

AGREEMENT

by and between the

VILLAGE OF SKANEATELES

and the

**Civil Service Employees Association, Inc.,
Local 1000 AFSCME, AFL-CIO**



**Village of Skaneateles Unit
of
Onondaga County Local 834**

June 1, 2013 through May 31, 2016

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ARTICLE 1
Recognition

1.1 Bargaining Unit

The Employer hereby recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO ("Association") as the exclusive negotiating agent of all the employees of the Village of Skaneateles within the following titles: Labor Crew Leader, Laborer, Line Leader, Light/Water Department Foreperson, Line Worker, Line Worker Helper, Account Clerk I, Water Maintenance Worker I & II, and Wastewater Treatment Plant Operator.

Each new position or new job title created by the Employer during the term of this Agreement which, by the job description, reports to the Village Clerk or the Village Board shall be excluded from the unit. The salary grade of any new position in the bargaining unit will be initially established by the Employer and any disputes regarding this salary grade may be processed under the grievance procedure.

Claims of discrimination against the Village brought on a separate forum shall not be eligible for the grievance arbitration process.

1.2 Obligation of the Association

The Association expressly agrees, as a condition of the recognition contained in this Article, not to discriminate in representation of all of the employees within the unit, whether members of the Association or not; or to engage in a strike, slow-down, or other work stoppage, nor to instigate, encourage, or condone the same.

1.3 No Discrimination

The Employer and the Association agree not to discriminate against employees on the basis of sex, age, color, creed, or national origins, either in employment or membership.

ARTICLE 2
Association Security

2.1 Dues

The Employer hereby agrees to deduct weekly from the pay of each employee covered by this Agreement an amount of money in payment of uniform dues in the Association and any insurance premiums for those employees who have authorized such deductions by the Employer. The Employer further agrees to transmit said deductions to the Association monthly and send such monies to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12210.

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.

2.2 Discrimination

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

2.3 Association Business

The Association may designate one (1) Delegate who will be given a leave of absence without 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 may designate up to two (2) Delegates to attend other conventions and regional meetings of the Association and, with the approval of the Department Head and Mayor, such Delegates shall be given leaves of absence of up to two (2) days to attend such meetings without pay.

2.4 Bulletin Boards

The Employer agrees to provide access to the Employer's bulletin boards in its various departments for the posting of notices by the Association. The Association agrees that no political or controversial material shall be posted on such bulletin boards.

2.5 Insurance Program

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 no inordinate interruption of work will be caused by such meeting.

2.6 Labor Relations Specialist

The Labor Relations Specialist may, for purposes of administering this Agreement, meet with employees on the job provided the appropriate supervisor is assured that no inordinate interruption of work will be caused by such meeting.

2.7 Meetings

The Employer agrees to provide a facility for use by the Association for meetings so long as such meetings do not interfere with the operation of the administration. Such facilities are to be designated by the Employer and will be based upon the type of Association meeting to be conducted. There shall be no alcohol served, sold, or permitted at such meeting.

2.8 Information

On the effective date of this Agreement, the Employer shall supply to the Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, CSEA Unit President a list of all employees in the bargaining unit showing the employee's full name, home address, last four digits of employee's social security number, job title, work location, membership status, insurance deductions, and first date of employment. Such information shall hereafter be provided to the CSEA Unit President on a six (6) month basis.

ARTICLE 3 Probationary Employees

3.1 Duration and Rate of Pay

All new employees shall be on a probationary period until they have completed six (6) months of continuous employment. Probationary employees shall not be eligible for benefits under the Agreement, except as provided by law, until they have completed their probationary period, unless mutually agreed to by both parties of this Agreement.

All probationary employees shall be paid at a rate of ten percent (10%) below the Step 1 rate of the assigned job. After six (6) months of continuous employment, they will either be released or placed on full employment status at Step 1 rates.

3.2 Part-Time Employees

It is further agreed that employees who do not work more than twenty (20) hours per week or more than one thousand forty (1040) hours per year will also not be entitled to the benefits of the Agreement.

3.3 Seasonal Employees

Those employees who are hired for a defined period of time that is not continuous throughout the year to perform specific assignments within a department.

ARTICLE 4 Management Rights
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The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes, and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tool, machinery, and all equipment which may be used in the operation of its business or in supplying its services as performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operation, including the sole right to discipline, suspend, and discharge employees for cause, including mandates of the U.S. Department of Labor Occupational Safety and Health Act of 1970 (OSHA); to hire, lay off, assign, transfer, promote, and determine the qualifications of employees; to determine the starting and quitting time and

the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

The Employer reserves the right to reduce the work force at any time as conditions demand. The number, titles, and levels of supervisory employees may be changed at any time by the Village.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all of the rights, powers, and authority the Employer has prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement.

ARTICLE 5 Transfers and Promotions

When an employee is transferred, promoted, or demoted, his rate of pay for the new position shall be determined as follows:

5.1 Transfers - Voluntary

An employee transferred to another position in the same class will continue to receive the same pay rate until he is promoted or demoted or until his pay rate is adjusted in accordance with this Article.

