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Contract Database Metadata Elements

Title: **Canastota, Village of and Canastota Unit 7352-00, CSEA Local 1000, AFSCME, AFL-CIO, Madison County Local 827 (1995)**

Employer Name: **Canastota, Village of**

Union: **Canastota Unit 7352-00, CSEA, AFSCME, AFL-CIO**

Local: **1000, Madison County Local 827**

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Canastota, Village Of And Csea Local
827 (Village Employees Unit)

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AGREEMENT

BETWEEN THE

VILLAGE OF CANASTOTA

AND THE

**CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME / AFL-CIO
(VILLAGE OF CANASTOTA UNIT 7352-00 OF MADISON COUNTY LOCAL 827)**

JUNE 1, 1995 TO MAY 31, 1998

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 27 1997

OFFICE OF THE CLERK

EXEMPT POSITIONS

MANAGEMENT AND / OR CONFIDENTIAL EMPLOYEES

VILLAGE CLERK

DEPUTY CLERK

GENERAL SUPERINTENDENT

CHIEF OF POLICE

VILLAGE POLICE OFFICERS

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PURPOSE

THIS AGREEMENT IS ENTERED INTO BETWEEN THE VILLAGE OF CANASTOTA, NEW YORK, HEREINAFTER KNOWN AS THE "VILLAGE" OR "EMPLOYER" AND THE CIVIL EMPLOYEES ASSOCIATION INC. LOCAL 1000 AFSCME/AFL-CIO, VILLAGE OF CANASTOTA UNIT OF MADISON COUNTY, HEREINAFTER KNOWN AS THE "C S E A" OR "UNION", WHO IS THE SOLE AND EXCLUSIVE BARGAINING REPRESENTATIVE FOR THE DEPARTMENT OF PUBLIC WORKS EMPLOYEES OF THE VILLAGE AS HEREINAFTER STATED PURSUANT TO THE NEW YORK STATE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT.

UNION RECOGNITION AND CHECK OFF

THE VILLAGE HAS RECOGNIZED BY RESOLUTIONS DATED APRIL 11, 1972, AND DOES HEREBY RECOGNIZE THE UNION AS THE EXCLUSIVE BARGAINING AGENT FOR THE EMPLOYEES IN THE BARGAINING UNIT, WHICH INCLUDES ALL FULL AND PART TIME VILLAGE EMPLOYEES WHO WORK A MINIMUM OF TWENTY HOURS A WEEK.

ASSOCIATION SECURITY

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, THE AMOUNT EQUIVALENT TO THE DUES LEVIED BY CSEA AND THE FISCAL OR DISPERSING OFFICER OF THE VILLAGE OF CANASTOTA SHALL MAKE SUCH DEDUCTIONS AND TRANSMIT THE SUM SO DEDUCTED TO CSEA.

ACCESS TO EMPLOYEES

THE UNION AND ITS DESIGNATED AGENTS SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO ACCESS TO MEMBERS OF THE BARGAINING UNIT DURING WORKING HOURS TO ADMINISTER THIS AGREEMENT AND TO EXPLAIN CIVIL SERVICE EMPLOYEES ASSOCIATION SPONSORED BY BENEFITS AND PROGRAMS.

THE EMPLOYER AGREES THAT NO OTHER REPRESENTATIVE OR ORGANIZATION OFFERING BENEFITS OR PROGRAMS SIMILAR TO THOSE OFFERED OR SPONSORED BY CIVIL SERVICE ASSOCIATION, INC. , SHALL BE PROVIDED ACCESS TO BARGAINING UNIT EMPLOYEES. THE EMPLOYER FURTHER AGREES THAT IT WILL NOT PERMIT ANY OTHER ORGANIZATION OR UNION TO HOLD MEETINGS FOR THE PURPOSE OF DISCUSSING TERMS AND CONDITIONS OF EMPLOYMENT OR BE PROVIDED MEETING SPACE ON PROPERTY OR PREMISES OWNED OR OCCUPIED BY THE VILLAGE OF CANASTOTA.

