



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Silver Creek, Village of and Silver Creek Village Employees Unit 6315, CSEA, Local 1000, AFSCME, AFL-CIO, Local 807 (2001)**

Employer Name: **Silver Creek, Village of**

Union: **Silver Creek Village Employees Unit 6315, CSEA, AFSCME, AFL-CIO**

Local: **1000, 807**

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

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

PERB ID Number: **7755**

Unit Size: **11**

Number of Pages: **13**

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

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

7755_05312006

Silver Creek, Village Of And Csea
Local 807 (Village Employees Unit)

~~Tom~~
VI/GEN

AGREEMENT

-by and between-

VILLAGE OF SILVER CREEK

-and-

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.

JUNE 1, 2001

to

MAY 31, 2006

RECEIVED

SEP 03 2002

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

11

INDEX

ARTICLE I	LEGISLATIVE CLAUSE	PAGE 1
ARTICLE II	RECOGNITION	PAGE 1
ARTICLE III	AGENCY SHOP	PAGE 1
ARTICLE IV	CHECK OFF	PAGE 1-2
ARTICLE V	RIGHTS OF CSEA	PAGE 2
ARTICLE VI	MANAGEMENT RIGHTS	PAGE 2
ARTICLE VII	PERMANENT STATUS	PAGE 2
ARTICLE VIII	PART-TIME STATUS	PAGE 3
ARTICLE IX	SENIORITY	PAGE 3
ARTICLE X	TRANSFER AND PROMOTION	PAGE 3
ARTICLE XI	ACTING SUPERVISOR	PAGE 4
ARTICLE XII	OVERTIME	PAGE 4
ARTICLE XIII	CALL-INS	PAGE 4
ARTICLE XIV	SHIFT DIFFERENTIAL	PAGE 4
ARTICLE XV	LUNCH PERIOD	PAGE 4
ARTICLE XVI	VACATIONS	PAGE 5
ARTICLE XVII	HOLIDAYS	PAGE 5-6
ARTICLE XVIII	SICK LEAVE	PAGE 6
ARTICLE XIX	BEREAVEMENT LEAVE	PAGE 6
ARTICLE XX	PERSONAL LEAVE	PAGE 6-7
ARTICLE XXI	INSURANCE AND RETIREMENT	PAGE 7
ARTICLE XXII	GRIEVANCE PROCEDURE	PAGE 7-8
ARTICLE XXIII	STEWARDS	PAGE 8
ARTICLE XXIV	JOB POSTINGS	PAGE 8
ARTICLE XXV	SAVINGS CLAUSE	PAGE 9
ARTICLE XXVI	ON CALL STATUS IN WATER/SEWER DEPARTMENTS	PAGE 9
ARTICLE XXVII	MISCELLANEOUS	PAGE 9-10
ARTICLE XXVIII	WAGE SCHEDULE	PAGE 10
	SALARY SCHEDULE	PAGE 11
ARTICLE XXIX	DURATION	PAGE 12

ARTICLE I

LEGISLATIVE CLAUSE

Section 1. It is agreed by the parties that any provisions of the agreements requiring legislative action to permit the implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE II

RECOGNITION

Section 1. The Village of Silver Creek recognizes the Village of Silver Creek Unit 6315, Local 807, Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the sole bargaining agent for all employees of the Village in the following departments: Streets, Water, Sewer, and Clerical for the maximum period provided by Law, except Department Heads, Elected Officials, and Policemen.

ARTICLE 111

AGENCY SHOP

Section 1. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deduction and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., Capitol Station, P.O. Drawer 125, Albany, New York 12224.

ARTICLE IV

CHECK OFF

Section 1. The employer shall deduct from wages of the employees and remit to the Civil Service Employees Association, Inc., Capitol Station, P.O. Drawer 125, Albany, New York 12224 and/or its designated agent, regular membership dues and other authorized payroll deduction authorization cards. The employer agrees to deduct and remit such moneys exclusively for CSEA as recognized exclusive negotiating agent for employees in this unit.

Section 2. The employer, within thirty (30) days after the ratification of its contract, will provide the CSEA Unit President with a list of names, home addresses, work locations, and position titles of all employees in the negotiating unit. Thereafter, the Village will provide CSEA, once a year with the names of employees, home addresses, social security numbers, payroll deductions, titles and rates of pay.

Section 3. The CSEA, within thirty (30) days after the ratification of the contract, will provide the Village Clerk of Silver Creek with a list of union officers' names and the name of the steward for each department. Notification of any change in the officers or stewards should be given to the Village Clerk as soon as practical; however, not later than thirty (30) days from the date of change.

