



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Canton, Village of and Village of Canton Department of Public Works Employee Unit, CSEA Local 1000, AFSCME, AFL-CIO (2005)**

Employer Name: **Canton, Village of**

Union: **Village of Canton Department of Public Works Employee Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000**

Effective Date: **06/01/05**

Expiration Date: **05/31/10**

PERB ID Number: **7536**

Unit Size: **9**

Number of Pages: **18**

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

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

BCA | 7536

ARTICLES OF AGREEMENT

BY AND BETWEEN

DEPARTMENT OF PUBLIC WORKS EMPLOYEES

VILLAGE OF CANTON UNIT OF

THE ST. LAW. COUNTY LOCAL OF NEW YORK STATE

CIVIL SERVICE EMPLOYEES ASSOCIATION,

LOCAL 1000 AFSCME, AFL-CIO

AND

VILLAGE OF CANTON

60 MAIN STREET

CANTON, NEW YORK 13617

Effective: June 1, 2005

Expiration: May 31, 2010

Approved: May, 2006

RECEIVED

AUG 03 2007

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
30	ACCESS TO CONTRACT DOCUMENTS	13
24	ACCESS TO EMPLOYEES	12
25	AGENCY SHOP	12
18	CONTINUITY OF BENEFITS	11
23	DISCIPLINARY PROCEDURE	12
20	GRIEVANCE	12
13	HEALTH INSURANCE	10
10	HOLIDAYS	9
5	HOURS OF WORK AND OVERTIME	4
26	INFORMATION	13
11	LEAVE OF ABSENCE WITHOUT PAY	9
7	LONGEVITY	5
14	MINIMUM CALL OUT TIME	10
4	NO STRIKE NO LOCKOUT PROVISION	4
21	PAYROLL DEDUCTIONS	12
15	PROBATIONARY PERIOD	10
3	RECIPROCAL RIGHTS	3
2	RECOGNITION	3
12	RETIREMENT	10
27	RIGHT TO REVIEW PERSONNEL RECORDS	13
17	SAFETY	11
6	SALARY AND WAGE SCHEDULE	5
19	SENIORITY	11
16	SEPARATION FROM SERVICE	11
9	SICK LEAVE AND OTHER PROVISIONS	7
22	SUCCESSOR CLAUSE	12
31	TUITION REIMBURSEMENT	14
1	UNIT	3
8	VACATIONS	5
28	VOLUNTEER FIREFIGHTERS AND RESCUE SQUAD MEMBERS	13
29	ZIPPER CLAUSE	13
	APPENDIX A - Grievance Procedure	15
	APPENDIX B - Health Ins. Committee	18

PREAMBLE:

This Agreement made this 1st day of June, 2006 by and between the VILLAGE OF CANTON (hereinafter called the "Village") and the CIVIL SERVICE EMPLOYEES' ASSOCIATION, Inc., LOCAL 1000 AFSCME/AFL-CIO, (hereinafter referred to as the "Association").

ARTICLE 1: UNIT

Agreement will apply to all full time permanent and provisional Public Works Employees of the Village (herein referred to as Association members or Employees).

ARTICLE 2: RECOGNITION

2.1 The Association, having heretofore presented appropriate evidence that it represents the majority of the employees represented in Article 1 above, is therefore recognized as the employee organization representing said employees for the purpose of collective negotiations with the Village in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the Agreement herewith executed.

2.2 The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance and benefit program premiums for employees covered by this agreement. Separate deductions will be made for membership dues, agency shop fees, group life, accident and sickness, and supplemental life insurance and will be reflected separately on the employee's paycheck stub. An alphabetical listing of deductions should be sent to CSEA each pay period reflecting employee's name, social security number, and dollar amount deducted for dues, agency shop and for each insurance program. Separate checks covering the payroll deductions are to be submitted with the deduction information and made payable as follows: 1) Membership dues and agency shop fees - payable to CSEA, Inc., and 2) Group Life Insurance, Accident & Sickness Insurance and Supplemental Life Insurance - payable to Jardine Emmett & Chandler, Inc.

No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the Civil Service Employees Association.

