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AGREEMENT

BY AND BETWEEN THE

VILLAGE OF PALMYRA

AND THE

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

CSEA

PALMYRA VILLAGE UNIT 9109

WAYNE COUNTY LOCAL 859

5-
6/28/
04

JUNE 1, 2002 - MAY 31, 2006

9

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

This agreement is made pursuant to Article XIV of the Civil Service Law of the State of New York and entered into as of the first day of June, 1999 between the Village of Palmyra, New York, hereinafter referred to as the Employer, and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Wayne County Local 859, Palmyra Village Unit 9109, hereinafter referred to as the Union.

ARTICLE I **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer excluding but not limited to employees who are police, management, confidential or seasonal. Seasonal employees shall be defined as those employees who work less than five (5) months per year.

ARTICLE II **AGREEMENT**

Section 1

The Employer and the Union acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

Section 2

This document constitutes the entire agreement between the parties and no verbal statement or other agreement in whatever form, except an amendment to this agreement in written form and annexed hereto and specifically designated as an amendment to this agreement, shall supersede or vary any of the provisions herein contained.

Section 3

Any prior commitment or agreement between the Village and the Union or any individual employee covered by this agreement is hereby superseded.

ARTICLE III **SAVINGS CLAUSE**

Section 1

If any article or part thereof of this agreement or any addition thereto, should be decided as in violation of any Federal, State or Local Law; or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of this agreement or any addition thereto, shall not be affected.

Section 2

If a determination or decision is made as per Section 1 of this article, the original parties to this agreement shall reconvene immediately for purposes of negotiating a replacement for such article or part thereof.

Section 3

It is agreed by and between the parties that any provision of this agreement requiring legislation to permit its implementation by law or by providing the additional funds therefore, shall not become effective until an appropriate legislative body has given approval.

**ARTICLE IV
BAN ON STRIKES**

It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union affirms not to assert the right to strike against the Employer, to assist or participate in any such strike.

**ARTICLE V
NON-DISCRIMINATION**

The Employer and the Union realize they have a responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the Employer and the Union to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

**ARTICLE VI
ACCESS**

A duly authorized representative of the Union, designated in writing, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Such visits shall not unreasonably interfere with, hamper or obstruct normal operations.

**ARTICLE VII
MANAGEMENT RIGHTS**

It is recognized that the management of the department, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Village. Accordingly, the Village retains the rights, including but not limited:

- A) To select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons;
- B) Decide the number and locale of its facilities, stations, etc.;
- C) Determine the work to be performed, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work; together with
- D) The selection, procurement, designing, engineering and the control of equipment and materials;
- E) Purchase services of others, contract or otherwise; and
- F) To make reasonable and binding rules; except as modified or abridged by this agreement.

ARTICLE VIII
DUES CHECK-OFF AND UNION SECURITY

Section 1

The Employer shall make deductions of regular membership dues and Union sponsored insurance's from the wages of CSEA members. In addition, the Village agrees to make deductions from the wages or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts 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 Union shall indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise by reason by action taken or not taken by the Union for the purpose of complying with any of the provisions of this article.

Section 3

The Employer shall furnish the Union President quarterly, with a complete list of names, home addresses, work location and position titles of all employees in the bargaining unit covered by this agreement.

Section 4

The Employer agrees that there shall be no discrimination, interference, restraint or coercion by the Employer, or any of its agents against any employee because of his or her membership in the Union, or because of any lawful activity on behalf of the Union.

ARTICLE IX **SENIORITY**

Section 1

Seniority is defined to mean the accumulated length of continuous service with the Village, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bonafide illness or injury certified by a physician not in excess of one (1) year. Employees will continue to accumulate seniority in the event of transfer or promotion within the bargaining unit. Seniority shall be lost and employment terminated if any of the following occur:

- A) Discharge;
- B) Resignation;
- C) Failure to return immediately upon expiration of authorized leave;
- D) Absence for three (3) consecutive working days without leave or notice;
- E) Engaging in any other employment during a period of leave;
- F) Absence for illness or injury for more than one (1) continuous year; or
- G) Layoff for longer than twelve (12) consecutive months.

