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AGREEMENT

Between the VILLAGE OF HORSEHEADS and the

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME, AFL-CIO for the
VILLAGE OF HORSEHEADS UNIT #6359, CSEA

June 1, 2007 - May 31, 2010

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NYS PUBLIC EMPLOYMENT RELATIONS BOARD
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AGREEMENT

This Agreement, made in Horseheads, New York on the _____ day of ______, 2008 by and between the VILLAGE OF HORSEHEADS, New York, hereinafter referred to as “Employer” or “Village”, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, hereinafter referred to as “CSEA”, “Union” or “Association”, for and on behalf of the Village of Horseheads Unit #6359 of the Chemung County Local #808 of CSEA.

ARTICLE 1- RECOGNITION

Section 1.1: Pursuant to Section 204 of Article 14 of the New York State Civil Service Law (also known as the Public Employees’ Fair Employment Act) the Village hereby recognizes the CSEA as the sole and exclusive representative for the employees of the unit as defined herein for the purpose of collective negotiations with respect to salary, wages, hours, all other working conditions and with respect to the administration of grievances arising under this Agreement.

It is the purpose and intent of this Agreement to promote harmonious and cooperative relationships between Village government and its employees, for the mutual benefit of both and for the benefit of the public.

The Employer and the Union agree that CSEA shall have unchallenged representation status for the maximum period permitted by law on the date of the execution of this Agreement for the employees of the Department of Public Works and, including Cemetery, of the Village of Horseheads, except for those employees provided for in Article 2, below.

ARTICLE 2 - THE COLLECTIVE BARGAINING UNIT

Section 2.1: The appropriate collective bargaining unit covered by this Agreement shall be all employees employed by the Village with the exception of the following:
a. Secretaries (confidential or otherwise) to the Village Manager or Village Board of Trustees.

b. All part-time, seasonal and temporary employees; (Re: Article 21) and

c. All heads of various department in the Village (whether provisional, probationary or neither).

d. All forepersons.

e. All Clerks, Treasurer, Deputy Treasurer and Deputy Clerks of the Village and/or Board of Trustees.

f. All personnel of the Police Department.

g. All employees covered by the single rate classes now or hereafter established in the compensation plan.

Section 2.2: In the event that new titles are created by the Employer during the term of this Agreement, the Union shall be informed in writing within five (5) days after the establishment of such new titles. In the event the Union and the Village cannot agree as to whether the new titles are to be included or excluded from the bargaining unit, the parties will submit the question to the Public Employment Relations Board in accordance with its procedures.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS

Section 3.1: During the term of this Agreement, or for so long as CSEA has representation status for the collective bargaining unit, the Employer will not negotiate with or meet with any other employee organization in reference to terms and conditions of employment of employees covered by this Agreement.

Section 3.2:

1) The Employer shall deduct from the wages of employees and remit to the Union, 143 Washington Avenue, Albany, NY 12210, or to its designated agent, regular membership
dues for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees in the Unit.

2) CSEA having been recognized or certified as the exclusive representative for all employees included in the collective bargaining unit, as set forth in ARTICLE 2 of this Agreement, shall be entitled to have monies deducted from the wages or salaries of employees of the aforementioned bargaining unit who are not members of CSEA in an amount equivalent to the annual dues levied by CSEA for employees who are members. The fiscal or disbursing officer shall deduct and transmit the amount of monies for employees who are not members of CSEA in the same form and manner that he is now transmitting the dues paid by employees who are members. The fees shall be accompanied by a list indicating the names, and home addresses of those employees who are not members of CSEA.

3) If the Amount of the CSEA dues is changed during the term of this Agreement, the CSEA shall so notify the Employer, and the Employer agrees, upon such written notification, to make deductions of the new amount, as described in subparagraphs (1) and (2) hereinabove. The Employer shall begin the deduction of the new amount described herein with the second payroll period following receipt by the Employer of the CSEA’s notice.

4) The CSEA shall indemnify the Employer and hold the Employer harmless, against any and all liability, causes of action, claims, loss, expenses or damages, including reasonable attorney’s fees, which may arise by virtue of actions which the CSEA has requested the Employer to take, or not to take in connection with the payroll deduction of CSEA dues.
Section 3.3: The Employer recognizes the right of the employees to designate representatives of CSEA to appear on their behalf to discuss salaries, working conditions of this Agreement and other terms and conditions of employment and to visit employees during scheduled or regular working hours subject to reasonable limitations as set forth in this Article, and upon whenever possible, at least forty-eight (48) hours prior notification to the Village Manager.

1) The Employer shall perform its obligations under this Agreement in a fair and impartial manner and shall not discriminate against any employee for reason of sex, race, color, creed, national origin or religion.

2) The CSEA shall have the right to post notices, notices of competitive Civil Service Examination and other communications with regard to association business, on bulletin boards maintained on the premises of the Employer.

3) The Unit President shall be allowed a reasonable amount of time upon request, and receipt of approval from his supervisor, to perform the duties in regards to CSEA business. This time will be limited to official CSEA matters and shall be transacted in the President’s normal working day and hours. The President shall notify his respective Department Head at least 24-hours before conducting CSEA business during work hours to insure continuation of work during his absence.

4) CSEA shall be provided the names and addresses of all employees working or receiving benefits under the defined bargaining unit upon request, not to exceed three (3) times per year.

