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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
VILLAGE OF JOHNSON CITY, BROOME COUNTY, NEW YORK  
AND THE VILLAGE COURT CLERKS UNIT

TERM: JUNE 1, 2008 TO MAY 31, 2010

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 30 2009

**ADMINISTRATION**

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COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF JOHNSON CITY,  
BROOME COUNTY, NEW YORK, AND THE VILLAGE COURT CLERKS UNIT.

THIS AGREEMENT, made this \_\_\_ day of \_\_\_\_\_, 2009, by and between THE VILLAGE OF  
JOHNSON CITY, BROOME COUNTY, NEW YORK, hereinafter referred, to as ("Village") and  
The VILLAGE COURT CLERKS UNIT  
(Hereinafter referred to as ("Unit"))

WITNESSETH:

ARTICLE I: ASSOCIATION RECOGNITION

- A) The Village recognizes The Unit as the sole and exclusive representative for all Court Clerks Unit personnel (hereinafter referred to as -Members)
- B) Court Clerk personnel are defined as those employees of the Village holding the title of Clerk to Justice.
- C) The Unit affirms that it will not assert the right to strike against the Village, to assist or participate in any strike, or impose an obligation upon its members to conduct, assist, or participate in such a strike.

ARTICLE II: SALARY AND PROMOTION

Retroactive to June 1, 2008, the base salary for 2008/09 for each member is to be as follows:

Rachelle Gallagher: \$24,291.08

Carrie Aurelio: \$20,791.08

No new or additional job titles shall be established without written notice to the Unit, or if an existing title is being offered for promotional consideration, current members shall be notified of said new position and may take a Civil Service examination for said position, if eligible.

1. D) WAGES AND INCREMENTS (a) The base salaries of current Unit members shall be as set forth in Exhibit "A". (Exhibit "A" does not include longevity pay or educational incentive pay.)

In year two (2) of this contract each unit member will receive a 2.5% increase in their base salary as noted on Exhibit A

2. New Hires:

Starting entry level salaries for the Court Clerk Unit shall be as set forth in Exhibit "B" of this contract. Newly hired employees will not be entitled to negotiated wage increases until they have been employed with the Village for a continuous period of one full year. Upon the one year anniversary date of initial employment, said employees will be entitled to a pro rata share of the negotiated increase dependent upon the month of hire. If, however, the starting salary for the position filled by the new hire is increased during the first year of employment and prior to the one year anniversary date of the hire, then such person shall be entitled to receive the higher salary or the pro rata share of the negotiated increase applicable to all bargaining unit members, which ever is higher.

3. Performance Evaluations

Performance Evaluations shall continue to be conducted by the Department Head consistent with the practices and policies established between the Village and Court Clerk Unit. The parties agree and understand that performance evaluations are an important tool for bettering communications within the work place and in the absence of the prior salary schedule, are not intended for the purpose of advancing Unit employees along the prior salary schedule steps Evaluations will be held between May 1 and May 31. It is agreed and understood however, that any employee receiving a negative evaluation will be re-evaluated within a three (3) month period following the commencement of any fiscal year.

ARTICLE III: HOURS OF WORK. OVERTIME. HOLIDAYS. VACATION

A) Schedule of working hours: For the Employees/Unit members it shall be as follows:

Monday through Friday: 8:00 AM to 4:30 PM or flex-time hours may be worked as approved by the Department Head/Supervisor. Such flex-time hours would fulfill the 7 1/2 hour day. There will be a one hour unpaid lunch period.

Summer hours: June 1 through August 31; Hours 8:00 AM to 4:00 PM. Flex-time hours may be worked as approved by the Department Head/Supervisor. Such flex-time hours would fulfill the 7 1/2 hour day. There will be a one half hour unpaid lunch period.

B) Overtime or Compensatory time: All Employees/Unit members covered by this contract shall receive overtime and/or compensatory time at the rate of time and one-half the normal rate for the time worked in excess of 40 hours Monday through Friday. Employees/members will work overtime when requested unless they have a valid reason. All overtime and excuses from working overtime shall be subject to the Supervisor's approval. The election of being paid overtime or compensatory time shall be at the employee's option, in any of the designated job titles in Article 1, Section B. Members shall be paid straight time for the first 1/2 hour worked beyond the regularly scheduled work day.

A minimum of one (1) hour of overtime or compensatory time will be paid for anyone called in at a time other than their regularly scheduled working hours if such member does not otherwise receive remuneration for performing said duties.

