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Contract Database Metadata Elements

Title: **Watkins Glen, Village of and Municipal Employees Association of Watkins Glen (MEA), (2006)**

Employer Name: **Watkins Glen, Village of**

Union: **Municipal Employees Association of Watkins Glen (MEA)**

Local:

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

Expiration Date: **05/31/09**

PERB ID Number: **8217**

Unit Size: **19**

Number of Pages: **29**

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GEN/8217

COLLECTIVE BARGAINING AGREEMENT

by and between the

**VILLAGE OF
WATKINS GLEN**

and the

**MUNICIPAL EMPLOYEES
ASSOCIATION OF
WATKINS GLEN**

June 1, 2006 – May 31, 2009

RECEIVED 12/18/06

Collective Bargaining Agreement

Table of Contents

1	PREAMBLE	1
1.1	Notice of Agreement	1
2	MANAGEMENT RIGHTS	1
2.1	Management Rights Clause	1
3	UNION RIGHTS	1
3.1	Bargaining Unit	1
3.2	Union Membership/Agency Shop	2
3.3	Leave for Contract Administration	3
3.4	Leave for Negotiations	3
4	EMPLOYEE RIGHTS	3
4.1	Probation	3
4.2	Seniority	3
4.3	Layoff and Recall Procedure	4
4.4	Performance Appraisal	5
4.5	Personnel File	5
5	VACANCIES & PROMOTIONS	6
5.1	Posting and Application	6
5.2	Appointment to Vacancies	6
6	HOURS OF WORK	6
6.1	Work Schedules	6
6.2	Notification of Absence	7
6.3	Meal Periods & Break Periods	8

7	COMPENSATION	9
7.1	Wage Rates	9
7.2	Premium Pay for Overtime	9
7.3	Shift Differentials	10
7.4	Call-Outs	10
8	PAID LEAVE	11
8.1	Holidays	11
8.2	Vacation Leave	12
8.3	Sick Leave	13
8.4	Personal Leave	14
8.5	Bereavement Leave	14
8.6	Jury Duty	15
9	UNPAID LEAVE	15
9.1	Leaves of Absence Without Pay	15
10	INSURANCE	16
10.1	Medical & Dental Insurance	16
10.2	Pre-Tax Medical & Dependent Care Accounts	16
10.3	Medical Insurance Buy-Out	17
10.4	Workers' Compensation Insurance	17
10.5	Short-Term Disability Insurance	18
11	TRANSITIONAL DUTY	18
11.1	Transitional Duty Program	18
12	RETIREMENT BENEFITS	19
12.1	Medical Insurance for Retired Employees	19

13	GENERAL PROVISIONS	20
13.1	Work Accouterments	20
13.2	Workplace Safety	20
13.3	Service Recognition	21
14	DUE PROCESS PROCEDURES	21
14.1	Grievance Procedure	21
14.2	Disciplinary Actions	22
15	APPLICATION OF AGREEMENT	22
15.1	Duration of Agreement	22
15.2	Complete Agreement	22
15.3	Savings Clause	22
15.4	Legislative Action	22
15.5	Execution of Agreement	24

1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Village of Watkins Glen, hereinafter referred to as the "Village" or the "Employer", and the Municipal Employees Association of Watkins Glen, hereinafter referred to as the "MEA" or "Union."

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The Village Board is empowered to make policy changes as best meets the needs of the Village so long as such changes do not materially affect employees' wages, benefits or working conditions.

These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment.

Whenever possible, the Village Board will communicate policy or procedural changes with a written notice to the MEA two weeks in advance of the date of implementation.

3 UNION RIGHTS

3.1 Bargaining Unit

3.1.1 Recognition: The Village recognizes the MEA as the exclusive collective-bargaining representative with respect to terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.1.2, below.

3.1.2 Covered Employees: This Collective Bargaining Agreement covers all employees on permanent full-time status, exclusive of General Superintendent and Department Managers listed as managerial or confidential with the Public Employment Relations Board (Water Treatment Supervisor, Chief Sewer Plant Operator, Supervisor of Village Electric Department, Superintendent of Parks & Recreation, Code Enforcement Officer, and when James Colunio leaves the position, Supervisor of Village Streets) and all part-time, temporary, and seasonal personnel. This Collective Bargaining Agreement does not cover the Police Department.

3.1.3 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

3.1.4 Regular Part-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular part-time employee” will mean and refer to an employee who is regularly scheduled to work less than forty hours per week throughout the year.

3.1.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an “as-needed” basis or to replace an employee who is on an approved leave of absence.

3.1.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer duties, or to assist in snow removal (refer to 3.1.9, below).

3.1.7 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.1.8 Supervisors Performing Unit Work: Supervisory employees may perform bargaining unit work to meet the operating needs of the department, provided it does not result in the reduction in the scheduled hours of a given full-time bargaining unit employee or interfere with the procedure for assigning additional hours under 6.1.4.

3.1.9 Non-Unit Workers: The Employer may continue to utilize seasonal and correctional employees as it has in the past in parks and for manual cleaning of streets and streams (including the trimming and removal of brush on side hills and creeks). Seasonal and correctional employees may be used for other unit work only with unit approval of each instance, which the MEA agrees it will approve if such work does not result in the reduction in the scheduled hours of full-time bargaining unit employees or does not result in the layoff of a unit employee who previously performed such work.

