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#### **Contract Database Metadata Elements**

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7667

# CONTRACT

Between

TEAMSTERS LOCAL 118

And

VILLAGE OF LYONS

**RECEIVED**

JUN 01 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

June 1, 2004 – May 31, 2008

16

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Article I  
Recognition

Section 1. The Employer agrees the Teamsters Local 118 shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances.

Section 2. It is recognized that the need for continued and uninterrupted operation of the Village's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. Adequate procedures have been provided for the equitable settlement of grievances arising out of the Agreement.

Section 3. Teamsters Local 118 affirms that it does not assert the right to strike against the Village, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such strike or concerted withholding of services.

Article II  
Collective Bargaining Unit

Section 1. Teamsters Local 118 shall be the exclusive collective-bargaining representative for all **full time** Village employees except the Village Clerk-Treasurer, Deputy Clerk-Treasurer, Public Works Superintendent, Police Chief and all employees represented by the Lyons Police Association.

**Section 2. Probationary employees who are disciplined by the Village are excluded from the grievance machinery of this Agreement.**

**Provisional employees who are discharged for failing to meet Civil Service requirements for their position are excluded from the grievance machinery of this Agreement. Probationary and provisional employees are entitled to coverage under the remainder of this Agreement.**

### Article III Union Security and Checkoff

**Section 1. Membership in the Local Union is not compulsory. Employees have the right to join, not join, or maintain their membership in the Local Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matter.**

**Section 2. Membership in the Local Union is separate apart and distinct from the assumption by one of his equal obligations to the extent that he receives equal benefits. The Local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.**

Section 3. In accordance with the policy set forth in this Article, all employees shall, as a condition of continued employment, pay to the Local Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees and its regular and usual dues.

Section 4. The Employer shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the Employee (a copy of which is to be retained by the Village) and a statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Employer shall forward all such dues and initiation fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made.

Section 5. All employees, who are covered by the terms of this contract, and are not members of the Teamsters Local 118 shall pay an agency fee to the Union. The agency fee will be deducted from the non-member's salary each pay period and shall continue to be deducted as long as this contract is in effect and the employee remains an employee of the Village of Lyons and covered by this contract. The amount of the agency fee will be equivalent to the amount paid as Union dues and initiation fees by those employees who are members of the Union.

Section 6. The Union shall indemnify and save the Village harmless against all claims and suits which may arise by reason of any action taken in

making deductions of said dues and initiation fees and remitting the same to the Union pursuant to this Article.

Section 7. If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.

Section 8. The Village shall provide a total of twenty four (24) hours with pay, per year, for the conduct of Union business, which if unused can be pooled at the end of each year and carried forth into the next contract year for a maximum of seventy two (72) hours accumulation over contract period.

#### Article IV

#### Rights of Teamsters Local 118

Section 1. The Teamsters Local 118 shall have a sole and exclusive right with respect to other employees organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of this Agreement; to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership

wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue, including but not limited to, the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

## Article V

### Management Rights

Section 1. It is recognized that the management of the Village Government, the control of its properties and the maintenance of order and efficiency is solely a responsibility of the Village. Accordingly, the Village retains the rights including but not limited to: select and direct the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; decide the numbers and location of its facilities, stations, etc., determine the work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipments, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials; purchase services of others, contracts or otherwise, except as they may be otherwise specifically limited in this Agreement to make reasonable and binding rules which shall not be inconsistent with this Agreement.

Section 2. The Village agrees that pursuant to the Public Employees Fair Employment Act, the Village shall negotiate collectively and in good faith with the Teamsters Local 118 for the period of its recognitional status over the determination of wages and salaries and other terms and conditions of employment and to reduce to writing those wages, salaries and terms and conditions of employment which are mutually agreeable to the parties.

Article VI  
Rights of Employees

Section 1. Employees may join and take an active role in the activities of the Teamsters Local 118 which are not prohibited by law without fear of disciplinary action from the Village or its agents.

Section 2. In the case of disciplinary action or investigatory and/or disciplinary interview or hearing against an employee, the employee may choose his own representative or appear alone in any proceeding and Teamster Local 118 shall be allowed to have a representative present at such proceeding.