5.2 Promotions

An employee promoted to a position in a class having a higher pay range shall receive a salary increase as follows:

- a) If his rate of pay in the lower class is below the minimum salary for the higher class, his rate of pay shall be increased to the minimum rate for the higher class.
- b) If his rate of pay in the lower class falls within the range of pay for the higher class, the employee shall be advanced to the next higher step.
- c) If the rate of pay of the employee in the lower class is higher than the maximum rate of pay in the higher class, he receives no salary increase in promotion.
- d) Following a promotion, the employee's future increments shall continue to be based on the anniversary date established by this Article.

5.3 Transfers - Involuntary

Employees transferred at the direction of the Employer shall retain their wage, accrual, and benefit status in the new position if said position is of the same step and grade. If the new position is of a higher grade, the employee shall receive the rate of that grade, retaining his step position. If the new position is of a lower grade, the employee shall not suffer any loss

of wages, accruals, or benefits. Such transfers shall not be made for the purpose of imposing discipline.

ARTICLE 6 Hours of Work and Overtime

6.1 Hours of Work

The regular work day and work week for the various departments shall be as follows:

Administrative, Mon. - Fri. 40 hour week	8 a.m. - 4:30 p.m.
DPW Operation, Mon. - Fri. 40 hour week	7 a.m. - 3:30 p.m.
Electric/Water, Mon. - Fri.	7 a.m. - 3:30 p.m.
Wastewater Treatment Plant Mon. - Fri., 40 hour week	7 a.m. - 3:30 p.m.

The work week shall start at 12:01 a.m. Monday and end 12:00 a.m. (midnight) Sunday. The hours of work of present employees shall not be changed without negotiation and concurrence of CSEA.

6.2 Summer Work Hours

The Village Board, at its discretion, may change the work schedule during the summer. The Board shall notify the Union President of its decision and the period for the summer work hours. In the event the Village Board elects to have summer hours, employees shall work Monday through Thursday from 6:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch and Friday from 6:30 a.m. to 10:30 a.m. with no lunch break. The following titles are excluded from summer hours: Radio Communication Coordinator and Public Service Dispatch Aide.

In the event of a call out where no qualified employee is reachable or no qualified employee accepts the overtime, the Employer shall either assign the call out to the least senior qualified employee or the Employer may assign the call out to a third party. If the Employer assigns the call out to a third party, it shall be for the following reasons only:

1. In the event that a bargaining unit employee(s) who is qualified to perform the work is unavailable.
2. In the event the Employer does not have the equipment to complete the work or the equipment necessary to complete the work is not available (i.e., equipment being repaired, equipment being used for another job).

CSEA maintains any exclusivity it had for such work under these circumstances.

If the work is assigned to a third party, the Employer shall provide the CSEA Unit President with a copy of the call out list indicating the name of the bargaining unit employee(s) called for the call out and the date and time the Employer attempted to make contact with the employee(s). If the employee(s) was qualified and reachable for the call out but was overlooked, the employee(s) will receive three (3) hours pay for each call out at the employee's overtime rate including all overtime hours missed because he was overlooked. The CSEA Unit President shall be provided with a copy of the call out list on the first work day following the call out.

6.3 Snow and Other Emergency Schedules

All hours worked before 7:00 a.m. during snow and other emergency schedules shall be paid at the rate of one and one-half (1 ½) times the employee's straight time hourly rate.

6.4 Overtime

All hours worked by Village employees over eight (8) hours per day or forty (40) hours per work week, will be paid at one and one-half (1 ½) times the employee's straight time hourly rate.

No employee shall deviate from his normal scheduled hours of work unless directed or authorized by his departmental supervisor.

It is understood that the Employer may not alter a day's or week's work schedule of any employee as to deprive him of above described overtime rates.

Overtime shall be offered on a rotating basis to equalize distribution of overtime for each classification with preference being given to permanent employees. Any offer of overtime, whether the employee accepts said overtime or not, shall be considered as overtime for the purposes of computing equalization of overtime worked. If there are no acceptances by the employee, the Employer shall then assign the employee to work said overtime.

Part-time employees will be restricted to straight time work unless the regular full-time employees refuse overtime.

6.5 Double Time

All hours worked on the seventh (7th) consecutive day of the work week shall be paid at two (2) times the straight time hourly rate.

6.6 Call Out

An employee called to work outside his normal working hours shall receive a minimum of three (3) hours' pay for each call out. The employee will be responsible to report the completion of the first call out with the Public Service Dispatcher and receive additional instructions, if any.

6.7 Meal Allowance

An employee who completed four (4) consecutive hours of overtime work after working his regularly scheduled eight (8) hour turn shall receive a six dollar (\$6.00) meal allowance.

ARTICLE 7 Holidays

All Departments

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Columbus Day |
| 2. Washington's Birthday | 8. Veteran's Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Fourth of July | 11. Christmas Eve Day |
| 6. Labor Day | 12. Christmas Day |

Any holiday that falls on Saturday will be observed the Friday before. Any holiday that falls on Sunday will be observed on the Monday after.

The Village will pay time and one-half (1 ½) for hours worked on all twelve (12) holidays designated in the contract.

ARTICLE 8 Vacations

Employees shall receive vacation allowance in accordance with the following schedule:

CONTINUOUS YEARS OF SERVICE	DAYS OF VACATION
1 but less than 2	5
2 but less than 5	10
5 but less than 10	15
10 but less than 15	20
15 years and over	25

Employees eligible for two (2) weeks of vacation will not be allowed pay in lieu of vacation. Employees eligible for three (3) or more weeks of vacation will be allowed to buy back (or work) one (1) week only.

