

AGREEMENT

by and between the

TOWN OF CICERO

and

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



**Town of Cicero Highway Unit # 7812
Onondaga County Local 834**

January 1, 2017 - December 31, 2020

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ARTICLE 1— RECOGNITION

The Town, upon application by a majority of employees of the Town of Cicero Highway Department, hereinafter referred to as the Town, and in compliance with Article 14 of the Civil Service Law, hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME/AFL-CIO, hereinafter referred to as the Association or CSEA, as the executive bargaining unit for the maximum time permitted by law, for the purpose of collective negotiations and the administration of grievances arising thereunder.

ARTICLE 2 - BARGAINING UNIT

It is mutually agreed that for the purpose of this agreement the terms "employee" and "employees" shall include all titles in the Town of Cicero Highway Department excluding seasonal employees, temporary employees, and, unclassified Civil Service position employees, the Highway Superintendent, the Assistant Highway Superintendent, and the Highway Department Clerk.

ARTICLE 3 - DUES DEDUCTION

SECTION 1:

The Town shall deduct bi-weekly from the wages of each employee who is a member of the Association, and remit to the Civil Service Employees Associations, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues. Any Association sponsored health and accident insurance premiums and/or life insurance premiums for those employees desiring and authorizing such deductions will be remitted to Pearl, Carroll & Associates, P.O. Box 956, Schenectady, New York 12301. The Association agrees that it will not hold the Town liable for the normal administration of the check-off and shall indemnify and save harmless the Town from any and all claims arising out of the Town's making Association deductions pursuant to authorization cards. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the Bargaining Unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said Bargaining Unit who are not members of the Civil Service employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to the Civil Service Employees Association, Inc., Capitol Station, P.O. Box 7125, Albany, New York 12224.

SECTION 2:

Membership in the Association shall be voluntary and the Town and Association agree that there shall be no discrimination, interference, restraint or coercion by the Town, The Association or any of its agents against any employee because of his/her membership or lack of membership in the Association; or because of any lawful activities on behalf of the Town of Association and his fellow members, which activities do not seriously conflict with or curtail the employee's work duties.

SECTION 3:

The Association shall have the sole right to represent employees in the defined bargaining unit in any and all proceedings under the Public Employees' Fair Employment Act and under any other applicable law, rule, regulation or statute under the terms and conditions of this agreement, to designate its representatives and to appear on their behalf to effect such representation; to direct, manage and govern its own affairs and to determine those matters which the membership wishes to negotiate, and to pursue those objectives free from any unlawful interference, restraint, coercion, or discriminations by the Town. The Town and the Association shall have the right to pursue any matter or any issue in accordance with the Grievance and Arbitration Procedure of this agreement, and to pursue any matter or any issue to any court of competent jurisdiction, whichever is

applicable, and, acting through its membership and officers, be the sole judge thereof, unless it is specifically and expressly abridged, delegated or modified by this agreement.

SECTION 4:

The above rights of the Town and Association indicate the type of matters or rights, which are inherent to or belong to the bargaining agent of either.

SECTION 5:

If any employee who is a member of the Association is charged with disciplinary proceedings, the Labor Relations Specialist of the Association and the Unit President should be notified by certified letter, and the facts and circumstances involved will be reviewed with him.

SECTION 6:

The Association shall have the right to post notices and other communications on one bulletin board maintained in the Highway Department Building provided, however, that their content is not derogatory or controversial. The Town agrees that the facilities of the Town shall be available for Association meetings when such does not interfere with any scheduled events or involve any cost to the Town. It is agreed that any employee scheduled to work at the time of the meeting shall not be allowed to leave his work location to attend the meeting.

SECTION 7:

The Association shall have the right to designate a representative of the Association's accident and health insurance program and the Association's life insurance for the purpose of visiting the employees covered under this agreement, on the job, for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, that the Highway Superintendent is notified and full assurance is given him that no inordinate interruption in the work of the employee will be involved. In the event that there arises a dispute as to whether there is an inordinate interruption of work, the Highway Superintendent's resolution thereof shall be decisive.

SECTION 8:

For the purpose of administering, and adjusting or interpreting the terms and conditions of this agreement, the Labor Relations Specialist of the Association shall have the same rights to visit the employees on the job as stated in Section 7 of this Article.