ARTICLE V

RIGHTS OF CSEA

Section 1. The CSEA shall have the exclusive right to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Civil Service Law, administration of the labor agreement or any other rule, regulation or applicable statute. CSEA reserves the right to designate its own representative to appear before the employer to affect such representation. CSEA reserves the right of its designees to administer the agreement and to have access to employees for the purpose of administering the agreement free from restraint or coercion. CSEA reserves the right to exclusivity of access to bulletin boards and meeting space for the purpose of conducting the affairs of the union.

ARTICLE VI

MANAGEMENT RIGHTS

Section 1. Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Village of Silver Creek are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village; to determine facilities, methods, means and number of personnel for the conduct of the Village programs; to administer the merit system, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions, and to classify or re-classify and to allocate or reallocate new or existing positions in accordance with law; and to discipline or discharge employees in accordance with law and the provisions of this Agreement.

ARTICLE VII

PERMANENT STATUS

Section 1. After the successful completion of six (6) months probationary service, each employee under this Agreement will be accorded permanent status and entitled to provisions parallel to Sections 75 of the Civil Service Law. All non-competitive and labor class employees shall be afforded permanent status after the successful completion of six (6) months probationary service, and shall have recourse in disciplinary matters through the grievance procedure commencing at Step 3.

ARTICLE VIII

PART-TIME STATUS

Section 1. Any part-time employee may participate in contractual benefits at his or her own expense. When a part-time employee has worked 1,040 hours in a fiscal year, he or she will then be entitled to one half of all contractual benefits with that part-time employee contributing fifty percent (50%) of such costs.

ARTICLE IX

SENIORITY

Section 1. Seniority shall be defined as length of continuous service with the Village of Silver Creek.

Section 2. Employees in the competitive class of Civil Service shall be afforded the benefits of Sections 80 and 81 of the Civil Service Law. All layoffs shall be based on seniority. Any employee laid off shall have the right to displace the least senior employee still working provided he or she has the necessary qualifications to perform the duties of the position and has more seniority than the employee being displaced. Recalls to service shall be made in reverse order of layoff. The employer shall be prohibited for a period of twenty four (24) months from hiring new employees until all laid off or displaced employees are called back to service.

Section 3. Shift Preference shall be decided by seniority.

Section 4. The Village will provide a seven (7) day notice to an employee prior to the effective date of any schedule change or shift assignment. This notice will not apply to any change necessitated by a weather emergency.

ARTICLE X

TRANSFER AND PROMOTION

Section 1. Whenever a vacancy occurs, senior full-time employees within the bargaining unit shall have the right to bid for that job on the basis of qualification and seniority. Advancement shall be determined by seniority when skill and ability of the applicants are relatively equal. No person shall be hired from outside the bargaining unit until applications of full-time applicants within the bargaining unit have been considered.

Section 2. In filling a vacancy or any type of opening and notwithstanding the foregoing, the employer may fill any vacancy or open position with the candidate from within the bargaining unit whom the employer believes has the best qualifications, skill, fitness, ability, and experience. The employer shall be the sole judge of the applicant's qualifications, skill, fitness, ability, and experience. The employee may grieve the employer's decision provided he/she can demonstrate that his/her qualifications, skill, fitness, ability and experience are as good as the successful applicant.

THE ARBITRATOR'S DECISION SHALL BE FINAL AND BINDING ON BOTH PARTIES.

ARTICLE XI

ACTING SUPERVISORS

Section 1. Employees who fill in for supervisors who are absent for one (1) working day or more shall receive the value of their hourly rate for one and one-half (1-1/2) hour of each day that they fill in as supervisor.

ARTICLE XII

OVERTIME

Section 1. All employees shall receive overtime at the rate of time and one-half (1 & ½) his/her hourly rate for all hours worked in excess of forty (40) in a week.

Section 2. Holiday, vacation days, personal leave, bereavement leave and sick leave shall be considered as days worked for the computation of overtime. If an employee works on a holiday, he/she shall receive time and one-half (1 & ½) for that day worked plus the holiday pay.

Section 3. The employer will not curtail a shift or scheduled day's work to avoid the payment of overtime.

Section 4. Overtime shall be awarded on a rotating basis, according to seniority and department.

ARTICLE XIII

CALL-INS

Section 1. In the event an employee is called in to work outside his normal scheduled working hours, he/she shall receive a minimum of two (2) hours of pay at the rate of time and one-half (1 & ½) the normal hourly rate. It is understood, however, that pre-scheduled overtime scheduled immediately preceding or following a normal work schedule shall not be considered a call in.