If a holiday falls during an employee's vacation, he shall receive an additional day of vacation.

ARTICLE 9
Sick Leave

Employees shall accrue sick leave at the rate of one (1) day per month of service. Employees utilizing sick leave shall be paid at their regular hourly rate. Sick leave will be allowed to accumulate to a total of one hundred and sixty-five (165) days.

When an employee claims sick leave and after three (3) days the Village questions such a claim, the employee shall be sent to a physician of mutual agreement for examination. Such examination shall be at the expense of the Village. The determination made by the designated physician shall be final and binding upon the employee's sick leave claim.

Upon retirement, resignation, or termination, employees shall not be due payment of accrued but unused sick leave.

ARTICLE 10
Personal Leave

Personal leave shall be defined as paid time off to conduct business which cannot be conducted outside of normal working hours. Employees will become eligible for and receive three (3) days personal leave upon their date of hire. Personal days shall be calculated according to the employee's anniversary date.

Requests for personal leave must be submitted, in writing, to the employee's immediate supervisor as soon as possible, but at least three (3) work days, if possible, prior to use, unless in the case of an emergency. Personal leave will be utilized in increments of four (4) hours (half-day) or eight (8) hours (full day). Approval of personal leave days is at the discretion of the Employer taking into consideration workload and staffing. Personal leave shall not be unreasonably denied.

Personal leave days shall not be approved in conjunction with vacations or before or after a holiday, unless in the case of an emergency.

ARTICLE 11
Pay Periods

Employees shall be paid on a fifty-two (52) week pay period basis.

ARTICLE 12
Pension

Employees shall be eligible for the New York State Employees Retirement System. The Plans in effect shall be Section 75-G and Section 375-G, both with Option 41-J.

ARTICLE 13
Health Insurance

13.1 Coverage

A. The Employer shall provide two (2) Health Insurance options - the Excellus Simply Blue Plus Platinum 2 (SAAY) and a high deductible plan -Excellus Gold 6.

i. For employees who enroll in Excellus Gold 6, the Village shall fully fund the deductible for the plan through a contribution into an Employee's Health Savings Account (HSA), which for the current plan year is a contribution of \$1,300 per year for an employee who enrolls in single coverage, and a contribution of \$2600 per year for an employee who enrolls in employee + spouse/domestic partner, employee + child(ren) or family coverage health insurance plan.

ii. For employees who remain in Platinum 2, the Village will continue to provide a \$1,000 Health Reimbursement Account debit card as set forth in Article 13.2. Employees who elect to enroll in Excellus Gold 6 shall not be eligible for this benefit, although they will maintain the current balance in their Health Reimbursement Accounts.

B. Employees shall contribute towards the cost of Health Insurance as follows:

i. Platinum 2 - increase from current contribution by the following additional amounts: additional 1% upon ratification; additional 1% on June 1, 2017 and additional 1% on June 2018.

EXAMPLE - An employee who currently contributes 5% towards the cost of health insurance would pay the following for Platinum 2 coverage; 6% upon ratification; 7% on June 1, 2017 and 8% on June 1, 2018.

EXAMPLE - An employee who currently contributes 20% towards the cost of health insurance would pay the following for Platinum 2 coverage; 21% upon ratification; 22% on June 1, 2017 and 23% on June 1, 2018.

ii. Excellus Gold 6 – no change to current contributions.

For informational purposes, refer to Appendix A of this Agreement for all the summary plan features of Excellus Simply Blue Plus Platinum 2 (SAAY). The summary plan features included in the Excellus Simply Blue Plus Platinum 2 (SAAY) are subject to change without notice, by Excellus and any such change shall be effective under this Agreement.

The Employer reserves the right to change insurance carriers as it deems appropriate so long as the new coverage and benefits are substantially similar to the Excellus Simply Blue Plus Platinum 2 (SAAY) health insurance plan.

The Village shall have the option of providing two (2) single health insurance policies instead of a family plan for married employees and retirees who have no dependent

children when permitted by Excellus. In the event a family plan is needed due to dependents, the change from single to family will be done as soon as possible.

13.2 Health Reimbursement Account (105 (h))

The Employer shall provide a 105 (h) – Health Reimbursement Account debit card, annually of one-thousand dollars (\$1,000.00), per employee, every January 1st, for utilization by the employee to pay out-of-pocket medical expenses. New employees will be entitled to the 105 (h) – Health Reimbursement Account debit card, which will be prorated based on their date of hire with the Employer. Any unused amount(s) or remaining balances on the employee’s debit card will be carried over to the next calendar year. Any balance remaining in an individual’s HRA shall be forfeited in the event the employee leaves employment with the Village but does not retire.

This annual benefit shall cease when the employee retires; however, the employee shall be able to exhaust any remaining balances during his/her retirement to offset the cost of health insurance including, but not limited to, the cost of Medicare Parts B and D.

13.3 Cost – Excellus Gold 6 High Deductible Plan

Employees Hired Prior to June 1, 1990

Employees hired prior to June 1, 1990 shall pay five percent (5%) of the cost of the monthly health insurance premium for coverage. This monthly health insurance premium amount will be deducted from the employee’s paycheck on a weekly basis.

