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# **AGREEMENT**

**BY AND BETWEEN THE  
MUNICIPAL UTILITY COMMISSION  
OF THE VILLAGE OF BATH**

**AND**

**THE CIVIL SERVICE EMPLOYEES ASSOCIATION  
LOCAL 1000, AFSCME AFL-CIO  
STEUBEN COUNTY LOCAL 851**

**FOR THE TERM JUNE 1, 2004 TO MAY 31, 2008**

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THIS AGREEMENT, MADE AT BATH, NEW YORK, ON THE FIRST DAY OF JUNE, 2004, BY AND BETWEEN THE MUNICIPAL UTILITY COMMISSION (HEREINAFTER REFERRED TO AS THE "COMMISSION") AND THE BATH ELECTRIC, GAS AND WATER SYSTEMS UNIT OF THE STEUBEN COUNTY LOCAL OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO (HEREINAFTER REFERRED TO AS "CSEA");

WITNESSETH: IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE PARTIES AGREE AS FOLLOWS:

## I. INTENT

It is the purpose and intent of this agreement to promote a harmonious and cooperative relationship between the Commission and its employees, for the mutual benefit of both, and to the end that customers of the municipal utility departments of the Village of Bath, New York and the public be protected by assuring, at all times, the orderly and uninterrupted operations, services and functions of the Commission.

## II. LAWS APPLICABLE

This agreement shall be governed by the laws of the State of New York, including the Public Employees' Fair Employment Act, the other provisions of the Civil Service Law, the Judiciary Law, the Public Service Law, the General Municipal Law and resolutions, ordinances and local laws not inconsistent with said laws.

## III. RECOGNITION

- A. The Commission recognizes the C.S.E.A., Inc., Local 1000, AFSCME, AFL-CIO as the sole and exclusive representative for all employees in the unit exclusive of part-time and/or temporary employees (i.e., hired for the months of May, June, July and August) and the supervisory staff, for the purpose of collective bargaining with respect to rates of pay, working conditions and other terms and conditions of employment.
- B. The Commission shall deduct from the wages of employees and remit to CSEA, Inc., 143 Washington Avenue, P.O. Box 125, Capitol Station, Albany, NY 12224 regular membership dues and insurance premiums under a CSEA operated insurance plan for those employees who have authorized in writing such deductions by the Commission, after such authorizations have been delivered to the Commission. Such deductions shall continue in respect to each employee until such authorization be withdrawn by the employee. For CSEA sponsored insurance programs that require that the premium be forwarded directly to the insurance company, the Commission will forward such premiums directly to the address supplied by the insurance company.
- C. The CSEA hereby agrees to hold the Commission harmless for any and all damages the Commission may sustain as a result of making the payroll deductions where such damage is the result of negligence of an officer of the CSEA Unit or Union member requesting such payroll deduction.
- D. The CSEA Unit affirms that they will not strike, encourage a strike against the Commission, nor assist or participate in any other action or impose an obligation upon its members to conduct, assist or participate in any interruption of the continuous employment of any employee of the Commission, subject to State legislative change.
- E. CSEA having been recognized or certified as exclusive representatives of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal officer shall make such deductions and transmit the sum so deducted to CSEA. The fiscal officer making such deductions will transmit these amounts to CSEA, Inc., 143 Washington Avenue, P.O. Box 125, Capitol Station, Albany, NY 12224. The deductions will be accompanied by a listing indicating name and address of those employees who are not members of CSEA. CSEA agrees to hold Commission safe and harmless because of said deductions.

#### IV. COLLECTIVE BARGAINING UNIT

The CSEA Unit represents all permanent employees holding a position by the appointment or employment in the service of the Commission, and as defined by Section 201, Subdivision 8, Public Employees' Fair Employment Act, except the nine (9) supervisory staff positions.

#### V. DEFINITIONS

The following definitions shall apply to this agreement. To the extent that any definition contained herein is inconsistent with or modified by Applicable Laws (Article II) governing this agreement the latter shall be controlling.

- A. Absence without Leave: Absence during regularly scheduled, previously arranged overtime or call-out emergency hours without prior notice to the department supervisor or department head as provided by one or more articles of this agreement.
- B. Appointment: The position, the office of employment involving an aggregation of duties to be performed and responsibilities to be exercised by one person.
- C. Appointing Officer: The Director of Municipal Utilities having power of appointment to subordinate positions in any office or department.
- D. Assignment: A particular duty or group of duties, called for by the appointment, to which an employee's attention is directed by a superior.
- E. Civil Service: The Commission is obligated, by law, to the requirements of the Civil Service Personnel Office of Steuben County. Appointment to a position with the Commission may be made in any one of three classes of classified Civil Service.
- F. Commission: The Municipal Utility Commission of the Village of Bath, N.Y.
- G. Compensation: The remuneration of a position and shall include food, lodging, maintenance and commutation when same is furnished.
- H. Competitive Class: Includes all positions in the classified service not specifically omitted as being in the exempt class or non-competitive class.
- I. Demotion: A reduction in grade and title for incompetency or misconduct and may be effected by the appointing officer in accord with procedure prescribed by law.
- J. Employee: The incumbent of the position, holding the position in accord with the Steuben County Civil Service Rules and receiving the compensation of the Commission.
- K. Exempt Class: Includes all manual laboring and all other positions for which competitive and non-competitive examinations are not practicable.
- L. Supervisor: The chief worker who arranges, oversees, and superintends the work of a group of Commission employees.
- M. Incompetency: Demonstrated lack of suitable mental or physical facilities to perform the function(s) of an appointment or properly assigned duty sufficient to denote the lack of requisite qualifications.
- N. Increment: The increase scheduled in salary from one year to the next.
- O. Insubordination: Disobedience to any lawful order or instruction of a superior.

