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Title: **Wellsville, Village of and Village of Wellsville Department of Public Works Employees, New York State Council 66, AFSCME, AFL-CIO, Local 2574 A&B (2000)**

Employer Name: **Wellsville, Village of**

Union: **Village of Wellsville Department of Public Works Employees, New York State Council 66, AFSCME, AFL-CIO**

Local: **2574 A&B**

Effective Date: **06/01/00**

Expiration Date: **05/31/03**

PERB ID Number: **7789**

Unit Size: **24**

Number of Pages: **44**

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Wellsville, Village Of And Council 66
Locals 2574 A&B (Dpw Unit)

1634 DT
34200 BC

AGREEMENT

between

COUNTY AND MUNICIPAL COUNCIL 66 OF NEW YORK

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL 2574 A&B

(Department of Public Works Employees)

and

VILLAGE OF WELLSVILLE

June 1, 2000 - May 31, 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 04 2000

EXECUTIVE DIRECTOR

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THIS AGREEMENT made this first day of June 2000 by and between Susan C. Goetschius, Mayor of the Village of Wellsville, on behalf of the Village Board of Trustees, hereinafter referred to as the "Board" and New York State Council 66 and Local 2574 A&B, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, this agreement has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, and other conditions of employment,

WHEREAS, the Union affirms that it does not assert the right to strike against the Village, to assist or participate in a job action and will not impose an obligation to conduct, assist or participate in such strike on any of its members. That no lockout of the employees shall be instituted by the Village.

WHEREAS, this constitutes the entire agreement between the parties and shall supersede any and all previous rules and regulations and personnel policies that are inconsistent herewith. Any amendment to this contract must be mutually agreed on by the parties in writing and annexed hereto and designated as an amendment to this agreement.

WHEREAS, this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union and the Village shall share equally in the responsibility of applying the enforcement of this provision of the agreement.

WHEREAS, the Employer shall not interfere with the rights of the employees to become members of the Union and there will be no discrimination, interference, restraint or coercion by the Employer or any of its representatives against any of the employees because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

"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 PROVIDING ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL."

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I

SECTION 1.01 RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time, permanent employees of the Department of Public Works with the exception of the Director, Assistant Director, Electric Department Supervisor, Billing Office Supervisor and confidential employees. The Union shall enjoy unchallenged representation status pursuant to the Employees Fair Employment Act, as amended and said recognition shall extend to the maximum period allowed by law.

ARTICLE II

SECTION 2.01 DUES CHECK OFF

Upon written authorization of a member of the unit, on a form provided by the Union, the Board will deduct from the salary of members of the unit such amounts for membership dues as the employees shall specify and shall promptly transmit the aggregate total of all deductions to the designated financial officer of the Union.

The said payroll deduction for Union dues shall begin with the next full pay period, if possible, and the basis of twenty-six (26) amounts from (1) one paycheck each (2) week period in the calendar year. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

Dues checkoff authorization shall remain in full force and effect until the employee submits in writing a request to have the deduction stopped, at which time the employee shall be placed on the agency fees listing. However, said revocation of the dues checkoff card shall be subject to the conditions contained therein.

ARTICLE III

SECTION 3.01 NEW EMPLOYEES

The Employer agrees to submit to the Union each six (6) months a list of new employees hired, their job classification, home addresses, and whether their employment is on a permanent,

provisional, seasonal or temporary basis.

ARTICLE IV

SECTION 4.01 PROBATIONARY TERM

All new employees shall be considered as probationary employees for the first hundred twenty (120) calendar days of their employment. Such period may be extended by mutual agreement between the Union and the Village. When an employee completes his probationary period, he shall be entered on the seniority list retroactive to his date of hire. There shall be no seniority among probationary employees, however, probationary employees shall receive all benefits afforded to all regular employees.

The Union shall represent all probationary employees for the purpose of collective bargaining in respect to wages/salaries, hours and conditions of employment.

ARTICLE V

SECTION 5.01 ACCESS TO PREMISES

The Employer agrees to permit representatives of the International Union, Union Council and Local Union to enter the premises of the Employer during working hours to conduct Union business, provided such activity does not interfere with the performance of the duties assigned to the employees. The representative shall notify the Department Head before entering Village premises.

SECTION 5.02 BULLETIN BOARDS

The Employer agrees to allow the Union use of one (1) designated bulletin board in each department for the purpose of posting Union notices and news.

SECTION 5.03 UNION OFFICERS

Union officers will, within ten (10) days after union elections have been conducted, notify the village, in writing, of the of current slate of officers and committee members.

ARTICLE VI

SECTION 6.01 SALARIES

Appendix "A" translates job titles into grades. Appendix "B" "steps" to correlate with the grades. All members of the bargaining unit shall be paid pursuant to and consistent with Appendix "B" for the year June 1, 2000 to May 31, 2001. All members of the bargaining unit shall be paid pursuant to and consistent with Appendix "C" for the year June 1, 2001 to May 31, 2002. All members of the bargaining unit shall be paid pursuant to and consistent with Appendix "D" for the year June 1, 2002 to May 31, 2003. New hires shall start at minimum pay level, advancing to step 2 at the beginning of the next fiscal year, and continue to advance one step with each fiscal year until the top step is reached. Step raises shall be automatic unless management submits to the union in writing 30 days prior to the end of the fiscal year a valid reason for denial of the step raise. If Union feels the denial is invalid, and a mutual agreement can not be reached, the matter will be subject to review by the local Human Rights Commission whose decision shall be binding on both parties.

Any employee transferred to a lower grade shall maintain his current step position. Transfer to higher grade shall be at least to a step having a salary higher than the current salary.

The salaries and wages of employees shall be paid on the same day each week. In the event this day is a holiday, the preceding day shall be the pay day.

SECTION 6.02 LONGEVITY BONUS

Longevity payments of the following amounts shall be paid in addition to the wage schedules attached hereto for all employees who have completed the following numbers of years of service:

Fifteen (15) years of service	\$350.00
Twenty (20) years of service	\$450.00
Twenty-five (25) years of service	\$550.00

Longevity bonuses shall be paid to employees on an hourly basis, calculated by dividing the amount owed by 2080, and adding the resultant number to their hourly rate as outlined in the attached appendices listing wages and grades.

ARTICLE VII

SECTION 7.01 HOURS OF WORK

The following shall be the schedule of work hours for the Department of Public Works Employees under this Agreement:

REGULAR EMPLOYEES: Monday through Friday, 7:30 am to 4:00 pm with one half (1/2) hour unpaid lunch period.