Section 2

All employees in the competitive class shall, for the purpose of layoff and recall, be governed by the provisions of Section 80 of the Civil Service Law.

Section 3

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

Section 4

Seniority shall be the determining factor in vacation, shift preference, personal days, holidays and days off.

Section 5

The Employer shall provide, within sixty (60) days from the execution of this agreement, a seniority roster which, shall be posted on all bulletin boards for thirty (30) days.

All employees shall have this thirty (30) day period within which to appeal their proposed seniority date of hire. Any date not appealed at the end of this thirty (30) day period shall automatically become the employee's seniority date of hire.

ARTICLE X PROBATIONARY EMPLOYEES

Section 1

A probationary period shall not be deemed to have commenced until such employee shall have met all the New York State Civil Service requirements to be qualified by the Civil Service Department for a probationary appointment to the subject position.

New employees in the non-competitive classification shall serve a twenty (20) week probationary period.

Water/Sewer trainees shall be appointed provisionally. Upon successful completion of all required schooling, competitive class employees shall serve a probationary period of twenty (20) weeks.

Section 2

Upon completion of the probationary period, employees shall enjoy seniority status from the date of first hire and provisional service shall count as time accrued for seniority and leave benefits. The employee shall have no seniority rights during the pre-probationary or probationary periods and during such times his or her employment may be terminated at any time at the sole discretion of the Employer. Discharges during pre-probationary or probationary periods shall not be subject to the grievances and arbitration procedure.

ARTICLE XI
LAYOFF

Section 1

In selecting non-competitive employees to be laid off from work, seniority shall be the deciding factor with the least senior employee being laid off first, provided that the senior employee can adequately perform the necessary job duties. Recalls shall be the inverse order of layoff.

Section 2

In selecting competitive class employees to be laid off from work, seniority shall be the deciding factor with the least senior person in that job title being laid off first. Recalls shall be in the inverse order of layoff.

ARTICLE XII
DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any Village employee, regardless of seniority, for reasonable cause. Grounds for summary discharge shall include, but not be limited to substance abuse, drinking or carrying intoxicating beverages on the job, fighting on the job, dishonesty, careless use or abuse of Village property, insubordination, use or possession of illegal drugs, negligence in the performance of duties or theft and use of Village property for personal gain.

Section 2

Unjustified failure of an employee to return to work promptly upon the expiration of any authorized leave may subject the employee to disciplinary action in accordance with departmental regulations.

Section 3

In the event that a discharged employee feels that he/she has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Employer within eight (8) working days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time period specified, then said discharge shall be deemed to be absolute.

The Village may establish and enforce binding rules in connection with its operation and the maintenance of discipline, provided such rules are not inconsistent with the provisions of the agreement.

ARTICLE XIII **GRIEVANCE PROCEDURE**

Section 1

For purposes of this agreement, a grievance shall be defined as a dispute or controversy arising out of the application or interpretation of this agreement and the Village, or from a dispute between the Village and the Association, or as a dispute over disciplinary action.

Section 2

Every effort shall be made to settle a grievance immediately and in the following manner:

STEP 1: Grievances shall be presented, in writing, by the aggrieved employee to his immediate supervisor within ten (10) working days from the date the employee had knowledge of the cause or occurrence giving rise to the grievance. The employee, with or without his steward, at the employee's choice, and his immediate supervisor shall meet to discuss the grievance within five (5) working days of its filing. If the discussion of the grievance with the immediate supervisor does not result in resolution of the grievance, then:

STEP 2: The aggrieved employee shall submit his signed, written grievance to the Village Clerk within ten (10) working days of the date of discussion of the grievance with the immediate supervisor. Within ten (10) working days of receipt of the written grievance the Village Board shall convene a meeting at which the aggrieved employee, and/or his Union representative, shall present the grievance to the Board. If the grievance is not resolved as a result of this meeting, then not later than five (5) working days following the meeting the Board will deliver its decision on the grievance, in writing, to the aggrieved employee.