- P. Lay-off: Removal from the position held because of abolition of the position or curtailment of funds.
- Q. Leave of Absence: Relief from all Commission-connected duty, without pay, for a period of not more than one year, or as limited by the Commission.
- R. Misconduct: Improper behavior, deportment, demeanor, treatment, manner, or management in the discharge of the responsibilities of any properly assigned duty.
- S. Non-competitive Class: Includes all positions for which it is practicable to determine merit and fitness by qualifying examination but not practicable to determine relative merit and fitness by competitive examination.
- T. Office Department: Comprised of the office manager, accounting supervisor, clerks, senior clerk, cashiers, account clerks, senior account clerk, consumer service clerks, and secretary or typist.
- U. Operating Department: Comprised of consumers' service, electric, gas, water and sewer operations and maintenance and the wastewater treatment plant, operating under appropriate departmental supervisors. The Operating Department head is the Utilities Operation Supervisor acting through these supervisors.
- V. Other Employment: Any productive effort for which compensation and/or other consideration is received other than from the Commission while an employee of the Commission.
- W. Organization: The arrangement of appointments as adopted by the Commission and as detailed on an organization chart and written assignment descriptions.
- X. Part-time employee: Any person who is employed to regularly work less than fifty percent of the time prescribed as a normal work week by the Commission, or wherein the employee earns less than three thousand (\$3,000) dollars annually.
- Y. Permanent Appointment: Upon proper certification from the office of the Steuben County Civil Service, and at the expiration of a three-month probationary term, the appointing officer may make a permanent appointment to fill any vacancy not otherwise filled by reinstatement, transfer or demotion.
- Z. Provisional Appointment: Whenever there are urgent reasons for filling a vacancy in a position in the competitive class, the appointing officer may nominate a person for non-competitive examination, and if such person is qualified after the examination, the appointing officer may appoint such person to a provisional position pending competitive examination and final selection and appointment.
- AA. Regular Employee: The incumbent of a position, whose claim to the position is not disputed, and who has been certified by the Steuben County Civil Service Personnel Officer for the appointment duly made by the appointing officer.
- AB. Reinstatement: The reappointment of any person to a position in the same or lower grade held by permanent appointment prior to resignation or leave of absence within one year.
- AC. Removal: Severance from duty and compensation by an appointing officer for incompetency and/or misconduct in accordance with the procedure prescribed by law.
- AD. Resignation: Voluntary severance from duty and compensation.
- AE. Retirement: Severance from Commission-connected duty upon the attainment of an age of seventy years or sooner.
- AF. Substitute Appointment: The appointing officer may make a substitute appointment to replace persons on detached government service (See Section 246, Military Law) and if such appointment be made to another

employee of the Commission, such substitute service shall not prejudice his rights in his permanent position, with reference to promotion, transfer, reinstatement or retention in the service.

- AG. Supervisory Staff: The Director of Municipal Utilities, the Assistant Director of Municipal Utilities, the Utilities Office Manager, the Utilities Operations Supervisor, the Departmental Supervisors, and the Secretary or Typist acting as secretary to the Director constitute the Supervisory Staff. The Secretary or Typist serves as a non-supervisory member of this staff. It is the function and duty of these staff employees to implement and administer the policy decision of the Commission and the Village of Bath.
- AH. Suspension: Severance from duty and compensation as a disciplinary action for a period not to exceed two months in any calendar year.
- AI. Temporary Appointment: Will be made by the appointing officer to fill competitive services which will not be required for a period of longer than six months or for a period of a leave of absence if replacing a person on leave. Compensation shall be paid for the classification appointed to, during the duration of temporary appointment. If a position becomes available within the Company, a temporary employee shall be given the first opportunity, if qualified, to fill the vacated position.
- AJ. Work Assignment: The productive effort of the CSEA Unit is assigned in accord with the written or oral direction of immediate superiors, within the framework of the responsibilities of the appointed positions. Each employee shall be responsive to the directions of his immediate superior. In case of misunderstanding or dispute concerning work assignment and responsibility, recourse shall be made to the next immediate superior level of supervision with the final responsibility for assignment of work effort resting with the Director of Municipal Utilities and the Commission.

## VI. COMPENSATION

- A. Schedule A (attached) sets forth the grades and starting rates for all job titles, including the newly agreed titles of Waste Water Treatment Plant Worker and Assistant Utility Maintenance Supervisor, as well as a five (5) step wage schedule that shall remain constant (e.g. the percentage wage increases shall not be folded into the steps each year).
- B. During the term of this contract only, employees who are currently on the five (5) step wage schedule shall, in the year that they go off the wage schedule only, receive a one-time off step payment of \$500 in addition to the wage increase provided for in the agreement.
- C. Wage increases during the term of the agreement as follows:

June 1, 2004 – May 31, 2005	Retroactive payment of \$1,000.00 to each employee and retiree Cheryl Hobbs after agreement is fully executed. One-half of this amount (\$500) will go into each employee's base wages and the other half (\$500) will not go into the employee's base.
June 1, 2005 – May 31, 2006	3.0% wage increase
June 1, 2006 – May 31, 2007	3.0% wage increase
June 1, 2007 – May 31, 2008	3.0% wage increase
- D. Longevity is to be included in the pay schedule when computing the overtime, call-out, and premium hours for all employees covered by this agreement.
- E. TAX DEFERRED PLAN CSEA and the Commission shall agree upon two tax deferred plans. Each employee may elect to join and contribute via payroll deduction to one of the plans. Such election including the bi-

weekly deduction shall be in writing and will continue until employment is terminated or rescinded in writing by the employee.

VII. OVERTIME AND CALL-OUT Each employee's current wage shall be used in determining the applicable hourly rate of compensation for overtime, call-out and premium hours.

- A. OVERTIME Time and one-half shall be paid to all employees for all time worked in excess of eight hours in one day or forty hours in one week, excepting those working specifically designated round-the-clock (7-day week) schedules. Overtime for these shift employees shall be based on time worked in excess of eight hours in one day, forty hours during one 7-day work period, or time worked on scheduled days off. Shift employees assigned to work the hours between 3:30 P.M. and 7:00 A.M. will be paid a regular ten (10%) percent premium in addition to regular compensation for that assignment classification. In the Office Section time and one-half shall be paid to all employees hired prior to June 1, 1993, for all time worked in excess of seven hours in one day or thirty-five hours in one week. Overtime within each department shall be equally distributed among departmental employees on a rotating basis. Overtime, as the employee's option, may be taken in either pay or compensatory time.
- B. CALL-OUT All employees are expected to be available insofar as is reasonable to respond to emergencies which require additional personnel. Employees called from their homes during off-duty hours will be paid a minimum of three hours straight time pay for the first two hours or less, worked in response to each call. Time in excess of the first two hours will be paid at the overtime rate. At the discretion of management, only one employee may be called out per incident; however, the called out employee may, upon arriving at the problem location, call out another employee if he deems conditions so warrant.

VIII. HOLIDAYS AND VACATION LEAVE

A. HOLIDAYS

- 1. The following are twelve holidays in New York State which will be observed by all Commission offices and departments:

New Year's Day	Columbus Day
MLK, Jr's BD	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

One additional day to be determined by the Commission and the CSEA Unit, which day will provide an additional long weekend.