SECTION 9:

The Town agrees that it will pay and that it will allow an aggregate total of twelve (12) days off per year with pay at an employee's straight time hourly rate to attend the annual meeting of the Association and any of its special delegates' meetings. For purposes of this Section, the Association agrees to correspond with the Highway Superintendent thirty (30) days in advance whenever practicable, and inform him of the exercise of these rights. It is agreed that the Association will forward the name of the person involved and the dates that the employee will require the time off, subject however, to the Association proving to the Town that the employee attended such meeting.

ARTICLE 4 - STRIKES

Pursuant to the Public Employee's Fair Employment Act, as amended to date and from time to time hereafter, the Association hereby affirms that it does not assert the right to strike against the Town, to assist or participate in any such strike, or to impose an obligation upon its membership to conduct, assist or participate in any such strike, or to cause, instigate, encourage or condone a strike.

ARTICLE 5 - WORK RULES

Work rules will be periodically promulgated by the Highway Superintendent and posted on the Highway Department bulletin board, which shall not conflict with this agreement or any law applicable to this agreement.

ARTICLE 6 - WORK HOURS

SECTION 1:

Regular Hours: The regular hours of work each day shall consist of eight (8) consecutive work hours, including a fifteen (15) minute AM coffee break and a twenty (20) minute paid lunch.

SECTION 2:

Work Week: The work week shall consist of forty (40) hours of work accumulated from Monday 12:01 am through the following Friday at midnight.

SECTION 3:

Work Day: Employees shall report to work and shall work each number of regular hours per day of each work week as shall be designated by the Highway Superintendent.

SECTION 4:

Work Shift: In the absence of a specific designated hour when the employee shall report to work, he shall report to work at 7:00 am of each day, Monday through Friday.

SECTION 5:

Alternative Work Week: The Highway Superintendent may, at his discretion, implement a 10 hour, 4 day work week during the months of May, June, July, August, September and October, according to the operating needs of the Department. Shifts will be set by the Highway Superintendent, according to seniority so that each work day is covered. Use of a full day accruals (i.e., vacation, sick, personal), will be charged on an eight hour or ten hour, working day, whichever is applicable.

SECTION 6:

Shift selection shall be by seniority.

ARTICLE 7 - HOLIDAYS

SECTION 1:

The following shall be considered paid holidays for the purposes of computing pay and other benefits under this Agreement:

Half day before New Year's Eve [at the Superintendent's discretion]	Election Day
New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4th)	Day after Thanksgiving
Labor Day	Half day before Christmas (at the Superintendent's discretion)
Columbus Day	Christmas Day

SECTION 2:

There shall also be an additional "four (4) floating holidays" selected by each employee subject to a request being submitted to the Highway Superintendent at least three (3) days in advance, except in emergency situations that occur beyond the control of the employee. The Highway

Superintendent shall have sole discretion as to the number of requests granted for any given day and priority will be given in the order requests are received.

SECTION 3:

When an employee works a holiday as enumerated in Section 1 and Section 2 of this Article, he shall receive time plus one-half, plus the holiday pay. When an employee works Christmas and/or New Year's (between 12:01 a.m. — 11:59 p.m.), they shall receive double time plus the holiday pay to a maximum of 24 hours.

SECTION 4:

During the summer and fall months beginning on May 1, when employees work a ten (10) hour shift from 6am to 4pm, they will also be paid ten (10) hours for Memorial Day, July 4th and Labor Day holidays if those days fall within the four day schedule.

ARTICLE 8 – CLOTHING, TOOL AND PAGERS ALLOWANCE

SECTION 1:

Each employee shall receive an annual clothing allowance of \$350.00 along with an annual allowance of \$250.00 for steel toed boots. Employees will receive their clothing allowance in 1st pay period in June of each year, without having to submit receipts.

Employees will provide their own rain gear. The employer will provide gloves and continue to provide safety equipment.

An employee will submit receipts for steel toed boots to the Comptroller's Office quarterly. Payment will be by the Town in the abstract immediately following the employee's submission of receipts and approval by the Comptroller.

SECTION 2:

Each employee in the Mechanic job title shall receive an annual tool allowance of \$500.00.

An employee will submit receipts for work tools to the Comptroller's Office and once it is approved by the Comptroller, payment will be made at the end of the calendar year.