Employees Hired after June 1, 1990 and before January 1, 2014

Employees hired after June 1, 1990 shall pay five percent (5%) of the monthly health insurance premium if the employee opts for individual coverage. This monthly amount will be deducted from the employee’s paycheck on a weekly basis.

Employees hired after June 1, 1990 shall pay twenty percent (20%) of the cost of the monthly health insurance premium for any coverage other than individual. This monthly amount will be deducted from the employee’s paycheck on a weekly basis.

Employees Hired after January 1, 2014

Employees hired after January 1, 2014 shall pay ten percent (10%) of the cost of the monthly health insurance premium if the employee opts for individual coverage. This monthly amount will be deducted from the employee’s paycheck on a weekly basis.

Employees hired after January 1, 2014 shall pay twenty-five percent (25%) of the cost of the monthly health insurance premium for any coverage other than individual. This monthly amount will be deducted from the employee’s paycheck on a weekly basis.

This language will not apply to any former employee who was laid off by the Village and subsequently rehired on or before May 31, 2016.

13.4 Cost – Excellus Simply Blue Plus Platinum 2 (SAAY)

Employees Hired Prior to June 1, 1990

Employees hired prior to June 1, 1990 shall pay five percent (5%) of the cost of the monthly health insurance premium for coverage. 6% upon ratification; 7% on June 1, 2017 and 8% on June 1, 2018. This monthly health insurance premium amount will be deducted from the employee's paycheck on a weekly basis.

Employees Hired after June 1, 1990 and before January 1, 2014

Employees hired after June 1, 1990 shall pay five percent (5%) of the monthly health insurance premium if the employee opts for individual coverage. 6% upon ratification; 7% on June 1, 2017 and 8% on June 1, 2018. This monthly amount will be deducted from the employee's paycheck on a weekly basis.

Employees hired after June 1, 1990 shall pay twenty percent (20%) of the cost of the monthly health insurance premium for any coverage other than individual. 21% upon ratification; 22% on June 1, 2017 and 23% on June 1, 2018. This monthly amount will be deducted from the employee's paycheck on a weekly basis.

Employees Hired after January 1, 2014

Employees hired after January 1, 2014 shall pay ten percent (10%) of the cost of the monthly health insurance premium if the employee opts for individual coverage. 11% upon ratification; 12% on June 1, 2017 and 13% on June 1, 2018. This monthly amount will be deducted from the employee's paycheck on a weekly basis.

Employees hired after January 1, 2014 shall pay twenty-five percent (25%) of the cost of the monthly health insurance premium for any coverage other than individual. 26% upon ratification; 27% on June 1, 2017 and 28% on June 1, 2018. This monthly amount will be deducted from the employee's paycheck on a weekly basis.

13.4 Health Insurance Buyout

In the event an employee chooses to retain medical coverage through the spouse, other employment of the employee, or a private insurance plan, the Employer will provide an annual health insurance buyout of two thousand five hundred dollars (\$2,500.00) whether the employee would have opted for single coverage or family coverage; provided that an employee who opts out of health insurance will retain his or his/her Health Reimbursement Account balance. The employee shall be compensated in the last paycheck of each month with a separate check in the amount of \$166.67 208.33 less taxes.

The employee shall notify the Employer, in writing, during the Employer's annual option period and shall provide written verification of medical coverage elsewhere. The employee will have his/her full health insurance benefits restored as a result of death of spouse, a court action requiring him/her to do so, loss of spousal benefit, other employment, or private insurance, or at said time the employee chooses to do so in conjunction with the

Employer's annual option period, the first of the month following his/her election to return to the Employer's coverage.

13.5 IRC Section 125 Flexible Spending Account

The Employer shall provide an IRC Section 25 Flexible Spending Account program allowing for employee contribution as provided by the plan on a pre-tax basis.

13.6 Health Insurance Committee

The CSEA Unit President shall sit on a Village Health Insurance Committee created by the Mayor which shall meet quarterly to review and make recommendations regarding health insurance to the Village Board.

13.7 Health Insurance Upon Retirement

All full-time employees who retire with a New York State service or disability pension shall have the option of participating in the Village's health insurance plan, individual coverage, at retirement. Retiree eligibility shall be based on years of full-time service with the Employer as follows:

YEARS OF SERVICE	PERCENT PAID BY EMPLOYER
25 years of service	100% of the individual health insurance premium
20 years of service	75% of the individual health insurance premium
15 years of service	50% of the individual health insurance premium

The foregoing shall apply to retirees who retire after the age of 55, except for employees who receive New York State Disability Retirement who shall be eligible upon their approved retirement.

Employees hired after June 1, 2016 shall not be eligible for retiree health insurance coverage from the village.

Pre-Medicare Eligible Retirees

Prior to reaching age sixty-five (65) or whatever Medicare eligible age is then in effect, a retiree shall have the option of participating in the health insurance plan, individual coverage, provided for in this Agreement based on years of service referenced above. For retired employees with family coverage whose spouse is not Medicare eligible, the Employer shall pay thirty-five percent (35%) of the difference in premium between the individual premium and the family premium for the dependent. The retired employee shall pay sixty-five percent (65%) of the difference in premium between the individual premium and the family premium for the dependent. For retired employees with individual coverage whose spouse is not Medicare eligible, the Employer shall pay thirty-five percent (35%) of an

individual health insurance premium. The retired employee shall pay sixty-five percent (65%) of the individual health insurance premium for his spouse.