- 2. If any such days excepting New Year's Day, fall on a Saturday, the previous Friday shall be observed. Should any such days fall on a Sunday, the following Monday shall be observed. New Year's holiday falling on a Saturday or Sunday shall be observed on the following Monday. Any day shall be observed as a holiday if so designated by the President of the United States or by the Governor of the State of New York, when approved by the Commission, and any day which the Commission may, within the law and its discretion, designate as a day off for the employees of the Commission.
- 3. In the event an employee is scheduled to work on any of the above holidays, or on days designated as holidays, within this Section, the employee will, in addition to his or her regular holiday pay, receive compensation at the rate of time and one-half (1-1/2) for the time actually worked. In the event of a call-out, the employee will, in addition to his or her regular holiday pay, be paid a minimum of three hours straight time pay for the first two hours or less. Time in excess of the first two hours will be paid at the rate of time and one-half. No more than one holiday premium pay will be paid per holiday.



B. VACATION LEAVE Each employee shall be entitled to vacation leave based on his length of continuous employment as follows:

1. On the first through the sixth anniversary of each employee, there shall be allowed a total of ten (10) working days; on the seventh through fourteenth anniversary, there shall be allowed a total of fifteen (15) working days; on the fifteenth anniversary and each anniversary thereafter, there shall be allowed a total of twenty (20) working days.
2. While every effort will be made to grant to all employees a vacation at the time of their own choosing, the following shall apply to vacations:
  - a. Vacations shall be taken during the year following the anniversary date on which the vacation days are credited.
  - b. Each employee shall be encouraged to exercise at least five (5) consecutive days vacation in each year for the purpose of rest and relaxation; however, employees shall be permitted to take more than a total of ten (10) consecutive days vacation during the months of June, July and August of each year only upon approval of employee's immediate supervisor. Such extension to be limited to a maximum addition of five (5) days.
  - c. Vacations must be requested in advance, subject to the approval of the department supervisor whose consent shall not be unreasonably withheld. This provision shall be deemed waived in emergency situations. When the exercise of vacation rights by two or more employees, during wholly or partially concurrent periods, will, in the opinion of the department supervisor, unduly hinder the operations of the Commission, (1) vacation rights to be exercised during June, July and August will be granted to the employee making the earliest request and no consideration is to be given to continuous length of employment, and (2) vacations during months other than June, July and August will be granted to the employees having greatest continuous length of employment.
  - d. If it becomes impossible for an employee to take his full vacation rights in any given year as a result of management action denying a vacation because of exceptional circumstances, a cash payment will be made on his anniversary date for such earned vacation in excess of ten (10) working days.
  - e. Employees shall be allowed to accumulate 10 days vacation leave per year, to a maximum accumulation of 30 days vacation accrual at any one time.

## IX. SICK LEAVE, SICK LEAVE BANK, LEAVE OF ABSENCE, FUNERAL LEAVE AND REST PERIODS

### A. SICK LEAVE

1. Each regular employee shall be entitled to accumulate sick leave credit at a rate of one and one-half (1-1/2) days per month of continuous service.
2. Each employee shall be entitled to a maximum sick leave credit at any given time equal to his accumulated sick leave minus the number of days previously reported as absent because of sickness.
3. Maximum computed accumulation shall not exceed two hundred twenty-seven (227) days. Any days earned in excess of this cap shall be credited to the Sick Leave Bank at the end of each year.
4. Each employee shall report absence because of sickness to the department supervisor not later than the first half-hour of their regularly scheduled shift occurring after the onset of his illness. The expected duration of such absence shall be reported at this time. If the illness is of a longer duration than initially reported, the employee shall notify the Commission of this fact, not later than the first half-hour of his or her regularly scheduled work shift of the original expected day of return. Failure to so report each day of absence shall constitute absence subject to payroll deduction for each day absent. If the Commission be-

believes an employee is utilizing sick leave for purposes other than those for which it was intended, then the Commission shall request a meeting with the CSEA President or his designee and the affected employee(s) to discuss the situation. Subsequent to such meeting, should the Commission continue to believe that there is a misuse of sick leave, the Commission shall have the right to take whatever action is available to him under Civil Service Law.

5. Each employee shall be subject to a salary deduction for each working day absent in excess of the above applicable schedule(s). The Commission has the right to demand a doctor's certificate showing the employee is eligible for sick leave credit under the following conditions:
    - a. Employee absent from work in excess of three (3) or more consecutive days.
    - b. Sick leave that occurs contiguously with a vacation period.
    - c. Employees who are taken sick or injured while on vacation may charge such time to sick leave effective from the time that the employee sees a doctor through the period of disability covered by the doctor's certificate which shall be submitted to the Department Supervisor or Director of Municipal Utilities.
    - d. Sick leave in excess of three (3) days or sick leave requested to run consecutively following vacations must be certified for by a statement signed by the employee supporting the need for such extended leave and certifying the employee's capability of resuming work. Such certification shall be presented, to the employee's immediate department supervisor upon the employee's return to work.
- B. SICK LEAVE BANK A sick leave bank shall be established and its operation shall be conducted by a four (4) member committee comprised of the Director of Municipal Utilities and one person appointed by him and the CSEA Unit President and one person appointed by him. Employees who wish to participate in such bank shall be allowed to contribute three (3) days accumulated sick leave to the bank. Additional contributions may be requested from time to time by the committee as they deem necessary.

Participating employees may withdraw sick leave from the bank, subject to a majority vote of the committee, which consent shall not be unreasonably withheld. To be eligible to withdraw days from the bank, the following conditions must be met: 1) the employee has contributed days to the bank; 2) all of his or her personal accruals have been exhausted; 3) the illness or injury for which banked days are to be used is of thirty (30) days or longer duration and; 4) the employee agrees to a schedule acceptable to the committee to repay the days withdrawn from the bank, upon his or her return to work.

#### C. LEAVE OF ABSENCE

1. Military leave shall be as provided by the New York State Statute.
2. Except as otherwise provided by law, all leaves of absence to be granted to any employee without pay by an employing officer or department head must have the approval of the Commission, and it is agreed that such employee shall be entitled to return to his employment in the same position.
3. A pregnant employee shall be granted a leave of absence without pay for a period of time as recommended by the department supervisor subject to the approval of the Commission.
4. Leave of absence shall not be granted to an employee to accept employment by an employer other than the Commission.
5. It is hereby established that any leave of absence in excess of four (4) months for sickness or maternity shall be deducted from the employee's earned time applicable to the next wage schedule bracket; that a leave of absence granted to an employee for a course of study or training, when such study or training is of the same nature and category with the stated employment of such employee, shall not be deducted in computing the earned time in regard to the increments earned or qualifying for the increments for

longevity; that a leave of absence of one (1) year for sickness or maternity shall be deducted from the earned time as applied to the increments for longevity; and that a leave of absence granted to an employee for any other reason than above stated shall be deducted in computation of earned time for increments and longevity increments, unless approved after consideration of the Commission. Only the actual time an employee is away from work during the granted leave of absence shall be deducted in computation of earned time for increments and longevity increments; however, any time worked during a granted period of leave of absence shall not extend the granted period of such leave of absence.

6. Sick leave, vacation leave and retirement credit shall not accrue during a leave of absence.

#### D. FUNERAL LEAVE

1. In each event of death in the immediate family, employees shall be granted, beginning with or immediately following the day of death, scheduled work days off without loss of basic pay, in accordance with the following schedule:
  - a. Five (5) days - Parent, spouse, child. Additional Bereavement Leave may be requested from the Director or Assistant Director of Municipal Utilities, and may be granted at his or her discretion.
  - b. Three (3) days - Sister, Sister-in-Law, Brother, Brother-in-Law, Father-in-Law, Mother-in-Law, Grandparents, Grandchildren, Aunts, Uncles.

- E. REST PERIODS Each employee will be allowed a fifteen (15) minute rest period during each half of the daily shift. Rest periods shall be observed at the time and place designated by the employee's department supervisor to minimize disruption to continuing operations. Management reserves the right to revise scheduled rest periods during emergency conditions. Coffee may be supplied to employees during a rest period at the job site at the discretion of the department supervisor.

- F. GENERAL With respect to other matters not covered by this article, the Commission will not seek to diminish or impair during the term of this agreement any leave benefit or privilege heretofore enjoyed by the employee.

#### G. PERSONAL LEAVE

1. Personal leave not to exceed twenty-four (24) hours per year per employee shall be granted by the Employer, upon request of the employee. Such leave may be used in increments from one (1) hour to twenty-four (24) hours and will require prior approval by the Director or his/her designee. Such approval will not be unreasonably denied.
2. Such personal time shall be for illness or injury to immediate family members which requires hospitalization, attorney, doctor or dentist appointments or similar causes, when such activities cannot be accomplished on other than work time. (This list is not all inclusive but illustrative only).
3. If requested at least twenty-four (24) hours in advance the employee will not be required to give the reason for such request.
4. Starting with the June 1, 2005, contract year, personal days shall be credited to each employee on the anniversary of their date of hire and must be used by the following anniversary date or they shall be forfeited.

#### X. ABSENCE WITHOUT LEAVE

Absence without leave shall be reported by the department supervisor or department head who shall investigate and report the extenuating circumstances, if any, to the Director or Assistant Director of Municipal Utilities. In any such case, such disciplinary action as may be deemed suitable by the department supervisor or department head shall be taken. Absence due to illness unreported or exceeding the accumulated sick leave as provided by

this agreement shall be considered absence without leave. An employee absent without leave shall be subject to deduction for one hour for each full hour or part thereof so absent and same shall be deducted in the payroll period covering such absence.

XI. OTHER EMPLOYMENT

Commission employees shall not be permitted to engage in other full time employment with another employer. However, occasional employment may be undertaken provided that such occasional employment shall not prevent, interfere with, or hinder an employee from performing his duties for the Commission in a proper manner as determined by the department supervisor or the Director of the Municipal Utilities.

XII. INCREMENTS, LONGEVITY, SENIORITY AND RECLASSIFICATION

A. INCREMENTS

1. Whenever the salary wage schedule for an employee covered by this agreement provides for an increase, the wage shall be adjusted on the anniversary date of position appointment only after the appropriate department supervisor or department head shall have certified to the Commission that the employee has demonstrated adaptability and proficiency in the work warranting the wages scheduled.
2. When the appropriate department supervisor or department head shall have failed to certify to the Commission the demonstration of adaptability and proficiency of work of an employee sufficient to warrant payment of a scheduled wage increase, the Commission and the employee shall be advised in writing at least fifteen (15) days prior to the scheduled wage increase date of the reasons for the failure to so certify and the Commission and the employee shall be advised by the Director or his designee, in writing, each thirty (30) days thereafter.

B. LONGEVITY

1. Every employee who shall have been continuously employed by the Commission shall be paid an annual longevity increment commencing on the anniversary date of employment for payment bi-weekly in addition to other compensation as shown below:

10 Years Continuous Employment.....	\$500.00
15 Years Continuous Employment.....An Additional.....	\$400.00
20 Years Continuous Employment.....An Additional.....	\$400.00
25 Years Continuous Employment.....An Additional.....	\$400.00
30 Years Continuous Employment.....An Additional.....	\$400.00

2. Increases shall be only for the specific longevity payment the individual employee is currently eligible for during that year of implementation (10 years or 15 years or 20 years or 25 years or 30 years) and shall not be retroactive or cumulative to past awards or amounts.

C. SENIORITY

1. Seniority shall be defined as the length of continuous service with the Commission from the last date of hire. However, an employee's seniority shall be broken by voluntary resignation, discharge, retirement or refusal of recall.
2. As used in paragraph 1, "continuous service" includes only those periods when an employee is on the Commission active payroll and those periods when the employee is:
  - a. on authorized leave of absence or,
  - b. on lay-off or,

