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CONTRACTUAL AGREEMENT

BETWEEN

THE VILLAGE OF BELMONT

New York

and

TEAMSTERS LOCAL UNION 317

EFFECTIVE: December 1, 2002

EXPIRES: May 31, 2006

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## **PREAMBLE**

This AGREEMENT is made by and between the VILLAGE OF BELMONT, New York, hereinafter referred to as the "VILLAGE", and TEAMSTERS LOCAL UNION 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, and Teamsters Joint Council 18, hereinafter referred to as the "UNION".

### **WITNESSETH:**

WHEREAS, the State of New York Public Employment Relations Board (PERB) certified the Union as the exclusive representative for the purpose of collective negotiations and the settlement of grievances of all regular full-time and regular part-time employees in the Streets, Water and Sewer Department hereinafter referred to as the "Department of Public Works." The VILLAGE endorses the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its represented employees; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Department of Public Works;

NOW, THEREFORE, in consideration of the agreements herein contained, the parties do mutually agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the VILLAGE and UNION members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon.

### **ARTICLE 1 - RECOGNITION**

The Village recognizes the Union as the exclusive representative of all regular full-time and regular part-time Streets, Water and Sewer Department employees including Heavy Motor Equipment Operators, Motor Equipment Operators, Working Foremen, Chief of Operations, and Laborers of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law) and the unit determination hearing conducted by PERB, Case No. C-4859. To be excluded are all seasonal (not to exceed four [4] months), casual, supervisory, managerial or confidential employees and elected officials or officers of the Village.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

**Section 2.1.** Except where limited by this Agreement, it is understood and agreed that the Village possesses the sole right and authority to operate and direct the employees of the Streets, Water and Sewer Departments in all aspects, including, but not limited to:

- a) The right to determine its mission and to set forth all standards of service offered to the Public;

- b) To plan, direct, control and determine the operations or services to be conducted by employees of the department;
- c) To determine the methods, means, and number of personnel needed to carry out the department's mission;
- d) To establish reasonable work rules and reasonable productivity standards;
- e) To direct the working forces including the scheduling and assigning of work;
- f) To assign overtime;
- g) To hire and assign or to transfer employees within the department;
- h) To promote, suspend, discipline or discharge for just cause;
- i) To lay-off or relieve employees due to lack of work or funds or for other legitimate reasons;
- j) To introduce new or improved methods, equipment or facilities;
- k) To contract out for goods and services provided it does not conflict with subcontracting language;
- l) To take any and all actions as may be necessary to carry out the mission of the Village and the Streets, Water and Sewer Departments in situations of civil emergency.

**Section 2.2.** The Mayor and Village Board have the sole authority to determine the purpose and mission of the Village and the amount of budget to be adopted thereto.

### **ARTICLE 3 - UNION SECURITY**

**Section 3.1. Agency Shop.** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their memberships in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an employee with respect to such a matter.

**Section 3.2. Dues Checkoff.** Upon receipt of a signed authorization form from an employee, the regular monthly dues of the Union shall be deducted from such employee's pay. The Union shall notify the Village Clerk of the amount of uniform dues to be deducted. Deductions shall be made on the first (1<sup>st</sup>) and third (3<sup>rd</sup>) paydays of each month and shall be remitted once per month in a lump sum to the Union prior to the end of the month.

All employees shall, as a condition of continued employment, pay to the Union an amount equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is later, and for new employees, the payment shall start thirty-one (31) days following the date of employment. Employees who choose not to become members of the Union shall pay a service fee which is limited to a proportionate share of the expenditures necessary to support the Union's activities as their collective bargaining representative.

The Village shall add to the list submitted by the Union the names of all regular new employees in the bargaining unit hired since the last list was submitted and delete the names of employees who are no longer employed.

**Section 3.3. Indemnification.** The Union shall indemnify the Village and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise from the performance of its obligations under Section 3.2. above of this Agreement.

**Section 3.4. Union Representation.** The Union shall have the right to designate one (1) Steward and one (1) Alternate to participate in the investigation and presentation of grievances to the extent set forth in Article 8, Grievance Procedure, of this Agreement. The Union shall notify the Village Clerk, in writing, of the names of the Steward and the Alternate.

