



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: **Endicott, Village of and Endicott Supervisors Unit 6156-02, CSEA Local 1000, AFSCME, AFL-CIO, Broome County Local 804 (2001)**

Employer Name: **Endicott, Village of**

Union: **Endicott Supervisors Unit 6156-02, CSEA, AFSCME, AFL-CIO**

Local: **1000, Broome County Local 804**

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

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

PERB ID Number: **8360**

Unit Size: **10**

Number of Pages: **17**

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/>

Scanned 6/3/04

PST
8360

AGREEMENT

by and between the
VILLAGE OF ENDICOTT

and the

**CSEA, LOCAL 1000 AFSCME,
AFL-CIO**

**Village of Endicott
Supervisory
Unit # 6156-02**

June 1, 2001 - May 31, 2005

RECEIVED

APR 21 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TABLE OF CONTENTS

		PAGE
ARTICLE 1	RECOGNITION	1
ARTICLE 2	STATEMENT OF POLICY & PURPOSE	1
ARTICLE 3	UNCHALLENGED REPRESENTATION	2
ARTICLE 4	EMPLOYEE ORGANIZATION RIGHTS	2
ARTICLE 5	SALARY	3
	LONGEVITY	4
ARTICLE 6	LABOR MANAGEMENT COMMITTEE	4
ARTICLE 7	RETIREMENT	4
ARTICLE 8	HEALTH INSURANCE	4
ARTICLE 9	DISABILITY INSURANCE	6
ARTICLE 10	WORKDAY/WORKWEEK	6
ARTICLE 11	SICK LEAVE	6
	SICK LEAVE BANK	7
ARTICLE 12	BEREAVEMENT LEAVE	8
ARTICLE 13	HOLIDAYS	8
ARTICLE 14	PERSONAL LEAVE	8
ARTICLE 15	VACATION	8
ARTICLE 16	POSTING OF JOB VACANCIES	9
ARTICLE 17	PROTECTION OF EMPLOYEES	10
ARTICLE 18	GRIEVANCE PROCEDURE	11
ARTICLE 19	DISCIPLINARY PROCURE	12
ARTICLE 20	CONCLUSION OF COLLECTIVE NEGOTIATIONS	12
ARTICLE 21	DURATION OF AGREEMENT	13
ARTICLE 22	LEGALITY OF PROVISIONS	13
ARTICLE 23	SEVERABILITY	13
ARTICLE 24	MISCELLANEOUS	13
ARTICLE 25	LEGISLATIVE APPROVAL	13
ARTICLE 26	MANAGEMENT RIGHTS	13
ARTICLE 27	PERFORMANCE EVALUATIONS	14
	SIGNATURE PAGE	15

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement ("the Agreement") by and between the Village of Endicott (the "Village") and the Civil Service Employees Association, Inc., AFSCME Local 1000, AFL-CIO, **Village of Endicott Supervisors Unit #6156-02** of the Broome County Local 804, CSEA ("CSEA"), collectively, the "Parties".

The Village and CSEA hereby mutually agree as follows :

Article 1 / Recognition

Section 1. The Village, pursuant to Section 207 of Article 14 of the New York State Civil Service Law, also known as the Public Employee's Fair Employment Act, hereby recognizes CSEA as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for all employees of the Village in the following titles:

- Environmental Lab Director
- Line Supervisor - Light Department
- Chief Water Treatment Plant Operator
- Chief Waste Water Treatment Operator
- Water Distribution Foreman
- Assistant Line Supervisor - Light Department
- Parks Superintendent
- Principal Account Clerk
- Sewer Pretreat A
- Head Grounds Man
- Supervisor - Streets
- SCADA Technician
- Water Superintendent

This recognition shall not extend to the Village Clerk/Treasurer, the manager of the En-Joie Golf Course, the Chief of Police, Police Captain, the Superintendent of Public Works, Human Resources Director, the Airport Manager, Fire Chief, or the Fire Marshall.

