NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853 607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: Goshen, Village of and Village of Goshen Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Orange County Local 836 (2001)

Employer Name: Goshen, Village of

Union: Village of Goshen Public Works Unit, CSEA, AFSCME, AFL-CIO

Local: 1000, Orange County 836

Effective Date: 06/01/01

Expiration Date: 05/31/05

PERB ID Number: 7595

Unit Size: 19

Number of Pages: 24

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
AGREEMENT

by and between the

VILLAGE OF GOSHEN

and

CSEA, Local 1000 AFSCME, AFL-CIO

RECEIVED

AUG 20 2002

Village of Goshen Unit
Orange County Local 836

June 1, 2001 — May 31, 2005
<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>DESCRIPTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>PREAMBLE</td>
<td>1</td>
</tr>
<tr>
<td>II</td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>III</td>
<td>RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>IV</td>
<td>EMPLOYEE ORGANIZATION RIGHTS</td>
<td>3</td>
</tr>
<tr>
<td>V</td>
<td>DUES DEDUCTION</td>
<td>3</td>
</tr>
<tr>
<td>VI</td>
<td>AGENCY SHOP</td>
<td>4</td>
</tr>
<tr>
<td>VII</td>
<td>MANAGEMENT RIGHTS</td>
<td>5</td>
</tr>
<tr>
<td>VIII</td>
<td>NO STRIKE</td>
<td>5</td>
</tr>
<tr>
<td>IX</td>
<td>COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>X</td>
<td>WORK DAY/WORK WEEK</td>
<td>7</td>
</tr>
<tr>
<td>XI</td>
<td>HEALTH/DENTAL/GLASSES</td>
<td>8</td>
</tr>
<tr>
<td>XII</td>
<td>RETIREMENT PLAN</td>
<td>9</td>
</tr>
<tr>
<td>XIII</td>
<td>PERSONAL LEAVE</td>
<td>9</td>
</tr>
<tr>
<td>XIV</td>
<td>LEAVE WITH PAY</td>
<td>10</td>
</tr>
<tr>
<td>XV</td>
<td>VACATION</td>
<td>11</td>
</tr>
<tr>
<td>XVI</td>
<td>SICK LEAVE/WORKER'S COMP.</td>
<td>12</td>
</tr>
<tr>
<td>XVII</td>
<td>PRINTING OF AGREEMENT</td>
<td>12</td>
</tr>
<tr>
<td>XVIII</td>
<td>JURY DUTY</td>
<td>13</td>
</tr>
<tr>
<td>XIX</td>
<td>DISCIPLINARY ACTION</td>
<td>13</td>
</tr>
<tr>
<td>X</td>
<td>MISCELLANEOUS PROVISIONS</td>
<td>14</td>
</tr>
<tr>
<td>XX</td>
<td>NO DISCRIMINATION</td>
<td>15</td>
</tr>
<tr>
<td>XXI</td>
<td>ENTIRE AGREEMENT</td>
<td>15</td>
</tr>
<tr>
<td>XXII</td>
<td>GRIEVANCE PROCEDURE</td>
<td>15</td>
</tr>
<tr>
<td>XXIII</td>
<td>CONCLUSION OF COLLECTIVE NEGOTIATIONS</td>
<td>17</td>
</tr>
<tr>
<td>XXIV</td>
<td>SEVERABILITY</td>
<td>17</td>
</tr>
<tr>
<td>XXV</td>
<td>POSTING</td>
<td>17</td>
</tr>
<tr>
<td>XXVI</td>
<td>PERSONNEL FILE</td>
<td>18</td>
</tr>
<tr>
<td>XXVII</td>
<td>INFORMATION</td>
<td>18</td>
</tr>
<tr>
<td>XXVIII</td>
<td>BLACKTOPPING</td>
<td>18</td>
</tr>
<tr>
<td>XXIX</td>
<td>SUCCESSOR CLAUSE</td>
<td>19</td>
</tr>
<tr>
<td>XXX</td>
<td>LOCAL LEGISLATIVE APPROVAL</td>
<td>19</td>
</tr>
<tr>
<td>XXXI</td>
<td>CLOTHING REGULATIONS/PROVISIONS</td>
<td>19</td>
</tr>
<tr>
<td>XXXII</td>
<td>TERMS OF AGREEMENT</td>
<td>21</td>
</tr>
<tr>
<td>XXXIII</td>
<td>CONTRACT AGREEMENT SIGNATURES</td>
<td>22</td>
</tr>
</tbody>
</table>
This Agreement made and entered into this 29th day of August, 2001 by and between the Village of Goshen, a municipal corporation of the State of New York in the County of Orange, with its principal place of business and office at Village Hall, Goshen, New York, hereinafter referred to as the Employer and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, for the Village of Goshen Unit of the Orange County Local 836.