5) The designated representative of CSEA and the Unit Officers of CSEA agree that the activities conducted under this Article shall not unreasonably disrupt or interfere with the business of the Employer as determined by Employer.
ARTICLE 4 - MANAGEMENT RIGHTS

The employer and the CSEA hereby recognize and mutually agree that the management of the Village, the control of its properties, the maintenance of order and the efficiency, the direction of its employees, including the making and enforcing of reasonable work rules to assure orderly and efficient operations are solely the responsibility and right of the Employer. Accordingly, except as specifically abridged, delegated, granted or modified by this Agreement or any subsequent agreements that may hereafter be made, all the rights, powers or authority of the Village granted to it by virtue of State Law or Village Charter, Ordinances and Laws are retained by the Village and remain exclusively within the rights of the Village. In the event that any law shall be in conflict with any provision of this contract, such law or laws shall supersede the effective provisions of this Agreement.

Nothing herein contained shall be construed as a waiver on the part of the employee through its representative to settle any matters of dispute on these subject in accordance with the terms of the Grievance Procedure herein contained.

ARTICLE 5 - NO STRIKE/LOCKOUT PROVISION

Section 5.1: The CSEA agrees that, in accordance with applicable law, neither the CSEA, nor any member of the Bargaining Unit, shall induce or engage in any strikes or other concerted stoppage of work or slowdown.

Section 5.2: Pursuant to Section 207 (3) of the New York State Civil Service Law, the CSEA hereby affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or to impose an obligation to conduct, assist or participate in such a strike, work slowdown, work stoppage, or sick-out or the like.
Section 5.3: The Employer agrees that it shall not lockout its employees during the life of this Agreement.

ARTICLE 6 - AGENDA

The Employer will provide copies of Board Agendas to the President of the Village of Horseheads Unit of the CSEA prior to Board Meetings in the same manner of distribution as to Department Heads.

ARTICLE 7 - SAVINGS CLAUSE, REPLACEMENT, IMPLEMENTATION, BENEFITS

Section 7.1: Savings Clause. If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any additions thereto shall not be affected.

Section 7.2: Replacement. In the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate a satisfactory replacement concerning the modification or revision of such clause or clauses.

Section 7.3: Implementation. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 7.4: Benefits: All employees of the Village subject to this Agreement shall be entitled to the
Article 8 - Grievance Procedure

Section 8.1: Definition. A grievance or dispute, as used in this Article is defined as an alleged violation or misapplication of this contract.

Section 8.2: Procedure. All disputes both verbal and written shall be presented in the manner provided below, to insure a fair and amicable process for resolving contract disputes. The procedure covering disputes in connection with this contract is to be as follows:

Step 1: The employee shall present the basis for his dispute to his Department Head in a written and signed form, within fifteen (15) working days of the event or knowledge of the event which gives rise to the grievance. “Class Action” and/or Union grievances shall be initiated within the same time period, but will begin as provided in Step 2 below.

Step 2: If the dispute is not resolved within fifteen (15) working days from said presentation, the grievant shall submit the basis of the dispute in writing to the Village Manager.

Step 3: If the Union is not satisfied with the answer issued by the Village Manager, the Union shall so inform the Village Manager in writing within fifteen (15) working days of the receipt of the written answer, and shall file a Notice of Intent to Arbitrate with the Village.

Benefits of this contract effective the first day of the term of this Agreement.
Section 8.3: Arbitration.

1) As the final step of the grievance process, the unresolved grievance may be submitted to arbitration by the filing of a Notice of Intent to Arbitrate with the Village, and with the Public Employee’s Relations Board (PERB), within fifteen (15) work days of receipt of the decision of the Village Manager.

2) The parties agree that the selection of the Arbitrator shall be completed in accordance with the Rules and Procedures as defined by PERB and NYS Civil Service Law and the Regulations of the Department of Civil Service.

3) The arbitrator’s decision shall be in writing and shall set forth his findings, reasonings and conclusions on the issue submitted, with copies to the parties. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. This grievance procedure does not apply and is not intended as a substitute or an alternative for any action permitted or required of the Village under the Civil Service Law. The arbitrator shall have no power to alter, add to or detract from the provisions of this Agreement.

2) The decision of the arbitrator shall be final and binding on all parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument.

3) All fees or administrative charges for the arbitrator shall be shared equally by both parties. Witness fees and other expenses shall be borne by the parties respectively.

Section 8.4: General Considerations.
1) All grievance discussions, meetings, conferences and hearings shall be conducted by mutual agreement of both parties.

2) A failure by the grievant (or Union) to appeal a grievance to the next step within the time limits provided herein shall constitute abandonment of the grievance and settlement on the basis of the last Employer’s answer.

3) The time limits at any step may be extended by written mutual agreement.

4) All matters of discipline or discharge may be submitted directly to Step 2 within eight (8) working days after such discipline or discharge.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

Section 9.1: It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any employee, regardless of seniority, for reasonable cause. Grounds for discipline shall include, but not be limited to drunkenness or drinking or carrying intoxicating beverages on the job, fighting on the job, theft, abuse of Village property, insubordination or the possession or use of illegal drugs while on the job.

Section 9.2: In the event that an employee feels he has been unjustly disciplined, said employee of the Union, with the permission of the employee, shall have the right to file a grievance, which must be in writing, with the employer within eight (8) working days from the service of the Notice of Discipline. The Notice of Discipline shall be prepared and served in the manner provided by Section 75 of the Civil Service Law and shall contain a notice to the disciplined employee that he has eight (8) working days in which to grieve such Notice of Discipline. If no grievance is filed within the time period specified, then such discipline shall be instituted and the right to grieve same shall be waived.
Section 9.3: In the case of disciplinary action, no penalty shall be imposed until the appeals procedure is exhausted. In no event shall an employee be suspended without pay in excess of thirty (30) calendar days pending the resolution of a disciplinary grievance.

ARTICLE 10 - HOLIDAYS

Section 10.1: All employees covered by the terms of this Agreement shall be entitled to twelve and one-half (12 ¼) paid holidays as follows:

- New Year’s Day
- Good Friday
- Martin Luther King Day
- Memorial Day
- Presidents Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving Day
- One-half day off the workday before Christmas if Christmas falls on a Tuesday through Saturday
- Christmas Day

Section 10.2: If any of the above holidays falls on a Saturday or Sunday, it shall be observed, if Saturday the preceding Friday, and if Sunday the following Monday.