Medicare Eligible Retirees

A retired employee, upon reaching the age sixty-five (65) years or whatever Medicare eligible age is then in effect, must avail him/herself of coverage under Medicare Parts A and B in lieu of full coverage under the health insurance plan provided for in this Agreement. The retiree may choose any Excellus offered Medicare supplemental plan during the Employer's open enrollment period each year. Upon reaching age sixty-five (65) or whatever Medicare eligible age then in effect, the Employer will pay up to a total of \$2,700.00 annually for a senior supplemental plan for the retiree and retiree's spouse, where applicable, which shall increase annually beginning with the 2009 plan year by four percent (4.0%) or the CPIU, whichever is greater.

ARTICLE 14
Dental Insurance

14.1 Coverage

The Village shall continue to make available to full-time, non-retired employees and their dependents substantially similar group dental insurance as existed prior to the signing of this Agreement. The Village reserves the right to change insurance carriers so long as the new coverage and benefits are substantially similar to those which predated this Agreement.

14.2 Cost

The Village will pay 100% of the individual and family premium for dental insurance for all eligible employees hired prior to June 1, 1990. Employees hired after June 1, 1990 will pay 25% of the difference in premium between the individual premium and the family premium. This amount will be deducted from the employee's paycheck on a weekly basis. (New hires may opt not to participate in the Dental Plan.)

ARTICLE 15
Work Breaks

Employees shall be allowed one (1) 20 minute break during each eight (8) hour shift.

ARTICLE 16
Uniforms and Clothing Allowance

All employees covered by this Agreement will receive an annual clothing allowance of one hundred twenty-five dollars (\$125.00) per year for the purchase and maintenance of clothing used or damaged in the performance of their duties. Employees required to wear safety shoes will also receive an annual safety shoe/boot reimbursement of up to one hundred dollars (\$100.00) per year for the purchase of safety shoes/boots.

ARTICLE 17
Workers' Compensation

Employees shall be covered by the New York State Workers' Compensation Law.

ARTICLE 18
Maternity Leave

Upon recovery from childbirth, or adoption of a child under the age of three, an employee shall be eligible for an unpaid leave of absence up to one (1) year. Such leave shall be submitted to the Village Board for final approval.

Upon expiration of the leave, the employee shall be returned to their former position with all previous rights and privileges.

ARTICLE 19
Military Leave

Employees shall be allowed military leave up to a total of thirty (30) calendar days or twenty-two (22) work days, per year, whichever is more, in accordance with New York State Law per section 242 Military Law.

ARTICLE 20
Jury Duty

Employees shall suffer no loss in salary because of appearance at or serving on jury duty. The Employer shall make up the difference of their jury duty pay and their regular pay, less expenses.

ARTICLE 21
Funeral Leave

In the event of a death of one of the following members of an employee's family - parents, including foster or step-parents, spouse, children, brothers, sisters, or grandparents, mother-in-law, father-in-law - the employee shall be excused from work at his request to attend the funeral and shall be paid on a daily basis for the days lost on the day of the funeral and the two (2) preceding days providing that all of those days were regularly scheduled work days of the employee.

In the event of a death of one of the following members of an employee's family or household - brother-in-law, sister-in-law, or spouse's grandparents - the employee shall be excused for the day of the funeral and be paid for the eight (8) hours if that day was a scheduled work day. At the discretion of Department Heads, up to two (2) personal days may be used to augment funeral leave. These two (2) personal days are not in addition to the three (3) personal days an employee receives.

ARTICLE 22
Bidding Procedure

If a vacancy occurs within the non-competitive classifications, the following procedure shall prevail: the job to be filled will be posted on the bulletin boards for a period of three (3) working days. The posting shall show:

- a) Job Title
- b) Rate of Pay
- c) Job Location
- d) A space for interested employees to sign their names

After three (3) working days, the most senior employee shall be offered the job if he meets the following qualifications:

- a) Physical Ability
- b) Aptitude and Knowledge of the Position
- c) Seniority

With a) and b) above being equal, c) will prevail. Employees must meet the minimum qualifications of the position.

If no bids are received, the Village will fill the vacancy at its discretion.

The rate of pay (step) established for employees moving to other positions via the bidding procedures shall be determined by his physical ability, aptitude, and knowledge of the position, and experience with the position's work requirements. This rate must be by mutual agreement between management and CSEA.

ARTICLE 23 Seniority Definition
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Seniority shall be defined as length of continuous service since last day of hire to any job title in the bargaining unit.

ARTICLE 24 Layoff and Recall

All layoffs, reduction in force, job abolishment, and recalls (except those employees with Civil Service competitive classifications) shall be according to classification and seniority. The least senior employee in the affected classification shall be the first to be laid off. Employees to be laid off may replace other employees in another classification providing they are qualified. Employees with Civil Service competitive classifications shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law. Recalls shall be in reverse order of layoff.