Section 3 – Arbitration

- A) If the grievance is not resolved after Step 2, it may be submitted to arbitration. A matter may be referred to arbitration only by the Employer or Union.
- B) A grievance must be submitted to arbitration by requesting, within fifteen (15) working days from the answer at Step 2, from the New York State Public Employment Relations Board, a list of seven (7) arbitrators from which the parties may select an arbitrator.

- C) The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from, or modify any of the terms of this agreement or to establish or change any wage rate created by this collective bargaining agreement.
- D) The decision of the arbitrator shall be final and binding upon the parties. The fees and administrative charges for the arbitrator shall be borne equally by both parties.
- E) No arbitrator shall decide two or more grievances involving different articles of this agreement on the same hearing or series of hearings except by mutual agreement between the parties.

Section 4

Unless extended by mutual agreement in writing, the failure to observe the time limits herein by the Union and/or aggrieved employee shall constitute abandonment of the grievance and settlement on the basis of the last answer by the employer.

Section 5

Failure to give an answer within the specified time limits shall be deemed a denial of the grievance as of the last day on which the answer could have been given.

Section 6

Each written grievance shall set forth the specific article of this agreement, which is alleged to have been violated.

**ARTICLE XIV
VACATIONS**

Section 1

During the term of this agreement, all employees covered by this agreement shall be entitled to vacation leave with pay according to the following schedule:

COMPLETION OF SERVICE

VACATION TIME

Less than one (1) year
 One (1) year
 Five (5) years
 Twelve (12) years
 Twenty (20) years
 Twenty-five (25) years

None
 Two (2) weeks
 Three (3) weeks
 Four (4) weeks
 Five (5) weeks
 Six (6) weeks

Section 2

Employee's earned vacation shall be credited yearly on the employee's anniversary date (date of hire as per official employee roster). Vacations shall be scheduled by the respective department head, giving preference to employees' choice according to seniority, as provided in Article 9, Section 4.

Section 3

All requests for five (5) consecutive days vacation shall be submitted in writing on "Leave of Absence Application" (Village of Palmyra form).

For request of vacation of five (5) days or more:

| | |
|--|--------------------------------|
| April 1 st to October 31 st | 10 days advance notice |
| November 1 st to March 31 st | 30 working days advance notice |

Section 4

Vacation time must be used in the year that it is earned. If an employee is not able to take his vacation during the year which it is earned because of denial during the last sixty (60) days of his or her accrual year, then the employee will be allowed to carry over such days that he or she was prevented from taking. The employee shall receive from the department head a written notice that the employee is requested to work instead of taking such vacation time and the reason why the employee is not able to take the time during that portion of the year. Vacation days carried over must be used within six (6) months from the start of the accrual year. Vacation time may be used in one (1) day segments.

Section 5

Any employee of the Village, covered by this agreement, who is entitled to vacation leave at the time of retirement, shall receive pay for earned vacation which has not been taken. In the event that an employee is entitled to vacation leave on the date of the employee's death, the employee's spouse or estate shall receive the earned vacation.

**ARTICLE XV
HOLIDAYS**

Section 1

The following holidays will be observed by all Village of Palmyra employees:

- 1) Labor Day
- 2) Thanksgiving Day
- 3) Day after Thanksgiving
- 4) Christmas Eve (1/2 day)

- 5) Christmas Day
- 6) New Years Eve (1/2 day)
- 7) New Years Day
- 8) Martin Luther King Jr. Day
- 9) Good Friday
- 10) Memorial Day
- 11) Independence Day

Section 2

Unless otherwise agreed in advance with the bargaining unit, if any of the above holidays falls on Saturday, it shall be observed on the preceding Friday; if any of the above holidays falls on a Sunday, it shall be observed on the following Monday.

Section 3 – Holiday Pay

A regular full-time employee, although not required to work, shall nevertheless receive straight time wages based upon his or her regular rate of pay subject to the further provisions of this article, for each of the above holidays: provided that the employee shall not be eligible for holiday pay if the employee is on unauthorized leave of absence immediately prior to or subsequent to a holiday.

Section 4 – Scheduled Work Time

Employees scheduled to work on any of the holidays designated in Section 1 and 2, shall be entitled to choose, on a quarterly basis (January 1, April 1, July 1 and October 1), one of the following options:

- 1) To be paid for hours worked at straight time rates and, in addition, to receive holiday pay (8 hours straight time); or
- 2) To be paid for hours worked at straight time rates and, in addition, to receive a substitute day off at a later date in the same fiscal year.

Section 5 – Call-In Work

Employees who are called in to work on any of the above holidays shall receive their full holiday pay. In addition they shall be paid, at the rate of one and one-half (1 ½) times hourly rate for the hours actually worked. Additionally, time off shall not be granted.

Section 6

Employees shall receive yearly three (3) floating holidays to be taken at employees' discretion with the prior approval of supervisor or department head.

ARTICLE XVI
PERSONAL LEAVE

After one (1) year of service computed on anniversary date from the last date of hire, full-time employees may be granted three (3) personal leave days during each subsequent year of this agreement. Approval of the department head must be obtained twenty-four (24) hours in advance for personal leave. All requests will be submitted in writing on "Leave of Absence Application" (Village of Palmyra form). Copies of approved forms are to be given to the Clerk and Treasurer. These days shall not be accumulated.

ARTICLE XVII
FUNERAL LEAVE

A regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this article. Time off with pay as provided in this article is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean: parent, child, spouse, brother, sister, spouse's parent, grandparent or spouse's grandparent.

Employees will be granted one day off with pay to attend the funeral of an Aunt, Uncle, Brother or sister-in-law.

ARTICLE XVIII
UNION BUSINESS LEAVE

Section 1

Meetings between representatives of the Village and of the Union for the negotiation of terms of the agreement or the handling of grievances as prescribed herein should be scheduled, wherever practicable, during non-working time, of all affected employees.

Section 2

Leaves of absence with pay to attend and serve as delegates to conventions of the Union may be granted in writing to not more than two (2) unit employees during a calendar year, with the extent of leave limited to six (6) days, contingent upon available manpower. Application for leave shall be made in writing, not less than two (2) weeks in advance. Additional leave for Union business shall be considered a leave of absence without pay.

ARTICLE XIX
SICK LEAVE

Section 1

After one (1) year of service computed on anniversary date from the last date of hire, full-time, eligible employees as herein below defined shall be entitled to twelve (12) days of sick leave pay annually. Employees may accumulate up to one hundred sixty five (165) days of sick leave or employees may turn in all of the sick leave days not used at the end of the year in which they were given, up to twelve (12) days maximum, receiving one (1) days pay for each sick day turned in. This will be done only at the anniversary date, as specified above, when the next year's sick days are given and only for employees who will continue to have accrued, a minimum of twenty-four (24) days. Sick days already accumulated will not be included or affected. Such sick leave benefits shall be paid with respect to workdays absent on the following basis:

- A) In the event of accident or illness, such sick leave benefits shall commence on the first (1st) workday absent.
- B) Sick leave benefits shall be integrated with Worker's Compensation Benefits. Under no circumstances will any combination of sick leave benefits with Welfare or Worker's Compensation benefits exceed an employee's regular, straight time daily or weekly rate of pay. Sick leave deductions shall be prorated accordingly.
- C) Sick leave shall be payable only with respect to work day on which the employee would otherwise have worked, and shall in no event apply to an employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which an employee has received full pay from the Employer.
- D) Sick leave shall be defined as leave for personal physical illness or injury to an employee.

Section 2

An employee absent on sick leave shall notify his or her supervisor of such absence regarding reason and duration on the first day of such absence and within one (1) hour after the beginning of his or her workday. Notwithstanding an employee's responsibility to provide notice of such absence, no employee shall be denied use of sick leave credits solely on the basis of not having spoken directly to his or her supervisor. If no expected date of return is provided, the employee must call each day of such absence. Where the work is such that a substitute may be required, the employer may require earlier notification, but not more than one (1) hour prior to the beginning of the employee's workday.