SALARY PLAN FOR VILLAGE OF CANASTOTA EMPLOYEES

SKILLED LABORER / M E O

JUNE 1, 1995 — \$12.02 HR.
JUNE 1, 1996 — \$12.50 HR
JUNE 1, 1997 — \$13.00 HR

MECHANIC

JUNE 1, 1995 — \$12.34 HR
JUNE 1, 1996 — \$12.83 HR
JUNE 1, 1997 — \$13.34 HR

FOREMAN

JUNE 1, 1995 — \$13.16 HR
JUNE 1, 1996 — \$13.68 HR
JUNE 1, 1997 — \$14.22 HR

WWTP OPERATOR

JUNE 1, 1995 — \$14.34 HR
JUNE 1, 1996 — \$14.91 HR
JUNE 1, 1997 — \$15.50 HR

ASST. WWTP OPERATOR

JUNE 1, 1995 — \$12.44 HR
JUNE 1, 1996 — \$12.93 HR
JUNE 1, 1997 — \$13.44 HR

PAY RAISES; JUNE 1, 1995 = 4.5%
JUNE 1, 1996 = 4.0%
JUNE 1, 1997 = 4.0%

LONGEVITY — ADD \$.05 PER HOUR TO BASE SALARY FOR EVERY FIVE (5) YEARS OF SERVICE.

* DENOTES CERTIFIED LICENSED OPERATOR. IF NOT LICENSED, HOURLY RATE SHALL BE \$.15 LESS AN HOUR.

NOTE; UPON HIRE OF A NEW EMPLOYEE EITHER LABOR OR SKILLED LABOR SHALL RECEIVE \$.25 LESS PER HOUR UNTIL THE EMPLOYEE COMPLETES A SATISFACTORY PROBATIONARY PERIOD OF NO MORE THAN ONE YEAR.

UPON PROMOTION, EMPLOYEE SHALL RECEIVE THE ESTABLISHED HOURLY RATE AS PER CONTRACT FOR THAT POSITION. NO EMPLOYEE SHALL BE REQUIRED TO SERVE AN ADDITIONAL PROBATIONARY PERIOD UPON PROMOTION.

PAYROLL DEDUCTION

THE CSEA SHALL HAVE THE EXCLUSIVE PAYROLL DEUCTION OF MEMBERSHIP DUES, INSURANCE PREMIUMS AND OTHER AUTHORIZED DEDUCTIONS FOR EMPLOYEES AND NO OTHER EMPLOYEE ORGANIZATION SHALL BE ACCORDED ANY SUCH PAYROLL DEDUCTION PRIVILEGE THROUGHOUT THE UNCHALLENGED REPRESENTATION PERIOD.

RETROACTIVITY

ALL PROVISIONS THAT HAVE BEEN NEGOTIATED IN THIS CONTRACT SHALL BECOME RETROACTIVE TO JUNE 1, 1995.

RETIREMENT AND HEALTH INSURANCE

THE RETIREMENT PLAN IN EFFECT FOR ALL ELIGIBLE EMPLOYEES IS NEW YORK STATE RETIREMENT PLAN 75G.

EFFECTIVE JUNE 1, 1992 THE VILLAGE WILL ADOPT THE NEW CAREER PLAN OF THE NEW YORK STATE RETIREMENT SYSTEM FOR ALL ELIGIBLE EMPLOYEES COMMONLY KNOWN AS PLAN 75 - I. THE EMPLOYER WILL PAY FULL COST.

EFFECTIVE JUNE 1, 1995 THE DEDUCTABLE ON HEALTH INSURANCE WILL BE RAISED FROM \$100.00 TO \$125.00.

ANY NEW EMPLOYEE HIRED AFTER JUNE 1, 1995 WILL PAY 25% OF THE TOTAL PREMIUM ON THE HEALTH INSURANCE PLAN.