3.2 Union Membership/Agency Shop

3.2.1 Union Membership: An employee who chooses to become a member of the MEA shall sign an authorization card for dues deduction and submit it to the MEA. Thereafter, the MEA will forward the authorization to the Village and the Village will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.2.3, below.

3.2.2 Dues/Fees: The Village will deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the MEA. The MEA shall notify the Village of the amount to be deducted.

3.2.3 Indemnification Clause: The Village assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the MEA agrees to indemnify and save harmless the Village from and against the cost of such action or proceeding.

3.3 Leave for Contract Administration

3.3.1 MEA Business: The designated MEA representative may post notices, distribute MEA literature, discuss official business with Village Officials, and meet with their non-employee representative at reasonable times and for reasonable purposes, upon prior arrangement with the Clerk/Treasurer (see 3.3.2, below). In no event will more than one MEA Officer or Representative be allowed release time, without loss of pay or leave credits, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

3.3.2 Requests for Release Time: Requests for the use of release time shall be made to the Clerk/Treasurer as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Clerk/Treasurer.

3.4 Leave for Negotiations

3.4.1 Eligible Employees: Up to two designated representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Village.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: When any employee assumes a new job position, the employee will not receive permanent status until completion of a probationary period set by the Board, not to exceed Civil Service Law.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Village may dismiss the employee from employment during the probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.2 Seniority

4.2.1 Service Seniority: Seniority will be determined by the employee's length of continuous service with the Village of Watkins Glen.

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee.

4.2.3 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.4 Leave of Absence: An employee receiving the Workers' Compensation benefit shall be considered on the payroll for purposes of accruing seniority. An employee receiving the New York State Disability benefit shall be considered on the payroll for purposes of accruing seniority. Otherwise, an employee will not accrue seniority while the employee is on an approved unpaid leave of absence beyond thirty calendar days or while the employee is in layoff status beyond thirty calendar days. Such leave will not be considered as a break in "continuous service".

4.3 Layoff and Recall Procedure

4.3.1 Reduction of Hours: In the event employees are scheduled less than forty hours per week or less than five days per week, those employees will be considered full-time for benefit maintenance purposes. This shall not apply in the event of a layoff. Should the Employer determine that layoffs are necessary, the Employer may grant the employee an extended furlough rather than an actual layoff. In this case, the employee will be granted guaranteed recall, and if recalled the employee's service related benefits will continue.

4.3.2 First to be Laid Off: In the event of a reduction in the number of positions in a job title in the competitive class within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event of a reduction in the number of positions in a job title in the non-competitive or labor class within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.3 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit.

4.3.4 Recall to Same Job Title: In the event there is a vacancy in the job title in the competitive class where a layoff occurred, layoff will be in accordance with the rules and regulations of the local Civil Service. In the event there is a vacancy in the job title in the non-competitive or labor class where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position.

4.3.5 Notice of Recall to Same Job Title: The Village will notify the laid-off employee of the vacancy in 4.3.4 by means of certified mail sent to the employee's last known address. In the event a laid-off employee in the non-competitive or labor class does not respond within fourteen calendar days from the date the notice was mailed, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.3.6 Change of Address: A laid-off employee must notify the Village, in writing, of any change of address or telephone number.

4.3.7 Duration of Recall Rights: An employee in the non-competitive or labor class who is laid off will be eligible for recall under 4.3.4, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

4.4 Performance Appraisal

4.4.1 Purpose and Criteria: The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance. Performance appraisals shall not be deemed to be disciplinary action, but may be used as evidence in a disciplinary hearing.

4.4.2 Completion of Probationary Period: Performance reports filled out by the Superintendent of Public Works or Clerk/Treasurer (office employees), with input from the Department head, must be submitted to the Board of Trustees before the probationary period is completed.

4.4.3 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Public Works or the Clerk/Treasurer, as the case may be. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

4.4.4 Evaluation Procedure: The Superintendent of Public Works or the Clerk/Treasurer, as the case may be, will complete the Performance Appraisal Form prior to meeting with the employee. Thereafter, the Superintendent of Public Works or the Clerk/Treasurer, as the case may be, and the liaison from the Board of Trustees will meet with the employee to review the performance appraisal report.

4.4.5 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive written recommendations for improvement.

4.4.6 Employee Reply: An employee's written comments, if any, will be included with the performance appraisal report.

4.5 Personnel File

4.5.1 Content: The personnel records maintained by the Village include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

4.5.2 Location of Files: All original personnel records for current employees will be kept in the Clerk/Treasurer's office and will be maintained and controlled by the Clerk/Treasurer. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Clerk/Treasurer. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Clerk/Treasurer.

4.5.3 Change in Status: An employee must immediately notify the Clerk/Treasurer of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

4.5.4 Employee Access: Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Clerk/Treasurer. An authorized official must be present when the employee inspects the file. An employee may not remove, or place any material in the employee's personnel file without the approval of the Clerk/Treasurer.

5 VACANCIES & PROMOTIONS

5.1 Posting and Application

5.1.1 Posting: All job openings within the Village will be posted in the Village Office and at each Department. In the event that operational needs require the immediate filling of the vacancy, the Village may make a temporary appointment.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to apply for the vacancy by making a written application.