ARTICLE XX
VERIFICATION OF SICK LEAVE

Section 1

An employee who shall be absent on sick leave for three (3) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. Abuse of sick leave shall be cause for disciplinary action.

Section 2

The employer may require an employee who has been absent because of personal illness, as a condition of his or her return to duty to be examined, at the expense of the employer, by a physician designated by the employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of other employees.

ARTICLE XXI
LEAVE OF ABSENCE

Any permanent employee desiring leave of absence without pay from his or her employment shall request such leave in writing, stating the reason for the leave, and must receive permission, in writing, from the Village Board. The maximum leave of absence shall be for one (1) year and may be extended for a like period by the Village Board. During the period of absence, the employee shall not engage in gainful employment. An employee who fails to comply with this provision shall be deemed to have quit his or her employment. Seniority shall be retained, but shall not accrue during such leave. Time on leave shall not be counted in computing service for vacation purposes. The Village shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by a Village designated physician before he is returned to the job.

ARTICLE XXII
ACCIDENT AND HEALTH BENEFITS

Section 1

- A. Effective 9/1/02, the employer shall offer only the Blue Cross/Blue Shield Blue Choice Select Plan with High Option (Extended) Drug Rider. The employer shall pay 90% of the premium with the employee paying the remaining 10%.

Effective 9/1/02, new employees will receive health insurance at the following contribution rate:

| <u>Years of Service</u> | <u>Contribution Rate – Village/Employee</u> |
|-------------------------|---|
| 0 – 1 year | 70%/30% |
| 2 – 4 years | 75%/25% |
| 5 years plus | 80%/20% |

The plan will be the Blue Cross/Blue Shield Blue Choice Select with High Option (Extended) Drug Rider.

- B. Effective 6/1/03, the part-time employees will receive coverage on a prorated basis as follows:

Employer will pay 25% of the amount it would normally pay for full-time employees (90%) or ¼ of its normal contribution rate. Employees will pay the remaining 75% plus 10% co-pay.

Section 2

The employer shall pay ninety percent (90%) of the premium of the Blue Cross/Blue Shield Smile Saver Dental Plan, Option 1 for employees electing such coverage who are covered by this agreement on June 1, 1991. The employer shall pay eighty percent (80%) of such premium for employees electing such coverage who are hired subsequent to June 1, 1991. The employees who elect coverage under this plan will be obligated to pay the remaining ten percent (10%) or twenty percent (20%) of the cost of the aforementioned coverage.

Section 3

The employer will provide New York State Disability Insurance.

Section 4 – Health Insurance Buyout Program

Employee's who wish to opt-out of the health insurance offered by the Village, will receive \$20.00 per week for single policy or \$50.00 per week for the family policy. This will be paid as a lump sum in the last quarter of the fiscal year. Employees cannot re-enroll in the health insurance offered by the Village for one (1) year, unless they experience a loss of insurance from another source.

To enroll in the health insurance buyout program, the employee must present the Village Clerk with proof of another source of health insurance.

Once an employee enrolls in the health insurance buyout program and wishes to enroll back in the Village health insurance, the Employer shall pay eighty percent (80%) of the premium for such plan (as per Article 22).

Participation in the health insurance buyout program is voluntary.

Section 5 – Health Insurance Incentive/Benefit

The employee will receive seventy percent (70%) of the Village’s portion of the premium savings that would result from an employee choosing a different Blue Cross and Blue Shield package using Blue Choice Extended as the base package. This benefit would be paid each year and would not have any impact on the reduced premium costs that the employee would enjoy. The incentive would be paid in the last quarter of the Village’s fiscal year and/or a lump sum.

Participation in the health insurance incentive/benefit is voluntary.

Section 6 – Retirement Health Insurance

The employer agrees to pay for retired employee health insurance (including spouse) according to the following schedule:

| <u>Years of Service</u> | <u>Premium Paid by Employer</u> |
|--------------------------------|--|
| 15 – 19 years | 50% |
| 20 – 24 years | 60% |
| 25 – 29 years | 65% |
| 30 plus years | 70% |

The Village’s cost will be capped at the dollar level, which it paid at the time of the employee’s retirement.

