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COLLECTIVE BARGAINING AGREEMENT

By and Between

VILLAGE OF HAMBURG

and

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

VILLAGE OF HAMBURG CROSSING GUARD UNIT OF LOCAL 815

June 1, 2000 - May 31, 2004
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COLLECTIVE BARGAINING AGREEMENT

Agreement made as of the 1st day of June, 2000, between the VILLAGE OF HAMBURG, a municipal corporation organized and existing under the laws of the State of New York, 100 Main Street, Hamburg, New York, hereinafter referred to as "Village", and THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, VILLAGE OF HAMBURG CROSSING GUARDS UNIT OF LOCAL 815, 143 Washington Avenue, Albany, New York 12210, herein called "CSEA".

ARTICLE I - RECOGNITION

The Village has by resolution duly adopted recognized CSEA as the exclusive bargaining agent for all employees employed by the Village from time to time as school crossing guards.

ARTICLE II - HOURS OF WORK

A. The employee covered by this Agreement will work on each day that the public and private schools in the Village of Hamburg are in session. The hours of work of each work day shall be determined by the Chief of Police, in keeping with the safety of the school children at various intersections in the Village of Hamburg, before, during and after school hours.

B. If, after an employee has reported for the first shift on any day, the school sessions shall be terminated prior to the normal termination time (by reason of weather, public utility service interruption, fire, emergency, or the like) the employee will be paid a full day's pay for such day.

C. Intersection assignments shall be made by the Chief of Police. To the extent practicable, existing intersection assignments shall be maintained. If a regular employee (guard) shall cease to be an employee of the Village, permanently or indefinitely, or if an employee shall be transferred to another intersection, the
other regular employees will be given an opportunity to transfer to the intersection to which such former employee was assigned, or from which such employee was transferred, on the basis of seniority.

D. The Chief of Police shall keep and maintain accurate employment and seniority records of all regular and relief employees (guards).

E. Employees scheduled to work who have a tour of duty canceled due to a school emergency closing shall be paid for those days, but payment is limited to a total of five (5) days through the school calendar year. Such days shall not be accumulative from one year to another.

ARTICLE III - SALARY

Each employee covered by this agreement shall be paid the following two (2) shift rate of pay:

- June 1, 2000 through May 31, 2001: $23.00
- June 1, 2001 through May 31, 2002: $23.50
- June 1, 2002 through May 31, 2003: $24.00
- June 1, 2003 through May 31, 2004: $24.50

Should an employee be required to work a third shift they will receive an additional 50% of the two (2) shift rate for each additional shift.

ARTICLE IV - SICK LEAVE

A. Every employee covered by this Agreement shall be entitled up to five (5) days sick leave each year. A year shall be deemed to begin on June 1st of each year and to end on May 31st of each year. (Credit for sick leave shall be allowed at the rate of
one-half (1/2) day per month of work). Unused sick leave shall accumulate to a maximum of one hundred (100) days. No credit for sick leave shall be allowed for any month in which the employee shall have worked less than one-half (1/2) of the work days in such month.

B. Sick leave shall be granted by the Chief of Police for sickness, injury, quarantine regulations, emergency dental visits in units of not less than one-half (1/2) day. The Chief of Police shall be responsible for keeping complete records for all accumulated sick leave and amounts and reason for any sick leave granted. He shall disclose, upon request of an employee, the accumulated sick leave credits of such employee.

C. When sick leave absence is needed, an employee or responsible person shall report such need to the Chief of Police no later than one-half (1/2) hour prior to the time to be at the job. The nature of the illness or disability, attending physician’s name, if any, and any other pertinent information shall be given at the time. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Chief of Police, the absence shall not be deductible from sick leave but shall be considered time off without pay.

D. A certificate of affidavit showing the inability of the employee to perform employee’s duties, issued by the attending physician, shall be filed with the Chief of Police in case of absence of more than three (3) consecutive days. The Chief of Police may require such affidavit in any other case. If the employee fails to submit proof of illness when required to do so, such absence shall not be deducted from sick leave, but shall be considered time off without pay. If the proof submitted does not justify the absence, the absence shall be considered time off without pay.
E. The Chief of Police shall make a written report prior to the certification of the payroll, stating the name of the employee and the sick leave granted during such pay period.

