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#### **Contract Database Metadata Elements**

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Employer Name: **Canastota, Village of**

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

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

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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

MADISON COUNTY LOCAL #827

JUNE 1, 2007 TO MAY 31, 2010

**RECEIVED**

JUL 16 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

7

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**ARTICLE 1**  
**PURPOSE**

This Agreement is entered into between the Village of Canastota, New York, hereinafter known as the "Village" or "Employer" and the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, representing the Village of Canastota Unit #7352 of Madison County Local 827, hereinafter known as the "CSEA" 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.

**ARTICLE 2**  
**UNION RECOGNITION AND CHECK OFF**

1. The Village has recognized by resolutions dated April 11, 1972 and does hereby recognize the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours, and other terms and conditions of employment as defined in Section 201 (4) of the Civil Service Law, for members of the defined bargaining unit.
2. The CSEA represents employees of the Village holding either a full-time position or regular part-time position. For the purposes of this Agreement, a regular part-time position shall be defined as position of employment wherein the employee works at least fifty (50) percent of the time prescribed as a normal payroll period.
3. All management and/or confidential employees, including Village Clerk, Deputy Clerk, General Superintendent, Chief of Police, and Police Officers shall be excluded from the bargaining unit.
4. 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 the Agreement, to designate its own representatives and to appeal 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 pursue all such objectives free from any interference, restraint, coercion, or discrimination by the Employer or any of its agents.
5. The CSEA shall have the sole and exclusive right to pursue any matter or issue, including but not limited 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.

**ARTICLE 3**  
**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.

**ARTICLE 4**  
**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 benefits and/or programs sponsored by the Civil Service Employees Association, Inc. The Employer agrees that no other representative or organization offering benefits or programs similar to those offered or sponsored by the Civil Service Employees Association, Inc., shall be provided access to the bargaining unit employees. The Employer further agrees that it will hold meetings for the purpose of discussing terms and conditions of employment or be provided meeting space or property or premises owned or occupied by the Village of Canastota.

**ARTICLE 5**  
**SALARY PLAN/POSITIONS**

1.

<u>Title</u>	<u>December 1, 2007</u>	<u>June 1, 2008</u>	<u>June 1, 2009</u>
<b>Laborer</b>	<b>\$12.08</b>	<b>\$12.44</b>	<b>\$12.69</b>
<b>MEO/Skilled Laborer</b>	<b>\$17.89</b>	<b>\$18.42</b>	<b>\$18.79</b>
<b>Mechanic</b>	<b>\$18.35</b>	<b>\$18.90</b>	<b>\$19.28</b>
<b>Foreman</b>	<b>\$19.38</b>	<b>\$19.96</b>	<b>\$20.36</b>

2. The Department of Public Works' Foreman will recommend on an annual basis to the Village Board for approval the individual to serve as the Deputy Foreman, the Village Board reserves the right to accept the recommendation, appoint someone of their choosing within the collective bargaining unit, or reserve the right not to appoint an individual to the position. Recommendation shall be made by the first Village Board (organizational) meeting of April each year. Deputy Foreman shall perform all of the functions as the Foreman in his/her absence and as directed by the Mayor. Compensation shall be at \$1.00 per hour higher than the salary plan/position they are currently assigned to.

3. **Longevity** - Longevity will be paid according to the following schedule.

<b><u>Years Completed</u></b>	<b><u>Lump Sum Amount</u></b>
5 - 9	\$ 500
10 - 14	\$ 700
15 - 19	\$ 900
20 - 24	\$1,100
25 plus	\$1,300

Longevity payments shall be paid in the first paycheck in June of each year relevant to the completion of the years of service by the employee during that year.

4. **Step System For New Hires**

<b><u>Title</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>
<b>Laborer</b>	<b>\$8.50</b>	<b>\$9.00</b>	<b>\$9.50</b>	<b>\$10.00</b>	<b>\$10.50</b>
<b>MEO/ Skilled Laborer</b>	<b>\$11.00</b>	<b>\$12.00</b>	<b>\$13.00</b>	<b>\$14.00</b>	<b>\$15.00</b>
<b>Mechanic</b>	<b>\$11.35</b>	<b>\$12.35</b>	<b>\$13.35</b>	<b>\$14.35</b>	<b>\$15.35</b>
<b>Foreman</b>	<b>\$12.25</b>	<b>\$13.25</b>	<b>\$14.25</b>	<b>\$15.25</b>	<b>\$16.25</b>

- A. The Village reserves the right to hire an employee and place them within the step system by passing the hiring step with the CSEA's concurrence of the placement. The employee to be considered for this placement must possess previous experience and qualifications in the same field for which he/she is being hired. Should the Village and CSEA disagree with the placement, the CSEA reserves the right to challenge the placement through the grievance procedure.
- B. All new employees shall serve a probationary period for one (1) year.
- C. Step movement shall be granted to employees who are on permanent payroll in a step for twelve (12) months and annually thereafter until employee attains the top step.
- D. For promotional movement within the step system, an employee shall move to the step year of the promotional title, which guarantees a monetary gain closest to the rate they currently earn.
- E. Upon completion of year five (5), employees shall move from the step system to the Salary Plan on Page 3, and receive the negotiated salary increases for their title as specified.

**ARTICLE 6**  
**PAYROLL DEDUCTION**

The CSEA shall have the exclusive payroll deduction 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.

**ARTICLE 7**  
**RETIREMENT**

1.     A.     The Village agrees to provide Section 75(i) of the New York State Retirement and Social Security Law on a non-contributory basis for Tier 1 and Tier 2 Retirement System members covered by this Agreement.
- B.     The Village agrees to provide the applicable provisions of Articles 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 Retirement System members covered by this Agreement. Such members are required by law to contribute three (3%) percent of their annual earnings to the Retirement System for ten (10) years from their date of membership in the System.
2.     Effective December 1, 2007, any full-time employee that retires directly into the NYS Employee Retirement System with twenty-five (25) years of service to the Village shall be entitled to single health insurance coverage from the Village. The Village shall pay eighty-five (85%) percent and the retiree shall pay fifteen (15%) percent of the premium. The single coverage shall be available to the retiree up to the applicable age for Medicaid/Medicare eligibility or five (5) years, whichever comes first. Should the retiree fail to remain current with monthly premium payments for said coverage, coverage for retiree will be discontinued by the Village.

**ARTICLE 8**  
**HEALTH/LIFE INSURANCE**

1. A. Effective December 1, 2007, all employees currently paying zero (0%) percent for health insurance shall start paying fifteen (15%) percent of the premium regardless if individual or family.
  - B. All employees currently paying twenty-five (25%) percent shall continue contribution until May 31, 2008. June 1, 2008, these employees shall have their contribution reduced to twenty (20%) percent of the individual or family premium. June 1, 2009, these employees shall have their contribution reduced to fifteen (15%) percent of the individual or family premium.
  - C. New hires shall pay the percentage of premium contribution as stated in subsection (b) above at date of hire. Contribution rate, depending on date of hire, shall be reduced as stated.
2. The Village reserves the right to change health insurance plans/carriers or pursue a plan of self-insurance as long as there is no lapse of coverage for pre-existing conditions by virtue of restrictions concerning employee eligibility. The Village will make a good faith effort to offer comparable levels of coverage when negotiating health insurance options or plans.
  3. The Village will provide all employees in the bargaining unit with a \$15,000.00 life insurance policy (per employee) at no cost to the employee.

**ARTICLE 9**  
**WORKWEEK/OVERTIME**

1. The regular workweek for the DPW shall be Monday through Friday, 7 a.m. to 4 p. m., eight (8) hours per day, with one (1) hour for lunch, with the exception of early call out where the workday shall be based on eight (8) hours.
2. Any work performed in excess of the regular workday or the regular workweek shall be considered overtime and shall be paid for at the rate of one and one-half times the regular base rate.
3. In the computation of overtime, all paid leave days shall be considered as eight (8) hours worked.



**ARTICLE 10**  
**VACATIONS**

1. All 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

2. Any employee **hired after June 1, 1995** 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

3. Employees shall be allowed to carry over five (5) vacation days from one (1) year to the next. Any unused days, over the five (5) days, will be forfeited by the employee.

**ARTICLE 11**  
**SICK DAYS/LEAVE**

1. Each employee shall earn one (1) sick day each month.
2. Sick days shall be allowed to accumulate to a maximum of 150 days.
3. If an employee is out on sick leave for three (3) days, employee may be required to bring in a sick leave slip from their doctor.
4. Any employee who is employed full time, and retires, shall be paid for all of their sick days at a rate of \$15.00 per day.

**ARTICLE 12**  
**PERSONAL LEAVE**

All employees shall be granted three (3) personal days per year.

**ARTICLE 13**  
**HOLIDAYS**

1. Employees covered by this Agreement shall receive eight (8) hours of straight-time pay for the following holidays not worked during the year:

Christmas Eve Day	Independence Day	Day after Thanksgiving
Christmas Day	Washington's Birthday	Veterans Day
New Year's Day	Labor Day	Good Friday
Memorial Day	Thanksgiving Day	Martin Luther King Day

2. Any holiday falling on a Saturday, employees shall have Friday off.
3. Any holiday falling on a Sunday, employees shall have Monday off.
4. In the event an employee is not scheduled to work one of the paid holidays as part of their regularly scheduled workweek and is required by the Village to work on any such holiday, employee shall receive in addition to holiday pay, time and one-half for all hours worked on the holiday.

**ARTICLE 14**  
**SENIORITY**

1. Seniority shall commence from the date of hire.
2. Seniority shall be the criteria for:
  - A. Scheduling Vacations
  - B. Determining Layoff

**ARTICLE 15**  
**NONDISCRIMINATION**

1. 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.
2. The Village shall not coerce, restrain or discriminate against employee or Union representatives because of membership in or legitimate activities on behalf of the Union or its members. Representatives shall not coerce employees with respect to Union membership.

**ARTICLE 16**  
**VACANCIES IN A DEPARTMENT**

1. As vacancies occur within the department, and the Village deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists. Employees 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 other departments shall be given the opportunity to bid on the position.
2. All vacancies shall be posted for ten (10) working days in all departments.
3. Interested employees must submit their request for consideration to the Department Head. Selection of employee applicants will be based on seniority and qualifications.

**ARTICLE 17**  
**CLOTHING ALLOWANCE**

1. All Village employees will receive a clothing allowance not to exceed a maximum of \$350.00 per year. Clothing may be purchased at a store of employee's choice. Color and style will be decided by the Village.
2. The Village shall issue appropriate foul-weather gear to all Village employees.
3. Orange tee shirts and blue pants are to be worn daily. During periods of inclement weather, an orange safety vest may be worn in lieu of an orange shirt.
4. Employees shall submit to the Village a receipt for clothing purchase for work clothes/work boots. Payment shall be to employees within thirty (30) days.

**ARTICLE 18**  
**EQUALIZATION OF OVERTIME**

A continuous duty roster will be established in all departments for fair distribution of overtime based on seniority. Roster is to be posted conspicuously by the Superintendent or Foreman.

**ARTICLE 19**  
**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 non-controversial nature relating to meetings or other Union business.

**ARTICLE 20**  
**CALL IN**

1. When an employee, after leaving their place of work, is called in and reports for work other than during their regular scheduled time, employee shall be given a minimum of two (2) hours' work or a minimum of two (2) hours' pay.
2. Employees shall be paid any applicable premium of overtime pay for all time actually worked.

**ARTICLE 21**  
**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.

**ARTICLE 22**  
**SANDING AND PLOWING**

There shall be two (2) employees on sand and plow trucks at all times during winter months.

**ARTICLE 23**  
**BEREAVEMENT LEAVE**

1. An employee who is notified of the death of a family member, as hereinafter defined, shall be excused from work on the next three (3) succeeding calendar days in addition to the remainder of their shift if notification is made during normal work hours. The employee shall be paid their straight time average hourly earnings for such excused time.
2. For the purpose of this provision, the term "family member" is defined as a person related to an employee such as mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, domestic partner, or a person standing in the legal position of a parent.

**ARTICLE 24**  
**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.

**ARTICLE 25**  
**NO STRIKE**

The Union for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike and agrees not to engage in a strike, or cause, instigate, or condone a strike.

**ARTICLE 26**  
**WORK PERFORMANCE**

Should it become necessary for an employee's work to be questioned, it is done so through his/her Department Head. The employee has the right to have his Union representative present at the time of review.

**ARTICLE 27**  
**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. All other provisions of this Agreement shall remain in full force and effect.

**ARTICLE 28**  
**TIME OFF FOR UNION BUSINESS**

1. The representative to the CSEA Board of Directors shall be permitted to leave (without pay) to attend one (1) Board of Directors meeting per month.
2. Two (2) people shall be allotted time off (without pay) to attend two (2) annual CSEA conventions, not to exceed six (6) days per year.
3. An employee who is elected or appointed as an official of Region V CSEA shall be granted five (5) days leave per year, with charge to accumulated credits, to attend meetings and official functions as called by the Regional President.

**ARTICLE 29**  
**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 member 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, and to conserve its property and give service of the highest quality.

**ARTICLE 30**  
**CSEA RIGHTS**

The Union Steward of the Canastota Unit of the CSEA, his/her designated representative, or the assigned CSEA Labor Relations Specialist 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/her absence, the appropriate Department Head, has given permission to visit.

**ARTICLE 31**  
**SAVING CLAUSE**

1. 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 provision of this Agreement shall thereafter continue in effect.
2. 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 or provision hereof as may have been declared null, void, or inoperative.

**ARTICLE 32**  
**GRIEVANCES**

An employee has the right to and may talk to his/her 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 (5) 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 (10) 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, Village Board, employee, Union representative of the department involved, and any other representatives as the Union and Village may choose to have present. If the grievance is not settled within ten (10) days of the presentation at this step, it may, provided the matter involves the application or interpretation of terms of this Agreement, be submitted to arbitration.

**ARTICLE 33**  
**DISCIPLINE AND DISCHARGE PROECEDURE**

1. Any employee covered by this Agreement who has successfully completed their 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 and 77 of the Civil Service Law.
2. 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.
3. If an employee disagrees with the disciplinary action imposed, they shall have fourteen (14) working days to implement a grievance at Step 3 of the grievance procedure and, if not resolved at Step 3, the grievant or CSEA may proceed to arbitration in accordance with Article 34 of the contract.

**ARTICLE 34**  
**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 (30) working days following completion of the third step of the grievance procedure.
2. In matters of discipline or discharge, the CSEA or the grievant may submit the matter to arbitration by serving notice on the Village within thirty (30) working days following completion of the third step of the grievance procedure.
3. The arbitration shall be conducted by an impartial Arbitrator to be mutually agreed upon both parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) 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.
4. The cost of the services and any related express of the arbitrator, excluding the initial filing fee, will be borne equally by both parties. The initial filing fee shall be paid by the party who files for arbitration. The parties involved shall bear the expenses of their respective witnesses and any other expenses they may incur.
5. 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.

**ARTICLE 35**  
**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 therefore, shall not become effective until the appropriate legislative body has given approval.

**ARTICLE 36**  
**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.

**ARTICLE 37**  
**DURATION**

It is mutually agreed upon that this Agreement shall continue in effect from June 1, 2007 and shall end on May 31, 2010.

**ARTICLE 38**  
**FINAL AGREEMENT**

This Agreement shall be in full force and effect from 12:01 a.m., June 1, 2007 to 12 midnight May 31, 2010.

This Agreement is binding on successors, heirs, and assigns of parties hereto.

In witness thereof, the parties have executed this document by their duly authorized representatives this 21 day of March 2008.

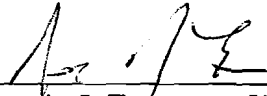
By:

Village of Canastota




\_\_\_\_\_  
Todd Rouse, Mayor

CSEA, Inc.  
Local 1000 AFSCME, AFL-CIO



\_\_\_\_\_  
Antonio J. Tornatore, Unit Representative



\_\_\_\_\_  
Richard Britton, Labor Relations Specialist



## ADDENDUM I

MEMORANDUM OF AGREEMENT  
Between  
VILLAGE OF CANASTOTA  
And  
CSEA Local 1000 AFSCME, AFL-CIO

### ON-CALL PAY

All employees who are required to carry a cellular telephone, or any other type of electronic paging equipment or device, other than during regular scheduled work hours, specifically, 4 p.m. Friday to 7 a.m. Monday shall be compensated by a payment of \$100.00 per weekend. All employees other than the Foreman and Assistant Foreman titles who are required to carry the aforementioned telephone or pager weekdays from 4 p.m. to 7 a.m. shall be compensated by a payment of \$22.50 per night. The payment shall be incorporated into the next pay period following the work period covered. This payment shall be in addition to any authorized compensation associated with working overtime.

The employees shall guarantee coverage for this period with one employee. Schedule of coverage shall be posted one month in advance with notice to the Mayor's office. Individuals may exchange coverage periods by mutual agreement and notice to the Mayor's office.

On-call pay shall have no bearing on Article 20, specifically, Call In when the employees need to respond and reports to work. In the event that the employee on-call is required to report to work due to either a lack of volunteer(s) or inability to contact another employee pursuant to Article 20, the employee on-call shall notify the individual entrusted with the authority to assign overtime.

Any dispute, which may arise concerning the application, meaning, interpretation, or claimed violation of a specific term or provision of this Agreement is subject to the grievance procedure of the Collective Bargaining Agreement.

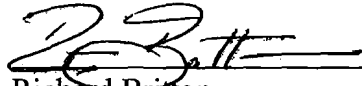
It is understood and agreed that no alteration or modification of the terms of this Agreement shall be made or recognized unless executed in writing between the Village and CSEA. Any such agreement, modification, or alteration must be signed by representatives of both parties to the Agreement vested with the authority to make such agreement.


An employee shall be presented with this Memorandum of Agreement during the employee's initial employment orientation.

ADDENDUM I

IN WITNESS THEREOF, the parties have executed this Agreement through their duly authorized representatives as of this 15 day of April 2008.

By:  April 15, 2008  
Todd Rouse, Mayor  
Village of Canastota  
Date

By:  APRIL 21, 2008  
Richard Britton  
CSEA Labor Relations Specialist  
Date

By:  April 14, 2008  
Antonio J. Tornatore  
CSEA Village DPW Representative  
Date