire or two (2) years, whichever is lesser, at which time the employee will be placed in a permanent layoff status.

(4) **Absence Due to Non-Occupational Illness or Injury:** For twelve (12) months following the month in which the absence commences. Employees in this category shall have the option to continue group coverage in the existing benefit plans through self-pay total payment of premiums for an additional maximum period of six (6) months of disability as substantiated by medical evidence. After a total period of eighteen (18) months of disability, the employee will be placed in a permanent layoff status.

(5) **Personal Leave Without Pay:** To the end of the month in which the leave commences.

(b) It will be the sole responsibility of employees in categories three (3) and four (4) above to insure that premium payments in the required amount are received by the Village Clerk-Treasurer within the first five (5) days of each month. Lateness in payment (beyond the fifth day of any month) will result in automatic termination of the above options.

(c) **Disability,** for the purposes of this Section, is interpreted to mean that the employee is physically and/or mentally unable to perform all duties of the job assignment.

(d) Employees who receive a benefit pursuant to category 3 or 4 above and who return to work prior to losing recall rights, must work for a period of at least six (6) continuous months before becoming eligible for benefits under either category if absent again for the same disability. If the employee does not work the six (6) continuous months before he is absent as a result of the same disability, then he will revert back to either category 3 or 4 above, minus the time already used.
Continuation of Benefits - Surviving Spouse - Upon the death of an employee or a retiree, the surviving spouse of the employee or the retiree, shall have the option to continue health insurance coverage in the following manner:

1. Applying the cash value of any unused sick leave to which the employee would have been entitled to (see Article 17.3), together with the cash value of any unused vacation to which the deceased employee may have been entitled to as of the date of death, toward the payment of health insurance premiums.

2. By making self payments to the Village in an amount equal to the cost of the health insurance premiums. The premium payments required must be received by the Village Clerk/Treasurer within the first five (5) days of each month.

3. The maximum period of health insurance plan participation shall be that period determined by Plan Rules or that period provided by Option 1 above, whichever is greater.

ARTICLE 20 - HOLIDAYS

20.1 The following holidays will be granted to the employees:
- New Year’s Eve
- New Year’s Day
- Patriot’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Day following Thanksgiving Day
- Veteran’s Day
- Christmas Day
- Village Election - 1/2 day (which shall become a full day effective the first Election Day in which the Trustees and/or the Mayor of the Village are running for four year terms)
- Last Working Day before Christmas

20.2 Holiday pay shall not be given to an employee unless the employee is on the job for a full work day the day before and the day after the holiday. If the holiday falls on a Monday, the employee will be required to have worked the preceding Friday and the following Tuesday. If the holiday falls on a Friday, the employee will be required to have worked the preceding Thursday and the following Monday.

20.3 Holiday pay shall be paid to employees at the straight time rate.
If an employee is required to work on a holiday, he shall be paid at time and one-half (1 1/2) plus his regular rate of pay.

If a holiday shall fall on a Sunday, it shall be observed on the following Monday and if a holiday falls on a Saturday, it shall be observed on the preceding Friday, provided, however, that an employee in order to be eligible to be paid for a holiday observed as provided for herein, will be required to work a full work day of his regular schedule before and after the holiday.

The requirement to work the full day before and the full day after the holiday shall not apply in instances of prior approved vacation, approved bereavement leave pursuant to Article 15 or personal leave which has approval prior to the holiday at issue.

ARTICLE 21 - MEAL AND CLOTHING ALLOWANCE

21.1 Meal Allowance - Employees who may be required to work twelve (12) or more continuous hours in any given day or shift shall be eligible to receive up to ten dollars ($10.00) as a meal allowance. Employees shall be reimbursed as soon as reasonably practical for such meal expense up to the ten dollars ($10.00) limit upon the submission of dated and verified receipts. Such receipts shall be submitted to the department supervisor as soon as reasonably practical.

21.2 Clothing Allowance

(a) The Village will provide each of its employees in the Department of Public Works and the Sewage Treatment Plan with the monies necessary for them to purchase, for the exclusive use of the employees in their employment with the Village, a sum of money for them to purchase, among other things, certain necessary items for them to carry out their employment safely, effectively and in best interest of the Village, such as:

(1) **Shoes**: Safety work shoes shall be worn by all employees while in the performance of their work duties as a condition of employment. Safety work shoes must have a steel-toe cap and be in good condition.

