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**Contract Database Metadata Elements**

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LABOR AGREEMENT  
BETWEEN  
THE VILLAGE OF MANLIUS  
Manlius, New York  
AND  
TEAMSTERS LOCAL UNION 317  
Relative to the Village Department of Public Works  
DECEMBER 1, 2005 - MAY 31, 2009

**RECEIVED**

AUG 05 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## **ARTICLE 1 – RECOGNITION**

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the "Union", and The VILLAGE OF MANLIUS, New York, hereinafter called the "Village" or "Employer".

The Employer recognizes the Union as the exclusive representative of all Village Department of Public Works ("DPW") employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of Civil Service Law (Taylor Law). Included in the bargaining unit are all Custodial Workers, Laborers, Public Works Maintenance Workers and Mechanics. Excluded from the bargaining unit are the Superintendent, Assistant Superintendent, supervisory personnel, elected officials and office clerical.

## **ARTICLE 2 - SAVINGS AND SEPARABILITY**

If any Article or Section of this Agreement, or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

## **ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS**

### **SECTION 1 - UNION SECURITY**

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

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The 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 Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been

executed by the Employer after it has satisfied itself that the 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 pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under this Section, all employees shall, as a condition of continued employment, pay to the Union an amount of money 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 begin the effective date of this Agreement and for new employees the payment shall start thirty-one (31) days following the date of employment.

## SECTION 2 - DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

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

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

D.R.I.V.E. Upon request from the Union, the Employer agrees to deduct contributions to D.R.I.V.E. from the wages of those employees who may voluntarily execute a form to authorize such deductions prepared and furnished to them by the Union. The authorization for and remittance to the Union of such deductions by the Employer shall be in conformance with all applicable laws. The International Brotherhood of Teamsters will reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction.

Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings

accounts, Christmas Clubs, and any similar deduction. Deductions shall be made from each paycheck and remitted to the appropriate financial institution(s).

### SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to provided, however, that there is no interruption of the Employer's work schedule, the employees' work performance or the Employer's work directives. The Union shall provide reasonable notice prior to inspection.

### SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of this Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

If the Shop Steward shall find it necessary to perform his union duties during working hours, he shall be promptly released from work for no more than thirty (30) minutes a day and seventy-five (75) minutes a week to investigate the matter and confer with DPW Superintendent or his/her designee, without loss of pay. The limits of thirty (30) minutes a day and seventy-five (75) minutes a week will not apply to the Shop Steward's performance of duties for Weingarten rights. If the Shop Steward fails to effect a settlement, he shall immediately report by telephone to the Union Business Agent and then immediately resume work. If the Shop Steward finds it necessary he will place the grievance in writing and submit it in accordance with Article 8, Section 2, of this Agreement.

### SECTION 5 - NON-DISCRIMINATION

The Employer 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 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 Employer 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.

#### SECTION 6 - PICKET LINES

Except where picket lines have been established at a place where the Village provides municipal services, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute or refuses to go through or work behind any primary picket line including the primary picket line of the Union. It is agreed that no employee shall be liable for any damage to any Village vehicle that occurs as a result of crossing or attempting to cross any picket line nor shall such employee be subject to any form of disciplinary action as a result of such damage.

#### SECTION 7 - BULLETIN BOARD

The Employer shall provide a bulletin board in the lunch/break room for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except where expressly limited by a specific provision of this Agreement, the Village shall have the sole and exclusive right to direct and manage the DPW in the manner it deems appropriate, including but not limited to the following rights: To determine the size, composition and organization of its workforce, including any departments and sub-units therein; to determine the services that the Village will provide and the facilities and equipment to be utilized and/or maintained; to determine the hours of work, work schedules and shifts; to determine what work is to be performed by the DPW and its departments; its place and method of performance, and who is to perform it; to establish the specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with law; to discipline and discharge employees in accordance with law and the provisions of this Agreement; to determine the assignments and job duties; to determine the rules and regulations governing the DPW; to determine what training or instructional programs are necessary; to determine the methods, means, equipment and personnel by whom any and all DPW functions are to be performed; to establish rules and policies governing the use of Village equipment and/or facilities; to determine practices, policies and procedures for the efficient, disciplined and orderly operation of the DPW; and to implement such rules and policies as are necessary



to promote a working environment that is free from unlawful discrimination and harassment.