Section 3. If a charge to complaint is lodged against any employee or the Village, the employee shall be notified of such charge or complaint and be granted the opportunity to speak in his defense. If such charges or complaint are false or untrue or found unwarranted following an examination of such, they shall not be entered into the employee's personal record file. The employee's personal file shall be made available to him twice a year for examination.

## Article VII

### Wages

Section 1. The wages to be paid during the period of the contract are listed in Appendix A.

**Section 2. The duties of the position of Laborer shall not include the operation of heavy equipment. The laborer's pay scale will be 80% of the MEO hourly rate (see wage scale page).**

## Article VIII

### Longevity Pay

Section 1. Longevity increments shall be granted to all employees in the amount of \$500.00 retroactive for each five (5) years of service, payable five (5) years from the effective date, retroactive to the effective date, with a cap of not more than \$3,000.00.

## Article IX

### Hours of Work

Section 1. The normal work day shall not exceed eight hours and the normal work week shall in no event be in excess of forty hours, except for

the Fire Department whose normal work week shall consist of fifty-six (56) hours per week.

Section 2. Appropriate written notice must be given at least five (5) days in advance of any changes in shifts or work week. This notice requirement shall be dispensed with when circumstances such as power failure, civil disturbances, fires or similar emergency conditions occur causing such notice to be warranted. The Mayor shall determine when an emergency situation exists.

Section 3. The basic work day of the Street Department shall be 7:00 o'clock A.M. to 3:30 o'clock P.M. and shall include two (2) rest periods not to exceed fifteen (15) minutes each and a lunch period not to exceed thirty (30) minutes, for any employee or group of employees. The basic shift of the Fire Department shall be each twelve (12) hour shift therefore 24 hours (1 full day) and 2 days off (which will be 12 hours day and 12 hours night). The basic shift of the Wastewater Treatment Plant shall be 7:00 o'clock A.M. to 3:30 P.M., Monday-Friday with a thirty (30) minute lunch period. The basic shift of the Water Treatment Plant shall be 5:00 A.M. to 1:30 P.M. and 1:00 P.M. to 9:30 P.M., with a thirty (30) minute lunch period.

Section 4. Water Department Personnel may choose shifts according to seniority. In case an emergency exists the Village has the right to set schedule without regards to seniority.

## Article X

### Overtime

Section 1. Employees shall receive overtime compensation in cash at the rate of time and one-half of the employee's regular straight time hourly rate for any work in excess of the normal work day, or work week. (In lieu of overtime pay, an employee may request compensatory time at time and one half to the extent permitted by law. Such time must be taken within ninety (90) days after the time is earned.)

Section 2. The Village shall be allowed to retain qualified personnel for overtime duties during emergency conditions such as blizzards, fire and when emergency road work must be performed due to flooding, tornadoes or other similar circumstances.

Section 3. There shall be no discrimination against employees refusing overtime duty.

Section 4. For determining eligibility for holiday pay, holidays not worked shall be credited as days worked for the purpose in the work week to which they occur. Holidays worked shall be compensated at time-and-a-half.

## Article XI

### Holidays

Section 1. An employee not required to work shall nevertheless receive wages based upon their regular rate of pay for each of the following holidays:

New Years Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Columbus Day	Floating Holiday (Employee's Birthday)

provided that the employee shall have served their probationary period, and is on the job and available for work the last full scheduled workday before and the first full scheduled workday after the holiday, even though in different workweeks, except in cases of proven illness or injury, or excused by his or her department foreman or supervisor. If a holiday occurs on an employee's vacation said employee shall receive an additional day off with pay at the employees regular rate of pay. If a holiday occurs on an employee's day off, said employee shall receive an additional day off with pay at the employees regular rate of pay. Any compensatory day off must be taken within ninety (90) days after the holiday earned.

Section 2. If any holiday, mentioned above, falls on a Saturday the proceeding Friday will be observed as the holiday. If any holiday mentioned above falls on a Sunday, the following Monday will be observed as the holiday.