ARTICLE 25 Grievance and Arbitration Procedure

25.1 Defined

For the purpose of this Agreement, a grievance shall be defined as a dispute concerning the application, interpretation, or any claimed violation of this Agreement. For purposes of this Article, days shall mean working days, Monday through Friday, excluding holidays. It is expressly understood and agreed by the parties that the Grievance and Arbitration Procedure provided in this Agreement does not apply to and is not intended as a substitute or an alternative for any action permitted by or required by the Village of the Association under any article of the State Civil Service Law and Rules. For the purpose of this Agreement, with the exception of the above qualification, any and all employees shall come

under the provisions of this Article unless it is expressly and specifically abridged or modified by the Agreement. Each employee in the defined bargaining unit shall have the right to present his grievance in accordance with the provisions provided herein, free from interference, restraint, discrimination, or coercion and shall have the right to be represented by a representative of his own choosing.

25.2 Interpretation

The parties agree that disputes over the application or interpretation of laws as they may affect employees covered hereunder are not reviewable under the arbitration provisions of this Agreement.

25.3 Initial Representation

Step 1 Any employee who believes he has a justifiable grievance shall discuss the matter with his Department Head, with or without an Association Representative present, in an attempt to settle the same within three (3) working days after the grievance occurs. However, any such employee may instead, if he so desires, report the matter directly to an Association Grievance Committee, who will take it up with the employee's Department Head in a sincere effort to resolve the problem. If the employee desires, he may be present during this discussion.

Within five (5) days after the oral presentation of the problem to him, the Department Head shall communicate on a written basis his decision to the employee and/or to the Association Representative if he was designated to represent the employee. If the complaint or problem is not satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2.

Step 2 If the employee presenting a grievance after receiving the endorsement of the Association Grievance Committee is not satisfied with the decision of the Department Head, he or the Association Representative may, within five (5) days thereafter, request a review and determination of his grievance by the Mayor or his authorized representative. The petition shall be written and shall contain statements relating to the specific nature of the grievance and the facts surrounding it. The petition shall be forwarded to the Mayor, which submission shall include the written decision of the Department Head. The Mayor or his duly authorized designated representative shall, within five (5) days after receiving the request from the employee or the Association Representative, make his decision and communicate the same in writing to the employee and to the Association Representative.

Step 3 If the Association wishes to carry the grievance beyond the second step, the following procedure shall apply:

The Association shall, within ten (10) days from the receipt of the Mayor's written decision, forward a written notice to the Village that the Association desires to have an arbitrator in the matter. The American Arbitration Association shall be the appointing authority.

The expense of the arbitration will be shared equally between the Village and the Association. The decision of the arbitrator shall be final and binding upon both parties of this Agreement.

The arbitrator shall have no power to add to, subtract from, or modify any of the conditions or provisions of this Agreement provided, however, that 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.

The arbitrator shall not order back pay in any case beyond the date on which the grievance was originally filed. All awards shall be based on the amount of wages the employee would have earned from his employment with the Village.

ARTICLE 26
Savings Clause

Should any provision of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of the Agreement and shall meet within thirty (30) days for the purpose of renegotiating that portion declared unlawful.

ARTICLE 27
Taylor Act 204-A

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 28
Compensation For Transportation Costs

When an employee is required to use normal public transportation facilities the Employer shall reimburse the employee the actual transportation cost upon presentation of a paid receipt.

Whenever an employee is required by his Department Head to use his personal car for official transportation, reimbursement will be made by the Employer at the rate of twenty-five cents (\$0.25) per mile.

**ARTICLE 29
Longevity**

In recognition of an employee's extended and faithful service to the Village, the following policy of yearly longevity payments will be established and paid for uninterrupted employment. Effective June 1, 2007, longevity pay shall be as follows:

AFTER	1 year but less than 5 years of service	\$ 100.00
AFTER	5 years but less than 10 years of service	\$ 200.00
AFTER	10 years but less than 15 years of service	\$ 300.00
AFTER	15 years but less than 20 years of service	\$ 400.00
AFTER	20 years but less than 25 years of service	\$ 500.00
AFTER	25 years of service	\$ 600.00

These longevity payments shall be made by inclusion to the pay period **proceeding** Thanksgiving of each calendar year.

**ARTICLE 30
Salary Plan: Wages Per Hour**

June 1, 2013 – May 31, 2014

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	16.36	18.85	23.52	24.77
Laborer	16.36	18.85	23.52	24.77
Line Worker	18.57	21.82	25.89	27.07
Water Maintenance Worker I	16.36	18.85	23.52	24.77
Line Worker Helper	16.36	18.85	23.52	24.77
Account Clerk I				22.84

June 1, 2014 – May 31, 2015

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	16.69	19.23	23.99	25.27
Laborer	16.69	19.23	23.99	25.27
Line Worker	18.94	22.26	26.41	27.61
Water Maintenance Worker I	16.69	19.23	23.99	25.27
Line Worker Helper	16.69	19.23	23.99	25.27
Account Clerk I				23.30

June 1, 2015 – May 31, 2016

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	17.02	19.61	24.47	25.78
Laborer	17.02	19.61	24.47	25.78
Line Worker	19.32	22.71	26.94	28.16
Water Maintenance Worker I	17.02	19.61	24.47	25.78
Line Worker Helper	17.02	19.61	24.47	25.78
Account Clerk I				23.77

June 1, 2016 - May 31, 2017

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	\$17.36	\$20.00	\$24.96	\$26.30
Laborer	\$17.36	\$20.00	\$24.96	\$26.30
Line Worker	\$19.71	\$23.16	\$27.48	\$28.72
Water Maintenance Worker I	\$17.36	\$20.00	\$24.96	\$26.30
Line Worker Helper	\$17.36	\$20.00	\$24.96	\$26.30
Account Clerk I				\$26.30

June 1, 2017 - May 31, 2018

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	\$17.71	\$20.40	\$25.46	\$26.83
Laborer	\$17.71	\$20.40	\$25.46	\$26.83
Line Worker	\$20.10	\$23.62	\$28.03	\$29.29
Water Maintenance Worker I	\$17.71	\$20.40	\$25.46	\$26.83
Line Worker Helper	\$17.71	\$20.40	\$25.46	\$26.83
Account Clerk I				\$26.83

June 1, 2018 - May 31, 2019

Title	step #1	step #2	step #3	step #4
Public Works Maintenance Worker	\$18.06	\$20.81	\$25.97	\$27.37
Laborer	\$18.06	\$20.81	\$25.97	\$27.37
Line Worker	\$20.50	\$24.09	\$28.59	\$29.88
Water Maintenance Worker I	\$18.06	\$20.81	\$25.97	\$27.37
Line Worker Helper	\$18.06	\$20.81	\$25.97	\$27.37
Account Clerk I				\$27.37

June 1, 2013⁶ - May 31, 2014⁷: 2.0% on all steps; retroactive June 1, 2013⁶
June 1, 2014⁷ - May 31, 2015⁸: 2.0% on all steps
June 1, 2015⁸ - May 31, 2016⁹: 2.0% on all steps

Effective June 1, 2003, the appointed “Foreperson” of the Department of Public Works and the Electric/Water Department shall receive an additional \$2.50 per hour above his/her step pay. Effective June 1, 2005, the “Foreperson” premium shall increase to \$2.75 per hour above his/her step pay.

The Village will use the employee’s date of hire to establish seniority, longevity, and vacation allowances. Employees shall receive the increased hourly rate of the new contract year at their current step. Upon the anniversary of their date of hire, the employee shall move to the next step on the salary plan.

If a new employee is hired by the Village at a rate higher than Step 1, all other employees of that department shall be paid at a rate not less than that paid to the new employees.

Light and Water employees on-call, shall receive payment in the amount of three (3) hours pay, per day, for on-call duty so assigned. The assignment week shall be identical to the pay week.

ARTICLE 31 Job Security
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All employees covered by this Agreement shall be eligible for protection under Section 75 of the Civil Service Law.

ARTICLE 32 Duration of this Agreement
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This Agreement becomes effective June 1, 2013⁶ and expires May 31, 2016⁹.

Village of Skaneateles

Civil Service Employees Association, Inc.

Martin Hubbard
Mayor

Date

Frank Antonucci
Labor Relations Specialist

Date

APPENDIX A
Excellus Simply Blue Plus Gold 6

Plan Overview		SimplyBlue Plus Gold 6	
Plan ID	78124NY100025-00		
Plan Name	SimplyBlue Plus Gold 6		
Plan Highlights	A deductible is applied to all covered medical and prescription drug benefits. Preventive services are covered in full. Plan includes ExerciseRewards		
Plan Type	Deductible HSA		
HSA Eligible	Yes		
Quote Effective	10/01/2017 - 03/31/2017		
Plan Features			
Primary Care Physician (PCP)	Not Required		
Referrals	Not Required		
Out of network benefits	Covered at 70%, subject to the deductible		
Out of area benefits	Coverage provided worldwide through our BlueCard® Network		
Student/Dependent coverage	Qualified dependents are covered to age 26		
Domestic Partner	Covered		
Wellness Incentives	ExerciseRewards™ receive up to \$600 a year toward qualified fitness facility dues and/or fitness classes		
Plan cost-sharing highlights			
Plan cost-sharing highlights	In Network	Out of Network	
Primary Care Office Visit	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible	
Specialist Office Visit	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible	
Coinsurance	Covered at 85%,	Covered at 70%	
Deductible	In-Network \$1,300 individual/ \$2,600 Family	Out-of-Network \$1,300 individual/ \$2,600 Family	
Out of pocket maximum	In-Network \$2,600 individual/ \$5,200 Family	Out-of-Network \$2,600 individual/ \$5,200 Family	
Lifetime maximum	None	None	
Plan Benefits			
Preventive Healthcare Services	In Network	Out of Network	
Well Child Visits	Covered in full	Covered at 70%, subject to the deductible	
Adult routine physical exams	Covered in full	Covered at 70%, subject to the deductible	
+Adult Immunizations	Covered in full	Covered at 70%, subject to the deductible	
+Mammography	Covered in full	Covered at 70%, subject to the deductible	
+Pap smear	Covered in full	Covered at 70%, subject to the deductible	
+Routine GYN Exam	Covered in full	Covered at 70%, subject to the deductible	
+Prostate Cancer Screening	Covered in full	Covered at 70%, subject to the deductible	
+Colonoscopy	Preventive Screening Covered in full	Covered at 70%, subject to the deductible	
+Family Planning Services	Covered in full	Covered at 70%, subject to the deductible	