WORKDAY, WORKWEEK, OVERTIME

1. ANY WORK PERFORMED IN EXCESS OF THE NORMAL WORKDAY OR THE NORMAL WORKWEEK SHALL BE CONSIDERED OVERTIME AND SHALL BE PAID FOR THAT RATE OF ONE AND ONE-HALF TIMES THE REGULAR BASE RATE.
2. IN THE COMPUTATION OF OVERTIME, ALL PAID LEAVE DAYS SHALL BE CONSIDERED AS EIGHT (8) HOURS WORKED.
3. WORKWEEK FOR THE D. P. W. SHALL BE FROM 7:00 AM TO 4:00 PM, ONE HOUR FOR LUNCH, MONDAY THROUGH FRIDAY.
4. WORKWEEK FOR THE SEWER PLANT SHALL BE FROM 7:00 AM TO 4:00 PM, ONE HOUR FOR LUNCH, MONDAY THROUGH FRIDAY.

VACATIONS

EFFECTIVE JUNE 1, 1995, EMPLOYEES OF THE VILLAGE SHALL BE ENTITLED TO VACATION ON THE BASIS OF SERVICE AS FOLLOWS;

ONE TO FIVE YEARS ===== 10 DAYS

FIVE YEARS ===== 15 DAYS

TEN YEARS ===== 20 DAYS

TWENTY YEARS ===== 25 DAYS

ANY EMPLOYEES HIRED AFTER JUNE 1, 1995

ONE YEAR ===== 10 DAYS

FIVE YEARS ===== 15 DAYS

TEN YEARS ===== 20 DAYS

SICK LEAVE

- 1. SICK SHALL BE ALLOWED TO ACCUMULATED TO 150 DAYS.**
- 2. EACH EMPLOYEE SHALL EARN ONE DAY SICK EACH MONTH.**
- 3. IF AN EMPLOYEE IS OUT ON SICK LEAVE FOR THREE DAYS, EMPLOYEE MAY BE REQUIRED TO BRING IN A SICK LEAVE SLIP FROM THEIR DOCTOR.**
- 4. ANY EMPLOYEE WHO IS EMPLOYED FULL-TIME AND RETIRED SHALL BE PAID FOR ALL OF THEIR SICK LEAVE DAYS AT A RATE OF \$15.00 PER DAY.**

PERSONAL LEAVE

THREE PERSONAL LEAVE DAYS PER YEAR SHALL BE GRANTED TO ALL VILLAGE EMPLOYEES FOR THE TERM OF THE CONTRACT COMMENCING ON JUNE 1, 1995.

HOLIDAYS

EFFECTIVE JUNE 1, 1995, ALL EMPLOYEES COVERED BY THIS AGREEMENT SHALL RECEIVE EIGHT HOURS OF STRAIGHT - TIME PAY FOR THE FOLLOWING HOLIDAYS NOT WORKED DURING THE YEAR;

CHRISTMAS EVE DAY
CHRISTMAS DAY
NEW YEARS DAY
DECORATION DAY
INDEPENDENCE DAY
WASHINGTONS BIRTHDAY

LABOR DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
VETERANS DAY
GOOD FRIDAY

ANY HOLIDAY FALLING ON A SATURDAY, EMPLOYEES GET FRIDAY OFF.
ANY HOLIDAY FALLING ON A SUNDAY, EMPLOYEES GET MONDAY OFF.

IN THE EVENT AN EMPLOYEE IS NOT SCHEDULED TO WORK ONE OF THE PAID HOLIDAYS AS PART OF HIS REGULARLY SCHEDULED WORKWEEK, AND IS REQUIRED BY THE VILLAGE TO WORK ON ANY SUCH HOLIDAY, HE SHALL RECEIVE, IN ADDITIONAL TO THE HOLIDAY PAY, TIME AND ONE-HALF FOR ALL HOURS WORKED ON THE HOLIDAY.

SENIORITY

SENIORITY SHALL COMMENCE FROM THE HIRING DATE.

SENIORITY SHALL BE THE CRITERION FOR;
A. SCHEDULING VACATIONS
B. DETERMINING LAYOFF

NONDISCRIMINATION

IT IS AGREED THAT NEITHER OF THE PARTIES HERETO SHALL DISCRIMINATE AGAINST ANY OF THE VILLAGE EMPLOYEES COVERED BY THIS AGREEMENT BY REASON OF SEX, NATIONALITY, RACE OR CREED.

THE VILLAGE SHALL NOT COERCE, RESTRAIN, OR DISCRIMINATE AGAINST EMPLOYEE OR UNION REPRESENTATIVE BECAUSE OF MEMBERSHIP IN, OR LEGITIMATE ACTIVITIES ON BEHALF OF THE UNION. THE UNION, ITS MEMBERS, AND REPRESENTATIVES SHALL NOT COERCE EMPLOYEES WITH RESPECT TO UNION MEMBERSHIP.

VACANCIES IN A DEPARTMENT

ALL VACANCIES OCCUR WITH A DEPARTMENT, AND THE VILLAGE DEEMS IT NECESSARY TO FILL SUCH VACANCY, A NOTICE WILL BE POSTED THAT THE VACANCY EXISTS. EMPLOYEE WITHIN THE DEPARTMENT IN WHICH THE VACANCY EXISTS SHALL HAVE THE FIRST OPTION TO BID ON SUCH POSITION. IF THE VACANCY IS NOT FILLED FROM WITHIN THE DEPARTMENT, EMPLOYEES IN THE OTHER DEPARTMENTS SHALL BE GIVEN THE OPPORTUNITY TO BID ON THE JOB. EMPLOYEE SHALL SUBMIT HIS REQUEST FOR CONSIDERATION TO THE DEPARTMENT HEAD. SELECTION OF EMPLOYEE APPLICANTS WILL BE BASED ON SEIORITY AND QUALIFICATIONS.

ALL VACANCIES WILL BE POSTED FOR TEN WORKING DAYS IN ALL DEPARTMENTS.

WORK CLOTHES

? ALL VILLAGE EMPLOYEES TO RECEIVE A CLOTHING ALLOWANCE NOT TO EXCEED MAXIMUM OF \$75.00 PER YEAR, TO BE PURCHASED AT A STORE OF EMPLOYEES CHOICE, COLOR AND STYLE TO BE DECIDED BY THE VILLAGE. THE VILLAGE SHALL ISSUE APPROPRIATE FOUL-WEATHER GEAR TO ALL VILLAGE EMPLOYEES.

EQUALIZATION OF OVERTIME

THAT A CONTINUOUS DUTY ROSTER BE ESTABLISHED IN ALL DEPARTMENTS FOR FAIR DISTRIBUTION OF OVERTIME BASED ON SENIORITY AND THIS TO BE POSTED CONSPICUOUSLY BY SUPERINTENDENTS.

BULLETIN BOARDS

THE VILLAGE WILL MAKE AVAILABLE TO THE UNION A DESIGNATED SPACE ON A BULLETIN BOARD IN EACH DEPARTMENT FOR THE POSTING OF UNION NOTICES OF A NONCONTROVERSIAL NATURE RELATING TO MEETINGS OR OTHER UNION BUSINESS.

CALL-IN

WHEN AN EMPLOYEE, AFTER LEAVING HIS PLACE OF WORK, IS CALLED IN AND REPORTS FOR WORK OTHER THAN DURING HIS REGULAR SCHEDULED TIME, SUCH EMPLOYEE SHALL BE GIVEN A MINIMUM OF TWO HOURS WORK, OR A MINIMUM OF TWO HOURS PAY. EMPLOYEES SHALL BE PAID ANY APPLICABLE PREMIUM OF OVERTIME PAY FOR ALL THE TIME ACTUALLY WORKED.

MILEAGE

EMPLOYEES SHALL BE REIMBURSED AT THE PER MILE RATE ESTABLISHED BY THE IRS FOR USAGE OF THEIR PERSONAL VEHICLE WHEN ON AUTHORIZED VILLAGE BUSINESS.

