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AGREEMENT

by and between the

VILLAGE OF ENDICOTT

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Village of Endicott Clerical Unit #6156-01
Broome County Local 804

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NYS PUBLIC EMPLOYMENT

June 1, 2001 - May 31, 2004



If you have questions about this contract, representation, or CSEA benefits and services, please use the following guide to contact the appropriate Union officials and/or staff. If you believe that your rights under this contract have been violated, immediately contact your nearest Shop Steward or Union Officer.

My Unit President:

Niki Bowen Phone: **757-2475**

My Vice-President:

Roxann Glowa Phone: **757-2482**

My Labor Relations Specialist:

Chuck Gregory, (607) 772-1750
CSEA Binghamton Satellite Office, Suite 207
33 W. State Street, Binghamton, NY 13901

The following CSEA staff professionals can be reached at the CSEA Central Region Office:

Political Action Coordinator
Occupational Safety & Health Specialist
Communications Associate
Organizer

CSEA Central Region Office
6595 Kirkville Road, E. Syracuse, NY 13057
(800) 559-7975
(315) 433-0050

Jim Moore, Region President
Joe Maratea, Region Director

CSEA Headquarters
143 Washington Avenue
Albany, NY 12210
Web Page: www.cseainc.org
(800) 342-4146
(518) 257-1000

Civil Service Test Prep Booklets
Cost \$3 per Book
Call CSEA 1-800-342-4146 ask for the LEAP Dept.

CSEA Member Benefits Department
(800) 342-4146, ext. 1359
OFFICIAL Members Only WEB SITE



csealocal1000.net

- see inside back cover for more information and member benefits -

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COLLECTIVE BARGAINING AGREEMENT

This COLLECTIVE BARGAINING AGREEMENT (the "Agreement") by and between the Village of Endicott (the "Village") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, **Village of Endicott Clerical Unit #6156-01** of the Broome County Local 804 ("CSEA"), collectively, the "Parties."

WITNESSETH:

In consideration of the mutual covenants and representations herein, and intending to be legally bound, the Village and CSEA hereby mutually agree as follows:

Article 1/ Recognition

Section 1. The Village, pursuant to Section 207 of Article 14 of the New York State Civil Service Law, also known as the Public Employees' Fair Employment Act, hereby recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours and all other terms and conditions of employment for all employees of the Village in the following titles: Parking Meter Checker, Police Matron, Engineering Technician, Junior Draftsperson, Stenographer, Account Clerk/Typist, Account Clerk, Clerk, Senior Typist, Typist, Clerk/Typist, Payroll Clerk, Senior Clerk, Computer Operator, Courier.

Section 2. Part-time employees who are hired to work at least half the normal workweek (37.5 or 40 hours) in the above titles shall be included in the bargaining unit, and shall receive all benefits on a pro-rata basis, and grievance/discipline protection.

Article 2/ Statement of Policy and Purpose

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious, and cooperative labor relations for the mutual benefit of the Public Employer and CSEA, as effectuated by the provisions of the Public Employees' Fair Employment Act.

Article 3/ Unchallenged Representation

Section 1. The Village and CSEA agree, pursuant to Section 208 of the Civil Service Law, that CSEA shall have unchallenged representation status for the term of this Agreement.

Article 4/ Employee Organization Rights

Section 1. Exclusive Negotiations with CSEA

The Village will not negotiate or meet with another employee organization with reference to terms and conditions of employment of CSEA employees. When such organizations, whether organized by the employees or the employer, request meetings, they will be advised by the Village to transmit their requests concerning terms and conditions of employment to CSEA and arrangements will be made by CSEA to fulfill its obligations as a collective negotiating agent to represent these employees and groups of employees.

Section 2. Payroll Deduction

A. The Village agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiating agent for employees in this unit. The Village shall remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues, agency shop fees, and if applicable union sponsored insurance and benefit program premiums for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deductions.

B. The Village agrees to furnish CSEA with a complete list of names, seniority dates, salaries, and titles of all employees in the bargaining unit and addresses and social security numbers of all union members on at least an annual basis or upon request (not more than quarterly).

Section 3. Bulletin Boards

The Village shall provide bulletin boards for the exclusive use of CSEA at appropriate locations as agreed upon by the CSEA Unit President and the Human Resource Director.