WHEREAS, it is the intent and purpose of the parties to set forth herein their agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the Department of Public Works; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Department of Public Works.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the Employer and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Employer and the Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

ARTICLE I

DEFINITIONS

Section 1.1 - Village: The term "Village" shall mean the Village of Goshen.

Section 1.2 - Board or Village Board: The term "Board" or "Village Board" shall mean the Board of the Trustees of the Village of Goshen whose members consist of the Village Mayor and Village Trustees.

Section 1.3 - Department: The term "Department" shall mean the Village of Goshen Department of Public Works, which shall include the Departments of Public Works, Water and Sewer.

Section 1.4 - Union: The term "Union" shall mean the Civil Service Employees Association, Inc., Local 1000, AFSCME, Village of Goshen Unit, Orange County Local 836.
Section 1.5 - Superintendent or Department Head: The term "Superintendent" or "Department Head" shall mean the Superintendent of the Village of Goshen Department of Public Works or a successor position duly designated by the Board to act in the place of the Superintendent.

Section 1.6 - Full-Time Employee: The term "Full-Time Employee" shall mean an employee of the Department of Public Works who is appointed on a full-time basis by resolution of the Board, and who is an employee in the bargaining unit.

Section 1.7 - Permanent Employee: The term "Permanent Employee" shall mean a full-time employee who has attained permanent status in his title as provided by the Civil Service Law and the Rules and Regulations of the Orange County Department of Personnel.

Section 1.8 - Time in Service: For purposes of this Agreement, periods of time of employment shall be measured from the date of commencement of employment as a full-time employee, as defined in Section 1.6, and shall include full-time employment on a continuous basis less any periods of time the employee is on an approved leave of absence. An employee who leaves Village service not on an approved leave of absence shall forfeit prior service time with the Village if and when the employee returns to Village service.

Section 1.9: As used in this Agreement, any reference to an employee of the male gender (i.e., he, his, him) is equally applicable to an employee of the female gender.

ARTICLE II

RECOGNITION

2A. The Village of Goshen hereinafter referred to as the Employer or Village recognizes the Village of Goshen Unit of the Orange County Local 836 of the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, pursuant to the terms of the certification or recognition as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for the employees in the bargaining unit as defined below in this Article.

B. The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purpose of establishing wages, hours, and conditions of employment, for all full-time employees (those employees regularly scheduled to work more than 20 hours per week) of the Department of Public Works who are in the job titles as set forth in Schedule "A" at the time this Agreement was executed, but excluding all seasonal (those hired to work for a fixed period of time which is less than 2
one year), casual, irregular part-time (those scheduled to work less than 20 hours per week), and managerial employees.

SCHEDULE "A"

SALARY GROUPS / STARTING SALARIES

1. MECHANIC
   WORKING FOREMAN
   $23,381.00

2. HEAVY MACHINE OPERATOR
   $22,120.00

3. FILTER PLANT OPERATOR
   SEWER PLANT OPERATOR
   $20,216.00

4. SKILLED ROAD MAINTAINER (LABORER)
   $20,932.00

5. WATER & SEWERTREATMENT PLANT OPERATOR TRAINEE
   20,932.00

6. WATER & SEWERTREATMENT PLANT OPERATOR
   21,332.00

7. SENIOR WATER & SEWERTREATMENT PLANT OPERATOR
   22,832.00

2. The job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these titles will continue to be utilized by the Employer. Any new title created in the Department of Public Works during the term of the contract will be subject to negotiations between the parties with respect to inclusion in the bargaining unit.

ARTICLE III

EMPLOYEE ORGANIZATION RIGHTS

1. The Employer will not meet with, or negotiate with any other employee organization with respect to terms and conditions of the employment of the employees covered by this Agreement.

ARTICLE IV

DUES DEDUCTION

1. The Civil Service Employees Association, Inc., shall have exclusive rights to payroll deduction of dues and union
sponsored insurance and benefit program premiums for employees covered by this Agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, on a payroll period basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association, Inc.

The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 each payroll period a list itemizing the deductions of each employee including Agency Shop fee payers.

2. Upon receipt of a signed authorization form from an employee, (available from the Union), the regular monthly dues (uniform in dollar amount) shall be deducted from such employees pay. All such deductions shall be forwarded to the Union at 143 Washington Avenue, Albany, New York 12210. In the event this deduction exceeds an employee's pay for the pay period, it shall be the responsibility for the Union to collect the dues.

3. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provision, of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

4. One Union representative, as designated by the Union, shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate Employer representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during their non-working periods if such visit does not disturb the work of any employee who may otherwise be working.