## **ARTICLE 5 - BARGAINING UNIT**

The terms and conditions of this Agreement shall apply to all bargaining unit employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the DPW employees. The terms and conditions of this Agreement shall not apply to the Superintendent, Assistant Superintendent or supervisory employees.

## **ARTICLE 6 - SENIORITY**

### **SECTION 1 - SENIORITY LIST**

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions, corrections and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union. If an employee leaves his/her employment with the Village for three (3) months or more, such employee will lose his/her seniority upon return to employment with the Village. Seniority shall only apply to the bargaining unit.

### **SECTION 2 - PROBATION**

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a probationary term of 52 weeks. If the conduct or performance of a probationer is not satisfactory, his/her employment may be terminated at any time before completion of the maximum period of service, during which time he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list. The Employer may discharge any employee during the first 52 weeks of employment and such discharged employee will not be allowed to use the grievance procedure outlined in this Agreement.

After 52 weeks of employment, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

### **SECTION 3 - APPLICATION OF SENIORITY**

The principles of seniority shall apply to layoff, recall from layoff, bidding for jobs, night shift and holiday assignments, and vacations except where modified by this Agreement.

Seniority shall be broken only by discharge for just cause, voluntary quitting, or more

than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5<sup>th</sup>) day before such employee's seniority shall be broken.

## **ARTICLE 7 - DISCIPLINARY ACTION**

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall give written notification of the disciplinary action to the employee, the Steward, and the Union as soon as practicable. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action 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 and places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The Union representative shall not unreasonably delay the disciplinary proceeding, or interfere with the disciplinary process, or interrupt or instruct the employee about how to answer questions. Only the employee who is the subject of the charge shall be entitled to Union representation, and an employee who is questioned merely as a witness shall not be entitled to Union representation.

## **ARTICLE 8 - GRIEVANCES**

### **SECTION 1 - DEFINED**

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder 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 by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have ten (10) working days from the occurrence of any dispute to grieve such matter in writing according to grievance procedure outlined in this article. If the matter is not grieved within the ten (10) day period, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

### **SECTION 2 - GRIEVANCE PROCEDURE**

The procedural steps of the grievance procedure shall be as follows:

Step 1: The employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the employee and the supervisor to reach an amicable solution. The presentation may be either oral or written and shall occur within ten (10) calendar days following submission of the grievance, or shall be deemed waived.

Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and the DPW Superintendent or his Designee. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation must be written and shall occur within ten (10) calendar days from receiving the Step 1 response, or shall be deemed waived.

Step 3: The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and the Village Mayor, or other representative of the Village designated by the Mayor. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation must be written and shall occur within ten (10) calendar days of receiving the Step 2 response, or shall be deemed waived.

Step 4: If the Union is not satisfied with the response to the grievance at Step 3, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step 3 response or when the Step 3 response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. The arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The Employer and the Union shall share fees of the arbitrator equally.

## **ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER**

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative during non-working hours or leave time only. The employee shall be allowed to place in such file a response to anything contained therein, which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employees simultaneously with their being placed in the official personal

history folder. An employee may, during non-working hours, which includes regularly scheduled breaks and meal periods or leave time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

Annual work performance rating shall be retained in the file in accordance with the Village's then current retention policy. Disciplinary notices will remain in the file, but will not be relied upon for subsequent discipline if no further disciplinary action is brought within eighteen (18) months, except last chance agreements or final warning letters or memos may be relied upon beyond eighteen (18) months for further discipline or discharge. It is specifically understood that the Village must establish just cause to support discharge in cases involving last chance agreements or final warning letter.