ARTICLE XIV

SHIFT DIFFERENTIAL

Section 1. Five percent (5%) shift differential shall be paid to any employee working the night shift.

ARTICLE XV

LUNCH PERIOD

Section 1. Clerical employees shall receive a one-half (1/2) hour unpaid lunch period daily.

ARTICLE XVI

1st year - Calendar Year
Then Fiscal year.

VACATIONS

Section 1. At the completion of the anniversary date, employees shall receive the following vacation:

- 1 year.....5 days
- 2 years.....10 days
- 5 years.....15 days
- 10 years.....20 days
- 15 years.....25 days

Tom & Janet - As of May 7th 1 week
June 1st Marks New Year - 2 weeks.
2 years in.

Section 2. Each department will set a date by which all employees must choose their vacations for the year. Should there be a conflict between two or more employees for the same vacation time, seniority shall be the controlling factor.

Section 3. Every effort will be made to grant employees their vacation at the requested time subject to their department's responsibility to maintain work coverage and efficient operations for services to the public.

Section 4. Employees will be allowed to sell back to the Village one (1) week vacation each year, to be paid on the last pay period of the fiscal year at the employee's regular rate of pay.

Section 5. Employees will be allowed to carry a maximum of five (5) days vacation into the next year, any more than five (5) days must be approved by the Village Board. The employee will have sixty (60) days within which to utilize this time or he will be paid for it at the rate it was earned.

Section 6. Employees covered under this agreement will be given their annual allotment of vacation on the first day of each new fiscal year.

ARTICLE XVII

HOLIDAYS

Section 1. The holidays as currently observed are as follows:

- | | |
|--|------------------|
| New Year's Day | President's Day |
| Memorial Day | Labor Day |
| Columbus Day | Thanksgiving Day |
| Christmas Eve (1/2 Day) | Christmas Day |
| New Year's Eve (1/2 Day) | Fourth of July |
| Veteran's Day | Good Friday |
| Employee's Birthday - to be used within six (6) months after his/her | |

birthday

Section 2. When a holiday falls on Saturday, the Friday before will be considered the holiday. When the holiday falls on Sunday, the Monday after will be considered the holiday. Not to conflict with Federal Mandated Holidays.

Section 3. Employees will either be given a day off on the holiday or receive holiday pay plus time and one-half for working. Employees in the Water/Sewer Department who work a holiday may choose to receive compensatory time and shall receive pay for all unused holiday compensatory time from the preceding year (December 1 to November 30) on the first pay period in December.

ARTICLE XVIII

SICK LEAVE

Section 1. Any full-time member of the bargaining unit shall have sick leave credited at the rate of one and one-quarter (1 & ¼) days per month. The sick leave days shall accumulate from year to year, but in no case shall an employee be allowed to accumulate more than one hundred eighty (180) days.

Section 2. Sick Leave may be granted for the following reason:
a. Personal illness or disability

Section 3. An employee requesting sick leave should, whenever possible, notify or cause notification to his department head or designee at least thirty (30) minutes before the beginning of his/her shift.

Section 4. A doctor's certificate may be required after three (3) days consecutive sick days off.

Section 5. For illness in the immediate family, not more than five (5) days may be charged to sick leave annually. Immediate family shall be defined as spouse, child, father, mother, father-in-law, mother-in-law, and grandchildren. In addition, any member of this family unit living in the same household.

ARTICLE XIX

BEREAVEMENT LEAVE

Section 1. All employees shall be allowed three (3) consecutive working days off for each death in the immediate family. For the purpose of this section, the term "immediate family" shall be defined as the affected employee's father, mother, wife, husband, brother, sister, children, mother-in-law, father-in-law, grandparents, and step-children.

Section 2. The employee may be required to submit proof to the employer verifying the death resulting in Bereavement Leave.

ARTICLE XX

PERSONAL LEAVE

Section 1. All employees shall be entitled to three (3) personal leave days per year to be used for appointments, etc. which cannot be attended to during other than normal working hours.

Section 2. If possible, requests shall be in writing to the employee's department head or designee at least forty-eight (48) hours in advance of the requested time off.

Section 3. Requests for Personal Leave shall not be arbitrarily denied. Personal leave time cannot be carried from one fiscal year to the next.

ARTICLE XXI

INSURANCE AND RETIREMENT

Section 1. The Village will provide Community Blue I (CBI) insurance with the Riders C7 and RX (contraceptive and \$5 co-pay for prescriptions). The insurance for employees with single coverage shall be paid in full by the Village. Those employees with family coverage shall have deducted in each subsequent bi-weekly paycheck a fee of five (\$5.00) dollars for this insurance coverage. All employees hired subsequent to the execution of this agreement shall pay an amount equal to 10% of the Village's cost for this benefit.

Prescriptions: Each employee shall have a ^{maximum}~~minimum~~ of one hundred dollars (\$100) per year.

Section 2. With respect to contributions, the employer will abide by provisions of Section 75-1 of the NYS Retirement and Social Security Law.

Section 3. When an employee retires, he/she shall be compensated at his/her regular rate for all vacation time and seventy-five percent (75%) in health insurance or fifty percent (50%) cash for unused sick leave accruals.

Section 4. If an employee dies in service, his or her estate shall be compensated at his/her regular rate of pay for all vacation accruals and unused sick time accruals.

ARTICLE XXII

GRIEVANCE PROCEDURE

Section 1. A grievance is a complaint regarding the application or interpretation of the labor agreement by one or a group of employees or the Union.

STEP 1. The aggrieved employee shall have the right to present to his/her immediate supervisor orally within seven (7) working days of the occurrence or when the employee becomes aware of the occurrence of the grievance. If the matter is not satisfactorily resolved within three (3) days, the aggrieved may appeal to STEP 2.

STEP 2. The employee will submit written explanation of the grievance to the Mayor within ten (10) days. Following receipt of the grievance, the Mayor will render a written decision setting the merits of the explanations. If the matter is not satisfactorily resolved, the employee shall have the right to proceed to STEP 3 of the grievance procedure.

STEP 3. Within five (5) working days after STEP 2 reply, the employee shall file, in writing, with the Mayor who shall call a hearing to be held before the Village Board of Trustees. Each party may present oral and written arguments. The Board shall render a written statement with the proposed resolution to the dispute. If the matter is not satisfactorily resolved, it shall be submitted to STEP 4.

STEP 4. The CSEA shall notify the Mayor that it intends to submit the matter to arbitration. The rules of the Public Employment Relations Board shall prevail in the selection of the arbitrator. The arbitrator may not add to, detract from, change, delete, or modify any section of this agreement. The decision of the arbitrator shall be final and binding.

The cost of arbitration shall be borne equally by both parties. This cost shall not include the costs for professional representation. If the employee does not delegate or appoint a representative of CSEA to appear with him/her at any step of the grievance procedure, a representative of CSEA shall be allowed entrance to any meeting or hearing at which the grievance of the employee(s) is to be discussed and shall be sent any decision regarding the grievance at the same time the decision is sent to the grievant.

ARTICLE XXIII

STEWARDS

Section 1. Any meeting between the Village and the Union will be held at a time which will not interfere with operations. The Village agrees to pay Department Stewards their regular classified hourly straight time rate of pay for actual time lost from work while in attendance at Village called grievance meetings. Such payment shall be limited to actual time lost and shall not exceed eight (8) hours in any one (1) work day.

Stewards shall be authorized to investigate grievance in their department during their assigned shifts, without loss of pay, provided they obtain permission from their department supervisor before leaving their work assignment.

In the event a union steward enters a department other than his own, he must first report to that department's supervisor for permission before investigating a grievance.

The Union agrees that there will be no union meetings, collection of dues, election or other union activities on Village time, except in the handling of grievances as provided for and defined in this section.

ARTICLE XXIV

JOB POSTINGS

Section 1. When a job vacancy occurs within the Village, the employer will be responsible for distributing announcements of such vacancies in all work locations of employees at least fifteen (15) calendar days prior to the date they are to be filled. Announcements of such vacancies shall contain the title of the position or positions to be filled, qualifications and number of work locations of the vacancies. When vacancies are announced, employees who wish to be considered for appointment shall file the appropriate notice within ten (10) days following the announcement of the vacancy.

ARTICLE XXV

SAVINGS CLAUSE

Section 1. If any article thereof of this Agreement or any addition, thereto should be 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 shall not be affected.

Section 2. If any article or part thereof found 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 parties agree to meet within thirty (30) days of the court decision to negotiate a satisfactory replacement for the affected article or part thereof.

ARTICLE XXVI

ON CALL STATUS IN WATER & SEWER DEPARTMENTS

Section 1. Policy:
The Village shall continue its policy of scheduling Sewer and Water Department personnel to be available for problems which might arise and paying them for a total of fifty-two (52) hours per week.

Section 2. Payment:
It is agreed that the normal inspections required of on call personnel shall be paid for at the normal overtime rate of one and one-half (1 & ½) times his/her normal hourly rate for each hour so spent. To insure accuracy in this procedure, both the starting and ending time of each inspection shall be recorded. The difference, if any, between the overtime paid and the amount the employee would earn for working twelve (12) hours at straight time shall constitute the compensation for being "on call".

ARTICLE XXVII

MISCELLANEOUS

Section 1. Copies of this document shall be furnished to each employee.

Section 2. With authorization of the Village Board, proper expenses of any employee attending a conference or workshop shall be paid in full. Employees shall not suffer loss of income because of their attendance at conferences or workshops. Compensation will be limited to eight (8) hours of straight time pay per day of actual sessions.

Section 3. Each pay day, the employer will list leave accruals for each employee in the bargaining unit.

Section 4. There shall be no subcontracting of CSEA bargaining unit work without prior negotiations with said bargaining unit.

Section 5. All Employee's covered under this agreement hired after May 31, 2001 will be required to live within the Corporate limits of the Village.

Section 6. Any employee who is a member of the Volunteer Fire Department and/or Volunteer Emergency Squad of the Village may be released by his/her own Department Head to answer any emergency alarms or calls during the working hours without loss of pay. Transport, vehicle maintenance, stand-by, or any non-emergency activity is not included in the meaning of this provision. It is understood that permission to leave shall not be arbitrarily denied.

Section 7. Compensatory time shall be made available in lieu of overtime by mutual agreement between the employee and the Department head in accordance with any and all applicable State or Federal statutes and the rules or regulations promulgated under those statutes.

It is agreed that the employee shall receive compensatory time in lieu of overtime. The employee shall be granted the opportunity to use it within three (3) months from the date accrued. If not used within three (3) months it shall be paid at the rate it was earned.

Compensatory time shall be granted at the same rate as overtime would have been paid.

Section 7. All employee's covered under this agreement may obtain their own New York State Disability insurance, and have it paid for through pay roll deductions.

ARTICLE XXVIII

WAGE SCHEDULE

EFFECTIVE: June 1, 2001, each employee covered under this agreement will receive an increase in his/her hourly rate as that exists on May 31, 2001, of forty-five cents (\$.45) per hour to May 31, 2002. On June 1, 2002, each employee covered under this agreement will receive an increase in his/her hourly rate that exists on May 31, 2002, of forty-seven (\$.47) per hour to May 31, 2003. June 1, 2003, each employee covered under this agreement will receive an increase in his/her hourly rate as that exists on May 31, 2003, of forty-nine (\$.49) per hour to May 31, 2004, for the fourth and fifth year of this agreement a new wage schedule will be negotiated.

Section 1. Additional wage adjustments are provided to the following employees effective June 01, 2000 :

Janice Manning adjusted to \$10.00 per hour, an increase of \$.7904
Carol Waugh adjusted to \$10.00 per hour, an increase of \$.1188

Section 2. Employees shall receive longevity pay annually on their anniversary date in accordance with the following schedule:

- a) 8 years.....\$200.00
- b) 12 years..... \$300.00
- c) 16 years..... \$400.00
- d) 20 years..... \$500.00

SALARY SCHEDULE

<u>DEPARTMENT</u>	<u>TITLE</u>	6/1/01 to 5/31/02	6/1/02 to 5/31/03	6/1/03 to 5/31/04
STREETS	Utility Man 1 st year	\$11.0000	\$11.4700	\$11.9600
	Utility Man 2 nd year	\$12.0000	\$12.4700	\$12.9600
	Utility Man 3 rd year	\$13.3834	\$13,8534	\$14.3434
	MEO	\$13.8318	\$14.3018	\$14.7918
	Working Foreman	\$14.8318	\$15.3018	\$15.7918
	Village Mechanic	\$14.1000	\$14.5700	\$15.0600
CLERICAL	Account Clerk	\$10.4500	\$10.9200	\$11.4100
	Police Clerk	\$10.4500	\$10.9200	\$11.4100
WATER/ SEWER	Operators (52 hr.)	\$14.6905	\$15.1605	\$15.6505
	Oper. Trainee	\$13.6571	\$14.1271	\$14.6171
	Sewer Attend.	\$12.6032	\$13.0732	\$13.5632
	Maintenance	\$14.4053	\$14.8753	\$15.3653
	(40 Hours)			