- c. absent from, and unable to perform, the duties of his position by reason of a disability resulting from occupational injury or disease or,
  - d. such other periods of service, if any, as the Civil Service Law requires to be treated as part of the employee's "continuous service".
3. Lay-off - In the event the Commission contemplates laying off employees for any reason, the Commission shall meet with CSEA to review the anticipated lay-off at the earliest possible time prior to the effective date of the lay-off. In the event a lay-off takes place, employees shall be laid off in the order of least seniority within the job classification. A laid off employee in the non-competitive grade may exercise his or her seniority to displace ("Bump") a less senior employee in the job title considered next lower in title in direct line of promotion. The non-competitive grades involved are: Working Supervisor, Maintenance Person and Laborer. Employees who are to be laid off are to be notified at the earliest possible time.
  4. Recall - If the work force is increased after a lay-off the employees shall be recalled according to the inverse order of lay-off within the job classification. If the employee fails to report for work within the five (5) days from the date of notice of recall, he shall be considered to have voluntarily quit. Recall shall be by certified mail, return receipt requested sent to the laid off employee's last address of record with the Commission. Recall rights of employees with less than five years of service shall expire after one year from the date of lay off. Recall rights of employees with five or more years of service shall expire after two years from the date of layoff.
  5. The Commission shall provide, within sixty days from the execution of this agreement, a seniority list which shall be posted for thirty (30) days. All employees shall have this 30-day period to appeal the listed seniority date of hire. Any date not appealed at the end of this 30-day period shall automatically become the employee's seniority date of hire.
  6. Any employee who is interested in any position with the Company, other than their current position, shall be allowed to so notify the Director of Municipal Utilities, in writing, of any position the employee is interested in transferring into. Employees who so notify the Director, shall be considered for such a position when it becomes available.
- D. RECLASSIFICATION If necessitated as a reduction in the size of the work force, an employee's job becomes abolished, downgraded or upgraded then the following shall apply:
1. Downgraded employees will continue to receive their existing pay are for a period of 90 days at the end of which time they will receive the rate of pay in the new classification closest to their existing rate.
  2. Upgraded or promoted employees shall receive an increase in pay upon upgrading or promotion which is equivalent to the full increment payable in the position to which he is appointed, or he shall be paid the minimum salary of the grade of the position to which he is appointed, whichever results in a higher annual salary.

### XIII. JURY AND COURT ATTENDANCE

A regular Commission employee shall be entitled to his usual compensation for the day(s) he serves as a juror or is in court pursuant to subpoena or other order of the court, police justice court and magistrate court, providing he turns over to the Commission's Payroll Department, for refund to the treasurer, the fees that he earns as juror, retaining the mileage allowance.

### XIV. RECIPROCAL RIGHTS

- A. The CSEA is recognized by the Commission so that the employees may have the right to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, disputes and grievances pertaining to the terms of this agreement and other terms and conditions of employment. Said

representatives shall also be permitted to appear at public meetings of the Commission, subject to the rules of the Commission, and public hearings before the Commission upon the request of the employees.

- B. The Commission and the CSEA shall perform their respective obligations under this agreement in a fair and impartial manner to all employees and shall not discriminate against any employee for reasons of age, sex, race, color, creed or national origin.
- C. The CSEA shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Commission, subject to the approval of the contents of such notices and communications by the Director of Municipal Utilities. Representatives of the CSEA shall have access to the premises of the Commission for the purpose of transacting any necessary business regarding negotiations or disputes resulting from this agreement.
- D. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted a reasonable amount of time from their regular work (not to exceed one hour per day) to attend to these duties with no loss of compensation. A minimum of twenty-four (24) hours notice must be given the employee's department supervisor prior to the time required to attend scheduled meetings in the performance of these duties. In the event of dispute or grievance, prior notice must be given the employee's department supervisor with procedures as designated in Article XXV through XXVII to be strictly followed.
- E. Non-employee, CSEA representatives shall have access to employees during working hours to explain CSEA membership, services and programs under mutually developed arrangements with Director of Municipal Utilities. Any such arrangement shall insure that such access shall not interfere with work duties or work performance. Such consultations shall be no more than fifteen (15) minutes per month with each of not more than ten (10%) percent of the employees in the bargaining unit.
- F. The Commission will provide CSEA in Albany on a quarterly basis with the names and addresses of all employees in the bargaining unit.
- G. A maximum of five (5) scheduled work days leave shall be granted to one (1) CSEA delegate or Board of Directors member for travel time and attendance at one (1) CSEA delegate meeting annually within the boundaries of the State of New York.
- H. The CSEA Unit shall provide the Commission with a current list of stewards and the departments they represent, together with any changes which from time to time may take place. It shall also be the responsibility of the CSEA Unit, insofar as possible, to place the steward in the same locale as the union membership represented by said steward.

#### XV. TERMS OF EMPLOYMENT

- A. The services of employees are retained for the purpose of accomplishing specific duties, functions or work assignments by the application of the Table of Organization and Job Specifications of the Steuben County Civil Service Personnel Office to the operation of the business of the Commission.
- B. Whenever said Table of Organization and/or Job Specifications are altered, revised, abolished, or established, the CSEA or representatives of the CSEA Unit shall be informed of all such changes at least five (5) days prior to the effective date of the planned modifications and shall receive at least seven (7) days advance notice of any change in working methods, conditions and terms of employment (i.e., classification of wages) except where such change is required because of any emergency or disaster beyond the control of the Commission.

## XVI. HOURS OF WORK

- A. All employees of the Operations Department shall work on the basis of a forty (40) hour week consisting of five (5) consecutive eight (8) hour shifts. Work hours shall be 7:00 A.M. to 3:30 P.M. The lunch period shall be of one-half (1/2) hour duration. It is understood and agreed that if, in the sole opinion of the Municipal Utility Commission, utility operations are adversely impacted by establishing the work hours as 7:00 AM to 3:30 PM, the Commission has the right, upon five working days notice to the affected employees, to return to the 8:00 AM to 4:30 PM working hours.
- B. Work hours for Meter Readers shall be 8:00 A.M. to 4:30 P.M. with one-half hour for lunch all year.
- C. Utilities Service Department representatives will be required to work hours coinciding with the closing of the Business Office on a rotating basis as deemed necessary by the Director or Assistant Director of Municipal Utilities.
- D. The regular work day for those assigned designated shifts shall be any regularly assigned consecutive eight (8) hour period during which one-half (1/2) hour is allowed for eating.
- E. All employees of the Office Department hired prior to June 1, 1993, shall work on the basis of a thirty-five (35) hour week consisting of five (5) consecutive seven (7) hour shifts. Work hours for all Administrative Office personnel shall be 8:30 A.M. to 4:30 P.M. with a lunch period of one (1) hour. Work hours for all Collection Office personnel shall be 8:00 A.M. to 4:00 P.M. with a lunch period of one (1) hour.
- F. Any person hired on or after June 1, 1993, in a position that is designated as a thirty-five (35) hour per week work week in this Article, shall have working hours of 8:00 AM to 4:30 PM with one-half hour for lunch.
- G. The regular work week for all personnel except those assigned designated shifts shall be five (5) consecutive days beginning Monday running through Friday.
- H. The regular work week for those assigned designated shifts shall be any seven (7) consecutive days as designated by the Director or Assistant Director of Municipal Utilities.