## **ARTICLE 10 - EXAMINATIONS**

Any expense for any examinations or licensing, including Commercial Drivers License (CDL), required by the Employer or required by law shall be paid by the Employer.

## **ARTICLE 11 - HEALTH AND SAFETY**

### **SECTION 1 - EQUIPMENT**

The Employer shall not require any employee to operate any equipment that is not in reasonably safe operating conditions or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes is not in reasonable safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. Should any equipment be deemed unsafe by the employee assigned to operate such equipment, the operation of such equipment shall be delayed until the employee, and the employee's supervisor meet and observe the equipment and attempt to reconcile the matter. The supervisor shall make the final determination as to whether the equipment shall be operated, and the employee shall comply with the directive and shall have the right to grieve that determination. Employees are obligated to promptly report health and safety problems to their supervisor.

### **SECTION 2 - DANGEROUS CONDITIONS**

Under no circumstances shall an employee be assigned or compelled to engage in any activity involving unreasonably dangerous conditions of work; danger to person; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment. Any job deemed unsafe by the employee assigned to that job shall be delayed until the employee, and the employee's supervisor observe the condition and meet to attempt to reconcile the matter. In that event, the supervisor shall make the final determination as to whether the equipment shall be operated, and the employee shall comply with the directive and shall have the right to grieve that determination.

### SECTION 3 - PROTECTIVE CLOTHING

The Employer will provide all necessary safety equipment, including but not limited to, hard hats, safety glasses, safety vests and flags. The Employer will also provide rainwear and coveralls where necessary. If winter gear is damaged or soiled so it cannot be repaired, it will be replaced.

## ARTICLE 12 - WAGES AND HOURS

### SECTION 1 – HOURS

The standard guaranteed workweek for all employees shall be forty (40) hours. The standard guaranteed workweek shall consist of five (5) consecutive guaranteed eight (8) hour workdays running from Monday through Friday. All hours worked or paid in excess of eight (8) hours per day or forty (40) hours per week or both shall be compensated at the rate of one and one-half times the hourly rate (except for holiday pay). This compensation shall be in addition to all other benefits provided for by this Agreement. Normal work hours shall be from 7:00 am to 3:30 pm.

All employees shall receive a minimum guarantee of two (2) hours pay at the overtime rate of pay when called to work on an unscheduled day, except the current practice of paying employees two (2) hours of pay at the overtime rate of pay to open and clean the park and perform other tasks per current practice in the morning and one (1) hour of pay at the overtime rate of pay to close the park at night shall continue. Employees will only be required to perform the work for which they were called in for. Employees will not be required to work overtime except in the case of emergencies or where there is a threat to health and safety. All hours worked outside of employees regular schedule shall be paid at the overtime rate of pay. Overtime shall be distributed on a rotating basis as equally as possible.

Employees who are called in to sand shall receive a minimum guarantee of three (3) hours pay at the overtime rate and employees who are called in to snowplow shall receive a minimum guarantee of four (4) hours pay at the overtime rate.

All employees shall be paid for all authorized breaks except as otherwise provided in this Agreement. There shall be two (2) fifteen (15) minute paid breaks, one in the morning and one in the afternoon, when employees are scheduled to work eight (8) hours. All employees will receive a one half (1/2) hour unpaid lunch break.

Should it be necessary to assign employees outside of their regular classification, such employees shall receive their regular rate of pay or the higher rate, whichever is applicable. In no event shall employees receive less than their regular rate of pay while performing work outside of their classification.

