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#### **Contract Database Metadata Elements**

Title: **East Aurora, Village of and East Aurora Department of Public Works Unit, CSEA, Local 1000, AFSCME, AFL-CIO, Erie County Local 815 (2002)**

Employer Name: **East Aurora, Village of**

Union: **East Aurora Department of Public Works Unit, CSEA, AFSCME, AFL-CIO**

Local: **1000, Erie County 815**

Effective Date: **06/01/02**

Expiration Date: **05/31/06**

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BC/7559

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# AGREEMENT

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by and between the

VILLAGE OF EAST AURORA

and

CSEA, Local 1000 AFSCME,  
AFL-CIO



East Aurora Dept. of Public Works Unit  
Erie County Local 815

**RECEIVED**

JUL 13 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**June 1, 2002 - May 31, 2006**



**EMPLOYEES HIRED BETWEEN  
JUNE 1, 2002 - MAY 31, 2003**

|                                 | <u>80%</u> | <u>85%</u> | <u>90%</u> | <u>95%</u> | <u>02/03 RATE</u> |
|---------------------------------|------------|------------|------------|------------|-------------------|
| WORKING CREW CHIEF              | \$17.54    | \$18.64    | \$19.74    | \$20.83    | \$21.93           |
| MECHANIC                        | \$16.18    | \$17.20    | \$18.21    | \$19.22    | \$20.23           |
| CARETAKER/METER<br>REPAIRWORKER | \$15.40    | \$16.36    | \$17.33    | \$18.29    | \$19.25           |
| MEO II                          | \$15.40    | \$16.36    | \$17.33    | \$18.29    | \$19.25           |
| MEO III                         | \$14.77    | \$15.70    | \$16.62    | \$17.55    | \$18.47           |

**EMPLOYEES HIRED BETWEEN  
JUNE 1, 2003 - MAY 31, 2004**

|                                 | <u>80%</u> | <u>85%</u> | <u>90%</u> | <u>95%</u> | <u>03/04 RATE</u> |
|---------------------------------|------------|------------|------------|------------|-------------------|
| WORKING CREW CHIEF              | \$17.99    | \$19.12    | \$20.24    | \$21.37    | \$22.49           |
| MECHANIC                        | \$16.63    | \$17.40    | \$18.71    | \$19.75    | \$20.79           |
| CARETAKER/METER<br>REPAIRWORKER | \$15.85    | \$16.84    | \$17.83    | \$18.82    | \$19.81           |
| MEO II                          | \$15.85    | \$16.84    | \$17.83    | \$18.82    | \$19.81           |
| MEO III                         | \$15.23    | \$16.18    | \$17.14    | \$18.09    | \$19.04           |

**EMPLOYEES HIRED BETWEEN  
JUNE 1, 2004 - MAY 31, 2005**

|                                 | <u>80%</u> | <u>85%</u> | <u>90%</u> | <u>95%</u> | <u>04/05 RATE</u> |
|---------------------------------|------------|------------|------------|------------|-------------------|
| WORKING CREW CHIEF              | \$18.44    | \$19.59    | \$20.75    | \$21.90    | \$23.05           |
| MECHANIC                        | \$17.08    | \$18.15    | \$19.22    | \$20.28    | \$21.35           |
| CARETAKER/METER<br>REPAIRWORKER | \$16.30    | \$17.31    | \$18.33    | \$19.35    | \$20.37           |
| MEO II                          | \$16.30    | \$17.31    | \$18.33    | \$19.35    | \$20.37           |
| MEO III                         | \$15.68    | \$16.66    | \$17.64    | \$18.62    | \$19.60           |

**EMPLOYEES HIRED BETWEEN  
JUNE 1, 2005 - MAY 31, 2006**

|                                 | <u>80%</u> | <u>85%</u> | <u>90%</u> | <u>95%</u> | <u>05/06 RATE</u> |
|---------------------------------|------------|------------|------------|------------|-------------------|
| WORKING CREW CHIEF              | \$18.89    | \$20.07    | \$21.25    | \$22.43    | \$23.61           |
| MECHANIC                        | \$17.53    | \$18.62    | \$19.72    | \$20.81    | \$21.91           |
| CARETAKER/METER<br>REPAIRWORKER | \$16.74    | \$17.79    | \$18.84    | \$19.88    | \$20.93           |
| MEO II                          | \$16.74    | \$17.79    | \$18.84    | \$19.88    | \$20.93           |
| MEO III                         | \$16.13    | \$17.14    | \$18.14    | \$19.15    | \$20.16           |