Whenever possible, grievances will be investigated, presented, and processed during breaks and lunch periods and before or after regular working hours. However, when not possible, the Steward or the Designated Alternate shall have up to fifteen (15) minutes per day to investigate, present, and process grievances on the Village's property without loss of time or pay during his regular working hours.

The Steward and the Alternate have no authority to take strike action, or any other action interrupting the Village's business. The Village recognizes these limitations upon the Steward and the Alternate and shall not hold the Union liable for any unauthorized acts.

**Section 3.5. Union Responsibility.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit set forth herein fairly. Accordingly, it is fair that each employee in the bargaining unit pay their own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this agreement.

**Section 3.6. Bulletin Board.** The Village shall provide a bulletin board for the posting of Union notices and other materials pertaining only to official Union business by the employees and authorized representatives of the Union. This bulletin board shall not be used for partisan political purposes.

**Section 3.7. Union Access.** The Village agrees that authorized officers and representatives of the Union shall have reasonable access to the workplace premises of the Village during working hours with advance notice to the Village Clerk. Such visitations shall be for the reasons of adjusting disputes and the administration of this agreement. The Union agrees that such activities shall not interfere with the normal work duties of employees.

**Section 3.8. Subcontracting.** The Village agrees not to subcontract out bargaining unit work that would result in the layoff of bargaining unit employees. However, in the event of civil emergency declared by the Mayor or his designee, or County, State or Federal Officials, subcontracting of said emergency work may be done as deemed necessary providing there is no layoff of bargaining unit employees.

#### **ARTICLE 4 – NON-DISCRIMINATION**

The Village and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other

discriminatory acts prohibited by law.

The Village and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

## **ARTICLE 5 – SENIORITY**

**Section 5.1. Definition.** Seniority means the employee's length of continuous full-time service with the Village since the first date of hire, less any adjustments due to layoff of more than one (1) year or approved leaves of absence of more than one (1) year. However, an employee's seniority shall be broken by voluntary quit, discharge for just cause, or retirement. Should the employee return to work for a minimum of ten (10) days in any capacity within one (1) year from the date his seniority was broken, his seniority date shall be his original date of hire.

**Section 5.2. Seniority List.** A list of employees arranged in order of their seniority shall be posted on the Union bulletin board once yearly. This list shall include the employees' Civil Service classifications and seniority dates. Upon request, the Village shall furnish a copy of the seniority list at least once annually to the Union. Upon making additions to or deletions from the list, the Village shall, within thirty (30) days, forward a copy of the amended list to the Union.

**Section 5.3 Probationary Period.** All new employees shall be considered as probationary employees and must successfully complete a twenty-six (26) week probationary period before attaining permanent Civil Service employee status. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the Village without recourse to the grievance procedure.

**Section 5.4. Application of Seniority.** Subject to the needs of the Village, and the skills, qualifications, and abilities of the employees (including physical fitness) being the same, seniority shall be used in determining layoff, recall from layoff, bidding for jobs, and vacation preference.

Seniority, skills, and abilities shall be considered in assigning particular types of work to employees within a classification, or in assigning employees to machines, equipment, or places of work.

**Section 5.5. Workers' Compensation.** An employee who is on workers' compensation and is not on the active payroll shall continue to accrue seniority for one (1) year as if he were working. Such leave shall not be considered as a break in continuous service, and an employee's anniversary date shall not be adjusted. After one (1) year, the employee will be placed on a preferential hiring list for jobs for which he is qualified for one (1) additional year.

## **ARTICLE 6 – PERSONNEL RECORDS**

**Section 6.1. Personnel Files.** The Village shall keep a central personnel file for each employee. Supervisors may keep working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee. Materials kept in supervisors' working files cannot be inserted in personnel files after eighteen (18) months.