ARTICLE V

AGENCY SHOP

The Civil Service Employees Associations, 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 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 the Civil Service Employee Associations, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE VI

MANAGEMENT RIGHTS

1. Except as expressly limited by other provisions of the Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it, including but not limited to, the right to determine the mission, purpose, objectives, and policies of the Employer; to determine the facilities, methods, means and number of personnel required to conduct Employer programs; to administer a Merit System, including the selections, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to this Agreement, law and rules to direct, deploy and utilize the work force; and discipline or discharge employees in accordance with the provisions of this Agreement and law. Actions taken under this clause shall not be arbitrable.

2. It shall be the right and responsibility of the Board to direct the performance of all work performed on behalf of the Village, including work performed by the Departments of Public Works, Water, and Sewer. Such work may be performed by non-bargaining unit employees as deemed necessary by the Board. The Village agrees that full-time, permanent employees on the Village payroll as of May 1, 1996, shall not be laid off, have salaries or benefits reduced, or be terminated, solely as the result of the sub-contracting of work normally performed by such employees. For purposes of this clause, sub-contracting shall mean the performance of work by an outside, third-party vendor, and the agreement not to lay off or terminate full-time Village employees stated in the prior sentence shall apply only to instances of sub-contracting work to an outside, third-party vendor.

3. The Employer may adopt, change, or modify work rules not covered by this Agreement or past practice as defined in Article XIX. Whenever the Employer changes work rules or issues new work rules, the Union will be given at least five (5) days prior notice, absent emergency, before the effective date, in order that the Union may discuss said rules with the Employer before they become effective if the Union so requests. Further, copies will be given to employees before such rules take effect and a copy will also be given to the Union.

ARTICLE VII

NO STRIKE

1. The Union agrees that it shall not cause, instigate,
encourage, condone or engage in any strike against the Employer, nor shall it impose upon its members the obligation to assist or participate in any such strike against the Employer.

2. The Union shall exert its best efforts to prevent and terminate any strike against the Employer.

3. Nothing contained in this Agreement shall be construed to limit or diminish the right, remedies or duties of the employer or CSEA, or the employees, under State Law, except where otherwise explicitly covered by this Agreement.

ARTICLE VIII

COMPENSATION

1. Effective June 1, 2001, all employees in the unit shall receive a one thousand dollar ($1,000) bonus to be added to their current salary.

2. Effective June 1, 2001, all employees in the unit shall receive a four percent (4%) increase in compensation over their current salary which includes the one thousand dollar ($1,000) bonus.

3. Effective June 1, 2002, all employees in the unit shall receive a five hundred dollar ($500) bonus to be added to their current salary.

4. Effective June 1, 2002, all employees in the unit shall receive a four percent (4%) increase in compensation over their current salary, which includes the five hundred dollar ($500) bonus.

5. Effective June 1, 2003, all employees in the unit shall receive a five hundred dollar ($500) bonus to be added to their current salary.

6. Effective June 1, 2003, all employees in the unit shall receive a four and one-quarter percent (4.25%) increase in compensation over their current salary, which includes the five hundred dollar ($500) bonus.

7. Effective June 1, 2004, all employees in the unit shall receive a five hundred dollar ($500) bonus to be added to their current salary.

8. Effective June 1, 2004, all employees in the unit shall receive a four and one-half percent (4.5%) increase in compensation over their current salary, which includes the five hundred dollar ($500) bonus.

9. An employee who is promoted from one (1) pay group to
another shall receive four hundred dollars ($400.00) above their current salary or the starting salary for the group being promoted to, whichever is the greater.

10. Employees shall receive longevity payments at the completion of 1, 5, 10, 15, 20 and 25 years of service as outlined in Appendix "B". Longevity payment to become part of the employee’s salary.

SCHEDULE "B"

LONGEVITY SCHEDULE

At the completion of:

<table>
<thead>
<tr>
<th>Year</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$250.00</td>
</tr>
<tr>
<td>5th year</td>
<td>$500.00</td>
</tr>
<tr>
<td>10th year</td>
<td>$700.00</td>
</tr>
<tr>
<td>15th year</td>
<td>$900.00</td>
</tr>
<tr>
<td>20th year</td>
<td>$1100.00</td>
</tr>
<tr>
<td>25th year</td>
<td>$1300.00</td>
</tr>
</tbody>
</table>

ARTICLE IX

WORK DAY - WORK WEEK

1. The normal work day shall consist of eight consecutive hours per day; hours worked in excess of the normal work day shall be compensated for at the rate of time and one-half for all time worked. If an employee elects to take time instead of monetary compensation, it will be on a one and one-half (1-1/2) basis.

2. The regular work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday (exempt from the Monday through Friday rule are employees in the Sewer and Filter Plant Depts).

3. Whenever an employee is called back to work after having left the Employer’s work site, he shall be guaranteed four hours (4) pay at the rate of time and one-half his regular base rate of pay. If an employee elects to take time instead of monetary compensation it will be on a one and one-half (1-1/2) basis.