SANITATION EMPLOYEES: Monday through Friday, 6:00 am to 2:30 pm with one half (1/2) hour unpaid lunch period.

WWTP OPERATORS: Monday through Thursday, 7:30 am to 4:00 pm with one half (1/2) hour unpaid lunch period, and alternate Friday, 7:30 am to 4:00 pm with one half (1/2) hour unpaid lunch period, or Saturday and Sunday, four (4) hours each morning.

WATER PLANT OPERATORS: Alternate shift (a) Monday through Friday, 6:00 am to 2:00 pm and shift (b) Monday through Wednesday, 2:00 pm to 10:00 pm, Saturday and Sunday, 6:00 am to 2:00 pm. Each eight (8) hour shift includes a paid one half (1/2) hour lunch period.

BUSINESS OFFICE EMPLOYEES: Monday through Friday, 8:00 a.m. to 4:30 p.m. with one half (1/2) hour unpaid lunch period.

Management reserves the right to alter work shift starting times when necessary to facilitate special projects as determined by Supervisors. The Union must be notified in writing two weeks prior to intended change. Extenuating circumstances such as weather or equipment availability, etc., that make it necessary to postpone shift change will not require a new two week notice period but a reasonable period of notice shall be mutually agreed upon. Employees directed to work altered shift shall receive shift differential of \$.50/hour.

SECTION 7.02 WORK SHIFT

Eight (8) consecutive hours of work within a twenty four (24) hour period shall constitute a work shift. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere within this Agreement.

SECTION 7.03 WORK SCHEDULE

Work schedule showing the employees' shifts, workdays and hours shall be posted on all department bulletin boards.

SECTION 7.04 REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. The rest period shall be scheduled approximately at the middle of each one half (1/2) shift.

SECTION 7.05 CLEAN UP TIME

Employees shall be granted a ten (10) minute personal cleanup period (a grace period) prior to their lunch period with an unpaid lunch period of thirty (30) minutes.

SECTION 7.06 SHOW UP TIME

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. If work on the job is not available, and the employee is excused from duty, he shall be paid at his regular rate of pay for four (4) hours of work. If the employee works any part of the four (4) hours, then he shall be paid for the entire day.

SECTION 7.07 CALL TIME

Any employee called for emergency duty before or outside of his regular scheduled shift, as defined in Section 7.01, shall be paid for a minimum of three (3) hours at the rate of time and one half (1 1/2) or the actual number of hours worked.

Work scheduled before or outside of the regular shift (scheduled overtime) shall be at the rate of time and one-half (1 1/2) for a minimum of three (3) hours, or the actual number of hours worked. Employees requested to work scheduled overtime shall be given as much notice as possible.

Only under emergency circumstances as determined by the Department Head shall an employee be sent home during his regularly

scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift or anytime thereafter.

SECTION 7.08 PREMIUM RATES OF PAY

Overtime work shall be offered to full time employees before temporary or part time people, with the exceptions if overtime is one (1) hour or less at the end of work shift, or if no full time employee is capable of performing required duty. DPW procedure will be as follows: Overtime shall be offered first, to members of the department which normally perform the task. If no employees within that department are available, it may then be offered to members of another DPW department. Overtime hours shall be posted by department and a reasonable effort shall be made to keep overtime equal within a given department. Water and Electric procedure will be as follows: overtime originating with the water and/or electric shall be offered to water and electric employees first. It may be necessary for the electric department to call for mutual aid prior to contacting employees from other departments.

Time and one half (1 1/2) the employee's regular hourly rate of pay shall be paid for all work performed in excess of his normal shift in any work day; all work performed before or after any scheduled work shift; and all work performed on Saturday and/or performed on Sunday.

The overtime rate specified above for Saturday work and for Sunday work shall not be paid to employees for whom these days fall regularly within their work week. These employees shall be paid time and one half (1 1/2) for all work performed on the sixth (6th) day and seventh (7th) day of their regular work week.

SECTION 7.09 CALL IN TIME

All employees shall receive compensation in accordance with the Fair Labor Standards Act as amended.

SECTION 7.10 OVERTIME PAY

All overtime worked shall be paid for promptly, no later than the next regular payroll check. Employees have the option of choosing compensatory time off in lieu of overtime pay.

Compensatory time off will accumulate at the rate of one and one-half (1-1/2) times the number of hours worked. No employee will be permitted to accumulate more than forty (40) hours of compensatory time off before using the accumulated time. An employee may use the compensatory time off with permission of his/her supervisor.

SECTION 7.11 OVERTIME VOLUNTARY

Overtime work shall be voluntary except in the case of emergency as determined by the Department Head.

SECTION 7.12 OFF DUTY CALL TIME

No employee of the Department of Public Works shall be required to be available or "on call" during his non working hours.

SECTION 7.13 LUNCH BREAKS

All employees shall work the hours specified in the contract. All employees with the exception of those specifically listed in the contract as having a paid lunch period will take an unpaid lunch period, to be taken with supervisor's approval between 11 a.m. and 1 p.m. Employees shall be given a thirty (30) minute lunch period with a ten (10) minute grace period. Employees may not work through the lunch period or their breaks in order to leave prior to the end of the shift.

ARTICLE VIII

SECTION 8.01 SENIORITY

Seniority means the employee's length of continuous service with the Village since the first date of hire. However, any employee's seniority shall be broken by voluntary resignation, discharge or retirement. However, if an employee returns to work in any capacity within one (1) year, his seniority date shall be his original date of hire.

SECTION 8.02 SENIORITY LISTS

Every six (6) months the Employer shall post on all bulletin boards a seniority list showing the continuous service of each

employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles, and date of hire of all employees in the unit entitled to seniority.

ARTICLE IX

SECTION 9.01 CHANGES IN WORK FORCE - LAY OFF

In the event the Village contemplates laying off employees for any reason, the Employer shall meet with the Union to review the anticipated lay-off at the earliest possible time prior to the effective date of lay-off.

In the event a lay-off takes place it shall be accomplished by first laying off temporary or probationary employees. Should it be necessary to reduce the work force further, then regular employees shall be laid off in the inverse order of seniority within the job classification. An employee laid off from one job classification may "bump" an employee in an equal or lower job classification if the first employee has seniority over the second and meets all the qualifications of the job into which he or she is bumping. The employee who "bumps" into the lower classification will be paid at the lower grade but same step that he or she is currently on.