F. When an employee, because of sickness or disability, is required to remain away from the employee’s job beyond the employee’s sick leave credit, the Chief of Police may petition the Board of Trustees to grant additional sick leave with pay, due consideration being given to length of service prior to the sick leave.

G. At the time of termination of employee’s employment for any reason, the Village will pay to the employee an amount equal to one-half (1/2) of the employee’s daily rate of pay at the time of termination, multiplied by the number of days of accumulated sick leave.

H. Abuse of sick leave privileges shall be grounds for disciplinary action.

I. Where an employee receives compensation under the Workmen’s Compensation Law on account of disability, the employee shall elect in writing whether the employee desires to have sick leave with pay during the period of disability for which the employee received compensation. Such writing must be filed with the Chief of Police. In the event that the employee elects to take sick leave with pay during such disability, the employee shall, for the period of the employee’s disability, not exceeding the employee’s accumulated and unused sick leave time, be paid the difference between what the employee receives as compensation and the employee’s regular rate of pay. If the employee elects to use the employee’s accumulated sick leave time while drawing Workmen’s Compensation, the number of accumulated sick leave days to be deducted shall be based upon the average weekly wage of the employee exclusive of overtime, minus the amount of Workmen’s
Compensation paid, the net total of sick leave time paid for by the Village to be figured on a daily basis and deducted from the accumulated sick leave.

J. Family Illness - Employees may use up to four (4) accumulated sick leave days for illness in his/her immediate family when the employee's presence is necessary. The employee may be required to submit a doctor's certificate stating that the employee's presence is necessary. (Immediate family is defined in Article VI.)

ARTICLE V - ALLOWANCES FOR UNIFORMS

The employee covered by this Agreement shall be entitled to annual allowance for uniforms as follows:

A. The annual allowance shall be in the total amount of One Hundred Fifty Dollars ($150.00) for each employee.

B. The allowance shall apply toward the purchase of all uniform items, such as skirts, slacks, shirts, winter and summer-weight, white gloves, light-weight all-weather outer coats, badges, foul weather boots and the like. Items such as work shoes, thermal underwear, hats, scarfs, etc. not specifically mentioned but needed in the performance of their duties, are acceptable under uniform allowances. In addition to items purchased as part of the uniform allowance, the Village will purchase, as required, so-called reefers or winter overcoats, so-called blouse coats or jackets, and raincoats. The Chief of Police shall determine the need for such purchases with respect to each employee. Such purchases of said winter overcoats, blouse coats, and raincoats shall not be charged against the annual uniform allowance entitlement of the employee in question.
C. Purchases will be made under the direction and supervision of the Chief of Police and shall be made not less often than semi-annually. Individual employee uniform and equipment requirements shall be submitted in writing to the Chief of Police as directed by him. A current list of authorized items of uniform and equipment and the estimated current cost of each such item will be maintained in Police Headquarters and shall be available for inspection and review by employees covered by this Agreement at any time. Individual employees covered by this Agreement having uniform needs, the cost of which shall exceed One Hundred Fifty Dollars ($150.00) in any one year, will be responsible for the prompt payment of such excess cost in full, payment to be made upon delivery of the items in question.

D. The allowance herein provided for shall be non-cumulative and any portion thereof remaining unused at the end of the current year shall terminate and cannot be used in a subsequent year. The uniform allowance being personal and individual in nature, shall be non-assignable and non-transferable.