ARTICLE 3: RECIPROCAL RIGHTS

The Association recognizes that the management of the Village shall have the sole and absolute rights, responsibility, and prerogative of management of the affairs of the Village and direction of the work force, including but not limited to the following:

- a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purpose of the Village.
- b) To establish or continue policies, practices, and procedures for the conduct of Village business and from time to time, to change or abolish such policy, practices, or procedures.
- c) To discontinue processes or operations or to discontinue their performance.
- d) To select and to determine the number and types of employees required to perform the Village's operations.
- e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Village, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- f) To insure that incidental duties connected with departmental operations whether enumerated in a job description or not, shall be performed by employees of the Village.

ARTICLE 4: NO STRIKE NO LOCKOUT PROVISION

The Association will not engage in a strike, or cause, or instigate, encourage or condone a strike as provided in Section 210 of the Public Employees Fair Employment Act, nor will the Village engage in, cause, instigate, condone or encourage a lockout.

ARTICLE 5: HOURS OF WORK AND OVERTIME

The basic work week for all Public Works Employees shall be eight (8) hours per day, 7:00 A.M. to 3:30 P.M., with ½ hour lunch break, five (5) days per week, Monday to Friday, forty (40) hours per week, except snow plowing and removal.

Any work in excess of the basic workweek shall be approved by the appropriate department head and compensated at 1-1/2 times the employee's hourly rate for each hour over 40 hours per week.

An employee's hourly rate should be the hourly rate shown in Article 6 for the employee's classification.

ARTICLE 6: SALARY AND WAGE SCHEDULE

6.1 Salary and Wage Schedule

The following wage rates shall be paid retroactive to June 1, 2005

<u>CLASSIFICATION</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>
Working Foreman I	20.13	20.75	21.39	22.05	22.73
Working Foreman II	19.38	20.00	20.64	21.30	21.98
Heavy Eq.Op./Mechanic	18.91	19.53	20.17	20.83	21.51
Mechanic	18.48	19.10	19.74	20.40	21.08
Heavy Eq. Op.	18.48	19.10	19.74	20.40	21.08
Light Eq. Op.	18.14	18.76	19.40	20.06	20.74
Water/Sewer Foreman	18.48	19.10	19.74	20.40	21.08
Water/Sewer Maint.	18.14	18.76	19.40	20.06	20.74
Laborer, After 2 yrs.	18.14	18.76	19.40	20.06	20.74
Laborer, After 1 yr.	16.74	17.36	18.00	18.66	19.34
Laborer, entry	15.46	16.08	16.72	17.38	18.06

6.2 Employees shall be paid bi-weekly.

ARTICLE 7: LONGEVITY

7.1 All permanent or provisional employees who have been on the payroll of the Village for five years shall receive a \$400.00 longevity increment effective on their anniversary date. For every five years additional service, an additional \$200.00 increment will be paid up to a maximum amount of \$1,200.00.

After the completion of 25 years of service the maximum will increase to \$1,300.00.

7.2 Longevity payments shall be disbursed to each eligible employee during the first pay period in the month of November each year.

ARTICLE 8: VACATIONS

8.1 All permanent or provisional full time Village employees may start to take vacation time one year after their date of hiring with credit for their first year of employment (including the first 6 months [see Article 15] at the following rate:

- After 1 year of continuous service - 5 working days vacation
- After 2 thru 5 years “ “ - 10 “ “ “
- After 5 years of continuous service- 15 “ “ “
- After 6 years of “ “ - 16 “ “ “

After 7 years of	“	“	- 17	“	“	“
After 8 years of	“	“	- 18	“	“	“
After 9 years of years	“	“	- 19	“	“	“
After 10 thru 14	“	“	- 20	“	“	“
After 15 thru 19	“	“	- 22	“	“	“
After 20 years	“	“	- 25	“	“	“

8.2 Vacation earned by an employee may be accumulated up to a maximum of forty-five (45) days. Unused vacation after said maximum accumulation shall be forfeited.

8.3 The department head or Village Superintendent may limit the number of employees on vacation at any one time.

8.4 Vacation requests for 3 or more consecutive days shall be submitted to the Department Head and Superintendent at least 4 weeks in advance for approval. Seniority shall prevail whenever possible in determining the choice of vacations.

If requested but not submitted 4 weeks in advance requests will be granted on a first come first requested basis. Vacations shall be approved in accordance with the workload of the department.

8.5 In the event a legal holiday falls within the vacation period, the holiday shall not be charged to vacation time.

8.6 Vacation shall not be taken in any amount smaller than one-half day increments.

8.7 Upon resignation and/or retirement of employment, employees shall be compensated for unused floating holidays, vacation and personal days within the fiscal year at their then hourly rate provided a two (2) week written notice of resignation and/or retirement is given and separation is for reasons other than of a disciplinary nature.

8.8 In the event an Association member is on vacation that member will be called into work only in emergency situations. Emergency situations to be determined by the Village.

ARTICLE 9: SICK LEAVE AND OTHER PROVISIONS

9.1 All full time employees of the Village shall be entitled to accumulate sick leave credits at the rate of one (1) day per month. Sick leave not used within a specific year may be accumulated up to a maximum of 190 working days.

9.2 Sick leave credit shall not be earned for the period an employee is on leave of absence without pay, or for any reason, taken off the Village payroll. Sick leave shall not be taken in any less than ½ day increments.

9.3 The Village Clerk's Office shall maintain individual sick leave records for each eligible employee.

9.4 An employee who is injured on the job and is eligible to draw workmen's Compensation benefits is specifically excluded from sick leave benefits of this agreement except that:

a) He may use all accumulated leave during the waiting period before compensation payments begin.

b) The Village shall, upon the request of the injured employee, supplement said employee's compensation payments to provide an amount equivalent to his normal pay rate by drawing on any unused accumulated sick and personal leave of that employee. In no case shall an employee on compensation receive more than his normal pay from the combined sources (Village and Compensation Board), nor shall the Village make any supplemental payments to the employee after all accumulated sick and personal leave has been used.

c) An employee receiving compensation payments while off the job shall be considered as being on leave of absence and said absence shall not constitute a break in service.

9.5 The Village Superintendent, after three (3) consecutive days of sick leave may require an employee who has taken sick leave to produce a doctor's certificate explaining the nature and degree of the sickness. Abuse of sick leave may result in disciplinary action.

9.6 Employees following completion of six months probationary period shall be eligible for three (3) personal days with pay during each year of this contract (said days shall not be accruable). Twenty-four (24) hours notice shall be given to the immediate supervisor or his designee, when possible. The supervisor may deny a request for personal time off if in the supervisor's judgment, the employees presence at work during that time is essential to the proper completion of the task to be carried out during the time requested as personal leave. Personal leave shall only be used to conduct personal business that is not possible to complete during off duty hours. Personal leave shall not be used to conduct other employment, to extend vacations or for recreation.

The Village will pay each employee 50% of daily rate with a minimum of \$50.00 for each personal day not used at the end of the fiscal year (May 31), or employee may elect to allow unused personal leave to accrue as sick leave. Employee must notify the Village Clerk in writing no later than June 1 in each year if he desires payment for unused personal leave or to have unused leave accrued as sick leave.

9.7 All permanent or provisional full time Village employees who have been in the service of the Village for six months as of June 1, shall be entitled to up to three (3) bereavement days with pay per instance. Said days are non-accruable from year to year, limited to deaths in the immediate family, and subject to the approval of the Public Works Foreman and/or Superintendent. The immediate family shall be defined as husband, wife, son, daughter, father and mother of the employee, brother or sister, parents of spouse of an employee, and grandparents of an employee.

9.8 Upon retirement or death of an Association member while employed by the Village, Association members or the member's estate shall be paid for 50% of accumulated sick leave. This will be paid at the member's hourly rate of pay on the last working day prior to his retirement or death.

9.9 Up to five (5) days of accumulated sick leave per year may be utilized for illness in the employee's immediate family, as defined in paragraph 9.7 of this Article, in situations requiring the direct, personal attendance of the employee upon the ill family member. Responsibility for verification of the need for attendance of the employee rests with the employee, and may be required by the Village if deemed necessary.

9.10 Effective June 1, 1996, and thereafter, the employees shall be entitled to receive an annual buy-back of unused sick leave accumulated that year, provided the employee has already accumulated 30 or more unused sick leave days and maintains no less than 30 days after conversion, to be paid the first payroll period of December. If elected, the Village shall pay the affected employee 50% of the value of each day purchased at the rate of pay in effect at that time.

An employee may elect to be paid in the first payroll period of December. The Village will buy back a maximum of 12 days of accumulated sick leave days, including carryover of unused sick and personal converted to sick leave the previous year, at the rate in effect at the time. The employee(s) total sick leave accumulation shall be reduced accordingly, day for day, and in no event shall fall below the 30 days of sick leave accumulation required to participate in this buy-back.

Request must be submitted by November 15th of that year to the payroll officer in the Village Clerk's Office.

ARTICLE 10: HOLIDAYS

All full time employees of the Village of Canton shall be entitled to the following holidays:

New Year's Day	Labor Day	Thanksgiving Day
Memorial Day	Gen. Election Day	Friday after Thanksgiving
Independence Day	Veteran's Day	Christmas Day
Columbus Day	1/2 day for Good Friday	

In Addition, full time employees shall be entitled to three (3) floating holidays/year, to be selected with prior approval of the Village Superintendent. [These days replace Washington and Lincoln's Birthdays and Martin Luther King Day.]

If a holiday falls on a Saturday, the holiday will be celebrated on Friday, if a holiday falls on Sunday, it will be celebrated on Monday. For any work on a holiday, employees shall be compensated double time pay for the actual number of hours worked.

For any work on a holiday, an employee shall be compensated at double time pay for a minimum of three (3) hours.

Effective June 1, 2000 and thereafter, the employee shall be entitled to receive an annual buy-back of unused floating holidays accumulated that year.

ARTICLE 11: LEAVE OF ABSENCE WITHOUT PAY

11.1 Requests for leaves of absence without pay must be submitted in writing to the employee's immediate supervisor stating the reason for, and the dates of, the leave.

11.2 Employees granted leave of absence without pay shall not be eligible to receive fringe benefits provided by the Village except to maintain health insurance coverage at the employee's expense.

11.3 Leave of absence without pay up to one month may be granted by the Village Superintendent. Leave of absence without pay up to six months may be granted to employees upon the recommendation of the Village Superintendent and approval of the Village Board of Trustees.

11.4 Maternity leave without pay up to six months duration may be granted when a pregnant employee so desires, after consultation with her doctor, but not later than when she is unable to perform her duties. A statement from the employee's doctor may be required to establish the employee's ability to perform and resume her duties.

11.5 The employee on maternity leave of absence may be permitted to reduce such leave without pay by the use of unused vacation, sick leave, personal leave, and compensatory time leave credits.

11.6 Leave of absence without pay for periods longer than provided for in this section must have the approval of the Village Board of Trustees.

ARTICLE 12: RETIREMENT

12.1 The Village shall continue in force all provisions of the New York State Non-Contributory 1/60 retirement plan for all Association members in Tier 1 and Tier 2 plan 75-G and the Co-ESC Retirement plan for Tier 3 or Tier 4 Association members.

12.2 As of July 1, 1991, the Village adopted Sect. 75-i, the New Career Plan, of the New York State Employee's Retirement System for all eligible bargaining unit members.

ARTICLE 13: HEALTH INSURANCE

13.1 The current health insurance plan shall remain in full force and effect until such time as the Excellus Blue EPO Balance health insurance plan is effective. The Village shall pay one hundred percent (100%) of the cost of the premium for all employees and their dependents.

The Village shall provide a prescription plan with employee co-pay of \$10.00/\$25.00/\$40.00 for Generic, Preferred and Non-Preferred and Non-Preferred, respectively.

13.3 It is agreed that the Village may change carriers provided that no change in benefit levels occur.

ARTICLE 14: MINIMUM CALL OUT TIME

The Village agrees that the minimum call-out time for all hourly employees shall be three (3) hours. This minimum call-out provision does not apply to continuation of the regular workday. Call-out means being called into work between the hours of 4:30 P.M. and 6:00 A.M. except for snow plowing and removal.

ARTICLE 15: PROBATIONARY PERIOD

The probationary period of each employee shall be one (1) year and during that time only the use of sick time and bereavement time will be allowed.

ARTICLE 16: SEPARATION FROM SERVICE

16.1 Under certain specific conditions, an employee who has been separated from Village employment and subsequently is re-employed is eligible to receive credit for total length of service when calculating eligibility for vacation and longevity benefits. Specifically, he must have at least three (3) consecutive years of service prior to separation and at least three (3) years of consecutive service after his first re-employment. No employee shall receive credit for prior years service if he has had more than one separation from the Village.

16.2 Any separation from service must be preceded by a two (2) week written notice, otherwise all accumulated benefits shall be forfeited.

ARTICLE 17: SAFETY

17.1 The Village shall provide or reimburse by voucher, upon receipt of proof of purchase, eligible employees up to a maximum of \$250.00 per year for the purchase of one pair of steel-toe safety shoes and appropriate work clothes including gloves (appropriate as determined by the Village Superintendent). If the employee makes purchases from a vender not pre-approved by the Village sales tax will not be reimbursed.

ARTICLE 18: CONTINUITY OF BENEFITS

Unless otherwise specifically stated above, this agreement assures that all rights, privileges or benefits, specified in the June 1, 2000 - May 31, 2005 agreement between the Village and Public Works Employees, shall not be reduced, changed, or impaired except by mutual agreement.

ARTICLE 19: SENIORITY

The seniority of each employee dates from his first date of his most recent full time employment with the Village. Layoffs, within a particular job classification, promotions and transfers shall be governed by seniority with due consideration to fitness, skill, ability and competence. In the case of promotions and transfers, the most senior full time employee will have first consideration. Following fair and equitable consideration to all eligible employees, consideration will then be given to temporary employees. Only after having considered the full and part time employees will the Village consider applicants from the outside.

ARTICLE 20: GRIEVANCE

The grievance procedure for the Public Works employees shall be specified under Appendix A, attached to this contract.

ARTICLE 21: PAYROLL DEDUCTIONS

21.1 The Village will make deductions for savings accounts from employee's payroll checks, after written authorization has been submitted by the employee to the Village Clerk and at the option of the employee.

ARTICLE 22: SUCCESSOR CLAUSE

This agreement shall be binding upon the employer and its successors, assignees, lessees or transferees of the employer or any other parties to contracts with the employer, which successors, assignees, lessees, or transferees of parties provide service similar to those provided by members of the bargaining unit represented by CSEA, Inc.

ARTICLE 23: DISCIPLINARY PROCEDURE

The disciplinary procedure that will be applicable to all employees in the bargaining unit shall be Civil Service Law S75 and S76 of the State of New York.

Should the employee and the Association disagree with the determination of the hearing officer, the decision may be submitted to arbitration in accordance with the provisions of Section IV, paragraph 10 of Appendix A, Grievance Procedure, of this Agreement.

ARTICLE 24: ACCESS TO EMPLOYEES

The Village shall allow access by representatives of the Association to its members of the Association for the Village on premises or other property owned or occupied by the Village of Canton during the basic work week as defined by Article 5 of this agreement for the conduct of union business, but said access shall be limited so that there shall be no interference by the representatives of the Association in the employee's ability to perform his duties for the Village.

ARTICLE 25: AGENCY SHOP

The Civil Service Employees Association, Inc., having been recognized as the exclusive representative of employees within the bargaining unit represented by this agreement, shall have deductions made in the wages or salaries of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a list of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224.

ARTICLE 26: INFORMATION

On the effective date of this agreement, the Village shall supply to the Association a list of all permanent employees in the bargaining unit, showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction, and first date of employment. Such information shall hereinafter be provided to the Association on an annual basis.

The Village shall supply to the Association on a annual basis the name, item number and work location and date of hire of all new permanent employees. The Village shall supply a list of all permanent employees showing the item number and work location, who terminate their employment during the term of this agreement.

ARTICLE 27: RIGHT TO REVIEW PERSONNEL RECORDS

27.1 All employees covered by this agreement shall have the right to review their personnel folder. Advance notice, in writing, will be required.

27.2 Employees will be notified of all derogatory material placed in their personnel folder.

27.3 Employees shall have the right to submit a rebuttal of reasonable length on any derogatory material placed in his/her personnel folder.

27.4 Employees may request that derogatory material other than performance evaluation and disciplinary decisions be removed from their personnel folder after a period of two years, provided there is no reoccurrence of an incident of a similar nature.

ARTICLE 28: VOLUNTEER FIREFIGHTERS AND RESCUE SQUAD MEMBERS

The current Village of Canton policy regarding volunteer firemen and volunteer rescue squad workers leaving employment to participate in these volunteer duties that are a benefit to the community in general, shall be maintained without change by the Village of Canton.

ARTICLE 29: ZIPPER CLAUSE

Any and all rights, benefits or privileges now being enjoyed by the association, not covered by this contract, shall remain in effect unless changed through the collective bargaining process.

ARTICLE 30: ACCESS TO CONTRACT DOCUMENTS

The Village agrees to reproduce a sufficient number of copies of the contract to provide each employee with a copy and the Association agrees to distribute copies of the contract to all

employees.

ARTICLE 31: TUITION REIMBURSEMENT

All full time employees shall be eligible for instructional and training reimbursement based on the following conditions: 1) Such training is beneficial and applicable to an employees job tasks, 2) the employee shall request prior approval of the Village Board of Trustees, setting forth the direct cost to the Village for tuition or fees, and any indirect cost if time away from scheduled work is involved, and 3) the employee shall be reimbursed in full for the approved amount, upon successful completion of the course.

ARTICLE 32: CDL FEE

The Village shall reimburse eligible employees up to \$50.00 for the renewal of the CDL portion of the employee's driver's license. Reimbursement will be made by voucher upon proof of renewal.

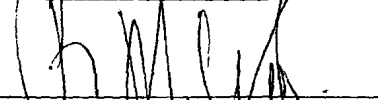
ARTICLE 33: UNION MATTERS & NEGOTIATIONS

Eligible Employees: Only the President and Stewards designated by the Union shall be allowed release time, without loss of pay or leave credits, for the following activities:


- To investigate and present grievances;
- To attend grievance arbitration hearings

33.1 Eligible Employees: Employees designated by the Union shall be allowed release time, without loss of pay or leave credits, to participate in collective bargaining negotiations if it is determined by the Village that collective bargaining can only be held during working hours. If collective bargaining takes place after "regular" working hours the designated employees will be expected to work a full workday. No overtime will be paid for collective bargaining hours.

IN WITNESS WHEREOF, We have hereunto affixed our signatures on this _____ day of _____, 2006.

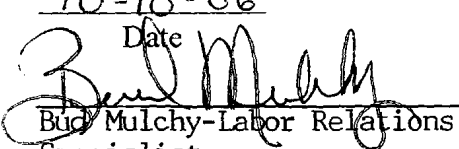


 Robert N. Wells, Jr., Mayor



 Richard B. Delorme, President
 CSEA- Dept. Public Works

8/25/06
 Date

10-10-06
 Date


 Bud Mulchy-Labor Relations
 Specialist

9/29/06

APPENDIX A

GRIEVANCE PROCEDURE FOR VILLAGE EMPLOYEES

VILLAGE OF CANTON

SECTION I: Statement of Policy

In order to establish an orderly, harmonious and cooperative relationship between the government of the Village of Canton and the employees of the Village, and in order to help ensure that all Village employees shall have the full benefit of their legal rights as public employees, it is hereby stated to be the purpose of this declaration of grievance procedure to provide for the settlement of differences between Village employees and the government of the Village of Canton through procedures under which employees may present grievances, free from coercion, interference, restraint, discrimination or reprisal, and in an orderly fashion providing full rights of notice and opportunity to be heard for all necessary parties to any dispute between a village employee and the government of the Village of Canton, and excepting all such persons subject by reason of their contract of employment with the Village of Canton to other grievance procedure.

SECTION II: Definitions

As used herein, the following terms shall have the following meanings:

1. "Village employee" shall mean any person directly employed and compensated by the Village of Canton, except persons employed in the legislative or judicial branch thereof.
2. "Supervisor" shall mean any person, regardless of title, who was assigned to exercise any level of supervisory responsibility over public employees.
3. "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the existing laws, rules, procedures, regulations, administrative orders or work rules of the Village of Canton or any department or agency thereof which relate to Village employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; such term shall not include matters involving a village employee's rate of compensation, retirement benefits, or matters otherwise reviewable pursuant to law or to any rule or regulation having the force and effect of law.
4. "Grievance Review Board" shall mean a group of at least three (3) members, consisting of at least three (3) Village Trustees, all of whom are designated by the Mayor of the Village of Canton for the purpose of hearing and determining Village employee grievances as hereinafter set forth, and

shall serve as members of the Grievance Review Board at the pleasure of the Mayor.

SECTION III: Grievance; Time and Manner of Filing

Any Village Employee who shall believe that he has a grievance as defined herein shall file said grievance within thirty (30) days of the time that all necessary acts or omissions giving rise to the grievance shall have occurred. In the event, however, that the existence of the said facts and circumstances shall not have been known to the employee at the time of their occurrence, or within a reasonable time thereafter, and that the said village employee shall not have been able, with reasonable diligence, to ascertain such facts within a reasonable time of their occurrence, the said grievance may be filed in accordance with the procedures herein set forth within thirty (30) days of the time at which the village employee first obtained knowledge of the facts and circumstances giving rise to the grievance.

SECTION IV: Procedure for Determination of Grievances

All grievances filed by any village employee shall be heard, administered and determined according to the procedures hereinafter set forth:

1. Any employee shall present any grievance, as hereinabove defined, to his immediate supervisor orally or in writing; any such grievance may be presented by the employee personally, or through a designated representative of the employee.
2. Within five (5) working days of the presentation of such grievance, the immediate supervisor of the employee shall investigate such grievance and shall have the right, to such extent, as the said supervisor may deem appropriate, to consult with said supervisor's superiors.
3. No later than five (5) working days after the presentation of the grievance by the village employee, the said supervisor shall respond to the grievant with an approval or denial of the grievance; said response shall be in writing if the initial grievance was written, and may be oral or in writing if the initial grievance was filed orally.
4. In the event that the grievance is not resolved to the satisfaction of the village employee, the village employee shall request in writing, a review and determination of the grievance by the Village Superintendent, or his designee. This written request for review and determination shall include the specific nature of the grievance and the facts relating thereto and the immediate supervisor of the said village employee may also submit a written statement setting forth the specific nature of the grievance and the facts relating thereto.
5. If the village employee shall request a hearing, the Village Superintendent shall hold an informal hearing at which the village employee and/or his representative(s) may appear and present oral and

written statements or arguments. If such request is made, such hearing shall be held within ten (10) working days of the request for such hearing.

6. The Village Superintendent shall make a written approval or denial of the grievance within ten (10) working days of the filing of the grievance with the Village Superintendent, or within ten (10) working days of the holding of the informal hearing requested by the village employee, if any, whichever shall be later. A copy of said written approval or denial shall be furnished to the grievant by the Village Superintendent and shall be filed, in the event of the denial of the grievance, with the Grievance Review Board of the Village of Canton. In the event of such denial, the submission to the grievant and to the Grievance Review Board shall include a statement of reasons for denial of the grievance on the part of the Village Superintendent.

7. If the grievance of the village employee is not resolved to the mutual satisfaction of the Village Superintendent and the employee, the village employee may request, in writing, a review by the Grievance review Board of the Village of Canton. Such request for review by the Grievance Review Board shall be made within fifteen (15) working days of the determination of the Village Superintendent as hereinabove set forth.

8. Any village employee who shall apply, in writing, for review and determination of his grievance before the Grievance Review Board shall be granted a hearing before such Board, or by one or more of its members designated by the Board to act on its behalf; in the event that less than the full Board presides at such a hearing, however, the member or members thereof conducting such hearing shall render a report thereon to the full Board and the full Board shall thereupon make its own report.

9. The report of the Grievance Review Board shall contain a statement of the Board's findings of fact, conclusions and advisory recommendations, and shall state whether such Board approves or denies the grievance. A copy of this report shall be furnished to the employee, his representative, if any, the Village Superintendent, and the Mayor of the Village of Canton. Such report and determination shall be made within fifteen (15) working days of the hearing before the Grievance Review Board if said hearing is conducted by the full Grievance Review Board. If the hearing shall have been conducted by less than the full Board, the member or members presiding at such hearing shall make the report to the full Board within fifteen (15) working days of the said hearing and the full Board shall submit its written determination and decision within fifteen (15) working days of the report to the full Board from the member or members presiding at the hearing.

10. Should the CSEA not be satisfied with the findings of the Board, they may appeal the decision to Arbitration by filing a letter of intent with the Mayor within fifteen (15) days of the receipt of the decision of the Grievance Review Board. The facilities and rules of the Public Employees Relations Board Arbitration Service shall be used. The cost of the Arbitration shall be born equally by the parties and the decision of the Arbitrator shall be final and binding on both parties.

APPENDIX B

Health Insurance Review Committee

It is agreed that the Village will assist and participate in establishing a Committee to review current Health, Dental and Vision coverage with other bargaining units. The Committee will be charged with investigating alternative coverage(s) or carriers that would be cost effective.