SECTION 3:

During the summer season, employees will be allowed to wear cargo/denim shorts as long as the assignment does not present a safety hazard when doing so; subject to the Highway Superintendent's discretion.

ARTICLE 9 - EARLY CALL

SECTION 1:

If between the hours of midnight and 5:00 a.m. of any day, an employee receives a call from Highway Superintendent or an authorized call made at his direction to report to work prior to such employee's scheduled shift, and such call is received more than (1) hour prior to the time he is directed to report to work, such employee shall receive pay at his regular straight-time rate from the time when such call was made.

SECTION 2:

When recalled to work, an employee shall not be required to report earlier than one-half (1/2) hour from the time in which the call received.

ARTICLE 10 – OVERTIME

SECTION 1:

Overtime Pay: Employees shall receive one and one-half (1 1/2) times their regular hourly rate of pay for all work in excess of eight (8) hours in one day and for all hours worked in excess of forty (40) hours in one week.

SECTION 2:

Paid holidays, vacations, and sick days, as listed in Article 7 and Article 14, Section 2, shall be counted as time worked in computation of overtime pay.

SECTION 3:

Overtime shall be distributed equally among the employees who are qualified and who normally perform the work for which overtime is needed. There shall be one list for seniority to accomplish the equalization of overtime. An employee who refuses a request for overtime shall, for purposes of rotation, be treated as having worked (without pay), said overtime, i.e., and his/her name shall be placed at the bottom of the list and not offered overtime until all other eligible employees have had an opportunity to work overtime.

SECTION 4:

Employees shall be allowed at their option to be paid for overtime or elect to take compensatory time off at the time and one half rate provided that the time is taken within the calendar year upon approval of the Highway Superintendent. If comp time is not used up by the end of the year, then the employee will be paid for that time.

SECTION 5:

In the event an employee is required to work the night shift during the winter hours, he/she will have the option of working an additional hour beyond their regular eight hour shift, to be paid at the overtime rate.

ARTICLE 11 - CALL-IN PAY

Any employee called into work shall be guaranteed a minimum of three hours pay for each call-in. This minimum guarantee of three hours does not apply when call-in hours actually extend into the normal scheduled work day.

ARTICLE 12 – RETIREMENT

SECTION 1:

Any eligible employee shall become a member of the New York State Employees Retirement System. The Town of Cicero agrees to provide the plan known as 75-1 for eligible Tier I and Tier II members. All other employees for membership in the retirement system shall be provided with the appropriate plan as provided for by law.

SECTION 2:

It is agreed that any details or specific questions regarding membership or benefits in the New York State Retirement System shall be directed to: The New York State Retirement System, 110 State Street, Albany, New York 12244.

ARTICLE 13 - HEALTH INSURANCE

SECTION 1:

The Town of Cicero agrees to offer health insurance coverage to employees and shall have no decrease in coverage during the term of this Agreement.

SECTION 2:

Employees covered by this Agreement shall contribute the following percentages towards the costs of health insurance for themselves and their dependents:

- Year 2017 --- 12% of the premium
- Year 2018 --- 12% of the premium
- Year 2019 ---- 12% of the premium
- Year 2020 --- 12% of the premium

All new employees hired after the ratification of this agreement will pay an annual premium of 15%.

The Town shall pay the remainder of the Health Insurance costs except that the employee shall pay his/her co-pay.

SECTION 3:

The Town agrees it shall carry dental insurance with the present health insurance carrier. The Town will also offer a vision care program, subject to an annual \$500.00 cap or \$1,000 cap every two years. Dependents will be provided with same benefits, but with a cap of \$500 per family for all out of pocket costs for eye exams, glasses or hearing aids.

Employees will submit a voucher with receipts for vision care including an Explanation of Benefits (EOB) from the medical insurance carrier to the Comptroller's office within the year the expense occurred. Payment will be made by the Town in the abstract immediately following the employee's submission of receipts and approval by the Comptroller.

SECTION 4:

The Town shall pay the following percentage of cost of health insurance premiums for the marital spouse and retirees of the CSEA Bargaining until retiree reaches age 65 and or becomes eligible for Medicare. Employees must retire from the Town to be eligible for this benefit and this retirement insurance benefit shall cease upon the date of an employee's death, if an employee dies prior to reaching age 65.

<u>Continuous Years of Service</u>	<u>Percentage Paid by Town</u>
20 years	<u>80%</u>
25 years	<u>85%</u>
30 years	100%

If the retiree obtains employment subsequent to retiring from the Town and reaching Age 65, the Town shall not contribute towards the retiree's health insurance, if the retiree can obtain comparable health insurance from his new employer.

SECTION 5:

The parties to this Agreement shall not be held liable for any limits of any nature whatsoever imposed by the insurance carrier.

SECTION 6:

All employees shall immediately notify the Comptroller's Office of any change in dependency or marital status that would affect the cost of coverage under this Article. Annually, all employees shall provide an up-to-date list of persons to be covered. Failure to notify the Comptrollers Office of the change in marital or dependency status will require the employee to repay the Town for any increase of premiums.

SECTION 7:

Employees who can demonstrate insurance coverage from another source other than the Town of Cicero can opt out of health insurance each year and will receive a payment equivalent to 25% of what the Town pays in premiums for a single coverage or a family coverage, depending on the employees' plan.

ARTICLE 14 - LEAVES OF ABSENCE WITH PAY

SECTION 1: VACATION

A. Vacations with pay will be granted employees pursuant to the following:

1-4 years	10 days
5-9 years	15 days
10-14 years	20 days
15+years	25 days

Note: First year employees may be granted up to an additional five (5) days of vacation without pay at the direction of the Highway Superintendent.

B. **Request For Time Off:** All requests for time off regarding vacation, floating holiday and compensatory time must be made in writing no later than 3 days prior from the date requested for approval by the Highway Superintendent.

C. Vacation time will be granted by the Highway Superintendent only at such times as the work of the Department will permit. To insure fairness to each employee, a vacation schedule shall be established with an employee's length of continuous service in the employ of the Town as the criterion for vacation preference. This seniority preference will be granted only at the time when vacation schedules are prepared.

D. If a paid holiday, as herein delineated, falls within an employee's vacation period, and the employee would have been given the holiday(s) were he not on vacation, such day(s) may be added to the number of paid vacation days previously granted to the employee.

E. One year of employment shall be measured by 26 consecutive pay periods. Vacation credits may be used in such units of time as the Highway Superintendent may approve, but shall not require that vacation credits be used in units greater than one hour.

F. An employee's absence from work for more than sixty (60) consecutive calendar days will result in a proration of the employee's vacation benefit for the following year.

The vacation benefit will be prorated in the following year in accordance with the amount of time the employee is absent from work beyond the initial sixty (60) calendar days. (For example, if any employee is absent for eight months, he/she will lose fifty (50) percent of her/her vacation benefit for the following year).

- G. 1. Commencing on January 1, 2015, employees will have the right to carry over one week of vacation accruals from calendar year to calendar year. The calendar year is defined as from January 1 to December 31. Employees will receive their vacation accruals on January 1 of each year.
2. Any remaining vacation days accrued, minus one week, will be paid out at the employees' regular rate of pay before January 1, 2015.
3. As of 2017, any vacation time over one week not used within the calendar year will be forfeited.
4. All bidding for vacations will be managed at the discretion of the Highway Supervisor.
5. In the event of retirement or a voluntary or involuntary separation, vacation time pay outs will be pro-rated based upon the employees anniversary date.
- H. Employees shall be allowed two (2) personal days of absence without prior notification.

SECTION 2: SICK LEAVE

- A. All employees under this agreement shall receive twelve (12) days of sick leave each year, earned at the rate of one day per month.
- B. Each employee shall be allowed to accumulate fifty (50) days of sick leave. Upon retirement from the Town, any unused Sick Leave up to fifty (50) days shall be added and counted as service time for retirement purposes, or the employee may elect to be paid in a separate check for all unused sick leave.
- C. A certificate showing incapacity and inability of the employee to perform his duties, issued by the attending physician, shall be filed with the Highway Superintendent in case of absences of more than three (3) consecutive work days and for sick leave taken immediately preceding or following vacation days or holidays. The Highway Superintendent may seek further verification of illness by an independent medical examination by a physician of the Highway Superintendents choice, at such time and place as the Highway Superintendent shall designate. Such examination shall be at no cost to the employee, who shall, however, present himself for such examination when so directed and shall execute all authorization deemed necessary by the examining physician to make such examination and to obtain all medical and history data from the attending physician. If the employee fails to submit proof of illness when required to do so or the proof obtained does not, in the judgment of the examining physician, justify the employee's absence, such absence shall be considered time off without pay.
- D. Upon return from sick leave of thirty (30) days or more, the employee shall submit to the Highway Superintendent a physician's statement, attesting to the employee's recovery and physical fitness to perform the duties of his assignment.
- E. When sick leave credits have been exhausted, absence of the employee for illness may be charged against vacation leave credit at the option of the employee, but thereafter with pay. Whenever possible, requests for sick leave are to be made in written form, and approved by the Highway Superintendent in advance of the date leave is to be taken.
- F. Employees with five or more years of satisfactory service, may, in the case of verified serious and protracted illness, receive additional sick leave with full pay. Such additional sick leave may be

granted at the discretion of the Highway Superintendent and with the approval of the Supervisor and shall be up to one calendar month for the ten to fifteen year employees and the maximum of three calendar months for the fifteen or more years employees.

Employees may be given consideration for extended sick leave with full pay only during their tenure.

G. Accumulated sick leave credits may be used in such units of time as the Highway Superintendent may approve, but shall not require that sick leave credits be used in units greater than one hour for dental or medical treatment or consultation, legal consultation, subpoenaed court attendance, death or serious illness of a member of the employee's immediate family residing in the same household or affecting the employee's parents. Any time taken off, except as provided in this Article, shall be considered as time off without pay, unless the Highway Superintendent shall otherwise classify the same for good and exceptional cause.

H. Employees required to remain absent because of quarantine shall present a certificate issued by the attending physician or by the local health officer establishing the necessity thereof. Under these circumstances, they shall be granted sick leave or other leave credits if the Highway Superintendent is satisfied that the conditions warrant such action. Prior to the return to duty, a medical examination will be required indicating full release from such quarantine.

I. When absence is required under the provisions of these rules, the employee shall report same to the Highway Superintendent before 7:00 a.m. In case of failure to report within the time stated, unless for reasons satisfactory to the Highway Superintendent, the absence shall not be deducted from sick leave credits but shall be considered as time off without pay.

J. At any time, the Highway Superintendent, in his own reasonable discretion, exercised in relation to the employee's fitness for work assigned or to be assigned to him, including the return of the employee to work following any illness, may require the employee to submit himself for a physical examination by a physician designated by the Highway Superintendent, at no cost or charge therefor to the employee. The medical opinion thereby rendered, together with any opinion of the attending physician delivered to the Highway Superintendent shall be the primary basis for his determination of the employee's fitness to perform the assigned work. The failure of the employee to submit any medical reports or perform any of the obligations required of him under this Article shall preclude him from employment or the return to employment or the right to exercise any benefits accruing to him under this Article.

K. One day of sick leave in the following calendar year will be forfeited for each sixty (60) consecutive calendar days of absence from work, regardless of the reason for the absence.

L. The Town and the Association shall establish a "sick bank" whereas employees can voluntarily donate paid sick leave and/or vacation time to be used by employees that have no sick leave available. The employee shall submit his/her request to donate paid sick time to another employee to a committee comprised of the: (i) Local Association President, or his/her designee; (ii) the Highway Supervisor, or his/her designee, and; (iii) a Town Councilman, or the Town Board's designee. The committee shall approve or deny the request.

SECTION 3: BEREAVEMENT LEAVE

In the event of death of one of the following members of an employee's family: parents, including foster or stepparents, grandparents, grandparents-in-law, mother-in-law, father-in-law, spouse, children, grandchildren brother or sister of employee, spouse, or domestic partner, the employee

shall be granted time off with pay for three (3) days. One (1) day off with pay shall be granted for the death of an Aunt, Uncle, Niece, Nephew or First Cousin.

ARTICLE 15 -HEALTH AND SAFETY

SECTION 1:

The Town shall continue to make reasonable provision for the health and safety of its employees during the hours of their employment. The Town will provide an adequate number of suitable cots for the employees' use as and when such use is reasonable and proper; the cots will be located in the Highway Department garage in an existing room suitable for their intended use, but shall not be kept under lock and key. Employees shall not be paid while utilizing the cots except in a declared emergency. The Town agrees to provide statutory protective devices and other equipment necessary to protect the employees from sickness and injury.

SECTION 2:

All employees within the bargaining unit shall be covered under the provisions of the Workmen's Compensation Law and shall be entitled to the full amount of benefits granted thereunder, in addition to any other benefits provided for under the terms and conditions of this agreement, provided, however, that the employer shall, at all times, retain all of the rights and privileges afforded under the said Workmen's Compensation Law.

SECTION 3:

The employer agrees that it will not create any unnecessary burden upon any employee that would be injurious to his/her health and agrees to follow the OSHA guidelines with regard to the restriction of work in extreme cold and/or heat temperatures.

ARTICLE 16 - JOB CLASSIFICATION AND WAGE SCALE

SECTION 1:

The established job classifications for the Highway Department and the hourly wage scale for each such classification, commencing on the first day of each year, are as follows:

Effective: May 1, 2017 ----- 2.0% increase
January 1, 2018 ----- 2.0% increase
January 1, 2019 ----- 2.0% increase
January 1, 2020----- 2.0% increase

[SALARY NUMBERS ARE FOR COMPARISON ONLY]

**TOWN OF CICERO
SALARY SCHEDULE FOR 2017-2020**

2%	2017	2018	2019	2020
Foreman	26.84	27.38	27.93	28.49
MEO	25.74	26.26	26.78	27.32
Apprentice	24.52	25.01	25.51	26.02

An Apprentice MEO shall be promoted to an MEO after completion of one (1) year of probationary service.

SECTION 2:

A meal allowance of twelve dollars [\$ 12.00] for all employees who get called in to work before or after their regular work shift and/or work beyond their normal work shift, to be paid in November of each year, or work on their days off and holiday if they work more than four (4) consecutive hours.

SECTION 3:

The Town agrees to pay the difference in the cost of the regular driver license and CDL license.

SECTION 4:

The Town shall post open positions and will hire or promote existing employees within the department before hiring from outside the workplace at the discretion of the Highway Superintendent.

ARTICLE 17 - PROBATIONARY EMPLOYEES

SECTION 1:

Each new employee shall be considered on probation for a period not to exceed one year. He/she shall not be entitled to a permanent appointment within the above time limit until the Highway Superintendent evaluates his/her performance and recommends to the Town Supervisor that his/her performance is satisfactory.

SECTION 2:

It is agreed that any probationary employee can be discharged in the sole discretion of the Town, and he shall not have the right to seek relief pursuant to the Grievance and Arbitration Procedure of this agreement or pursuant to Article 19 of this agreement.

SECTION 3:

It is further agreed that any employee hired after January 1, 1996 must obtain a commercial driver license within one year (1) of the date of hire. In the event that employee fails to obtain such license, he/she shall be terminated.

ARTICLE 18 - NEW YORK STATE DISABILITY INSURANCE

SECTION 1:

All employees covered by this Agreement (except probationary employees), shall have the right to grieve any disciplinary action taken against him/her by processing a grievance in compliance with procedures as set forth in Article 19 - Grievance Procedure

SECTION 2:

New York State Disability Insurance will be provided by the Town of Cicero for each employee. The Town will pay the employee the first week of New York State Disability if the employee qualifies for said benefit, less any unused Sick Leave Days.

SECTION 3:

When on Disability Leave, the Town will pay the employee the difference between the disability check and eighty-five percent (85%) of the employee's weekly gross pay less overtime for each pay period the employee remains on disability.

ARTICLE 19 - GRIEVANCE PROCEDURE

SECTION 1:

It is the intent of the parties to prevent grievances and to settle those that may occur fairly and promptly. Thus, it is agreed that there be time limits between the initiation of a grievance and the steps of the grievance procedure. Grievances not taken to the next step, or not answered within three time limits, will normally be considered settled on the basis of the last answer or of the last demand if the Town fails to give its answer within the time limits. This grievance procedure shall apply to, in addition to other matters set forth in this article, all disciplinary action for incompetency or misconduct in lieu of procedures specified in Sections 75 and 76 of the Civil Service Law.

SECTION 2:

A grievance is any dispute, controversy or difference between:

- a) The Town and the Association.
- b) The Town and the employees or an employee.
- c) The Town and the employees on any issue relative to or on account of the meaning and interpretation or application of this Agreement or any terms or provisions thereof.

SECTION 3:

Grievances will be processed in the following manner and within the stated time limits.

STEP 1:

An aggrieved employee(s) may take up his/her grievance with the immediate supervisor within 14 work days after the occurrence of the alleged violation, or within 14 work days after the alleged violation first became known or should have become known to the employee involved. If the matter is not satisfactorily adjudicated by the supervisor within five work days after presentation, the grievance shall be reduced to writing on forms provided by the Association and shall be presented within five work days to the Highway Superintendent.

STEP 2:

If the grievance is not settled within five work days following the submission to the Highway Superintendent, the aggrieved employee may, within five work days thereafter, request in writing that the matter be referred to a committee for mediation and possible settlement. The Committee shall consist of three representatives of the Town. The above mentioned committee shall meet within five work days after notice is given by either party to the other and shall render its decision within five work days of such meeting. The Committee, insofar as is possible, will conduct any conferences or deliberations under this article during non-working hours. In the event that it is necessary to hold conferences or deliberations during work hours, any employee serving on such committee will be compensated to a maximum of three days per month.

STEP 3:

(a) In the event the grievance is not settled, the aggrieved party may, with the approval of CSEA, Inc., within ten days, submit a grievance under this Agreement to final and binding arbitration under the Voluntary Labor Arbitration Rules of the Public Employment Relations Board, by written notice to the Highway Superintendent.

(b) The selection of the arbitrator shall be accomplished under the Voluntary Labor Arbitration Rules of the Public Employment Relations Board.

(c) The decision of the arbitrator shall be final and binding upon all parties.

(d) The costs of the service of the arbitrator, including expenses, if any, will be borne equally by the Town and the Association.

SECTION 4:

If a discharged or suspended employee is involved in a case of mediation and if the committee or the arbitrator decides that the employee was unfairly dealt with, said employee shall be immediately returned to service with all rights restored and paid for lost time.

SECTION 5:

There shall be no lockouts or reduction of work pending the dispute and/or decision of said committee for mediation in any manner.

SECTION 6:

In handling grievances hereunder, no employee or representatives of the Association shall leave his job without permission of his department head, which permission, having due regard for operating requirements, shall not be unreasonably withheld. Such employee and/or Association representative shall be paid at their regular hourly rate for time necessarily spent during their regular work hours in fulfilling the procedures specified in this Article.

SECTION 7:

If a party fails to file a grievance or appeal a decision within the specified time limits, the grievance shall be deemed to be discontinued, except that by mutual consent of both parties, any step of the grievance procedure may be waived and/or the time limits within each step extended.

SECTION 8:

a) The arbitrator shall render his award in writing setting forth findings of fact, reasoning and conclusions on the issues not later than 30 calendar days after the conclusion of the hearings, or if all hearings are waived, then 30 calendar days from the date statements and or proof were submitted to the arbitrator.

b) The award of the arbitrator shall be final and binding provided however that such decision is within the scope of the arbitrator's authority as described below:

1. The arbitrator shall not have the power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. His powers shall be limited to deciding whether the Town or an employee or the Association has violated, misinterpreted, or misapplied any of the terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.

3. The arbitrator shall not consider any new allegation or charges which have been presented in Steps 1, 2 and 3.

4. All write-ups and or incident reports that are not considered physical threats will be removed from an employee's personnel file after two (2) years of said incident.

ARTICLE 20- WATER COOLER

The Town will maintain an automatic water cooler in the Highway Garage.

ARTICLE 21 - JURY DUTY

Each employee shall be granted leave with full pay for the period necessary in order to perform Jury Duty. The daily rate per diem paid by the court for Jury Duty shall be transferred to the Town of Cicero.

ARTICLE 22 - SENIORITY

SECTION 1:

Seniority shall be defined as an employee's length of continuous service with the Town of Cicero since the last date of

SECTION 2:

For the purpose of layoff, recall, and vacation scheduling, seniority shall be the major factor.

SECTION 3:

For those Town of Cicero employees who transfer into the Highway Department, their seniority shall apply only back to the date of transfer into the Department with regard to Section 2. Their Town seniority shall apply to earning accruals as outlined in the agreement.

SECTION 4:

An employee's seniority shall be terminated by:

- (a) Discharge not followed by reinstatement due to grievance procedure or other appeal;
- (b) Voluntary quit or resignation not rescinded prior to the last day of employment;
- (c) Retirement (New York State Employees Retirement System Pension eligible);
- (d) Failure to return to work within fourteen (14) working days after receipt of notice of recall from layoff;
- (e) Failure to return to work within seven (7) working days following completion of a leave of absence.

ARTICLE 23 - LAYOFF AND RECALL

The Town agrees that there shall be no layoffs of any bargaining unit employees during the term of this contract agreement.

When CSEA bargaining unit positions become vacant due to attrition the Town shall fill those vacancies during the term of the agreement.

ARTICLE 24 - GENERAL CONSIDERATIONS

SECTION 1:

No Article or Section of this agreement shall be in any violation of Civil Service Law, the rules and regulations of the New York State Department of Civil Service, the rules and regulations of the Onondaga County Department of Personnel, or any other law, local or federal.

SECTION 2:

In the event any Article or Section of this agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any other provisions of this agreement, which shall continue in full force and effect.

SECTION 3:

No member of the Association bargaining unit employee shall be required to clean or maintain restrooms.

SECTION 4:

Any employee who is asked and accepts work beyond the normal work day shall be allowed a reasonable amount of time to use the Town Highway Department telephone system for a local call (at no cost to the employee) for the purpose of notifying the employee's family that she/he is working overtime.

ARTICLE 25 - LEGISLATIVE BODY

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

ARTICLE 26 - VOLUNTEER SERVICE

SECTION 1:

Any employee who is an active/certified member of a Town of Cicero located Fire Department and receives an activation of their department to respond to an emergency while the employee is at work, may be released from work upon the approval of the Highway Superintendent and or Foreman, but only for a "Code 99" structural fire. Based on workforce strength and employee job duties at that time the employee will wait and verify that the alarm is a true emergency where as life and or property is in jeopardy, before leaving work. The employee will report directly to work upon completion of his/her emergency duties.

SECTION 2:

Any employee on emergency call immediately preceding work hours is to report directly to work upon completion of his/her emergency duties.

SECTION 3:

Employee on emergency duty shall be paid in full for time absent for normal work hours, and shall be excused without charge to leave accruals, providing employee received permission to leave work, and employee submit an official written verification from his/her Chief Officer or the Officer in charge of his/her Fire Department to the Highway Superintendent or Foreman within 24 hours of the emergency. Statement should include employee's name, time of alarm, time of release and description of the emergency, and the Officer's signature.

ARTICLE 27 - LABOR MANAGEMENT COMMITTEE

SECTION 1:

The Town and the CSEA agree to establish a joint Labor Management Committee for the purpose of providing communication and discussion for attempted resolution of employment problems between the Town and its employees.

SECTION 2:

The Labor Management Committee shall consist of three (3) people selected by the Town and three (3) people selected by the CSEA. Meetings of the Committee will be held monthly or at other times mutually agreed to between the Committee members.

ARTICLE 28 - FAMILY MEDICAL LEAVE

The family medical leave policy currently in effect for Town employees is hereby included in this Agreement.

ARTICLE 29 - INFORMATION

On the effective date of this Agreement, the Employer shall supply to the Town of Cicero Unit of the Onondaga County Local of CSEA, Inc., a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions, and first date of employment. Such information shall hereafter be provided to said CSEA Unit within two weeks from the date of the request. The Employer shall supply to the Town of Cicero Unit of the Onondaga County Local of CSEA, Inc., on a monthly basis the name, and work location and date of hire of all new employees.

**TAYLOR LAW REQUIREMENT
Section 204-A**

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OF BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 30 - DURATION OF AGREEMENT & SIGNATURES

SECTION 1:

Neither party to this agreement shall make or attempt to make any alteration, change, modification or variation of any of the items expressly and specifically covered by this agreement without written mutual consent.

SECTION 2:

This agreement shall be effective from January 1, 2017 and shall be terminated at the close of business on December 31, 2020.

THIS AGREEMENT, made this 14th day of July, 2017 between the TOWN OF CICERO and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME/AFL-CIO, TOWN OF CICERO HIGHWAY DEPARTMENT UNIT #7812, ONONDAGA COUNTY LOCAL #834, in consideration of the mutual agreement expressed herein, agree as follows:

CSEA, INC.

TOWN OF CICERO

_____Date_____
Justin Pettersen, Unit President

_____Date_____
Robert Germain, Town Attorney

_____Date_____
Frank Antonucci, LRS

_____Date_____
Mark Venesky, Town Supervisor