A "Personnel Record", to the extent maintained by the Village in the Personnel File, means: an application for employment; wage or salary history; notices of commendation, warning, discipline, or termination; authorization for a deduction or

withholding of pay; fringe benefits information; leave records; and employment history with the Village, including salary and compensation history, job titles, dates of promotions, transfers, attendance records, performance evaluations, and retirement records. A personnel file *does not* include:

- a) written references concerning the employee, including letters of reference supplied to the Village by another person;
- b) information relating to the investigation of a violation of a criminal or civil statute by an employee or an investigation of employee conduct for which the employer may be liable, unless and until:
  - 1) the investigation is completed and, in cases of an alleged criminal violation, the Village has received notice from the prosecutor that no action will be taken or all criminal proceedings and appeals have been exhausted; and/or
  - 2) the Village takes adverse personnel action based on the information contained in the investigation records;
- c) written comments or data of a personal nature about a person other than the employee, if disclosure of the information would constitute an intrusion upon the other person's privacy;
- d) written comments or data kept by the employee's supervisor, manager, or an administrative or elected official, provided the written comments or data are kept in the sole possession of the author of the record;
- e) privileged information or information that is not discoverable in a workers' compensation case, grievance arbitration, or administrative, judicial, or quasi-judicial proceeding; provided, however, that this exception does not apply if such materials are, have been, or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- f) any portion of a written or transcribed statement by a co-worker of the employee that concerns the job performance or job-related misconduct of the employee that discloses the identity of the co-worker by name, inference, or otherwise. This provision shall not be construed in a manner inconsistent with the Taylor Law.

**Section 6.2. Inspection.** Within five (5) working days after making a written request, an employee may inspect his personnel file subject to the following:

- a) inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the Village. Upon request, an employee may have a Union representative present during such inspection.
- b) copies of materials in an employee's personnel file shall be provided to the employee upon request. The employee shall bear the cost of duplication.

## **ARTICLE 7 – DISCIPLINE**

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Village imposes any form of disciplinary action, including discharge or suspension, it shall, within ten (10) days of the offense or becoming aware of the offense, give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken or to be taken, and the reasons for

having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Village, except if the Village is imposing an on-the-job reprimand. The employee shall not be required to sign any statement arising out of the questioning. However, the Steward will sign such a statement as a witness. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Village, and the Union, or its authorized representative, and each such party receives a copy of the recording.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

**Section 8.1. Definition and Representation.** A "grievance" is defined as any dispute concerning the interpretation or application of the terms of this Agreement which shall be processed in accordance with the provisions of this Article. Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

**Section 8.2. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted within seven (7) business days after the employee concerned has become aware or should have become aware of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Village and the Union representatives involved in each step. The term "business days" as used in this Article shall mean the days Mondays through Fridays inclusive and excludes Saturdays, Sundays, and holidays on which Village Hall is closed.

**Section 8.3. Procedure.** A grievance shall be processed in the following manner:

**Step 1:** Any employee, with or without his Union Steward, shall present his grievance orally or in writing to his immediate supervisor outside the bargaining unit. The supervisor shall give his answer within seven (7) business days after such presentation.

**Step 2:** If the grievance is not settled in step 1 and the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Mayor within seven (7) business days after the designated supervisor's answer in Step 1. The Mayor, or his designee, shall discuss the grievance within seven (7) business days with the employee and/or his Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Mayor, or his designee, shall give his written answer to the Union within seven (7) business days following their meeting.

**Step 3:** If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to designated Village Board representative(s) within seven (7) business days after the Mayor's answer in Step 2. A meeting between the Village Board representative(s) and the employee and/or his Union representative shall be held at a time mutually agreeable to the parties, within seven (7) business days of receipt of the Union's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Village Board

representative(s) and the Union. If no settlement is reached, the Village Board representative(s) shall give the Village's written answer to the Union within seven (7) business days following the meeting.

#### **Section 8.4. Arbitration.**

a) If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to final and binding arbitration within ten (10) business days after receipt of the answer in Step 3. By mutual agreement, the parties may refer the grievance to the New York State Employment Relations Board. If an arbitrator is not available on a timely basis from the New York State Employment Relations Board, or if there is no mutual agreement to use an arbitrator from the New York State Employment Relations Board, the parties shall immediately jointly request the New York State Public Employment Relations Board (PERB) to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the Village and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the Village and the Union requesting that he expeditiously set a time to hear the arbitration, subject to the availability of the Village and Union representatives.

b) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered shall be final and binding.

c) The fee and expenses of the arbitrator shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript.

### **ARTICLE 9 – SAFETY, EXAMINATIONS, AND LICENSING**

**Section 9.1. Compliance With Laws.** In order to have a safe place to work, the Village agrees to comply with all laws applicable to its operations concerning the safety of employees. All such employees shall comply with all safety rules and regulations established by the Village. The Village will continue to provide safety equipment the Village requires the employees to use.

**Section 9.2. Unsafe Conditions and Equipment.** Under no circumstances shall an employee be assigned or required to engage in an activity involving unsafe conditions of work or unsafe equipment; or that is in violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

If an employee has justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be shut down.

**Section 9.3. Tagging Policy and Procedure.** Upon ratification of this Agreement, the Union and Village shall meet at a mutually convenient time to develop a policy and procedure for the tagging of unsafe equipment.

**Section 9.4.** The Village will continue to pay for required licenses and examinations which have been paid for in the past.

## **ARTICLE 10 – HOURS OF WORK/OVERTIME**

**Section 10.1. Application.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. The Union recognizes the right of the Village to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal and street cleaning. The Village, when possible, shall give the employee at least three (3) days notice of any change of work schedule.

**Section 10.2. Normal Workday and Workweek.** Except as provided elsewhere in this Agreement, the normal workweek for all full-time employees shall consist of forty (40) hours per calendar week and such additional time as may, from time to time, be required in the judgment of the Village to serve the citizens of the Village. The normal workweek shall consist of five (5) consecutive eight (8) hour workdays (Monday through Friday) in a calendar week which may be interrupted by an unpaid lunch period.

- a) Streets Division. Monday through Friday, 7:00 a.m. to 3:30 p.m. with one-half (½) hour unpaid lunch period at or near the midpoint of the shift.
- b) Water and Sewer Divisions. Monday through Friday, 7:00 a.m. to 3:30 p.m. with one-half (½) hour unpaid lunch period at or near the midpoint of the shift. To maintain the plants on Saturdays and Sundays, a minimum of one (1) hour for the water plant and a minimum of two (2) hours for the sewer plant each morning.

### **Section 10.3. Rest and Meal Periods.**

- a) Rest Periods. All employees shall receive a fifteen (15) minute rest period during each four-hour shift. The rest period shall be granted near the middle of each four-hour shift whenever this is feasible. During work beyond the normal eight (8) hour day, employees shall receive an additional ten (10) minute break for each additional two (2) hours worked. There shall be no additional rest periods for smoking.
- b) Meal Period. All employees shall, except upon mutual agreement, be granted a thirty (30) minute unpaid meal period at or near the midpoint of the shift during each eight (8) hour work shift.

**Section 10.4. Weekend Work.** Employees may elect to work on the weekend if such work is scheduled by the Village. Employees shall be called according to their ability to do the work and in order of seniority, and an employee so called may decline to work, provided that an employee's declination shall not be effective if by declining to work the Village would not have a sufficient number of employees to work. However, in the event of an emergency, employees shall report to work when called, if available.

## **ARTICLE 11 – WAGES**

### **Section 11.1. Schedule of Rates.**

One time retroactive payment of \$3000 to current Working Foreman, Water Treatment Plant Operator and Wastewater Treatment Plant Operator.

<u>Classification</u>	<u>12/1/02</u>	<u>6/1/03</u>	<u>6/1/04</u>	<u>6/1/05</u>
Working Foreman	\$14.00/hr.	4%	4%	4%
Water Treatment Plant Operator	\$14.00/hr.	4%	4%	4%
Wastewater Treatment Plant Operator	\$14.00/hr.	4%	4%	4%
Laborer	\$11.50/hr.	4%	4%	4%
Laborer (part-time)	\$8.00/hr.	4%	4%	4%

  

<u>Longevity</u>	<u>Seniority Over:</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>
		\$ .10/hr.	\$ .15/hr.	\$ .20/hr.	\$ .25/hr.

**Section 11.2. Overtime Pay.** Employees shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized hours of work in excess of forty (40) hours in a workweek.

**Section 11.3. Emergency Call-In Pay.** An employee called in for emergency work shall perform only the work for which he was called and shall be paid one and one-half (1 1/2) times his regular rate of pay, unless the time extends to his regular work shift. The employee shall be guaranteed a minimum of two (2) hours pay regardless of time actually worked, unless the time extends to his regular work shift.

**Section 11.4. Compensatory Time.** No employee shall be allowed to accumulate over twenty (20) hours of compensatory time. Compensatory time may be chosen by an employee in lieu of overtime pay and accumulates at the same rate as overtime described in Section 11.2. above. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of eight (8) hours, or less if agreed between the employee and the supervisor. Compensatory time not used by the end of the fiscal year shall be paid at the appropriate rate.

**Section 11.5 Pay Day.** Employees shall be paid weekly and receive their paychecks Thursday morning. Errors or shortages shall be corrected during the following day except when the employee agrees to carry the shortage over to the following pay day.

**ARTICLE 12 - LAYOFF AND RECALL.**

**Section 12.1. Layoff.** The Village shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- a) Temporary employees; seasonal employees;
- b) Probationary employees who do not have Civil Service status in another job title; and,
- c) In the event of further reductions in force, employees will be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

When possible, an employee will be given at least five (5) business days notice of a layoff. If not possible, the employee will be paid for the balance of the (5) business days notice not given.

**Section 12.2. Recall.** Employees who are laid off shall be placed on a preferred recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

Employees who are eligible for recall shall be given five (5) business days' notice of recall and notice of recall shall be sent to the employee by certified mail, "return receipt requested". The employee must notify the Village of his intention to return within five (5) business days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, "return receipt requested", to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his latest mailing address.

**ARTICLE 13 – MEDICAL INSURANCE**

**Section 13.1. Buyout.** Employees who choose not to be covered under the Village's medical insurance and provide proof that they have medical coverage elsewhere will be paid \$1800.00 per year in lieu of medical insurance.

**Section 13.2. Payment to Employees Covered By Medical Insurance.** The Village shall pay on behalf of each regular full-time employee an amount equivalent to the Teamster's Health and Hospital Municipal Supreme Basic Plan plus Vision Care as follows:

Weekly Rates:	2002	2003	2004	2005	2006
Single Coverage	\$44.25	\$45.50	\$51.25	\$57.00	TBD
Two Person Coverage	\$93.00	\$95.25	\$107.25	\$119.25	TBD
Family Coverage	\$133.00	\$136.50	\$153.75	\$171.00	TBD

However, the Union chose the Teamster's Health and Hospital Municipal PPO Select Plan with options at the following lesser rates:

Weekly Rates:	2003	2004	2005	2006
Single Coverage	\$39.25	\$44.50	\$51.25	TBD
Two Person Coverage	\$83.25	\$93.75	\$107.75	TBD
Family Coverage	\$120.00	\$134.75	\$154.50	TBD

The Village agrees to place any excess money generated from the difference the Village agreed to contribute on behalf of each regular full-time employee and the actual costs of the plan chosen by the Union in an escrow account to be used for the following purposes:

a. To pay for coverage for the regularly scheduled part-time employee *as required by the Teamsters Health and Hospital Fund* at the following rates:

Daily Rates/each day worked:	2003	2004	2005	2006
Single Coverage	\$6.38	\$7.31	\$8.13	TBD

*The Union and Village agree that it was and is not the intent of the Village to provide health care coverage for part-time employees. However, in signing the separate participation agreement with the New York State Teamsters Health and Hospital Fund, the Village agrees to comply with fund rules which require coverage/payment for regularly scheduled part-time employees. The rules state that a part-time employee will not qualify for coverage unless he works at least 36 days in a calendar quarter, in which case he would receive coverage for the following calendar quarter. It is understood that this payment will come from the excess money as stated above already committed by the Village for regular full-time employees and should in no way be interpreted as an offer or*

*sign of any intent to pay for health care coverage for part-time employees either presently or in the future.*

b. If additional money is available from the excess, to reimburse regular full-time employees for uncovered medical expenses by dividing equally that excess among covered regular full-time employees on December 31<sup>st</sup> during each year of this Agreement and paid as soon as is practicable thereafter.

**ARTICLE 14 – RETIREMENT**

**Section 14.1. New York State Employees' Retirement System.** The Village agrees to continue the present retirement plan. The parties agree to abide by the rules of the New York State Employees' Retirement System.

The Village agrees to adopt the required resolution to add Section 41J of the New York State Employees' Retirement System to the present plan as soon as possible following the ratification of this Agreement. Section 41J provides for the application of unused sick leave accumulations as additional service credit at the time of retirement.

**Section 14.2. New York State Deferred Compensation Plan.** The Employer agrees to continue to participate in the New York State Deferred Compensation Plan in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the applicable Internal Revenue code provisions.

**ARTICLE 15 – VACATION**

**Section 15.1. Vacation Accumulation Rate.** Except for those employees who are dismissed following an absence without leave, or otherwise terminated for just cause, the Village shall grant vacations to its regular full-time employees. Employees shall be entitled to accumulate vacation time in accordance with the following schedule:

<u>Seniority Over:</u>	<u>1 Year</u>	<u>3 Years</u>	<u>7 Years</u>	<u>15 Years</u>	<u>20 Years</u>
	5 days	10 days	15 days	20 days	25 days

An employee may carry over one year's vacation accumulation into the next fiscal year.

**Section 15.2. Vacation Eligibility Requirements.** Every employee shall be eligible to take paid vacation upon completion of his probationary period. However, employees shall start to accumulate vacation credit as of their date of employment. Employees shall not accrue vacation leave for any pay period during which they are on layoff or other leaves of absence without pay, except for Workers' Compensation. An employee on Workers' Compensation shall accumulate normal vacation credit for the first one hundred eighty (180) days of Workers' Compensation.

**Section 15.3. Minimum Vacation Leave.** To the extent sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation. Vacation leave shall not be requested, approved or taken in increments of less than one (1) hour.

**Section 15.4. Holidays During Vacation Period.** In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday may be considered as a holiday and shall not be counted as part of the employee's vacation.

**Section 15.5. Vacation Pay.** The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken. The employee shall be paid an advanced vacation pay of not

more than two (2) weeks pay in the payroll check immediately preceding the payroll period during which the vacation falls, if requested.

**Section 15.6. Request for Vacation.** In order to assure the orderly performance and continuity of municipal services, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period.

**Section 15.7. Scheduling Vacations.** Vacations will be scheduled, insofar as possible and practical, at those times requested by an employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of municipal services be maintained, it may be necessary to limit the number of employees to one (1) who takes vacation during a particular period or at the same time. In the event of conflicting requests, the employee with the greatest seniority shall be given preference.

**Section 15.8. Vacation Cancellation.** In the case of an declared emergency (i.e. "Act of God") as determined by the Mayor or the Village Board, the Village may cancel and reschedule any or all approved vacation leaves in advance of their being taken. In the event of such cancellations, the cancellations and the rescheduling would be accomplished based upon and consistent with the priority orders which were established for each vacation leave request in accordance with the previous Section.

**Section 15.9. Vacation Call-Back.** Except in the case of an declared emergency (i.e. "Act of God") as determined by the Mayor or Village Board, no employee shall be required to return to and appear for work during their scheduled vacation period once it has begun (including any holidays or other days off which constitute a part of the vacation period).

**Section 15.10. Separation From Service.** An employee who is laid off, resigns, retires, or is otherwise separated from the service of the Village, shall receive vacation pay for all of his accrued vacation upon his separation from employment with the Village. The amount of payment for all unused vacation shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last work day of the employee's employment.

## **ARTICLE 16 - HOLIDAYS**

**Section 16.1. Holiday Schedule.** The following shall be paid holidays for all regular full-time employees:

New Year's Day	Martin Luther King Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Veterans' Day	Thanksgiving Day	Day After Thanksgiving
Christmas Day	Two (2) Floating Holidays	

**Section 16.2. Holiday Observance.** Holidays which fall on Saturday will be observed the day before on Friday, and holidays which fall on Sunday will be observed the day after on Monday.

**Section 16.3. Holiday Eligibility Requirement.** In order to be eligible for holiday pay, employees must work their last regularly scheduled work day immediately preceding and their first regularly scheduled work day immediately following the holiday, unless absent because of an industrial accident for which the employee does not receive Workers' Compensation (payment to be made after a negative Workers' Compensation determination) or absent because of an illness substantiated by a written doctor's statement verifying that the employee could not work because of the illness.

In the event of an emergency or other situation which demands immediate or special attention, an employee may be required to work at time and one-half (1½) for all hours worked on a holiday.

**Section 16.4. Holiday Pay.** Employees who do not work on a holiday shall receive holiday pay computed at their regular straight-time hourly rate for the number of hours for which they are normally and regularly scheduled to work immediately prior to the holiday, up to a maximum of eight (8) hours.

Employees who are required and work on any of the holidays listed above shall be paid holiday pay plus time and one-half (1½) for all hours worked.

## **ARTICLE 17 – SICK LEAVE**

**Section 17.1. Sick Leave Accumulation Rate.** After thirty (30) days of employment, a regular full-time employee shall be entitled to accumulate sick leave at the rate of three-fourths (3/4) day per month for a total of nine (9) days per year. Sick days may be accumulated to a maximum of ninety (90) days. Employees shall not accumulate sick leave for any month during which they are on layoff or other leaves of absence without pay, except for Workers' Compensation. An employee on Workers' Compensation shall accumulate normal sick leave for the first ninety (90) days of Workers' Compensation.

In those cases where the entitlement to all sick time has been exhausted, the Village may grant applications for extended sick time without pay.

**Section 17.2. Sick Leave Utilization Requirements.** Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

a) **Personal Illness or Disability.** An employee who has contracted or incurred and is suffering from any non-employment related sickness or disability, which renders him unable to perform the duties of their position, shall be eligible to use paid sick leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations, or restricted due to exposure to a contagious disease in accordance with a doctor's order.

b) **Family Illness or Disability.** An employee shall be eligible to use up to ten (10) days of paid sick leave when there is a sickness or disability involving a member of their immediate family (spouse, parent, child, step-child, foster child) which requires the employee's personal care and attendance, provided that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability. After three (3) consecutive family sick days, the employee may be required to submit a written request for additional family sick days accompanied by a doctor's certificate. The determination as to whether or not there exists a hardship shall be made by the employee's supervisor.

c) **Medical Appointments.** An employee shall be eligible to use paid sick leave for doctor's appointments when reasonable advance notice is given to his supervisor. When approved, sick leave for this purpose may be taken in hourly increments up to a full day. Proof of attendance at doctor's appointments may be required.

**Section 17.3. Sick Leave Pay.** The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken. Employees may draw from accumulated sick leave the difference between their regular weekly wage and Workers' Compensation or disability allowance.

**Section 17.4. Sick Leave Notification.** It is the responsibility of an employee requesting paid sick leave to notify his supervisor.

An employee who is requesting paid sick leave shall notify or cause notification to be made to his supervisor at least one (1) hour before the time specified for the beginning of his work day, or as soon as is reasonably possible. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during his work shift, he must notify or cause notification to be made to his supervisor.

In the event no sick leave notification is made within thirty (30) minutes after the start of the workday, or after an employee becomes sick or ill and leaves work, the employee's supervisor shall consider and handle the employee's absence as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification.

Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the employee's supervisor.

**Section 17.5. Sick Leave Certification and Approval.** If the Village has reasonable grounds to believe sick leave is being abused, it may at its discretion, require an employee requesting paid sick leave to furnish substantiating evidence or a statement from his attending physician certifying that absence from work was required due to one of the reasons set forth in Section 17.2. above. In any case, such certification must be presented whenever sick leave is requested for five (5) or more consecutive workdays.

The Village shall have the right, at its discretion, to verify the report of the attending physician concerning the illness or disability of an employee, and to require the employee to be examined, at the Village's expense, by a physician selected by the Village to determine the nature and extent of the illness or disability.

As a result of such physician's statements and examinations, the Village may approve or deny an employee's sick leave requests, and establish limits and conditions for any further approved sick leave connected with the same illness or disability.

**Section 17.6. Sick Leave Release.** An employee who is sick or disabled for five (5) or more consecutive workdays may be required, at the Village's discretion; and any employee who is sick or disabled for ten (10) or more consecutive workdays shall be required to secure and submit a physician's release certifying that they are fit to return to work. This release must be submitted to the employee's supervisor before the employee will be permitted to return to work. The Village may also require, at its discretion, that an employee take a medical physical in conjunction with the above sick leave release procedure.

## **ARTICLE 18 – OTHER LEAVES OF ABSENCE**

### **Section 18.1. General Leave Without Pay.**

- a) A regular full-time employee, who has served at least one (1) year, may request in writing a leave of absence from the Village Board who may grant a leave of absence for such a period as it sees fit, not to exceed six (6) months. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere.
- b) As a condition to such leave being granted, the employee may be required to waive all rights to immediate reinstatement to his position upon termination of the leave and to retain only the right to be appointed to the first vacancy for the position in which he had been employed.

**Section 18.2. Personal Business Leave.** After one full year of service, a regular full-time employee shall be granted three (3) days leave for personal business during each year of this agreement without loss of pay or deduction of sick leave. During the first year of an employee's service, personal business leave shall be pro-rated. Personal business is defined as any business that cannot be conducted at a time not in conflict with the employee's regular work day, an emergency over which he has no control which requires immediate attention, and the observance of a religious obligation. Requests for such leave shall be made as far in advance as is possible, but in no case less than twenty-four (24) hours in advance, unless approved by the supervisor or in case of an emergency. This leave may be taken as a portion of a day, but in no event in periods of less than four (4) hours, unless approved by the supervisor. A personal business day may not be used while an employee is on sick leave and may not be used during the week immediately before or after an employee's scheduled vacation or on a day immediately before or after a scheduled holiday. At year end, unused personal business days shall be applied to sick leave accumulation.

**Section 18.3. Bereavement Leave.** In the event of a death in his immediate family, a regular full-time employee shall be entitled to a leave of absence of up to three (3) consecutive regularly scheduled days which shall include the day of the funeral. The employee's immediate family shall be defined as: spouse, child, stepchild, foster child, mother, father, stepmother, stepfather, mother-in-law, father-in-law, brother, stepbrother, sister, stepsister, grandparent, spouse's grandparent, son-in-law, daughter-in-law, grandchildren, and significant other when a regular member of the household.

Further, an employee shall be entitled to a leave of absence not to exceed one (1) working day, to attend the funeral of: a brother-in-law, sister-in-law, nephew, niece, aunt or uncle of such employee.

**Section 18.4. Military Leave.** Upon receipt of a copy of the written orders, the Village shall grant a military leave in accordance with applicable state and federal laws.

**Section 18.5. Jury Duty Leave.** A regular full-time employee called for jury duty jury duty or subpoenaed by any court or legislative, judicial or administrative body, shall be allowed time away from work with pay for such purposes. The employee shall submit the sum paid for jury service or witness fee to the Village Clerk and receive his normal standard rate of pay and benefits during such service. Provided, however, an employee may elect to fulfill such call or subpoena on vacation and/or personal leave and retain the full amount received for such service. This leave excludes an employee who is a plaintiff or defendant in a proceeding.

If an employee is excused from the service described above prior to 11 a.m., he shall report to work as soon as is practicable.

## **ARTICLE 19 – NO STRIKE – NO LOCKOUT**

In consideration of the Village's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union and represented employees do hereby affirm that they do not assert the right to strike against the Village, that they will not assist in or participate in any strike by the employees, and that they will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Village, the Village agrees not engage in a lockout or take similar action against the Union or the employees.

## **ARTICLE 20 – SAVINGS**

If any article or section of this Agreement or any supplements or riders shall be declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, statutes, ordinances and regulations of the United States of America and the State of New York, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon written notification by either party, the parties shall meet as soon as possible for the purpose of arriving at a mutually satisfactory replacement for such article or section.

## **ARTICLE 21 – BOARD APPROVAL**

This Agreement shall, as soon as is practicable, be submitted to the Village Board with a recommendation for the ratification of the Agreement in order to provide the benefits described in this Agreement.

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 22 – ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

When new classifications or job titles to be covered by this Agreement for which rates of pay are not established by this Agreement are to be created, the Village shall give the Union as much advance notice as possible and shall enter into negotiations to establish new rates of pay.

The Village agrees not to enter into any agreement or contract with the employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 23 - TERM OF AGREEMENT**

This agreement shall be effective as of the first day of December 2002, and shall remain in full force and effect until the last day of May 2006, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties.

The parties hereby agree that an impasse in such negotiations shall be identified by mutual consent.

AGREED TO AND SIGNED this day by:

TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, By:

William E. Amft

TEAMSTERS LOCAL 317

Date: 4/6/03

Don R. Slon

317 STEWARD

Date: 12-18-02

VILLAGE OF BELMONT, New York  
By:

Terrance E. Adenlyer

Mayor, Village of Belmont

Date: 12/18/02

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Date: \_\_\_\_\_