## XVII. PROCEDURES FOR NEW EMPLOYEES

- A. All new applicants for Commission employment are required to have a physical examination and/or complete a sworn Physical Fitness Inquiry, in such form as provided by the Commission, prior to commencing employment with the Commission. These employment physical reports will be received by the department heads prior to payroll certification; Health Qualifications Placement Record is to be filed in the Steuben County Personnel Office and the Certificate of Medical Examination and/or Physical Fitness Inquiry is to be filed in the office of the Commission. The expense of the employment physical will be paid for by the Commission.
- B. At the time of appointment, all new Commission employees must file an employee's withholding exemption certificate.
- C. CSEA will be notified of all new employees.
- D. Prior to employment, persons hired for those positions related to gas operations will be required to pass a drug test in accordance with Pipe Line Safety Regulation 49 CFR 199 and the BEGWS Drug Testing Policy.

## XVIII. SEVERANCE

- A. An employee leaving Commission employ shall receive a gross termination pay by voucher which shall include:
  - 1. Wages earned as of the last day of employment;

2. Vacation credit, if any, prorated to the first of the month immediately following the last day of employment, less
3. Any amount due the Commission, if any, for materials and/or equipment entrusted to the employee's care not returned in useful condition, on or before the last day of employment;
4. Any amount due the Commission for repayment of advanced wages, vacation advance and/or advance on sick leave.

#### XIX. INSURANCE

- A. Every employee is directed to report all company-connected sickness or injury for immediate attention.
- B. The health plan provided by the Commission is the Excellus Community Rated EPO Blue Plan with a three tier \$10/\$25/\$40 prescription co-pay rider at no cost to the employees.

Employees hired after June 1,1998, upon their retirement (subject to the terms of the NYS Retirement System) will be covered by the Commission provided health insurance between retirement age, if less than 65 and age 65. At such time retiree becomes eligible for Medicare, the Commission will reimburse the retiree the annual premium of a medigap policy of their choosing, up to \$1,200.00 per year.

- C. At retirement, the cost of spousal health insurance shall be borne by the retiree.
  1. Retirees shall be able to convert unused sick time into a pool of funds to pay for the cost of spousal health insurance.
  2. For unused sick day balances of 200 days or less, the formula for conversion of sick days shall be ½ of the retiring employee's daily rate times the number of accumulated sick days.
  3. For unused sick day balances of more than 200 days, the formula for conversion of sick days up to 200 shall be ½ of the retiring employee's daily rate times the number of accumulated sick days. The formula for conversion of sick days over 200 shall be the retiring employee's daily rate times the number of accumulated sick days over 200.

E.g., if the employee has 209 days of accumulated sick time, the conversion to a dollar amount would be as follows:

200 days times ½ the employee's daily rate PLUS  
9 days times the employee's full daily rate

4. The daily rate shall be calculated by dividing the retiring employee's then current salary by 2,080 hours and then multiplying that number by the number of hours regularly worked by the retiree (7 or 8).
5. Employees with 200 or more accumulated sick days at the start of a contract year (June 1st) will be able to add ½ of the days not used in that contract year, rounded down, to their beginning sick day balance.

E.g.,        200 days + (18 unused days divided by 2) = 209 days  
                  200 days + (15 unused days divided by 2) = 207 days

The other ½ sick days not used in that contract year shall be forfeited. The total sick day cap shall be increased to 227 days.

- D. Effective 6/1/98 the Commission will provide at no cost to the employees, CSEA EBF Dental plan known as the Equinox Dental plan.



- E. A part-time employee may elect to participate in the group health and dental plans. Any person employed between fifty and one-tenth percent (50.1%) and seventy-four and nine-tenths percent (74.9%) of the work week will receive seventy-five percent (75%) of their health and dental insurance paid by the Commission and any person employed seventy-five to one hundred percent (75.0% - 100%) of the work week will receive one hundred (100%) of the premiums paid by the Commission. The balance of the cost of the premium, if any, will be deducted from the employee's salary.
- F. The Commission shall participate in and pay the entire premium costs of the CSEA Employee Benefit Fund to provide optical benefits under the "Platinum-12" Plan as provided by the fund.
- G. The Commission will participate in a health insurance buy out plan as follows:

Employees who are eligible for health insurance coverage by the Commission, may elect to waive such coverage by signing an appropriate release form at least 30 days prior to the renewal date of the contract with the health care provider.

Any employee choosing to waive the health care benefits in this manner, will receive an amount equal to 1/2 the annual premium cost of the health insurance for family or individual (whichever they would have been eligible for) coverage for that year.

In order to receive this "buy out" the employee must execute the waiver in a timely manner and produce documentation that they are covered by health insurance from another source.

If after waiving their coverage, should the employees experience a loss of that coverage due to a major life change (death, marriage, divorce, etc.), the employee may re-enroll in the Commission's plan and will refund on a prorated basis any buy out payment they had received previously in that year.

Employees may elect to waive their coverage only once per year, and shall be required to renew that waiver each year in order to be eligible for the buy out payment.

Payment of the buy out will be made within 30 days of a properly-executed waiver.

- H. Effective June 1, 1998, the employer will offer an IRS approved cafeteria plan that includes the option for pre-tax co-payments, health insurance, prescriptions and deductibles.
- I. Effective June 1, 2005, and each June 1<sup>st</sup> thereafter, the Commission shall pay \$1,750 into a Health Reimbursement Account (HRA) for each employee. The HRA is to be used by employees to reimburse them for the cost of insurance and prescription co-pays and qualifying over-the-counter medications. Unused HRA account balances shall roll over and accumulate from year to year. At retirement, any unused HRA balance may be used by the retired employee until it is used up.

## XX. RETIREMENT

The Commission participates in the New York State Employees' Retirement System, without payroll deduction to its employees, who qualify under the rules of the Commission. The plan is designated the "25-year Career Plan" and is described in Section 75I of Title 8, Article 2 of the Retirement and Social Security Law of the State of New York. The plan also provides for unused sick leave as additional service credit designated in Section 41j of title 5, Article 2, and the guaranteed minimum death benefit, designated in Section 60b of Title 7, Article 2.

## XXI. PAY PERIODS

- A. Pay day shall be every other Friday.
- B. If a pay day falls on a holiday, employees shall be paid the day before the holiday.