ARTICLE VI - FUNERAL LEAVE

A. Leave of absence with pay, not to exceed three (3) consecutive days, will be granted by the Chief of Police to a covered employee in the event of death occurring in such employee’s immediate family. "Immediate family" shall include parent, current spouse, brother, sister, son, daughter, grandparent, grandchild, current parent-in-law, current daughter-in-law, current son-in-law, current brother-in-law, current sister-in-law or a person occupying the position of a parent of the employee or his/her current spouse, or other relative who is an actual member of such employee’s household. Legally defined "step" members are also included in an employee’s immediate family.
ARTICLE VII - PERSONAL LEAVE ACCUMULATION

A. Effective June 1st of each contractual year, full-time covered employees may be granted leave not to exceed three (3) days per year for the purpose of religious observance and/or personal business not specifically covered elsewhere. Application for personal leave shall be filed by the covered employee on the prescribed form with the Chief of Police. The specific reasons for the absence need not be elaborated upon if the employee feels the absence is of a personal nature. If approved by the Chief of Police, personal leave shall be granted and written notification is to be given the covered employee. The Chief of Police shall maintain accurate records.

B. Except for religious observance, the personal leave may not be granted immediately preceding or following holidays, and shall not be granted for less than one (1) day.

C. On June 1st of each succeeding year, all employees with six (6) months of continuous service will be credited with three (3) days personal leave.

D. If the covered employee does not use the employee’s personal leave days prior to the end of the year, any remaining unused personal leave days shall be added to the sick leave credit bank; however, they will be non-cumulative if the addition of the unused days would exceed the one hundred (100) days maximum established elsewhere in this contract.

ARTICLE VIII - LEAVES OF ABSENCE

A. Maternity leave without pay may be granted up to one (1) year, provided the pregnancy is reported in writing to the Chief of Police not later than the fourth month and leave approved by the Village Board (without pay).
B. When covered employee has exhausted all the employee's sick leave credits, and is still unable to perform the duties of the employee's position, the Chief of Police may request the Village Board to grant a leave of absence without pay for a period not to exceed one (1) year.

C. The Chief of Police may request the Village Board to grant a covered employee a leave of absence without pay for a period of one (1) year.

D. The Chief of Police may request the Village Board to grant a covered employee leave of absence without pay for a period of up to one (1) year, in the event of illness in the employee's immediate family.

E. No leave of absence with or without pay shall be granted to any covered employee to try another job, except that the other job be within the Village jurisdiction.

F. A former Village employee not on leave of absence with or without pay, may be rehired on the same status as any new employee.

G. Jury Duty. On proof of the necessity of Jury Duty, leave of absence shall be granted. Employee will be paid whatever portion of regular salary is not received by Court pay.

ARTICLE IX - HEALTH BENEFITS

A. Employees currently receiving health benefits will continue to be eligible to receive health benefits. Health benefits will not be provided to other employees covered by this contract.

Eligible employees hired before September 1, 1989 will be provided with health benefits at no cost to the employee.

Eligible employees hired after September 1, 1989 will be required to reimburse the Village 50% of the cost of the premium.
B. Effective June 1, 2000, eligible employees receiving health benefits will continue to receive the same health benefits currently being provided.

Effective October 1, 2000, eligible employees will choose one of the following plans:

1. Independent Health Silver II plan with Rider 31 ($7.00 prescription), Rider 4 (Prosthetics and Appliances), Rider 5 (Skilled Nursing Facility) plus dependent coverage to 19/student coverage to age 23. The Village will reimburse the employee the co-pay portion for outpatient xray and emergency ambulance service, and in-patient hospitalization. The Village agrees to self insure for mental health, chemical dependency services and birth control prescriptions, excluding regular co-pay.

2. Community Blue II plan with $7.00 prescription drug rider, prosthetics, skilled nursing facility riders, and dependent to 19/student coverage to age 23. The Village will reimburse the employee the co-pay portion for out-patient xray, emergency ambulance service, and in-patient hospitalization. The Village agrees to self insure for mental health chemical dependency services and birth control prescriptions excluding regular co-pay.

3. Univera Health Care Plan Preferred with $7.00 prescription drug rider, durable medical equipment and dependent coverage to 19/student coverage to age 23. The Village will reimburse the employee the co-pay portion for out-patient xray, emergency ambulance service, and in-patient hospitalization. The Village agrees to self insure for mental health, chemical dependence services and birth control prescriptions, excluding regular co-pay.
C. The Village will maintain a continuing review and evaluation of the benefits provided pursuant to Article IX herein terms of coverage, cost and administrative effectiveness. In the course of such review and evaluation, the Village will investigate and evaluate other available medical and hospital benefit plans. The Village, at its option, may present to CSEA a proposal to provide medical and hospital coverage from a source other than those listed above which the Village considers comparable in terms of coverage, cost and administrative effectiveness to benefits being currently provided. The parties agree to meet to consider, evaluate and negotiate concerning any such proposal, but the coverage provided pursuant to this section herein, may not be terminated or other coverage substituted therefore, except with the express written approval of CSEA. If any Village bargaining unit agrees to share in the payment of health insurance premiums or make contributions thereto, the Crossing Guards will agree to do likewise with no further negotiations.

D. Effective June 1, 1993, the CSEA family coverage EBF Silver Twelve (12) month vision plan will be provided at no cost to the employee. Employees hired after June 1, 1997 are not eligible for this benefit.

**ARTICLE X - HOLIDAYS**

A. Each employee shall be entitled to a holiday with full pay on the following days:

1. Staff Development Day
2. Columbus Day
3. Veteran's Day
4. Thanksgiving Day
5. Friday After Thanksgiving Day
6. Martin Luther King's Birthday
7. President's Day
8. Memorial Day
9. Floating Holidays - Two (2)
If employees are required to work on a Staff Development Day due to St. Peter and Paul School being in session, they will be provided with an additional floating holiday.

B. The Union president will provide the Village by September 15th of each year with the dates that the union will use for floating holidays. These dates must coincide with days when the Hamburg Central School District is not in session.

C. When the Hamburg Central School District does not hold classes on the last scheduled day of the school calendar, the Crossing Guards will receive pay for that day.

**ARTICLE XI - RETIREMENT**

The Village will provide, at no cost to employees, statutory New York retirement benefits as permitted or provided by Section 75-i of the Retirement and Social Security Law.

**ARTICLE XII - MANAGEMENT RIGHTS**

The Village, as the public employer and as the party ultimately responsible for the proper administration of the affairs of the Village for the benefit of its citizens, residents, and taxpayers, reserves unto all rights not specifically granted to the CSEA under the Public Employees Fair Employment Act or under this Agreement. Except as herein modified, all employees covered by this Agreement shall at all times be subject to the general direction and control of the Chief of Police and to the Board of Trustees of the Village and such employees shall be further subject to all regulations, grievance procedures, and other requirements from time to time adopted by the Board of Trustees of the Village, to the extent that the same are not inconsistent with the terms of this Agreement, and in the event of any such inconsistency the terms of the Agreement shall apply.
ARTICLE XIII - NO STRIKE COVENANT

The Association, for itself and on behalf of all of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike nor to cause, instigate, encourage or condone a strike by the employees by this Agreement.

ARTICLE XIV - DURATION

The term of this Agreement shall be four (4) years, and shall become effective on June 1, 2000 and shall remain in full force and effect until May 31, 2004.

ARTICLE XV - SEPARABILITY

If any of the provisions of this Agreement violate any Federal or State Law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with or in violation of such law, but all other provisions of this Agreement shall remain in full force and effect.

GRIEVANCE PROCEDURES

ARTICLE XVI - DEFINITIONS

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

A. "Employee" shall mean any person directly employed and compensated by the Village of Hamburg and covered by this Agreement.

B. "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the terms of this Agreement or the rights claimed thereunder.
C. "Department" shall mean the Police Department.

D. "Days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days within which action must be taken or notice given within the terms of this regulation.

DECLARATION OF BASIC PRINCIPLE

Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his or her own choosing at all stages of the grievance procedure.

STAGE ONE: PRESENTATION TO DEPARTMENT HEAD

A. An employee who claims to have a grievance shall present his or her grievance to the Chief of Police, orally or in writing, within five (5) days after the grievance occurs.

B. The Chief of Police shall discuss the grievance with the employee, shall make such investigation as he deems appropriate, and shall consult with the Board of Trustees to such extent as he deems appropriate, all on an informal basis.

C. Within five (5) days after presentation of the grievance to him, the Chief of Police shall make his decision and communicate the same to the employee presenting the grievance, to the employee's representative, if any, and to the Office of the Mayor.

STAGE TWO: APPEAL TO OFFICE OF THE MAYOR

A. An employee or the employee's representative may appeal from the decision of the Chief of Police within fifteen (15) days
after notice of such decision. The appeal shall be taken by submitting to the Office of the Mayor a written statement signed by such employee and the employee's representative, if any, taking the appeal, containing:

1. The name, residence address, and department of employment of the employee presenting the grievance.

2. The name, residence address, and department of employment of each other employee or official involved in the grievance.

3. The name and address of the employee's representative, if any, and his department of employment if he be a fellow employee.

4. A concise statement of the nature of the grievance up to the time of the appeal.

5. A request for a review of the decision of the Chief of Police.

B. The Office of the Mayor shall hold a hearing within ten (10) days after receiving the written request for review. It shall give at least three (3) days notice of the time and place of such hearing to the employee, the employee's representative, if any and the Chief of Police, all of whom shall be entitled to be present at the hearing.

C. The Office of the Mayor shall make his decision and communicate the same in writing within five (5) days to the employee, the employee's representative, if any, and to the Chief of Police.
STAGE THREE: ARBITRATION

A. If the grievance is still unsettled after the reply of the Office of the Mayor, the employee or the employee's representative, if any, shall file with the Village a written notice for arbitration.

B. The arbitration proceedings shall be conducted by an arbitrator to be selected in accordance with the rules and procedures of the New York State Public Employment Relations Board upon request of either party.

C. The arbitrator shall render his decision within thirty (30) days after the conclusion of testimony and argument. The decision of the arbitrator shall be final and binding on both parties.

D. In lieu of proceeding in accordance with the rules of the New York State Public Employment Relations Board, the parties may select an arbitrator by mutual agreement. The cost of the arbitrator shall be shared equally by both parties to this Agreement.

E. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this Agreement or impose on either the Village or the CSEA any limitation or obligation not specifically provided for under the terms of the Agreement.

F. TIME LIMIT FOR FILING: If a grievance is not presented within the time limits set forth in this Article, Step One, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the CSEA may consider to treat the grievance as denied at that Step and the grievance is automatically appealed to the next Step where the procedural time limits to that Step will be applicable.
ARTICLE XVII - NO DISCRIMINATION

A. CSEA agrees to continue to admit all employees to membership and to represent all covered employees without regard to race, creed, color, national origin, age, sex, disability or marital status.

B. The Village agrees to continue its established policy against all forms of illegal discrimination with regard to race, creed, color, national origin, age, sex, disability, marital status or the proper exercise by an employee of the rights guaranteed by the Public Employees Fair Employment Act.

ARTICLE XVIII - ADDRESS CHANGE

It is the sole responsibility of the employee to keep the Village informed of his/her current home address. The home address on file with the Village constitutes the only official source of record. The Village will not be held liable or responsible for errors resulting from an inaccurate home address on file where it has reference to or applicability of provisions of this Agreement. Address changes are to be made on a form available in the office of the Village Clerk/Treasurer.

ARTICLE XIX - PROVISION REQUIRED BY STATUTE

Pursuant to the requirements of Section 204 (a)(1) of the New York State Public Employees Fair Employment Act, the following notice is made a part of this Agreement:

"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."

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ARTICLE XX - DUES DEDUCTION OR AGENCY SHOP

The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues or agency shop fees. Such dues or fees shall be remitted to the Civil Service Employees Association, Inc., Local 1000 AFSCME, 143 Washington Avenue, Albany, New York 12210, on a payroll period basis.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and set their hands and seals this ___ day of ____, 2000.

APPROVED AS TO FORM

VILLAGE OF HAMBURG

by ________________________________ by ________________________________
Mayor Village Administrator

CIVIL SERVICE EMPLOYEES ASSOCIATION
HAMBURG CROSSING GUARDS UNIT

by ________________________________ by ________________________________
Unit President Labor Relations Specialist.