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Title: **North Syracuse, Village of and North Syracuse Unit 7821-00, CSEA, Local 1000 AFSCME, AFL-CIO, Onondaga County Local 834 (2007)**

Employer Name: **North Syracuse, Village of**

Union: **North Syracuse Unit 7821-00, CSEA, AFSCME, AFL-CIO**

Local: **Onondaga County Local 834, 1000**

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BC / 7696

CSEA
CONTRACT
BETWEEN THE
VILLAGE OF NORTH SYRACUSE
AND THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.
LOCAL 1000 AFSCME/AFL-CIO
VILLAGE OF NORTH SYRACUSE UNIT 7821-00
OF
ONONDAGA COUNTY LOCAL 834

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUNE 1, 2007 THROUGH MAY 31, 2012

**ARTICLE 1
RECOGNITION**

The Village of North Syracuse, hereinafter referred to as the "Village", recognizes the "Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, Village of North Syracuse Unit 7821-00 of the Onondaga County Local 834", hereafter referred to as the "Association", as the exclusive bargaining agent for all; employees in the bargaining unit for the purpose of collective negotiations and the administration of grievances arising hereunder for the maximum time permitted by law.

**ARTICLE 2
BARGAINING UNIT**

It is agreed for the purpose of this Agreement that the term "employee" and "employees" shall include all permanent full-time employees in the Village engaged in highways, janitorial, parks and maintenance work, including laborers, motor equipment operators, crew leaders, custodial workers (Janitor), and firehouse caretakers, but not including, clerical or administrative employees. The Village further agrees to include any newly created titles into the bargaining unit which appear to have a community of interest with titles now represented by the association. In the event of a disagreement between the parties on a title, then either party may submit the issue to the Public Employment Relations Board for resolution. The association does affirm that it does not have the right to strike, to assist or participate in any strike, work stoppage or close down against the Village.

**ARTICLE 3
ASSOCIATION SECURITY**

A. Dues

The Village shall deduct from the wages of each member of the bargaining unit and remit to the Association, regular membership dues and/or any insurance premiums for those members covered by this Agreement who have signed authorization permitting such payroll deductions and/or any insurance programs sponsored by the Association. The Village further agrees that the Association shall be entitled to have dues deductions made from. The wages of employees of the bargaining unit, who are not members of the Association, in an amount equivalent to the dues levied by the Association, and remit to the Association monthly. The Association hereby agrees to hold the employer harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

B. Discrimination

Membership in the Association shall be voluntary, and the Village agrees that there shall be no discrimination, interference, restraint or coercion by the Village or any of its agents against any employee because of his/her membership in the Association or because of lawful activities on behalf of the Association and his/her fellow members.

C. Association Business

The Association may designate any one (1) delegate at a time who will be given a leave of absence with pay for up to a total of five (5) days in each contract year, to attend conventions or meetings of the Association, if such days are regularly scheduled work days of the designated delegate. The Association is to notify the Village Highway Superintendent a minimum of five (5) working days in advance of granting such leave.

D. Bulletin Boards

The Village agrees to provide access to one (1) bulletin board in its various departments for the posting of notices by the Association. Such access to Village bulletin boards is not to include defamatory or political materials.

E. Insurance Programs

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program, and the Association's Life Insurance Program, to visit the employees covered under this Agreement provided the appropriate supervisor is assured that such meeting will cause no inordinate interruption of work.

F. Labor Relations Specialist

The Association Labor Relations Specialist shall, for the purpose of administering this Agreement, meet with employees covered under this Agreement on the job, provided the appropriate supervisor is assured that no inordinate interruption of work shall be caused by such meetings.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Association agrees that the Village has complete authority for the policies and administration of all Village departments, which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement.

Any matter involving the management of Village operations vested by law in the Village and not covered by this Agreement is vested in the Village.

The Board of Trustees of the Village on its own behalf and on behalf of the Village hereby retains and reserves unto itself all rights, powers, authority, duty and responsibility conferred on and vested in it by law. The exercise of any such rights, power authority, duty or responsibility by the Board of Trustees and the adoption of such rules, regulations and policies as it may deem necessary, and as they apply to employees represented by the Association, shall be limited only by the specific and expressed terms of this Agreement.

When the Village DPW Superintendent is on vacation, he shall leave a list of instructions and daily projects to be accomplished in his absence. The Village may assign the senior employee present the duty of distributing the work per the DPW Superintendent's instructions, however such senior employee shall have no managerial authority to discipline other employees, or to approve or disapprove leave of other employees. The Village Trustee acting as liaison to the DPW or the Mayor shall be available to act in place of the DPW Superintendent in the event necessary.

ARTICLE 5
ATTENDANCE AND LEAVE
Vacation, Personal, Sick and Bereavement

A. Vacation Leave

- 1) Full-time employees shall be entitled to the following schedule of vacation. Vacation time shall be earned in the period prior to taking vacation. Rate of vacation time accrual shall change on anniversary date. Vacation shall be issued to each employee in January of each year. Vacation time may not be taken prior to completion of six (6) months of employment for employees hired before this Agreement is ratified. Vacation time may not be taken prior to completion of twelve (12) months of employment for employees hired after this Agreement is ratified.

Annual vacation periods will be determined in accordance with the "Seniority & Tenure" restrictions of the contract below:

PERIOD OF EMPLOYMENT

Seniority and Tenure: Seniority shall be defined as an employee's date of hire with the Village of North Syracuse.

During the first year --1/2 day for each full calendar month worked.

AFTER

1 year.....	11 days	9 years	21 days
2 years	12 days	10 years.....	22 days
3 years	13 days	11 years.....	24 days
4 years	14 days	12 years	25 days
5 years	16 days	13 years	26 days
6 years	18 days	14 years.....	27 days
7 years	19 days	15 years	28 days
8 years	20 days		

- 2) Request for vacation shall be granted by seniority at the time desired by the employee. No employee will be permitted to bump a less senior employee's vacation selection, so long as the less senior employee's request was submitted prior to May 1. The DPW Superintendent shall determine according to the operational needs, the number of employees that may be on leave at one time but shall not be unreasonably denied.
- 3) A vacation balance of five (5) days may be carried over from one calendar year to the next.

B. Personal Time

Each full-time employee of the bargaining unit shall be entitled to three (3) days in each calendar year to be used for personal time. Personal time may not be carried over from one calendar year to another.

Each full-time employee shall have the right to convert, annually, up to six (6) sick leave days to personal leave. Such conversion of sick leave to personal leave shall not affect an employee's earned time.

C. Sick Leave

- 1) Each employee of full-time permanent status shall be credited with one and one-quarter days of paid sick leave for each month of service up to a maximum of 165 days to be applied toward illness or injury which is not work related. When an employee's credited sick leave falls below 165 days, he/she will be credited for one and one-quarter days of sick leave during each month that his/her sick leave is below 165 days and during which time he/she is actively at work for at least fifty percent (50%) of his/her scheduled shifts, exclusive of vacations and said leaves of absence.

- 2) When continuous sick leave is three (3) days or more, the Village may require, as a condition of payment, a statement from the employee's physician certifying that the employee was ill and the duration of the illness. Such certification shall not be interpreted as requiring disclosure of the nature of the illness and shall comply with HIPAA regulations. When an employee has used in excess of eight (8) paid sick leave days in a calendar year, when the eight (8) days is composed of such leave taken in one or two day segments, the Village may require a physician's statement. When continuous sick leave exceeds fifteen (15) calendar days, the Village may require a physician examination by a physician selected by the Village and paid for by the Village. Sick leave shall not be utilized for regularly scheduled medical appointments.
3. Employees who are eligible to retire, and meet the requirements to retire under the New York State Retirement System, will have the option to sell back to the Village of North Syracuse up to fifty percent (50%) of unused accumulated sick leave days at their daily rate in effect at the time of their retirement or use accumulated sick leave up to a maximum of 165 days toward service credit at the time of retirement as allowed by 41-J.

Employees shall be allowed to charge absences from work in the event of death or illness in the employee's immediate family against accrued sick leave credits up to a maximum of five (5) days per calendar year.

Earned Time

Employees who have perfect attendance for ninety (90) consecutive days, and are neither tardy nor sick during said period, shall earn an additional day off with pay. Time off for personal time, compensatory time, vacation time or holidays shall not mar otherwise perfect attendance. Employees may earn up to a maximum of four (4) earned days in a calendar year. One earned day may be carried over from one calendar year to the next. All other earned time must be taken within six (6) months of earning.

D. Bereavement Leave

In the event of the death of a member of an employee's family [spouse, child, parent, sister, brother, father-in-law, mother-in-law, foster or step-parent, grandparent(s)], the employee shall be excused from work with pay, at their request, for up to three (3) days. For other family members [aunts, uncles, brother-in-law, and sister-in-law] the employee shall be excused from work, upon approval by the superintendent of Public Works, if requested, for one (1) day. Additional days of leave, for the above or for others, may only be granted by the Mayor.

**ARTICLE 6
EMPLOYEE BENEFITS**

A. Workers' Compensation

The Village shall carry an insurance policy that provides those benefits to the employees in the event of an accident on the job or of sickness due to employment as are prescribed by the Workers' Compensation Law of the State of New York.

B. All Medical Insurance will be continued while on Workers' Compensation.

C. While receiving Workers' Compensation benefits, employees shall continue to accumulate seniority credit and receive all other benefits provided in this Article 6. However, the employee shall receive a pro-rated amount of the clothing allowance based on time/money actually worked in that calendar year.

D. Retirement Plan

The Village shall continue to comply with New York State Retirement and Social Security Law § 41-J. The Village shall contribute to the New York State Retirement System on behalf of each employee in the bargaining unit, who is a member of the New York State Retirement System, in an amount of one hundred percent (100%) of the required cost toward the retirement plan commonly known as the 25 year 1/60th plan.

Each employee who shall have entered the bargaining unit as a Village employee after July 1, 1976: shall be incorporated into the New York State Retirement Plan and the Village will contribute to said retirement program in those amounts mandated by the State Retirement System for each employee.

E. Health Insurance

The Village of North Syracuse agrees to provide health insurance coverage to the employees through Excellus EPO Option II (the "Plan"), excepting out the Medical Expense Reimbursement Plan ("MERP"), but which shall include: Hospitalization Plan; Major Medical Plan; Surgical Plan; Chiropractic and Physical Therapy.

The member should refer to the actual Plan for additional information with respect to specific coverage and handling of claims. Active Association member's contributions will be made with pre-tax dollars for savings to the member of federal and New York State taxes.

Employee Contributions:

One percent (1%) of gross pay or \$300 maximum for individual;
Three percent (3%) of gross pay or \$900 maximum for family.

In 2008 there is a \$15.00 co-pay on generic, \$25.00 co-pay on name brand preferred prescriptions and \$40.00 co-pay on non-preferred prescriptions.

The Village will contribute up to a fifteen percent (15%) increase in premium for the Plan, during each year of this Agreement, and employees will still be required to contribute towards premiums as described above. Employees will be responsible for any additional increase in premium over fifteen percent (15%) and up to and including twenty-five percent (25%), and employees will still be required to contribute towards premiums as described above. Should premiums increase in excess of twenty-five percent (25%) for any year of this Agreement, the parties agree to re-open collective bargaining negotiations with regard to health insurance only.

If co-pays for the Plan increase for any year in which this Agreement is in effect, the Village shall provide each employee participating in the Plan with a stipend in the amount of \$200.00 for the year in which the co-pays increase. This stipend shall be taxable income to the employee.

F. Dental

The Village shall provide all encompassing comprehensive self-insured dental coverage for each employee and his/her family on an employer eighty percent (80%) and employees twenty percent (20%) cost sharing basis, such that, for example, if the dental charge for a procedure is \$100.00 - the Village shall pay \$80.00 of said charge and the employee shall pay the remaining \$20.00 of said charge.

The Village shall be obligated to pay, in accordance with said cost sharing formula, up to the sum of \$1,000.00 per employee, per year, and in addition thereto, up to the sum of \$1,000.00 per dependent per year. For example, if an employee has three (3) dependents, the Village shall be obligated to pay up to \$1,000.00 per dependent, per year, towards said employee's dependents' dental charges.

G. Life Insurance

The Village shall provide at least five thousand dollars (\$5,000.00) of death benefit term life insurance on the life of each full-time permanent employee. The Village reserves the right to self-insure the provisions of this benefit. In addition to the term life insurance, the Village agrees to pay for, on a group basis, the premiums for a twenty-five thousand dollar (\$25,000.00) death benefit whole life insurance policy from a carrier mutually agreed upon by the Village and the Association for each full-time permanent employee, subject to the following conditions:

1. Upon voluntary enrollment by the employee, the Village agrees to pay one-half of the annual insurance payment for the above policy for the first four (4) continuous years in which the employee remains in full-time permanent status.
2. For those employees who have completed four (4) years of full-time permanent service in the bargaining unit and upon that employee's voluntary enrollment in the above policy, the Village agrees to pay one hundred percent (100%) of the annual insurance premium.
3. An employee must be thirty-five (35) years of age or under in the year in which he/she elects to be eligible for Village paid life insurance.
4. For employees separated from Village services, for whatever reason, the Village will pay the pro-rated amount of the annual whole life insurance premium calculated on the time between January 1st of the year in which the separation occurs and the date of separation.

Full-time permanent employees who are not eligible for Village paid whole life insurance coverage because of the above age requirements, will be granted five (5) additional paid vacation days, per year, in lieu of receiving this benefit or a twenty-five thousand dollar (\$25,000.00) term life insurance policy, of which the premium shall be paid by the Village.

H. Savings Plan

Employees may have a savings program with deductions taken out of their pay in accordance with procedures established with the depository bank designated by the Village Board at its annual meetings, as long as the depository bank has agreed to such a program.

I. Clothing Allowance

Each employee will be allotted an annual clothing allowance to be used for the specific purpose of performing the duties and obligations of his/her work schedule as required for the DPW and Fire departments. The clothing allowance is for required work apparel or equipment, not any other purpose, for which each employee shall receive \$500.00 per year for this agreed upon period.

J. Retiree Insurance

Any employee working for the Village for a period of twenty-five (25) years or more, shall, upon retirement from the services of the Village in good standing, who meet the requirements to retire under the New York State Retirement System, and who must have attained the minimum age of fifty-five (55) years old, shall be entitled to

continued inclusion in the health insurance package that is in existence at the time of retirement. Said premium, for this health insurance to be paid by the Village until such time as the employee reaches age sixty-five (65) or is able to receive Medicare (whichever comes first), at which time said inclusion for the employee will be discontinued. If such coverage should be determined to be illegal or if the Village's carrier refuses to carry such former employee under the group package, or if the employee is employed with another employer where health insurance coverage is offered, the Village shall not be required to provide such coverage to the retired employee.

ARTICLE 7 EDUCATION & TRAINING

A. Education

The Village will pay seventy (70%) percent of all non-reimbursed costs (at the SUNY rate) of college courses associated with a degree program, whenever taken, such courses to be prior approved by the Mayor. A maximum of six (6) credit hours per semester provided, however that at least a passing grade is obtained when a pass-fail option is designated, or a grade of "C" or better when a grade system is used. Loans are not to be considered reimbursement.

B. Training

The Village shall provide training on Village equipment to obtain CDL license and allow employees to take their road test on Village equipment. The Village shall also provide all necessary (as determined by OSHA) training for employees.

ARTICLE 8 PERSONNEL FILE REVIEW

An employee shall, within five (5) working days notice to the Village, have the right to review his/her personnel file once per year, in the presence of a CSEA representative (if requested by the employee), and a designated official of the Village. The employee shall be allowed to place in such file a response of reasonable length to any material he/she feels is derogatory in nature.

ARTICLE 9 SAFETY & HEALTH

Unsafe Equipment: The Village remains committed to providing and maintaining safe working conditions and to initiate and maintain operating practices which will safeguard employees, in an effort to eliminate the potential of on-the-job injury/illness and resulting in Worker's Compensation claims.

The Village and CSEA will cooperate in the identification of safety hazards (i.e., unsafe equipment), and will work mutually toward their elimination or control and strive to insure

compliance with OSHA Regulations, Safety guidelines and Policies established in the interest of providing a safe and healthful work place.

If an employee encounters a piece of equipment that is unsafe to operate, it is his/her duty to report such equipment to his/her supervisor immediately. It is the supervisor's duty to resolve the safety violation or if he/she considers the situation not a safety violation, he/she must report it to the Highway Superintendent immediately to make him/her aware of the situation. Should the condition not be resolved after review by the Department of Public Works Highway Superintendent, the employee shall have the right to refuse the work assignment if he/she feels that it creates an imminent danger for serious injury or death. If CSEA or the employee feels it is a safety violation, they may file a formal complaint with the Public Employee Safety and Health Division (PESH) of the New York State Department of Labor.

Employees may change into and wear shorts during the summer months if wearing shorts does not pose a threat to the employee's health and safety given the nature of duties the employee is required to perform.

All plowing conducted in a vehicle of 18,000 pounds or more, shall be conducted by two employees, such that one employee drives the vehicle and one employee operates the wing.

ARTICLE 10 CONTRACTING OUT

There shall be no loss of present employment by permanent employees in the bargaining unit as a result of the Village's exercise of its right to contract out for goods and services.

ARTICLE 11 PROMOTIONS AND APPOINTMENTS

The Village Board of Trustees shall make all permanent appointments, promotions by seniority within the bargaining unit, provided the employee meets the minimum qualifications as stated in the Civil Service job description, and in accordance with the Civil Service Law of the State of New York and the Onondaga County Civil Service rules and regulations when applicable.

**ARTICLE 12
SALARIES AND COMPENSATION**

A. Salary

Salaries paid to each full-time permanent employee shall be based on the following table:

STARTING SALARY TABLE

	6/1/2007- 5/31/2008	6/1/2008- 5/31/2009	6/1/2009- 5/31/2010	6/1/2010- 5/31/2011	6/1/2011- 5/31/2012
Custodian hired prior to ratification	\$24,054.00	\$25,016.00	N/A	N/A	N/A
Firehouse Caretaker hired after ratification	N/A	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
Laborer I hired prior to ratification	\$22,158.37	N/A	N/A	N/A	N/A
Laborer I hired after ratification	N/A	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
Laborer II hired as Custodian or Laborer I prior to ratification	\$27,198.41	\$28,286.35	\$29,417.80	\$30,594.51	\$31,818.29
Laborer II hired after ratification	N/A	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
Motor Equipment Operator Hired as Custodian, Laborer I or Laborer II prior to ratification	\$33,056.91	\$34,379.19	\$35,754.36	\$37,184.53	\$38,671.91
Motor Equipment Operator hired after ratification	N/A	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00

B. Promotion Pay Rate

Employees promoted from Laborer I to Laborer II, or from Laborer II to Motor Equipment Operator shall receive as the employee's new salary, the greater of either: (i) the employee's current base salary plus \$450.00; or (ii) the current starting salary of a Laborer II (if the employee is promoted from Laborer I to Laborer II) or the current starting salary of a Motor Equipment Operator (if the employee is promoted from Laborer II to Motor Equipment Operator). This promotion pay rate shall not apply to any employee hired after this Agreement is ratified.

Increases shall be applied to regular gross salary, by a flat percentage rate, each year as follows:

- 6/01/07 – four percent (4%)
- 6/01/08 – four percent (4%)
- 6/01/09 – four percent (4%)
- 6/01/10 – four percent (4%)
- 6/01/11 – four percent (4%)

C. Compensatory Time

Employees working extended time during off normal hours, shall be compensated at the appropriate overtime rates for such service, either in equal time off or pay, at the employee's option. For the terms of this contract, normal hours are considered to be 7:00 am to 3:30 pm, Monday through Friday.

Also, the Superintendent of Public Works reserves the right to create a second (2nd) shift during the period November through April during the winter months for maintenance and snow removal. According to seniority, MEO's shall be assigned to shifts first.

Cellular telephones shall be provided on 2nd shift for emergencies and employees shall be paid \$.80 per hour for shifting. Compensatory time or pay shall be taken no later than one (1) year following the period when such time was earned. Compensatory time will be capped at forty (40) hours. Any additional time will be paid at time and one-half (1.5). These rates are:

1. Time and one-half for hours worked in excess of eight (8) hours in any twenty-four (24) hour period or for hours in excess of 40 hours per week.
2. Time and one-half for time worked on all holidays except Thanksgiving Day, Christmas Day or New Year's Day.
3. Double time for Thanksgiving Day, Christmas Day or New Year's Day.

D. On-Call Status

1.
 - a. All DPW employees shall be "on-call" and have a beeper (supplied by the Village) from November 15th through April 15th of each year. Employees who are "on-call" for the winter shall be notified one (1) hour prior to reporting for work.
 - b. When an employee is on call, he/she must: notify the Superintendent of Public Works where he/she can be contacted in case of an emergency. The determination of an emergency shall be solely at the discretion of the Superintendent of Public Works. In addition, an employee shall be required to be on call from time to time throughout the year on a weekly basis. An employee shall be allowed the Friday off immediately following this week of on-call status.
 - c. With the exception of sewer calls (referenced in sub-paragraph 3 below, all employees shall be paid a minimum of 1 and ½ hours when called into work.
2. Employees are frequently required to be "on-call" during holiday time. Regardless of the number of times an employee is "on-call" during holiday time, he shall be allowed one day off per year. The day may be taken at any time during the year with the approval of the Superintendent of Public Works.
3. When an employee is called in for a sewer call, the "on-call" worker is to be paid a minimum of one-(1) hour. All Winter "on-call" employees shall be notified one (1) hour prior to the time needed to report to work.

E. Distribution of Overtime

1. Available overtime shall be distributed equitably among qualified employees who normally do such work under the supervisor responsible for assigning the overtime.

Overtime shall be made on a rotational basis. The initial rotation list shall be set upon the basis of seniority and job title. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list.
2. In the event an employee is skipped when overtime is distributed, the employee skipped shall be allowed to work the next available overtime equivalent to the amount of overtime worked by the employee for whom he/she was skipped. The rotational list shall not be used for subsequent overtime until the skipped employee has, worked overtime in the amount he/she would have worked had he/she not been skipped.
3. A record of employees who have worked overtime shall be updated on a daily basis and shall be posted at the work location. The posting shall include date of overtime

worked, name of employee who worked the overtime, the number of hours worked, and job title.

4. The Village shall be required to assign overtime in accordance with the job description for each title. For instance, the Village shall be required to assign MEOs first to perform MEO job duties. If MEOs are unavailable, the Village may then assign Laborer II's then Laborer I's to perform MEO duties.
5. When overtime is determined to be necessary by the Village, management shall not perform bargaining unit work until all bargaining unit members have been offered overtime.

ARTICLE 13 CONTINUOUS HOURS OF WORK

When an employee's normal daily schedule is eight (8) hours, an employee shall not be required, but may volunteer, to work more than sixteen (16) consecutive hours in a 24 hour period.

When required to work sixteen (16) hours, an employee will be allowed two (2) one-half hour lunch breaks.

ARTICLE 14 TRANSFERS

Employees within the bargaining unit, hired prior to the date this Agreement was ratified, shall have first preference for transfers between departments before hiring from the outside. The Village shall have no obligation to give employees within the bargaining unit hired after the date this Agreement was ratified any preference for transfers between departments.

ARTICLE 15 LAYOFFS

Any layoffs will be by reverse seniority within the bargaining unit.

ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

Any employee under this Agreement shall have the right to challenge the existence of good and sufficient cause of discipline, discharge or dispute as to the interpretation or application of the terms of this contract or rights claimed to exist hereunder shall be processed in accordance with the procedure below.

Where the Village decides to impose discipline (i.e., termination, fine, suspension without pay or a written reprimand), the Notice shall be made in writing and served upon the employee by either personal service or by certified mail, return receipt requested and must set forth the specific acts for which discipline is being imposed, i.e., dates, times and location of the occurrence and must be provided within 10 days of the alleged incident.

Step 1:

Any employee who believes that he/she has a justifiable grievance, shall discuss the matter with the department head, with or without Union representation in an attempt to settle the same within ten (10) working days after the grievance occurs. Within ten (10) working days after the oral presentation of the issue/problem, the department head shall communicate on a written basis, his/her decision to the employee and the Association representative, if any.

Step 2:

If the employee is not satisfied with the decision of the Department head, he/she and/or the Association representative may, within ten (10) working days thereafter, request a review and determination of the grievance by the Mayor or his/her authorized designee. The grievance shall be in writing and contain a statement from grievant or Association as to the nature of the grievance. Within ten (10) working days after receiving the request for a step two (2) hearing, the Mayor or his/her designee shall convene a meeting for the aggrieved employee and the Association representative(s).

Thereafter the Mayor or his/her designee shall render, in writing within ten (10) working days after the meeting, his/her decision. At this time, provided that such written decision is prepared by someone other than the Mayor, the grievant/union shall provide a copy of such written decision to the Mayor.

Step 3:

In the event that the grievance is not settled at the conclusion of Step Two (2), the grievant through the Association, may submit the grievance to binding arbitration within thirty (30) working days to either the American Arbitration Association or the Public Employment Relations Board. The expense of arbitration will be shared equally between the Village and the Association. The decision of the arbitrator will be final and binding upon both parties of the Agreement. The arbitrator shall have no power to add to, subtract from, or modify any of the conditions or provisions of the Agreement; however, in the event a dispute arises as to the issues to be determined in the arbitration, said arbitrator is hereby empowered to not only resolve the dispute, but to determine the issue to be decided.

All time limits contained in this Article may be extended by mutual agreement between both parties. Extensions shall be confirmed in writing by the party requesting them. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Contract, shall be permitted a reasonable amount of time, free from their regular duties with the permission of the department head, to fulfill these obligations.

In the event the Department Head and/or Mayor fail to respond, in writing, within the time(s) set forth above, the grievance shall be considered as resolved in favor of the grievant, and the relief requested shall be granted.

ARTICLE 17 OUT OF TITLE

An employee covered by this agreement who is assigned to temporarily perform duties of a higher job classification shall be compensated for such duties by one dollar and fifty cents (\$1.50) per hour over their present hourly rate for all time worked out of such class.

ARTICLE 18 HOLIDAYS

Each permanent employee of the Association, each year shall receive the holidays listed below:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day (Floater)
- Veterans Day
- Thanksgiving Day
- Christmas Day

**ARTICLE 19
SAVINGS**

A. Savings

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

B. Whole Agreement

The foregoing Agreement constitutes the entire agreement between the parties and no verbal statement shall supersede any of its provisions.

**ARTICLE 20
ALCOHOL & DRUG TESTING**

Omnibus Action: The Village of North Syracuse and the Civil Service Employees Association, Inc., agree to follow the rules mandated by the Federal Highway Administration (FHWA) that requires alcohol and drug testing of various employees, including all Department of Public Works (DPW) employees ready to perform all DPW functions, in compliance with the Department of Transportation (DOT) Regulations codified at 49 C.F.R. Part 40, and 49 C.F.R. Part 382, and pursuant to The Omnibus Transportation Action of 1991, enacted October 28, 1991 and modified. The document referred to is titled "Village of North Syracuse Regulations on Drug and Alcohol Testing".

**ARTICLE 21
FAMILY MEDICAL LEAVE ACT**

Employees who request FMLA shall, at their option, be allowed to use their accruals, or take leave without pay.

**ARTICLE 22
DURATION OF AGREEMENT**

The Agreement shall be in effect from June 1, 2007 through May 31, 2012. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective representatives:

VILLAGE:

CSEA:

John Heindorf, Mayor Dated

Grant Cummings Dated
Unit President

Diane Browning, Deputy Mayor Dated

James Wallace Dated
Negotiating Team Member

Frank Antonucci Dated
CSEA Labor Relations Specialist