4. Should it be necessary in the interest of efficient operations to establish new and permanent daily or weekly work schedules departing from the normal workday or workweek, the Employer will give notice of such change to the Union as far in advance as is reasonably practical and will, where possible, grant the Union opportunity for input upon request. Schedules will not be changed by the Employer for the sole purpose of harassing employees.
ARTICLE X

HEALTH/DENTAL INSURANCE/EYEGlasses

1. The Employer agrees to provide health insurance for individual or family coverage (at the employee's option) at a benefit level equal to or better than that currently in effect. Equal to, does not necessarily mean identical to with regard to individual benefit levels within the plan. Furthermore, the Employer agrees to submit any proposed alternate health insurance plan to the Union for review prior to implementation.

2. The Employer agrees to provide dental insurance for individual or family coverage at the employee’s option. The plan to be is the Fortis Plan: Equal to, does not necessarily mean identical to with regard to individual benefit levels within the plan. Furthermore, the Employer agrees to submit any proposed alternate dental insurance plan to the Union for review prior to implementation.

3. Commencing on the day of this document’s ratification, any new employee shall contribute five percent (5%) of the premium towards their health and dental insurance programs. All current employees, who are contributing fifteen percent (15%) towards their health and dental insurance programs, will only be required to contribute five percent (5%) of the premium. After five (5) years of service, employees will not be required to contribute towards their health and dental insurance programs.

4. At the employee’s option, and with review with the Board for clarification, the Employer will provide two (2) lump sum payments annually to those employees satisfactorily demonstrating that they have appropriate health insurance from other sources who then decline the Village’s health benefits. These payments will be for the duration of the contract. Money paid by the Village will be returned by the employee on a prorated basis by employees wishing to re-enter the Village program. The Village's insurer may require a waiting period prior to re-entry. Lump sum payments to be one thousand dollars ($1000.00).

5. Employees requiring eyeglasses to perform Village work, shall demonstrate that the eyeglasses are in good condition as of 6/1/92, and certified by the Superintendent of Public Works. Glasses broken on the job by the employees above will be replaced with “safety glasses” by the Village at a maximum expense of sixty dollars ($60.00). The Village agrees to purchase a rider through the CSEA Employee Benefit Fund which will provide employees with a second pair of glasses.

6. #4 pertains to family plan only.
7. The Village agrees to provide the CSEA Employee Benefit Fund Platinum 12 Vision Program Family Coverage for all unit members at the rate of one hundred sixty-one dollars and twenty-eight cents ($161.28) effective June 1, 2001.

8. Health Insurance program to be: The Empire Plan, New York State Government Employees Health Insurance Program.

ARTICLE XI

RETIREMENT PLAN

1. The Employer agrees to provide, at no cost to the employees, (except what is mandated as per tier of said employee) membership in the Employees Retirement System under Section 75g, to provide a retirement of one-half (1/2) pay upon completion of twenty-five (25) years of service and attainment of the age of fifty-five (55).

2. The Employer shall provide to all employees coverage under the New York State Retirement System, (section 60b) a guaranteed minimum death benefit, as per the NYS Retirement System as per tier of said employee.

3. The Employer shall provide to all employees coverage under the New York State Employees Retirement System (section 41j) payments of accumulated sick time upon retirement.

4. The Village of Goshen shall provide upon retirement, one-hundred (100%) percent coverage for individual and family for health insurance for those employees who meet retirement eligibility requirements, and further who have been an employee of the Village of Goshen for twenty (20) consecutive years or more. Secondly, any employee with less than twenty (20) years of service who meets the New York State eligibility requirements will be entitled to fifty (50%) percent individual and thirty-five (35%) percent dependent coverage upon retirement.

ARTICLE XII

PERSONAL LEAVE

1. Employees shall be entitled to four (4) days personal leave yearly to conduct personal business or for religious observance. The Employer shall not require the employees to give a reason as a condition for approving the use of such personal leave; provided however, that prior approval for the requested leave must be obtained and that the resulting leave will not interfere with the proper conduct of governmental functions. If not used, it shall be added to accumulated sick leave. Personal leave is not to be used to extend a holiday or vacation except where permission is given by the employee's
supervisor.

2. The Village shall report to each employee his accumulated personal leave every three (3) months.

3. In the event of death of a member of an employee’s immediate family said employee shall be granted up to three (3) days paid leave without charge to any other paid leave accruals.

The immediate family is defined to mean: husband, wife, son, daughter, brother, sister, father, mother, grandparents, fathers-mothers-in-law, grandchildren, step parents, step children.

4. Not more than eight (8) hours per day nor more than twenty-four (24) hours for any such leave period shall be paid under these provisions.

ARTICLE XIII

LEAVE WITH PAY

1. The following days are recognized as holidays and all employees shall be granted leave with pay effective June 1, 1992.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Pay Day</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>INDEPENDENCE DAY</td>
<td>LABOR DAY</td>
<td>NEW YEAR’S DAY</td>
</tr>
<tr>
<td>THANKSGIVING DAY</td>
<td>COLUMBUS DAY</td>
<td>CHRISTMAS DAY</td>
</tr>
<tr>
<td>PRESIDENT’S DAY</td>
<td>MEMORIAL DAY</td>
<td>DAY AFTER THANKSGIVING</td>
</tr>
<tr>
<td>ELECTION DAY</td>
<td>VETERANS DAY</td>
<td>MARTIN LUTHER KING DAY</td>
</tr>
</tbody>
</table>

2. In the event it is necessary for an employee to be scheduled to work, or called in, on any of the above holidays, said employee shall receive double time for all hours worked, in addition to his/her holiday pay. There will be a guaranteed minimum of four (4) hours, but said employee shall not receive another day off in lieu of the holiday. (Example, employee x is required to work on one of the above holidays for eight (8) hours, his/her compensation for the day would be as follows: 8 hours holiday pay plus double time the employee’s regular rate of pay for all hours worked. Total compensation for the day would be twenty-four (24) hours.)

3. All employees shall be granted leave with pay, the following days, effective June 1, 1992, but not to be construed as holidays:

(1/2) half day before Christmas Day
(1/2) half day before New Year’s Day

4. In the event it is necessary for an employee to work on December 24th and/or December 31st, after the completion of four (4) hours work, the employee shall receive time and
one-half (1 1/2) for all hours worked.

5. When a recognized holiday, as set forth above, falls on a Saturday, the preceding Friday shall be deemed a day off with pay. If a recognized holiday, as set forth above, falls on a Sunday, the following Monday will be observed as a day off with pay.

6. In the event that any of the above recognized holidays fall either of the employee's pass days, employees shall be granted another day off with pay in lieu thereof within the following two-week period.

ARTICLE XIV

VACATION

1. Effective June 1, 1992, all employees shall be granted vacation leave on their hire date (anniversary date) in accordance with the following schedule:

   After first year - five (5) days vacation
   After second year - ten (10) days vacation
   After seventh year - fifteen (15) days vacation
   After 12th year - twenty (20) days vacation

2. Assignment of vacation time off shall be made at the time desired by the employee to the extent practicable in the light of the needs of the department to provide the service it is charged to furnish. In the event that more than one employee requests the same vacation time off than can be reasonably spared for operating reasons, vacation time will be granted to such employees who can be spared in order of seniority.

3. Upon separation from service by retirement, resignation, or death, an employee (or employee's beneficiary, if applicable), shall be paid in cash for all unused vacation credits. No such payment shall be made in the instance of disciplinary termination or in instance of resignation in lieu of termination.

4. To assist in the scheduling of such vacation time, the Department Head may establish an annual date or dates, or period by which, or within which, an employee must request a block of time in order to have his seniority considered. Vacation time may be accumulated to a maximum of thirty-five (35) days.

5. Vacation leave may be taken in units of a day at a time, provided prior notice of at least two (2) weeks is given to the Department Head.
ARTICLE XV

SICK LEAVE/WORKER’S COMPENSATION

1. Effective June 1, 1992, all employees on full-time status, employed by the employer, shall earn thirteen (13) days per year. Sick time to be earned and computed biweekly and reported as such on said paycheck stubs. Sick time may be accumulated to a maximum of 165 days.

2. Sick leave with pay shall be granted to employees for personal illness, to members of their immediate families or for bereavement purposes.

3. The Employer may require an employee to provide a written doctor’s certificate for an absence in excess of three (3) consecutive days. Where the Employer detects a pattern of sick leave usage or when an employee uses 8 days of sick leave in an employment year, employee after having been notified by the Employer, in writing, that a pattern exists (as defined below) or eight (8) days have been used, may require the employee to leave a telephone number at which the employee may be reached while on sick leave. Should the employee change his location, he shall notify the Department Head or his designee and shall leave a phone number for the new location. Pattern of sick leave abuse, includes but is not limited to, usage on Mondays or Fridays or before or after holidays within the immediate preceding 18 months.

4. Employees who have exhausted their sick leave credits shall be allowed to use their vacation and personal leave time to cover additional absences due to illness.

5. An employee must notify the Employer within one hour of the normal starting time that he will be absent from work that day. Failing to do this, the day may be considered to be leave without pay.

WORKER’S COMPENSATION

Worker’s compensation will be paid as per Orange County Worker’s Compensation Pool.

ARTICLE XVI

PRINTING OF AGREEMENT

1. The Employer shall furnish each employee with a copy of this Agreement. Each new employee will be provided with a copy of the Agreement within one week of his initial employment.

2. The typing and reproducing of this Agreement shall be the responsibility of the Union.
ARTICLE XVII

JURY DUTY

1. All employees who are on jury duty shall continue to receive their full rate of pay while on jury duty except that he shall return to the Village the daily rate of jury duty pay he receives (exclusive of meals and travel compensation). An employee shall submit proof of jury service as a condition of receiving full pay for the periods of time while on jury service as provided in this Agreement.

   An employee is eligible for jury duty leave only for such time the employee is required to be physically in the court house serving on a jury or in the court house awaiting selection as a juror. If the employee is not required to be physically present at the court house while waiting to be called for jury duty (e.g., the employee may check in by telephone), the employee shall report for work duty during his assigned work schedule. However, if an employee is excused from being required to be in the court house when there is two hours or less remaining in the work day, the employee shall consult with his supervisor to ascertain whether the employee is required to report for duty for the remainder of said work day.

   2. Employee shall make a good faith effort to be excused from jury duty if it is anticipated to last longer than two (2) weeks.

ARTICLE XVIII

DISCIPLINARY ACTION

1. A permanent full-time employee (including competitive, labor and non-competitive class) shall be entitled to the procedure set forth in Section 75 of the Civil Service Law, as modified and altered by this Agreement. The procedure established by this Article shall be the exclusive disciplinary procedure for an employee who may be subjected to disciplinary charges. Should any sentence or clause of Section 75 be read as contradictory to this Article, the provisions of this Article shall at all times supersede the sentence or clause in question.

   2. The Employer may discipline an employee for incompetence or misconduct. For the purpose of this Article, a reprimand is defined to be a letter written to an employee advising the employee of unsatisfactory conduct or work performance suggesting ways to improve the unsatisfactory conduct or performance, and warning of possible further disciplinary action of a more serious nature should the conduct or performance continue to be unsatisfactory. The
Employer shall not be required to conduct a hearing prior to or after a decision to reprimand an employee as defined above. Where an employee is represented by his Union, or by an attorney retained by his Union, the cost of any hearing transcript shall be equally divided between the Union and the Employer.

3. The provisions of Section 75 of the Civil Service Law shall be exclusive remedy for an employee aggrieved by a disciplinary determination rendered pursuant to this Article.

4. Any lay off of non-competitive and labor class employees necessitated by economic conditions or change in programs shall be made consistent with Sections 80, 81 and 85, of the New York State Civil Service Law.

5. A copy of all disciplinary charge(s) and/or grievance(s) responses shall be forward to the Unit President.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

The Employer shall provide transportation for employees to conduct its business whenever possible. In the event that the Employer is unable to provide a vehicle, the Employer will compensate employees at the rate of thirty-two cents ($ .32) per mile.

1. The Employer shall allow four (4) days leave with pay to the CSEA Unit President or other Unit Officers to attend CSEA Local or Statewide functions in an official capacity. Prior approval of the Superintendent of Public Works is required. No more than eight (8) such days leave shall be paid for in any one fiscal year. The Department of Public Works Department Head may occasionally grant time for Union meetings during the workday.

2. Out-of-Title - If an employee is assigned duty at a higher job classification than his own, that employee after completion of four (4) consecutive hours during a working day in the higher job classification, will be entitled to additional compensation at a rate of ten (10%) percent above his regular hourly rate for those hours worked.

3. Any employee on unpaid leave from employment shall have annual paid leave credits prorated based upon the fraction of the prior year for which the employee worked or was paid.

4. In addition to boots and rain gear currently provided for use by employees, the Village agrees to provide a pair of boots for each employee working on water leaks and one additional pair in the Sewer Plant.
5. In the event an employee is required to work on an overtime basis due to emergency situations, (i.e. snowstorm, water main break) the Village agrees to provide meals for those employees.

**ARTICLE XX**

**NO DISCRIMINATION**

1. Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex. An alleged violation of this Article shall not be arbitrable.

**ARTICLE XXI**

**ENTIRE AGREEMENT**

With respect to matters not covered by this Agreement, the Employer agrees not to seek to diminish or impair any benefit or privilege on condition of employment. Claims of past practices established by the Village shall not conflict with any express provisions of this Agreement.

**ARTICLE XXII**

**GRIEVANCE PROCEDURE**

1. A grievance is a dispute or difference of opinion raised by an employee covered by this Agreement against the Employer involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

**STEP 1:** Any employee who has a grievance shall submit it designated as a grievance to the employee's immediate supervisor, who is designated for this purpose by the Employer, not more than thirty (30) working days after the date on which the act or omission giving rise to the grievance occurred. The supervisor shall give the employee an oral answer within five (5) working days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the employee wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Department Head within five (5) working days after the supervisor's oral answer or answer due in Step 1 and shall be signed by the aggrieved employee. The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which the Employer is alleged to have violated and the relief requested. The Department Head shall discuss the grievance within five (5) working days with
the employee at the time mutually agreeable to the parties.

If no settlement is reached, the Department Head or other	person designated for this purpose shall provide the employee a written answer within five (5) working days following their
meeting.

STEP 3: If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance to Step 3 of the
grievance procedure, it shall be referred in writing to the
Village Board within five (5) working days after the
Department Head’s answer in Step 2 and shall be signed by the employee. The Board shall discuss the grievance within ten (10) working days with the employee at a time mutually
agreeable to the parties. If no settlement is reached, the Mayor or his representative shall provide the Employer’s written answer to the employee within ten (10) working days following their meeting.

ARBITRATION: If the grievance is not settled in accordance with Step 3, the Union and only the Union with the written consent of the employee may refer the grievance to arbitration by submitting a written notice to the Mayor within ten (10) working days after the date of the written response of the Employer as provided in Step 3. The arbitration shall proceed according to the Voluntary Grievance Arbitration Rules of the NYSPERB, except for the differences recited below. If the parties are unable to promptly agree upon the arbitrator, a list of names secured from PERB shall be used to determine this person. The Employer and the Union shall alternatively strike a name from the list with the order of striking determined by a coin toss. The name remaining on the list shall be the arbitrator. If a party requests a second list from PERB, that party shall be required to strike a name first on this subsequent list. The person selected shall be notified and a hearing promptly scheduled. All hearings shall be held in the Village.

2. The arbitrator shall act in a quasi-judicial, not
legislative, capacity and shall have no right to recommend, to
amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall not have any authority to make a decision contrary to or inconsistent with or modify or vary in any way the application of laws and rules and regulations having the force and effect of law or any Village ordinance or local law. The decision of the arbitrator shall be based solely upon the interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance. No decision shall
contradict the express terms of this Agreement.

A decision rendered which is consistent with the terms of this Agreement shall be final and binding.

3. No grievance may be referred by the Union to arbitration if a federal or state law or federal or state agency provides a procedure to remedy the issue giving rise to a grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived, there being no further right of appeal. If a grievance is not appealed to the next step within the appropriate time limit, it shall be considered settled on the basis of the Employer's last answer. If the Employer or any of its representatives does not answer a grievance within the time limits provided, the grievance shall be considered denied and an appeal may be taken to the next step in the grievance procedure. The parties may agree in writing to extend time limits. The settlement of a grievance at Step 1 shall not be considered as precedent.

4. The fee and expense of the arbitrator and the cost of a stenographer, if mutually agreed to, shall be divided equally between the Employer and the Union. The arbitrator shall not be compensated for any time spent for deliberations where such time exceeds in hours, the length of the arbitration hearing. If we cannot agree on an arbitrator who will accept this, we will mutually agree to modify the clause. Each party shall be responsible for the purchase of its own copy of the written transcript. The arbitrator shall have the power to require the presence of witnesses or documents.

ARTICLE XXIII

CONCLUSION OF COLLECTIVE NEGOTIATIONS

This Agreement is the entire Agreement between the parties, terminates the prior Agreement and concludes all collective negotiations.

ARTICLE XXIV

SEVERABILITY

1. In the event any Article or portion of this Agreement is found to be invalid by a decision of a court of competent jurisdiction, then such specific Article or portion specified in such decision shall be null and void, but the remainder of this Agreement shall continue in full force and effect.

2. Upon the issuance of such a court decision, then either party shall have the right to immediately re-open negotiations with respect to a substitute for such Article or portion of the Agreement found to be invalid.
logo and the employee’s name, and at no cost to the employees, it shall be provided and placed on jackets and shirts (not T-shirts) at a vendor/vendors, specified by the Village of Goshen.

8. These regulations/provisions, and only these regulations/provisions, may be re-negotiated by May 1st of the end of each year of the contract. NOTE *SEE SECTION 13, HEREAFTER.

9. Clothing shall be purchased from approved vendor/vendors, as specified from the Village of Goshen, once per contract year.

---------------------------------------------------------------

CLOTHING OPTIONS

#1. 5 shirts 5 pants (or 3 blue jeans) 2 jackets 1 uninsulated coveralls 5 T-shirts

#2. 5 shirts 5 pants (or 3 blue jeans) *1 jacket 1 uninsulated coveralls 5 T-shirts

*1 insulated coveralls

---------------------------------------------------------------------

OPTION #2. One jacket may be substituted for one (1) insulated coveralls.

---------------------------------------------------------------------

10. Should an employee be placed on full-time status from part-time or temporary, said employee shall only receive the remainder of clothing allowance that is due after the completion of 6 months.

11. Part-time and temporary workers, (except seasonal) shall receive $70.00 for an allowance toward safety approved footwear with the addition of:

1 jacket
2 shirts
2 pants

as per clothing regulations.
12. New full-time employees shall receive $200.00 for an allowance towards safety approved footwear with the addition of:

1 jacket
2 shirts
2 pants
2 T-shirts

as per clothing regulations.

13. Negotiations for clothing provisions shall be initiated by the Village of Goshen and completed by May 1st of each year of the contract, if the Village of Goshen elects to re-negotiate. Due to the fact it’s a new program, negotiations will be in good faith with the parties involved and will be based on the wear and experience of the previous year of the contract, but not to be of less value than $200.00 (two hundred dollars) for the 2nd (second) year of the contract and not less than $200.00 (two-hundred dollars) for the 3rd (third) year of the contract, payable by voucher at a vendor or vendors approved by the Village of Goshen as per clothing regulations set forth in this contract. Safety approved footwear to be a separate negotiable time.

ARTICLE XXXII

TERMS OF AGREEMENT

1. The term of this Agreement shall be from June 1, 2001 to May 31, 2005.

2. It shall be the duty of both parties to this Agreement, that if either party desires to negotiate a successor Agreement, to commence negotiations upon written notice eight (8) months prior to the expiration of this Agreement.
ARTICLE XXV

POSTING

All vacancies shall be communicated to the employees of the CSEA Unit within the Department of Public Works as soon as feasible. The Village shall notify employees of existing vacancies prior to general notification outside of Department of Public Works Department. All qualified applicants within the Department of Public Works Department under this CSEA Agreement shall be given consideration in filling vacancies.

ARTICLE XXVI

PERSONNEL FILE

An employee shall have the opportunity to review his or her personnel history folder in the presence of an appropriate official of the Village and at his or her option his or her union representative upon five (5) working days notice, provided, however, where the employee’s personnel history folder is kept at a location other than the employee’s place of work, five (5) working days notice shall be required. The employee may place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse; provided, however, an employee may not review letters of reference obtained in connection with his initial and subsequent employment.

ARTICLE XXVII

INFORMATION

On the effective date of this Agreement, the Employer shall supply to the Village of Goshen Unit of the Orange County Local #836, a list of all the employees in the bargaining unit, showing the employee’s full name, item number, job title, work location, membership status, insurance deduction and first date employment. Such information shall hereafter be provided to the Village of Goshen Unit on a quarterly basis. In addition, the Employer shall supply a listing of employees showing the item number and work location on a monthly basis of those who terminate their employment.

ARTICLE XXVIII

BLACKTOPPING

The Village of Goshen and the CSEA Village of Goshen Unit agree that days within the summer months that are excessive heat will be reviewed upon call by the Unit President CSEA or his designee with the Department of Public Works Superintendent or his designee to review the continuation of
the blacktopping operation.

ARTICLE XXIX

SUCCESSOR CLAUSE

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 provide services similar to those provided by members of the bargaining unit represented by CSEA, Inc.

Be it understood the parties agree this Successor Clause will terminate on May 31, 2005 unless both parties mutually agree through the negotiating process at that time to return said Successor Clause.

ARTICLE XXX

LOCAL LEGISLATIVE APPROVAL

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

ARTICLE XXXI

CLOTHING REGULATIONS/PROVISIONS

1. The Village will provide safety work footwear to the employees for a maximum allowance of two hundred dollars ($200) to be purchased at a vendor/vendors, approved by the Village of Goshen, once per contract year.

2. The clothing color shall be navy blue in color for outerwear and solid coordinates for shirts, sweatshirts and T-shirts.

3. "Carharts" may be worn during inclement weather and conditions.

4. Appropriate blue jeans (color, condition, etc.) may be worn, as noted under "Clothing Options" below.

5. The employee shall be responsible for maintenance of the footwear and clothing.

6. The Village of Goshen reserves the right to pursue disciplinary action against employees not following clothing regulations as outlined in Article XIX.

7. Shirts and jackets shall have the Village of Goshen
ARTICLE XXXIII

CONTRACT AGREEMENT SIGNATURES

IN WITNESS WHEREOF THE PARTIES, BY THEIR DULY AUTHORIZED REPRESENTATIVES HAVE CAUSED THIS AGREEMENT TO BE SIGNED THIS ___________ DAY OF __________, 2001.

VILLAGE OF GOSHEN

Marcia B. Mathews, Mayor

Witness

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
ORANGE COUNTY LOCAL #836, VILLAGE OF GOSHEN UNIT

Wayne C. Kudlick
Unit President

Witness

Catherine A. Sennig
Labor Relations Specialist

Witness