Article 2 / Statement of Policy and Purpose

Section 1. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly, harmonious and cooperative labor relations for the mutual benefit of the Public Employer and CSEA, as effectuated by the provisions of the Public Employees' Fair Employment Act.

Article 3 / Unchallenged Representation

Section 1. The Village and CSEA agree, pursuant to Section 208 of the Civil Service Law, that CSEA shall have unchallenged representation status for the terms of this Agreement.

Article 4 / Employee Organization Rights

Section 1. Exclusive Negotiations with CSEA

The Village will not negotiate or meet with another employee organization with reference to terms and conditions of employment of full-time employees. When such organizations, whether organized by the employees or the employer, request meetings, they will be advised by the Village to transmit their requests concerning terms and conditions of employment to CSEA and arrangements will be made by CSEA to fulfill its obligations as a collective negotiating agent to represent these employees and groups of employees.

Section 2. Payroll Deduction

A. The Village agrees to deduct and remit such monies exclusively for the CSEA as the recognized exclusive negotiations agent for employees of this unit. The Village shall remit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210 regular membership dues, agency shop fees, and if applicable, Union sponsored insurance programs and the agency shop fees for those employees who have signed the appropriate payroll deduction authorization(s) permitting such deduction.

B. The Village agrees to furnish CSEA with a complete list of names, seniority dates, salaries, and titles of all employees in the bargaining unit and addresses and social security numbers of all Union members on at least an annual basis or upon request (not more than quarterly).

Section 3. Bulletin Boards

The village shall provide bulletin boards for the exclusive use of CSEA at locations mutually agreed to by CSEA Unit President and HRD.

Section 4. Use of Facilities

The Village grants CSEA the rights to use Village meeting rooms (e.g. Council Chambers) if available for the purpose of meeting with its members.

Section 5. Access to Employees

The officers and representative agents of CSEA, Inc. Shall have access to employees on the Employer's premises during working hours for adjustment of grievances and disciplines and administering the terms and conditions of this Agreement. Whenever practical, prior notice of such visits will be given to the Employer, so long as it does not interfere with the employee's work and does not cause overtime hours to be incurred.

The CSEA President or his designee shall be allowed reasonable time to attend to CSEA business of the employees covered by this Agreement. Requests for time will be, whenever practical, made in advance to the representative's Department head, subject to approval. Such approval will not be unreasonably withheld.

Section 6. Employee Organizational Leave

CSEA officers, directors, and representatives shall be granted employee organizational leave and travel time for regional and statewide CSEA delegates meetings. Delegates shall not exceed three (3) in number, and union time shall not exceed an accumulated total of ten (10) work days per contract year. Leave credits shall be deducted from the delegate's vacation or personal leave accruals, or may be taken without pay upon election of the employee, subject to approval by the Human Resources Director.

The CSEA President shall provide to the Village a list of CSEA delegates who will be attending regional and statewide meetings, including the meeting dates. Notification shall be given to the Village at least five (5) work days in advance of any meeting.

Article 5 / Salary

Section 1. Effective June 1, 2001, each unit employee on the payroll shall receive a general wage increase over the 2000-2001 base rate of 3.5% to be applied to their base salary. This wage increase shall be retroactive for all wages paid since June 1, 2001.

Section 1.a. Those employees whose hourly rate is adjusted effective June 1, 2001 as the direct result of an increase in the Hiring Range salary schedule shall receive the adjustment retroactive to June 1, 2001; and shall receive the general wage increase of 3.5%. Water Distribution Foreman \$1,400., Chief Water Treatment Operator \$1,400., Supervisor-Streets & Parks \$1,400., and Parks Superintendent \$582.00.

Section 2. Effective June 1, 2002, each unit employee shall receive a general wage increase over their 2001-2002 base rate of 3.5%.

Section 3. Effective June 1, 2003, each unit employee shall receive a general wage increase over their 2002-2003 base rate of 3.5%.

Section 4. Prior to June 1, 2004, the parties agree to re-open only specific articles of the contract for negotiations: Article 5 - Salary, and Article 8 - Health Insurance.