- C. When an employee is temporarily assigned to perform the duties of a department supervisor by the Director or Assistant Director of Municipal Utilities, he shall receive an extra one hour's straight time pay for each four (4) hours or more in any given regularly scheduled work day that the duties of department supervisor are performed.
- D. Payroll deductions will be permitted upon proper application by the employee, for such purposes as may be approved by the Commission. The following have been approved by the Commission and declared eligible for employee payroll deductions:
  - 1. United States Savings Bonds
  - 2. Educational Benefits
  - 3. CSEA and/or VA Credit Union
  - 4. United Way
  - 5. NYS Deferred Compensation Plan

## XXII. EQUIPMENT AND SAFETY

- A. The Commission will furnish full time employees with tools and equipment considered necessary by the Commission.
- B. Meter Readers, Utilities Service Workers, Assistant Line Supervisors, Line Workers, Maintenance Persons, Laborers, Working Foreman, and Sewer Plant Operators will receive from the Commission a supply of uniforms including four (4) pairs of pants, four (4) long-sleeved shirts, four (4) short-sleeved shirts, or any equivalent combination of shirts and pants, and two (2) jackets initially and one (1) jacket annually thereafter. Employees are expected to wear said uniforms. The Utilities Maintenance crew will receive one (1) lightweight coverall and one (1) insulated coverall for each crew member. The Automotive Mechanic will receive three (3) lightweight coveralls. The Electrical Crew shall receive one (1) insulated coverall for each crew member.
- C. Each piece of the uniform or a coverall will be replaced by the Commission as needed provided the uniform, or part thereof, or the coverall is in need of replacement by virtue of deterioration from on-the-job wear or damage. Uniforms or coveralls worn or damaged off-the-job will be replaced by the employee.
- D. Laundry service will be provided by the Commission for coveralls only.
- E. The Commission shall pay, to a maximum of one hundred thirty dollars (\$130) per year, for safety shoes and lineworker boots for all full time employees in the following job classifications: Line Worker; Apprentice Line Worker; Assistant Utilities Service Supervisor; Assistant Line Supervisor; Automotive Mechanic; Working Supervisor; Maintenance Person; Sewer Plant Operator; Utilities Service Worker; Meter Reader; Utilities Draftperson; Laborer (Permanent). New employees are eligible for this benefit upon date of hire.
- F. Approved shoes must be purchased from those stores which appear on the list of acceptable stores; such list shall be mutually arrived at its inception and then updated annually on or about the anniversary date of the contract. Those eligible individuals will purchase their shoes from any of the stores on said list; said stores will voucher the Commission directly for the cost of the shoes involved. This benefit shall be available to current employees as of June 1 for each of the contract years. New employees are eligible for this benefit upon date of hire.
- G. The safety rules established by the Commission, the Federal Government, the State of New York and the Municipality must be strictly adhered to by both the Commission and the employees. Failure of any employee to comply with these safety rules will result in the taking of disciplinary action, including suspension and/or removal of said employee.
- H. An employee knowing of the existence of a safety hazard including the lack of safety equipment shall make it known to his immediate supervisor in writing.

- I. First-aid kits shall be maintained in all trucks and all buildings where Commission business is regularly carried on.
- J. At no time shall an employee be required to perform any hazardous task outside his classification with which he is not familiar.
- K. At all times except in those cases when an employee normally works alone in their operating duties, there must be two (2) qualified men working together as follows:
  - 1. under inclement conditions;
  - 2. emergency conditions;
  - 3. consumer account and collections.
- L. Employees in the Operating Departments shall not be required to work outdoors in inclement weather, except in cases of emergency. The department supervisor in charge shall be the judge at the job site as to what constitutes inclement weather.
- M. The Commission will furnish all protective equipment considered necessary by the Commission including, but not limited to, rubber blankets, rubber gloves, coats, hats, rubber line hoses, boots, gloves, special clothing, safety goggles and safety shields.
- N. The Director of Municipal Utilities or his designee and CSEA President are recognized as permanent co-chairmen of the Labor/Management Committee consisting of four members of the Supervisory Staff appointed by the Director of Municipal Utilities or his designee and four members of the CSEA Unit appointed by the CSEA President. It shall be the function of this committee to compile recognized hazards to health, safety, productivity of employment and to recommend, for Commission approval, such remedial measures as the committee may from time to time consider appropriate.
- O. Anyone whose job description requires them to have a CDL, the Commission will pay the difference between a regular license and the CDL, provided that the employee uses the CDL for Commission business only. Should the employee opt to use the CDL for purposes other than Commission business, the Commission will not reimburse the employee the difference in cost for the CDL. Should the employee opt to use the CDL for purposes other than Commission business during the term of the license, said employee will remit the pro-rated cost of the CDL back to the Commission.

### XXIII. EDUCATIONAL EXPENSES

Employees who have completed a minimum of one year's continuous employment and are engaged in a full time position with the Commission shall be reimbursed fifty (50%) percent of tuition and/or course costs, excluding travel and lodging expenses, upon the satisfactory completion of formal course studies associated with their employment or as a prerequisite to earning a degree, diploma or certificate associated with their employment. Upon receipt of degree, diploma or certificate from a regionally accredited or NYS registered college or university of the State of New York, or such other program as may be proposed by the employee and approved by the Commission, employees will be reimbursed an amount equal to the remaining fifty (50%) percent.

### XXIV. MANAGEMENT RIGHTS

- A. The Commission retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment and facilities which may be used in the operation of its business or in the supply of services; to determine whether and to what extent the work required in operating its business and supplying its services

shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

- B. The CSEA Unit recognizes that the Commission has in the past contracted and sub-contracted certain work, and it agrees to not interfere with or make complaint of such practices. Management shall have the right to sub-contract so long as the CSEA Unit's existing complement of men will not thereby be reduced.
- C. The aforementioned rights of the Commission are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Commission

## XXV. DISPUTES

Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist thereunder shall be processed in accordance with the following procedure: The employee shall present the basis for his dispute to his CSEA Unit representative who shall advise him of his rights and assist him and his department supervisor in reaching an amicable solution under the terms and conditions of this agreement.

## XXVI. GRIEVANCES

In order to establish a more harmonious and cooperative relationship between the Commission and the employees, every employee shall have the right to present his unresolved dispute as a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure.

- A. **FIRST STAGE** The employee and/or his representative shall present his grievance to his department supervisor on an oral and informal basis. Such presentation shall be made no later than the third work day following the day the employee becomes aware of such grievance. The department supervisor shall, within five (5) days, to such extent as he may deem appropriate, consult with his superiors. If the grievance is satisfactorily resolved by the department supervisor, he shall, by written memorandum, promptly notify the Director of Municipal Utilities, of such settlement, and no further action on the part of the employee will be taken. If such grievance is not satisfactorily resolved at Stage 1, the employee may proceed to Stage 2.
- B. **SECOND STAGE** The second procedural stage shall consist of a request by the aggrieved employee and/or his representative for a review and determination of this grievance by the Director of Municipal Utilities or his designee. In such case the aggrieved employee and his department supervisor shall, independently, submit to the Director of Municipal Utilities or his designee, a written statement setting forth the specific nature of the grievance and the remedial action desired; and these shall be presented, by mail or delivery, within three (3) work days of employee notification of the conclusion of Stage 1. Thereupon the Director of Municipal Utilities or his designee shall, at the request of the employee, hold an informal hearing at which the employee, and in accordance with the provisions of the grievance procedure, his representative may appear and present oral and written statements or arguments. The final determination of the second stage of such grievance proceeding shall be made by the Director of Municipal Utilities or his designee, in writing, within two (2) work days of conclusion of these hearings. A copy of such decisions shall be mailed to the employee, and his representative, if any, and such mailing shall constitute the end of Stage 2.

### C. THIRD STAGE - ARBITRATION

In the event that the employee elects to take the grievance to arbitration the following shall apply:

1. Within five (5) work days of the mailing of the decision of the Municipal Utility Commission, the employee shall give written notice to the Chairman of the Commission of the employee's request for arbitration of his grievance. Promptly thereafter the Chairman of the Commission shall make

arrangements with the representative of the Steuben County Local of the Civil Service Employees Association, Inc. for the selection of an arbitrator, as mutually agreed upon by the Chairman and the Representative. If the Chairman of the Commission and the Representative shall fail to agree upon an arbitrator, then either may petition PERB for the selection of an arbitrator according to the rules and procedures of PERB.

2. The arbitrator shall meet with the employee, his representative, if any, and a representative of the Commission at such times and places as mutually agreed to be necessary for the arbitrator to properly hear and determine the grievance. Within ten (10) days of the conclusion of the hearings, the arbitrator shall make a written findings of fact, and determination, including reasons for the determination. A copy thereof shall be mailed to the employee, a copy to his representative, and a copy to the Chairman of the Commission. Such determination shall be binding on both parties. The fees and expenses of the arbitration, including taking and transcribing of the record or testimony and decision, and the costs of the hearing room if any, all shall be shared equally by the Commission and the CSEA. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor the expenses of witnesses or participants called by the other.

## XXVII. DISCIPLINARY PROCEDURE

- A. **APPLICABILITY** The following disciplinary procedure will be applicable to all employees in the bargaining unit and is meant to replace Section 75 and 76 of the Civil Service Law and will be used in lieu thereof.
- B. **CAUSE** An employee shall not be subjected to any disciplinary action except for incompetency or misconduct.
- C. **CONTENTS OF NOTICE OF DISCIPLINE** The notice of discipline shall contain a detailed description of the specific acts and conduct for which discipline is being sought including references to dates, times and places. The notice will also contain any proposed penalty.
- D. **SERVICE OF NOTICE OF DISCIPLINE** Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested. A copy of the notice of discipline will be served simultaneously to the Unit president. Upon receipt of notice of discipline, an employee shall have five (5) work days to file a disciplinary grievance. Such grievance shall be filed with the Director of Municipal Utilities and shall be considered a demand for arbitration under Article XXVII of this Agreement.
- E. **SUSPENSION** An employee may be suspended prior to the resolution of the notice of discipline only if the Commission determines that there is probable cause to believe that the employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with operations. The disciplinary arbitrator shall have the authority to determine whether there was probable cause for such a suspension. In no event, however, may an employee be removed from the payroll in excess of thirty (30) days pending the resolution of a disciplinary grievance. Such thirty (30) day limit of suspension shall not include those days which occur during a postponement and/or adjournment of proceedings as a result of a Union and/or grievant's request for same.

## XXVIII. LEGISLATIVE ACTION-SECTION 20-a TAYLOR LAW

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

XIX. SAVINGS CLAUSE

Should any provision of this agreement be declared unlawful by any court of competent jurisdiction, the parties hereto shall honor the remainder of the agreement and shall meet for the purpose of renegotiating that portion declared unlawful.

XXX. AGREEMENT

The foregoing constitutes the entire agreement between the parties hereto, and no verbal statement or other agreement, except an amendment in writing annexed hereto and designated as an amendment to this agreement shall supersede or vary the provision herein. Exceptions to the established work rules may be made by approval between the Director of Municipal Utilities or the department supervisor in charge and the CSEA Unit representative, but such exceptions shall not become established policies under this contract. All resolutions, ordinances, rules or regulations of the Commission pertaining to employees shall remain in full force and effect unless altered by the terms of this agreement or later amendments to this agreement.

XXXI. TERM

The term of this agreement shall be for a period effective as of June 1, 2004, and expiring May 31, 2008.

XXXII. NEGOTIATION PERIOD

It is mutually acknowledged that the budget submission date for the Commission is, annually, March 1. Collective bargaining and negotiations, if any, of the parties to this agreement shall be started between the parties during January. Attempts shall be made to agree, in writing, before March 1, annually, on agreement amendments to become effective on the next succeeding June 1.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers to take effect the day and year first above written.

\_\_\_\_\_, President  
The Bath Electric, Gas & Water  
Systems Unit of the Steuben County  
Local of the Civil Service  
Employees Association, Inc.

\_\_\_\_\_  
Barbara Scudder, Chair  
Municipal Utility Commission  
Village of Bath, New York

\_\_\_\_\_  
Kelly Graf, Labor Relations Specialist  
Civil Service Employees Association

STATE OF NEW YORK  
COUNTY OF STEUBEN

On the \_\_th day of July, 2005, before me personally came BARBARA SCUDDER, to me known, who, being by me duly sworn, did depose and say that she resides at \_\_\_\_\_, BATH, NEW YORK; that she is the CHAIR of the MUNICIPAL UTILITY COMMISSION, described in and which executed the foregoing instrument, and that she executed the same as the act and deed of and in behalf of the said MUNICIPAL UTILITY COMMISSION.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF STEUBEN

On the \_\_th day of July, 2005, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he resides at \_\_\_\_\_, BATH, NEW YORK; that he is the PRESIDENT of the BATH ELECTRIC, GAS & WATER SYSTEMS UNIT OF THE STEUBEN COUNTY LOCAL OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, described in and which executed the foregoing instrument, and that he executed the same as the act and deed of and in behalf of the said BATH ELECTRIC, GAS & WATER SYSTEMS UNIT OF THE STEUBEN COUNTY LOCAL OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION.

\_\_\_\_\_  
NOTARY PUBLIC

**[INSERT SCHEDULE A HERE]**



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