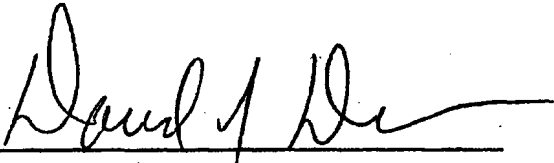
**ARTICLE 27**  
**CONCLUSION OF NEGOTIATIONS**

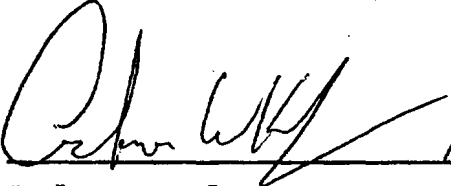
This Agreement is the entire agreement between the Village and CSEA and terminates all prior agreements and understandings and concludes all collective negotiations during its term.

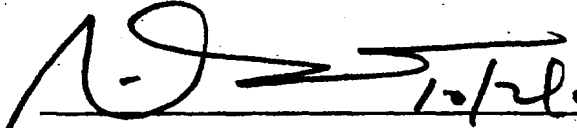
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above written.

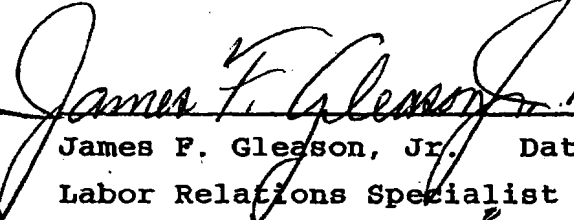
VILLAGE OF EAST AURORA

THE EAST AURORA DEPARTMENT OF  
PUBLIC WORKS UNIT OF THE CIVIL  
SERVICE EMPLOYEES ASSOCIATION,  
INC.

  
\_\_\_\_\_  
David DiPietro                      Date  
Mayor

 10-4-02  
\_\_\_\_\_  
Andrew Kaufman                      Date  
Unit President

 10-4-02  
\_\_\_\_\_  
Nicholas Sargent                      Date  
Village Attorney

 10-4-02  
\_\_\_\_\_  
James F. Gleason, Jr.                      Date  
Labor Relations Specialist

**ARTICLE 26**  
**TERMS OF AGREEMENT**

This Agreement shall be effective as of the first day of June, 2002 and shall remain in full force and effect until the 31st day of May, 2006 shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Agreement shall then remain in full force and effect during the entire period of negotiations for a modification of this agreement, and shall automatically be extended until such time as a new or modified agreement is approved by both parties, effective date of termination notwithstanding.

**Section 2:** Any employee hired after June 1, 1986 shall start at a wage rate that is eighty percent (80%) of the wage rates that existing employees in the same job classification are presently receiving. Said employee, on the anniversary dates of his employment shall automatically receive successive five percent (5%) step increases (as well as negotiated wage increases) until such time as his wages are equal to the maximum rate of pay of said title. Employees shall be paid by the employer every second Friday during the period covered by this Agreement.

**ARTICLE 25  
LONGEVITY PAYMENTS**

|   | <u>2002-2003</u> | <u>2003-2004</u> | 2004-2005        | 2005-2006        |
|---|------------------|------------------|------------------|------------------|
| Employees with 5 years but less than 10 years continuous service  | 600<br>Annually  | 900<br>Annually  | 900<br>Annually  | 900<br>Annually  |
| Employees with 10 years but less than 15 years continuous service | 625<br>Annually  | 1100<br>Annually | 1100<br>Annually | 1100<br>Annually |
| Employees with 15 years but less than 20 years continuous service | 750<br>Annually  | 1200<br>Annually | 1200<br>Annually | 1200<br>Annually |
| Employees with 20 years but less than 25 years continuous service | 775<br>Annually  | 1350<br>Annually | 1350<br>Annually | 1350<br>Annually |
| Employees with 25 years or more continuous service                | 800<br>Annually  | 1500<br>Annually | 1500<br>Annually | 1500<br>Annually |

Such longevity bonus will be payable in the next payroll period after the anniversary date. It will be a separate check. If the employee leaves the Village before his/her anniversary date, he/she will receive a prorated amount.

provisions herein and that all employment, promotion, upgrading, demotion and termination shall be accomplished without regard to any employee's race, color, creed, sex, political persuasion, age or involvement in CSEA activities or collective bargaining negotiations.

ARTICLE 23

AGENCY SHOP

Section 1: The CSEA having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of CSEA in an amount equivalent to the dues levied by CSEA, and the Village shall make such deductions and transmit the sum so deducted to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

Section 2: The CSEA agrees to hold the Village safe and harmless because of said deduction.