Upon the death of the retiree, his/her spouse may retain coverage through the employer at his/her own expense.

Section 7 – Flexible Benefit Plan

The employer agrees to provide a flexible benefit plan for employees covered by this agreement. The employer and the Union will consult on the selection of a plan administrator for the “flex plan” and any details of such that are mandatory subjects of negotiation.

Section 8 – Deferred Compensation

The Village and CSEA will form a joint labor/management committee to seek a deferred compensation plan for Village employees. The committee will consist of one member chosen by the Village and one member chosen by the CSEA Unit President. The committee will present the Village Board and CSEA with a recommendation.

ARTICLE XXIII
OVERTIME

Section 1

The Village's need for and right to require reasonable amounts of overtime are recognized. Except in an emergency situation, at least four (4) working hours' notice of overtime shall be given. When practicable, overtime will be requested on a voluntary basis. All overtime shall be as equally distributed as practicable among all employees within the bargaining unit. If an employee fails to report when he or she has agreed to work overtime, or refuses an assignment without satisfactory reason, he or she shall be passed over for the next overtime assignment.

Section 2

Overtime shall be defined as any work done by an employee after forty (40) hours in any workweek.

Section 3

All overtime shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate.

Section 4

Holidays, vacation days and sick leave days shall be counted as days worked. Personal leave days are excluded in computation of overtime.

ARTICLE XXIV
WORKDAY, WORKWEEK AND PAY

Section 1

The basic workday shall be an eight (8) hour shift. The basic workweek shall be not more than a forty (40) hour week.

- A. **Summer Hours – Department of Public Works:** Commencing the second pay period in May through the first pay period in October, the hours of operation will be 6:00 AM to 3:30 PM, Monday through Thursday and 6:00 AM to 10:00 AM on Friday. In the event the Village DPW Crew is working on combined projects with the Town of Palmyra DPW Crew, summer hours of work will be: Monday 6:00 AM to 3:30 PM, Tuesday through Thursday 7:00 AM to 4:30 PM and Friday 6:00 AM to 10:00 AM. In the event that an emergency situation should arise in which the Town and Village Crews are required to complete a project on a day not scheduled for combined work, the Village Crew shall remain at work until completion of the project.

B. Summer Hours – Cemetery Employees: Commencing the second pay period in May through the first pay period in October, the hours of operation will be 6:00 AM to 3:30 PM, Monday through Thursday and 6:00 AM to 10:00 AM on Friday.

Section 2

The payday shall be per Schedule 1 attached.

Section 3

A shift differential of fifty-five cents (\$.55) per hour shall be paid to all those employees who work a majority of their scheduled hours between 4:00 PM and 8:00 AM.

Section 4

Each employee will have access to payroll records, pertaining to his or her pay only, so that the employee may determine the elements composing the gross pay and net pay each payroll.

Section 5

Pay stubs shall show the number of regular hours worked, overtime hours worked and the hourly rate of each worker. Additionally, they shall indicate sick leave and vacation days due.

Section 6

An employee who is called in to work other than when scheduled to work shall be paid for at least two (2) hours.

**ARTICLE XXV
POSTING AND JOB BIDDING**

Section 1

If the employer determines to fill a permanent vacancy in a non-competitive job title (not caused by vacations, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period not to exceed ten (10) working days. Any employee may signify to the employer, in writing, during that period an interest in being considered for the opening. The employer shall make his selection on the basis of bidding, given preference to the senior bidder where practical, considering the overall effect on operations. If no employee has bid, or the employer determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring.

Section 2

The first thirty (30) days on the new job shall be considered probationary. If the employer determines that the job is not being performed satisfactorily, the employee shall be returned to his or her former job and the position shall be re-posted.

**ARTICLE XXVI
RETIREMENT**

Section 1

The employer shall provide the New York State Employees Retirement System Section 75-c along with the \$20,000.00 death benefit (Section 60-b) for all other employees covered under this agreement.

Section 2

The employer will provide the retirement credit for unused sick leave (41j) for employees covered in Section 26.1 of this article.

Section 3

The Village and CSEA will form a joint Labor/Management committee to seek a deferred compensation plan for Village employees. The committee will consist of one member from the member chosen by the Union and one member chosen by the Village. The committee will present the Village Board and CSEA with a recommendation.

**ARTICLE XXVII
SALARIES**

Section 1

The salaries for the first year shall be paid retroactively to June 1, 2002.

Section 2

The 2002-2003 salaries noted in Addendum A shall be paid for the period of June 1, 2002 through May 31, 2003 for all bargaining unit titles reflecting a 3% wage increase.

Section 3

The 2003-2004 salaries noted in Addendum A shall be paid for the period June 1, 2003 through May 31, 2004 for all bargaining unit titles reflecting a 3.5% wage increase.

Section 4

The 2004-2005 salaries noted in Addendum A shall be paid for the period of June 1, 2004 through May 31, 2005 for all bargaining unit titles reflecting a 3.5% wage increase.

Section 5

The 2005-2006 salaries noted in Addendum A shall be paid for the period of June 1, 2005 through May 31, 2006 for all bargaining unit titles reflecting a 4% wage increase.

Section 6 – Water/Sewer Operator Rates

In the event, the employer recreates water/sewer titles; it shall negotiate the wage rates and other benefits with the Union.

**ARTICLE XXVIII
BULLETIN BOARDS**

The Union shall have the use of a bulletin board on the Village premises for the posting of a notice relating to Union meetings and official business only.

**ARTICLE XXIX
SAFETY**

Section 1

Federal, State and Municipal Laws and safety rules must be strictly adhered to by the employees and the municipality.

Section 2

Foul weather gear will be provided to all employees needing such clothing. In the first pay period in June of each year, all bargaining unit employees will receive a “clothing stipend” in the amount of \$175.00.

Section 3

Protective devices such as goggles, safety glasses, helmets, special gloves, other safety equipment and mechanical safe guards necessary to protect the employees from injury shall be provided by the Village at no cost to the employee in accordance with usual standards of safety and health.

ARTICLE XXX
CONTRACT COPIES

The employer shall reproduce and make available, copies of the agreement to the Union and to all employees. One (1) copy shall be provided to each employee during the term of this agreement.

ARTICLE XXXI
SOCIAL SECURITY

The employer agrees to maintain his share of Social Security payments for the period of this agreement.

ARTICLE XXXII
TUITION PROGRAM

The employer shall maintain a fifty percent (50%) tuition reimbursement program for employee participation. The course must be job related and prior approval of the supervisor and the trustee in charge of the employee's department must be obtained. The amount of reimbursement shall not exceed \$500.00 in any one contract year and the employee must continue with the employer for three (3) years from the date of the completed course or repay the cost of the course to the employer.

The employee shall provide the employer proof of successful completion of the course. Once proof has been submitted, the employer shall make payment within two (2) weeks, providing the employee attains a grade of "C" or better or a passing mark in the pass/fail marking system.

ARTICLE XXXIII
MANDATED SCHOOLING

Section 1

In the event the Village is required to provide water and wastewater certification schooling necessary to obtain an operator's license for a new hire in the water and sewer department and the employee voluntarily separates from Village employment within two (2) years of the date of completion of schooling, the Village shall be reimbursed by the individual for all wages and expenses paid by the Village during or in conjunction with the schooling. Expenses incurred in the cost of schooling include cost of enrollment or tuition, cost of travel, lodging, meals, books, wages and benefits paid during attendance at school.

No reimbursement will be required when an employee is involuntarily separated by the employer.

Section 2

One twenty-fourth (1/24) of the above costs shall be forgiven for each full month's service completed with the employer after completion of schooling.

Section 3

Should recourse to a legal proceeding be necessary in order for the Village to secure reimbursement pursuant to this provision of the agreement, the individual responsible for reimbursement shall also reimburse the Village for all legal expenses associated with the legal proceeding, should the Village prevail.