5.2 Appointment to Vacancies

5.2.1 Selection: The Board of Trustees will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Board of Trustees. Such action shall not be subject to the Grievance Procedure.

5.2.2 Probationary Period (Promotions): At any time during this period, the Village may rescind the promotion or transfer and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. The employee will have the right to return to the employee's former job position at any time up to, but not to exceed, the scheduled end of the employee's probationary period.

6 HOURS OF WORK

6.1 Work Schedules

6.1.1 Workday/Workweek: Employees will normally work five consecutive days, Monday through Sunday, eight hours per day, exclusive of lunch break. Should the Employer determine that an adjusted schedule causes adverse effects on Village services, the Employer may give immediate notification of a return to regular scheduling, even during a trial period. It is the intent of the Employer to operate on work schedules that provide the most efficient use of straight time pay and reduce overtime to the lowest possible amount while ensuring the most service to the public. This may, for example, include scheduling some snow removal crews to start their work day at 4am, 5am, 6am, 7am, 8am, 9am, etc. This would provide longer coverage on straight time. The hours of the Village office may be changed to provide longer hours to serve the public. This may include, for example, opening at 7:30am and closing at 6:00pm. Employees may be scheduled on a staggered basis, so that one may come in at 7:30am, another at 9:30am, for example. There is much flexibility on the means of selecting the employees whose schedule would change. The Employer may also consider opening the Village office for part of Saturday.

6.1.2 Change in Schedule: In the event the Employer changes a work schedule (hours, time or days of work) the appropriate Village Official shall discuss the change with the affected employees, provide a trial period if requested, and discuss the trial period result with the affected employees. Employees will be given at least five working days notice of any change in a work schedule, except for temporary changes. Adjusted work schedules shall be reduced to written schedules filed with the MEA. There shall be no rescheduling of work days or tour of duty for the purpose of avoiding overtime, without at least 36 hours advance notice of the different daily or weekly schedule (for example, to replace another employee who is absent), but for not more than two consecutive weeks.

6.1.3 Availability During Inclement Weather: The appropriate bargaining unit member recognizes the responsibility to respond to snow removal call-outs by the Village.

6.1.4 Procedure for Assigning Additional Hours: In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered on a rotational basis to employees in that job title. In the event no employee volunteers, the work shall be assigned on a rotating basis to employees in that job title.

6.1.5 Errors in Assigning Additional Hours: In the event the Village makes an error in the assignment of additional hours, the Village shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

6.1.6 Time Clocks: Employees shall punch in and out each day that they work. No employee shall punch in or out another employee's time card, nor shall a foreman direct or approve such action. If an employee cannot punch the employee's own time card, that employee shall notify the Superintendent of Public Works or the Clerk/Treasurer, or designee, as the case may be, to receive a time adjustment.

6.2 Notification of Absence

6.2.1 Tardiness: Tardiness is unacceptable. Hourly employees are paid for time worked. Employees shall call the Dispatcher before the start of the work day in the event that they will be late for work, except when they are unable to call due to circumstances beyond their control.

During any twelve-month period, for tardiness less than ten minutes, the first three instances may result in a verbal warning, the fourth instance in a written warning and the fifth instance in disciplinary action. For tardiness of greater than ten minutes, the first instance will result in a verbal warning, the second instance in a written warning and a third instance in disciplinary action. If there is a combination of tardy instances of less than ten minutes and more than ten minutes, two instances of less than ten minutes will be equivalent to one instance of more than ten minutes in applying the above progressive discipline.

6.2.2 Notification of Sick Leave: Employees shall notify the Village Dispatcher (or as directed by the Superintendent of Public Works or Clerk/Treasurer) at least fifteen minutes before the start of the work day for unscheduled absences. Failure to give such notification, unless beyond the control of the employee, shall result in loss of pay for that day.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Superintendent of Public Works or the Clerk/Treasurer, or designee, as the case may be, prior to leaving.

6.2.4 Excessive Absences: Excessive absences without justification or absences not covered by leave provided by the contract may be grounds for Disciplinary Action. Unpaid leave may be granted for absences not covered by the collective bargaining agreement, if justified by special/unusual circumstances at the discretion of the Superintendent of Public Works (public works) or the Clerk/Treasurer (office staff).

6.2.5 Job Abandonment: An employee who fails to call in for three consecutive workdays shall be considered to have abandoned the employee's job and to have voluntarily resigned, unless it is proven that the employee was unable to call in due to circumstances beyond the employee's control. Such employee will be subject to discharge in accordance with due process and Civil Service Laws.

6.3 Meal Periods & Break Periods

6.3.1 Meal Period: All employees will work eight hours plus have an unpaid lunch break of thirty minutes. Office workers at their option may take an additional 30 minutes of unpaid lunch break (one hour total) by extending their work day. Meal periods will normally be in the middle of the employee's workday unless otherwise directed by the Superintendent of Public Works or the Clerk/Treasurer as the case may be. The Superintendent of Public Works, Water Treatment Supervisor, Chief Sewer Plant Operator, Superintendent of Parks & Recreation, or Supervisor of Village Streets, as the case may be, may direct employees to remain on a worksite during the meal period so as to secure the worksite, otherwise, an employee may leave the work-site during the meal period.