Section 4. The Village grants CSEA the right to use Village meeting rooms (e.g. Council Chambers) if available for the purpose of meeting with its members.

Section 5. The Officers and representatives of CSEA, Inc. shall have access to employees on the Employer's premises during working hours for the purpose of adjusting grievances and disciplines and administering the terms and conditions of this Agreement. Prior notice of such visits, except in emergency, will be given to the Employer, so long as it does not interfere with the employees' work and does not cause overtime hours to be incurred.

The CSEA President or his/her delegate shall be allowed reasonable time to attend to CSEA business of the employees covered by this Agreement. Requests for time, except in emergency, will be made in advance to the representative's Department Head, subject to approval. Such approval will not be unreasonably withheld.

Section 6. Employee Organization Leave

Union Release time for Delegates - Only the duly elected CSEA delegate shall be permitted up to seven (7) days off with pay, not to be deducted

from any leave accumulations, to participate in official union functions such as Spring & Fall Regional Workshops, and the Annual Delegates Convention. Advance notice of the event shall be provided to the Human Resources Director.

Section 7. CSEA Delegate List

The CSEA President shall provide to the Village a list of CSEA delegates who will be attending regional and statewide meetings, including the meeting dates. Notification shall be given to the Village at least Five (5) work days in advance of any meeting.

Article 5/ Salary

Section 1. Effective June 1, 2001, each unit employee except as stated herein shall receive a general wage increase over their 2000-2001 base rate of an additional twenty-five cents per hour plus a three percent wage increase all to be applied to their base salary. This wage increase shall be retroactive for all wages paid since June 1, 2001 including base hours worked and overtime hours worked.

Section 1.a. Exceptions shall only be made in the first year of this Agreement for those employees whose hourly rate is adjusted upward June 1, 2001 as the direct result of an increase in the Hiring Range salary schedule. These employees shall only receive the adjustment for all regular and over-time hours worked retroactive to June 1, 2001; and shall not receive the general wage increase of an additional twenty-five cents per hour or three percent.

Section 2. Effective June 1, 2002, each unit employee shall receive a general wage increase over their 2001-2002 base rate of an additional twenty-five cents per hour plus a three percent wage increase all to be applied to their base salary.

Section 3. Effective June 1, 2003, each unit employee shall receive a general wage increase over their 2002-2003 base rate of an additional twenty-five cents per hour plus a three percent wage increase all to be applied to their base salary.

Section 4. Hiring Range Salary Schedule -

| Title | Minimum - Maximum per Hour | |
|------------------------|----------------------------|---------|
| Engineering Technician | \$11.25 | \$12.25 |
| Junior Draftsperson | \$10.25 | \$11.25 |
| Stenographer | \$8.75 | \$9.75 |
| Courier | \$7.00 | \$8.00 |
| Payroll Clerk | \$10.00 | \$11.00 |
| Account Clerk Typist | \$8.25 | \$9.25 |
| Parking Meter Checker | \$7.75 | \$8.75 |
| Senior Typist | \$7.75 | \$8.75 |
| Typist | \$7.25 | \$8.25 |
| Senior Clerk | \$7.25 | \$8.25 |

| | | |
|-------------------|---------|---------|
| Account Clerk | \$7.25 | \$8.25 |
| Clerk | \$7.00 | \$8.00 |
| Computer Operator | \$11.00 | \$12.00 |

Section 5. In any event should a new employee be hired at a higher rate than a current employee in that title, the current employee shall have his/her rate adjusted to the hourly rate of the new hire.

Article 6/ Labor-Management Committee

Section 1. The CSEA and the Village agree to establish a Labor-Management Committee to foster and continue harmonious labor relations. CSEA and the Village will appoint no more than Three (3) members, each to said Labor-Management Committee. Meetings shall be held as needed, with an agenda presented by the party that calls the meeting.

Article 7/ Retirement

The Village shall provide all employees with the benefits of the New York State Employees' Retirement System. Employees in Tiers I and II shall be covered under plan 75 (i) of the New York State Employees' Retirement System.

Article 8/ Insurance

Section 1. The Village shall provide the Health Insurance Program in effect as of June 1, 2001, or a comparable plan, for all employees and their families covered by this Agreement.