SANDING AND PLOWING

THERE SHALL BE TWO EMPLOYEES AT ALL TIMES ON SAND TRUCKS AND PLOWS DURING THE WINTER MONTHS.

FUNERAL LEAVE

AN EMPLOYEE WHO IS NOTIFIED OF THE DEATH OF A FAMILY MEMBER, AS HEREINAFTER DEFINED, SHALL BE EXCUSED FROM WORK ON THE NEXT THREE SUCCEEDING CALENDAR DAYS IN ADDITION TO THE REMAINDER OF HIS SHIFT (IF NOTIFICATION IS RECEIVED WHILE HE IS AT WORK). THE EMPLOYEE SHALL BE PAID HIS STRAIGHT TIME AVERAGE HOURLY EARNINGS FOR SUCH EXCUSED TIME.

FOR THE PURPOSE OF THIS PROVISION THE TERM "FAMILY MEMBER", IS DEFINED TO MEAN A PERSON RELATED TO AN EMPLOYEE AS MOTHER, FATHER, HUSBAND, WIFE, SON, DAUGHTER, BROTHER, SISTER, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENTS, GRANDCHILDREN, OR A PERSON STANDING IN THE LEGAL POSITION OF A PARENT.

MISCELLANEOUS

THE CSEA AGREES TO DO ITS UTMOST TO SEE THAT ITS MEMBERS PERFORM THEIR RESPECTIVE ASSIGNED DUTIES LOYALLY, EFFICIENTLY, AND CONTINUOUSLY UNDER THE TERMS OF THIS AGREEMENT. THE CSEA AND VILLAGE EMPLOYEES COVERED HEREBY AGREE THAT THEY WILL RESPECTIVELY USE THEIR BEST ENDEAVORS TO PROTECT THE INTERESTS OF THE VILLAGE, TO CONSERVE THE PROPERTY THEREOF, TO PROTECT THE PUBLIC, AND TO GIVE SERVICE OF THE HIGHEST QUALITY TO THE VILLAGE.

NO STRIKE

THE UNION FOR ITSELF AND ON THE BEHALF OF THE EMPLOYEES IT REPRESENTS, REAFFIRMS THAT IT DOES NOT HAVE THE RIGHT TO STRIKE AND AGREES NOT TO ENGAGE IN A STRIKE, NOR CAUSE, INSTIGATE, OR CONDONE A STRIKE.

WORK PERFORMANCE

IF IT BECOMES NECESSARY THAT AN EMPLOYEE'S WORK HAS TO BE QUESTIONED, IT IS DONE SO THROUGH HIS DEPARTMENT HEAD, AND THE EMPLOYEE HAS THE RIGHT TO HAVE HIS UNION REPRESENTATIVE PRESENT AT THAT TIME.

SEPARABILITY

IF ANY PROVISION OF THIS AGREEMENT VIOLATES ANY FEDERAL OR STATE LAW AS PRESENTLY ENACTED OR AS AMENDED OR INTERPRETED DURING THE TERM THEREOF, SUCH PROVISION SHALL BE INOPERATIVE TO THE EXTENT THAT IT IS AT VARIANCE WITH SUCH LAW; BUT ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT.

TIME OFF FOR UNION BUSINESS

REPRESENTATIVE TO CSEA BOARD OF DIRECTORS TO HAVE LEAVE WITHOUT PAY TO ATTEND BOARD OF DIRECTORS MEETING (ONE PER MONTH).

TWO PEOPLE SHALL BE ALLOTTED TIME OFF WITHOUT PAY TO ATTEND TWO ANNUAL CSEA CONVENTIONS, NOT TO EXCEED SIX DAYS PER YEAR.

AN EMPLOYEE WHO IS AN ELECTED OR APPOINTED OFFICIAL OF REGION V CSEA SHALL BE GRANTED FIVE DAYS LEAVE PER YEAR, WITH CHARGE TO ACCUMULATED CREDITS, TO ATTEND MEETINGS AND OFFICIAL FUNCTIONS AS CALLED BY THE REGIONAL PRESIDENT.

THE CSEA

THE CSEA SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT WITH RESPECT TO OTHER EMPLOYEE ORGANIZATIONS TO REPRESENT ALL EMPLOYEES IN THE COLLECTIVE BARGAINING UNIT IN ANY AND ALL PROCEEDINGS UNDER THE PUBLIC EMPLOYEES FAIR EMPLOYMENT ACT; UNDER ANY APPLICABLE LAW, RULE, REGULATION OR STATUTE, UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT; TO DESIGNATE ITS OWN REPRESENTATIVES AND TO APPEAR BEFORE ANY APPROPRIATE OFFICIAL OF THE EMPLOYER TO EFFECT SUCH REPRESENTATION; TO DIRECT, MANAGE, AND GOVERN ITS OWN AFFAIRS; TO DETERMINE THOSE MATTERS WHICH THE MEMBERSHIP WISHES TO NEGOTIATE AND TO PERSUE ALL SUCH OBJECTIVES FREE FROM ANY INTERFERENCE, RESTRAINT, COERCION OR DISCRIMINATION BY THE EMPLOYER OR ANY OF ITS AGENTS.

THE CSEA SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO PURSUE ANY MATTER OR ISSUE, INCLUDING BUT NOT LIMITED TO TO THE GRIEVANCE AND APPEAL PROCEDURE IN THIS AGREEMENT AND TO PURSUE ANY MATTER OR ISSUE IN ANY COURT OF COMPETENT JURISDICTION, WHICHEVER IS APPROPRIATE.

DUTIES AND OBLIGATIONS

ADHERING TO THE PRINCIPLE THAT DUTIES AND OBLIGATIONS COME WITH RIGHTS AND PRIVILEGES, THE CSEA AGREES TO DO ITS UTMOST TO SEE THAT ITS MEMBERS PERFORM THEIR RESPECTIVE DUTIES IN THE VILLAGE LOYALLY, EFFICIENTLY, AND CONTINUOUSLY UNDER THE TERMS OF THIS AGREEMENT. THE CSEA AND ITS MEMBERS WILL USE THEIR BEST ENDEAVORS TO PROTECT THE INTEREST OF THE VILLAGE, THE CITIZENS, TO CONSERVE ITS PROPERTY AND GIVE SERVICE OF THE HIGHEST QUALITY

CSEA RIGHTS

THE UNION STEWARD OF THE CANASTOTA UNIT OF THE CSEA, HIS DESIGNATED REPRESENTATIVE OR THE ASSIGNED CSEA FIELD REPRESENTATIVE, SHALL HAVE THE RIGHT TO VISIT AT A MUTUALLY AGREED UPON TIME ANY VILLAGE FACILITY WHERE EMPLOYEES REPRESENTED BY THE CSEA WORK FOR THE PURPOSE OF ADJUSTING GRIEVANCES AND ADMINISTERING THE TERMS OF THIS AGREEMENT, PROVIDED THE VILLAGE ADMINISTRATOR OR IN HIS ABSENCE THE APPROPRIATE DEPARTMENT HEAD, HAS GIVEN PERMISSION TO VISIT.

SAVING CLAUSE

IN THE EVENT THAT ANY TERM OR PROVISION OF THIS AGREEMENT SHALL BE DETERMINED OR DECLARED BY ANY COURT OR STATUTE TO BE NULL, VOID, OR INOPERATIVE, SUCH TERM OR PROVISIONS OF THIS AGREEMENT SHALL THEREAFTER CONTINUE IN EFFECT. IF THE DETERMINATION OR DECLARATION HAS BEEN MADE, THE PARTIES TO THIS AGREEMENT SHALL CONVENE IMMEDIATELY FOR PURPOSES OF NEGOTIATING A SATISFACTORY REPLACEMENT FOR SUCH TERM OF PROVISION HEREOF AS MAY HAVE BEEN DECLARED NULL, VOID, OR INOPERATIVE.

LIFE INSURANCE

THE VILLAGE WILL PROVIDE ALL EMPLOYEES IN THE BARGAINING UNIT WITH A \$15,000.00 LIFE INSURANCE POLICY (PER EMPLOYEE), THE COST OF WHICH IS TO BE BORNE BY THE VILLAGE.

GRIEVANCES

AN EMPLOYEE HAS RIGHT TO AND MAY TALK TO HIS SUPERVISOR ABOUT ANY QUESTION OR PROBLEM THAT MAY ARISE. IF A DIFFERENCE ARISES CONCERNING INTERPRETATION OR APPLICATION OF THE TERMS OF THIS AGREEMENT, IT SHALL BE RESOLVED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:

1. A GRIEVANCE OF AN EMPLOYEE SHALL FIRST BE DISCUSSED WITH THE DEPARTMENT HEAD AND THE UNION REPRESENTATIVE IN THE DEPARTMENT INVOLVED. IF THE GRIEVANCE IS NOT SETTLED WITHIN FIVE WORKING DAYS AFTER PRESENTATION, IT MAY BE TAKEN TO THE SECOND STEP.
2. IF NOT SETTLED IN THE FIRST STEP, THE GRIEVANCE MAY BE PRESENTED TO THE DEPARTMENT HEAD AND VILLAGE ADMINISTRATOR BY THE EMPLOYEE AND UNION REPRESENTATIVE IN THE DEPARTMENT INVOLVED. IF THE GRIEVANCE IS NOT SETTLED WITHIN TEN WORKING DAYS AFTER PRESENTATION AT THIS STEP, IT MAY BE TAKEN TO STEP THREE.
3. IF NOT SETTLED AT THE SECOND STEP, THE GRIEVANCE MAY BE PRESENTED TO A MEETING OF THE DEPARTMENT HEAD, VILLAGE ADMINISTRATOR, AND VILLAGE BOARD, THE EMPLOYEE, THE UNION REPRESENTATIVE OF THE DEPARTMENT INVOLVED, AND SUCH OTHER REPRESENTATIVES AS THE UNION AND VILLAGE MAY CHOOSE TO HAVE PRESENT. IF THE GRIEVANCE IS NOT SETTLED WITHIN TEN DAYS OF THE PRESENTATION AT THIS STEP, IT MAY, PROVIDED THE MATTER INVOLVES THE APPLICATION OR INTERPRETATION OF THE TERMS OF THIS AGREEMENT, BE SUBMITTED TO ARBITRATION.

DISCIPLINE AND DICHARGE PROCEURE

AN EMPLOYEE COVERED BY THIS AGREEMENT WHO HAS SUCCESSFULLY COMPLETED HIS/HER PROBATIONARY PERIOD SHALL UTILIZE THE GRIEVANCE PROCEDURE UNDER THE CONTRACT FOR ALL DISCIPLINARY AND DISCHARGE MATTERS IN LIEU OF AND IN PLACE OF THE PROCEDURES SPECIFIED IN SECTIONS 75, 76 OF THE CIVIL SERVICE LAW.

A NOTICE OF SUCH DISCIPLINE SHALL BE MADE IN WRITING AND SERVED UPON THE EMPLOYEE WITH A COPY TO THE CSEA LOCAL PRESIDENT AND THE CSEA LABOR RELATIONS SPECIALIST.

IF AN EMPLOYEE DISAGREES WITH THE DISCIPLINARY ACTION IMPOSED, HE/SHE SHALL HAVE 14 WORKING DAYS TO IMPLEMENT A GRIEVANCE AT STEP 2 OF THE GRIEVANCE PROCEDURE AND MAY PROCEED TO FINAL AND BINDING ARBITRATION.

ARBITRATION

1. SHOULD ANY DIFFERENCE ARISE BETWEEN THE VILLAGE AND THE UNION AND/OR EMPLOYEES CONCERNING THE MEANING, APPLICATIONS, OR INTERPRETATION OF THIS AGREEMENT WHICH REMAINS UNRESOLVED AFTER PRESENTATION TO AND PROCESSING THROUGH THE GRIEVANCE PROCEDURE, EITHER THE VILLAGE OR THE UNION MAY SUBMIT SUCH DIFFERENCE TO ARBITRATION BY SERVING NOTICE ON THE OTHER WITHIN THIRTY WORKING DAYS FOLLOWING COMPLETION OF THE THIRD STEP OF THE GRIEVANCE PROCEDURE.
2. THE ARBITRATION SHALL BE CONDUCTED BY AN IMPARTIAL ARBITRATOR TO BE MUTUALLY AGREED UPON BY BOTH PARTIES. IN THE EVENT THE PARTIES ARE UNABLE TO AGREE UPON AN IMPARTIAL ARBITRATOR WITHIN TEN DAYS AFTER THE REFERRAL TO ARBITRATION, THE NEW YORK STATE PUBLIC EMPLOYMENT RELATIONS BOARD SHALL BE REQUESTED TO NAME AN ARBITRATOR UNDER ITS RULES AND PROCEDURES.
3. THE FEES AND EXPENSES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY THE PARTIES. THE VILLAGE AND THE UNION SHALL BEAR THE EXPENSE OF THEIR RESPECTED WITNESSES AND ANY OTHER EXPENSES THEY MAY INCUR.
4. THE DECISION OF THE ARBITRATOR SHALL BE FINAL AND BINDING BUT THE ARBITRATOR SHALL HAVE NO JURISDICTION, POWER, OR AUTHORITY TO AMEND, MODIFY, SUPPLEMENT, VARY, OR DISREGARD ANY PROVISIONS OF THIS AGREEMENT.

TAYLOR LAW

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204-A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

REOPENING THE CONTRACT

BOTH PARTIES AGREE THAT NEGOTIATIONS WILL NOT BE REOPENED ON ANY ISSUE DURING THE DURATION OF THIS AGREEMENT EXCEPT BY MUTUAL AGREEMENT OF BOTH PARTIES.

DURATION

IT IS MUTUALLY AGREED UPON THAT THIS AGREEMENT SHALL CONTINUE IN EFFECT FROM JUNE 1, 1995 AND SHALL END ON THE 31ST OF MAY, 1998.

FINAL AGREEMENT

THIS AGREEMENT SHALL BE IN FULL FORCE AND EFFECT FROM 12:01 AM, JUNE 1, 1995 TO 12:01 AM JUNE 1, 1998.

THIS AGREEMENT IS BINDING ON SUCCESSORS, HEIRS, ASSIGNS OF PARTIES HERETO.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES THIS _____ DAY OF _____, 1995

MAYOR _____

CSEA LABOR RELATIONS SPECIALIST

Ernest R. Weston

Kenneth J. Adams

Ronald F. Bennett



OFFICE OF THE MAYOR
MARK J. LAVONAS

VILLAGE OF CANASTOTA
205 SOUTH PETERBORO STREET
CANASTOTA, NEW YORK 13032
TELEPHONE (315) 697-3981

SENA C. CLARKE
VILLAGE CLERK-TREAS.
A. JEAN SALERNO
DEP. VILLAGE CLERK-TREAS.

DATE: July 1, 1996

FROM: Mark J. Lavonas, Mayor
TO : Kenneth Halsey, Union Steward
RE : Position of Laborer

As per our conversations of April and of June 27, 1996 the Village has created the position of Laborer as of June 1, 1996 at a rate of \$7.25 an hour. This will increase by 4% June 1, 1997 to an hourly rate of \$7.54. Any new hire will be \$.25 less an hour while on probationary appointment as per the current contract.

All this shall be added to page 2 of the contract in the future.

Thank you in advance.

Mark J. Lavonas

/scc