ARTICLE 24

WAGES

Section 1: The parties to this Agreement agree that employees covered by this Agreement shall be paid at the following wage rates:

| <u>TITLE</u>                    | <u>JUNE 1, 2002</u> | <u>JUNE 1, 2003</u> | <u>JUNE 1, 2004</u> | <u>JUNE 1, 2005</u> |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|
|                                 | <u>TO</u>           | <u>TO</u>           | <u>TO</u>           | <u>TO</u>           |
|                                 | <u>MAY 31, 2003</u> | <u>MAY 31, 2004</u> | <u>MAY 31, 2005</u> | <u>MAY 31, 2006</u> |
| Working Crew Chief              | \$21.93             | \$22.49             | \$23.05             | \$23.61             |
| Mechanic                        | \$20.23             | \$20.79             | \$21.35             | \$21.91             |
| Caretaker/Meter<br>Repairworker | \$19.25             | \$19.81             | \$20.37             | \$20.93             |
| MEO II                          | \$19.25             | \$19.81             | \$20.37             | \$20.93             |
| MEO <del>III</del>              | \$18.47             | \$19.04             | \$19.60             | \$20.16             |
| Recycling Coordinator           | .45                 | .47                 | .49                 | .51                 |



Section 2: The parties further agree to meet within thirty (30) days to renegotiate the subject matter of any such negotiated section or clause. Failure to reach agreement in connection with renegotiating said subject matter shall not affect the validity of the remaining portions of this Agreement.

**ARTICLE 21**  
**SUCCESSOR CLAUSE**

The Village agrees to bargain with CSEA concerning decisions to subcontract, transfer or assign operational services presently performed exclusively by unit members to private subcontractors, transferees or assignees. The Village also agrees to bargain with CSEA concerning the affect of any such decision on unit personnel.

CSEA agrees that the Village of East Aurora shall be allowed to subcontract the bargaining unit work of collection of sanitation (garbage) and recycling.

The Village of East Aurora agrees no bargaining unit employee will be laid off, terminated and/or displaced as a result of the subcontracting of the sanitation and recycling work.

The Village also agrees that all other work currently being performed by bargaining unit employees is exclusively CSEA bargaining unit work and it is not the intent of the Village to increase the scope of the contracting for services being provided by CSEA bargaining unit employees.

**ARTICLE 22**  
**DISCRIMINATION**

The parties to this Agreement agree there will be no discrimination with respect to race, color, creed, sex or political persuasion of any employee; that all employees covered by this Agreement shall receive the full protection of the

The said notice will show:

1. Job Title,
2. Rate of Pay,
3. Location,
4. A space for interested employees to sign their names.

(b) After five (5) working days, the most senior employee shall be offered the position if he/she meets the following qualifications: 1. Physical ability, 2. Aptitude, 3. Seniority with (1.) and (2.) being equal, (3.) will be determinative.

If no employee has bid or the Village determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. A position that is to be filled, will be posted for a period of five (5) workdays. However, the discretion as to whether a vacancy will be filled remains with the Village.

Up to the first twelve (12) weeks on the new job shall be considered a trial period. If the Village determines that the job is not satisfactorily performed, he/she shall be returned to his/her former job and the position shall be filled at the discretion of the Village. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

Section 4: The Village shall provide for sick/vacation leave notification to employees at a minimum of bi-yearly.

## ARTICLE 20 SAVINGS CLAUSE

Section 1: If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provisions and such holding shall not affect the validity of the remaining portions of this Agreement.

discharge or otherwise any employee(s) who has successfully completed his/her initial probationary period, provided however that any reference in such Section to a hearing officer shall be deemed to mean an arbitrator appointed by the New York State Public Employees Relations Board (PERB). All costs involved in such arbitration shall be borne equally between the parties and decisions rendered shall be final and binding on the parties and on the employee (s) who is affected.

**ARTICLE 19**  
**WORKING CONDITIONS**

**Section 1:** All employees are required to perform their assigned duties in a safe and efficient manner recognizing that their conduct reflects the good image of the employer at all times.

**Section 2:** The employer agrees to furnish each employee required to perform duties outside during inclement weather with normal wet weather clothes. This shall include one pair of boots and a complete rain outfit. A record card shall be filed with the department head by each employee stating the required size and the date of receipt of clothing. The Village shall provide two pair of safety shoes selected by the Village for all employees. All employees shall be required to wear these during working hours unless exempted by the Superintendent of Public Works due to extenuating circumstances. Shoes and raingear will be replaced on an as needed basis, as determined by the Superintendent of Public Works. Damaged or worn out articles must be turned in before receipt of replacements. Each employee shall be responsible to maintain such clothing issued in good condition.