Effective October 10, 2001, the medical deductible for this Unit shall be \$50.00 per person and \$150.00 per family.

Section 2. Effective the date of ratification of this Tentative agreement, CSEA employees shall contribute the dollar equivalent of Eleven Percent (11%) cost of the annual health insurance premium for either a Family or Individual plan; towards the cost of maintaining their health insurance with the Village; to be deducted in 24 equal installments. These payments will be run through the IRC 125 Plan

At no time during the life of this Agreement will the dollar contribution made by a unit employee exceed the caps:

| Year | Family | Individual |
|-----------|--------|------------|
| 2001-2002 | \$ 680 | \$ 320 |
| 2002-2003 | \$ 730 | \$ 370 |
| 2003-2004 | \$ 780 | \$ 420 |

Section 3. Part-Time employees shall be required to contribute fifty percent (50%) of their health insurance premium, to be deducted in twenty four (24) equal installments. These payments will be run through the IRC 125 Plan.

Section 4. When an employee is on Family Medical Leave from the Village, the employee will be expected to continue payment of their portion of their health insurance contribution to the Village in order to maintain their coverage.

Section 5. Health Insurance Buyout

The Village shall pay for each active employee who elects not to participate in the Village of Endicott Health Insurance Plan a fixed sum of money, or prorated portion thereof, providing the employee can document access to other comparable paid coverage through an alternative employer or organization membership if the employee voluntarily waives his/her right to Village paid medical insurance.

For each year of the contract the Village will pay the employee the maximum amount equal to the annual premium of the individual rate the Village pays on behalf of an eligible employee to be adjusted as of September 30th each year.

The employee who elects this alternative instead of participating in the Health Insurance Program shall inform the Village in writing.

An employee who later elects this alternative Health Insurance Plan shall receive a sum of money, or part thereof, on the second pay period of July, October, January, and April, for the months which they elect participation.

Proof of alternate coverage is required and shall be submitted to the Human Resources director prior to any payments made to the employee. The health insurance buyout is available to part-time employees on a pro-rated basis.

An employee who later elects to participate in the Health Insurance Plan due to the loss of alternate coverage shall inform the Village in writing. Coverage shall become effective immediately upon notification to the Village.

For reasons other than loss of alternative coverage, an employee shall be permitted to re-enter the Health Insurance Plan only during the Blue Cross/Blue Shield open enrollment periods in April and October.

Section 6. - Effective January 1, 2002, prescription drug co-payments shall be \$ 5.00 Generic, \$ 10.00 name brand.

Section 7. All unit employees who retire during the term of this agreement agree that subsequent to their retirement, and in consideration of the Villages agreement to continue their health insurance coverage, they will continue to pay a contribution towards their annual health insurance premium and such contribution shall be the percentage up to the dollar cap as stated in Article 8, Section 2 herein.

Article 9/ Disability Insurance

Section 1. The Village shall provide New York State Disability Insurance benefits for all employees in the bargaining unit. Employees will be required to contribute the maximum amount allowed by law, through payroll deduction, for this benefit.

Article 10/ Vaccines

Section 1. The Village shall provide the Engineering Technicians with inoculations for typhoid and tetanus as needed, upon request.

Article 11/ Workday-Workweek

Section 1. All employees shall have a normal workweek of Monday through Friday.

Section 2. The normal workday for all Unit employees shall commence no earlier than 7:30 a.m. and shall end no later than 5:30 p.m.; with the approval of the employee's immediate Supervisor.

Section 3. Overtime

A. All non-exempt employees working in excess of the normal workweek (37.5 or 40 hours) shall be compensated at one and one-half times the employee's normal rate of pay for all hours worked in the overtime capacity.

B. All paid leave shall be considered as time worked for the purpose of computing overtime.

C. There shall be no change in the employee's work schedule to avoid the payment of overtime except in a specific emergency or with the consent of the employee.

D. Any Unit employee who is called in to perform duties at the direction of their Department Head shall be compensated at one and one half the employee's regular rate of pay for all time performing said duties, or a minimum of Two-(2) hours of their regular rate of pay for each occasion they are called in to perform duties outside of their regular hours of work, whichever provides the greater benefit to the employee. Payment shall commence from the time the employee is actually called in by the Village and shall terminate upon the employee's return home.

Section 5. Flex Time

Employees shall be permitted to work a flextime schedule at the discretion of their immediate supervisor or the Director of Human Resources.

Section 6. In the event that the Village Offices are closed due to State of Emergency, or employees are sent home after reporting to work; or other conditions beyond the control of the employee, the Village agrees to compensate those affected employees for all hours otherwise scheduled to work at the individual employees rate of pay.

Article 12/ Sick Leave

Section 1. Employees shall accrue one sick day per month of employment to be credited at the beginning of the month for the prior month, provided the employee has not been out of work on sick leave or leave without pay for more than fifty percent (50%) of the work days for that month.

Section 2. A. Employees hired after August 1, 1981 shall be permitted to accrue a maximum of 165 days of sick leave.

B. Employees hired prior to August 1, shall be permitted to accrue maximum of 150 days of sick leave. In addition these employees shall be given the option to cash out up to one hundred fifty (150) days of accrued sick leave once during the term of their employment or upon separation.

This option must be requested in writing Six (6) months in advance except in cases of retirement, resignation, or discharge, and is subject to the approval of the village. Once an employee has exercised this option they will not be eligible for an future cash out of sick leave accruals.

Section 3. NYS Retirement 41 J Plan - Employees hired after August 1, 1981 shall be given the option to convert up to 165 accumulated sick days (the maximum allowed by NYS Retirement Rules) for additional service credit at retirement.

Section 4. Sick Leave Documentation

Employees may be required by the Village to submit a doctor's note in the event that they are on sick leave for Three (3) or more consecutive work days.

Section 5. Family Sick Leave

Employees shall be permitted to use accrued sick leave due to the illness of a member of the employee's immediate family.

Section 6. Sick Leave may be utilized in increments of no less than one half (1/2) hour.

Section 7. Sick Leave Bank

A sick leave bank will be established subject to the following:

a. A committee of Five (5) will be called when a written request for sick time

Is made to the Mayor and Union President. The committee will be called into being by the Union President within Two-weeks of request.

b. The committee will consist of the employees Department Head (1): One (1) representative named by the Union: One (1) representative named by the Mayor: and Two-(2) representatives mutually agreed to by the Mayor and the Union President.

c. The committee will act on requests which reflect major sick time loss and will be guided by past history of sick time use.

d. Sick time over that which has been earned will be granted only upon a vote of Three (3) or more ayes. Any vote of less than Three (3) ayes will result in rejection.

e. The vote will be by secret ballot.

f. The committee's action will be final and not subject to explanation, Grievance procedure or arbitration. There will be no provision for appeal.

g. The time will be given by the Village and a record kept by the Department Head. The recipient will be required to pay back time on a schedule established by the committee.

h. All records will be kept by the Human Resources Director .

i. Copies of each transaction will be maintained in the Human Resources office.

j. Substitutes for committee members may be made by the Mayor and CSEA.

Article 13/ Bereavement Leave

Section 1. The Village agrees to grant bereavement leave of Three (3) days with pay in the event of a death in the immediate family of an employee covered by this Agreement. Immediate family shall be deemed to be husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, or domestic partner. Bereavement leave shall not be deducted from sick leave, annual leave, or personal leave.

Article 14/ Holidays

Section 1. Paid Holidays

Holidays which shall be observed as paid holidays by the Village are as follows:

| | |
|------------------|---------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Thanksgiving Friday |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | 2 Floating Holidays |

All employees shall receive 11 paid holidays. In the event the holiday falls on a Saturday, they shall receive the preceding Friday. If the holiday falls on a Sunday, they shall receive the following Monday as the holiday.

Employees hired between January 1 and April 30 in any calendar year will be granted Two-(2) Floating Holidays; if hired between May 1 and August 31, One (1) Floating Holiday; if hired between September 1 - December 31, Zero (0) days.

Otherwise, Two-(2) Floating Holidays will be granted on January 1 of each year to be used by December 31 in the same year.

Section 2. When an observed holiday occurs during an employee's vacation, that day shall be counted as a holiday, not a vacation day.

Section 3. Any employee required to work on a holiday shall be compensated at one and one-half (1 1/2) times their regular rate for all hours worked on that day. Additionally, the employee shall have the option to select either a day off with pay to be taken at a later date, designated by the employee and subject to operations and manpower availability, or may elect to receive holiday pay for the day.

Article 15/ Personal Leave

Section 1. Employees shall be entitled to Two-(2) personal leave days each year. Personal Leave Days may not be used for paid employment elsewhere or for recreational purposes.

Section 2. Personal Leave may be utilized in increments of no less than one half (1/2) hour.

Section 3. Employees hired between January 1 and April 30 in any calendar year will be granted Two-(2) Personal Leave days ; if hired between May 1 and August 31, One (1) Personal Leave day; if hired between September 1 - December 31, Zero (0) days.

Otherwise, Two-(2) Personal Leave Days will be granted on January 1 of each year to be used by December 31 in the same year.

Article 16/ Vacations

Section 1. Vacation Entitlement

Employees shall be entitled to annual vacation as follows:
Completed Years of Service Annual Vacation

| | |
|-----------|--------------|
| 1-4 | 10 work days |
| 5-9 | 15 work days |
| 10 - 19 | 20 work days |
| 20+ years | 25 work days |

In the first year of employment employees will receive a prorated vacation for the number of months worked from the employee's hiring date until January 1. On January 1 the employee shall be credited with the prorated vacation and shall be credited with One (1) completed year of service for future accrual purposes.

Section 2. Earned vacation which is due will be paid to the employee upon separation. In the case of the death of an employee, payment shall be made to the employee's estate.

Section 3. Vacations must be approved in advance by the employee's immediate Supervisor or the Director of Human Resources.

Section 4. Pre-Vacation Pay

Pre-vacation pay shall be paid to an employee prior to an approved vacation provided (a) Two-(2) weeks notice is given to the employee's immediate Supervisor; and (b) the vacation is in week multiples. Payment shall be made through regular payroll procedures.

Section 5. Vacation may be taken in increments of no less than one-half (1/2) hour.

Article 17/ Posting of Job Vacancies

Section 1. The Village will post announcement of a vacancy for Ten (10) days and give notice to the Unit President of bargaining unit vacancies. The announcement of a vacancy shall contain the title of the position to be filed and minimum qualifications required for the position. Announcements shall be posted on the main Village bulletin board.

An employee who wishes to be considered for appointment to a vacancy shall notify the Human Resources Director. The Village will hire the most qualified candidate when filling any vacancy. The Village shall take seniority into consideration if there are Two-candidates who are equally qualified.

Article 18/ Protection of Employees

Section 1. Out-of-Title Work

Employees performing the duties of a higher classification than that held by the employee shall be compensated in accordance with the following criteria:

A. The employee must be designated, in writing, by their Department Head or the Human Resources Director to assume the duties of the higher title.

B. Out-of-title work assignment shall not exceed the statutory provisions of New York State Civil Service Rules, but payment shall commence after the third consecutive day that the employee has performed the Out-of-Title duties.

C. The employee shall be paid either Five percent (5%) over their current rate of pay or the starting rate of the higher title, whichever is greater.

C. Out-of-Title work compensation shall include all time worked in the out-of-Title work assignment from the first date and shall be paid for all benefit time used during that time (sick, vacation, personal, holiday, overtime, etc.).

Section 2. Leave of Absence

An employee may, in the discretion of the Village Board, be granted a leave of absence without pay or benefits. Such leave shall not be considered an interruption of continuous service. Such leave of absence shall not exceed Twelve (12) months without the approval of the Village Board.

If the employees' approved leave is for documented medical reasons for self, spouse or child the employee shall continue to maintain and accumulate service credit with the Village and benefits (seniority, sick leave and vacation).

If the approved leave is for recreational, alternate employment , education or non-medically related the employees' seniority date, sick leave credits and vacation accumulation shall be frozen as of the first date of unpaid leave of absence, unless and until the employee returns to Village employment.

Section 3. No Salary Reduction

No employee shall suffer reduction of existing salary as a result of reclassification or reallocation of the position the employee holds by permanent employment. An employee who is promoted shall be on probation for a Six (6) month period. If the employee fails to provide satisfactory service during any part of the Six (6) month period, the employee shall revert back to the employee's former position and salary.

Section 4. Layoff Procedure

Reductions in the non-competitive Village workforce shall occur with employees with the least amount of seniority being laid-off first. Each employee identified for lay-off shall be allowed to retreat back to the last

permanent position held in the Village even if such retreat causes another Village employee to be displaced. Should the second employee targeted to be "bumped" by retreat have greater seniority status than the laid-off employee, then the employee shall not be displaced or "bumped".

If no position exists for the laid-off employee to retreat to, then the employee's name shall be placed on a recall list by seniority date.

Seniority date shall refer to the employee's first date in classified permanent service in the Village in a labor class or non-competitive title. Successive titles shall have no bearing on establishing the employees seniority date.

The layoff and recall of competitive class employees shall be done in accordance with the New York State Civil Service Laws and Rules. It shall be the sole right of the Village to determine the title(s) and number of positions to be targeted for reduction.

Section 5. Recall Procedure

When a permanent vacancy becomes available within the Village, said vacancy shall be filled by posting within the work location first, then by recall from the list of employees laid off from that title, based on seniority.

Article 19/ Grievance Procedure

Section 1. Grievance Definition

The Village and CSEA acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined hereunder. The term "Grievance" shall mean any claim, violation, misinterpretation or inequitable application of the expressed term of this Agreement provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or regulations having the force and effect of law.

Section 2. Grievance Procedure

A. Step One: The employee shall contact the CSEA representative. The CSEA representative shall decide if a legitimate grievance exists. If the CSEA representative deems a legitimate grievance exists, the CSEA representative shall discuss the grievance with the employee's Department Head within Thirty- (30) calendar days of the grievance or knowledge of the grievance.

B. Step Two: If the grievance is not settled at Step One, the grievance will be submitted in written form, within Two-(2) working days by the CSEA representative the employee's department head. The written grievance statement shall be signed by the employee. Within three (3) working days of the submittal of the written grievance to the employee's department head a meeting

shall be held between the Department Head, the employee, and the CSEA representative.

C. Step Three: If the grievance is not settled at Step Two, it shall be submitted to the Mayor within Five (5) working days of receipt of the Step Two-decision. The Mayor or his designee shall within Ten (10) working days of receipt of the grievance, hold a hearing and shall render a decision within Five (5) working days after the hearing.

D. Step Four: If the Grievance is not resolved at Step Three, either the Village or CSEA, Inc. shall have the right to submit a Demand for Arbitration to the Public Employee Relations Board ("PERB"), or to a mutually agreed upon Hearing Officer possessing the authority of an Administrative Law Judge, for final and binding arbitration and resolution. The Parties may also elect to utilize the Mediation / Arbitration ("Med/Arb") process with PERB.

A Demand for Arbitration, or Med/Arb application to PERB, or selection of a mutually agreed upon Hearing Officer must be completed within forty-five (45) calendar days after receipt of the Step Two-decision by the Party seeking arbitration.

The Hearing Officers decision shall be final and binding upon all Parties, and shall be implemented within Thirty- (30) calendar days of receipt of the decision by the Village Clerk. All expenses incurred by the Hearing Officer shall be equally divided between the Village and CSEA, Inc.

Article 20/ Disciplinary Procedure

Section 1. Any employee who is the subject of any disciplinary action shall be entitled to the rights provided under Section 75 of the New York State Civil Service Law upon completion of a Six (6) month probationary period.

Section 2. Each employee of the bargaining unit shall be entitled to final and binding arbitration for the final resolution of the employee's discipline matter, with an arbitrator selected in accordance with the rules of the Public Employee Relations Board (PERB). A PERB hearing officer will be utilized in lieu of a Section 75 NYS CSL Hearing Officer.

Section 3. Arbitration expenses shall be split equally between the Village and CSEA, Inc. The decision of the arbitrator shall be final and binding upon the parties and the employee. The arbitration option is available to bargaining unit members who have attained permanent status under NYS CSL.

Article 21/ Clothing Allowance

Section 1. The Village agrees to provide Civil Technicians with the following clothing items on an "as needed" basis: T-shirts, work gloves, (leather and rubber), hooded sweatshirts, rain gear, Carhart winter gear (jacket and pants) and coveralls.

Section 2. The Village agrees to provide uniforms for Parking Meter Checkers, Police Matrons, and Couriers.

