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AGREEMENT

by and between the

VILLAGE OF HOOSICK FALLS

and

CSEA, Local 1000 AFSCME, AFL-CIO

CSEA

Village of Hoosick Falls Unit
Rensselaer County Local 842

June 1, 2002 - May 31, 2006
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ARTICLE I / RECOGNITION, BARGAINING UNIT AND DUES DEDUCTIONS

Section 1. Pursuant to the PERB Certification dated January 27, 1977, the Village of Hoosick Falls recognized the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive bargaining agent for all employees of the Village of Hoosick Falls while excluding the following titles: Mayor; Members of the Board of Trustees; Building Inspector; Assessor; Sewer Inspector; Chief of Police; Village Clerk; Village Treasurer; Deputy Village Clerk; Highway Superintendent; Chief Sewer Plant Treatment Operator; Chief Water Plant Operator; Transfer Station Operator/Assistant Sewer Plant Operator; part-time employees of the Police Department, seasonal employees, probationary employees and other part-time employees (excluding Fire Department part-time employees).

Section 2. The Village shall deduct from the wages of the employees and remit to the CSEA, Inc. deductions for those employees who sign authorizations permitting such deductions. The CSEA, Inc. shall have the exclusive dues deductions during the term of this Agreement. The employees list provided by CSEA, Inc. shall be the sole list relied upon by the Village, CSEA, Inc. agrees to hold said Village harmless. The Village agrees to remit the above-mentioned deductions, at least monthly, to the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210.

Section 3. The Village agrees to furnish the CSEA Regional Office, 1 Lear Jet Lane, Suite 2, Latham, New York, at least bimonthly, with a listing of names, job titles and home addresses of all employees in the bargaining unit.

Section 4. Commencing June 1, 1986 the Village hereby agrees to deduct from the wages of all non-CSEA members within this bargaining unit an Agency Shop Fee in the amount of the dues levied by CSEA, Inc.

Section 5. Hold Harmless Clause: The CSEA shall hold the Village harmless against any and all suits, claims, demands and liabilities arising out of an action in connection with payroll deduction of union or agency shop dues monies, all life, sickness and accident premium deductions or policies sponsored by CSEA. This includes legal fees and other expenses incurred in defending such claims and suits in any forum whatsoever, and any judgments or awards resulting therefrom.

ARTICLE II / NO STRIKE

Section 1. CSEA, Inc. affirms that it does not assert the right to strike against the Village, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE III / EMPLOYEE ORGANIZATION RIGHTS

Section 1. Exclusive Negotiations – The Village will not negotiate with or meet with any other employee organization with reference to terms and conditions of employment or employees during the period of this agreement subject to the statutory regulations set forth by the State of New York.
ARTICLE III / EMPLOYEE ORGANIZATION RIGHTS (CONTINUED)

Section 2. Access to Employees – Access to employees shall be during working hours by the Labor Relations Specialist to explain Union membership, services and programs to employees on a one to one basis and shall not interrupt important work in progress. CSEA agrees to contact the Mayor, Deputy Mayor or any village official prior to contacting employees at the worksite.

Section 3. Meeting Space – Where there is appropriate, available meeting space in buildings owned or leased by the Village, it shall be offered by the Village to CSEA, provided that:

1. Request for the use of such space is made in advance by a CSEA representative who shall be responsible for the space,

and

2. CSEA agrees to reimburse the Village for any additional expense incurred in the furnishing of such space.

Section 4. Bulletin Boards – The Village will provide bulletin board space in each area occupied by employees for the purpose of posting bulletins, notices and material issued by CSEA.

ARTICLE IV / OVERTIME AND CALL-OUT

Section 1. Overtime at the rate of one and one-half (1 1/2) times the employee’s hourly rate will be paid for all work in excess of forty (40) hours per week.

Section 2. The Employer agrees that in the event of emergency call-in, employees will be paid three (3) hours minimum at the overtime premium rate of time plus one-half. An emergency call-in constitutes recall to work after having left a work site or Village owned premises. This section applies to full-time employees only.

Section 3. All call-ins and open shifts shall be filled on a rotational part-time first, then full-time (if no part time help is available) seniority basis. A seniority list (part-time and full time) shall be established and maintained by the Village starting with the most senior dispatcher. Each dispatcher will be called until the shift is filled according to the call-in method above. Once a dispatcher accepts a shift, their name will move to the bottom of the list. When the next call-in and/or open shift occurs, the process will begin again starting with the most senior part-time dispatcher until the shift is covered.

Section 4. Regularly scheduled holiday work for full time employees shall be considered the same as a normal work day. An employee who works a holiday as part of a scheduled work shift will be given another day off, with the approval of his or her department head, not to be unreasonably withheld, with a minimum of twenty-four (24) hours notice given to the Immediate Supervisor. Compensatory time for this purpose shall not exceed five (5) days in any one (1) year and shall be taken within one (1) year of the time said compensatory time is incurred. In the event that an employee is unable to take his or her compensatory time, not to exceed five (5) days annually, he or she shall then be compensated for the unused compensatory time at the rate of his or her hourly rate.

Section 5. Overtime shall be voluntary except in cases of emergency. It is agreed that snow removal, water breaks, sewage backups, power failures, requests for police assistance, fire calls and flooding requiring overtime work shall constitute an emergency. Only appropriate supervisors may authorize overtime. Emergency shall also include events or circumstances so declared by the Village Mayor.
ARTICLE IV / OVERTIME AND CALL-OUT (CONTINUED)

Section 6. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification on a rotational basis beginning with the employee with the highest seniority. Employees who are offered overtime work on this basis, but decline, shall be considered to have worked for the purpose of determining equal distribution of overtime.

Section 7. All sick leave, vacation, personal leave and bereavement leave will be considered as time worked for the purpose of computing overtime.

ARTICLE V / INSURANCE, RETIREMENT

Section 1. Health Insurance – The Village agrees to continue to pay the full cost (100%) of health insurance for individual coverage as well as dependent (family) coverage for employees and/or their dependents enrolled in the New York State Health Insurance Plan (NYSHIP) or the Mohawk Valley Physicians Plan (MVP). Enrollment in either health insurance plan shall be up to the employee.

The Village shall pay seventy-five (75%) of retired employees medical insurance and pay fifty (50%) of the spouses medical insurance for retirees who were full time employees.

Section 2. Effective June 1, 1981, the Village shall adopt the New York State Employees Retirement Plan, commonly referred to as Plan 75(e), for all eligible employees.

Section 3. Full time employees who retire from the Village, who have attained a minimum of 10 years of service and with the minimum age of 55, shall convert all accumulated sick leave to be applied as paid-up health insurance. The Village is still responsible for retirees health insurance up to the limits as illustrated in Section I and limits up to the cash value of retirees accumulated sick leave. (i.e., employees who have 50 days and earn $50.00 per day, shall be entitled to $2,500.00 of paid-up health insurance).

Section 4. For all full time insurance participating employees, hired after 6/1/99 will contribute twenty-five (25%) percent toward the individual/family health insurance premium.

Section 5. Prescription Drug Co-Pay: Effective August 3, 2004, the prescription drug co-pay will be $5.00 for generic drugs and $20.00 for brand name drugs.

Section 6. Doctor Co-Pay: Effective August 3, 2004, the doctor visit co-pay shall be $15.00 per visit.

ARTICLE VI / ATTENDANCE AND LEAVE

Section 1. Each full time employee of the bargaining unit shall be credited with nine (9) days of sick leave per year.

Section 2. There shall be a maximum accumulation of sick leave for full time employees of seventy five (75) days.

Section 3. Sick leave may be used in an emergency for illness of the employee's immediate family. Immediate family is defined as the employee's spouse, child, mother and father.
ARTICLE VI / ATTENDANCE AND LEAVE (CONTINUED)

Section 4. Any employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

Section 5. The appropriate Supervisor shall require a doctor's certificate after three (3) consecutive days illness before payment of any sick leave allowance.

Section 6. An employee may lose his sick leave benefit for that day if he fails to notify his Immediate Supervisor of his impending absence before the start of the work shift for that particular day.

Section 7. Vacation Schedule – The following vacation schedule shall apply to full time employees of the Village covered by this Agreement:

- After the completion of one year through the completion of five years of service: 80 hours
- After the completion of six years through the completion of twelve years of service: 120 hours
- After the completion of 13 years through the completion of 17 years of service: 160 hours
- After the completion of 18 or more years of service: 200 hours

Newly appointed personnel shall accrue vacation at the rate of 1/2 day per pay period, upon completion of a six (6) month probationary period, and not to exceed a total of five (5) days during the initial year of employment.

Section 8. Holidays – Thirteen (13) work free holidays shall be granted to all full time employees. In the event a holiday falls on a Saturday, it shall be celebrated on the previous Friday. If a holiday falls on a Sunday, it shall be celebrated on the following Monday.

1. New Year's Day
2. Washington's or Lincoln's Birthday
3. Memorial Day
4. July 4th
5. Labor Day
6. Veteran's Day
7. Thanksgiving
8. Christmas
9. Floating Holiday
10. Floating Holiday
11. Birthday
12. Good Friday
13. Martin Luther King, Jr. Day

The employee must work as scheduled on the working days immediately preceding and following the holiday. The employee will be deemed to have worked as required if an absence on these days is caused by:

1. death of a relative;
2. a required appearance by a Court or other governmental agency;
3. employee on vacation;
4. employee in hospital;
5. employee on Workmen's Compensation; and
6. employee absent due to employee's illness when substantiated by a medical affidavit.
ARTICLE VI / ATTENDANCE AND LEAVE (CONTINUED)

Section 9. Any full time employee in this bargaining unit that is required to work on Christmas Day, New Years Day or Thanksgiving Day, shall receive double time their hourly rate plus their regular holiday pay.

Section 10. Requests for an employee's use of floating holidays shall be made at least twenty-four (24) hours in advance to the appropriate Supervisor and shall require written approval by said Supervisor. Such requests shall not be unreasonably withheld.

Section 11. In accordance with the past practice of the Village, the day before Christmas and New Year's will remain "half day" of work for all full time employees. In the event of emergency call-in, or regularly scheduled work shift, compensatory time shall be accrued to affected employees.

ARTICLE VII / SENIORITY

Section 1. Seniority Defined

A. Seniority shall be defined as length of continuous service for full time employees from first date of employment with no breaks in service over one (1) year. Any employee who terminates employment by his or her own volition loses all seniority.

Part time personnel shall be defined as those employees who work less than forty (40) hours per week.

B. Seniority lists shall be established on a departmental basis and each employee shall hold seniority in one department only.

The departments shall be:
1. Highway
2. Police
3. Firehouse Caretakers

NOTE: Firehouse caretakers (dispatchers) will be considered a department for seniority purposes only. Dispatchers will be categorized amongst themselves in accordance with their seniority.

Section 2. Seniority Benefits

Promotions: In all cases of promotion, transfers and new job openings, the following factors will be considered by the Employer:

1. Training Ability
2. Attendance Record
3. Seniority
4. Experience with the job to be filled

Where the previous factors are equal, seniority shall govern. This section shall be consistent with the requirements of Civil Service Law wherever applicable.

Section 3. Part-time Dispatchers shall accrue seniority at the rate of one-half (1/2) the rate accruing to full-time employees.
ARTICLE VIII / WORKDAY - WORKWEEK

Section 1. The normal workday for all Village employees shall be eight (8) hours, and the normal workweek shall constitute forty (40) hours per week. However, employees of the Police Department shall continue to conform to a “four (4) day” workweek, entailing the typically scheduled rotating work shift. The normal work hours for the Highway Department shall be from 7:00 AM to 3:30 PM.

Section 2. Effective May 1st through October 31st, hours of employment for highway employees shall consist of a nine (9) hour day Monday through Thursday; Friday will be a four (4) hour day. The actual hours will be set at the discretion of the Department Head; the Department Head and/or the Mayor retain the right to modify these hours in situations deemed by the Department Head and/or Mayor, to necessitate a modification.

ARTICLE IX / JOB PROTECTION

Section 1. Commencing from date of employment, all full time employees covered by this Agreement shall be accorded the protection of Section 75 of the Civil Service Law, after the successful completion of their probationary period of six (6) months.

Section 2. It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any Village employee regardless of his seniority for just cause. Grounds for summary suspension shall include, but not be limited to, fighting on the job; drunkenness on the job; drinking on the job; use or possession of non-prescription, habit-forming drugs on the job; dishonesty; careless use or abuse of Village property; insubordination; negligence in the performance of duties and incompetence.

Section 3. In the event of a layoff, all temporary, part-time employees and probationary employees, within the department affected by the layoff shall be laid off prior to any full-time employee within that department being laid off. Employees shall then be laid off commencing with the least senior employee within the department.

NOTE: It is the intent of this language to remove less then full-time employees from any particular department prior to the layoff of a full-time employee in that particular department. Example: In order to layoff a full-time policeman, all part-time, temporary employees within the police department will be laid off prior to the full-time one, but not to affect any other department such as Department of Public Works, and so forth.

Section 4. The Village agrees that it does not contemplate any change in policy of contracting out work normally performed by employees of this bargaining unit. However, in the event that the Employer does contract out any work normally performed by employees of the bargaining unit which required the layoff of employees, the Employer agrees to absorb into other employment with the Village on the basis of seniority as covered by Article VII, as many employees as possible and will make a good faith effort to provide for the orderly transition to other employment of the remainder of the displaced employees.
ARTICLE X / VACANCIES AND PROMOTION

Section 1. Where practicable, notice of new job vacancies or promotional opportunities shall be posted for ten (10) days prior to filling the position, subject to any requirements of Civil Service Law.

ARTICLE XI / UNIFORMS

Section 1. The Village agrees to provide for uniforms and foul weather gear and maintenance of same to employees of the Department of Public Works (excluding Police and Fire Department employees). This shall include the rental of coats for Public Works employees at a maximum of $2.00 per week per employee.

Section 2. The Police Chief will prescribe the uniforms to be worn by employees when they are on duty.

   Uniforms will be provided for the following full-time personnel:
   Sergeants and Patrolman.

The Village of Hoosick Falls, known as the Employer, will purchase, and make available to the employees only those articles of uniforms and equipment specified herein.

The Village will provide full-time police officers with a new bulletproof vest once every five (5) years from initial issue; the vests will be selected and approved by the Village.

Employees must return worn-out or damaged uniforms before replacements will be issued.

Upon termination of employment, employees must return all articles of uniforms and equipment provided by the department, or be liable for the value of all items not returned.

Uniform/Equipment List
   The following will be provided when applicable:
   3 Pairs of Pants (Winter or Summer weight at the employee's discretion)
   3 Long Sleeve Shirts
   3 Short Sleeve Shirts
   1 Tie
   1 Tie Clip
   1 Ike Coat
   1 Reefer
   1 Protective Vest
   1 Hat
   1 Name Tag
   1 Set of Collar Brass
   1 Badge
   2 Badges of Rank
   1 Raincoat
   1 Nightstick
   1 Flashlight
   Summer (Low Quarter) Shoes
   Winter Boots
   Black Gloves
ARTICLE XI / UNIFORMS (CONTINUED)

Leather:
- Pants Belt
- Duty Belt
- Holster
- Ammo Carriers
- Handcuff Case
- Radio Holster
- Glove Pouch
- Baton Ring
- Belt Keepers

The Village shall continue to provide two (2) uniforms per year per employee for Dispatchers, applicable to only full-time employees.

Part-time Dispatchers shall receive one (1) uniform after one year of service and a second uniform after two years of service.

Section 3. The Village shall supply, to new full time Police Officers, a full set of appropriate and necessary uniforms.

Section 4. The Village will provide rubber gloves to the Department of Public Works employees as needed.

ARTICLE XII / PRINTING OF AGREEMENT

Section 1. The Village agrees to share the cost of printing contracts with CSEA, Inc. by paying for half of the costs of said printing. However, CSEA will assume responsibility for the printing and distribution of this initial contract.

Section 2. The Village agrees to furnish a copy of this Agreement to all new employees at the time of employment.

ARTICLE XIII / APPROVAL OF THE LEGISLATURE

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.

ARTICLE XIV / SEVERABILITY

Section 1. (A) If any Article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles of this Agreement or any additions thereto shall not be affected.

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ARTICLE XIV / SEVERABILITY (CONTINUED)

(B) If a determination or decision is made as per (A) of this Article, the parties to this Agreement shall, by mutual consent, convene immediately for purposes of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE XV / COMPENSATION

Salary changes included during the four year life of the contract:

There will be a wage freeze for 2002 – 03.

Effective June 1, 2003, all full and part-time employees shall receive a 3% salary increase.

Effective June 1, 2004, all full and part-time employees shall receive a 2% salary increase.

Effective June 1, 2005, all full and part-time employees shall receive a 2% salary increase.

The life of the contract shall be June 1, 2002 through and including May 31, 2006.

ARTICLE XVI / BEREAVEMENT

Section 1. An employee shall be granted three (3) days absence from the date of death from work by reason of death in the immediate family. Such absence shall not be charged to accumulated sick leave or vacation.

Section 2. The term “immediate family” shall include spouse, child, sister, brother, mother, father of the employee.

Section 3. Two days shall be granted for the death of grandparents, mother-in-law, father-in-law and stepparents.

ARTICLE XVII / OUT-OF-TITLE-PAY

Section 1. An employee may be assigned to perform duties of a higher classification. In such event, he shall be compensated for such duties during the period he performs the same at the higher rate of pay.

Section 2. An employee may be assigned temporarily to perform the duties of a lower classification. In such event, he shall be compensated at his regular rate of pay.
ARTICLE XVIII / RECIPROCAL RIGHTS

Section 1. The Employer recognizes the rights of the employees to designate representatives of the Civil Service Employees Association, Inc., to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract.

Section 2. The Employer and CSEA shall so administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race, creed, color, age, disability, political affiliation, membership or non-membership in CSEA.

Section 3. The CSEA agrees to do its utmost to see that the members of the bargaining unit perform their respective duties loyally and continuously under the terms of this Agreement and will use its best endeavors to protect the interest of the Employer, to conserve cost, energy and property, protect the public and give service of the highest quality.

Section 4. The officers or agents of the CSEA Unit who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted reasonable time off with pay from their regular duties to fulfill such obligations. This time shall be limited to a maximum of seventy five (75) hours per year. It is understood and agreed that with respect to grievance representation, such time off shall apply to one (1) representative per hearing, and, except in the case of extreme emergency, the appropriate Supervisor shall be given at least forty-eight (48) hours notice in advance of the time during which an employee will be absent from work for this purpose.

Section 5. The CSEA shall communicate to the Employer the names, addresses and position of any employees designated in Section 4 of their successors.

Section 6. Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Village of Hoosick Falls and its officers and designees, as provided by the laws of the United States and of New York State or any other pertinent thereto.

ARTICLE XIX / LEAVE OF ABSENCE

Section 1. Personal leaves of absence for reasonable periods as defined below may be granted by the Village Board of Trustees without pay and without loss of seniority for:
   (A) Serving in any elected full time position in the CSEA (up to one (1) year without loss of seniority).
   (B) Illness leave (physical or mental) six (6) months, upon expiration of accrued sick leave; such leave may be extended for like cause at the discretion of the Village Board of Hoosick Falls.
   (C) Education – Employees may, upon application to and at the discretion of the Village of Hoosick Falls, be granted leave of absence for a period of up to one (1) year to attend an accredited school or university full time and provide such courses mutually beneficial to the employee and Employer, with seniority credit.

Section 2. The duly elected President, or his designee, shall be granted a leave to attend official Association Conventions or Workshops; however, such leave shall total not more than three (3) days per year. It is agreed that written notification shall be presented to the Village by the President of the Unit at least two (2) weeks in advance of the date the leave is to commence and such time will be chargeable to the employee’s accrued vacation time.
ARTICLE XX / VEHICLE AVAILABILITY

Section 1. The Employer agrees that where no Village vehicle is available for an employee to use for official Village business, the employee, with approval of the appropriate Supervisor, may use his own vehicle and be reimbursed at the mileage rate of twenty-three cents (23) per mile. However, such use specifically excludes travel to and from work.

ARTICLE XXI / DISABILITY BENEFIT

The Village shall continue to provide Disability Insurance Benefits to all employees covered by this Agreement at no cost to the employee.

ARTICLE XXII / MISCELLANEOUS

Section 1. This Agreement constitutes the entire Agreement between the parties. Any amendment, modification or change of this Agreement shall be invalid unless in writing and signed by the parties hereto.

Section 2. The Village may provide up to ten (10) days of paid leave per annum to employees for specific job related training as approved by the Board, and if refused, the Village must provide the reason for refusal in writing within seven (7) days. The Village agrees to post all such courses conspicuously, and all costs to attend same shall be borne by the Employer. The ten (10) days paid leave for training may be extended by the Department Head and with the approval of the Village Board under certain circumstances.

Section 3. The Village agrees that each employee will be allowed to examine his/her "personal folder" upon request, and to place in such file, a response of reasonable length to anything contained therein which such employee deems to be adverse. The personal history folder shall contain all memoranda or documents relating to such employee's performance on his/her job which contains criticism, commendation, appraisal or rating of performance. Copies of any memoranda relating to such employee's job performance shall be given to such employee after placement in his/her personal history folder. Examination of Personnel Files shall be authorized only in the presence of the Village Mayor, Deputy Mayor and/or any village official designated by the Mayor.

Section 4. The Village shall furnish specific job descriptions to all employees covered by this Agreement within a reasonable time from the execution of this Agreement.

Section 5. Employees in the DPW and Water-Sewer Departments shall be entitled to a 15 minute period for check over of equipment, gassing of vehicles and other related duties.

Section 6. In the absence of the Supervisor of DPW, the Village Board shall designate an employee to assume supervisory responsibilities and duties. The designated employee shall be paid an additional .25 cents per hour for all hours up to four (4) in any given day. All hours greater than four and all hours prescheduled shall be at the rate of the employee who is being substituted for.

Section 7. All Village owned vehicles, including Police and Highway, will be subject to Safety Regulations as promulgated by the Department of Motor Vehicles or other governing administrative agency.
ARTICLE XXII / MISCELLANEOUS (CONTINUED)

Any cost of testing, licensing and training of employees to operate Village vehicles will be borne by the Village.

Section 8. Employees with the approval of the Village Board, may be eligible for meal allowance in accordance with the following schedule: Breakfast – $10; Lunch – $15; Dinner – $20.

ARTICLE XXIII / SUCCESSOR AGREEMENT CLAUSE

This Contract shall be effective as of the first day of June 2002, and shall remain in full force and effect through May 31, 2006. Contract negotiations shall commence ninety (90) days prior to the termination of this Contract (i.e., May 31, 2006). This Contract shall remain binding and in full force and effect during any period of negotiation. All items of this Contract are negotiable (i.e., subject to either an upward or downward modification).

ARTICLE XXIV / GRIEVANCE PROCEDURE

All grievances shall be processed in accordance with the following Grievance Procedure.

PREAMBLE

It is the purpose of this procedure to secure at the lowest possible administrative level equitable solutions to grievances through procedures under which parties may present grievances free from coercion, restraint or reprisal.

Section 1. Definition:
(A) "Employee" shall mean any person covered by this Agreement as provided for under Article I / Bargaining Units.
(B) "Employer" shall mean the individual designated by Management to review and resolve grievances.
(C) "Association" or "Union" shall mean the local CSEA.
(D) "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employees' health or safety, physical facilities, materials or equipment furnished to the employees or supervision of employees. It is specifically understood that a grievance does not involve the existence of the alleged violation of any agreement other than the present Agreement between the parties.
(E) "Supervisor" shall mean appropriate supervisor.
(F) "Days" shall mean all days other than Saturday, Sunday and legal holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
ARTICLE XXIV / GRIEVANCE PROCEDURE (CONTINUED)

Section 2. Rights of the Parties:

(A) Rights of Grievant:

(1) The grievant may select any representative(s) to assist him in the processing and/or preparing of grievances; except that no representative may be present from any other employee organization other than CSEA.

(2) The grievant shall have access to all written statements, records and materials relating to the grievance.

(B) Rights of the Association:

(1) The Association shall receive, upon request, a copy of any claim, including supporting materials and any decision rendered pursuant to this procedure.

(C) Mutual Rights:

In the event of the unexcused failure on the part of an aggrieved party to be timely, the grievance shall be deemed to be withdrawn. If the Employer or his representative fail to make a decision within the required time period, the grievance shall be deemed to be upheld, and in all respects, final and binding upon the parties.

Section 3. Presentation:

STEP ONE:

(1) An employee(s) who claims to have a grievance shall present his grievance to his Supervisor in writing within ten (10) days of its occurrence or when it becomes known to him.

(2) The appropriate Supervisor shall meet with the parties to resolve the grievance within three (3) days. He shall render a decision within three (3) days thereafter. If either party requests that the decision be in writing, both parties shall receive copies.

STEP TWO:

The aggrieved party, if not satisfied with the decision at Step One, may, within five (5) days, request a review by the Village Board. The Village Board shall convene a meeting within fifteen (15) days after receipt to the request for said meeting or hear the grievance at the next regularly scheduled meeting. The Village Board shall render a decision within seven (7) days after the meeting.

STEP THREE:

The aggrieved party may appeal an unsatisfactory decision at Step Two within ten (10) days of receipt of the Step Two decision by written correspondence to the Mayor requesting a hearing before a Grievance Appeals Board. Such request shall include the name of the individual designated by CSEA to serve on the Board. The composition of the Grievance Appeals Board shall include one (1) representative from CSEA, one (1) representative designated by the Village Board, and a third mutually agreed upon representative designated by the mutual consent of the Village Board and the CSEA. The Grievance Appeals Board shall convene the Step Three Hearing within fifteen (15) days or receipt of such request by the Mayor and shall render a decision within ten (10) days of such hearing. The majority decision of the Grievance Appeals Board shall be final and binding on the parties.
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE REPRESENTATIVES ON January 31, 2005.

VILLAGE OF HOOSICK FALLS

[Signatures]

VILLAGE OF HOOSICK FALLS CSEA UNIT NEGOTIATING TEAM

[Signatures]
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### APPENDIX “A”
**COMPENSATION**
**JUNE 1, 2002**

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**JUNE 1, 2003**

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