Section 10.3: In order to qualify for holiday pay for any of the above holidays, the employee must work his last scheduled day before and his first scheduled day after the holidays unless his absence is occasioned by vacation, illness or other causes approved by the Village Manager.

ARTICLE 11 - VACATIONS

Section 11.1: All full-time employees covered under this Agreement shall be entitled to vacation leave with pay according to the following schedules:

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<th>Paid Vacation</th>
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<td>Less than 1 year</td>
<td>5/6 day per month</td>
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Section 11.2: Vacation days will be given to an employee on January 1st of the year from which the vacation time is to be taken. The vacation period shall run from the 1st day of January to the 31st day of December.

Section 11.3: All vacation time must be prearranged with the Department Head. Vacation requests exceeding five-days should be made in writing. An employee requesting vacation time in excess of five-days will be notified within five (5) working days, in writing by the Department Head, whether the time is approved or disapproved. Failure to notify the employee within the five (5) day period that said vacation time is denied, shall be deemed to be an approval of such vacation request. The Employer’s approval of vacation requests shall not be unreasonably withheld. Requests for vacation in excess of two (2) days require a minimum of five (5) working days notice to the Employer. Vacation may be utilized in hourly increments. The above does not prohibit requests for vacation for two (2) or less days on less than five (5) working days notice to the Department Head.

Section 11.4: For vacation scheduling seniority shall prevail if two or more employees request the same vacation time. Pre-approved vacations, however, will not be rescheduled for seniority purposes.

Section 11.5: When a holiday falls within a vacation period, the employee will not be charged for a vacation day.

Section 11.6: If an employee is unable to take his vacation before the end of the year, due to actions of the Employer, he shall receive pay for such vacation or shall be allowed to add the unused vacation to his vacation accruals in the next succeeding year, at his option.

1 year through 5 years 13 working days
6 years through 11 years 18 working days
12 years + 23 working days
Section 11.7: Employees will be permitted to carry over up to three (3) days of unused vacation time into the next succeeding year. The carry over days may be used at any time during the succeeding year but may not be cashed out at the end of the year in which the vacation days were earned, unless the provisions of Section 11.6 apply.

Section 11.8: Upon death, retirement or other type of separation from service, the Employer shall pay to the employee, or his beneficiary or estate as the case may be, all unused vacation at the employee’s then current rate of pay (See also Article 26).

ARTICLE 12 - BEREAVEMENT LEAVE

Section 12.1: Five (5) days of absence will be granted at an employee’s regular rate of pay, in the event of death of the employee’s spouse, child, parent or parent-in-law. Such definition of “parent” and/or “child” shall include “step” and “foster”.

Section 12.2: Three (3) days of absence will be granted at an employee’s regular rate of pay, in the event of death of the employee’s sibling, brother-in-law, sister-in-law, grandparents, grandparents-in-law or grandchildren.

Section 12.3: One (1) day of absence will be granted at the employee’s regular rate of pay in the event of death of the employee’s aunt, uncle, niece or nephew.

Section 12.4: Bereavement leave shall not be deducted from any other leave.

ARTICLE 13 - SICK LEAVE

Section 13.1: Sick leave credit is earned by permanent and provisions employees after the
completion of six (6) months of continuous service. Sick leave credit is earned at the rate of one (1) day for each month of service. No credit for sick leave under this section shall have been deemed earned unless the employee shall have been on full pay status for at least fifty (50%) percent of the working days of the calendar month.

Section 13.2: Unused sick leave credit shall accumulate to, but not exceed, one hundred fifty (150) days. Sick leave credit may be used in units of two (2) hours or more by the employee when incapacitated or unable to perform the duties of his position by reason of the employee’s sickness or injury or for sickness or injury in his immediate family. Immediate family for the purposes of this Article is defined as spouse, child and/or parent. An employee who has accumulated the one hundred fifty (150) days maximum sick leave will be entitled to receive one-half (1/2) of any further accumulation as added vacation. Sick leave days are to be computed on the basis of actual personnel attendance records kept in the Clerk-Treasurer’s Office.

Section 13.3: The Employer may require a doctor’s certificate from any employee who is absent in excess of three (3) consecutive work days. Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Village Manager a physician’s statement attesting to the employee’s recovery and physical fitness to perform the duties of his assignment.

Section 13.4: All employees, upon retirement, or at the time of death of an employee, the employee’s beneficiary, will receive all of the sick time he has accumulated up to the time of retirement or death not to exceed 120 days total, in cash. Employees hired on or after June 1, 1990 may apply the cash value of 150 accumulated sick days to their retiree share of any applicable health benefits coverage premium. In no event shall more than 120 days of accumulated sick time be permitted to be cashed-out. The cash amount is to be based upon the employee’s rate of pay at the time of retirement or death. Employees hired subsequent to June 1, 1995, shall receive seventy-five (75) percent of accumulated sick leave upon retirement or at the time of death, the employee’s beneficiary shall receive seventy-five (75) percent of accumulated sick leave. (See also Article 26.)
ARTICLE 14 - PERSONAL LEAVE

Section 14.1: Each bargaining unit employee will receive three (3) paid personal leave days per year at the employee’s then regular compensation rate.

Section 14.2: New employees shall receive personal leave in accordance with the following schedule:

First year of employment - 1 personal day
Second year of employment - 2 personal days
Third year of employment - 3 personal days

Section 14.3: No reason need be given for the use of personal leave days. Such personal leave may be utilized in four (4) hour increments. Except in the case of emergency, twenty-four (24) hours notice will be given prior to the use of personal leave.