## Article XII

### Vacations

Section 1. Vacations shall be based on continuous uninterrupted years of service computed from the last date of hire. Employees covered by this Agreement shall be entitled to vacation leave with pay according to the following schedule:

After completing 1 year of service – 1 week

After completing 2 years of service – 2 weeks

After completing 7 years of service – 3 weeks

After completing 15 years of service – 4 weeks

After completing 25 years of service – 5 weeks

Section 2. Vacations shall normally begin following the regular “days off” of the employee.

Section 3. Vacation time may be accumulated from year to year up to a maximum of six (6) weeks. In the case of accumulated vacation, the employee shall be paid at the regular straight time rate for the period of vacation time involved based on the rate which obtained when the vacation actually accrued. The employee must notify his immediate supervisor in

writing fifteen (15) days in advance of date he or she intends to take accumulated vacation as outlined in this section.

Section 4. The vacation period shall be based on the employee's date of employment. Vacations shall be scheduled by the respective department head, giving preference to employee choice according to seniority, where practicable and where consistent with the continued efficient operations.

Section 5. Vacation time must be used in the year that it is earned except as provided for in Section 3.

Section 6. If a holiday occurs on an employee's vacation, said employee shall receive an additional day off with pay at the employee's regular rate of pay.

### Article XIII

#### Sick Leave/Death in Family

Section 1. Paid sick leave shall be accumulated for all employees with the exception of part time or temporary at the rate of one day per month.

Section 2. For an employee hired prior to June 1, 2004, the total accumulation of paid sick leave shall not be more than 230 days.

All employees hired after June 1, 2004 may accumulate up to one hundred sixty-five (165) sick days.

Section 3. Absence from duty with full pay at the employee's regular rate of pay shall be granted to the employee when due to sickness or disability when substantiated on the fifth (5<sup>th</sup>) day by medical certificate and shall be allowed only for the employee's personal illness. The immediate supervisor shall be notified from the first day of absence.

Section 4. At retirement the Village shall pay 100% for all accumulated sick leave over 165 days with a maximum of 30 days pay. However, Arthur Schutt and Michael Salerno shall be paid at time of retirement for all accumulated sick leave over 165 days, up to 230 days.

**Section 5. SICK LEAVE BANK** It is requested of the Village of Lyons that the Village Employees establish a Sick Leave Bank for the purpose of protecting Village employees from financial burden due to prolonged absence from serious illness, serious accident or serious disability. The following is a definition of the terms used in this proposal.

1. Prolonged illness is defined as an absence due to sickness of 15 or more consecutive days.
2. A unit is defined as the member's regular hourly work day.
3. A day is defined as in Article IX Section 3.

An employee of the Village, who is not covered by a contract with the Village of Lyons may become a member of this Sick Leave Bank by also following the procedure outlined below:

A minimum requirement of two units will be required for each participant. New Employees may be allowed to join the Sick Leave Bank, as there are no maximum days. The required contribution to the Sick Leave Bank will be two units, after which the procedure as outlined above will be followed. Should the Sick Leave Bank be depleted below 100 days, on June 1<sup>st</sup> of each year, each member would be required to contribute two units the

first year and then at leave one unit per year until the Sick Leave Bank is replenished, to maintain their membership in the Sick Leave Bank.

Employees may use the Sick Leave Bank days upon meeting the following terms and circumstances:

1. The employee must be a current member of the Bank by having followed the procedure for membership as outlined above.
2. The member must have exhausted his or her regular paid sick leave.
3. The member must have been sick fifteen consecutive days prior to the commencement of the Sick Leave Bank benefits. The fifteen days commence with the first day of absence.
4. A member is limited to Sick Leave Bank usage in a given Village fiscal year equal to .5 times the number of available days in the Sick Bank times the member's unit work day:  
$$\begin{aligned} &\text{Member's unit day} = 8 \text{ hours} \\ &100 \text{ days in Sick Leave Bank} \\ &.5 \times 100 \text{ days} \times 8 \text{ hours} = 50 \times 8 = 400 \text{ hours} \end{aligned}$$
5. There must be days in the Sick Leave Bank for use.
6. The member must submit verification of the medical condition by the physician.
7. For each period of absence, the above condition must be met before days from the Sick Leave Bank may be used.
8. No benefits of the Sick Leave Bank may be used while on unpaid leave or after leaving the Village.
9. Employees who use the Sick Leave Bank are expected to return to work at the end of the disability.

A committee comprised of the Mayor, Clerk-Treasurer and two

additional people appointed by the Union will oversee the administration of the Sick Leave Bank. The Sick Leave Bank Committee may at its discretion make adjustments in unusual circumstances. Those using the Sick Leave Bank will have an obligation to repay those days received. The method for repayment will be as follows:

- a. The total number of days received from the bank will be divided by ten and one-tenth of these days will be deducted from the employees sick leave days for ten consecutive years.
- b. No employee will be required to repay more than 5 days to the bank per year.
- c. Should an employee retire prior to the repayment of all the sick leave bank days, any days owed will be deducted from any accumulated sick leave which has been credited to the employee.
- d. There is a maximum payback of fifty (50) days per employment.

#### Section 6. Death In Family

In the event of death in the employee's immediate family, the employee shall be granted a three (3) day leave of absence with pay, from the day of death, with an extension in special cases. Immediate family includes wife or husband, children, mother, father, mother-in-law, father-in-law, brother, sister, grandmother, grandfather, or grandchildren; one for extended family to include sister-in-law, brother-in-law, aunt or uncle.

Article XIV  
Personal Days

Section 1. New provisional and permanent employees will earn personal leave days during the period prior to June 1 of their first year of employment on a prorated basis. On June 1 of each year all provisional and permanent employees hired prior to June 1, 2004 will be entitled to five (5) personal leave days for use during the ensuing year. On June 1<sup>ST</sup> of each year all provisional and permanent employees hired after June 1, 2004 will be entitled to three (3) personal leave days for use during the coming year. These days shall be used for the purpose of family illness, medical or dental attention other than sick leave, litigation, attendance at a friend's funeral or similar transactions which cannot normally be transacted during the regular working hours of the employee.

Section 2. Personal leave shall not be used for the purpose of seeking other employment.

Section 3. Unused yearly Personal Leave Days shall be added to the employee's accumulated sick leave bank.

Article XV  
Retirement

Section 1. The Employer shall provide the New York State Employees Retirement System for all regular employees and the New York State Policemen's and Firemen's Retirement System "Twenty Year Career Plan

(Section 3751) for all employees covered under this agreement “said plan” commencing not later than May 30, 1973.

Section 2. The benefits of Subdivision J of Section 341, and the benefits of Section 360-b of the retirement and social security law shall apply to the members of the New York State Policemen’s and Firemen’s Retirement System (Fire Department).

Section 3. The benefits of Section 41, Subdivision J and the benefits of Section 60-b of the retirement and Social Security Law shall apply to members of the New York State Employee Retirement System.

## Article XVII Insurance

Section 1. The Employer shall make available the New York State Teamster Health and Hospital Plan for the four (4) years of this Agreement including Dental and Vision coverage. The Village will pay 100% of the premium for those hired prior to June 1, 2004. Employees hired after June 1, 2004 shall contribute 15% of the cost of the premium on a payroll deduction.

Section 2. **The Village shall make available Health Insurance as defined in Section 1 of this Article to all employees who retire from the Village after June 1, 2004 with a minimum of 5 years of service. Plans and contributions shall be as follows:**

**With less than 15 years of service, a single plan only, the Village will contribute 50%.**

With 15 years -19 years of service, a single or two-person plan, Village will contribute 75%.

With 20 or more years of service, a single or two-person plan, Village will contribute 95%.

Section 3. Any employee or retiree eligible for health insurance who reaches sixty-five (65) years of age shall be enrolled in the Teamsters Secondary Coverage Plan.

## Article XVII

### Grievance Procedure

Section 1. In the event that any difference or dispute should arise between the Village and the Union, or its members employed by the Village, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately and in the following manner, provided the grievance is filed within eight (8) working days of its occurrence or employee knowledge thereof:

1. Between the aggrieved employee, with or without the steward, and the employee's immediate supervisor. (The immediate supervisors are Fire Department Foreman and Public Works Superintendent.) If no satisfactory agreement is reached within eight (8) working days, then
2. Between an Official of the Union, in conference with the Village Board, should no acceptable agreement be reached within an additional eight (8) working days.
3. The matter may be referred to arbitration by the Village or the Union only. Either party may within eight (8) days after the Step #2 meeting request the New York State Public Employment Relations Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented, and shall have no power to add to, subtract from, or modify any of the terms of this Agreement, or to establish or change any wage rate. The decision shall be final and binding. Any fees or administrative charges for the arbitrator shall be borne equally by both parties respectively. Unless extended by mutual agreement in writing,

the failure to observe the time limits herein shall constitute abandonment of the grievance and settlement on the basis of the last Village answer. It is especially understood and agreed that arbitration shall not be obtainable as a matter of right if the grievance (a) involves the existence of alleged violation of any agreement other than the present Agreement between the parties; (b) involves issues which are discussed at negotiations but not expressly covered by the terms and conditions of this Agreement; (c) would require an arbitrator to consider, rule on, or decide any of the following: (1) the elements of a job assignment, (2) the level, title, or other designation of an employee's job classification, (3) the right of management to assign or reassign work, (d) pertains in any way to the establishment, administration interpretation or application of insurance, pension, savings or other benefit plan in which covered employees are eligible to participate; (e) involves discipline or discharge of employees who have not satisfactorily completed the designated probationary period.

## Article XVIII

### Special Rate of Pay

Section 1. All employees who work in a regular shift where the majority of the basic work hours are between 6:00 o'clock p.m. and 6:00 o'clock a.m. shall receive an additional \$500.00 on an annual basis.

Section 2. It is understood that nothing in this Agreement shall constitute a guarantee, either express or implied that the Village shall provide any specific number of hours of work for any employee or group of employees.

Section 3A. All employees who are called out for emergency work within one hour of commencement of their shift shall be paid at the rate of time and one-half of the employee's regular hourly wage for one hour. All employees who are called out earlier than one hour before the commencement of their shift shall be paid at the rate of time and one-half of the employee's regular hourly wage for a minimum of three (3) hours. With regard to paid fire department personnel there shall be only one (1) paid call out on the same terms as mentioned above. All employees who are called out to perform emergency work after their shift is concluded shall be paid a minimum of three (3) hours at the rate of time and one-half of his normal rate of pay regardless of the number of times such employee may be called out in said three (3) hour period. To be eligible for call out pay at the rate of time and one-half, the employee must have worked his or her last regularly scheduled shift prior to said call out, otherwise payment shall be based on straight time.

Section 3B. Emergency call in for overtime should follow this order: Appropriate department foreman first and members in the appropriate department by seniority except in cases which warrant breaking the seniority order (excluding the Fire Department)

Section 3C. The Employee classified as Foreman shall receive a yearly stipend of \$200.00 each year of the Contract.

Article XIX  
Miscellaneous Provisions

Section 1. Safety and Sanitary Conditions:

- A. The Village agrees to maintain sanitary, safe and healthful working conditions.
- B. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which shall be furnished to them hereunder and will comply with the safety and sanitary regulations and follow all Federal, State and Local health and traffic regulations.
- C. Employees shall report any defective equipment to their immediate supervisor.

Section 2. When an employee receives compensation under the Workmen's Compensation Law or disability, they may elect in writing whether they desire to have sick leave with pay during the period of disability for which they received compensation. Such notice shall be filed with the Village Clerk. In the event they may elect to take sick leave time, he shall be paid the difference between what he received as compensation and his regular rate of pay.

Section 3. The Employer shall furnish two (2) pairs of gloves per year to each employee of the Water and Sewer Department, Water Treatment Plant, Wastewater Treatment Plant and the Highway Department.

Section 4. If an employee breaks or severely scratches his eyeglasses on the job, the Employer will reimburse \$200.00 to the employee for the cost of replacing said eyeglasses, provided it is reported to the foreman when it happens, a report is completed immediately and a valid receipt for the new eyeglasses is submitted.

Section 5. All authorized mileage will be reimbursed at the approved current IRS rate per mile.

Section 6. Foul weather gear will be furnished on an as needed basis at no cost to the employee. This section is subject to the grievance procedure.

Section 7. Each employee covered by this Contract will receive a \$125.00 clothing allowance to be paid each contract year upon proper receipt of work clothes or outerwear such as work coats. Said \$125.00 allowance is to be over and above all other clothing allowances provided in this Contract.

Section 9. Recovery of Training Costs

In the event the employer is required to provide training of a week or more in duration in order to qualify an employee for a license or permit, and in the event the employee voluntarily separates from the Employer within three (3) years of the date of completion of training, the employee shall reimburse the Employer during or in conjunction with his or her training, according to the following pre-rated schedule:

<u>Length of Employment after completion of training</u>	<u>Reimbursement of wages and expenses</u>
Up to one (1) year	100%
One year up to two years	60%
Two years up to three years	35%

Expenses subject to the cost of training include, but are not limited to any reimbursement for the cost of travel, lodging, meals, books, tuition, and any other expenses associated with training, or any payment made by the Employer to a third party for a benefit made available to any employee during the time of training, as the case may be. With the exception of vacation leave, any authorized or unauthorized absence from work after the completion of training aggregating more than five (5) days in a calendar year shall not be considered as time employed. For the purpose of this section, a voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of this section. Prior to seeking legal recourse to obtain reimbursement, the Employer shall liquidate any accrued paid leave, other than leave for reason of illness or disability, as may be necessary to obtain full reimbursement pursuant to this provision of the Contract. Should it be necessary for the Employer to initiate litigation in order to secure reimbursement pursuant to this provision of the Contract and should the employer prevail, the individual responsible for reimbursement shall in addition reimburse the Employer for all its legal expenses associated with the proceeding. A copy of this language of the contract shall be provided to all individuals interviewed for employment with the Employer; provided, however, the failure of the Employer to do so shall not affect the obligation

however, the failure of the Employer to do so shall not affect the obligation of an individual for reimbursement in accordance with the terms of this section. Actions taken under this section shall not be arbitrable.

**Section 10. Employees of DPW, Sewer and Water Departments must wear 6” leather workboots.**

Article XX  
No Discrimination

Section 1. The Employer and the Teamsters Local 118 realize they have a responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the Employer and the Teamsters Local 118 to assure an equal opportunity in employment regardless of race, color, religion, sex or national origin.

Article XXI  
Severability

Section 1. In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency or competent and final jurisdiction to be invalid or unenforceable, the remainder of the provision of such agreement shall not be affected thereby, but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

Article XXII  
Legislative Action

Section 1. 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 therefore, shall not become effective until the appropriate legislative body has given approval.

Article XXIII  
Discipline and Discharge

Section 1. It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any Village employee, regardless of seniority, for reasonable cause. Grounds for summary discharge shall include but not be limited to, drunkenness or drinking or carrying intoxicating beverages on the job, fighting on the job, dishonesty, careless use or abuse of Village property, insubordination, possession or use of nonprescription habit forming drugs while on the job, or negligence in the performance of duties. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee, shall have the right to file a complaint, which must be in writing, with the Employer within eight (8) workdays from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time period specified, then said discharge shall be deemed to be absolute. The Village may establish and enforce binding rules in

connection with its operation and the maintenance of discipline, provided such rules are not inconsistent with the provisions of the Agreement.

## Article XXIV

### Access

Section 1. A duly authorized representative of the Union, designated in writing, after reporting to the office of a Department head, shall be admitted to the premises for the purpose of assisting in the adjustment of grievances and for investigation of complaints that the contract is being breached. Upon request, the Union representative shall state the purpose of his visit. Except in an emergency, at least four (4) hours advance notice must be given. Such visits shall not be permitted to interfere with, hamper or obstruct normal operations. The Village shall not be liable for any time lost by employees during such visit.

## Article XXV

### Seniority

Section 1. Seniority is defined to mean the accumulated length of continuous service with the Village, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to an authorized leave of absence or absence for bonafide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation

- c. Failure to return promptly upon expiration of authorized leave.
- d. Absence for three (3) consecutive working days without leave or notice.
- e. Engaging in any other employment during a period of leave.
- f. Absence for illness or injury for more than one (1) continuous year.
- g. Layoff for longer than twelve (12) consecutive months.

Section 2. Promotion and filling of vacancies in non-competitive classification.

- a. Whenever an opportunity for promotions occur or a job opening occurs in other than temporary situations in any existing non-competitive job classification, or as the result of the development or establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of two (2) work weeks.
- b. During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor.
- c. The employer shall fill such job opening(s) or vacancies from among those who applied and meet the standards of the job. Such position(s) shall be filled by selecting the most qualified applicant(s). In the event of applicant(s) being equally qualified, the position(s) shall be filled with seniority being the determining factor.

- d. Any employee selected in accordance with the procedure set forth, shall undergo a trial period of a minimum of thirty (30) days, but not to exceed eighty-nine (89) days. If such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, or he voluntarily relinquishes such positions, then such employee shall be restored to his former position.

Section 3. Promotion and filling of vacancies in competitive classifications. Whenever a job opening occurs in a competitive Civil Service Job Classification, the procedure for the selection shall be as prescribed by Civil Service Law.

Section 4. Lay-Off and Bumping General:

- a. In the event the employer plans to lay-off employees for any reason, the employer shall notify the Union President as soon as possible with at least one weeks prior notification.
- b. When such actions take place for non-competitive positions, it shall be accomplished by laying off temporary employees first and then all the other employees in inverse order of seniority in a department by department basis at the discretion of the employer. For competitive positions, it shall be accomplished and determined by Civil Service Regulations.
- c. Full time employees to be laid off will be notified as soon as possible with at least one week notification.

- d. When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee with less seniority within the employee's department(s) provided the bumping employee has greater seniority than the employee whom he bumps. The employee shall receive the pay of whichever job he bumps to.

Section 5. Recall:

When the workforce is increased after a layoff, employees will be recalled as the employer decides, on a department by department basis, according to seniority within that department. Notice of recall shall be sent to the employee at his last known address by certified mail. The Union shall be notified at the same time. If the employee fails to report to work within ten (10) working days from the date of mailing of notice of recall, he shall be considered as quit. Recall rights for an employee shall expire twelve (12) months from the date of his layoff. No new employee shall be hired in that department on layoff until all employees on layoff in that department(s) have been recalled.

Article XXVI

Social Security

Section 1. The Village agrees to continue in the Social Security Plan for the period of this contract.

Article XXVII  
Embodiment of Agreement

Section 1. This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. Any prior commitment or agreement between the Village and the Union or any individual employee covered by this Agreement is hereby superseded.

Article XXVIII  
Drug Testing

I. Policy:

- A. The use of illegal drugs, non-prescribed controlled substances, or the abuse of legally prescribed drugs by the employees covered by this contract is strictly prohibited. The abuse of alcohol while on duty is also prohibited. Violations of this section of the contract could result in disciplinary action.
- B. Urinalysis testing will be conducted upon reasonable suspicion that the employee is presently under the influence of drugs. Breathalyzer testing will be conducted upon reasonable suspicion that the employee is under the influence of alcohol while on duty or when reporting for duty.

## II. Procedures:

1. If the Village believes the evidence warrants immediate testing they shall notify the employee of the test requirement just prior to transporting to the test site and proceeding with the test.
2. The Village shall instruct the employees on his working status (i.e. suspension, etc.).
3. If any drugs or alcohol are found in the presence of the employee, it shall be confiscated and secured as evidence.

## III. Alcohol Testing:

- A. Upon reasonable suspicion that the employee is under the influence of alcohol, the Village shall utilize a preliminary screening device to determine alcohol level. If the device indicates any alcohol level, the employee shall be given a breathalyzer test and be relieved of his/her duty for that tour (utilizing sick time, personal leave, vacation or compensatory time at the employee's request).

## IV. Drug Testing:

- A. Upon reasonable suspicion that the employee is using or under the influence of drugs as outlined above, the Village or a designated person of the same sex as the employee shall:
  1. Obtain a sterile sample container from the police department
  2. Direct the employee to the men's or women's rest room within the police department or medical facility where

appropriate steps shall be taken to insure the privacy while the procedure is being completed.

3. Instruct the employee of the proper procedure for the test.
  4. Observe the employee's voiding.
  5. Secure the sample as evidence placing a numbered label on the container with evidence tape in the presence of the employee.
  6. Secure the sample in the police department to be later forwarded to the testing lab.
  7. Prepare a detailed Personnel Complaint form outlining all of the aspects of the investigation.
  8. Insure that all forms are completed immediately and placed in the personnel file for possible disciplinary action.
  9. In the event that the test results are negative, all such forms shall thereafter be immediately removed from the employee's file.
  10. Secure all evidence and insure delivery to the testing laboratory no later than the next working day.
- B. The Village shall prepare any orders, if appropriate, for suspension of the employee until such test results are confirmed.
- C. Confirmation of evidence:

The testing laboratory will maintain for thirty days, a portion of the sample which is not utilized for their test. If, upon positive test results, the employee wishes to independently confirm the test, he may do so at the Village's expense by arranging for the testing laboratory to transfer a portion

of the original sample to another New York State licensed laboratory of the employee's choosing, for the completion of an additional test.

All records of the original testing shall be made available to the employee or his representative at his request.

V. Refusal:

Refusal to submit to either a chemical or drug screening test, under the circumstance outlined in this section, may result in the immediate suspension from duty and the subsequent serving of disciplinary charges for insubordination.

VI. Random Testing:

The Village of Lyons and the Union hereby agree that no random testing of employees for either the presence of drugs or alcohol shall be permitted. The only testing that shall be permitted shall be based upon reasonable suspicion, as outlined above.

Article XXIX

Duration

Section 1: This Agreement shall become effective on June 1, 2004 and shall continue in force until May 31, 2008.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this 9<sup>th</sup> day of September, 2004.

FOR TEAMSTERS LOCAL 118:

Ronald D. Hill

7/1/04

Date

FOR THE VILLAGE OF LYONS:

John Cinelli

9-9-04

Mayor John Cinelli

Date

VILLAGE OF LYONS

<u>DEPARTMENT</u>	<u>CURRENTLY</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
<u>Police Department</u>					
Parking Enforcement Officers	\$22,899.00	\$23,357.00	\$23,824.00	\$24,539.00	\$25,521.00
Clerk	19,626.00	20,019.00	20,419.00	21,032.00	21,873.00
<u>Fire Department</u>					
Fire Driver Foreman	\$31,984.00	\$32,624.00	\$33,276.00	\$34,274.00	\$35,645.00
Fire Driver	27,998.00	28,558.00	29,129.00	30,003.00	31,203.00
<u>Sewage Treatment Plant</u>					
S.T. Plant Operator (Foreman)	\$30,833.00	\$31,450.00	\$32,079.00	\$33,041.00	\$34,363.00
S.T. Plant Operator	27,320.00	27,866.00	28,423.00	29,276.00	30,447.00
<u>Water Treatment Plant</u>					
W.T. Plant Operator (Foreman)	\$28,622.00	\$29,194.00	\$29,778.00	\$30,671.00	\$31,898.00
W.T. Plant Operator	27,320.00	27,866.00	28,423.00	29,276.00	30,447.00
<u>Public Works Department</u>					
Auto Mechanic Foreman	\$ 15.46	\$ 15.77	\$ 16.09	\$ 16.57	\$ 17.23
Water Distribution Foreman	16.60	16.93	17.27	17.79	18.50
M.E.O.	12.90	13.16	13.42	13.82	14.37
Laborer	\$ 10.32	\$ 10.53	\$ 10.74	\$ 11.06	\$ 11.50

The starting rate listed above is the minimum to be paid for that position. In the event that a new employee is hired at a rate higher than employees presently in that position, no employee in that position will be paid less than the new employee's starting wage.