**Section 3:** If a vacancy occurs in the Village Department of Public Works, or in the position of custodian of the Village Hall, the parties hereto agree that the following procedure shall be followed:

(a) Notice of the position to be filled will be posted on the official bulletin board for a period of five (5) working days.

### Step III

If such grievance cannot be quickly handled, the president or Labor Relations Specialist of the CSEA may appeal in writing to the Mayor of the Village. The Mayor or the Mayor's representative or representatives will discuss the grievance with the CSEA Grievance Committee within fifteen (15) calendar days of receipt of the original report. A grievance on the same or similar issue or issues affecting two (2) or more employees, may be filed at this step (Group Grievance).

### Step IV

In the event the dispute is not satisfactorily settled within this period, either party can take the grievance to arbitration, upon service of written notice to the other party of its intention to do so. This notice shall be served within thirty (30) calendar days after the close of discussion. In the event neither party files such notice, the matter will be considered closed and not subject to further appeal.

### Step V Arbitration

The parties agree that when a grievance is moved to the point of arbitration, the parties will utilize the New York State Public Employment Relations Board (PERB) to resolve the grievance. All costs involved in the arbitration of a grievance shall be borne equally between the parties and decisions rendered shall be final and binding on the parties and on the employee who is affected.

The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement.

## ARTICLE 18

### DISCIPLINE AND DISCHARGE

The provisions of Section 75-76 of the Civil Service Law shall be followed in any case where the Village seeks to discipline, by

2. Dismissal for cause;
3. Absence without leave or notification for five (5) consecutive working days, unless due to emergency; or
4. Being off the Village payroll, for any reason for a period of one (1) year, except as a result of an illness or layoff, the latter of which shall be defined as a reduction of workforce.

ARTICLE 17  
GRIEVANCE PROCEDURE

This agreement is made in accordance with a cooperative spirit and sense of fairness and justice as to the adjudication of employee grievances. In the event that an employee or union feels that his/her rights and privileges under this Agreement have been impaired, the following steps shall be taken:

**Step I**

The aggrieved employee shall first, at the earliest convenient time, call the attention of the steward to this matter. The steward in turn, before five (5) business days have elapsed, shall arrange a meeting with his/her immediate supervisor.

If, after this meeting with the supervisor, a satisfactory solution cannot be worked out, the steward shall notify the president of the CSEA.

**Step II**

If upon hearing the grievance, the President or Labor Relations Specialist of the CSEA deems it necessary, he/she shall notify the department head in writing, of such difficulty, and request a meeting within the next five (5) business days. Such meeting shall be scheduled for one half (1/2) hour before the end of the work period on a working day and all parties to the grievance shall be required to be present.

## ARTICLE 16

### SENIORITY

Each employee covered by this Agreement shall have seniority. Seniority is length of continuous service in a title or titles covered by this Agreement.

Seniority will govern in filling vacancies, layoffs and recalls from layoff, and all other instances in which length of service is a factor, such as longevity payments, vacation entitlement and vacation scheduling. Employees will be laid off in the inverse order of their seniority, with the individual in the affected title with the least seniority being laid off first. An employee who is laid off may displace an individual in a lower job title with less seniority. An employee who exercises his/her displacement rights under this paragraph will be paid the rate for the lower title.

Employees will be recalled from a layoff in the reverse order of layoff, with the individual having the most seniority being recalled first. An employee on layoff will retain recall rights for four (4) years from the date of layoff. Thereafter, the Village will not be required to recall the individual and the employee's seniority will be terminated.

Notice of recall will be sent by registered mail, return receipt requested, to the last known address appearing in his/her personnel file. It is the responsibility of the employee to advise the Village of changes of address. An employee who fails to report when recalled to work will be considered to have terminated employment.

In addition to not being recalled with four (4) years, or failing to report when recalled, seniority will be broken and employment terminated for the following reasons:

1. Voluntary termination, including retirement, unless reinstatement within one (1) year;

this Agreement will so contribute to the cost of providing such disability benefits insurance during the term of this Agreement.

**Section 6:** During the annual enrollment period, an employee who is eligible for coverage, at his/her option, may waive health insurance coverage and receive 50% of the value of the employee's health insurance plan. The employee will receive a lump sum cash payment in the last pay period in May of each year that the employee waives coverage.

The Employee (and their eligible dependents) must have other health insurance to be able to elect this option.

The Employee can change their election only during the open enrollment period which is the month of May of each year. The only exceptions to this rule is if the employee has one of the following qualified family status changes:

1. Marriage
2. Divorce
3. Birth or Adoption of a Child
4. Death of a Spouse or Dependent Child
5. The Employee or their spouse begin or end employment or switch between full time and part time employment.

If the Employee has a qualified family status change or if the employee's initial eligibility date occurs during the eligibility year, the employee shall be eligible for a pro-rata share of the health insurance waiver.

**Section 7:** An employee and his or her spouse covered under this article, where there are no other dependents who are eligible for coverage will be provided, as long as there is no diminishment of benefits, with either one (1) family health insurance plan or two (2) single health insurance plans, at the option of the Village.

substantially similar coverage, (including the cost of the coverage) is not available from other sources to the disabled employee, his/her spouse or the spouse of a deceased employee. In the event that the disabled employee or spouse of a deceased employee contests the Village's determination that substantially similar coverage is available, the union on their behalf may utilize the grievance procedure set forth in this agreement.

#### Section 2: Dental Insurance Plan

The Village agrees to provide and pay the full cost of a Family Dental Plan for all full time employees covered by this Agreement through the Employee Benefit Fund, Equinox Dental Plan. The cost of the plan will be based on the composite rate.

#### Section 3: Vision Care Plan

The Village will provide all full time employees with the Employee Benefit Fund Platinum 12 Family Plan at no cost to the employee. The cost of the plan will be based on the composite rate.

Section 4: All regular full time employees shall be entitled to receive from the Village Group Life Insurance Plan, life insurance coverage in the amount of twenty thousand (\$20,000) dollars, fully paid by the Village.

Section 5: The Village agrees to provide "disability benefits" insurance for employees covered by this Agreement in accordance with the provisions of Article 9 of the New York State Worker's Compensation Law providing benefits to such employees eligible therefor by reason of disability resulting from injury or sickness not arising out of and in the course of employment by the Village, provided the employees covered by this Agreement contribute his/her share of the cost of such disability benefits insurance in accordance with the provisions of Article 9 of the Workers' Compensation Law; and the CSEA agrees that employees covered by



Riders for the plans shall include a prescription drug plan (no contraceptives) with a co-pay not to exceed \$5/\$20/\$40, dependent/student ages (age limit as applicable to plan), Prosthetics and Appliances.

Employees hired after June 1, 2002 will pay 25% of the cost of the monthly health insurance premium for the first ten (10) years of employment with the Village. The employee's contribution for health insurance will be reduced to 15% after ten (10) years of employment and 10% after fifteen (15) years of employment. The employee's contribution shall be paid through bi-weekly payroll deductions.

Section 1 (b): In the event an individual covered by this agreement dies while in the employment of the Village or receives a disability retirement from the Village after having at least ten (10) years of service with the Village, the Village agrees to provide such disabled employee and family or the family of a deceased employee the benefits provided pursuant to Section 1 (a) hereof, subject to the following:

- (1) The benefit will not be provided if the cause of disability retirement arises out of an employment or self-employment other than employment with the Village.
- (2) The benefit shall be payable to the children of such deceased or disabled employee until such children reach the age limit as determined by the health insurance plan(s) then in effect.
- (3) The benefit shall be payable to the spouse of a deceased or disabled employee until such spouse remarries or reaches age 65, whichever event occurs first.
- (4) Such benefit shall only be provided during that period of time that the disabled employee, his/her spouse or the spouse of a deceased employee demonstrates, in writing to the Village, that

**Section 4:** Every effort will be made to distribute overtime on the basis of length of service within the job classification involved. However, length of service within job classifications may not apply in situations where employees functioning as a team, are called upon to work overtime as a team. Other overtime allocations (leaf pick up, road salting, special events) shall be based on a rotational basis for each occurrence, taking into account specialized areas of expertise. The Superintendent of Public Works may schedule a team to work as necessary.

**Section 5:** The authorization of overtime shall be in the sole discretion of the Department Head.

**Section 6:** Overtime will be posted and updated on a chart on the bulletin board in the lunch room and updated as required.

**Section 7:** The Village will provide a minimum of forty-eight (48) hours notification to Village employees when scheduling overtime for special events (celebrations).

In emergencies or circumstances which are beyond the Village's control, (example: an employee scheduled to work the special event is unable to work) the forty-eight (48) hour notification requirement will be waived.

## **ARTICLE 15**

### **INSURANCES**

#### **Section 1: Health Insurance**

**Section 1(a):** The Village agrees to provide and pay the full cost of one of the following health insurance plans:

Community Blue Option II

Univeral Health Care Plan - Preferred

ARTICLE 13  
HOURS OF WORK

The normal working day will be 7:00 a.m. to 3:30 p.m. with a one half hour (1/2) lunch period. Facilities are provided at the public works garage for all employees to return there to eat their lunch, if so desired. Each employee will be allowed a fifteen (15) minute paid wash-up period prior to their lunch period.

ARTICLE 14  
OVERTIME

Section 1: Authorized overtime work for all employees covered by this Agreement shall be compensated at one and one half (1 1/2) times his/her regular straight time hourly rate on the number of hours actually worked in excess of eight (8) hours per day or forty (40) hours per work week. No employee's regular work hours will be rescheduled to avoid overtime.

Section 2: All legal time off shall be considered actual hours worked when overtime is computed. Examples of legal time off: Sick Leave, Vacations, Holidays, Funeral Leave.

Section 3: Call-In Time

There will be a minimum of three (3) hours, regardless of the amount of time spent on the job, even if this is prescheduled work. Each employee called in will be required to perform the work assigned to him/her. For clarification purposes, an employee is "not" called out to work when he/she continues to work beyond the end of his/her scheduled shift or when he/she begins work before, and continues through, his/her regularly scheduled shift.

Section 3 (a): If an employee is called in before his/her regular starting time, this time shall be paid at time and one half (1 1/2) his/her regular pay.

employee's request, and will be granted time off without loss of pay or other benefits for four (4) working days. Additional time off for this reason may be taken with the approval of the department head and deducted from the employee's sick leave, or vacation at the discretion of the employee. Immediate family will include wife, husband, child, step-child, mother, step-mother, mother-in-law, father, step-father, father-in-law, brother, sister, grandparents, grandparents of spouse, grandchildren, or other relatives residing in the employee's household.

An employee will be entitled to one day off without loss of pay or other benefits in the event of death of his/her brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt or uncle.

#### ARTICLE 12

#### RETIREMENT BENEFITS

Section 1: The Village agrees to provide and maintain a retirement plan for all members pursuant to Section 75-i, with option 41J, (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law and pay the cost thereof to the extent permitted by such Law.

Section 2: The Village agrees to provide and pay the full cost of medical health insurance coverage for all employees covered by this Agreement who retire from Village Employment at fifty-five (55) years of age or over, as members of the same medical and health insurance plan provided for active Village employees, until such retired employee reaches sixty-five (65) years of age.

Employees hired after June 1, 2002 will be required to pay 10% of the cost of the health insurance premium provided for in this section.

Section 3: The Village agrees that an employee covered by this Agreement who retires from Village employment at fifty-five (55) years of age or over shall continue to be covered under the Village Group Life Insurance Plan for life insurance coverage in the amount of Seven Thousand (\$7,000) Dollars, fully paid for by the Village for the rest of such retired employee's natural life.

authorized deferred compensation program provided the employee has utilized no more than five (5) sick leave days during the fiscal year prior to such conversion. The Village shall make such payment to the deferred compensation program on or about June 1 of each year (at the start of the Village's fiscal year), upon receipt of appropriate advance written notice (no later than March 1) from the employees. Sick days dedicated by an employee to this conversion shall be deducted from an employee's sick leave total. Excluded from the five (5) sick leave days will be sick leave used for doctor, dental and chiropractic visits.

## ARTICLE 10

### LEAVES

#### (A) Personal Leave

Each employee shall be allowed four (4) personal leave days each year, (June 1 - May 31) provided the employee gives at least forty-eight (48) hours notice (unless it is an emergency) to the Superintendent of Public Works and also provided that the employee's absence will not seriously hamper or impede the work of the Department of Public Works.

Personal leave cannot be used immediately preceding or following a scheduled holiday or vacation day.

#### (B) Union Leave

The Union President and/or the President's designee will be allowed ten (10) days off per year with pay to attend union functions, such as training seminars, convention, etc.

## ARTICLE 11

### FUNERAL LEAVE

#### Section 1: Bereavement Leave

A full time employee will be entitled to bereavement leave upon the death of a member of his/her immediate family upon the

Section 2 (a): If any employee finds it necessary to remain home on a regular scheduled workday because of sickness, the employee, or some responsible member of their immediate family shall so notify their department head by no later than 7:00 a.m. of that day of such impending absence and the expected duration of such sickness. Absence from work of more than two (2) days duration may require a certificate from a duly licensed physician before he/she shall return to work or be reimbursed for such days lost because of sickness. The Department Head shall be required to maintain a record of all absences and shall have the responsibility to determine whether or not such lost time shall be paid for.

Section 2 (b): Employees who use eight (8) sick leave days in any contract year (June 1 to May 31), upon written notification by the Village, will be required to submit a doctor's certificate or other reasonable proof of illness to be allowed to use any additional sick leave for the remainder of the contract year.

Section 3: Any employee injured or incurring an illness while in the employ of the Village, and on compensated sick leave under this provisions, shall not engage in non-Village employment, contracted work or self employment during such period of benefit.

Section 4: A) Employees will be allowed to use sick leave accruals for doctor, dentist or chiropractor appointments upon submission of documentation which will verify that the employee did visit the doctor, dentist or chiropractor.

B) Employees who are unable to submit the required documentation will charge their time against personal or vacation accruals.

C) Employees who submit false documentation will be subject to disciplinary action.

Section 5: Employees shall be permitted, at their option, to convert up to four (4) sick leave days per fiscal year into an

Section 5: An employee shall be allowed to annually place up to ten (10) days in a vacation bank. If an employee cannot use his/her vacation due to long-term illness or injury, said employee, upon request in writing, and with the approval of the Department Head, may be allowed to carry over extra days into the vacation bank.

Section 6: At least five (5) DPW employees, by seniority, will be allowed to take vacation at the same time, provided it does not leave the Department or subsection thereof (e.g. refuse pickup, snow removal, water/sewer) unable to operate. In the event more than five (5) employees request time off at the same time, and some cannot be spared, selection shall be made by seniority.

## ARTICLE 9

### SICK LEAVE

#### Section 1: Sick Leave

(A) Beginning June 1, 1998, employees will no longer be credited with fifteen (15) days annual sick leave. Employees shall be entitled to earn sick leave at the rate of one and one-half (1 1/2) days per month, eighteen (18) working days per year. Employees can accumulate a maximum of two hundred (200) days. After the accumulated sick leave has been exhausted, an employee shall be entitled to an additional ninety (90) days sick leave at half (1/2) pay for extended illnesses. Said ninety (90) days is not cumulative.

(B) In June of each year the employer will so notify each employee of his/her sick leave accruals to date.

ARTICLE 8

VACATION

Section 1: Each employee shall be entitled to two (2) weeks vacation in each calendar year after having been employed by the Village for at least one full year. After four (4) years of consecutive employment, one (1) additional day will be allowed for each year of service. At the completion of six (6) years of consecutive employment, employees shall be entitled to three (3) weeks vacation. For each year of consecutive employment beyond six (6) years, one (1) additional day will be allowed for each year of service up to a maximum of twenty (20) days of vacation in total for any one year.

In addition:

|                           |   |                  |
|---------------------------|---|------------------|
| After 16 years of service | - | 21 days vacation |
| After 17 years of service | - | 22 days vacation |
| After 18 years of service | - | 23 days vacation |
| After 19 years of service | - | 24 days vacation |
| After 20 years of service | - | 25 days vacation |

Section 2: Although vacations will, so far as practicable be granted at time requested by the employees, the Village acting through its Department Head, reserves the final right to schedule vacations in more than one period except as provided by Section 6 of this article.

Section 3: Vacations will be awarded according to seniority.

Section 4: All employees who are separated from employment and who have acquired vacation to their credit at the time of separation, shall be paid the salary equivalent to the acquired vacation.



**Section 2:** If any such holiday shall fall on a Saturday, the preceding Friday shall be observed as such holiday.

If any such holiday shall fall on a Sunday, the following Monday shall be observed as such holiday. It is recognized that some operations of the Village Department of Public Works, such as rubbish collection may be required to be performed on some of the aforementioned holidays.

**Section 3:** Any full time employee who fails to report for and perform his/her scheduled or assigned work on the last working day before a holiday or on the first working day following a holiday shall be ineligible to be paid for the unworked holiday, unless such a holiday falls within a regular scheduled vacation period or employee is on funeral leave or unless he/she is off due to illness or injury, for which he/she may be required to produce verification for said absence or as authorized by the Department Head.

**Section 4:** Where a member is required to work on a holiday that member shall be paid on the basis of one and one half (1 1/2) his/her regular rate of pay plus the holiday pay.

**Section 5:** A) Where a member is required to work on one of the following holidays that member shall be paid on the basis of two (2) times his/her regular rate of pay plus the holiday pay.

- |                     |                     |
|---------------------|---------------------|
| a) New Year's Day   | d) Labor Day        |
| b) Memorial Day     | e) Thanksgiving Day |
| c) Independence Day | f) Christmas Day    |

B) Where a member is required to work on Easter Sunday, that member shall be paid on the basis of two (2) times his/her regular rate of pay.

**Section 2:** Labor Relations Specialists of the CSEA shall be allowed to visit employees on the job so long as the visitation does not interrupt the operation of the department.

**Section 3:** The Village shall provide pertinent information to the Union on all new hires and terminated employees in the Unit.

**ARTICLE 6**  
**BULLETIN BOARD**

It is agreed that the CSEA may use one official bulletin board in the Department of Public Works provided by the Village for the purpose of posting CSEA notices to members, which notices shall be clearly identified.

**ARTICLE 7**  
**HOLIDAYS**

**Section 1: (A)** All regular full time employees shall be entitled to the following paid holidays:

- |                     |                            |
|---------------------|----------------------------|
| 1. New Year Day     | 7. Columbus Day            |
| 2. Patriot's Day    | 8. Veteran's Day           |
| 3. Good Friday      | 9. Thanksgiving Day        |
| 4. Memorial Day     | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Day          |
| 6. Labor Day        | 12. Employee's Birthday    |

**Section 1: (B)** Floating Holiday - each employee shall be entitled to one (1) floating holiday each year, (June 1 - May 31) provided the employee gives at least forty-eight hours notice to the Superintendent of Public Works. Said holiday may be denied for a specific date if the Superintendent determines there is an emergency or that his/her absence will seriously hamper or impede the necessary work of the department.

(e) To install or remove equipment.

(f) To establish and maintain reasonable operating rules and regulations.

It is agreed that no conduct or action of the Village hereunder shall be inconsistent with any provisions of the Agreement of the Civil Service Law and rules issued thereunder.

New employees shall remain probationary, and shall not become regular full time employees until after the completion of the established probationary period of six (6) months and the approval of the appointing officer. Probationary employees may be terminated at any time in the sole discretion of the appointing officer without notice for any reason whatsoever, not subject to the grievance procedure. Upon satisfactory completion of the probationary period, the employee shall acquire seniority status from the date of last hire.

#### ARTICLE 4

##### PROHIBITION AGAINST STRIKES

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

CSEA shall exert its best efforts to prevent and terminate any strike.

#### ARTICLE 5

##### CSEA REPRESENTATION

Section 1: Employees who are designated by the CSEA as its representatives for the purpose of adjusting grievances or assisting in negotiating or administering this or future agreements, shall be permitted reasonable time from their duties to fulfill these obligations. Reasonable advance notice shall be given to the head of the department or his/her representative of such absence.

Section 2: An employee wishing to withdraw membership from the CSEA shall notify the Village Clerk-Treasurer in writing at least seven (7) days prior to effective date that his/her said union membership is to cease. The Village shall send a copy of any such written notice to the CSEA Unit President upon receipt of the same.

Section 3: The CSEA shall indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken pursuant to the foregoing provisions of this article.

### ARTICLE 3

#### RIGHTS OF MANAGEMENT

The Village has the exclusive right to manage its affairs, to direct and control its operations, and independently to make, carry out and execute all plans and decisions deemed necessary in its judgment for its welfare, advancement, or best interests. Such management prerogatives shall include, but not be limited to the following rights:

(a) To select, hire, promote, transfer, assign, discharge, discipline or layoff employees, or discontinue their positions except that an employee who has completed six (6) months service shall be discharged or otherwise be disciplined only for just cause and shall have the right to grieve such a discharge or disciplinary action under the Contract Grievance Procedure (Articles 17 & 18). Failure to present such a grievance as provided therein shall result in a waiver of all rights involved.

(b) To maintain discipline and efficiency of employees.

(c) To determine schedules of work including overtime.

(d) To contract for performance of any of its services and increase or decrease the scope thereof.

## **PREAMBLE**

This Agreement made and entered into this 1st day of June 2002 between the Village of East Aurora, hereinafter called the "Village" and Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, HEREINAFTER CALLED THE "CSEA".

## **LEGISLATIVE REQUIREMENT**

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 THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **APPLICABLE LAW**

This Agreement has been negotiated pursuant to the provision of the Public Employees Fair Employment Act and is governed by the provisions of the Law of the State of New York and nonconflicting local laws and ordinances of the Village.

## **ARTICLE 1**

### **RECOGNITION**

Section 1: The Village recognizes the CSEA as the sole and exclusive representative and bargaining agent for all employees in the Department of Public Works and the Custodian of the Village Hall pursuant to New York State Civil Service Law excepting from such representation, however, the Village Superintendent of Public Works and the Clerk of the Department of Public Works. During the term of this Agreement, the Village will not negotiate with any other organization on behalf of the above employees.

## **ARTICLE 2**

### **DUES DEDUCTION**

Section 1: CSEA shall have exclusive payroll deduction of membership dues and CSEA insurance for employees covered by this Agreement. Dues deductions and CSEA insurance deductions shall be remitted by the Village to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.



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