Section 14.4: Any personal leave not taken during a calendar year shall be added, at the employee’s option, to either the employee’s sick leave or vacation leave at year’s end.

ARTICLE 15 - JURY DUTY

The Employer shall reimburse the employee the difference between the employee’s normal wage and the amount received for jury duty. Any monies the employee may receive for mileage or meals while performing jury duty shall not be construed as jury duty payment.

ARTICLE 16 - MILITARY LEAVE AND TRAINING
Military leave and training shall be provided as covered by all applicable laws for all employees covered by this Agreement.

ARTICLE 17 - FAMILY AND MEDICAL LEAVE ACT

The Employer may require that any employee requesting leave under the Family and Medical Leave Act of 1993 utilize accrued paid time off before any non-paid time off shall be utilized. If the leave time requested is for personal or family sickness (Medical Leave as used in the Act), then only sick leave may be requested to be used. If the leave is for reasons other than sickness (Family Leave as used in the Act), then only leave other than sick leave may be utilized prior to the onset of the unpaid leave.

ARTICLE 18 - SENIORITY

Section 18.1. Seniority shall be defined as the length of an employee’s continuous service with the Employer, measured from the date of last hire.

A. As used in the above paragraph, continuous service includes only those periods when an employee is on the Employer’s active payroll and those periods when an employee is:

1. on leave of absence;
2. on layoff for a period of less than one (1) year;
3. absent from and unable to perform the duties of his position by reason of disability resulting from occupational injury or disease, and
4. Such other periods of service, if any, as required by Law to be treated as part of the employee’s continuous service.
Section 18.2. Subject to the applicable provisions of Civil Service Law, if any, an employee loses his seniority only when one (1) or more of the following occurs:

A. he resigns (unless he is reinstated within one (1) year);
B. he is discharged for cause;
C. he retires, or
D. he refuses a recall within ten (10) working days after receipt of a notice of recall by Certified Mail/Return Receipt Requested.

Section 18.3. If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by lot.

Section 18.4. Any dispute over seniority rights will be resolved in accordance with the grievance procedure contained herein.

ARTICLE 19 - LAYOFF AND RECALL

Section 19.1. Seniority as it pertains to layoffs shall be defined as the employee’s length of continuous service in the job title.

Section 19.2. If a layoff occurs, the order of least seniority shall be followed in the affected job title. No permanent employee may be laid off until all temporary, seasonal, probationary, provisional and/or part-time employees are laid off.

Section 19.3. A laid off employee may exercise his seniority to displace (“bump”) less senior employees in other job titles previously held, in other job titles considered next lower in title in a line of promoting, of in other lateral or lower titles for which he meets the qualifications.
Section 19.4. Recall of laid off employees shall be in inverse order of layoff by job title.

Section 19.5. A permanent employee laid off shall not forfeit any longevity, vacation, sick leave or retirement benefits accrued prior to the period of layoff. Nor shall such employee accrue such benefits during the period of the layoff.

ARTICLE 20 - PROBATIONARY EMPLOYEES

New employees shall serve a probationary period of between eight (8) weeks to fifty-two (52) weeks. Upon completion of said period, such employee shall enjoy seniority status from the date of last hiring. During the probationary period the employee will be subject to demotion, suspension and other discipline or discharge at the Employer’s sole discretion. The provisions of the Disciplinary procedure contained in this Agreement shall not apply to probationary employees, but this Agreement will otherwise be applicable to probationary employees.

ARTICLE 21 - EMPLOYEE DEFINITION

Full-Time Employee - All employees are to be considered full-time employees unless they come under one of the following definitions. If any of the following definitions are in conflict with the Chemung County Civil Service Rules and Regulations, then such Rules and Regulations shall prevail.

Part-Time Employee - Part-time employment means any employment within any department in the Village of Horseheads in which the employee works (50%) percent or less of the normal full-time employee work week for a similar position. The normal full-time work week is 40 hours.

Temporary Employee - A temporary employee is an employee hired for a period not to exceed one
(1) month when the need for such employment is important and urgent.

Seasonal Employee - A seasonal employee is a person hired to fill in a position where the nature of the service is such that it is not continuous throughout the year, but recurs in each successive year. A seasonal employee shall be limited to one hundred fifty (150) consecutive calendar days employment.

Part-time, temporary, and seasonal employees are excluded from all provisions of this Agreement.

ARTICLE 22 - JOB VACANCIES, POSTINGS AND PROMOTIONS

Section 22.1. If a vacancy occurs within the bargaining unit and the Employer contemplates filling said vacancy, it shall be posted on all CSEA bulletin boards and shall contain the following: job title, rate of pay, location of position, hours of work, qualifications, and closing date of the posting. The position shall be filled by the most senior, qualified employee applying for said position.

Section 22.2. In the case of promotion, Section 1 of this Article shall be utilized. Promoted employees shall serve a probationary period of not less than ten (10) nor more than sixty (60) days in the new position. Promoted employees, upon the completion of the probationary period, shall be placed on the salary schedule step for the new position that will be not less than the rate on the next succeeding step on the schedule from which they were promoted, provided however, that a promoted employee who has reached step ten (10) or higher in their current grade shall advance to that same step in the grade to which they have been promoted.

Section 22.3. The Village encourages the continued professional development of its employees. Employees seeking to obtain the qualifications required for the next higher position title may request,
through the Director of Public Works, reimbursement for the following:

A. Initial application and testing fees for Class-B (CDL) license.
B. CDL License renewal fees
C. Costs of books, training materials, application and testing fees for water system licenses.