C) Holidays: The Court Clerk Unit shall receive the following thirteen (13) Holidays, which are presently recognized by the Village of Johnson City, for the length of the contract for each fiscal year.

- |                                    |  |
|------------------------------------|--|
| 1. New Year's Day                  | 8. Columbus Day                        |
| 2. Martin Luther King Day: Floater | 9. Election Day: Floater*              |
| 3. President's Day                 | 10. Veterans Day                       |
| 4. Good Friday/Easter Holiday      | 11. Thanksgiving Day                   |
| 5. Memorial Day                    | 12. Friday after<br>Thanksgiving Day** |
| 6. Fourth of July                  | 13. Christmas Day                      |
| 7. Labor Day                       |  |

\*Unit members shall work on Election Day in order to receive Christmas Eve Day off as a Holiday. Exception: When Christmas Eve Day occurs on a Saturday or Sunday then Election Day will be recognized as a Floater Holiday.

**\*\*In order to receive the Friday after Thanksgiving Day off as a Holiday, the Unit will work on Lincoln's Birthday.**

**If a Holiday falls on a Saturday, then the preceding Friday shall be a paid Holiday. If a Holiday falls on a Sunday, then Monday shall be a paid Holiday. If a Holiday falls within an employee's vacation period, the employee shall be granted an extra day for the Holiday, and this day off will be given at the discretion of the Department Head. If additional Holidays are granted to other Village employees, the same additional Holidays will be granted to the Court Clerk Unit.**

**D) Vacations:**

**Vacations shall be granted to each full-time Employee/Unit member in each fiscal year. Vacations shall consist of ten (10) days after one (1 ) year of service, five of which can be taken after six (6) months of employment, fifteen (15) days after five (5) years of service, twenty (20) days after ten (10) years of service, and twenty-five (25) days after fifteen (15) years of service, and one (1 ) additional day for each year after twenty (20) years of service not to exceed six (6) weeks total. Vacation time shall not be cumulative, nor shall an employee receive more than the above scheduled vacation in any one fiscal year.**

**Vacation Buy-back/Carry-over Options**

- 1) Up to ten days of unused vacation will be paid to the employee pursuant to a vacation buy back provision adopted by the Village. Pursuant to these provisions an employee may elect to work instead of taking the vacation time off and receive a payment during the second pay period in the months of June, November and May of any fiscal year.**
- 2) Employees opting to sell-back vacation to the Village will be prohibited from carrying-over any unused vacation from one fiscal year to the next.**
- 3) Employees electing to carry-over unused vacation may carry no more than ten (10) days from one fiscal year into the next fiscal year provided that all carry-over vacation days are used by the employee no later than April 15 of any year.**
- 4) The first ten days of vacation time shall be granted on the basis of seniority, upon approval of the Department Supervisor and based on the needs of the Village. Employees may be allowed to use vacation on a half day basis.**

ARTICLE IV: LEAVE - LONGEVITY PAY - EDUCATIONAL INCENTIVES

A) Leave

1) Sick Leave –

- a) Members shall accumulate one sick leave day per month of full time employment. Such leave shall be accumulated up to 300 days. Sick leave shall be earned from the first day of full-time employment.
- b) Any member covered by this agreement incurring any non-service connected sickness or disability which renders such member unable to perform his or her duties shall receive sick leave with pay, or may elect to receive disability insurance benefits at said member's option.
- c) A member, while on paid leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in the contract and will be construed as days worked specifically. Once all accumulated paid time off has been exhausted, contract benefits shall become the responsibility of the member (pursuant to the provisions of COBRA in the case of health insurance benefits.) This provision shall not apply to members unable to work due to a worker's compensation injury or during the twelve (12) week period covered by the Family and Medical Leave Act or the 26 week period covered under N.Y.S. Disability law. All members out of work due to medical or other leaves of absence shall be required to continue to make payment to the village for the appropriate health insurance contributions during such leave.
- d) A member absent three (3) or more consecutive days for reasons of illness, may be required to produce a Doctor's certificate stating the illness incurred, and that the employee is either able or unable to return to work.