Section 5. Hiring Range Salary Schedule

Title	Minimum		Maximum
Environmental Lab Director	\$34,000	-	\$41,000
Line Supervisor - Light Department	\$61,000	-	\$62,000
Chief Water Treatment Operator	\$36,000	-	\$39,000
Chief WW Treatment Operator	\$36,000	-	\$40,000
Water Distribution Foreman	\$36,000	-	\$39,000
Assist. Line Supervisor- Light Dept.	\$58,000	-	\$59,000
Parks Superintendent	\$36,000	-	\$39,000
Principal Account Clerk	\$29,000	-	\$35,000
Sewer Pretreat Administrator	\$47,000	-	\$54,000
Head Grounds Man	\$34,000	-	\$38,000
SCADA Technician	\$43,000	-	\$47,000 <i>ELIMINATED IN 2003</i>

Supervisor - Streets	\$36,000	-	\$39,000
Water Superintendent	\$36,000	-	\$42,000

All minimum and maximum rates listed in the Hiring Schedule shall increase annually the same percentage as the general wage increase effective June 1st.

Section 6. Longevity - Effective June 1, 2001 unit employees shall be eligible for a longevity payment to be applied to their base salary (within two pay periods after their anniversary date) in accordance with the Longevity Schedule:

Upon Completion of 5 years	\$25.00
Upon Completion of 10 years	\$50.00
Upon Completion of 15 years	\$75.00
Upon Completion of 20 years	\$100.00
Upon Completion of 25 years	\$125.00
Upon Completion of 30 years	\$150.00
Upon Completion of 35 years	\$200.00

The Village agrees to credit each unit employee on the payroll retroactive to June 1, 2001 with the longevity payment in accordance with their years of completed services, but such payment shall not be compounded.

Article 6 / Labor Management Committee

Section 1. The CSEA and the Village agree to establish a Labor-Management Committee to foster and continue harmonious labor relations. CSEA and the Village will appoint no more than three (3) members, each to said Labor Management Committee. Meetings shall be held as needed with the agenda presented by the party that calls the meeting.

Article 7 / Retirement

The Village shall provide all employees with the benefits of the New York State Employee's Retirement System. Employees in Tiers I and II shall be covered under plan 75(I) of the New York State Employee's Retirement System.

Article 8 / Health Insurance

Section 1. The Village shall provide the Health Insurance Program in effect as of June 1, 1992 or a comparable plan for all employees and their families covered by this Agreement.

Section 2. Contribution - Effective the date of ratification of this tentative agreement, CSEA employees shall contribute the dollar equivalent of Eleven Percent (11%) cost of the annual health insurance premium for either a Family or Individual plan; towards the cost of maintaining their health insurance with the Village.

At no time during the life of this Agreement will the dollar contribution made by a unit employee exceed the caps:

Year	Family	Individual
2001-2002	\$800	\$370
2002-2003	\$800	\$420
2003-2004	\$830	\$470
2004-2005	(To be negotiated)	

Section 3. Part-Time employees may elect to participate in health insurance coverage by contributing 50% of the cost of the insurance premium, to be deducted in twenty-four equal installments. These payments will be run through the IRC 125 plan.

Section 4. Health Insurance Continuation

When an employee is on Family Medical Leave from the Village, the employee will be expected to continue payment of their portion of their health insurance contribution to the Village in order to maintain their coverage.

Section 5. Health Insurance Buyout

The Village shall pay for each active employee who elects not to participate in the Village of Endicott Family Health Insurance Plan a fixed sum of money, or prorated portion thereof, providing the employee can document access to another comparable paid coverage through an alternative employer or organization membership if the employee voluntarily waives his/her right to Village paid medical insurance.

For each year of the contract the Village will pay the employee the maximum amount equal to the annual premium of the individual rate the Village pays on behalf of an eligible employee to be adjusted as of September 30th each year.

The employee who elects this alternative instead of participating in the Health Insurance Program shall inform the Village in writing.

An employee who later elects this alternative Health Insurance Plan shall receive a sum of money, or part thereof, on the second pay-period of July, October, January and April for the months which they elect participation.