(2) **Work Clothes**: Suitable work clothes shall be worn by all employees while in the performance of their work duties as a condition of employment. Such garments should be maintained and worn so as to give the appearance of being neat, clean and in good repair.
(3) **Safety Glasses:** Plain or standard safety glasses are to be worn by all employees while in the performance of their work duties as a condition of employment. Regular full time employees who wear corrective lenses must wear lenses and frames which comply with OSHA standards as certified by the supplier.

(4) Any other necessary, because of the personal physical characteristics of the employee, safety equipment or devices necessary to allow such employee to carry out his employment with the Village.

(b) **Probationary Employees** - In the case of probationary employees, the Village will pay the cost for safety work shoes and prescription safety glasses at the time of hire, the cost of which will be deducted from the new employee’s first two (2) paychecks in equal amounts. New hires will be reimbursed the amount deducted from his paycheck upon successful completion of the probationary period.

(c) **Amount Allotted**

A clothing allowance of five hundred twenty-five dollars ($525.00) which is taxable income, shall be paid to each regular full time employee on June 1 of each year. It is not necessary for employees to submit receipts.

**ARTICLE 22 - SALARIES AND LONGEVITY**

22.1(a) **Salaries**

<table>
<thead>
<tr>
<th></th>
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<td>(effect.)</td>
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<td>6/1/02</td>
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<tr>
<td>LABORER &quot;A&quot;</td>
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<td>&quot;C&quot;</td>
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<td>17.72</td>
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<td>20.16</td>
<td>20.76</td>
<td>21.49</td>
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</table>

(b) After an employee has remained four (4) years in class as a "C" Laborer, he shall be automatically advanced to the class of "B" Laborer. After an employee has been employed eight (8) years, he shall automatically be advanced to the class of "A" Laborer.

(c) The Working Crew Chief ("W.C.C.") and Assistant Working Crew Chief ("A.W.C.C.") shall receive the following stipend:
<table>
<thead>
<tr>
<th>Year</th>
<th>W.C.C.</th>
<th>A.W.C.C.</th>
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</thead>
<tbody>
<tr>
<td>2000-01</td>
<td>3.00</td>
<td>2.87</td>
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</tr>
<tr>
<td>2003-04</td>
<td>3.99</td>
<td>3.32</td>
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</table>

(d) New employees hired after May 31, 1996 will be subject to the pay schedule below:

<table>
<thead>
<tr>
<th>Year</th>
<th>Laborer &quot;A&quot;</th>
<th>Laborer &quot;B&quot;</th>
<th>Laborer &quot;C&quot;</th>
<th>Probationary Period</th>
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<td>2003-04</td>
<td>15.84</td>
<td>14.38</td>
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</table>

An employee hired after May 31, 1996 who has worked for three (3) years as "C" Laborer shall automatically advance to a class "B" Laborer. After an employee has been employed six (6) years he shall automatically advance to a class "A" Laborer.

If a vacancy occurs as the result of an employee hired prior to May 31, 1996 leaving employment with the Village, an employee hired after May 31, 1996 shall fill the vacancy based on seniority, and be placed in the class "C" Laborer grade of the wage schedule in 22.1(a). Employees will advance to class "B" and class "A" subject to the requirements of 22.1(b).

(e) A $550 CDL allowance will be paid to each unit employee holding and maintaining a CDL on the effective date of the collective bargaining agreement and each anniversary date of the collective bargaining agreement.

22.2 Longevity - The Village will pay the following longevity bonus on the employee’s anniversary date:

<table>
<thead>
<tr>
<th>Years</th>
<th>Bonus</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 years - 7 years</td>
<td>$200 yearly</td>
</tr>
<tr>
<td>8 years - 11 years</td>
<td>$300 yearly</td>
</tr>
<tr>
<td>12 years - 15 years</td>
<td>$400 yearly</td>
</tr>
<tr>
<td>16 years - 19 years</td>
<td>$500 yearly</td>
</tr>
<tr>
<td>20 years or more</td>
<td>$650 yearly</td>
</tr>
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</table>

(b) It is mutually agreed and understood that longevity payments are lump sum payments, the amount of which is determined by specified numbers of completed years of employment and therefore employees are not entitled to receive pro rata or partial longevity payments upon retirement or termination of employment, or for any other reason.
ARTICLE 23 - SUCCESSOR CLAUSE

23.1 This Agreement shall be binding upon the Employer and its successors, assignees, lessees or transferees of the Employer or any other parties to contracts with the Employer, which successors, assignees, transferees or parties provide services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

ARTICLE 24 - SAVE HARMLESS

24.1 If any provision of this Agreement is or shall be at any time contrary to law or determined by an administrative agency or court of competent jurisdiction to be invalid, such provision shall not be applicable, performed or enforced. In the event that any provision of this Agreement is or shall at any time be contrary to law, all remaining provisions of this Agreement shall be maintained in full force and effect to the extent not invalidated by such determination.

ARTICLE 25 - LEGISLATIVE ACTION

25.1 IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
ARTICLE 26 - TERM OF AGREEMENT

26.1 This Agreement shall be for a four (4) year term, commencing June 1, 2000, and ending May 31, 2004.

26.2 Either party may, within ninety (90) days of the expiration date of this Agreement, demand negotiations for a successor Agreement.

26.3 The Village will supply a copy of the Agreement to each employee in the bargaining unit at no cost to the employees.

THIS AGREEMENT constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____, 2000.

For the Village

by: Ernest J. Jewett
Hon. Ernest J. Jewett
Mayor

by: James F. Gleason, Jr.
James F. Gleason, Jr.
Labor Relations Specialist

by: Steve Mikos
Steve Mikos
Unit President
VILLAGE OF BLASDELL

CIVIL SERVICE EMPLOYEES ASSOCIATION
LOCAL #815

Grievance No.______ Date______
Grievant_____________________________________
Union Representative Filing Form_____________________________________

STATE FACTS ONLY

Nature of Complaint_____________________________________

_____________________________________

_____________________________________

_____________________________________

_____________________________________

_____________________________________

_____________________________________

Employee’s Signature

Department Head Response

_____________________________________

_____________________________________

_____________________________________

_____________________________________

Date__________ Signature

Village Board Response

_____________________________________

_____________________________________

_____________________________________

_____________________________________

Date__________ Board Representative
APPENDIX "A"

Disposition of Grievance

(A) ______ SETTLED

State Nature of Settlement

<table>
<thead>
<tr>
<th>Village</th>
<th>CSEA</th>
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</table>

Date ______________ Date ______________

(B) ______ REFERRED TO ARBITRATION

1. DATE ____________________________________________

2. Attach letter to Arbitration Authority

3. Scheduled for Arbitration:

   Date ____________________________

   Arbitrator ______________________

4. Award

   Date ____________________________

   Summary ____________________________________________
   ____________________________________________
   ____________________________________________
VILLAGE OF BLASDELL
and
BLASDELL BLUE COLLAR UNIT LOCAL #815

HEALTH INSURANCE WAIVER AGREEMENT

(a) Waiver

I, ________________________, an employee of the Village of Blasdel~ ("Village"), do hereby agree to waive my right to health insurance under the terms of the Collective Bargaining Agreement between the Village and the Village of Blasdel Blue Collar Unit Local #815 ("Union"). I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the Village will pay, directly to me, the appropriate amount, noted below, pursuant to Article 19.5 ("Health Insurance Waiver") for waiver of the individual or family plan. Prorated payments will be made pursuant to the schedule outlined below.

(b) Reinstatement of Health Insurance Coverage

I understand that I may elect, at any time during the year, to reinstate my health insurance coverage. Such coverage will then be provided as soon as possible following receipt of written notification by the Village Administrator. Lastly, I understood my election to waive health insurance coverage, followed by my re-election to reinstate such coverage, is limited to once per year.

(c) Calculation of Waiver Benefit

The maximum waiver sum received by an employee shall be fifty per cent (50%) of the sum contributed by the Village for that employee toward the Basic Plan Premium (Article 19.1).

(d) Prorated Waiver Payments

(1) Waiver for Full Year - If I drop health insurance coverage by June 1st and do not reinstate it for the entire contract year following, I will receive my entire waiver sum in the last paycheck period the following May.
APPENDIX "B"

(2) **Waiver for Less than Full Year** - If I drop health insurance before the 15th of any month, I will be credited with a full month for purposes of the waiver. I will thereinafter receive 1/12 of the appropriate waiver sum for each month I waive health insurance. Payment will be made in the last paycheck issued in May.

Date: ____________________________  
Employee Signature

Witness Signature

Witness - Print Full Name

* * * COMPLETED FORM TO BE FILED IN THE BUSINESS OFFICE * * *

FOR OFFICE USE ONLY

Eligible for reimbursement?  Y ___   N ___

Date of Eligibility _____________  52 weeks ___  52 weeks ___

# Hours per day ______  
A. Proration % by Hrs ______%

# Months left in this year ______  
divided by 10 ______  
B. Proration % by Months ______%

C. Final Proration % - (A.) x (B.) - ______%

D. Amount Due: $ ________
VILLAGE OF BLASDELL
and
BLASDELL BLUE COLLAR UNIT LOCAL #815

HEALTH APPLICATION/CONTINUATION FORM

Please submit this form, completed and signed, by ___________.
(date)

PART I: LIST DEPENDENTS OR FAMILY MEMBERS COVERED BY THE
VILLAGE’S HEALTH INSURANCE PLAN:

(Please Print Legibly or Type)

<table>
<thead>
<tr>
<th>NAME</th>
<th>EMPLOYER/ADDRESS</th>
<th>SOCIAL SECURITY NO.</th>
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</tbody>
</table>

PART II: DUPLICATE ENROLLMENT

Pursuant to the duplicate enrollment provision contained in
Section 19.4 of the contract between the Village and the Union, I hereby certify:

(a) That I am not eligible for comparable health insurance
coverage under any other group insurance plan.
APPENDIX "C"

(b) If I am eligible for less than comparable health insurance coverage under any other group insurance plan, I must inform the Village of which coverage I elect to take - the Village's or the other group. If I elect the other group, I may be eligible for a waiver bonus as provided in Section 19.5 of the contract.

I understand that I must report any changes in the above information (Part I or Part II) within one calendar month of the change.

I hereby certify that the above information is correct, and that I understand the Duplicate Enrollment provision noted in Part II above:

________________________________________  ____________
Signature                                      Date

________________________________________
FOR OFFICE USE ONLY

_________________________ Date Received  ___________________________ By Whom

_________________________ Date Information Verified (attach verification)
MEMORANDUM OF AGREEMENT

It is agreed by and between the Village of Blasdell ("Village") and the Village Blue Collar Union Local #815 CSEA, Local 1000 AFSCME ("Union") that the following positions shall be added to the Bargaining Unit, subject to the terms and conditions set forth below:

Working Crew Chief ("W.C.C.")
Assistant Working Crew Chief ("A.W.C.C.")

1. Article I (Recognition) of the 1996-2000 Collective Bargaining Agreement ("Contract") shall be amended to include each of the two (2) positions noted above.

2. The position of Assistant Working Crew Chief shall become active only in the absence of the Crew Chief, and with the prior approval of the Village Administration or the Village Trustee in charge. Where so approved, the A.W.C.C. shall function in full day increments.

3. Term of Agreement

This agreement shall become effective upon signing and shall continue until May 31, 2000. It is agreed that incumbents in each position retain the right to revert to their former Bargaining Unit positions should the parties be unable to reach agreement on this issue.

4. Application of Contract

The term of the current 1996-2000 Collective Bargaining Agreement shall apply to the positions of Working Crew Chief and Assistant Working Crew Chief except as noted below:

A. Article 6 - Hours of Work

It is the Working Crew Chief's responsibility (Assistant Working Crew Chief in his absence) to answer emergency calls, and to make a determination if overtime work is necessary. Article 6.5 shall only apply where the W.C.C. (A.W.C.C. in his absence) performs overtime work as a result of his name coming up on the rotational cycle.

B. Article 7 - Seniority

These Articles shall apply with the understanding that if, at any time, the Village exercises its option to
abolish either or both of the W.C.C. or A.W.C.C. positions; incumbents in such positions shall maintain all rights to return to their former Bargaining Unit positions, with no loss of seniority or benefits under the terms of the 1996-2000 Collective Bargaining Agreement.

C. Article 10 - Discipline/Discharge

1. Article 10 - Discipline/Discharge shall apply to the Working Crew Chief and Assistant Working Crew as stated in the C.S.E.A. contract with the Village of Blasdell which is in effect until May 31, 2000. Any incumbent so removed shall maintain all rights to return to his former Bargaining Unit position with no loss of seniority or benefits.

2. The W.C.C. (or in his absence, the A.W.C.C.) shall act as the "Department Head" under Section 11.3 of the procedure.

5. The W.C.C. (or in his absence, the A.W.C.C.) shall be responsible to maintain accurate and up-to-date weekly activity reports. Such reports shall be submitted on a biweekly basis to the Village Administration.

FOR THE VILLAGE:

Hon. Ernest J. Jewett
Mayor

Robert J. Krone
Trustee D.P.W. Department

Barbara S. Cesar
Village Administrator

FOR THE UNION:

Stephen J. Mikos
President

James F. Gleason, Jr.
Labor Relations Specialist

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 3rd day of July, 1996.
MEMORANDUM OF AGREEMENT

WHEREAS, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Erie County Local 815, Blasdell Blue Collar Unit (hereinafter "CSEA") and the Village of Blasdell (hereinafter "Village") have entered into a collective bargaining agreement effective June 1, 1996 which shall remain in effect through May 31, 2000; and

WHEREAS, with the exception of Department Heads, CSEA represents all full time Village employees in the Department of Public Works and the Wastewater Treatment Facilities; and

WHEREAS, the New York State Department of Environmental Conservation (DEC) has informed the Village that to be in compliance with the State Pollutant Discharge Elimination System requirements, the Village must employ additional Wastewater Treatment Plant Operator(s); and

WHEREAS, the Village has created the position of Wastewater Treatment Plant Operator to comply with DEC requirements; and

WHEREAS, the collective bargaining agreement between the Village and CSEA requires that the title Wastewater Treatment Plant Operator be recognized as a bargaining unit position, and

WHEREAS, the Village and CSEA have met, discussed and come to agreement on terms and conditions of employment for the newly created position of Wastewater Treatment Plant Operator,

NOW THEREFORE, the Village and CSEA mutually agree as follows:

1.) Employee(s) working in the title of Wastewater Treatment Plant Operator will be covered by all terms and conditions of employment which are provided in the current collective bargaining agreement.

2.) Employees upon being certified as Wastewater Treatment Plant Operators will be paid based on the following salary schedule:

<table>
<thead>
<tr>
<th>Year Range</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1996-1997 (effective 6/1/1996)</td>
<td>$17.47</td>
</tr>
<tr>
<td>1997-1998 (effective 6/1/1997)</td>
<td>$18.08</td>
</tr>
<tr>
<td>1998-1999 (effective 1/1/1999)</td>
<td>$18.81</td>
</tr>
<tr>
<td>1999-2000 (effective 1/1/2000)</td>
<td>$19.57</td>
</tr>
</tbody>
</table>
3.) When, due to a temporary absence, a Wastewater Treatment Plant Operator is required to perform the duties of the Chief Wastewater Treatment Plant Operator, he/she will receive a rate of pay equal to that of a Working Crew Chief.

4.) Employees, selected through the job posting bidding process, who are required to take appropriate courses to be certified as Wastewater Treatment Plant Operators will be paid their regular rate of pay for all time attending courses.

5.) As an additional incentive for employees who complete the required courses and are certified Wastewater Treatment Plant Operators, the Village will pay the employee fifty dollars ($50.00) for each day that the employee attended the required classes.

6.) The Village agrees that weekend and holiday coverage at the Wastewater Treatment Plant will be continued using the current three (3) employee rotation system.

7.) The foregoing agreement once fully executed by all parties hereto shall become part of the 1996 - 2000 Collective Bargaining Agreement.

Stephen J. Mikos 8-22-96
Unit President

Ernest J. Jewett 8/22/96
Mayor

James F. Gleason, Jr. 8-22-96
Labor Relations Specialist

Ronald Sporyz 8/22/96
Trustee