EXECUTION

IN WITNESS WHEREOF, the parties have hereunto executed this agreement by their duly authorized officers this 30th day of August 2002.

The parties agree to commence negotiations for a successor agreement in November of 2005.

FOR THE EMPLOYER:

Vicki W. Daly
VICKY DALY
MAYOR

DATED: 8/30/02

FOR THE UNION:

James Eckert
JAMES ECKERT
CSEA UNIT PRESIDENT

DATED: 8/30/02

Scott Seltzer
SCOTT SELTZER
CSEA LABOR RELATIONS SPECIALIST

DATED: 8/30/02

ADDENDUM A

2002-2003 Wage Chart

| <u>Position</u> | <u>Probation</u> | <u>Job</u> |
|-----------------------------|-------------------------|-------------------|
| School Crossing Guard | \$9.74 | \$12.16 |
| Heavy Equipment Operator | \$14.63 | \$15.66 |
| Motor Equipment Operator I | \$14.18 | \$14.64 |
| Motor Equipment Operator II | \$13.74 | \$14.19 |
| Laborer | \$11.01 | \$13.74 |
| Working Foreman | \$16.32 | \$17.88 |

2003-2004 Wage Chart

| <u>Position</u> | <u>Probation</u> | <u>Job</u> |
|-----------------------------|-------------------------|-------------------|
| School Crossing Guard | \$10.08 | \$12.59 |
| Heavy Equipment Operator | \$15.14 | \$16.21 |
| Motor Equipment Operator I | \$14.68 | \$15.15 |
| Motor Equipment Operator II | \$14.22 | \$14.69 |
| Laborer | \$11.40 | \$14.22 |
| Working Foreman | \$16.89 | \$18.51 |

2004-2005 Wage Chart

| <u>Position</u> | <u>Probation</u> | <u>Job</u> |
|-----------------------------|-------------------------|-------------------|
| School Crossing Guard | \$10.43 | \$13.03 |
| Heavy Equipment Operator | \$15.67 | \$16.78 |
| Motor Equipment Operator I | \$15.19 | \$15.68 |
| Motor Equipment Operator II | \$14.72 | \$15.20 |
| Laborer | \$11.80 | \$14.72 |
| Working Foreman | \$17.48 | \$19.16 |

2005-2006 Wage Chart

| <u>Position</u> | <u>Probation</u> | <u>Job</u> |
|-----------------------------|-------------------------|-------------------|
| School Crossing Guard | \$10.85 | \$13.55 |
| Heavy Equipment Operator | \$16.30 | \$17.45 |
| Motor Equipment Operator I | \$15.80 | \$16.43 |
| Motor Equipment Operator II | \$15.31 | \$15.81 |
| Laborer | \$12.27 | \$15.31 |
| Working Foreman | \$18.18 | \$19.93 |

SIDE AGREEMENT
TO
UNION CONTRACT
BETWEEN THE
VILLAGE OF PALMYRA
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
PALMYRA VILLAGE DPW UNIT 9109
WAYNE COUNTY LOCAL 859

JUNE 1, 2002 – MAY 31, 2006

SUBCONTRACTING

During the duration of the Union contract dated 6/1/02 to 5/31/06, the Village of Palmyra and the Civil Service Employees Association, Inc., Village of Palmyra DPW Unit 9109, Wayne County Local 859, agree to abide by the provisions of the Taylor Law and any other State Law as they relate to employee employment rights relating to contracting out of unit work. It is understood that Article VII does not constitute a waiver by CSEA of exclusive bargaining unit work and does not permit the contracting out of exclusive bargaining unit work by the Village.

FOR THE EMPLOYER:

Vicki W. Daly
VICKY DALY
MAYOR

DATED: 8 / 30 / 02

FOR THE UNION:

James E. Eckert
JAMES ECKERT
CSEA UNIT PRESIDENT

DATED: 8/30/02

Scott Seltzer
SCOTT SELTZER
CSEA LABOR RELATIONS SPECIALIST

DATED: 8/30/02