ARTICLE 23 - PERSONNEL FILES

Section 23.1. No material related to an employee’s conduct, performance, character or personality which is derogatory in nature shall be placed in an employee’s personnel file without notification to the employee. The employee shall be given the opportunity to read such material and shall acknowledge that he has read same by affixing his signature on the material to be filed, with the understanding that such signature merely acknowledged that the employee has read such materials and does not indicate agreement with its contents.

Section 23.2. An employee shall have the opportunity to review his personnel file in the presence of an appropriate Employer’s official. The employee may make such a request to the Village Manager’s Assistant and may normally view their file the same day the request is made. Requests for copies of documents contained in an employee’s personnel file must be made in writing to the Village Manager. The Village Manager will provide copies of any specific document(s) contained in an employee’s personnel file as soon as possible, normally the same workday the request is made. Employee’s requesting copies of their complete personnel file must make such a request in writing to the Village Manager. The Village Manager will coordinate a time to provide copies of the file to the employee, normally within three working days of receipt of the request. An employee will have the right to place in such file a response of reasonable length to anything contained therein which the employee deems to be adverse.
Section 23.3. The Employer agrees that there shall be no more than one (1) personnel file on any employee covered by this Agreement.

ARTICLE 24 - OVERTIME AND CALLOUT

Section 24.1. All employees shall receive overtime at the rate provided hereafter for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. An employee, at the employee's option, may elect either pay at the overtime rate or compensatory time at the overtime rate. If the employee elects to receive compensatory time he may accrue such time to a maximum of fifty-three (53) hours. Compensatory time may be used in 15 minute increments with the approval of the employee's Department Head whose approval shall not be unreasonably withheld. In the event of separation from service for any reason all unused compensatory time will be paid to the employee or to the employee's estate, at his then current hourly rate.

1. An employee shall have the right to work his complete shift. The shift shall not be curtailed nor changed by the Employer to avoid paying overtime compensation to an Employee.

2. All paid time shall be considered as time worked for the computation of overtime.

3. Employees covered under this Agreement shall receive overtime pay at the following rates:

   (1) **Scheduled Overtime:** Employees shall be compensated at one and one-half (1 ½) times the hourly rate regardless of the day or time worked. Two-hour minimum.
(2) **Pump time:** Employees of the DPW shall be compensated for weekend pump duty at the rate of two (2) hours at the overtime rate of one and one-half (1 ½) times the hourly rate. Such employees shall receive three (3) hours pay at the overtime rate of one and one-half (1 ½) times the hourly rate when required to maintain pumps on a paid holiday or on a day designated as a holiday in accordance with Section 10.1 of this Agreement.

(3) **Unscheduled Overtime:** Unscheduled overtime, also referred to as emergency overtime, shall be compensated at the following rates:

A. Monday through Saturday: One and one-half (1 ½) the hourly rate at a four-hour minimum.

B. Sundays and Holidays: Two times the hourly rate at a four-hour minimum. For the purposes of determining the applicability of the Sunday and Holiday rate, Sunday shall be defined to mean any time after 3:30 p.m. on Saturday afternoon until 7 a.m. on Monday morning. Holidays are those days designated in Article 10.1 and the holiday rate shall be effective during the hours of 7 a.m. and 3:30 p.m. of the holiday.

C. Rate applicability: For the purposes of determining the overtime rate of pay, the actual starting time of the unscheduled work shall establish the overtime rate for the entire period of the overtime worked. When performance of overtime begins prior to a Sunday or Holiday and continues into a Sunday or Holiday, employees will be compensated for the entire overtime period at the rate of pay applicable at the start of the overtime, one and one-half the hourly rate.

4. Overtime shall be offered first to qualified bargaining unit members in rotating
seniority order. Unsuccessful attempts to contact an employee or an employee’s
decline of the offered overtime shall be treated the same as an acceptance of
overtime offered permitting the Employer to go to the next qualified employee on
the rotation. There shall be no mandatory overtime except in the case of an
emergency as declared by the Village Manager or Director of Public Works, as
provided in Section 24.2. In no event shall an employee be required to work more
than twelve (12) hours in any twenty-four (24) hour period.

Section 24.2. In the event that an incident occurs outside of the normal working hours of the
corporating unit members and requires both the expertise of a member relating to the operation or
maintenance of mechanical or electrical equipment and immediate attention, in the good faith
judgment of the Department Head or Supervisor, the Department Head or Supervisor shall call out
one or more qualified members to respond to the incident.

Section 24.2.1. Such callout shall follow the following “Policy for Emergency Callout”:

Policy for Emergency Call-Out

The following is the procedure for emergency call-out which is a call in after regular
working hours that has not been previously scheduled.

- All emergency call outs will be made by a supervisor using the
  seniority rotation schedule which is prepared and maintained by
  the Department Head and posted in the break room of the Village
  Garage.

- The supervisor will call the phone number listed on the schedule
  for each qualified employee. If there is no answer or a busy
  signal is encountered, the supervisor will move on to the next
  employee listed on the call-out schedule.

- If the employee is reached by the supervisor the employee may
  refuse the call-out (except in the case of a state of emergency,
during which the call-out becomes mandatory).

- An employee may exempt himself from a call out by indicating on the rotation schedule that he wishes to be passed over. The exemption must be made before noon on the day in question. If an exemption is indicated, the supervisor will move to the next employee on the schedule. In no case, except for a change in seniority, will the order of the names be altered as to their position on the call-out schedule.

- Qualified employees who are supervisors will be listed on the schedule and be called-out using seniority rotation.

- If a name on the call-out schedule is passed over that individual will remain in the rotation as listed, and the revolving nature of the schedule maintained.

Any employee who is called out to work outside his normal shift will receive a minimum of four (4) hours callout pay at the rate of one and one-half (1 1/2) times his normal rate. If the employee is required to work more than four (4) hours, he shall continue to receive pay at the rate of one and one-half (1 1/2) times his regular hourly rate. Each occurrence of a callout shall be treated as a separate occasion.

Section 24.3 Employees who actually work more than four-hours of overtime shall be entitled to reimbursement for meals at the rate of $5.00 for breakfast and lunch and $7.50 for the dinner meal. Requests for reimbursement shall be made through the Director of Public Works and must include a copy of any receipt in order for the employee to receive reimbursement.

ARTICLE 25 - WORK SCHEDULE

Section 25.1. The work week shall consist of forty (40) hours, eight (8) hours per day Monday through Friday.

Section 25.2. The daily work hours for employees assigned to the DPW shall be from 7:00 a.m. to
3:30 p.m. with the lunch period from 12:00 noon to 12:30 p.m. For employees assigned to the
cemetery, the work schedule will be 8:00 a.m. to 4:30 p.m. daily with the lunch period from 12:00
noon to 12:30 p.m. The daily work schedule may be changed on an exceptional basis due to seasonal
requirements (e.g., summer street paving and curbing) and the mutual agreement of all members of
the work party and the department head.

Section 25.3. Each employee shall be entitled to a work break of fifteen (15) minute in the morning
and fifteen (15) minutes in the afternoon as scheduled by the Department Head.

Section 25.4. Part-time employees are to be used only when all permanent employees have been
afforded the opportunity to work. Part-time employees are to use time cards and work sheets the
same as permanent employees.

ARTICLE 26 - SICK LEAVE AND VACATION CASHOUT

An employee who retires or an employee with five (5) or more years service who voluntarily
terminates his employment with the Village in good standing may enter into an agreement with the
Village to be paid the “cash out value” of his unused sick leave and/or vacation benefits (time) in
such installment payments as the Village and the employee may agree. In the event of the
employee’s death before all installments have been paid, the same shall be paid to the employee’s
designated beneficiary or his estate as the case may be. It is acknowledged that such an agreement
may be mutually beneficial; the employee’s income tax liability is reduced and the Village’s costs
are spread over a period of budget years. Employees hired subsequent to June 1, 1995 shall receive
seventy-five (75%) of the unused sick leave and one hundred (100%) percent of the accumulated
unused vacation.

ARTICLE 27 - RETIREMENT
Section 27.1. The Employer will provide the “Non-Contributory Improved 20-Year Career Retirement Plan, R&SSL § 75-I for all eligible persons at no cost to the employees.

Section 27.2. Any Village employees who join the Retirement System will do so in accordance with Article 14 of the laws pertaining to the New York State Retirement System.

ARTICLE 28 - LONGEVITY INCREMENTS

Section 28.1. All employees covered by the terms of this Agreement shall receive a longevity increment at the Fifteenth (15th), Twentieth (20th), Twenty-fifth (25th) and thirtieth (30th) year of service. Such longevity increments are reflected in the rate provided on the salary schedule denoted as “Appendix A” attached hereto and made a part hereof.

ARTICLE 29 - HEALTH BENEFIT PROGRAM

Section 29.1. The Village of Horseheads participates in the health benefits program of Chemung County. Such program includes major medical, dental, and prescription coverages and changes from time to time. The Village does not determine the specific benefits of such program nor administer the program. The Village warrants and represents that during the term of this Agreement, it shall take no action to encourage or consent to diminution of the benefits afforded under said program. The program includes two plans, the BCBS/PPO Plan and the BCBS/Indemnity Plan. Through June 1, 2008 employees could only enroll in the Indemnity Plan. All permanent full time employees will receive the benefits afforded under the above program or any successor program, as well as optical benefits administered by the CSEA-Employee Benefit Fund, as provided below.
Section 29.2. The Village shall and is authorized to deduct the following premium contributions from the employee’s gross pay prior to release of the employee’s net payroll check.

a) **BCBS / Indemnity Plan** - Effective the first pay date after final contract ratification in 2008, the bi-weekly employee contributions shall be in accordance to the following schedule:

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<tr>
<th>Plan Type</th>
<th>Year</th>
<th>Contribution</th>
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</thead>
<tbody>
<tr>
<td>Single Plan</td>
<td>2008</td>
<td>$18 per pay</td>
</tr>
<tr>
<td>Single Plan</td>
<td>2009</td>
<td>$19 per pay</td>
</tr>
<tr>
<td>Family Plan</td>
<td>2008</td>
<td>$20 per pay</td>
</tr>
<tr>
<td>Family Plan</td>
<td>2009</td>
<td>$21 per pay</td>
</tr>
</tbody>
</table>

b) **BCBS / PPO Plan** - Effective the first pay date after final contract ratification in 2008, the bi-weekly employee contributions shall be in accordance to the following schedule:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Year</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Plan</td>
<td>2008</td>
<td>$24 per pay</td>
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<tr>
<td>Single Plan</td>
<td>2009</td>
<td>$26 per pay</td>
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<tr>
<td>Family Plan</td>
<td>2008</td>
<td>$24 per pay</td>
</tr>
<tr>
<td>Family Plan</td>
<td>2009</td>
<td>$26 per pay</td>
</tr>
</tbody>
</table>

c) The per pay period employee contribution shall increase by One Dollar ($1.00) per year for the Indemnity Plan and by Two Dollars ($2.00) per year for the PPO Plan effective January 1st, and every January 1st thereafter during the contract duration.

Section 29.3. Co-pays and deductibles for medical, optical, dental and prescription benefits/coverages shall be those required under the applicable health benefits program and shall not exceed those paid by any Village employee represented by any other recognized Bargaining Agent, e.g., the PBA.
Section 29.4. The Village shall participate in the CSEA-Employee Benefit Fund and pay the full premium cost for the purpose of providing the vision plan known as the “Platinum 12 Vision Plan”. The Village shall continue to provide this benefit at no cost to the employee during the life of this agreement so long as this vision plan remains available. Promptly upon its receipt of notice of changes to the current health coverages or the health insurance carriers from the plan administrators, the Village shall give notice to the Association. In the event that a new plan or carrier results in a monetary savings to the Village, the savings will be retained by the Village. However, in the event the new plan or carrier is more expensive than the current plan or carrier, such additional premium cost shall be borne by the Village.

Section 29.5  Health Insurance Plan Selection Option -
Any employee hired prior to June 1, 2008 shall be permitted to enroll in the BCBS/Indemnity Plan. Further, such an employee may convert such enrollment and may elect to enroll in the BCBS / PPO Plan and shall have the right to return back to the BCBS/Indemnity Plan at a later date after completing at least one year in the PPO plan.

Any employee hired on or after June 1, 2008 shall be enrolled in the BCBS/ PPO Plan for the initial two (2) years of employment. After completion of the second year of employment, the employee shall have the option to switch plans and enroll in the BCBS /Indemnity Plan.

Enrollment and enrollment changes are subject to law and the rules established by the Chemung County Plan Administrator. Enrollment may only be changed once per year.

Section 29.6  BCBS/PPO Plan Bonus Payment
Any employee hired prior to June 1, 2008 who enrolls in the BCBS/PPO Plan (single or family) shall receive a bonus of Six Hundred dollars ($600) each year they are in the PPO Plan, to be paid in a separate check (less any required and employee selected state and federal deductions and withholdings) within 30 days following the end of the Plan year. Any employee hired on or
after June 1, 2008 shall be eligible for this bonus after completion of one full year in the PPO Plan and after completion of such employee's second year of employment.

Section 29.7. Employees who are eligible to receive health insurance coverage through a spouse's or companion's insurance plan may request to opt out of the Village Health Insurance Plan ("VHIP"), and to receive therefore compensation for a portion of the premium the Village would have paid for the employee's coverage had such employee remained enrolled in the plan.

a. Employees who are only eligible for coverage as an individual under the VHIP may not opt out of such coverage.

b. An employee eligible for family coverage who chooses to opt out of the VHIP shall receive, as additional compensation, up to 25% of the annualized health insurance premium attributable to such employee and the employee's family based upon the premium in effect on the first day of the budget year for which insurance had been declined. The employee shall give notice of declination of coverage, in writing, to the Village Manager prior to April 1st on forms provided by the Village Manager. Such declination shall be for the Village's fiscal year beginning the following June 1st and shall be for the entire fiscal year (except as provided in paragraphs D and E below). Such declination shall remain in effect from year to year unless rescinded in writing by the employee. Such notice of recision shall be given to the Village Manager and shall take effect on the June 1st following the Village Manager's receipt of such recision. Newly hired employees shall be notified by the Village of their right to opt out of the VHIP; such employee shall notify the Village Manager in writing of declination of coverage on or before such employee's first day of employment.

c. For each month of declination of such coverage as noted above, and while so employed by the Village, an employee will receive 1/12 of 25% of the annualized
health insurance premium for such employee. The employee shall receive payment for said sum in such employee’s first regular pay of each month for which coverage is declined.

d. An employee who elects to opt out of the VHIP shall provide the Village Manager, at the time of filing the notice of declination, proof that the employee and family are covered under another health insurance or health benefit program. Further the employer shall have the right to require, at any time during a period in which the employee has opted out of the VHIP, proof of such coverage by another plan. Said proof will be provided within 5 days of any such request. Should an employee fail to provide proof of other coverage, the Village shall promptly enroll the employee in the VHIP on the first day of the month following the absence of the required proof.

e. In the event an employee who has opted out of the VHIP shall lose coverage under another health insurance or health benefit program for any reason, the employee shall promptly notify the Village Manager of such loss of coverage. Thereafter the employee shall be enrolled in the VHIP effective the first day of the first month following the employer’s receipt of notice of non-coverage.

f. The employer neither warrants nor represents that full benefits will be afforded to any employee who has opted out of the VHIP upon rescission of declination of coverage. Nevertheless, employer will make best efforts to cause all benefits provided and/or allowed by the VHIP to be provided to such employee at the first allowable opportunity under the VHIP.

g. Should this section become the basis at any time for the diminution of health insurance benefits provided in the negotiated agreement in any manner whatsoever, this section shall be considered null and void and the parties hereto shall meet to negotiate alternatives to same.
Section 29.8. The Village has previously established a practice of making the continuation of the health benefit program provided for in this Article available, under certain conditions, to Village employees who retire from service and the retiree’s spouse. The conditions are:

1. Employees hired in a permanent, full-time status prior to 1 June 1990. The Village will contribute 100% of the premium for the retiree’s health benefit coverage under said program, and 100% of the premium for the retiree’s spouse for health benefits under said program. Following the retiree’s demise, the Village will continue to contribute 50% of the premium of the retiree’s spouse for such health benefits should such spouse elect to be covered under such program. The Village assumes no responsibility to secure or maintain health benefits coverage for a retiree or spouse should the carrier cancel their coverage or refuse to provide benefits to them. The retiree or spouse agree to deliver any portions of the insurance premium to the Village Clerk by the 15th day of the month prior to the date such premiums are due.

2. All employees hired after on or after June 1, 1990 will upon retirement contribute 50% of the cost for the health benefits coverage of the retiree and the retiree’s spouse. Following the retiree’s demise, the retiree’s spouse shall contribute 50% of the cost for the health benefits coverage of said spouse. When said employee retires and obtains other employment, the retiree will accept any health benefits (insurance) offered or available from the new employer, whether or not said benefits are offered without cost or expense to the retiree and/or spouse. The retiree and/or spouse agree to deliver their respective portions of the insurance premium to the Village Clerk by the 15th day of the month prior to the date such premiums are due to the insurance carrier/plan administrator. Failure to do so will be sufficient cause to permit the Village to allow such coverage to lapse, except as otherwise provided by Law. In no event will cancellations occur without 30 days written notification to the insured.
3. The Employer provides workers compensation through the State of New York meeting the minimum requirements of the New York State Workmen Compensation Act. The existence of the coverage will not effect the sick leave provisions of this Agreement, except that any benefit payments due under the act shall be paid directly to the Employer. The Employer will charge the employee's sick leave accumulation with the adjustment necessary to equal the employee's current hourly rate as the compensation plan relates to the employee's rate of pay. If the employee has no accumulated sick leave the workmen compensation payment will be made directly by the plan to the employee. Should the injury prove not to be work related, retroactive adjustment will be made to debit the employee's sick leave accumulation.

ARTICLE 30 - POSITION TITLES AND SALARY SCHEDULES

Section 30.1. The official salary schedule, entitled “DPW Salary Schedule 6/1/07 - 5/31/10”, is provided in Appendix “A” attached. This schedule reflects the hourly rates of pay for all DPW position classifications held by CSEA.

Section 30.2. Rates of pay are established according to job titles and years of permanent, continuous full-time service. Duties and qualifications shall conform to regional civil service job classifications, including any additional specialty qualifications, license or certificates as approved by the civil service commission to be added to the official job classification.

Section 30.3. Employees shall be hired at the Step One hourly rate for the appropriate job classification, provided however, should the Employer hire a new employee at a step above Step One, any employee in the same job title who is on a Salary Step below that on which the new employee is placed shall be moved to that same step on the date which the new employee completes his probationary period.
Section 30.4. Employees on Steps One (1) through Nine (9) shall advance one step of the salary schedule on each June 1st. Employees on Step Ten (10) and above shall move to the next succeeding longevity step on June 1st of the fiscal year in which their appropriate anniversary date falls. (For example, an employee’s hire date is November 12, 1980 - he will move to Step 15 on June 1, 1995.)

ARTICLE 31 - FIXATION OF WAGES

All salary plans and/or wage scales shall become part of this Agreement, when agreements have been made, and no revisions of any employee’s wage scale shall be considered legal without prior approval, reduced to writing and approved by both the Village and the Union.

ARTICLE 32 - MISCELLANEOUS

Section 32.1. The Employer will furnish one (1) full rainsuit, one (1) hardhat, pull-over boots, gloves and flashlight to each employee upon the completion of the employees’ probationary period. The Village shall replace said items on an “as needed” basis. Said items will be returned to the Village by the employee upon termination of employment. Should any item not be returned, the replacement cost shall be deducted from the employee’s final paycheck.

Section 32.2. The Employer will provide weekly to each employee full dress uniforms (pants/shirts) through a reputable uniform supplier. Coveralls will be provided to all employees whose job requires same. The Mechanic will be provided with three (3) sets of coveralls annually.

Section 32.3 The employer will provide winter jackets and coveralls to all employees. These winter items shall be issued every three-years but shall be replaced on an “as needed” basis.
Winter jackets will bear markings indicating the wearer is an employee of the Village.

Section 32.4. Each employee shall keep and maintain a telephone in his house or place of residence and shall provide the telephone number to his Department Head.

Section 32.5. Employees working during the following hours, whether on an emergency call-in basis or as part of his regular work day shall receive a paid lunch period as provided below:

<table>
<thead>
<tr>
<th>WORK HOURS</th>
<th>PAID MEAL PERIOD</th>
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<tr>
<td>3:30pm - Midnight</td>
<td>One Half Hour</td>
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<tr>
<td>Midnight - 7:00am</td>
<td>One (1) Hour</td>
</tr>
<tr>
<td>Saturday and/or Sunday</td>
<td>One Half Hour</td>
</tr>
</tbody>
</table>

Section 32.6. An employee designated by the Employer to operate motor vehicle equipment requiring a Class A or Class B New York State Operator’s License shall be reimbursed an amount equal to the difference between the fee for such license and the standard NYS Driver’s License fee, upon presentation of the appropriate receipts from the State of New York, for obtaining or renewing said operator’s license.

Section 32.7. Any employee asked to utilize his personal vehicle by his Department Head, in the performance of the Employer’s business, shall be paid at the prevailing IRS rate for each mile.

Section 32.8. Employer will provide an annual shoe/boots allowance to each employee. The employee shall provide the Employer with the original receipt for the purchase of work shoes/boots on which the item will be clearly identified. To be eligible for reimbursement, the work shoes/boots must meet or exceed the specifications/requirements of the Employer. The annual allowance is $100.00.

Section 32.9. Employees with 10 or more years of service to the Employer may purchase burial
plots in Maple Grove Cemetery for themself and their spouse at the then current rate for such plots. The employee may pay for such plots in equal installments, without interest, over a period no greater than 3 years. The employee shall utilize payroll deduction as a means for making payment.

ARTICLE 33 - PRINTING OF AGREEMENT

The Employer shall print sufficient number of copies of the signed Agreement within a reasonable time after the Agreement is signed, and shall make distribution to all employees covered under the terms of said Agreement.

ARTICLE 34 - DURATION

The term of this Agreement shall commence on June 1, 2007 and shall end on May 31, 2010.

VILLAGE OF HORSEHEADS

By: Marc Whitney, Village Manager

By: Sean Lohmuller, Unit President

By: Shawn Lucas
Labor Relations Specialist

CSEA, INC., LOCAL 1000, AFSCME

Sept 29, 2008

09/29/08

09/29/08
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### CSEA SALARY SCHEDULE 6/1/2007 - 5/31/2008 (+ 3.5%)  

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### CSEA SALARY SCHEDULE 6/1/2008 - 5/31/2009 (+.70)

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