Employees that are to be laid off are to be notified at least fourteen (14) calendar days before the lay-off date. The Village shall forward a list of employees being laid off to the Local Union Secretary on the same date that notices are issued to the employees.

SECTION 9.02 RECALL AFTER LAY-OFF

If the work force is increased after a lay-off, the employees shall be recalled according to seniority. The notice of recall shall be mailed to the employee's last known address by certified mail. If the employee fails to report for work within five (5) days from the date of mailing of said notice of recall, he shall be considered to have voluntarily quit. Recall rights of an employee shall expire one (1) year from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at the last known address by registered or certified mail.

ARTICLE X

SECTION 10.01 RETIREMENT

All regular employees (full time) shall be covered by the New York State Retirement System and shall enjoy all privileges thereunder. Tier 1 and Tier 2 employees shall participate in the 75i plan. Tier 3 and Tier 4 employees are participants in a contributory plan and are not eligible for the 75i plan. A deferred compensation plan is also available for members of all Tiers.

ARTICLE XI

SECTION 11.01 SICK LEAVE

All employees, after thirty (30) days of employment, shall be entitled to twelve (12) sick days per year which shall be earned at the rate of one (1) day per month and accumulated to a maximum of one hundred sixty-four (164) days.

Upon the death of an employee, the Village shall compensate in cash to his/her spouse or the estate, for all unused sick days that the employee had accumulated up to the time of death.

An employee has the option to use five (5) days of the twelve (12) days per year for family sick leave.

That sick leave may be used for the employees' personal sickness, illness or injury and shall be granted with pay to the extent to his accumulated sick leave.

In the event an employee is absent from work for three (3) days, he may be required to submit a medical report attesting to his illness.

Sick leave may be used for doctor and dental appointments if the employee gives reasonable advance notice of said appointments to the supervisor. Sick leave may be used in any unit of time.

SECTION 11.02 BEREAVEMENT LEAVE

A leave of absence not to exceed one (1) working day, on each occasion will be granted with full pay to an employee upon the death of a brother-in-law, son-in-law, daughter-in-law, sister-in-law, grandparent, great-grandparent, nephew, niece, aunt or uncle of such employee, such day to be the day of the funeral, for the purpose of attending the funeral. This day may not be accumulated for future use if not used for the day of the funeral.

Each employee shall be allowed three (3) days paid leave of absence at the death of the employee's parent, step-parent, sibling, step-sibling, spouse, child, step-child, father-in-law, mother-in-law, grandchild and foster parents. This time is to be used at the employees' discretion, but within two (2) weeks from when the death occurred.

SECTION 11.03 PERSONAL BUSINESS LEAVE

All employees shall be entitled to two (2) personal business leave days per year with pay. This leave is not cumulative but may be converted to sick time. The village will buy back, at straight time, any personal leave days unused as of May 1st.

The requests for leave must be submitted, to the Department Head at least twenty four (24) hours prior to the date requested, except in cases of an emergency. In the event of an emergency the employee shall give his or her supervisor as much notice as possible.

Personal leave will not be granted on the day immediately preceding or following a holiday, nor will it be used to extend a holiday or vacation, except in emergency and with the specific approval of the Department Head.

SECTION 11.04 JURY DUTY

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

SECTION 11.05 CIVIL DUTY

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be

granted leave with pay for the period necessary.

SECTION 11.06 MILITARY LEAVE

Any employee who is a member of the Reserve Force of the United States or of the this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days total during a fiscal year.

SECTION 11.07 LEAVE OF ABSENCE WITHOUT PAY

Leaves of Absence without pay and not to exceed six (6) months may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period at the discretion of the Village Board.

SECTION 11.08 MATERNITY LEAVE

Maternity leave shall be granted in accordance with applicable law.

SECTION 11.09 ACCUMULATED SICK LEAVE/RETIREMENT

Any individual who retires directly from employment either voluntarily or with a disability retirement as a village employee may use his accumulated sick leave per one of the following methods:

The selection of (B) must be accompanied in writing one year prior to the effective date of retirement by said letter addressed to the Village Clerk (see further (B) below for time period with reference to individuals who retire under voluntary disability retirement). The execution of said letter precludes any further consideration per paragraph (A) by the individual.

A. Upon the effective date of retirement and written request, the village shall credit to the individual the equivalent of one hundred percent (100%) days pay for each unused sick day for application to the cost of that individual's hospitalization plan. The village shall provide the individual with a written statement at retirement detailing the amount credited and the then current

monthly cost of said hospitalization plan.

- O R -

B. An employee shall one year prior to the effective retirement date of their voluntary retirement notify the village clerk in writing of the effective date of his/her retirement. He/she will also request in writing the equivalent of one half (1/2) days pay for each unused sick day remaining at the effective date of retirement. The failure of an employee to request said pay in writing and/or to notify the village clerk in writing of the effective date of voluntary retirement at least one calendar year in advance or within thirty (30) days of formal notification of the disability retirement will preclude the individual from any benefit described in this paragraph. The village will have a minimum of ninety (90) days to pay said individual who retired with a disability retirement.

If a retiree dies before exhausting his or her sick time credit, the village shall pay the estate of the deceased a lump sum of 100% of the remaining credit within 90 days of the retiree's death, or if a substantial sum is involved, payment may be made within the first month of the fiscal year following the retiree's death. (for budgetary considerations)

SECTION 11.10 FAMILY MEDICAL LEAVE

Family Medical Leave Police adopted by the Village Board shall be found under Appendix "E" of this Agreement.

SECTION 11.11 ACCRUED TIME TRANSFER

Employees may be permitted, with Board approval, to transfer any accrued time to another employees' account. This transfer is only intended for extended illness or cases of hardship. Employees desiring to transfer time shall notify the village clerk, in writing, so that it may be discussed at the next executive session. Transferred time is considered a gift and is forfeited by the employee who donates the time.

SECTION 11.12 SICK LEAVE BUY-BACK

(a) an employee who has not used any sick time for a calendar

quarter of the year will be entitled to return eight (8) hours sick time to the Village for payment of \$ 75. For the purposes of this calculation, the first quarter shall begin on June 1st of each year.

(b) the usage of any sick time during a calendar quarter would disqualify the employee for that quarter only.

(c) an employee who has not used any sick time during a calendar year will be entitled to a total payment of \$ 300. in exchange for selling back to the Village thirty two (32) hours sick leave.