Section 3. The Village agrees to provide each employee in the Engineering Department with \$75.00 per year toward the purchase of work boots upon presentation of a receipt.

Article 22/ Conclusion of Collective Negotiations

Section 1. This Agreement is the entire agreement between the Village and CSEA, terminating all prior agreements and understandings and concludes all collective negotiations during its terms. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The Parties agree to support necessary means to implement the provisions of this agreement. The Parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

Section 2. With respect to matters not covered by this Agreement, the Village will not seek to diminish or impair any benefit or privilege provided by law, rule or regulation for employees without prior notice to CSEA and when appropriate, without negotiations with CSEA.

Article 23/ Legislative Implementation

Section 1. The Village and CSEA agree that any provision of this Agreement requiring legislative action to permit the implementation by amendment of law or by providing additional funds thereof shall not become effective until the appropriate legislative body has given approval.

Article 24/ Duration of Agreement

Section 1. The term of this Agreement shall be from June 1, 2001 through May 31, 2004.

Article 25/ Legality of Provisions

Section 1. If any provision of this Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such provision shall not be performed or enforced, except to the extent permitted by law.

Article 26/ Severability

Section 1. If any provision of this Agreement is, or shall at any time hereafter, be contrary to law, all remaining provisions of this Agreement shall remain in effect.

Article 27/ Smoking Policy

Smoking is prohibited throughout all Village facilities.

Article 28/ Management Rights

Section 1. The Village has the sole and exclusive right to exercise all the rights and functions of management.

The word "rights" in reference to management includes the right to:

1. manage the Village
2. schedule work
3. institute changes in procedures
4. direct the work force, including the rights to hire, promote, transfer, suspend, discipline or discharge.
5. determine services to be rendered to the community
6. determine location and use of facilities
7. determine fiscal policy and procedures
8. determine allocation and assignment of work force
9. determine administration of discipline
10. determine control and use of Village property
11. determine whether goods or services are made or purchased.

The listing above is not intended to be restrictive or act as a waiver of any fundamental rights of the employer (management).

Article 29/ Performance Evaluation

Section 1. The Village and CSEA agree to the implementation of a formal evaluation system for employees. Each Unit employee shall be evaluated on an annual basis, pursuant to the procedures and form mutually agreed to between the Village and CSEA 06/18/98 (Clinton County).

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this instrument to be executed by their proper officials and their seals affixed hereto as of this 24 day of July, 2003.

FOR THE VILLAGE:

Miriam Clalle 7/17/03
MAYOR Date

[Signature]
DIRECTOR OF H.R. Date

FOR CSEA:

Niki M. Bowen 7/24/03
Unit President Date

[Signature]
Date

[Signature]
Date

Shawn M. Jones 07/10/03
L.R.S. Date

JLT Retirement Counseling

John Kaiser - (800) 664-1106

CSEA/JLT Personal Insurance Lines

1-800-366-5273

www.jltservices.com

NY State Retirement System

toll free 1-866-805-0990

1 (518) 474-7736

www.osc.state.ny.us

CSEA/AFSCME Union Privilege Loan Program

1 (888) 235-2759, Ext. 09

8 a.m. and 8 p.m. Mon – Fri.

Magic Kingdom Club

Six Flags Parks

Anheuser Bush Theme Parks Club

Universal Studios Fan Club

Hershey Park

1- 800 -238-2539

Identify yourself as a **CSEA/AFSCME** Local 1000 Member
& Soc. Sec. number

CSEA/AFSCME Union Member's Mortgage and Real Estate Program

1-800-848-6466

8:30 a.m. to 7 p.m. Mon-Fri.

National Ear Care Plan

1-800-766-3363

9 am to 7 p.m. Mon-Fri

Rental Car Discounts

20% off daily rate

Budget 1-800 455-2848 ID# **V816100**

Avis ID# **B23700**

Union Plus Credit Card

for Application 1-800-522-4000

Broome County Civil Service Department

(607) 778-2186

Village Human Resources

(607) 757-2459

Blue Cross Blue Shield Health Benefits: Medical 1-(800) 633-6066

Drug 1-(800) 552-0053



Local 1000, AFSCME, AFL-CIO
143 Washington Ave., Albany, NY 12210

Danny Donohue, President