### SECTION 2 - WAGES

All employees under this Agreement shall be classified as one of the following:

Laborer      Public Works Maintenance Worker (PMMW)      Mechanic      Custodian

The following wage scales shall prevail:

Effective 6/1/06				
Classification	Hire Rate	1 Year Rate	3 Year Rate	5 Year Rate
Mechanics*	\$16.50	\$17.50	\$18.00	\$19.50
PMMWs	\$13.50	\$15.00	\$15.75	\$18.25
Laborers	\$12.50	\$13.25	\$14.00	\$14.50
Custodians	\$12.50	\$13.25	\$14.00	\$14.50

\* The Mechanic employed at the time this Agreement is executed shall receive a 4% raise for 2006. All wage rates will be retroactive to June 1, 2006.

Effective on 6-1-07 and 6-1-08, all employees subject to this Agreement shall receive raises equivalent to the annual percentage change in the Consumer Price Index-All Urban Consumer (CPI-U) for the proceeding calendar year. (Raise effective 6-1-07 will be 3.2%)

**LONGEVITY BONUSES** The following shall apply:

5 years seniority	\$0.05
10 years seniority	\$0.10
15 years seniority	\$0.15
20 years seniority	\$0.20
25 years seniority	\$0.25
30 years seniority	\$0.30

**NIGHT SHIFT:** Employees regularly scheduled to work the night shift shall receive an additional fifty (\$.50) cents per hour. The night shift is defined as any shift commencing on or after 3:00 PM.

**MINIMUM WAGE LAW:** To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

**PAY DAY:** Employees shall be paid on a weekly basis each Friday and every effort will be made to distribute paychecks by 11:00 am.

### SECTION 3 – EMERGENCY CALL IN PROVISIONS

Any employee called in for emergency work shall perform the work for which he/she was called in for. Employees shall be paid one and one-half times (1 1/2) his/her regular rate of pay (except on holidays). Employees shall be paid for all time worked during such emergency, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

Employees called in for emergencies or before their regular starting time shall be allowed up to one-half (1/2) hour to report for work, or if the employee lives more than fifteen (15) miles away from the DPW garage, up to one (1) hour to report to work.

### SECTION 4 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee on the next payday.

If an employee quits voluntarily or retires or dies, the Employer shall pay all money due to the employee or estate on the next payday following such quitting or death.

"Money due" shall include, but not be limited to, wages, accrued vacation, and personal leave credits. Upon a retirement, "money due" shall also include accrued sick leave credits.

### SECTION 5 - LAY OFF and RECALL NOTICE

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off or, if such notice is not provided one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

## **ARTICLE 13 - HEALTH AND WELFARE**

The Employer shall provide the same health care plan options and premium cost shares as are being provided to employees at the time this Agreement is executed. The employees shall be responsible for paying their portion of the annual premium on a weekly payroll deduction basis. If the health insurance provider or administrator increases the cost or diminishes the availability of benefits, then the Village may change to another health insurance plan that offers a relatively equal or greater benefit to the employees, provided that the Village notifies the Union of the new plan's costs and benefits at least thirty (30) days before changing to the new plan. The Village shall negotiate with the Union over any change in insurance plans that will result in a

reduction in benefits or an increase in costs to employees before the change takes effect.

There shall be a waiting period of ninety (90) days after employment before an employee shall be eligible for enrollment under the Village's health insurance program.

All full time employees may opt out of all health insurance coverage during December of each calendar year, after having obtained one full year of service. The Village will pay, to a full time employee who opts out of health insurance coverage, the sum of \$1,500 to be paid in 52 weekly installments for health insurance for single coverage and the sum of \$2,500 to be paid in 52 weekly installments for family coverage. In order to qualify for this payment, the employee must be covered by another health insurance plan. If an employee opts out of health coverage, the employee gives up any claim against the Village for health insurance coverage claims.

Upon the retirement of DPW employees employed as of the date of ratification of this Agreement, the following schedule outlines the health care insurance premium percentage paid by the Village:

<b>Number of Years Services</b>	<b>Percentage of Premium</b>
10 years of service	Village pays 50%
Each additional year up to 25 years total	Village pays an additional 3 1/3%
After 25 years of service	Village pays 100%

The health insurance package will convert to secondary coverage for all retirees age sixty-five (65) and older. Medicare Part A is automatic, but all retirees must sign up for Part B, which does have a small fee, per insurance handbook. All insurance coverage's are governed by the specific contracts of insurance.

No retiree health care benefits shall be provided to any employee or his/her spouse hired after the ratification date of this Agreement.

The Employer shall provide employees with Workers Compensation Insurance, Social Security Insurance and Unemployment Insurance as required by federal and/or state laws.

The Employer agrees to provide New York State Disability Insurance or its equivalent.

The Employer agrees to provide Long Term Disability in accordance with the existing practice.

#### **ARTICLE 14 – PENSION**



The Employer will continue participation in the New York State and Local Employee Retirement System, with payroll deductions determined by the laws and regulations under the New York State Retirement and Social Security Law.

As required under the New York State Retirement and Social Security Law, those employees who are Tier 3 and/or 4 members must contribute three (3) percent of their weekly pay towards their retirement fund, until that member has 10 years of service credit or has been a member of the New York State Retirement System for 10 years.

Both Parties agree to abide by the rules of the New York State and Local Employee Retirement System.

## **ARTICLE 15 - VACATION**

### **SECTION 1 - VACATION ENTITLEMENT**

Years of Service	Vacation Entitlement
After one (1) year of continuous service	Five (5) days off
After two (2) years of continuous service	Ten (10) days off
After three (3) years of continuous service	Ten (10) days off plus one (1) additional day for each two (2) years of service to a maximum of twenty (20) days

### **SECTION 2 - VACATION SCHEDULING**

Assignment of vacation time off shall be made at the times desired by an employee. All requests for vacation time off in a given calendar year must be made by employees no later than March 1 of that year. In the event that more employees request the same vacation time off than can be reasonably spared, vacation time off will be granted in order of seniority. The Village agrees to allow at least one (1) employee on vacation per week.

### **SECTION 3 - VACATION USE**

Vacation credits may be used in two (2) hour increments.

### **SECTION 4 - VACATION CREDIT ACCUMULATION**

No vacation time may be carried beyond the calendar year without approval of the Village Board. A maximum allowance of up to five (5) days buy back of unused, earned vacation time per calendar year will be paid to any eligible employee by the Village at the regular hourly rate of said employee. Payment shall be made in January.

## **ARTICLE 16 - HOLIDAYS**

Holidays shall consist of any day so designated by the Village, but in no instance less than the following thirteen (13) days:

Good Friday	New Year's Day	Martin Luther King Day
President's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Thanksgiving Day
Thanksgiving Friday	Veteran's Day	Christmas Day
Floating Day		

The above-referenced paid legal holidays shall apply to full-time employees and permanent part-time salaried employees. When the holiday falls outside the employees scheduled workweek, employees shall be provided with a paid day off in observance. When a holiday falls on Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday.

If a holiday falls when an employee is on vacation and the employee is charging vacation time, the employee shall have the option of either receiving eight (8) hours of holiday pay or an additional vacation day for future use.

Eligible employees who work on the actual day of a holiday, and the holiday is observed on a different day, shall receive two (2) times their hourly rate of pay for all hours worked, with a two (2) hour guarantee for both regularly scheduled work and work under the emergency provision of this Agreement. Eligible employees who work on the day that a holiday is observed shall receive, in addition to eight (8) hours of holiday pay at straight time, one and one-half times their regular hourly rate for the hours worked, with a two (2) hour guarantee for both regularly scheduled work and work under the emergency provision of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

## **ARTICLE 17 - LEAVE**

### **SECTION 1 - PERSONAL DAYS**

Each employee shall be granted twenty-four (24) hours of personal leave annually, which shall be taken in increments of no less than four (4) hours. Each employee shall give the Employer at least twenty-four (24) hours advance notice of his/her decision to take personal leave. The DPW Superintendent may at his/her discretion, reject a leave request, if the Superintendent determines based on his/her sole judgment, that the leave would result in the Department being short staffed.

## SECTION 2 - FUNERAL LEAVE

If there is a death in the immediate family of any employee, the Employer shall pay the employee eight (8) hours of pay per day, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend the decedent's funeral as well as to attend to matters relating to the death of the member of the employee's immediate family. Compensation under this Section shall not exceed three (3) working days.

The term "immediate family" means father, mother, step father, step mother, father-in-law, mother-in-law, spouse, domestic partner, children, step children, brothers, sisters, brother-in-law, sister-in-law, grandparents, the employee's spouse's grandparents and legal dependent(s).

In addition, one day of paid funeral leave shall be granted for a death not in the immediate family (employee's own aunt, uncle, cousin).

## SECTION 3 - SICK LEAVE DAYS

Employees shall receive twelve (12) paid sick days a year. Sick leave can be used in one (1) hour increments. Compensation for Sick Days shall be eight (8) hours pay. Sick time over three days may require a physician's letter at the Employer's discretion.

Employees shall be allowed to use sick days while on workers compensation and once it has been decided that the claim is a workers compensation claim then the employees sick days shall be restored to the original number as per past practice.

The total accumulation shall not exceed four hundred eighty (480) hours of accrued paid sick leave. Paid sick leave may be used to address the illnesses or other health matters of an employee or a member of the employee's immediate family or household.

Employees on sick leave shall receive eight (8) hours pay per day, in addition to all other benefits provided for by this Agreement.

The Employer agrees to buy back up to four (4) unused sick days per year, with payment to be made in January of each year.

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

Employees may transfer up to four (4) days of sick leave per illness or injury to another employee per written request to and consent of the DPW Superintendent.

## SECTION 4 - MILITARY LEAVE

Federal and New York law requires the Village to provide employees with leaves of absence for military duty. Employees summoned for required military training sessions,

or called to active military duty, or Reserve or National Guard training, must present a copy of their orders to their department head as soon as practicable. The copy of the orders will indicate the date the employee will be leaving work, and in the case of training, the date the employee will be returning to work. Employees will be granted a military leave of absence for the period of the required military service in accordance with "Privileges and Prohibitions Section 242 . . . Rights of Public Officers and Employees." Eligibility for reinstatement after military duty or training completion is determined in accordance with applicable Federal and State laws.

#### SECTION 5 - JURY DUTY AND COMPELLED APPEARANCES

Any regular employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Village Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

#### SECTION 6 - FAMILY AND MEDICAL LEAVE ACT

The Employer agrees to grant the benefits provided by the Family and Medical Leave Act (FMLA) to all eligible employees as defined below in this Section.

Eligible employees also include those persons employed as of the effective date of this Agreement and who have been employed for at least twelve (12) months.

An eligible employee who meets the 1,250 hours requirements of the Act is entitled to twelve (12) weeks of leave during any twelve (12) month period, for the following reasons:

- (a) Birth of a child and in order to care for such child;
- (b) Placement of a child for adoption or foster care;
- (c) To care for the spouse, child, or parent of the employee due to a serious health condition or
- (d) A serious health condition of the employee.

Leave taken for the foregoing reasons shall count toward the employee's entitlement to leave under the FMLA.

Leave under this Section shall be considered non-paid leave. The Village may

require, however, that accrued paid leave be substituted for unpaid leave taken for reasons other than the employee's own health condition. Nothing in this Section shall be construed as depriving an employee of any rights that they may have under any disability plan. Accrued paid leave means any paid leave which the employee is entitled to take when the leave commences.

Should paid leave be substituted under this Section, and a paid holiday falls within the period of the paid leave, the employee shall be paid for such holiday in addition to and included in the paid leave.

Substituted paid leave shall be paid as set forth in the applicable agreement.

Eligible employees are also entitled to take intermittent or reduced scheduled leave. Such request shall be handled on a case-by-case basis and the requirements of the FMLA shall apply.