(d) employees who retire prior to December 31st of any year, who, at the time of his/her retirement, would otherwise be entitled to payment as herein, shall receive a payment prorated to the nearest calendar year.

(e) the payment for unused sick leave will be made no later than June 15th of the following year.

(f) sick leave shall mean an employee that is off work and using paid sick leave for that time off.

(g) authorized time is when an employee is off on an excused leave or, an employee who has used all sick leave and has a physician's certification that he/she is unable to work because of his/her illness or injury.

(h) employees off work without paid leave shall receive unauthorized time off unless covered in paragraph (g) above.

(i) Employees off on vacation, jury duty, funeral leave, compensation, blood bank, union time or holidays shall not count those days against sick leave.

ARTICLE XII

SECTION 12.01 ABSENCE DUE TO INJURY, WORKER'S COMPENSATION BENEFITS

The Employer shall provide coverage for all employees covered

by this Agreement under the Worker's Compensation Law of New York State Employer's Law.

Employees who are unable to perform duties of their employment because of injuries received in the service of the Employer, and who receive Worker's Compensation Benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits and such supplemental sum shall be deducted from sick leave credits on a pro rata basis to the extent of accrued sick leave credits.

SECTION 12.02 NEW YORK STATE DISABILITY BENEFITS

The Employer agrees to cover each employee under the New York State Disability Plan at no cost to the employee for the term of this Agreement.

Employees shall receive a supplemental sum equal to the difference between their wages and their disability benefits upon their option but such supplemental sum shall be deducted from any accumulated time off (sick leave, or personal leave, vacation time, compensatory time or floating holidays) the employee may have. If an employee elects to use accumulated time off for the purpose of maintaining his full pay status during the period of his disability, he/she shall be required to endorse his disability compensation checks back to the Village. Upon exhaustion of all accumulated time off to which the employee is entitled, the supplemental sum shall cease, and the employee will not longer be required to endorse his or her compensation checks to the employer.

SECTION 12.03 DISABLED EMPLOYEES

The Employer shall make every effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able and qualified (or can be trained to be qualified) to perform.

ARTICLE XIII

SECTION 13.01 PAID HOLIDAYS

The following days (legally designated dates shall apply) shall be paid holidays:

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day
7. Thanksgiving Day
8. Day After Thanksgiving Day
9. Christmas Eve
10. Christmas Day
11. Two Floating Holidays

SECTION 13.02 ELIGIBILITY REQUIREMENT

An eligible employee is one who was scheduled to work on said day if it had not been observed as a holiday. Employees on vacation or sick leave are also eligible.

SECTION 13.03 HOLIDAY WORK

If an employee works on a paid holiday he shall be paid his holiday pay and time and one half (1 1/2) for all hours worked.

SECTION 13.04 HOLIDAY HOURS FOR OVERTIME PURPOSES

For the purpose of computing overtime, all unworked holiday hours for which an eligible employee is compensated shall be regarded as hours worked.

SECTION 13.05 HOLIDAY PAY

a. Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

b. Eligible employees whose work day differs from the standard eight (8) hours shall be paid the current daily rate of pay.

c. Plant Operators-if a holiday is observed on the employees' scheduled day off, he shall be given the option of a day off in lieu thereof, or be paid for the holiday at straight time.

The straight time pay for the holiday shall not be subject to Section 13.04.

ARTICLE XIV

SECTION 14.01 CHOICE OF VACATION

Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period. The following written advance notice for vacation shall be given an employee's supervisor: 1 week for 1 or 2 days; 2 weeks for 3 to 5 days; 4 weeks for 5 days.

If an employee is asked to cancel a scheduled vacation due to the work load, he/she will have the option of carrying over that vacation time to the next fiscal year or being paid, at his/her hourly rate, for the vacation in addition to being paid for working, as long as the employee has demonstrated a reasonable attempt to use vacation time during the course of the year prior to May 1.

Each employee will be allowed to carry over one year's vacation allowance into the next fiscal year.

SECTION 14.02 VACATION SCHEDULE

All employees covered by this Agreement shall be entitled to the following consecutive vacation period upon completion of their probationary periods:

After one year	five work days
After two years	ten work days
After seven years	fifteen work days
After fifteen years	twenty work days
After twenty five years	twenty five work days

SECTION 14.03 VACATION RIGHTS IN CASE OF LAY-OFF OR SEPARATION

Any employee who is laid off, discharged, retired or separated from the service of the Employer, for any reason prior to taking his vacation, shall be compensated in cash for the unused vacation

he accumulated at the time of separation.

In the case of the death of an employee, payment shall be made to his estate.

ARTICLE XV

SECTION 15.01 HEALTH INSURANCE

The Village will provide employees with a choice of health insurance plans. Employees shall select from Appendix "F" the policy or policies which best suit their needs.

The Village will pay the premiums up to a maximum annual cap (per employee) of \$8,500 toward family coverage; \$3,500 toward single coverage and after January 1, 2001 - \$6,200 for employee/spouse coverage.

Employees who choose an HMO as one of their providers, shall receive 50% of the difference between the cap and their total premium cost (up to twenty dollars per week maximum,) for the purpose of depositing into the deferred compensation plan offered by the Village. Employees must participate in the deferred compensation plan to be eligible for this 50% and their weekly deferred compensation deduction shall not be less than the amount of the village contribution.

Changes in the carriers or policies offered shall be by mutual agreement of the Board of Trustees and the Union Executive Committee.

SECTION 15.02 WAIVER OF MEDICAL INSURANCE

(a) Employees who may obtain health care coverage through their spouse's policy or through other means, may elect to opt out of the Village of Wellsville's plan(s) and obtain coverage through their spouse's plan or whatever policy they have availed themselves of. The Village will pay those employees two thousand eight hundred eighty dollars and no cents (\$2880.00), to be paid at the close of the fiscal year. Employees desiring to change their withholding for tax purposes should see the Village Clerk's Office to make arrangements.

(b) An employee desiring to waive this coverage will be required to sign the attached form Appendix "G" by May 1st of the preceding year for the succeeding Fiscal Year June 1st through May 31st of each and every year. Any employee who waives said coverage and then desires to reinstitute coverage will have to sign the Waiver of Cash Payment (Appendix "H") and submit same by May 31st to reinstitute coverage June 1st. Any employee who is in need of coverage after having waived same, due to death of a spouse, or dissolution of a marriage, or the termination of spouse's coverage, will be eligible to waive coverage and to reinstitute same pursuant to the adopted policy and procedure of the Medical Insurer.

ARTICLE XVI

SECTION 16.01 MANAGEMENT'S RIGHTS

The Employer retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number of locations of its business and service operations in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine when and to what extent the work required in operating its business and supplying its services is to be performed by employees governed by this Agreement, to maintain order and efficiency in all its departments and operations. (Including the procedures set forth in the Civil Service Law and other laws of the State of New York as regards, but not limited thereto, the hiring, lay-off, discipline, suspension, discharge, and any other procedures concerning the conduct and employment of employees, to promote and determine the qualifications for employees, to determine and schedule its various departments and to determine its starting and quitting time and the number of hours to be worked subject only to such terms set forth in other parts of this Agreement or provided by law.) The Village also expressly reserves all rights and powers under the Civil Service Law and any other laws of the State of New York.

The above rights of the Employers are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authorities the Employer had prior to this Agreement are retained by the Employer, except as expressly and specifically abridged,

claimed or modified by this Agreement.

SECTION 16.02 COMMERCIAL DRIVERS LICENSE

Those employees with the following Civil Service Titles will be required to obtain a Commercial Drivers License to aid in the performance of their jobs as outlined in the Civil Service Job Descriptions: HMEO, Electric Line Supervisor, Line Worker, Water Maintenance Supervisor, Water Maintenance Assistance, Water/Wastewater Maintenance Worker, Utility Service Clerk, Sanitation Work, Working Supervisor, Heavy Equipment Mechanic.

ARTICLE XVII

SECTION 17.01 WORK RULES

The Employer agrees that new work rules or changes in existing rules shall not become effective until they have been posted prominently on all bulletin boards for a period of five (5) consecutive work days.

Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE XVIII

SECTION 18.01 LABOR MANAGEMENT COMMITTEE

Conferences between representatives of the Employer and at least three (3) representatives of the Union on important matters which may include the discussion of procedures for avoiding future grievances and other means of improving relationships between the Parties upon the request of either party, but to be held at least quarterly, with arrangements for such meetings to be made prior to February 15, May 15, August 15 and November 15 of each year. More frequent meetings may be scheduled if either party desires, with arrangements to be made in advance and at reasonable hours, mutually agreed upon by both Parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such

meetings fall within their regular work hours.

ARTICLE XIX

SECTION 19.01 CLOTHING ALLOWANCE

The Village shall supply work clothes and protective gear to all employees who are covered by this contract (with the exception of clerical workers). As required by the employee's job-rain gear, hard hats, boots, safety glasses and other protective gear will be provided free of charge to the employee.

Employees shall purchase clothing/boots within the parameters described below:

1. The Village will pay the bill up to the allowance amount if the clothing is purchased at a vendor with whom the village has an agreement. A list of approved vendors with whom the Village has an account is on file with the clerk's office.

2. Using a departmental purchase order at the discretion of the supervisor.

3. Purchase clothing/boots and submit bills for reimbursement, with the understanding that any taxes paid on the clothing will be the responsibility of the employee.

a) WATER, SEWER, DPW-\$200.00 will be credited toward the purchase of work clothes. The village will reimburse employees \$25.00 toward the purchase of work boots. Employees are required to wear safety shoes (steel toe) in satisfactory condition. This amount will apply for the first and second years of this contract, however, the third year the \$25.00 will not apply.

b) ELECTRIC DEPARTMENT- linemen shall be provided with one (1) pair of Linemen's boots, annually. The Village shall credit each employee with \$200.00 annually to be used toward the purchase of clothing which conforms to NYSPEOSH requirements for electric utility workers. The electric department shall supply appropriate (flame retardant) rain gear.

SECTION 19.02 PERSONAL DAMAGE

The employer may be responsible for replacement, repair, or

payment of damages to personal property that may be incurred by an employee as a result of his/her carrying out his/her responsibilities as an employee while on the job up to a maximum of seventy five (\$75.00) dollars per incident. The damaged items for which the employee is filing for reimbursement are to be turned in to the Department Supervisor.

ARTICLE XX

SECTION 20.01 MAINTENANCE OF BENEFITS

It is agreed that any and all privileges enjoyed by the employees prior to the date of this Agreement will not be denied to them because of the signing of this Agreement. Such privileges shall be continued to be enjoyed by the employees so long as they are not abused by the employees.

ARTICLE XXI

SECTION 21.01 GRIEVANCE PROCEDURE

Any grievance, controversy or dispute which may arise between the Parties on issues involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

STEP 1: The employee shall submit the grievance in writing to the employee's immediate salaried supervisor and the Board liaison within thirty (30) working days of its occurrence. Employees' having supervisors from the bargaining unit shall submit the first step as follows:

- Sanitation, and all W. W. T.- to the Assistant Director of Public Works
- Electric, and all Water Dept.-to the Electric Dept Supervisor

STEP 2: If a satisfactory settlement or disposition is not made within two (2) working days from the date of the submission of the grievance, the Union's representative with or without the employee, may submit the grievance, in writing, to the superior who shall answer same within five (5) working days. (Grievances originating with the Assistant director of Public Works and the Electric Dept. Supervisor shall go to the Director of Public Works.

) Billing office shall go to the Village Clerk. If the answer is a denial of the grievance, the superior shall give his reason in writing.

STEP 3: If the grievance remains unresolved, it may be submitted to the Village Clerk, in writing, to present at the next scheduled Board meeting for discussion in executive session. The Board shall submit its answer to the aggrieved party and the Union, in writing, no later than three (3) days after the Board meeting in which the grievance was discussed.

STEP 4: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Board is due, by written notice to the other, request arbitration.

SECTION 21.02 ARBITRATION

) a. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after the notice has been given. The New York State Public Employment Relations Board shall be requested by either party or both to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.

b. The decision of the arbitrator shall be final and binding on the Parties and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

c. No arbitrator functioning under this step of the grievance proceedings shall have any power to amend, modify or delete any provisions of this Agreement.

d. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 21.03

a. The time limits in the grievance procedure may be extended by mutual agreement in writing.

b. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

c. In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's Representative.

SECTION 21.04

All matters pertaining to the grievance procedure shall be handled in such a manner and at such times so that there will be no undue interruption of Village services or loss of work time.

ARTICLE XXII

SECTION 22.01 JOB POSTING

All job vacancies other than temporary vacancies shall be posted for at least five (5) work days on department bulletin boards. This posting shall include the job title, qualifications required, rate of pay, hours worked and job location, and shall be consistent with the existing job description and salary grade system. All appointments to such vacancies shall be at the sole discretion of the Board of Trustees and such decisions are not subject to Article 21.

ARTICLE XXIII

SECTION 23.01 OUT OF TITLE

Any employee that is directed to perform work in a higher paying position shall be paid the higher rate after 14 consecutive work days or 25 cumulative work days per fiscal year in said position. If the employee performs the higher classified functions for 75% or more of his hours in a six (6) month period, that employee shall be permanently reclassified to the higher job title. Any employee who performs work in a lower paying position shall suffer no loss of pay. All above-class work should be noted on the employee's time sheet and be initialed by the Director of Public Works, the Assistance director or the Electric Department

Supervisor.

ARTICLE XXIV

SECTION 24.01 CONFORMITY TO LAW

If any provision of this Agreement shall be at any time contrary to law as decided by a court of competent jurisdiction, said provision shall not be applicable, performed, or enforced, except to the extent permitted by law. all other provisions of this Agreement shall continue in full force and effect.

If any such provision of this contract shall be declared to be contrary to law, the Parties shall meet forthwith to negotiate a substitute provision.

ARTICLE XXV

SECTION 25.01 DISCIPLINE AND DISCHARGE

It is understood and agreed between the Parties that all employees covered by this Agreement shall have the right to union representation in disciplinary matters. It is further understood and agreed that the policy of corrective disciplinary action shall be followed when imposing discipline on an employee, that is, that discipline is designated to correct and not simply to punish an employee's behavior. To that end the following procedure is agreed to:

Unless otherwise agreed to by the Parties, the following steps shall be followed in this order except in cases where an employee's continued presence on the job will constitute a clear danger to himself, other employees or the public's health or safety.

- Step I--Oral Reprimand
- Step II--Written Reprimand
- Step III--Suspension (notice to be given in writing)
- Step IV--Discharge

If the Employer has reason to reprimand an employee, this shall, insofar as practicable, be done in a manner that will not embarrass the employee before another employee or the public.

The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee the Employer must immediately notify the employee in writing of his/her discharge or suspension and the reason therefore.

The written notification shall indicate that one copy has been sent to the Union President and the authorized representative of AFSCME, NY Council 66. Notification to the Union shall be done within twenty-four (24) hours of notice to the employee.

In imposing discipline, the Employer shall take into account those actions that have occurred within the twelve (12) month period prior to the imposition of discipline.

The Union shall have the right to take up the discipline or discharge at the Step III of the Grievance Procedure and through the Arbitration Step, if deemed necessary.

ARTICLE XXVI

SECTION 26.01 TERMINATION AND MODIFICATION

THIS AGREEMENT shall become effective on the first (1st) day of June 2000 and continue in full force and effect until midnight May 31, 2003, and from year to year thereafter unless on or before December 15 prior to any expiration date, either party may give notice to the other of its intention to negotiate. The Parties shall meet no later than fifteen (15) days after such notice.

THIS AGREEMENT constitutes the entire Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the first day of June 2000.

Terry Briggs

Terry Briggs, President
AFL CIO AFSCME Council 66 Local 2574A&B

Gregory Johnson

Gregory Johnson, Vice President
AFL CIO AFSCME Council 66 Local 2574A&B

James Fagan

James Fagan, Area Representative
NY COUNCIL 66

Susan C. Goetschius

Susan C. Goetschius, Mayor
Village of Wellsville, New York

Dated: 3-15-00

MEMORANDUM OF AGREEMENT
BETWEEN
THE VILLAGE OF WELLSVILLE
AND
LOCAL 2574A&B

IT IS HEREBY AGREED THAT THE POSITION OF JANITOR WILL BE PLACED
IN GRADE 1 EFFECTIVE JUNE 1, 2000.



SUSAN C. GOETSCHIUS, MAYOR, VILLAGE OF WELLSVILLE 5/1/00



TERRY J BRIGGS, PRESIDENT LOCAL 2574A&B 5-11-00



JAMES FAGAN, BUFFALO AREA REP AFSCME, COUNCIL 66 6-17-00

APPENDIX "A"

GRADE 1 Laborer

GRADE 2

GRADE 3 Janitor

GRADE 4 Account Clerk Typist

GRADE 5 Sanitation Worker, Computer Operator,

GRADE 6 Utility Service Clerk, Junior Utility Plant Operator

GRADE 7 Mechanic, MEO

GRADE 8 Utility Plant Operator (gr. 2), WWTP Operator, HMEO,
Lineworker, Water maintenance assistant, Water/Waste
Water Maintenance Worker, Heavy Equipment Mechanic

GRADE 9 Assistant Line Supervisor, Shop Foreman

GRADE 10 Water Maintenance Supervisor, Water Plant Supervisor,
Chief Waste Water Operator, WWTP Supervisor, Working
Supervisor

GRADE 11 Line Supervisor

APPENDIX "B"

6/1/00

3.0%

grade	entry	step2	step3	step4	step5	step6	step7
1	7.91	8.13	8.37	8.63	8.87	9.14	9.37
2	8.58	8.82	9.07	9.31	9.57	9.83	10.06
3	9.22	9.50	9.79	10.04	10.32	10.62	10.88
4	9.88	10.21	10.51	10.84	11.15	11.45	11.78
5	10.54	10.88	11.23	11.57	11.91	12.26	12.60
6	11.20	11.56	11.91	12.27	12.63	12.97	13.32
7	11.87	12.26	12.65	13.05	13.44	13.83	14.23
8	12.52	12.95	13.38	13.82	14.26	14.69	15.13
9	13.17	13.61	14.04	14.48	14.89	15.35	15.79
10	13.83	14.30	14.76	15.21	15.67	16.15	16.60
11	14.49	14.97	15.41	15.87	16.33	16.79	17.25

Appendix "C"

6/1/01
2.5%

grade	entry	step2	step3	step4	step5	step6	step7
1	8.11	8.33	8.58	8.85	9.09	9.36	9.61
2	8.79	9.04	9.30	9.54	9.81	10.07	10.31
3	9.45	9.73	10.03	10.29	10.58	10.88	11.15
4	10.12	10.46	10.77	11.11	11.43	11.74	12.08
5	10.80	11.15	11.51	11.86	12.20	12.56	12.91
6	11.48	11.85	12.20	12.57	12.94	13.29	13.65
7	12.16	12.56	12.96	13.38	13.78	14.18	14.59
8	12.84	13.27	13.71	14.17	14.61	15.05	15.51
9	13.50	13.95	14.39	14.84	15.27	15.73	16.18
10	14.18	14.65	15.13	15.59	16.06	16.55	17.02
11	14.85	15.34	15.79	16.27	16.73	17.21	17.68

Appendix "D"

6/1/02

3.0%

grade	entry	step2	step3	step4	step5	step6	step7
1	8.35	8.58	8.84	9.11	9.36	9.65	9.90
2	9.06	9.31	9.58	9.83	10.10	10.37	10.62
3	9.73	10.03	10.33	10.60	10.90	11.21	11.48
4	10.43	10.78	11.09	11.44	11.78	12.09	12.44
5	11.12	11.48	11.85	12.21	12.57	12.94	13.30
6	11.82	12.20	12.57	12.95	13.33	13.69	14.06
7	12.53	12.94	13.35	13.78	14.19	14.60	15.03
8	13.22	13.67	14.13	14.59	15.05	15.51	15.97
9	13.91	14.36	14.82	15.29	15.72	16.20	16.67
10	14.60	15.09	15.58	16.06	16.54	17.05	17.53
11	15.30	15.80	16.27	16.76	17.24	17.72	18.21

APPENDIX "E"

FAMILY AND MEDICAL LEAVE POLICY

This is a summary of the Village of Wellsville's current policy for implementing the Family and Medical Leave Act of 1993 (FMLA). Words and phrases used in this policy have the meanings established for them under the law.

The FMLA permits the Village of Wellsville to make implementation decisions in light of its own business considerations and overall approach to employee benefits. Accordingly, this policy may be changed from time to time without prior notice, as the Village of Wellsville may determine in its sole discretion. Nothing contained in this policy may be construed as a contract, including but not limited to a contract of employment.

Eligibility for Leave: An employee is eligible to request FMLA leave if he or she has been employed by the Village of Wellsville for at least 12 months, and has worked at least 1250 hours during the 12 month period immediately preceding the leave.

Qualifying Circumstances for Leave: An eligible employee is qualified to take FMLA leave for one or more of the following:

1. **New Child:** Because of the birth of a son or daughter of the employee and in order to care for the son or daughter, or because of the placement of a son or daughter with the employee for adoption or foster care; or

2. **Serious Health Condition of a Family Member:** In order to care for the employee's spouse, or a son, or a daughter, or parent (but not parent-in-law) of the employee, if such family member has a "serious health condition"; or

3. **Serious Health Condition of an Employee:** Because of a "serious health condition" that makes the employee unable to perform the functions of his or her position.

NOTE: A "serious health condition" is an illness, injury, impairment, or physical or medical condition that (a) involves inpatient care in a hospital, hospice or residential medical care

facility, or (b) involves continuing treatment by a health care provider and either requires an absence from work, school or other activities of more than three calendar days, or would require extended absence if the continuing medical treatment were not being received. (For example, a cancer condition which would require long-term absence from work except that the employee is receiving periodic chemotherapy treatments.)

Amount of Leave Available: Eligible employees are limited to a total of 12 (twelve) workweeks of FMLA during any 12-month period. This is a "rolling" 12 month period which is measured backwards from the dates of any requested leave. (For example, an employee who has taken eight weeks of leave during the past 12 months is now limited to four more weeks of leave.)

Leave for a new child (qualifying circumstance # 1 above) cannot be taken later than 12 months after the birth or placement of a child. Leave because of a serious health condition (circumstances #2 and #3 above) can only be taken during such time as there is a medically certifiable serious health condition. (see "Medical Certifications" below). If a husband and wife are both eligible employees, they are limited to a combined total of 12 workweeks of leave during a 12 month period if the leave is taken for a new child or to care for a parent with a serious health condition.

FMLA Leave Is Unpaid: FMLA leave, meaning leave available to employees under this policy, is always unpaid leave. However, if paid leave is available to the employee under the same circumstances pursuant to a difference law or Village policy, that paid leave must be taken concurrently with the FMLA leave. (See "All Available Leaves Must Be Taken Concurrently," below). As a result, employees may receive pay during some or all of their FMLA leave depending upon whether and to what extent paid leave is otherwise available to them.

Benefits While on FMLA Leave:

(a) Health Benefits: If the employee wishes, the Village will maintain his or her health benefits during FMLA leave on the same terms and conditions as if the employee had not taken leave.

If the employee normally pays some or all of the benefit costs, he or she must continue making those payments during the

leave. This may be done by payroll deduction, to the extent that the employee is taking otherwise available paid leave concurrently with the FMLA leave. In all other cases, the employee must make advance payment arrangements with the Village and must comply fully with those arrangements or risk termination of the health benefits.

If FMLA leave expires and the employee does not return to work for at least 30 calendar days, and does not have a valid excuse as defined by law, the village may recover any benefit payments it has made on the employee's behalf during the leave.

(b) Pension or Retirement Vesting: FMLA leave will be treated as continuous service (i.e. no break in service) solely for purposes of vesting and eligibility to participate in any applicable pension or other retirement program.

(c) No Other Benefits: Employees do not receive or accrue any other employment benefits (e.g., vacation time, sick days) while on FMLA leave and accrue no seniority, unless this is specifically provided under another Village policy. However, to the extent that an employee is taking an otherwise available leave concurrently with FMLA leave, any benefits or accruals which may be associated with that other leave will be in effect for the duration of that other leave.

Return to Work: It is the basic assumption of both the FMLA and this policy that employees request leave with the expectation of returning to work at the conclusion of the leave. An employee is not entitled to FMLA leave if it is his or her intention not to return to work, and all employees who request leave are deemed to be making an express representation to the Village that this is not his or her intent. The Village may periodically require employees who are on FMLA leave to report on their current status and plans for returning to work.

Upon returning from FMLA leave, employees will either be restored to their prior positions, with the same pay and benefits, or, at the Village's discretion, placed in an equivalent position, with equivalent pay, benefits and other terms and conditions of employment.

Advance Notice by Employees: Employees requesting FMLA leave must give the village at least 30 days' advance notice, or the

leave may be delayed. Shorter notice is permissible only to the extent necessary under the circumstances. Notice should be given to the employee's supervisor and to the Village Clerk, with sufficient factual information for the Village Clerk to decide if there are qualifying circumstances. As soon as possible after receiving the notice, the village will provide information about the leave and the employee's obligations concerning the leave. If the Village Clerk denies the leave, and the employee wishes to appeal the decision, he or she may make an appeal to the Village Board of Trustees.

If the leave is requested because of the serious health condition of a family member or an employee, and the leave is based on planned, foreseeable medical treatment, the employee must make a reasonable effort to schedule the treatment to avoid unreasonable disruption of Village operations.

Intermittent or Reduced Schedule Leave: In most cases, employees will take FMLA leave in a single, continuous block of time. Leave for a new child may be taken on a reduced or intermittent schedule only if this is agreed to by the employee's supervisor and approved by the Village Board of Trustees. Employees may take intermittent or reduced schedule leave without village consent ONLY if the leave is because of a serious health condition of a family member or the employee AND the intermittent or reduced schedule leave is medically necessary (e.g., for chemotherapy treatments).

If an employee requests FMLA leave on an intermittent or reduced schedule because of planned, foreseeable medical treatment, he or she may be temporarily assigned to a different position which better accommodates that schedule and is equivalent to the employee's normal position under the circumstances.

Medical Certifications: Employees who request leave because of a serious health condition may be required to submit a supporting certification by the relevant health care provider. Among other things, the certification must establish that the employee or family member does in fact have a "serious health condition" and that this condition requires the employee's absence from work. If leave is being requested on an intermittent or reduced schedule, the certification must also establish the medical necessity for that schedule. The village may required subsequent recertification throughout the period of FMLA leave.

Certification forms will be supplied by the Village Clerk's Office. The employee must make diligent efforts to submit the completed certification as soon as possible, no later than 15 calendar days after receiving the form, unless strictly necessary under the circumstances. If the Village disagrees with the certification submitted by the employee, it may obtain a second opinion. If the employee disagrees with the second opinion, the village and the employee will mutually select a third health care provider to render an independent opinion at the village's expense; the opinion of the third, independent health care provider shall be binding.

All Available Leaves Must Be Taken Concurrently: This section states that the Village's rules for coordinating the FMLA leave benefits available under this policy with any other leaves that otherwise may be available to employees under any other laws or village policies or practices. All other village policies or practices with regard to employee leaves, whether such leaves are fully or partially paid or unpaid, are hereby amended to the extent necessary to make them consistent with these rules.

A. To the extent that an employee is entitled to take FMLA pursuant to this policy and under the same circumstances is also entitled to take one or more kinds of leaves pursuant to the village policies or practices, both the FMLA leave and otherwise available leaves will be deemed to be taken concurrently.

B. FMLA leave and otherwise available leaves are available under the same circumstances as follows:

(i) if the employee is entitled to take FMLA leave for a new child or because of a serious health condition of a family member, and the employee is otherwise entitled to take some amount of paid or unpaid vacation leave, personal leave or family leave, both the FMLA and otherwise available leaves are deemed to be taken concurrently.

(ii) If the employee is entitled to take FMLA leave because of a serious health condition of a family member or the employee, and the employee is otherwise entitled to take some amount of paid or unpaid vacation leave, personal leave, medical leave, sick leave or disability leave because of the same health condition, both the FMLA and the otherwise available leaves are deemed to be taken concurrently.

C. Taking leaves concurrently means that the leaves are used up simultaneously, with each leave continuing in full effect pursuant to the relevant village policy or practice for so long as the employee continues to be away from work and entitled to take that particular leave.

If an employee is entitled to take more than one kind of leave otherwise available leave under the same circumstances as FMLA leave (for example, if both vacation leave and personal leave are available to the employee under circumstances of B (i) (above), the otherwise available leaves may be taken one at a time if the employee wishes. However, the employee must take at least one otherwise available leave, for so long as at least one of them is available, at all times when he or she is taking FMLA leave. Employees may decide the sequence in which otherwise available leaves will be taken, unless this is determined by law or by other village policies or practices. Employees may also decide to take otherwise available leaves concurrently with each other (in addition to concurrently with the FMLA leave) to the extent this is permitted by the relevant village policies and practices. Employees entitled to more than one form of otherwise available leave should advise the Village of these decisions when requesting leave.

These rules apply regardless of whether the employee requests FMLA leave or otherwise available leave. In either case, the leaves are deemed to be taken concurrently in accordance with these rules. In some form of otherwise available leave is still left at the end of the FMLA leave, the employee may continue taking such leave until it is used up, subject to the requirements of the Village policy governing such leave.

APPENDIX "F"

Available Options for Health Insurance

Employees may select from the following:

North Americare	Family
North Americare	Single
Principal Dental	Family
Principal Dental	Single

APPENDIX "G"

WAIVER OF MEDICAL INSURANCE BENEFITS

1) I, _____, hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the DPW and the Village of Wellsville with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment of two thousand eight hundred and eighty dollars and no cents (\$2880.00)

2) I realize that should I require coverage at a later date I can again reinstitute my coverage for a succeeding calendar year by waiving my cash payments pursuant to the contract by executing and submitting in a timely fashion (by May 1st of any year for the succeeding year) the form Appendix "H".

Date Signature

On this _____ day of _____ 20____ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

NAME _____
ADDRESS _____
DEPARTMENT _____
EMPLOYEE NUMBER _____

APPENDIX "H"

WAIVER OF CASH PAYMENT
IN LIEU OF MEDICAL COVERAGE

1) I, _____, am an employee of the village of Wellsville and within the American Federation of State, County and Municipal Employees, Local 2574A&B, I am entitled to hospitalization coverage as the result of Village of Wellsville employment.

2) I have previously waived my coverage for medical insurance pursuant to contractual provisions and now find it necessary to reinstate coverage.

3) Therefore, I hereby agree to waive my right to a cash payment of two thousand eight hundred eighty dollars and no cents (\$2880.00) and direct the Village of Wellsville to reinstitute coverage at the first available eligible period of time, pursuant to the medical insurance company's policies and procedures.

Date

Signature

On this _____ day of _____ 20 ____ before me, the subscriber, personally appeared _____ to me known and known by me to be the person who signed the above form and he or she signed same or acknowledged his or her signature before me.

Notary Public

NAME _____
ADDRESS _____
DEPARTMENT _____
EMPLOYEE NUMBER _____
MEDICAL INSURANCE ID NUMBER _____