The health insurance buyout is available only to employees who are currently insured. It is not available to employees who previously elected not to have health insurance. Proof of alternate coverage is required and shall be submitted to the Human Resources Director prior to any payments made to the employee. The health insurance buyout is available to part-time employees on a pro-rated basis.

An employee who later elects to participate in the Health Insurance Plan due to loss of alternative coverage shall inform the Village in writing. Coverage shall become effective immediately upon notification to the Village.

Employee shall be permitted to elect to participate in the Health Insurance Plan or alternatives only during the Blue Cross/Blue Shield open enrollment periods.

Section 6. Effective January 1, 2002, prescription drug co-payments shall be a \$5.00 Generic, \$10.00 name brand. The Village agrees to enter into a Side Letter of Agreement with CSEA for Mail Order maintenance drug plan continuation.

Section 7. All unit employees who retire or separates service from the Village during the term of this agreement agree that subsequent to their retirement or separation, and in consideration of the Villages agreement to continue their health insurance coverage, they will continue to pay a contribution towards their annual health insurance premium and such contribution shall be the percentage up to the dollar cap as stated in Article 8, Section 2 herein.

Article 9 / Disability Insurance

Pursuant to applicable New York State Laws and legislation, the Village shall provide NYS disability insurance benefits on a shared contributory basis for all employees.

Article 10 / Workday/Workweek

Section 1. The normal work schedule of Unit employees shall consist of five consecutive workdays, Monday through Friday, with two consecutive days off on Saturday and Sunday.

Any deviation to this regular work schedule will be based on the operations of the employee's department. CSEA shall be provided with a work schedule, by department, by the Village once each year of this agreement.

Section 2. Overtime

A. Any employee eligible for overtime compensation as determined by FLSA, shall be compensated for all overtime hours worked in excess of the workweek (37.5 or 40.0) at one and one-half times the employee's normal rate of pay for all hours worked in the overtime capacity.

B. All paid leave shall be considered as time worked for the purpose of computing overtime.

Section 3. Flextime

Employees shall be permitted to work a flextime schedule at the discretion of the Mayor.

Article 11/ Sick Leave

Section 1. Accrual Sick Leave Days

Employees shall accrue one sick day per month of employment to be credited at the beginning of the month.

Section 2. Maximum Accrual

A. Employees hired **after** August 1, 1981 shall be permitted to accrue a maximum of one hundred sixty-five (165) days of sick leave.

B. Employees hired **prior to** August 1, 1981, shall be permitted to accumulate a maximum of 150 sick days and shall be given the option to cash out up to one hundred fifty (150) days of accrued sick leave

once during the term of their employment or upon separation. This option is subject to the approval of the Village. Once an employee has exercised this option they will not be eligible for any future cash out of sick leave accruals.

To request this option, the employee must give advance written notice of at least ninety (90) calendar days to the Village. (Separation, termination, retirement, or unscheduled, unanticipated "emergency" events including acts of God do not require ninety (90) day notice.)

C. NYS 41J Plan - Employees hired **after** August 1, 1981 shall be given the option to convert up to 165 accumulated sick days (the maximum allowed by NYS Retirement Rules) for additional service credit at retirement.

Section 3. Sick Leave Documentation

Employee may be required by the Village to submit a doctor's note in the event they are on sick leave for three (3) or more consecutive work days. The Village may also request a doctor's note for absences not covered by accrued sick time.

Section 4. Family Sick Leave

Employees shall be permitted to use accrued sick leave due to the illness of a member of the employee's immediate family.

Section 5.

Sick Leave may be utilized in increments of no less than one (1) hour.

Section 6. Sick Leave Bank

A sick leave bank will be established subject to the following:

a. A Committee of Five (5) will be called when a written request for sick time is made to the Mayor and Union President. The Committee will be called into being by the Union President within two weeks of request.

b. The Committee will consist of the employees Department Head (1); One (1) representative named by the Union; one (1) representative named by the Mayor; and Two (2) representatives mutually agreed to by the Mayor and the Union President.

c. The Committee will act on requests which reflect major sick time loss and will be guided by past history of sick time use.

d. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.

e. The vote will be by secret ballot.

f. The Committee's action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.

g. The time will be given by the Village and a record kept by the Department Head. The recipient will be required to pay back time on a schedule established by the Committee.

h. Copies of each transaction will be filed in the Human Resources Director's office.

Article 12 / Bereavement Leave

Section 1. The Village agrees to grant bereavement leave of three (3) days with pay in the event of each instance of a death in the immediate family of an employee covered by this agreement.

Immediate family shall be deemed to be husband, wife, children, stepchildren, mother, father, stepmother, stepfather, brother, sister, grandparent, grandchildren, mother-in-law, father-in-law, or domestic partner.

Bereavement leave shall not be deducted from sick leave or annual leave.

Article 13 / Holidays

Section 1. Paid Holidays

Employees within this Unit shall be guaranteed no less than eleven (11) observed Holiday occasions each year of this Agreement. The Dates of observance shall be determined by the operations of the individual departments.

Section 2. When an observed holiday occurs during an employee's vacation that day shall be counted as a holiday not a vacation day.

Section 3. Any employee required to work on a holiday shall be paid his regular rate for all hours worked on that day, and shall receive an alternate day off.

Article 14 / Personal Leave

Section 1. Employees shall be entitled to two (2) personal leave days each year in order to conduct business which cannot be conducted outside of the employees' regular work day. Personal Leave will not be deducted from sick or vacation credits.

Section 2. Personal Leave may be utilized in increments of no less than one (1) hour.

Section 3. Employees shall be granted two (2) Personal Leave days on January 1st of each year thereafter to be used by December 31st of each year. Unused Personal Leave days shall be added to sick leave accumulations at the end of the year.

Article 15 / Vacations

Section 1. Vacation Entitlement

Effective June 1, 2001, the Vacation Entitlement schedule shall read:

Completed Years of Service

Annual Vacation

1-4 years

10 work days vacation

5-9 years

15 work days vacation

10-19 years

20 work days vacation

20+ years

25 work days vacation

Section 2. Carry-Over

In the event that an employee has not been able to take vacation during any one year, the employee will be allowed to carry over up to ten (10) vacation days for use in the next year so long as the employee has requested and has been denied vacation.

Section 2. Allowed vacation credits including those which are...

Section 4. When a Unit vacancy is announced, an employee who wishes to be considered for transfer or reassignment to such Unit vacancy shall file the appropriate notice thereof with the employee's department head, provided, however, that such notice must be filed within ten (10) calendar days following posting of the Unit vacancy.

Unit employees requesting a transfer to the vacant Unit position shall be permitted to do so, on the basis of seniority, prior to any new appointments being made, so long as the Unit employee meets the minimum qualifications for the Unit position and all other factors relevant to the position are equal.

Article 17 / Protection of Employees

Section 1. Out of Title Work

Any employee performing the duties of a higher classification than that held by the employee shall be compensated at the rate of pay of the higher classification for all hours worked in that capacity, once the employee has performed those duties for four (4) consecutive work days.

Section 2. Leave of Absence

An employee may, in the discretion of the Village Board, be granted a leave of absence without pay. Such leave shall not be considered an interruption of continuous service. Such leave of absence shall not exceed six (6) months without the approval of the Village Board. If the employee's approved leave is for documented medical reasons for self, spouse or child, the employee shall continue to maintain and accumulate service credit with the Village and benefits (seniority, sick leave and vacation).

If the approved leave is for recreational, alternate employment, education or non-medically related, the employees seniority date, sick leave credits and vacation accumulation shall be frozen as of the first date of unpaid leave of absence, unless and until the employee returns to Village employment.

Section 3. No Salary Reduction

No employee shall suffer reduction of existing salary as the result of reclassification or reallocation of the position the employee holds by permanent appointment. An employee who is promoted shall serve the necessary probation period pursuant to Civil Service Rules. If the employee fails to provide satisfactory service during any part of the six (6) month period, the employee shall revert back to the employee's former position and salary. The employee will be given monthly written evaluations during the six (6) month probation period.

Section 4. Layoff Procedure

Reductions in the non-competitive Unit work force shall occur with employees within the same job classification with the least amount of seniority being laid-off first. Each employee identified for lay-off shall be allowed to retreat back to the last permanent position held in the Unit even if such retreat causes another Village employee to be displaced. Should the second employee targeted to be bumped by retreat have greater seniority status than the laid-off employee, then the employee shall not be displaced or bumped.

If no position exists for the laid-of employee to retreat to then the employee's name shall be placed on a recall list by seniority date. Seniority date shall refer to the employee's first date in classified permanent

service in the Village in a labor class or non-competitive title. Successive titles shall have no bearing on establishing the employees seniority date.

The layoff and recall of competitive class employees shall be done in accordance with the Civil Service Laws and Rules.

Section 5. Recall Procedures

Laid off employees shall be recalled to the position from which they were laid off on the basis of seniority.

When a permanent vacancy becomes available within the Unit, said vacancy shall be filled by posting within the work location first, then offered to laid-off employees who meet the minimum qualifications for the position, based on seniority, prior to offering the position to outside applicants.

Article 18 / Grievance Procedure

Section 1. Grievance Definition

The Village and CSEA acknowledge the necessity for a simplified grievance procedure to handle the administration of grievances as defined herein. The term "Grievance" shall mean any claim, violation, misinterpretation or inequitable application of the expressed terms of this Agreement, provided, however, that such terms shall not include any matter which is otherwise reviewable pursuant to law or regulation having the force and effect of law.

Section 2. Grievance Procedure

A. Step One: the employee shall contact the CSEA representative. The CSEA representative shall decide if a legitimate grievance exists. If the CSEA representative deems a legitimate grievance exists, the CSEA representative shall discuss the grievance with the employee's department head or the Human Resource Director (whichever is applicable) within twenty-five (25) calendar days of the grievance or knowledge of the grievance.

B. Step Two: If the grievance is not settled at Step one, the grievance will be submitted in written form, within two (2) working days, by the CSEA representative to the Director of Human Resources or the Mayor (whichever is applicable). The written grievance statement shall be signed by the employee. Within fifteen (15) working days of the submittal of the written grievance to the Director of Human Resources or the Mayor, a meeting shall be held between the Director of Human Resources or the Mayor, the employee, their Department Head and the CSEA representative.

C. Step Three: If the Grievance is not resolved at Step Two, it shall be submitted to the Village Board within five (5) working days of receipt of the Step Two answer. The Village Board shall hold a hearing within twenty (20) days of receipt of the grievance and shall render a decision within five (5) working days of the hearing.

D. Step Four: If the Grievance is not resolved at Step Three, either the Village of CSEA, Inc. shall have the right to submit a Demand for Arbitration to the Public Employment Relations Board (PERB), or to a mutually agreed upon hearing officer possessing the authority of an Administrative Law Judge, for final and binding arbitration and resolution. The Parties may also elect to utilize the Mediation/Arbitration (Med/Arb) process with PERB.

A Demand for Arbitration, or Med/Arb application to PERB, or selection of a mutually agreed upon Hearing Officer, must be completed within Forty-Five (45) calendar days after receipt of the Step Three decision, by the Party seeking arbitration.

The decision of the Hearing Officer shall be final and binding upon all Parties, and shall be implemented within Thirty (30) calendar days of receipt of the decision by the Village Clerk.

All expenses incurred by the Hearing Officer shall be equally divided between the Village and CSEA, Inc.

Section 3. All time limits contained within this Article may be modified with mutual agreement between the Village and CSEA, Inc.

Article 19 / Disciplinary Procedure

Section 1. Each employee of the bargaining unit shall be entitled to final and binding arbitration with an arbitrator selected by PERB, as an option in lieu of Section 75 NYS CSL. Arbitration expenses shall be split equally between the Village and CSEA, Inc. The arbitration option is available to bargaining unit members who have attained permanent status under NYS CSL.

Article 20 / Conclusion of Collective Negotiations

Section 1. This Agreement is the entire agreement between the Village and the CSEA, Inc., terminating all prior agreements and understandings and concludes all collective bargaining during its term. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The Parties agree to support necessary means to implement the provisions of this agreement. The Parties acknowledge that, except as otherwise expressly provided herein, they have fully negotiated with respect to the terms and conditions of employment and have settled them for the term of this Agreement in accordance with the provisions thereof.

The Village agrees to maintain all previous and existing rules, regulations, procedure's, administrative orders and work rules, but reserves the right to change the aforementioned topics in the event that the Village perceives a need to implement further the Management Rights as contained within Article 26. Should the Village desire to change these terms of employment, the Village shall provide prior notice to CSEA, Inc. in writing to the Unit President or Staff Representative, no less than Ten (10) working days prior to the implementation date of the proposed changes.

CSEA, Inc. shall be afforded all rights and privileges under the Law to address any/all modifications to existing rules, regulations, administrative orders, or procedure's which is deemed to impact on mandatory terms and conditions of employment. Should CSEA, Inc. file a written demand to negotiate onto the Village specific to this Section, the Village shall hold in abeyance any planned changes, absent a compelling need which impacts the operation or delivery of Village services, until the Parties have exhausted all administrative and legally necessary procedures.

Article 21 / Duration of Agreement

Section 1. The term of this Agreement shall be from June 1, 2001 through May 31, 2005. The Parties agree to make every effort to commence re-opener negotiations for wages and health insurance for contract year 2004 02005, no later than June 1, 2004.

Article 22 / Legality of Provisions

Section 1. If any provision of the Agreement is, or shall at any time hereafter, be held contrary to law by a court of competent jurisdiction, then such provision shall not be applicable performed or enforced, except to the extent permitted by law.

Article 23 / Severability

Section 1. If any provision of this Agreement is, or shall at any time hereafter, be contrary to law, all remaining provisions of this Agreement shall remain in effect.

Article 24 / Miscellaneous

Section 1. Smoking Policy

Smoking is prohibited throughout all Village facilities.

Section 2. Jury Duty

Employees required to serve on Jury Duty shall suffer no loss of regular earnings for those days served. Each employee shall provide documentation for actual time served on Jury Duty, to be submitted in a timely manner to the Village. Employees must reimburse the Village if they are paid by the court.

Section 3. Military Leave

The Village agrees to comply with all Federal and State statues related to military duty leave assignments for unit employees.

Section 4. Uniform / Clothing Allowance

The Village agrees to continue to provide, maintain, and replace (as needed) all necessary uniform and clothing items for Unit employees in all departments.

Article 25 / Legislative Approval

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 VILLAGE BOARD HAS GIVEN ITS APPROVAL.

Article 26/ Management Rights

Section 1. The Village has the sole and exclusive right to exercise all the rights and functions of management.

The word "rights" in reference to management includes the right to:

1. Manage the Village
2. Schedule Work
3. Institute changes in procedures
4. Direct the work force, including the right to hire, promote, transfer, suspend, discipline or discharge
5. Determine services to be rendered to the community
6. Determine location and use of facilities
7. Determine fiscal policy and procedures
8. Determine allocation and assignment of work
9. Determine administration of discipline
10. Determine control and use of Village property
11. Determine whether goods or services are made or purchased.

The listing above is not intended to be restrictive or act as a waiver of any fundamental rights of the employer (management).

Article 27 / Performance Evaluations

Section 1. The Village and CSEA agree to the implementation of a formal evaluation system for employees. Each Unit employee shall be evaluated on an annual basis, pursuant to the procedures and form mutually agreed to between the Village and CSEA 12/16/97.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this instrument to be executed by their proper officials and their seals affixed hereto as of this _____ day of _____ .

FOR THE VILLAGE:

FOR C.S.E.A.:

Michael D'Alle
Mayor Date

Gregory J. Chyni
Unit President Date

William Statten 8-12-02
~~Director of H.R.~~ Date
Date Mayor

Shawn M. Lucas 07/17/02
LRS Date