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

6.3.2 Use of Vehicles: Employees who are away from their department in a Village vehicle may use the Village vehicle for transportation to a lunch location within the Village limits rather than return to their department to retrieve their own private vehicle. Due to public perceptions of public employees in official vehicles who appear to be on personal business, the MEA agrees that the Employer reserves the right to discipline employees if, without permission, their lunch break period exceeds the time allowed.

6.3.3 Rest Periods: All employees shall be allowed two fifteen-minute breaks (from cessation to resumption of work). The morning break shall be taken approximately in the middle of the first half of the employee's workday and the afternoon break shall be taken approximately in the middle of the second half of the employee's workday, except when the press of work requires that the breaks be taken at different times. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

Rest periods must be taken at the work-site and may not exceed the time allowed. Where a crew is working together, the Department Head, Supervisor, or crew leader, as the case may be, may direct the entire crew to take a break at the same time and/or at the work site, on the best schedule for the department or production.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Base Wage Rates: The schedule set forth below will be the applicable schedule for the period June 1, 2006 through May 31, 2009.

Job Title	6/1/2006	6/1/2007	6/1/2008
Senior Account Clerk	\$15.91	\$16.46	\$17.04
Account Clerk Typist	\$12.11	\$12.53	\$12.97
Supervisor of Village Streets (refer to section 3.1.2)	\$17.73	\$18.35	\$18.99
Maintenance Mechanic - Streets	\$16.67	\$17.26	\$17.86
Motor Equipment Operator - Streets	\$12.78	\$13.23	\$13.69
Maintenance Mechanic - Parks	\$13.93	\$14.42	\$14.92
Water Treatment Plant Mechanic	\$15.57	\$16.11	\$16.68
Maintenance Mechanic - Water Treatment	\$13.18	\$13.92	\$14.92
Sewer Treatment Plant Operator	\$18.94	\$19.60	\$20.29
Maintenance Mechanic - Sewer Treatment	\$13.93	\$14.42	\$14.92
Laborer	\$11.07	\$11.46	\$11.86
Cleaner	\$8.94	\$9.26	\$9.58

7.1.2 New Hire Rate: A newly hired employee will receive 85% of the job rate. Upon completion of six continuous months of employment from date of hire the employee will receive 90% of the job rate. Upon completion of twelve continuous months of employment from date of hire the employee will receive 95% of the job rate. Upon completion of eighteen continuous months of employment from date of hire the employee will receive the job rate.

7.2 Premium Pay for Overtime

7.2.1 Overtime Rate: All hours in excess of forty hours worked in one week shall be paid at time and one-half.

7.2.2 Credit for Paid Leave: Holidays, vacation leave, sick leave, personal leave, bereavement leave and jury duty leave, which precede overtime shall be counted as days worked in the computation of overtime.

It is agreed that there may be cases where it is necessary for an employee to use personal or unpaid leave, in the interest of safety and health, following an extended work period. Therefore, personal leave shall be counted as time worked only in the event that an employee worked 17 or more consecutive hours during the previous 24 hour period. If an employee chooses to take unpaid leave following a work period of 17 or more consecutive hours, the overtime hours of the extended work period will be paid at time and one-half. Employees must notify the Superintendent or Village Dispatcher in advance if they intend to use personal or unpaid leave after an extended work period.

7.3 Shift Differentials

7.3.1 Between 11 a.m. and 7 a.m.: Employees whose normal weekly work schedule includes one or more work days beginning after 11am or before 7am will receive an hourly wage rate increase of 10% for that shift. An employee who is regularly scheduled to such hours will receive the differential for all paid leave.

7.3.2 Saturday and Sunday: Employees whose weekly schedule includes either Saturday or Sunday will receive an hourly wage rate increase of 20% for those hours worked on Saturday and/or Sunday. Employees required to work part-time on weekends or holidays, but whose normal work schedule includes 40 hours of work Monday through Friday, will be paid under the provisions for overtime and or not eligible for the 20% wage increase.

7.4 Call-Outs

7.4.1 Definition: An emergency callout is defined as any period of work other than the employee's regularly scheduled hours and days, which is not known by the employee prior to the completion of the employee's last regularly scheduled work shift. *Previous agreements on 3 hour minimum pay for weekend water and sewer departments work will remain in effect, if the Village continues to cover weekends by this method.*

7.4.2 Compensation: An emergency callout shall be guaranteed a minimum of three hours pay at time and one-half. If the emergency callout overlaps the regular work schedule, straight time pay shall begin at the end of the three hour period. If, at any time during the three hour emergency callout period, an employee is unavailable for work, the employee will receive compensation only for the time actually worked. The three hour guarantee stated above applies only when there is an actual emergency callout and not to cases where employees remain at work on overtime. During an emergency callout period, employees may be assigned to more than one task for which they are qualified.

7.4.3 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee arrives at the time clock.

7.4.4 Meal Allowance: The Employer will pay for one meal, up to \$6.00, on all emergency callouts over four hours.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: In consultation with the MEA, the holidays listed below will be observed on the day designated by the Board of Trustees in April of each year.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Grand Prix Festival
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

8.1.2 Birthday: In addition to the designated holidays listed in 8.1.1, an employee who has completed one continuous year of full-time employment will receive the employee's birthday as a "designated holiday". The employee must receive prior approval from the Superintendent of Public Works or the Clerk/Treasurer, as the case may be, to take the day off. The request must be submitted, in writing, at least one week in advance. The birthday holiday must be taken in whole-day increments within the calendar week that it occurs, unless work requirements prevent the employee from taking the time off. In such circumstance, the employee must take the time off within thirty workdays of the employee's birthday.

8.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Superintendent of Public Works or the Clerk/Treasurer, as the case may be. For example, if the holiday occurs on a Friday and that day and the following Saturday are the employee's regularly scheduled days off, the employee would observe the holiday on the preceding Thursday or following Sunday, as determined by the Superintendent of Public Works or the Clerk/Treasurer, as the case may be.

8.1.4 Holiday Pay: An employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. An employee is eligible for holiday pay (excluding birthday and floating holidays) upon the first day of employment.

8.1.5 Assigned to Work on a Holiday: An employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" or, with the approval of the Superintendent of Public Works or the Clerk/Treasurer, as the case may be, the employee will be paid for all hours worked at the employee's regular rate of pay and schedule another mutually agreed upon day off with pay within *three months* following the holiday.

8.1.6 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

8.2 Vacation Leave

8.2.1 Allowance (Accrual System): An employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER MONTH
Upon hire	6.67 hours (equals 80 hours/year)
Upon start of 5 th year of continuous service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of continuous service	13.33 hours (equals 160 hours/year)
Upon start of 18 th year of continuous service (hired before 6-1-2006 only)	16.67 hours (equals 200 hours/year)

For example, an employee who has completed four years of continuous service on February 26th will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on September 5th will see an increase from 10 hours per month to 13.33 hours per month on October 1st.

8.2.2 New Employees: A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

8.2.3 Accrual During Leaves of Absence: An employee receiving the Workers' Compensation benefit shall be considered on the payroll for purposes of accruing vacation. Otherwise, an employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

8.2.4 Accumulation: An employee may accumulate vacation leave credits to a maximum of four hundred hours. Any vacation credits in excess of four hundred hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

8.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any fiscal year (June 1 through May 31). Payment will be made within the pay period following the date the request was made. Payment will be at the employee's then current rate of pay.

8.2.6 Scheduling: Written requests shall be given to the Superintendent of Public Works or Clerk Treasurer, as the case may be, at least one week in advance, for three or more consecutive days of vacation. All vacation time must be approved in advance and will not be used to cover unscheduled absences after the fact. The Superintendent of Public Works or Clerk Treasurer, as the case may be, has the right to refuse or approve all requests in the best interest of the department. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. An employee may take vacation leave only after it has been credited. Vacation leave may not be used in increments of less than two-hour increments.

8.2.7 Termination of Employment: In the event the employee resigns, retires, or is laid off, the employee will be compensated at the employee's then current regular rate of pay for vacation days earned but not used. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Village will pay the employee's estate for any unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): During the first five years of consecutive employment, an employee will be credited with eight hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of four hundred and eighty hours.

At the commencement of an employee's sixth year to retirement, an employee will be credited with ten hours of paid sick leave at the end of each month. An employee may accumulate sick leave credits to a maximum of fifteen hundred and twenty hours (190 eight-hour days). Any sick leave credits in excess of the maximum will be cancelled.

8.3.2 Accrual during Leaves of Absence: An employee receiving the Workers' Compensation benefit shall be considered on the payroll for purposes of accruing sick leave credits. Otherwise, an employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

8.3.3 Use of Sick Leave: An employee may be absent from duty for personal illness and illness in the immediate family. These leave programs are designed for emergency use only and no interpretation shall be made that these leave programs grant personnel the right to be absent without justification. Sick leave is allowed to be used by employees for their own medical or dental appointments or examinations. An employee may take paid sick leave only after it has been credited. All leaves shall be allowed in one to eight hour units.

For purposes of family sick leave, "immediate family" shall mean the employee's parent, spouse, child, grandparent, and spouse's parent, or any person with whom the employee makes a primary residence. Employees may use a maximum of sixteen hours of sick leave credits per year for the purpose of transporting their immediate family to medical or dental appointments or examinations. This limitation may be waived in unusual circumstances upon written request to the Clerk/Treasurer, who will explain the request to the Board of Trustees in executive session.

8.3.4 Notification of Sick Leave: Employees shall notify the Village Dispatcher (or as directed by the Superintendent of Public Works or Clerk/Treasurer) at least fifteen minutes before the start of the work day for unscheduled absences. Failure to give such notification, unless beyond the control of the employee, shall result in loss of pay for that day.

8.3.5 Medical Verification: The Village may require medical verification of an employee's absence where the employee is demonstrating a pattern of sick leave abuse. The Village may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

8.3.6 Use of Accumulated Sick Leave Credits: An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits and Workers' Compensation Benefits).
- Continuation of medical insurance. The Village will continue to contribute toward the monthly premium for as long as the employee is drawing full pay from the employee's sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits toward monthly premium payments during retirement.

8.3.7 Retirement Credit: The Village will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

8.3.8 Retirement Cash-Out or Premium Payments: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System can choose either cash reimbursement in monthly installments or payment of medical insurance premiums until sick leave credits are exhausted. An employee who elects to receive cash payment will receive payments valued at one-tenth of the employee's accumulated sick leave at the employee's rate of pay at the time of retirement. For an employee who elects to apply accumulated sick leave credits toward monthly premium payments for medical insurance, the Village will establish an account equal to the sick leave credits multiplied times the employee's rate of pay at the time of retirement. All such unused sick leave will be used to pay fifty percent of medical insurance premium until the sick leave credits are exhausted. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium. Former employees choosing insurance premium payments will be notified of insurance rate reductions or increases.

8.3.9 Termination of Employment: An employee who resigns, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

8.4 Personal Leave

8.4.1 Allowance: Personal leave shall be deducted from sick leave accumulation. A maximum of twenty-four hours per year of personal leave is allowed.

8.4.2 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

8.4.3 Scheduling: An employee shall notify the Village Dispatcher at least fifteen minutes before the start of the work day when the employee intends to be absent for a personal day not previously approved. In an emergency situation, a written notification is permitted after the leave has been taken. All leaves shall be allowed in one to eight hour units.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of an employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to five scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)

8.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Grandparent
- Spouse's Parent
- Child's Spouse

8.5.3 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Superintendent of Public Works or the Clerk/Treasurer, as the case may be. The Superintendent of Public Works or the Clerk/Treasurer, as the case may be, shall have total discretion in the approval of such additional bereavement leave.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Public Works or the Clerk/Treasurer, as the case may be.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

9 UNPAID LEAVE

9.1 Leaves of Absence Without Pay

9.1.1 General Terms: An employee may be allowed a leave of absence of up to thirty calendar days without pay if: 1) the employee makes a written request stating the reason to the Clerk/Treasurer, who will explain the request to the Board of Trustees in executive session; and, 2) the Employer believes the leave is justified. The Superintendent of Public Works or the Clerk/Treasurer, as the case may be, will be notified of granted leaves of absence.

9.1.2 Continuation of Benefits: All service related benefits will not be lost due to a leave of absence, however, sick leave, vacation and seniority will not accrue during a leave and holidays occurring during the leave will be lost.

9.1.3 Extensions: An employee may be allowed one additional thirty calendar day extension on a leave of absence without pay. This may be granted only under unusual and extenuating circumstances. Seniority will not be lost due to the thirty-day extension. The employee must pay the medical insurance premium prevailing at the time of the extension.

9.1.4 Failure to Return from Leave: An employee granted leave under this provision will be considered as having resigned if the employee does not return to work at the end of the granted leave period.

10 INSURANCE

10.1 Medical & Dental Insurance

10.1.1 Insurance Plan: The Village will make available major medical, hospital and surgical insurance, a prescription drug plan, and a dental plan to each eligible regular full-time employee and the employee's eligible family. In no event shall the Village be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical or dental bill or expense that is not covered or reimbursed by the insurance plan.

10.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following the employee's first day of employment, provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service and the insurance carrier.

10.1.3 Change in Insurance Plans: The Village may change the plan carrier and/or offer alternative plans in place of the current plans, provided the alternative plan's benefit structure is substantially equivalent to the current plan.

10.1.4 Premium Payment: Effective October 1, 2006, the Village will pay eighty-six percent and the employee will pay fourteen percent of the monthly premium for individual, two-person, or family medical and dental coverage, as the case may be. The employee's contribution to the medical insurance premium will be deducted from the employee's regular paycheck on a pre-tax basis.

10.2 Pre-Tax Medical & Dependent Care Accounts

10.2.1 Premiums and Medical Care Expenses: The Employer agrees to provide a pre-tax contribution program designed to allow employees who so choose to pay the employee share of medical insurance costs prior to the calculation of income tax, where consistent with State and Federal tax law. Further, an employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA). Money set aside in an employee's medical care account may be used to cover certain medical, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s).

10.2.2 Dependent Care Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a dependent care flexible spending account (FSA). Money set aside in an employee's dependent care account may be used to cover eligible day care and nursery school expenses for covered dependents.

10.2.3 Election Changes: Eligible employees may enroll or decline coverage in the flexible spending accounts during the annual open enrollment period. Once an election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one calendar days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10.3 Medical Insurance Buy-Out

10.3.1 Eligibility: The covered employees agree to complete a coordination of benefits form by July 1st of each year, detailing all other health insurance policies in effect for themselves and covered family members. A regular full-time employee who is eligible for medical insurance coverage made available through the Employer may receive a cash buy-out in lieu of receiving medical insurance benefits. An employee who was not enrolled in the Village-sponsored plan but was enrolled in the employee's spouse's plan on March 1, 2006 is not eligible for this buy-out provision.

The employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage. In the event an employee is married to another employee of the Employer who is eligible for medical insurance, they must enroll in either two individual plans or the same plan (two-person or family) and will not be eligible for this buy-out.

10.3.2 Amount of Buy-Out: The employee will receive forty percent of the Employer's annual premium contribution for the coverage the employee is eligible for (individual, two-person, or family). For example, if the Employer is contributing 80% of a \$13,000 premium for family coverage, or \$10,400, the amount of the buy-out would be 40% of \$10,400, or \$4160. The buy-out is subject to applicable taxes.

10.3.3 Method of Payment: Partial payment of the buy-out will be made in the employee's regular biweekly paycheck for each pay-period the employee is eligible for the buy-out.

10.3.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under one of the medical insurance plans made available through the Employer. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

10.4 Workers' Compensation Insurance

10.4.1 Coverage: In accordance with New York State law, the Employer agrees to maintain insurance coverage for eligible employees who are injured or become ill because of the job (Workers' Compensation). The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

10.4.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave.

10.4.3 Continuation of Medical Insurance: The Employer will continue to make its contributions for medical insurance coverage for an employee who is receiving Workers' Compensation payments for lost time for a maximum of twenty-six weeks for a given injury or illness, provided the employee makes the required employee contribution. Thereafter, the Employer will continue to make its contributions for medical insurance coverage only if the employee is drawing full pay by using accrued sick leave credits, provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

10.5 Short-Term Disability Insurance

10.5.1 Coverage: The Employer will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

10.5.2 Premium Payment: The Village will pay the full premium for short-term disability insurance for each eligible employee.

10.5.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

10.5.4 Continuation of Medical Insurance: Health insurance payments will be provided by the Employer during the period the employee has accrued sick leave, and for one month thereafter, provided the employee makes the required employee contribution. Beyond this period, the employee is responsible for the payment of medical insurance premiums in accordance with COBRA.

11 TRANSITIONAL DUTY

11.1 Transitional Duty Program

11.1.1 Preamble: The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Employer and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Employer, the Employer may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

11.1.2 Eligibility: The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Employer. The Employer shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Employer may be subject to appropriate disciplinary action.

11.1.3 Transitional Duty Assignment: The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

11.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and benefits.

11.1.5 Duration of Assignment: A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Employer may require a medical examination ordered by the Employer as a condition of allowing the employee to return to full duties.

11.1.6 Refusal of Assignment: In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination.

12 RETIREMENT BENEFITS

12.1 Medical Insurance for Retired Employees

12.1.1 Coverage: The Village offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Village employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Village's medical insurance plan on the retiree's last date of employment with the Village. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA. In the case of a widowed spouse of a retiree, the surviving spouse shall pay 100 percent of the premium cost of medical insurance should the spouse choose to remain on the plan.

12.1.2 Eligibility: The retiree must meet all of these requirements: 1) have at least **fifteen** years of continuous service with the Village; 2) be at least fifty-five years of age; 3) retire directly from the Village; and, 4) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

12.1.3 Plan: For a retiree who is not eligible for Medicare, the Village will make available the same medical insurance and prescription drug plan under the same terms and conditions as it makes for active employees, as if the retiree were still actively employed by the Village.

12.1.4 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Village will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Village. The Village will NOT reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

12.1.5 Premium Payment: For an employee who has completed at least twenty years of continuous service with the Village, the Village will pay fifty percent of the medical insurance and prescription drug plan for individual or family coverage, as the case may be. For an employee who has completed at least fifteen years but less than twenty years of continuous service with the Village, the Village will pay twenty-five percent of the medical insurance and prescription drug plan for individual or family coverage, as the case may be.

12.1.6 Use of Sick Leave Accruals: Upon retirement, an employee who retires from the Village and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System can choose either cash reimbursement or payment of medical insurance premiums until sick leave credits are exhausted. An employee who elects to receive cash payment will receive payments valued at one-tenth of the employee's accumulated sick leave at the employee's rate of pay at the time of retirement. For an employee who elects to apply accumulated sick leave credits toward monthly premium payments for medical insurance, the Village will establish an account equal to the sick leave credits multiplied times the employee's rate of pay at the time of retirement. After sick leave credits have been exhausted, the Village will pay fifty percent and the retiree will pay fifty percent of the premium.

13 GENERAL PROVISIONS

13.1 Work Accouterments

13.1.1 Work-Related Clothing: The Employer will provide work related clothing as per the attached itemized listing (by department and title) agreed upon between the MEA work clothing committee and the Superintendent. Subsequent changes during the term of the agreement would require Board approval.

Employees agree that the Village may place an identifying statement such as: "Village of Watkins Glen" on each item of clothing, and that the items of clothing will not be used for personal use.

Employees will be held accountable for equipment and clothing and will return items at the completion of their employment. Old items shall be submitted to the Superintendent and new items will be purchased through Central Purchasing. Replacement of lost clothing will be at the expense of the employee.

13.1.2 Safety Glasses: Safety glasses or prescription glasses broken or damaged on the job will be replaced at the Employer's expense under the following procedures: The employee will immediately notify the Superintendent of Public Works or the Clerk/Treasurer, as the case may be, who will verify the broken or damaged glasses. The employee will call or visit an optical firm that is a participating provider under the Village health insurance plan to replace or repair the glasses. Any costs not covered by the insurance plan will be reimbursed by the Employer, other than the normal participating provider co-payment, if applicable. Should an employee choose to have the glasses replaced or repaired by a non-participating Village health insurance provider, the employee will be responsible for the co-payment portion of the cost. In cases where insurance will not cover costs, the Employer reserves the right to designate the provider of the glasses.

13.1.3 Safety Equipment: All employees are expected to wear or use safety equipment if required. An employee found on the job not wearing or using required safety items will be ordered off the job site and allowed no more than one hour to return to the job site with all necessary gear. Should the employee violate these conditions a second time, the employee will be sent home with no pay for the remainder of that day. A third violation will result in a three-day suspension without pay. A fourth violation could lead to dismissal.

13.2 Workplace Safety

13.2.1 Safety Meetings: Unless absent on a granted leave, all employees are required to attend scheduled safety meetings. Failure to attend without prior permission of the Employer will subject the employee to a three-day suspension without pay.

13.3 Service Recognition

13.3.1 Service Recognition Program: The MEA and the Board of Trustees will each appoint a committee to administer a service recognition program. The Village will dedicate five hundred dollars each fiscal year to fund the event.

14 DUE PROCESS PROCEDURES

14.1 Grievance Procedure

14.1.1 Definition: For the purpose of this Collective Bargaining Agreement, the word "Grievance" means any claimed violation, misinterpretation or inequitable application of the expressed terms of this Collective Bargaining Agreement.

14.1.2 Procedure: The grievance procedure shall consist of the following steps:

Step 1. The MEA's representative may discuss a grievance of an employee with the Superintendent of Public Works or the Clerk/Treasurer, as the case may be. A grievance must be filed or discussed within thirty calendar days from the date of the incident being grieved.

Step 2. If the grievance is not settled at Step 1 to the satisfaction of the MEA within five working days, it will thereafter be submitted in the form of a written statement by the MEA's representative to the Superintendent of Public Works or the Clerk/Treasurer, as the case may be. The written statement shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated, a statement of facts, times and dates, and the remedy sought.

Step 3. If the grievance is not settled at Step 2 to the satisfaction of the MEA within ten working days, the grievance may thereafter be referred to the Village Board. A meeting between two representatives of the MEA and two representatives of the Village will be arranged to discuss the grievance(s). A decision is required from the Village within ten working days after the receipt of the appeal.

Step 4. If the MEA does not accept the decision at Step 3, the MEA or its representative, within ten working days after the decision at Step 3 was received, or when the Step 3 response should have been received, may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within ten calendar days from receiving the Step Three response or when the Step Three 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. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The Village and the Association shall share the fees of the arbitrator equally.

14.1.3 Release Time for Aggrieved Employees: An employee who is party to a grievance will be allowed release time, without loss of pay or leave credits, to attend grievance hearings and arbitration hearings (class action grievances are excluded from this provision). An employee who must appear as a witness at an improper practice conference or hearing before the Public Employment Relations Board will be allowed release time, without loss of pay or leave credits.

14.2 Disciplinary Actions

14.2.1 Major Offenses: Offenses such as insubordination, misuse of Village property, theft, assault, sleeping on the job, alcohol or drug use, or violation of the "Village Drug Free Work Place Policy" (as approved and distributed) will be subject to immediate disciplinary action and/or discharge in accordance with due process and Section 75 of Civil Service Law.

14.2.2 Corrective and Progressive Discipline: Any employee who repeatedly violates any of the aforementioned rules or combination of the rules will be subject to disciplinary action and/or discharge in accordance with due process and Section 75 of Civil Service Law. Normally, for minor offenses, the pattern of discipline will be an oral warning for the first offense, a written warning for second offense, and a disciplinary layoff/suspension and/or discharge for the third or additional offenses within any period of eighteen months. This progressive services of penalties will not apply to major offenses such as those discussed in the above paragraph.

15 APPLICATION OF AGREEMENT

15.1 Duration of Agreement

15.1.1 This collective bargaining agreement shall be effective from June 1, 2006 through May 31, 2009, unless otherwise agreed to by the parties.

15.2 Complete Agreement

15.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Village and may not be submitted to the grievance and arbitration procedure, however, the Village recognizes the right of the MEA to file an improper practice charge against the Village for a unilateral change in an established term or condition of employment.

15.3 Savings Clause

15.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

15.3.2 Upon the issuance of such decision, the Village and the MEA shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

15.4 Legislative Action

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.

15.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on December __, 2006.

VILLAGE OF WATKINS GLEN

**MUNICIPAL EMPLOYEES ASSOCIATION
OF WATKINS GLEN**

**Judith H. Phillips
Mayor**

**Martin Pierce
President**

**Donna J. Beardsley
Clerk/Treasurer**

**Dianna Overhiser
Negotiating Team Member**

**Michael A. Richardson
Labor Relations Consultant**

SIDE BAR LETTER

The Village of Watkins Glen and the Municipal Employees Association of Watkins Glen in determining whether a change in the medical and/or dental insurance plan's benefit structure is substantially equivalent to the current plan, as set forth at 10.1.3 of the 6/1/03 -5/31/09 collective bargaining agreement, shall be decided by comparing the proposed change in the medical and/or dental plan(s) to the medical and dental plan referenced and incorporated hereto by reference:

Chemung County Insurance Department
2006 Health Insurance Benefits for Towns & Villages
Indemnity Plan

Disputes as to said proposed changes shall be resolved through the grievance procedure extant in the parties' collective bargaining agreement.

SIGNED:

_____ Date:
Behalf of Village of Watkins Glen

_____ Date:
Behalf of Municipal Employees
Association of Watkins Glen