2) Option to Receive Pay in Lieu of Sick Time

Any member, regardless of date of hire, shall be eligible, after the accumulation of one hundred thirty (130) days of sick time, to elect to receive pay for additional sick leave days in lieu of accumulating them. In no event, however, shall more than twelve (12) days of sick leave be paid to a member in any one fiscal year. On or before May 1 of each year, the Department Head shall advise each member of the total number of sick leave days that have been accumulated by such members through the end of April of that year. At such time, such member shall have the option of electing to be paid for up to twelve (12) sick days in excess of one hundred thirty (130) days of sick time, pursuant to the terms stated above, or not. Such options shall be exercised by each member prior to May 15 and each member's option shall be made known to the Department Head prior to that date. In the event a member opts to be paid for sick days in accordance with the terms herein, payment shall be made to the member in one lump sum on the last



pay period in May of that year. In the event the member does not elect to receive pay for sick days, they shall continue to accumulate until a maximum of three hundred (300) sick leave days is reached. Any sick leave days for which a member receives pay pursuant to the terms herein, shall be deducted from the total number of sick leave days accumulated by such member and shall no longer be available for use in the event of a non-service connected illness.

3) Unused Sick Leave

The Village of Johnson City agrees to pay a Unit member for the member's unused sick leave up to and including 130 accumulated sick leave days upon retirement, or death of the member at the rate of one (1) day paid for one (1) sick day accumulated. Any accumulated sick leave days in excess of 130 days will not be reimbursed upon the retirement or death of the Unit member. In the event of the member's death, while still employed by the Village, payment of the Unit member's accumulated sick leave days, up to and including 130 days, will be made by the Village to the member's spouse or estate.

4) Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be allowed up to three (3) days leave of absence with no loss of pay. Said leaves of absence may be taken in half day increments. The immediate family includes spouse, parent, child/step-child, sister, brother, grandparent, grandchild, also; mother-in-law, father-in-law, son-in-law, and daughter-in-law.

Subject to approval of the Supervisor, employees shall receive up to one day off to attend the funeral of a fellow department employee, or a near relative, such as brother- and sister-in-law, aunt, uncle, niece, nephew or cousin.

5) Personal Leave and/or Family Sick Leave

Personal leave and/or family sick leave with pay, for not more than six (6) days; to be designated in either combination. Such leave shall not exceed six (6) days in the fiscal year. The Family Sick Leave will include the immediate family, and shall not be deducted from Sick Leave Days. Personal Leave Days shall be approved in advance by the Department Head/Supervisor, and said time shall cover matters unable to be conducted during the member's working hours. Personal Leave and/or Family Sick Leave Days may be taken in half-day increments.

B) Official Leave Employees shall be granted leave for:

- 1) Jury service.
- 2) One time per year to appear as a witness (in a non-Village related matter) pursuant to subpoena, court order or directive of an official body. (Employees will be paid their regular wages if asked to appear as a witness in a Village related matter)

- 3) One time per year to take New York State Civil Service exams.
- 4) To serve with the National Guard or Military Reserve.

This time shall not be deducted from sick leave or personal leave.

C) Longevity Pay

Full-time employees, whether regular or provisional, who have continuous service with the Village, will be entitled to longevity pay according to the following schedule:

<u>Number of Years of Continuous Service</u>		<u>Pay per Year</u>
Five		\$350.00
Ten	AN ADDITIONAL	\$400.00
Fifteen	AN ADDITIONAL	\$450.00
Twenty	AN ADDITIONAL	\$450.00

Payment is added to the member's base salary on the anniversary date of hire. Each member shall be paid annually for time in service in addition to a member's annual base salary according to the above schedule. Total longevity not to exceed \$1,650.00.

An employee who is voluntarily separated from the Village's employment will lose all time that may have been accumulated toward longevity. If discharged or terminated for just cause, there will be no accumulation of time toward longevity pay. An employee who is granted a leave of absence from employment to complete their education or due to ill health or pregnancy, shall retain the time accumulated prior to the leave of absence, and shall commence accumulating time upon their return to employment.

D) Educational Incentives

- 1) An increase in salary of \$150.00 per year will be granted those employees who obtain credit for one year of college course work pertaining to criminal justice, accounting, business management, or computer sciences.
- 2) An increase in salary of \$275.00 per year will be granted to those employees who receive a two year college degree in courses pertaining to criminal justice, accounting, business management, or computer sciences.
- 3) An increase in salary of \$450.00 per year will be granted to those employees who receive a Bachelor's Degree in criminal justice, accounting, business management, or computer sciences.

In addition, the Village will reimburse the cost of tuition and books to Unit members, who, with prior course approval, successfully complete courses relative to their employment.

ARTICLE V: RETIREMENT - HOSPITALIZATION/MEDICAL/DISABILITY INSURANCE -  
DEATH BENEFITS

- A) Retirement - Employees/Unit members covered by this agreement will be covered by the retirement plans presently in effect and funded by the Village, specifically those plans adopted pursuant to the provisions of the New York State Retirement and Social Security Law, Sections 75-e, 75-g, and 75-i.

The Village agrees to provide the Employee/Unit Members covered by this agreement, pursuant to Section 333 of the Retirement and Social Security Law, the guaranteed death benefit. In the case of an employee's death, while employed by the Village, such employee's spouse or estate shall receive any and all earned Holidays and unused vacation time pay, for the remainder of the fiscal year. This payment shall be made within 90 days of the death of the employee.

SECTION 125 FLEXIBLE BENEFITS PLAN

The Village agrees to provide at no cost to members a "pre-tax Premium plan" covering required health insurance co-payments and commencing January 1, 1997, to make available to unit members at no cost to the member a "Flexible Spending plan" providing for a dependent care reimbursement account and a medical care reimbursement account as provided for in the Internal Revenue Code of the U.S.A.

B) Health/Medical Insurance:

1) Active Member Coverage:

(a) Blue Cross, Blue Shield, and Major Medical insurance coverage shall be furnished to all members of the Administration Support Unit under a Group plan, and premiums subject to the co-pay provided for herein shall be paid by the Village, including premiums for coverage of dependents. A co-pay prescription plan of two/seven dollars (\$2/\$7) for all members and their dependents is covered by this agreement.

(b) The Village shall provide members and their dependents dental insurance including basic, supplemental basic and orthodontic and periodontal options. The cost of this dental plan will be split; with one-half paid by the Village and one-half paid by the Unit member. A member's required contribution for this purpose shall not be increased by more than 10% above the previous year's contribution in any one year of the agreement.

(c)

(1) All members of the Unit hired prior to June 1, 1996 shall contribute to the total premium costs of the Blue Cross/Blue Shield medical insurance coverage (or comparable plan) on a co-payment basis with the Village of Johnson City in the amount of 7.5% Such payments will made by each member [ \* insurance base is defined as each member's individual or family plan based upon yearly select Blue Cross/Blue Shield (or comparable) rates] on a bi-weekly payroll deduction from his/her gross payroll. There shall be a maximum cap co-payment of \$30.00 per bi-weekly pay for each active member.

- (2) For all members hired by the Village after June 1, 1996 the co-pay shall be 15% of the insurance base up to a maximum co-pay per bi-weekly pay period of \$52.50.

Retiree and Dependent Coverage: Upon retirement of a Unit member; Blue Cross, Blue Shield and Major Medical insurance shall be continued under the group plans with the Village paying 100 percent of the premium cost for any member who retires from the village's service during the term of this agreement with at least ten (10) years of continuous service with the village. The Village may, at it's option, switch to a comparable plan as a cost saving measure. Otherwise, all members retiring from the village's employ will contribute the sum of fifty (\$50.00) per month to the cost of health insurance premiums. In the alternative, members retiring from the village's employ may choose fully paid health insurance benefits for a period of five (5) years from the date of retirement. A member may choose to use all or a portion of her accrued sick time to pay all or a portion of the contributions in this regard (up to a maximum of 130 days). This insurance coverage will remain in effect until the employee and spouse die, or the employee dies, and the spouse re-marries.

- 2) Member/Optional Plan: If an employee is eligible to be covered under another health insurance program and he or she elects not to be insured by the Village, the Village shall pay the member \$80.00 per pay period in lieu of the member's participation in the Village's health plan. Proof of such alternate health insurance will be required to: (1) be eligible to receive this payment and (2) make certain that the members and their families receive adequate health care. In the event that such member ceases to be eligible for continued coverage under their alternative health plan, or the member requests to join the plan provided by this contract, the \$80.00 bi-weekly payment shall cease. However, the Village shall pay such member an amount not to exceed the then current bi-weekly cost of the plan provided by this contract directly to the member for the purpose of continuing the member's alternative health insurance plan under a conversion contract until the member rejoins the Village health plan provided under this contract.
- 3) Upon thirty (30) days written notice to the Unit, the Village may present an alternative Health plan, providing equivalent or better coverage than the current plan, or, any cost-saving measures which do not directly affect benefit levels to the Unit. It is expressly agreed and understood that no changes can be implemented without the express consent and approval of each party

NYS DISABILITY INSURANCE - The Employer and the Employee shall contribute to the cost of providing NYS Disability Insurance. The Employee's contribution shall be \$.60 per week or the maximum employee contribution rate allowed under the law. If during the term of the agreement the legislature increases the maximum employee contribution, the parties agree to reopen the issue of employee contribution for negotiation.

