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Union: **International Brotherhood of Teamsters (IBT)**

Local: **Local 118**

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BC/8224

CONTRACT

COPY

Between

VILLAGE OF SODUS POINT

And

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 118

June 1, 2007 – May 31, 2009

RECEIVED

JUL 24 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

7

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PREAMBLE

It shall be the policy of the VILLAGE OF SODUS POINT and the Teamsters Local Union 118, and the purpose of this Agreement to promote harmonious and cooperative relationships between the Village and the Union, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government. This Agreement is made between the VILLAGE OF SODUS POINT, hereinafter referred to as the "Employer" and the Teamsters Local Union 118, hereinafter referred to as the "Union." This Agreement represents the entire Agreement and understanding of the parties on all issues.

ARTICLE 1

RECOGNITION

Section 1

The Employer agrees that the Teamsters Local 118 shall be the sole and exclusive representative for all employees described herein for the purpose of collective bargaining and grievances.

Section 2

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

Section 3

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

ARTICLE 2

COLLECTIVE BARGAINING UNIT

Section 1

Teamsters Local Union 118 shall be the exclusive collective bargaining representative for all employees of the Highway, Water and Sewer Departments, as set forth in the P.E.R.B. certification. Excluded from the bargaining unit are all elective and appointive officials, all salaried employees, all community center employees, all police officers, the Village Clerk, and office personnel.

ARTICLE 3

UNION SECURITY AND CHECKOFF

Section 1

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

Section 2

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

Section 3

In accordance with the policy set forth in this Article, all employees shall, as a condition of continued employment, pay to the Local Union the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union which shall be limited to an amount of money equal to the Local Unions regular and usual initiation fees and its regular and usual dues. This is referred to in Section 5 below.

Section 4

The Employer shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the Employees (a copy of which is to be retained by the Village) and a statement from the Secretary-Treasurer of the Local Union as to the amount for dues. The Employer shall forward all such dues and initiation fees so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. For example, the Union will render a billing in October, 1990, for November, 1990, dues.

Section 5

All Employees, who are covered by the terms of this contract, and are not members of the Teamsters Local 118 shall pay an agency fee to the Union. The agency fee will be deducted from the non-member's salary each pay period and shall continue to be deducted as long as this contract is in effect and the employee remains an employee of the Village of Sodus Point and covered by this Contract. The amount of the agency fee will be equivalent to the amount paid as Union dues and initiation fees by those employees who are members of the Union. See Section 3 above.

Section 6

The Union shall indemnify and save the Village harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and initiation fees and remitting the same to the Union pursuant to this Article.

Section 7

If any provision of this Article is invalid under the law of any state

wherein this Agreement is executed, such provision shall be renegotiated in an effort to comply with the requirements of State law. If such negotiations shall not result in mutually satisfactory agreement, wither party shall be permitted all legal and economic recourse.

ARTICLE 4

RIGHT OF TEAMSTERS LOCAL UNION NO. 118

Section 1

The Teamsters Local 118 shall have a sole and exclusive right to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Public Employees Fair Employment Act: under any other applicable law, rule, regulation or statute; under the terms and conditions of this Agreement; to designate it own representatives and to appear before any appropriate official of the Employer to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is appropriate.

ARTICLE 5

RIGHTS OF EMPLOYEES

Section 1

Employees may join and take an active role in the activities of the Teamsters Local Union No. 118 which are not prohibited by law without fear of disciplinary action from the Village or its agents.

Section 2

In the case of disciplinary action or investigation and/or disciplinary interview, or hearing against an employee who is a member of the bargaining

unit, the employee may choose his own representative or appear alone in any proceeding, and Teamsters Local Union No. 118 shall be allowed to have a representative present at such proceeding.

Section 3

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

ARTICLE 6

MANAGEMENT RIGHTS

The employer retains the right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, process, and means used in operating its business and services, and the control of the building, real estate, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services, to determine whether and to what extent, the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement to maintain order and efficiency in all its departments and operations, including the right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote, and determine the starting and quitting time, and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

ARTICLE 7

WAGES

Section 1

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

ARTICLE 8

HOURS OF WORK

Section 1

The basic workday for all departments shall continue as is and shall include two (2) rest periods not to exceed fifteen (15) minutes each and a lunch period not to exceed thirty (30) minutes, for any employee or group of employees, in the bargaining unit.

Section 2

The hours of work for the highway and water and sewer departments may be altered by mutual agreement of the Village and Union. Overtime may be required by Village.

Section 3

Department personnel may choose shifts, according to seniority. In the event an emergency exists, the Village may set schedules.

Section 4

Any employee who is a volunteer Fireman/EMS person shall be paid while responding to a legitimate emergency call during scheduled work hours.

ARTICLE 9

OVERTIME

Section 1

Employees shall receive overtime compensation at the rate of time and one-half of the employee's regular straight time hourly rate for any work in excess of an 8 hour day. In lieu of overtime pay, an employee may request compensatory time at time and one-half. Such time must be taken within the twelve (12) months from the date the compensatory time was earned, and must be scheduled in advance with the Commissioner who shall not unreasonably deny any request. The employee shall request comp time at least one week in advance.

Example: Compensatory time earned August 1, 2003
Compensatory time must be taken by July 31, 2004

Compensatory time will not be used to fulfill the eight (8) hour requirement for overtime. This provision will not apply to call-ins however.

Section 2

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

Section 3

Holidays not worked shall be credited as days worked in the work week in which they occur. Holidays worked shall be compensated at time and one-half.

ARTICLE 10

HOLIDAYS

Section 1

Holidays recognized and observed.

A. The following days shall be recognized and observed as paid holidays:

New Years Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Fourth of July
Labor Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Four hours on Christmas Eve	Christmas Day.

The employees shall have two (2) floating holidays as established by the Village.

B. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

C. An employee must have worked his last scheduled work day prior to the holiday and his first scheduled work day after the holiday to receive compensation for the holiday, unless he was off because of illness, vacation, personal leave, or another reason which is acceptable to the Commissioner.

D. If an employee is required to work on a holiday, he shall have compensatory time off in accordance with the Overtime Policy set forth above, or pay, at employee's option.

E. Employees who are on vacation over a recognized holiday will have their vacation extended one day. If a holiday falls when an employee is off sick, he will not be charged with a sick day, but will be paid for the holiday.

ARTICLE 11

VACATIONS, LEAVE, ETC.

Section 1 - Vacations

A. Upon completion of the following full years of continuous service an employee will be credited on said employee's anniversary date of

employment with the Village, with vacation in accordance with the following schedule:

0 to 1 year	No vacations
1 to 5 years	10 work days
During the 6th year	12 work days
During the 7th year	15 work days
During the 8th year	16 work days
During the 9th year	17 work days
During the 10th year	18 work days
During the 11th year	19 work days
During the 12th year	20 work days

Effective June 1, 1996 employees with more than 12 years of service shall receive 1 additional paid vacation day for each year of service over 12 years. i.e. an employee with 19 years of service in 1996 shall be paid 27 days of vacation in 1996, 28 days in 1997, 29 days in 1998, etc.

B. Up to a maximum of five (5) work days credit may be accumulated and carried over the next year of employment but, must be used in that year.

C. The immediate Commissioner will give written notice to the Village Clerk of vacations granted to employees throughout the entire year.

D. The vacation period shall be based on the employee's date of employment. Vacations shall be scheduled by the respective Commissioner, giving preference to the employee choice according to seniority.

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

Section 2 - Bereavement Leave

A. An employee who has a death in the immediate family (spouse, parents, step-parents, children, stepchildren, sister, brother grandchildren, parents-in-law, grandparents, son-in-law, daughter-in-law, or other relative who is an actual member of the employee's household) shall be grant a leave of absence with full pay for a maximum of three (3) consecutive work days, but not beyond the day of the funeral, provided the employee was scheduled to work such days.

B. In the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle or spouse's grandparents, the employee shall be excused from work at his request to attend the funeral, and shall be paid for the day of the funeral, provided the employee was regularly scheduled to work the day of the funeral.

Section 3 - Personal Leave

A. All employees, will become eligible for and receive five (5) days personal leave after one (1) year of continuous service, and also become eligible and receive the same allowance for each succeeding year of employment.

B. Personal leave shall not be cumulative from year to year.

C. Application for personal leave must be requested by an employee at least twenty-four (24) hours in advance of the time requested in order for the immediate supervisor to arrange work coverage. In cases of emergency, the advance notice may be waived by the immediate supervisor.

D. Leave under this Section shall not be used for the purpose of extending holiday or vacation leaves. In general it shall be used in connection with matters which cannot be taken care of outside of regular working hours and for reasons of a serious enough nature as to cause undue hardship. Such reasons as recreation, social, shopping activities, and appointments that can be made during non-working hours are not valid reasons for such leave. Leave may be granted in segments of not less than two (2) hours. Reasons for the use of the leave must be given by the employee, if leave is requested for the day preceding or following a holiday or vacation leave. The Commissioner reserves the right to regulate the taking of personal leave, so as not to disrupt the service to the public, and may override the decision of the immediate Supervisor.

Section 4 - Jury Duty

A. Employees shall be granted a leave of absence with pay on any time they are required to report for jury duty or service. For the purpose of this section, pay shall mean regular base pay less daily jury rate.

B. Employees are expected to work all available reasonable hours outside of those actually required for jury duty, or jury duty examination in accordance with the employee's regular work schedule.

Section 5 - Civil Service Examinations

A. When an employee is scheduled to work, he shall be allowed time off with pay to take open competitive and promotional Civil Service Examinations, but only such examinations which would result in employment by the Village. The employee shall submit proof that he took said examinations.

Section 6 - Military Service Leave

A. Any employee who is required to render ordered military or naval duty shall be granted military leave of absence with no loss of time or pay not to exceed thirty (30) calendar days in a calendar year. Pursuant to the Military Law, Section 242 and 243. Employees on Reserve Status who are on schooling programs that require additional time, up to six (6) months each four (4) years, shall be granted such time off without pay.

B. Employees shall exhibit official military orders to their supervisors as soon as received.

Section 7 - Training Schools

A. The Village Board encourages all employees to attend training schools pertaining to the employee's job classification, as they become scheduled by various state or private agencies. Attendance at such schools will be at the expense of the Village, provided however, the Village Board must approve attendance, tuition payment, and accommodation expense in advance. There will be no pay penalty to the employee.

ARTICLE 12

SICK LEAVE

Section 1 - Eligibility

A. Employees shall be eligible for sick leave after sixty (60) days service with the Employer.

B. An employee shall be entitled to earn sick leave at the rate of one (1) working day per month on continuous employment, and paid sick leave shall be allowed to accumulate to a maximum of one hundred sixty-five(165) days to be held as credit for the employee for future sick leave use with pay. However, only one hundred (100) days maximum of unused sick leave shall be paid-in-full to an employee at time of retirement .

C. Employees shall start to earn sick leave from their date of hire, on a full-time basis and they shall accumulate sick leave as long as they are in the full service of the Employer, within the limits of Section B.

D. An employee may be required by the Employer to produce a doctor's certificate after three (3) consecutive days of sickness or disability.

E. All time which an employee is credited with sick leave shall be considered as time worked.

F. In the event of a compensable accident or illness where disability payments are made in accordance with the provisions of the New York State Compensation Act, the Village shall be responsible to such employee for the amount of difference between the benefits paid him by the Compensation Insurance and the amount of pay to which he would have been entitled under regular sick-leave pay and such payment shall continue until all accumulated sick-leave time is exhausted. Furthermore, with regard to the foregoing, only that sick leave shall be charged to the employee as represented by the actual moneys paid to him for the monetary value of his accumulated sick leave.

G. An employee receiving benefits under the New York State Worker's Compensation Law shall have his position held open as required by Law.

Section 2

ALLOWANCE

A. Any employee contracting or incurring any non-service connected sickness or disability who is quarantined by the Health Authorities, or who must make medical visits during working hours as a result of any illness or injury, may use his accumulated sick leave.

B. An employee who leaves the Village for reasons other than retirement shall be paid all unused sick leave up to one-hundred sixty-five (165) days.

ARTICLE 13

UNPAID LEAVE

Section 1 - Eligibility

A. The Village Board may permit, on request, leave of absence without pay. Employees shall be eligible for consideration for leave after the completion of one (1) year of employment.

Section 2

MATERNITY LEAVES

A. After use of paid sick leave as set forth in Article IV, pregnant employees shall be granted a leave of absence without pay for a period of time not to exceed six (6) months which may be extended by the Employer.

B. A statement from the pregnant employee's physician must be forwarded to the Employer.

C. After delivery of the baby, the employee may return on the date recommended by her physician, provided a written doctor's statement is submitted to the Employer certifying that she is fully employable and ready to resume her full duties.

Section 3

CIVIL DUTY

A. Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant, shall be granted a leave without pay for the period necessary

ARTICLE 14

COMPENSATION

Section 1 - Pay Period

A. The weekly pay period extends from Monday through Sunday. Timecards are to be certified and in the possession of the Village Clerk no later than 9:30 A.M. each Tuesday. If Tuesday is a recognized holiday, timecards must be submitted by 9:30 AM on Wednesday.

Section 2 - Car Allowance

A. Employees who are obligated to use their personal automobile on official business authorized by applicable commissioner or Mayor will be reimbursed at the current approved IRS rate per mile. In order to reimburse, the employee must present a Village voucher for audit to the Village Board.

ARTICLE 15

HEALTH BENEFITS

The Village will provide health insurance (medical, RX, dental and vision) for all employees as stipulated in the Participation Agreement signed by the Village with the New York State Teamsters Council Health and Hospital Fund at no cost to the employees.

ARTICLE 16

RETIREMENT PLAN

Section 1

A. Any employee who works thirty (30) hours or more a week shall participate in the New York State Retirement System. All employees who join this plan after July 1, 1971, are subject to a three percent (3%) contribution to the Retirement System.

B. Vacation time accumulated up to twenty (20) work days, will be compensated for at the time of retirement.

C. All new employees must join the New York State Retirement System.

ARTICLE 17

OVERTIME

Section 1

Emergency call in for overtime should follow this order: Appropriate department foreman first, and employees of the appropriate department by seniority except in cases which warrant breaking the seniority order, in the sole discretion of the Commissioner, or in his absence, the foreman.

ARTICLE 18

SAFETY AND SANITARY CONDITIONS

Section 1

A. The Village agrees to use its best efforts to maintain sanitary, safe and healthful working conditions.

B. Employees covered hereby, in the performance of their jobs, shall at all times use safety devices and protective equipment which may be furnished to them hereunder and will comply with the safety and sanitary

regulations and follow all applicable laws and regulations.

C. Employees shall report any defective equipment to their Commissioner upon discovery.

Section 2

A. The Employer shall provide to each employee a work clothing allowance of up to \$200.00 per year and a work boot/shoe allowance of up to \$90.00 per year.

B. The Employer shall reserve the right to direct employees to their own supplier.

C. Regardless of whether the Employer is furnishing new Carhart bib coveralls and jacket due to (i) annual replacement or (ii) replacement due to damage while on the job, the Employer shall reserve the right to require the employee to turn in their old coveralls and jackets.

Section 3

When an employee receives compensation under the Workmen's Compensation Law, or to disability, he may elect in writing whether he desires to have sick leave with pay during the period of disability for which he received compensation. Such notice shall be filed with the Village Clerk. In the event he elects to take sick leave with pay during such disability, not exceeding his accumulated and unused sick leave time, he shall be paid the difference between what he received as compensation and his regular 40 hour rate of pay.

Section 4

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

B. Regardless of whether the Employer is furnishing new gloves due to (i) annual replacement or (ii) replacement due to damage while on-the-job, the Employer shall reserve the right to require the employees to turn in their old gloves.

Section 5

If an employee breaks or severely scratches his eyeglasses on the job, the Employer will reimburse the employee for the cost of replacing said eyeglasses.

Section 6

Safety collar tee-shirts and sweatshirts will be furnished at no cost to the employee.

Section 7

Foul weather gear (such as rain gear, hip boots and rubber boots) will be furnished on an as needed basis at no cost to the employee.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1

In the event that any difference or dispute should arise between the Village and the Union or members of the bargaining unit, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such difference immediately, provided however, a grievance in writing must be filed within eight (8) working days of the difference, dispute or event, or first knowledge thereof by the employee.

The effort to settle such grievance shall be:

1. Between the aggrieved employee, with or without the Steward, and the employee's commissioner. If no satisfactory agreement is reached within eight (8) working days, then,

2. Between the official of the Union, in conference with the Village Board. If no acceptable agreement is reached within an additional eight (8) working days, then
3. The matter may be referred to arbitration by the Village or the Union only.

Either party may within eight (8) days after the Step 2 meeting request the New York State Public Employment Relations Board to submit a list of arbitrators from which the parties may select an arbitrator. The arbitrator shall be limited to the issues presented and shall have no power to add to, subtract from or modify any of the terms of this Agreement or to establish or change any wage rate. The decision shall be final and binding. Any fees or administration charges for the arbitrator shall be borne equally by the Village and Union.

ARTICLE 20

NO DISCRIMINATION

Section 1

The Employer and the Teamsters Local Union No. 118 realize they have responsibility to promote and provide equal opportunities for employment, and as such it shall be the positive and continuing policy of the Employer and the Teamsters Local Union No. 118 to assure an equal opportunity in employment regardless of race, color, religion, sex, or national origin.

ARTICLE 21

SEVERABILITY

Section 1

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

ARTICLE 22

LEGISLATIVE ACTION

Section 1

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 23

DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in anyway prohibit the Village from discharging or otherwise disciplining any Village employee, regardless of seniority, for reasonable cause. Grounds for summary discharge shall include but not be limited to, drunkenness or drinking or carrying intoxicating beverages on the job, fighting on the job, dishonesty, careless use or abuse of Village property, insubordination, possession or use of nonprescription habit forming drugs while on the job, or negligence in the performance of duties. In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Union, with permission of the employee shall have the right to file a complaint, which must be in writing, with the Employer within eight (8) work days from the time of discharge. Said complaint will

be treated as a grievance, subject to the grievance and arbitration proceedings herein provided. If no complaint is filed within the time period specified, then said discharge shall be deemed to be absolute.

ARTICLE 24

SENIORITY

Section 1

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

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

Section 2

Promotion and filling of vacancies in non-competitive classification.

A. Whenever an opportunity for promotions occur or a job opening occurs in other than temporary situations in any existing non-competitive job

classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of two (2) work weeks.

B. During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the employee's Commissioner.

C. The Employer shall fill such job opening or vacancy from among those who applied whether or not such person is an employee, and meets the standards of the job. Such position shall be filled by selecting the most qualified applicant. In the event of applicant are equally qualified the positions shall be filled by an existing employee with seniority being the determining factor.

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

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

Section 4

Lay-off and bumping general.

A. In the event the employer plans to lay off employees for any reason, the employer shall notify the Union Steward as soon as possible and shall provide at least seven days prior notification.

B. When such actions involve non-competitive positions, temporary employees shall be laid off first, and then other employees shall be laid off in inverse order of seniority (as determined within the affected department). For competitive positions, layoffs shall be made in accordance with Civil Service Regulations.

C. Full-time employees to be laid off will be notified as soon as possible, and at least seven days prior to the effective date of lay off.

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

Section 5

Recall

When the work force is increased after a layoff, employees will be recalled as the employer decides, on a department by department basis, according to seniority within that department. Notice of recall shall be sent to the employee at his last known address by certified mail. The Union Steward shall be notified at the same time. If the employee fails to report to work within ten (10) working days from the date of mailing of notice of recall, he shall be deleted for all purposes as an employee hereunder. Recall rights for an employee shall expire twelve (12) months from the effective date of layoff. No new employee shall be hired in a department which has had layoffs until all employees on layoff status in that department have been asked to take such position, and have either refused, or have taken no action within the 10 day notice period.

ARTICLE 25

REOPENER

This Agreement shall be in effect commencing June 1, 2007 to and including May 31, 2009 and thereafter from year to year unless at least sixty

(60) days prior to such expiration date, notice is given in writing by either party of an intention to reopen and modify such Agreement. In the event notice of modification is given, the Agreement shall continue in effect until such modifications have been agreed upon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their duly authorized officer or representatives this day and year first above written.

VILLAGE OF SODUS POINT

TEAMSTERS LOCAL
UNION NO. 118

By: Michael J. Sullivan
Mayor

By: Donald D. Pini
Business

Agent

By: _____
Steward

APPENDIX A

WAGES

Effective June 1, 2007 a general wage increase of 3% to all bargaining unit employees.

Effective June 1, 2008 a general wage increase of 3% to all bargaining unit employees.

A stipend of \$250.00 shall be paid to all employees who successfully completes and receives certification of each Water Treatment Plant License. All employees who renew their certification of each Water Treatment Plant License will receive an additional \$250.00 stipend upon renewal.

A stipend of \$200.00 shall be paid to all employees who successfully completes and receives a commercial driver's license (CDL). All employees who renew their CDL will receive an additional \$200.00 stipend upon renewal.

A stipend of \$417.00 shall be paid to all employees who successfully completes and receives certification of each Sewer Treatment Operation License. All employees who renew their certification of each Sewer Treatment Operations License will receive an additional \$417.00 stipend upon renewal.