APPENDIX A
Excellus Simply Blue Plus Gold 6

SimplyBlue Plus Gold 6		
Physician Office Services	In-Network	Out-of-Network
Diagnostic office visits	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Telemedicine Visits	Covered at 85%, subject to the deductible MDLive Provider. Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Diagnostic x-rays	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Allergy tests	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Allergy injections	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Chemotherapy	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Radiation therapy	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Maternity Services	In-Network	Out-of-Network
Prenatal care	Covered in full (cost share may apply to ultrasounds, lab work and sick visits)	Covered at 70%, subject to the deductible
Hospital care for mom (including delivery)	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Newborn nursery care	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Prescription Drug	In-Network	Out-of-Network
Prescription Drug Coverage	\$5/ \$35/ \$70, subject to the plan deductible. Preventive drugs are not subject to the deductible, they are subject to the applicable copay or coinsurance	Not Covered
Inpatient Hospital Benefits	In-Network	Out-of-Network
Hospital Benefits	Covered at 85% per admission for unlimited days, subject to the deductible	Covered at 70% per admission for unlimited days, subject to the deductible
Physician Visits in the Hospital	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Inpatient physical rehabilitation	Covered at 85%, per 60 day stay per admission per contract year, subject to the deductible	Covered at 70% per 60 day stay per admission per contract year, subject to the deductible
Surgery	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Anesthesia	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Emergency Care	In-Network	Out-of-Network
Emergency room care	Covered at 85%, subject to the deductible	Covered at 85%, subject to the deductible
Freestanding Urgent Care center	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Ambulance	Covered at 85%, subject to the deductible	Covered at 85%, subject to the deductible
Outpatient Hospital Benefits	In-Network	Out-of-Network
Diagnostic x-rays	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Diagnostic laboratory and pathology	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Surgical Care Facility Fee	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Chemotherapy	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Radiation Therapy	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible

APPENDIX A
Excellus Simply Blue Plus Gold 6

SimplyBlue Plus Gold 6		
Mental Health and Substance Use	In-Network	Out-of-Network
Inpatient mental health care	Covered at 85% per admission for unlimited days, subject to the deductible	Covered at 70% per admission for unlimited days, subject to the deductible
Outpatient mental health care	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Inpatient substance use	Covered at 85%, per admission for unlimited days, subject to the deductible	Covered at 70% per admission for unlimited days, subject to the deductible
Outpatient substance use	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Other Services	In-Network	Out-of-Network
Diabetic drugs, insulin and supplies	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Skilled nursing facility	Covered at 85% per admission for 200 days per year, subject to the deductible	Covered at 70% per admission for 200 days per year, subject to the deductible
Home care	Covered at 85% for up to 40 visits per year, subject to the deductible	Covered at 70% for up to 40 visits per year, subject to the deductible
Hospice	Covered at 85% for up to 210 visits per year, subject to the deductible	Covered at 70% for up to 210 visits per year, subject to the deductible
Outpatient therapy	Covered at 85%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year	Covered at 70%, subject to the deductible for physical, speech and occupational therapy for up to 60 visits per contract year
Durable medical equipment	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
External prosthetics	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible
Chiropractic	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Acupuncture	Not Covered	Not Covered
Hearing Aids	Covered at 50%, subject to the deductible for a single purchase once every 3 years	Covered at 50%, subject to the deductible for a single purchase once every 3 years
Vision Benefits	In-Network	Out-of-Network
Adult Routine Vision Exam	Covered at 85% for one routine exam every year, subject to the deductible	Covered at 70% for one routine exam every year, subject to the deductible
Adult Diagnostic Vision	Covered at 85%, subject to the deductible	Covered at 70%, subject to the deductible
Adult Eyewear	Eyewear Reimbursement of \$60 per year	Eyewear Reimbursement of \$60 per year
Pediatric routine Vision Exam	Covered at 85% for one routine exam every year, subject to the deductible	Covered at 70% for one routine exam every year, subject to the deductible
Pediatric Eyewear	Covered at 50%, subject to the deductible for one purchase per plan year	Covered at 50%, subject to the deductible for one purchase per plan year
Dental Benefits	In-Network	Out-of-Network
Adult Dental Care	Not Covered	Not Covered
Pediatric Dental: Preventative & Routine	Preventative covered at 100%, subject to the deductible. Routine covered at 80%, subject to the deductible	Preventative covered at 100%, subject to the deductible and balance billing. Routine covered at 80%, subject to the deductible and balance billing.
Pediatric Major Dental Care & Medical Ortho	Covered at 50%, subject to the deductible	Covered at 50%, subject to the deductible and balance billing
Accidental Dental - Outpatient Surgical	Covered at 85% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible	Covered at 70% for accidental injury to sound, natural teeth and for care due to congenital disease or anomaly, subject to the deductible

This is not a contract. It is intended to highlight the program. Benefits are determined by the terms of the contract. All benefits are subject to medical necessity. All day and visit limits are combined limits for both in-network and out-of-network benefit. +Preventive Services coverage required by the Federal Patient Protection and Affordable Care Act are not quoted herein. Please refer to the United States Preventive Services rated "A" and "B" that are covered pursuant to the Federal Preventive Protection and Affordable Care Act requirements.