ARTICLE VI      ADDITIONAL BENEFITS

A)      Layoff-Consolidation-Elimination of Jobs: When an employee is laid off due to a reduction in the work force, consolidation of jobs, or elimination of a job; he or she shall be permitted to exercise seniority rights to bump. Employees may bump any other employee in the same or lower job, providing bumping employee has greater seniority time than the person being bumped and is able to do the work with a minimum of re-training.

B)      Personal Effects Replacement

The Village of Johnson City agrees to reimburse the members for eyeglasses or contact lenses damaged while in the performance of their duties, excluding eye examinations. Circumstances involving eyeglass or contact lens damage shall be reviewed by the Department Head/Supervisor before any payment is authorized. The employee shall submit a written report regarding the incident. Any reimbursement for eyeglasses or contact lenses damaged in the performance of duties shall not be counted against a member's "Eye Care" benefit as set forth below in "C".

C)      Eye Care

The Village of Johnson City agrees to pay each member a payment of \$300.00 each year of this contract. This payment will be made with the first abstract in July of each year.

ARTICLE VII:      TERM OF CONTRACT

This contract shall expire May 31, 2010.

ARTICLE VIII:      AMENDMENTS TO THE AGREEMENT

No amendments or alterations of this agreement shall be binding unless they are in writing and signed by the Village, and by all duly authorized representatives of the Employee/Unit members.

ARTICLE IX:      LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this agreement requiring legislative action to permit its implementation by amendment or law, or by providing the additional funds therefore, shall not become effective until the appropriate Legislative Body has given approval.

ARTICLE X: RELEASE TIME FOR NEGOTIATING MATTERS

The Village shall agree that during working hours, on Village premises, the Negotiating Committee Representatives will be allowed release time with pay for matters pertaining to the Court Clerk Unit contract, and that such release time shall be within reason to cover negotiating meetings, and the transmission of communications relevant to contract matters. The Department Head/Supervisor will be advised in advance of the time needed for the aforementioned.

The meeting time will be limited to one (1) meeting per week during the negotiating period.

The Negotiating Committee is also designated as the Unit Grievance Committee.

ARTICLE XI: DISCIPLINE AND DISCHARGE

(1) Disciplinary action or measure shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension or Discharge

When any disciplinary action or measure is taken as outlined above, the Grievance Committee will be notified of the action taken, in writing, within two (2) days of presentation to the employee involved. The Employer and the Grievance Committee both subscribe to the principle of progressive disciplinary action.

- (2) The employer shall not discharge or discipline an employee without just cause.
- (3) Disciplinary action may be imposed upon an employee for the following reasons:
  - a. Failure to report for duty at the time and place of duty without a reasonable excuse.
  - b. A pattern of absenteeism which results in a low staff situation.
  - c. Leaving a place of duty or assignment without proper authorization.
  - d. Failure to report an absence or illness or other reasons to Employer's office within one hour after the scheduled reporting time.
  - e. Failure to fulfill the responsibility of her/his job classification.
  - f. Violation of any work rules established as per provisions of this agreement.

- g. Misconduct before the public while on duty.
- h. Theft of Village property.
- i. Falsification of a leave request.
- j. Negligence in the operation of Village equipment resulting in damage.
- k. Any acts of insubordination.
- l. Reporting to work under the influence of alcohol or drugs.
- m. Acts of violence committed on Village property against other Village employees or citizens, or any harassment or threats of violence towards the same.
- n. Conviction of a crime impacting employee's fitness for continued employment with the Village or requiring incarceration.
- o. Violation of any published Village policy.
- p. Breach of any obligation of confidentiality.

(4) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or in public.

(5) In any case of discipline or discharge, the employee and the Grievance Committee shall be notified in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The notification to the Grievance Committee shall be done within two (2) days of notice to the employee. The disciplined employee, upon request, will be allowed to discuss her/his discharge or discipline with the Grievance Committee representative before she/he may be required to leave the premises

**ARTICLE XII: GRIEVANCE PROCEDURE**

Any grievance or dispute which may arise between the parties pertaining to the application meaning or interpretation of this Agreement or a grievance as defined in Article 16 of the General Municipal Law shall be settled in the following manner.