The following conditions shall apply during the FMLA leave:

The Village shall maintain health & welfare contributions during FMLA leave and where applicable under the terms of the agreement, pension contributions for paid FMLA leave. Accruals of other benefits shall be in accordance with the terms of the applicable agreement for leaves of absence.

The employee is required to provide the Village with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Village has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion, at the Employer's expense, may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence. The Village may require, at reasonable intervals, re-certification during the FMLA leave.

As a condition of returning to work, an employee who has taken leave due to his own serious health condition may be required to provide certification from a health care provider that the employee is able to perform the functions of the employee's job. In cases where employees fail to return to work, the provisions of the applicable supplemental agreement will apply.

All disputes under this Section shall be subject to the grievance procedure.

The provisions of this Section are in response to the Federal Act and shall not supersede any state or local law which provides for greater employee rights.

#### **ARTICLE 18 - [Intentionally Left Blank]**

#### **ARTICLE 19 - CLOTHING and SHOES**

The Village shall provide a \$400.00 annual clothing allowance in January to each bargaining unit employee. In addition, the Village shall provide five (5) new t-shirts to each employee annually.

Employees shall wear steel-toed work shoes in good repair and shall not wear torn or damaged clothing.

The Village reserves the right, at its own cost, to designate a patch or other insignia to be worn by employees, and the manner in which it is to be worn.

Employees shall wear clean uniforms each day.

Employees who are hired after January of a given calendar year shall be reimbursed by the Village for the minimal level of clothing and equipment that the DPW Superintendent deems is necessary to safely do his/her job.

## **ARTICLE 20 - EDUCATIONAL INCENTIVES**

To encourage employees to enroll in study courses that would improve their knowledge and competence in their job classification, the Village will advance to the employee the funds necessary to enroll in such a course on the following basis:

1. The course must be pre-approved in writing by the Village Board of Trustees.
2. The Village, in its own judgment, will determine whether or not the course study proposed by the employee will improve the employee's knowledge and competence in his/her job classification.
3. The costs must be agreed to in advance and provided for in the DPW budget.
4. The Village will advance the funds upon execution of a note and contract signed by the employee to the effect that:
  - a) One-third of the note will be automatically cancelled if the employee remains in the service of the Village for one year after finishing the course.
  - b) Another one-third will be cancelled after two years of service following completion of the course.
  - c) The note will be cancelled after three years service following completion of the course.
5. Should the employee leave voluntarily from his/her position with the Village within three (3) years of completion of the course, the then

remaining balance of the note shall become due and payable to the Village immediately, unless employee is terminated because he/she is no longer able to perform the essential functions of the job due to a disability or incapacitation.

#### **ARTICLE 21 - SUBCONTRACTING**

The Village shall have the sole and exclusive right to subcontract or otherwise reassign work it deems necessary for the effective operation of Village government. No employees covered by this Agreement and employed by the Village shall be terminated or laid off as a result of such subcontracting; however the Village retains the right to reassign such workers, at no less pay, to other parts of Village government as necessary.

#### **ARTICLE 22 - DECLARATION OF NO STRIKE POLICY**

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it 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 Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

#### **ARTICLE 23 - LEGISLATIVE ACTION**

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation 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 therefore, shall not become effective until the appropriate legislative body has given approval.

#### **ARTICLE 24 - DURATION, NOTIFICATION, AND REOPENING**

This Agreement shall continue in full force and effect from December 1, 2005, through May 31, 2009.

Upon request by either party, the parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is

earlier.

In the event of an impasse, the parties agree that the impasse shall be resolved in accordance with the procedures set forth in the Taylor Act.

**AGREED TO AND SIGNED this day by:**

TEAMSTERS LOCAL 317  
Affiliated with the International  
Brotherhood of Teamsters,  
by:

William E. Arnauld

Oct 15, 2007

Date:

VILLAGE OF MANLIUS, New York

by:

[Signature]

Oct. 15<sup>th</sup> 2007

Date: