

AGREEMENT

BETWEEN

HUDSON RIVER - BLACK RIVER
REGULATING DISTRICT

AND THE

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO

FOR THE

HUDSON RIVER - BLACK RIVER
REGULATING DISTRICT
CSEA LOCAL 120

JULY 1, 2024 - JUNE 30, 2027

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AGREEMENT made by and between the Hudson River-Black River Regulating District, hereinafter referred to as the "District" and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO for the Hudson River-Black River Regulating District, Local 120, hereinafter referred to as "CSEA".

ARTICLE I / RECOGNITION

The District, pursuant to Section 207 of Article XIV of the Civil Service Law, hereby recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and other terms and conditions of employment for employees serving the following titles with the District:

Maintenance Specialist	Plant Operator
Assistant Foreman	Clerk/Receptionist
Foreman	Principal Plant Operator
Field Assistant	Laborer
Sr. Field Assistant	Administrative Assistant
Senior Administrative Assistant	Engineering Assistant
Black River Area Superintendent	HRA Operations Manager
Administrative Officer 1	Administrative Officer 2
Field Supervisor	

The words "employee" or "employees" as used in this Agreement shall mean only employees serving in the above positions. The title of Superintendent shall become added to the bargaining unit once such title becomes vacant.

Employees who are considered as permanent part-time or temporary, working a minimum of 20 hours per week or more, shall be granted pro-rated amount as it relates to all employee benefits. There shall be no loss of full-time bargaining unit positions or work as a result of hiring permanent part-time or temporary employees.

ARTICLE II / EMPLOYEE ORGANIZATION RIGHTS

A. Exclusive Negotiations with CSEA

The District will not negotiate with or meet with any other employee organization with reference to terms and conditions of employment of employees during the period of this Agreement subject to the statutory regulations set forth by the State of New York. The CSEA Local 120 shall furnish the District with a list of officers after each election is held.

B. Payroll Deduction

CSEA shall have exclusive payroll deduction of membership dues and insurance premiums for employees and no other employee organization shall be accorded any such payroll deduction privilege.

Employees who request shall be granted payroll deductions for credit unions that are available to employees.

C. Bulletin Boards

The District will provide exclusive bulletin board space in an accessible place in each area occupied by employees for the purpose of posting bulletins, notices and material issued by CSEA, which shall be signed by the designated official of CSEA.

ARTICLE II / EMPLOYEE ORGANIZATION RIGHTS (Continued)

D. Meeting Space

Where there is appropriate, available meeting space in a building owned or leased by the District, it shall be offered by the District to CSEA provided that: (1) request for use of such space is made in advance by a CSEA representative who shall be responsible for the space, and (2) CSEA agrees to reimburse the District for any additional expenses incurred in the furnishing of such space.

E. Access to Employees

CSEA representatives shall, on an exclusive basis, have reasonable and appropriate access to employees during working hours to explain CSEA membership, services and programs. Any such arrangements shall insure that such access shall not interfere with work duties or work performance. The representatives, when possible, shall request access in advance and shall restrict meetings with employees to areas where safety and work operations will not be adversely affected.

F. Lists of Employees

The employer shall supply to the local president a list of all employees in the bargaining unit showing the employees full name, home address, job title and first date of employment. Such information shall be supplied when requested, but not more than twice a year.

G. Employee Organization Leave

1. The CSEA Local President shall be granted necessary employee organization leave not to exceed six (6) man days per annum, for two delegate meetings per annum.
2. Not more than three (3) employees serving on negotiating teams shall be granted organization leave for negotiations with representatives of the Employer.
3. Employee organization leave shall not be chargeable to leave credits.

H. Guaranteed Call-Back

When an employee is laid off due to an organizational layoff, that employee shall be allowed to return to duty pending recall of staff. The duration of this guaranteed call-back shall not exceed two (2) years in length.

I. Agency Shop

The District hereby agrees to deduct from the wage and salary of every employee in this negotiating unit, an agency shop fee deduction in the amount of dues levied by the Civil Service Employees Association, Inc., and to transmit said sums to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

ARTICLE III / COMPENSATION

A. General Salary Increase

A base salary schedule, consisting of a Starting Rate, Step 1 through Step 6 and Service Rate for each covered title is hereby established as indicated in Appendices D, E, and F. Any newly-

ARTICLE III / COMPENSATION (Continued)

hired employee shall be appointed and compensated at a title and step commensurate with experience or qualifications. Effective on the first day of the pay period that encompasses the anniversary date of employment, such employee shall advance to the next step of the salary schedule applicable, until such employee is compensated at the service rate for his or her title.

Salary increase will be effective on the first day of the pay period that encompasses July 1st in each year of the agreement.

Pay Period Ending June 5, 2024 ...	\$3,000 not added to base
First Pay Period Encompassing July 1, 2024 ...	3.0%*
First Pay Period Encompassing July 1, 2025...	2.75%
First Pay Period Encompassing July 1, 2026...	3.0%

*The salary increase effective July 1, 2024 for the position of Laborer shall be \$1.58 per hour.

For employees whose salary on July 1, 2009 does not exceed the service rate of their position on that date, and for all employees hired on or after July 1, 2009, new salary schedules, attached hereto and made a part hereof as Appendices D-G shall replace current Appendices D-G. The new salary schedules shall be applicable to employees whose salaries are beyond the service rate of their position on July 1, 2009 only for purposes of promotion.

B. Promotional Increases

For salary schedule placement purposes, upon promotion, employees shall be placed at a point that is 5% greater than their current salary, but if that amount puts them between steps on the salary schedule, they shall advance to the next higher step. In the event said advancement places an employee beyond the service rate of the promotional position, the employee will be limited to his or her current salary or the service rate of the promotional position, whichever is greater, but will receive a one-time stipend equal to 5% of current salary.

C. Longevity Increments

1. Each employee hired prior to July 1, 2020 who has been employed by the District for five (5) years will receive a cumulative longevity increment of five hundred (\$500.00) dollars on the anniversary date of his fifth (5th) year and annually thereafter.
2. Each employee hired prior to July 1, 2020 who has been employed by the District for ten (10) years will receive a cumulative longevity increment of one thousand (\$1,000.00) dollars on the anniversary date of his tenth (10th) year and annually thereafter.
3. Each employee hired prior to July 1, 2020 who has been employed by the District for fifteen (15) years will receive a cumulative longevity increment of one thousand five hundred (\$1,500.00) dollars on the anniversary date of his fifteenth (15th) year and annually thereafter.
4. Each employee hired prior to July 1, 2020 who has been employed by the District for twenty (20) years will receive a cumulative longevity increment of two thousand (\$2,000.00) dollars on the anniversary date of his twentieth (20th) year and annually thereafter.
5. Each employee hired prior to July 1, 2020 who has been employed by the District for twenty five (25) years will receive a cumulative longevity increment of two thousand five hundred (\$2,500.00) dollars on the anniversary date of his twenty fifth (25th) year and annually thereafter.
6. Longevity increments will not be received by employees hired after July 1, 2020.

ARTICLE III / COMPENSATION (Continued)

These increments and future earned longevity increments, due in any calendar year, will be paid as a bonus annually on the first pay period in November of that year and succeeding years.

Any employee who leaves District employment will receive one-twelfth (1/12th) of any earned longevity increment for each month of service worked during the year of separation.

Employees hired after May 21, 1999, shall receive the same longevity schedule, although each monetary amount on each increment shall be reduced by one hundred dollars (\$100); i.e., 5th year = \$400, 10th year = \$800, 15th year = \$1,200, 20th year = \$1,600, 25th year = \$2,000.

D. Overtime

1. Overtime in the District is defined as work performed in excess of thirty-seven and one-half (37.5) hours per week for which employees will receive compensation at a rate equal to one and one-half times their normal rate of pay.

2. If an employee is called into work outside his normal workday or workweek they shall be guaranteed a minimum of four (4) hours at time and a half (1.5x's), and if required to stay beyond four (4) hours, they shall be guaranteed an additional four (4) hours at time and a half (1.5x's). If an employee is called in on a holiday, and is required to work beyond the guaranteed four (4) hours at time and a half (1.5x's), they shall be guaranteed an additional four (4) hours at time and a half (1.5x's) and another half day (four hours) of compensatory time. Recall to work when requested by the Chief Engineer/Executive Director is mandatory. Use of authorized accrued compensatory time must be requested at least three (3) working days in advance. Any accrued compensatory time must be used prior to the end of the next calendar quarter or it will be paid out.

3. If an employee is called into work outside his normal workday or workweek and when it is in the best interests of the Regulating District and with the consent of the employee, said employee rather than receiving compensation at a rate equal to one and one-half times their normal rate of pay can accrue compensatory time at a rate equal to one and one-half hours for each hour worked. Use of the authorized accrued compensatory time must be requested at least three (3) working days in advance. Any unused compensatory time shall be paid out at the end of the quarter occurring six (6) months after the date it is earned.

E. Vacation Credit Exchanges

Prior to September 1 of each year of the Agreement, any employee who has previously earned and accrued vacation credit may elect to receive cash payment in lieu of the use of up to ten (10) days of such accrued vacation credits. Any payment for such credits made pursuant to this section shall be based on the salary in effect on September 1 of the calendar year in which the election is made and shall be paid in the first payroll period in January of the following calendar year.

F. On Call Compensation

Regulating District employees directed by management to be "On Call" will receive compensation. For the purpose of this section, on call time is time that an employee is not actually on duty but has been directed by the Regulating District management to be continuously available by carrying a Regulating District pager, or by furnishing the supervisor with a telephone number where the employee can be reached. An employee who is ordered to be "On Call" shall receive compensatory time at the applicable rate of:

1. One (1) hour for the hours outside of regular work hours on a regular workday worked.

ARTICLE III / COMPENSATION (Continued)

- 2. One and one-half (1.5) hours for a regular workday when the employee is on personal or vacation leave (on a voluntary basis).
- 3. Two (2) hours for every weekend day, beginning Saturday at 8:00 a.m. to Monday at 8:00 a.m.
- 4. Three (3) hours on a holiday.
- 5. For purposes of this Section and this Section only, an "On Call Day" will be twenty-four (24) hours beginning at 8:00 a.m.
- 6. Compensation for "On Call" time shall be pro-rated, but not less than one-half (1/2) hour for each continuous period of "On Call" time.

Except as may be provided by law, "On Call" time will not be included in the computation of overtime. Use of compensatory time must be requested at least three (3) working days in advance. Any accrued compensatory time must be used prior to the end of the next calendar quarter or it will be paid out.

ARTICLE IV / DEFINITION OF WORKDAY AND WORKWEEK

- A. The workday shall consist of seven and one-half (7 ½) hours. An employee shall be entitled to a 30-minute lunch period. If, during the lunch period, the employee remains at the work site and available for work, such time shall be deemed a part of and included in computation of the 7 ½ hour work day. If, during the lunch period, the employee leaves the work site or is unavailable for work, such time shall be exclusive of the 7 ½ hour workday.
- B. The workweek shall consist of five (5) consecutive days, Monday through Friday, and thirty-seven and one-half (37 ½) hours. Employees will not be required to work a holiday as part of their scheduled workday/workweek.
- C. At management's discretion, employees who volunteer for a 4-day workweek project, especially for capital projects during the summer, will work a four (4) day work week (same total number of work hours) with no overtime, unless employees work in excess of 37.5 hours per week.
- D. An employee solely at his or her discretion, and subject to approval of the Board, may volunteer to work a reduced work schedule of no fewer than 40 hours per pay period with a corresponding reduction of pay, with no corresponding reduction of benefits.

ARTICLE V / ATTENDANCE AND LEAVE

A. Thirteen (13) work free designated holidays shall be granted to all employees. The following shall be observed:

- | | |
|------------------------|---------------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Election Day (Floating Holiday) |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving |
| Juneteenth | Day After Thanksgiving |
| Fourth of July | Christmas Day |
| Labor Day | |

ARTICLE V / ATTENDANCE AND LEAVE (Continued)

Election Day will be a floating holiday. Floating Holiday Leave Credits must be used in full (7.5 hours) day increments and if not utilized within 365 days they shall expire. Floating Holiday Leave credits may be used as the employee's supervisor may approve. The request must be made at least three (3) working days in advance.

B. If a holiday falls on a Saturday, then the Friday before the holiday shall be designated as the holiday. If a holiday falls on a Sunday, then the Monday following shall be designated as the holiday.

ARTICLE VI / VACATION

A. Vacation credits earned at the rate of one-half day per biweekly pay period.

B. Additional Vacation Credits

Employees of the District shall also earn and upon completion of each full year of continuous service, be credited with additional vacation in accordance with the following schedule, except that additional vacation days will be capped at seven (7) days for employees hired after July 1, 2020:

COMPLETED YRS OF CONTINUOUS SERVICE	ADDITIONAL VACATION CREDITS
1	1 day
2	2 days
3	3 days
4	4 days
5	5 days
6	6 days
7-14	7 days
15-19	8 days
20-24	9 days
25+	10 days

C. Upon separation, employees shall be paid up to a maximum of forty (40) days of vacation leave. Employees may not exceed the maximum of forty (40) days of accumulated vacation leave as of December 31st of any calendar year.

D. Scheduling Vacations

Employees will be given an opportunity to signify their choice of vacation dates. Vacation schedules will be prepared and arranged in such a way as not to interfere unduly with the operations of the District. It is understood that the number of employees allowed to go on vacation during any one period of time will be determined by Management. Employees are to indicate their choice for the ensuing year by April 1 of that year. Employees indicating their choice of vacation dates after April 1 will not be entitled to seniority preference except as may be arranged.

It is recognized that the purpose of a vacation is to afford an employee rest and recreation in periods of not less than one (1) week; however, vacations may be taken in periods of less than one (1) week with the approval of the employee's immediate supervisor.

Vacation credits will not be granted in increments of less than one-quarter (1/4) hour. Any unscheduled vacation request must be made and approved or denied by the immediate supervisor at least three (3) working days in advance, except in an emergency.

ARTICLE VII / SICK LEAVE, PERSONAL LEAVE AND BEREAVEMENT LEAVE

- A. Sick leave earned at the rate of one-half day per biweekly pay period.
- B. Sick leave accumulation allowed to a maximum of 200 days.
- C. A doctor's note or other acceptable medical documentation shall be provided for absences charged to sick leave of more than four (4) consecutive days.
- D. Each employee shall be entitled to five (5) days personal leave per year which shall be non-cumulative; each year, any unused personal leave may be converted to accumulated sick leave. Personal leave requests must be made and approved or denied by the supervisor at least one (1) working day in advance, except in an emergency.
- E. A full-time employee who is absent from duty for reason of death of the "immediate family" (spouse, parent, or child) shall receive pay for five (5) consecutive work days for each bereavement occurrence. A full-time employee who is absent from duty for reason of death of a "family member" (parents-in-law, brother, sister, grandparents, grandchildren, brother and sister-in-laws, aunts, uncles, nieces, nephews, step-children and step-parents) shall receive pay for three (3) consecutive work days for each bereavement occurrence. Any time used in excess of the five (5) or three (3) days as indicated for each occurrence shall be charged to sick leave, personal leave or vacation provided the employee has such accumulated time.
- F. Unused Sick Leave Upon Retirement or Death

District agrees that unused sick leave up to 100 days will be paid in cash upon retirement, excluding any days used to pay for health insurance premiums for spouse under Article VIII of the Agreement. Any payment due will be reduced at the rate of 20% per year for each full year worked beyond the year in which the employee's 65th birthday occurs. Upon the death of an employee, the District will pay in cash to the employee's estate for unused, accumulated sick leave up to 100 days. The payment of sick leave in cash by the employer shall not in any way affect the employees' conversion of additional service credited under 41J of the Employee's Retirement System.

G. Sick Leave At Half Pay

The Board may, in its discretion, grant sick leave at half pay for personal illness to a permanent employee having not less than one year of service after all of sick leave, vacation and overtime credits have been used or provided; however, that the cumulative total of all sick leave at half pay hereafter granted to any employee during this service shall not exceed two pay periods for each complete year of his/her service.

ARTICLE VIII / HEALTH INSURANCE

- A. The District agrees to pay 100% of the individual hospitalization and 100% of the dependent's hospitalization. This agreement applies to the current statewide plan, a plan with comparable benefits, and a Health Maintenance Organization (HMO) plan, of the employees' choice, not to exceed the District's primary plan. Employees hired after May 21, 1999, but before July 1, 2006 shall pay fifteen-percent of the premium difference between family and individual coverage for family coverage only; individual coverage will still be paid by the employer in full.
- B. Employees hired between July 1, 2006 and June 30, 2009, the District shall pay 90% of the premium for an Individual, 2-Person (if available), or Family Plan with the employee being responsible for ten (10%) percent of said premium.

ARTICLE XVII / WORKER'S COMPENSATION LEAVE (Continued)

6. Employees will be granted leave with pay without charge to leave credits for the purpose of attending hearings scheduled by the Worker's Compensation Board or a Board-ordered medical examination.

7. An employee who draws leave credits under this section shall be entitled to restoration of such credits for which an award of compensation has been made and credited to the District.

8. If it is subsequently determined that an employee was not entitled to compensation leave with pay without charge to leave credits for any period for which he was granted such leave as provided hereinabove, he shall be required to make reimbursement for such paid leave from current or subsequent accumulations of leave credits at a rate and in a manner determined by the appointing authority.

ARTICLE XVIII / GRIEVANCE PROCEDURE

There is annexed hereto and made a part hereof marked "Appendix A" a grievance procedure for the processing of any grievances arising out of this Agreement.

ARTICLE XIX / SEVERABILITY

In the event that any Article, Section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific Article, Section or portion specified in such decision or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect.

ARTICLE XX / NO STRIKE

CSEA shall not engage in a strike, nor cause, instigate, encourage or condone a strike.

ARTICLE XXI / UNIFORMS

This District agrees to provide uniforms to all field employees in accordance with rules as illustrated in Appendix "C" of the Agreement.

ARTICLE XXII / POSTING OF VACANCIES

A. The District shall post all vacancies in all work locations at least 10 days prior to the position being filled.

B. The District agrees to consider all present employees for vacancies as they occur on the basis of qualifications and seniority.

ARTICLE XXIII / PROBATIONARY PERIODS

A. New Employees

All new employees of the District shall serve a probationary period of six (6) months. Such employees shall become permanent in their title upon completion of the probationary period unless terminated prior thereto.

ARTICLE XXIII / PROBATIONARY PERIODS (Continued)

B. Promotions

Employees who are promoted will serve a maximum of six (6) months probationary period prior to permanent appointment to the new position. Such employees shall become permanent in their promoted title upon completion of the probationary period.

ARTICLE XXIV / APPROVAL OF THE LEGISLATURE

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

ARTICLE XXV / DISCIPLINARY PROCEDURE

There is annexed hereto and made part hereof marked "Appendix B", the disciplinary procedure for processing of applicable disciplinary actions against unit employees.

ARTICLE XXVI / DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 2024, through June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8 day of May, 2024.

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

BY: [Signature]
Chairman

BY: [Signature]
Executive Director

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000, AFSCME, AFL-CIO
FOR THE
HUDSON RIVER-BLACK RIVER REGULATING DISTRICT
LOCAL 120

BY: [Signature]
Local 120 President

BY: [Signature]
Labor Relations Specialist

APPENDIX "A"

HUDSON RIVER-BLACK RIVER REGULATING DISTRICT

GRIEVANCE PROCEDURE

PREAMBLE

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

SECTION I DEFINITIONS

- A. Employee shall mean any person in the Unit covered by this Agreement.
- B. Employer shall mean the individual designated by Management to review and resolve grievances.
- C. Association or Union shall mean the CSEA.
- D. Grievance shall mean any claimed violation, misinterpretation or inequitable application of this Agreement or of any laws, rules, procedures, regulations, administrative order or work rules of the Employer, or those matters affecting employee's health or safety.
- E. Supervisor shall mean the employee on the next higher level of authority above the employee in the Department wherein the grievance exists and who normally assigns and supervises the employee's work and is designated by the Employer.
- F. Days shall mean all days other than Saturdays, Sundays and holidays which shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this procedure.
- G. A "Class Action" grievance shall be defined as a grievance that involves more than two (2) employees. A class action contract grievance shall be filed by the Local President at Step Two of the Grievance Procedure.

SECTION II RIGHTS OF THE PARTIES

A. Rights of Grievant

1. The Grievant may select any representative(s) to assist him in the processing and/or preparing of grievances, except that no representative may be present from any other employee organization, other than CSEA.
2. The Grievant shall have access to all written statements, records and materials relating to the grievance, except reports to the Employer from its agents, investigations of grievances by the Employer or opinions of Counsel of the District.

APPENDIX "A" (Continued)

B. Rights of the Association

1. The Association shall receive a copy of any claim, including supporting materials and of any decision rendered pursuant to this procedure.
2. The Association shall have the right to submit briefs to support or refute allegation of any party in a grievance.
3. The Association shall have an observer at any hearing, conference, or meeting held under this procedure where it would not be otherwise represented and shall be given three (3) days notice of the time, date and place of the hearing, conference or meeting.
4. The Association may file a grievance in its own name.

C. Mutual Rights

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

SECTION III PRESENTATION

Step One

1. An employee(s) who claims to have a grievance shall present his grievance to their supervisor orally or in writing within fifteen (15) days of its occurrence.
2. The immediate supervisor shall meet with the parties to resolve the grievance within three (3) days after the request for the meeting. He shall render a decision in writing within three (3) days thereafter, a copy of which is sent to both the employee(s) and their representative.

Step Two

The aggrieved party, if not satisfied with the decision at Step One, may, within five (5) days, request a review by the Executive Director. Such request is to be in writing with a copy to the immediate supervisor. The Executive Director shall convene a hearing within five (5) days after receipt of the request for said hearing. The Executive Director shall render a decision in writing within five (5) days after the hearing, copies to be sent to the aggrieved party and their representative.

Step Three

The aggrieved party, if not satisfied with the decision at Step Two, may, within five (5) days, request in writing, a hearing before the Chair of the Board Committee overseeing the employees department or area or another board member designated by the Board Chair. The requested hearing shall be held within ten (10) days after it is received and a decision shall be made within five (5) days thereafter, copies of the decision to be sent to the aggrieved party and their representative.

APPENDIX "A" (Continued)

Step Four

The aggrieved party may appeal an unsatisfactory decision at Step Three to an arbitrator provided by the Public Employment Relations Board subject to its rules. The decision arrived at shall be final and binding upon both parties to the Agreement.

The fees and expenses of the arbitrator shall be borne equally by the parties.

The arbitrator shall hold a hearing within twenty (20) days after he has been selected and shall render a decision within twenty (20) days after the hearing has been concluded.

The arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, not to render any decision which conflicts with a law, regulation, directive or ordinance. Awards may not be retroactive beyond the date the grievance was filed or beyond the date the employee became aware of the Grievance, except when the grievance involves cash pay earned but not received.

GENERAL CONSIDERATION

- a. All grievance discussions, meetings, conferences or hearings shall be conducted during the normal workday.
- b. The time limits at any step(s) may be extended by written mutual consent of the parties.
- c. All matters of discipline resulting in dismissal of any employee shall be subject to the grievance procedure.

APPENDIX "B"

HUDSON RIVER - BLACK RIVER REGULATING DISTRICT

DISCIPLINARY PROCEDURE

Section 1 - Employee Counseling

A. Progressive Discipline

An employee's supervisor shall counsel an employee concerning deficiencies in performance or misconduct which do not warrant disciplinary action. The purpose of employee counseling is to provide assistance to the employee by making him or her aware of expectations of performance.

Counseling shall be provided by the means of person to person oral communication. A counseling session may be followed by confirming memorandum, at the discretion of the supervisor. Copies of counseling memorandum will be maintained in the employee's personnel file. The employee shall receive a copy of any counseling memorandum and may place a written response to same in his or her personnel file.

Counseling sessions/memorandums are not subject to appeal through the grievance procedure.

Section 2 - Disciplinary Rights and Definition

The definitions and terms as outlined in Appendix A, Section I, Definitions, "D" shall apply to this disciplinary procedure.

The parties subscribe to the concept of progressive discipline, except for serious offenses. Any employee subject to disciplinary action shall have the right to CSEA representation. An employee may not be removed from service or otherwise be disciplined except for acts of incompetency, insubordination or misconduct.

Upon completion of a six (6) month probationary period, all employees shall be afforded rights through this Disciplinary Procedure.

Any employee shall have the right to request in writing and receive a copy of their personnel history folder.

An employee who has been served with a Notice of Discipline may elect to either represent themselves, select the Local President or his/her designee, or request a CSEA Labor Relations Specialist to assist in the processing of their disciplinary action.

Section 3 - Progressive Discipline

Bad conduct and inappropriate actions or behavior by an employee may result in disciplinary proceedings. These possible proceedings are as follows:

1. Oral Warning - notifies the employee that the performance or behavior must be improved after informal counseling has failed to produce results.

APPENDIX "B" (Continued)

2. Counseling by the employee's immediate Supervisor - an informal discussion or written memorandum which may be copied to the employee's personnel history folder.
3. Written Warning - a formal notice to the employee that further disciplinary action will be taken unless performance or behavior improves.
4. Formal Disciplinary Action

Section 4 - Disciplinary Interrogation

An employee who is a potential subject for disciplinary action and is the subject of interrogation by the Regulating District, the employee has the right to:

1. Be informed of the subject matter and to confer privately with a CSEA representative before questioning begins;
2. Have a CSEA representative present during the interrogation, and;
3. Offer information following the questioning.

Section 5 - Disciplinary Charges

Where the District seeks the imposition of a written reprimand, suspension without pay, a fine, loss of accrued leave credits, reduction in grade, or dismissal from service, a written Notice of Discipline shall be served upon the employee and the CSEA Local President simultaneously. The Notice of Discipline shall contain a description of the alleged acts and conduct including reference to dates, times and places. The Notice of Discipline shall also include the proposed penalty.

Employees who are suspended without pay for more than thirty (30) calendar days pending arbitration, may be allowed to use their earned vacation and/or personal leave.

STEP ONE

The employee may, within ten (10) working days of receipt of the Notice of Discipline, appeal the charges with the Executive Director or his/her designee. Such request must be made in writing by the employee to the Executive Director with a copy to the CSEA Local President. Within five (5) working days, the parties shall meet. The Executive Director or his/her designee shall issue a decision within five (5) working days.

STEP TWO

If the employee is not satisfied with the decision at Step One, the employee, CSEA, Inc., or private counsel, may serve a Demand for Arbitration in accordance with the rules of the Public Employment Relations Board. Within thirty (30) working days from the employee's receipt of the Step One Decision, a Demand for Arbitration must be served upon the Executive Director of his/her designee.

If the employee is served with a Notice of Discipline and is suspended without pay the Disciplinary Procedure will commence at Step 2.