(1) The designated group representatives and the employee may discuss the grievance or dispute with the Mayor and a representative from the applicable Village Board Committee within five (5) work days of the occurrence of the grievance or within five (5) work days of the representatives knowledge of the occurrence. With the exception of matters relating to pay, a grievance may not be considered for processing after thirty (30) days have elapsed from the time the alleged grievance occurred.

The Mayor and Committee representative shall reply within two (2) work days. If, within two (2) work days, the reply of the Mayor and the Committee representative is not satisfactory or no reply is forthcoming, then;

(2) The Group representatives may, within five (5) work days of when the answer of the Mayor and Committee representative is due, submit the grievance to the Village Board of Trustees. The Board of Trustees shall reply within three days from the date such grievance was submitted to them. If, within three (3) work days, the reply of the Board of Trustees is not satisfactory or no reply is forthcoming, then;

(3) Either party may refer the matter to an impartial arbitrator mutually agreed upon by both the Group and the Employer to determine the dispute. The arbitrator proceedings shall be conducted by an arbitrator to be selected by the Employer and the Group within seven (7) work days after notice has been given. The New York State Public Employment Relations board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Group shall make a selection in accordance with the Board's rules of procedure. Upon the hearing of testimony and argument, the arbitrator shall be required to render his/her determination within thirty (30) days of such hearing.

(4) The decision of the arbitrator shall be final and binding on both parties of this Agreement. The fees of the arbitrator shall be shared equally by the Group and the Employer.

(5) It is expressly agreed and understood that the Arbitrator shall have no power to extend the term of any employee appointed to serve a fixed term of office represented by this Unit beyond the period of time for which such appointment is made.

(6) The arbitrator shall have no power to amend, modify or delete any provisions of this Agreement, or to render any decision which conflicts with the law, ruling or regulation binding upon the Board or the Group which is not specifically set forth in this Agreement.



IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.

THE VILLAGE COURT CLERKS UNIT

By: Rachelle D. Gallagher  
Representative

Date: 2/25/2009

THE VILLAGE OF JOHNSON CITY

By: Cheryl S. Swain  
Mayor

Date: 2/25/09

confirmatory positive/negative test levels, are:

DRUGS	Initial Test Level ng/ml	Confirmatory Test Level ng/ml
Marijuana metabolites	100	15
Cocaine metabolites	300	150
Opiate metabolites	300	
Morphine		300
Codeine		300
Phencyclidine	25	25
Amphetamines	1,000	
Amphetamines		500
Methamphetamines		500
Barbiturates	300	200
Methaqualone	300	200
Benzodiazepines	200	200

5. Positive specimens shall be preserved by the laboratory for a period of six (6) months and shall be made available, upon written request, to the employee and/or his/her employee organization for purposes of conducting an independent laboratory analysis at the expense of the employee and/or his/her employee organization.

6. An employee shall not be considered as having tested positive for alcohol unless he exceeds the legal limit as set forth in the New York State Vehicle and Traffic law.

D. An employee violating this policy may be subject to disciplinary action, including discharge as provided by the Collective Bargaining Agreement; however, employees testing positive for the first time shall not be subject to disciplinary action provided that he/she enrolls in a bona-fide rehabilitation program and successfully completes the prescribed course of treatment there under. During any such rehabilitation program where the employee is admitted on an inpatient basis, the employee shall be required to first use his/her earned accumulated leave credits and, upon the exhaustion of such leave credits, shall be allowed to take an unpaid leave of absence for the duration of the treatment program.

There shall be no penalty imposed under this policy as to any employee whose positive test was a result of his/her use of a controlled substance pursuant to a bona-fide medical treatment prescribed by a licensed physician.

E. The drug testing performed pursuant to this policy is intended for Village administrative and personnel purposes only and the results of such tests will not be used against the employee by the Village in any civil or criminal proceedings. (This exclusion shall not apply to any test results obtained by an authorized police agency performing such tests in accordance with its statutory authority under the laws of the State of New York).

F. Employees working directly with federal funds and subject to the Drug Free Workplace Act will receive an additional policy sheet governing the Act's requirements.

G. The employer shall call the designated The Court Clerk Unit representative(s) who shall be present at the drug or alcohol testing site within one hour after the incident. Should a representative of The Court Clerk Unit either be unavailable, unreachable or fail to appear within the aforesaid hour, then the employee shall be required to take the required test, or be subject to disciplinary action including discharge.

H. Disputes including the application or interpretation of this policy shall be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement.