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**Contract Database Metadata Elements**

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**AGREEMENT**

By and between the

**VILLAGE OF EAST ROCHESTER**

And

**EAST ROCHESTER DEPARTMENT OF PUBLIC WORKS UNION  
CSEA LOCAL 1000 AFSCME, AFL-CIO**

6/1/07 -  
5/31/10

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

## **ARTICLE I: RECOGNITION**

### Section 1 – General Terms & Conditions

The Village of East Rochester, hereinafter known as the "Employer", hereby agrees to recognize for a period beginning June 1, 2007 and ending May 31, 2010, the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Monroe County Local 828, Village of East Rochester Department of Public Works Employee Unit, hereinafter known as the "Employee", as the sole and exclusive bargaining representative of the employees employed in the Department of Public Works with regard to rates of pay, wages, hours of employment and other terms and conditions of employment.

All employees shall receive a copy of the DPW contract that lists all benefits and includes the Code of Conduct.

The Union President or his designee shall be granted a paid leave of absence of a total of five (5) days in each contract year to attend to union business.

## **ARTICLE II: SENIORITY**

### Section 1 – Promotions

All vacancies, except laborers, within the Village of East Rochester DPW, shall be posted in the proper places, a minimum of five (5) days prior to hiring. All employees who are interested in applying must notify the Superintendent in writing within the five (5) day period.

The following criteria will apply:

- Seniority
- Qualifications
- Attendance Record
- Work Habits
- Superintendent Recommendation

All the above will be considered; the Superintendent and Administrator shall make recommendation to the Mayor and Village Board for final decision

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference in employment. Employees shall be placed on the seniority list after thirty (30) days of employment as of his first date of hire.

### Section 2 - Loss of Seniority

Seniority will be broken for the following reasons:

1. Lawful discharge
2. Voluntary termination
3. Layoff for a period of time exceeding twelve (12) months

If at any time, any employee with a CDL license, who holds truck driver status for the Village of East Rochester DPW, voluntarily turns in his CDL license without prior approval from the Superintendent of Public Works and the Village Board, and no vacancy exists in any laborer position, said employee must submit his resignation along with his CDL license. If a vacancy in a laborer position does exist, and said employee has prior approval from the Superintendent and the Village Board, employee will lose truck driver status and the corresponding pay, and continue employment as a laborer with the corresponding pay rate.

### Section 3 - Layoff and Recall

When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off.

## **ARTICLE III: WORK ASSIGNMENTS**

### Section 1 - Authority

Superintendent has the authority to alter work assignments of any classification in order to meet the needs of the Village. If any employee is assigned to a higher classification for an eight (8) hour period or more, he shall be paid at the rate of the higher classification.

### Section 2 – Failure to Show for Scheduled Overtime

Employees who fail to show for scheduled overtime, will be excluded from all overtime lists for one (1) cycle. A second failure to work will result in exclusion from all overtime lists for two (2) cycles. A third failure will result in exclusion from all overtime consideration for a period of four (4) months. In addition, all such absences from scheduled overtime shall be treated as unauthorized absences consistent with the provisions of Article 7 of this agreement.

A cycle is defined as the next available scheduled overtime event where the employee is eligible for that event. Scheduled overtime is defined as any overtime that is known before the end of a normal workday.

## **ARTICLE IV: WAGES**

### Section 1 – Salary Rates

Effective June 1, 2007, the wages of each unit member will be increased by

Year 1 ~ 3.25%

Year 2 ~ 3.25%

Year 3 ~ 3.25%

### Section 2 – Longevity Scale

In addition, the hourly rate of qualifying employees shall be paid according to the following longevity pay scale:

After 5 years	\$ .25 per hour	After 25 years	\$ .55 per hour
After 10 years	\$ .30 per hour	After 30 years	\$ .60 per hour
After 15 years	\$ .35 per hour	After 35 years	\$ .75 per hour
After 20 years	\$ .45 per hour		

For longevity pay, years of service will be determined by the actual years of service for each employee as of June 1<sup>st</sup> of each contract year. If an employee's five (5) year anniversary date falls after June 1<sup>st</sup> during a contract year the employee will receive the applicable longevity pay increase upon reaching that anniversary date for the remainder of the contract year.

### Section 3 – Additional Rate for Refuse Collection

Twenty five cents (\$.25) per hour increase for full time employees when working rear end on garbage pick up, excluding driver.

#### Section 4 – Rate Schedule

There shall be attached hereto and made a part hereof, a new hourly rate schedule to be prepared by the Village Clerk and to be used for the years beginning June 1, 2007, June 1, 2008, and June 1, 2009. The first pay period under the new schedule shall commence with the June 1, 2007 payroll. Employees shall be paid bi-weekly on Thursday afternoon.

#### Section 5 – Pay Periods

All employees covered hereunder shall be paid in full, bi-weekly. When the regular payday falls on a holiday, the Employer shall pay the employee on the last banking day immediately preceding the holiday.

#### Section 6 – Probationary Period

All new employees are on probation for twelve (12) months and, in the event they are retained after the twelve (12) months, are to be paid the maximum rate for their classification. During the twelve (12) months, the Superintendent of Public Works, at his option, may increase an employee from that starting wage to the maximum rate for the classification.

#### Section 7 – Comp Time Cash-In

Beginning June 1, 2003 employees will be allowed to cash-in any or all accrued comp time at any time during the contract year. Carry over accruals shall not exceed the amount stipulated in section 8 - Overtime of this article.

#### Section 8 - Overtime

All employees are paid on a straight-time basis.

All overtime must have the prior approval of either a Foreman or the Superintendent of Public Works. No such work without prior approval shall be compensated in any form.

The Employer agrees to distribute scheduled overtime on a fair and equitable basis among qualified employees performing similar work within a functional unit. The Employer understands that overtime is to be distributed as equally as possible on an annual calendar year.

Employee must be at work to be eligible for any scheduled overtime. Priority will be given to employees at work for filling scheduled overtime crews. If additional manpower is needed, employees who have expressed a desire to work overtime who are not at work, will then be considered for overtime

Employees working over forty (40) hours in a regular schedule week shall be paid at the rate of time and one-half.

Any employee having worked on a holiday will receive his regular eight (8) hours' pay, plus, at the rate of double time, the number of hours worked, provided at least forty (40) hours have been or will be worked that week. Holiday work must be authorized by the Superintendent of Public Works.

Holidays and vacation will be counted as days worked in determining whether an employee is eligible for time and one-half in a regular scheduled week. Sick days will be counted in determining whether an employee is eligible for time and one-half in a regular schedule week when employee submits doctor's certificate that employee was sick. Two (2) days, per contract year, sick days, will count towards overtime without doctor's certificate.

If an employee is sick the working day before or after the holiday, a certificate from a doctor must be provided in order for that employee to be paid for the holiday. If the employee is sick the working day before or after the holiday and has no paid sick leave, personal leave, vacation leave, or comp time remaining, that employee shall not be paid for the holiday.

An employee may accept, at his option and in lieu of overtime pay, the equivalent number of hours of compensatory time, or time-off with pay. Where straight time would be paid as overtime, the employee

may accept one (1) hour of comp time for every such hour of overtime. Where time and one-half would be paid, the employee may accept one and one-half (1 1/2) hours of comp time for every hour of overtime worked. Where double time would be paid, the employee may accept two (2) hours comp time for every one (1) hour of overtime worked.

Comp time must be taken in at least one half (1/2) hour increments by giving notice to the Superintendent no later than the start of the day in which the employee intends to take the comp time. Such notice should be given by 7:00 AM.

The Superintendent shall retain the right to deny the use of compensatory time at any time when, at the discretion of the Superintendent, too many employees are scheduled for time off, or an emergency situation arises.

Beginning on June 1, 1999, the maximum accumulation of compensatory time carried forward shall be forty (40) hours.

### Section 9 - Call Back Time

Employees who are called into work at a time other than their regular shift, are to receive call-back-time pay pursuant to the following guidelines:

- For snow plowing at 3:30 am, employees called in for snow plowing will be paid from the start time until the start of regular hours, 7:00 am, at time and one half, assuming 40 hours have been worked in that week.
- For all other emergency snow plowing, employees will be paid for the time worked at time and one half, assuming 40 hours have been worked in that week.
- For snow removal, employees will be paid from the start time until the start of regular hours, 7:00am, at time and one half, assuming 40 hours have been worked in that week.
- For salt runs, employees are guaranteed 3 hours at time and one half, assuming 40 hours have been worked in that week, and if more than 3 hours are needed, employees will be paid for the time worked.
- For all other emergency call outs, employee is guaranteed 2 hours at time and one half, assuming 40 hours have been worked in that week, and if more than 2 hours are needed, employee will be paid for the time worked.

## **ARTICLE V: UNION SECURITY AND CHECKOFF**

### Section 1 - Agency Shop

CSEA has been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made during the term of the contract from the wage or salary of employees of said bargaining unit who are not members of CSEA, the amount equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officers making such deductions will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA.

CSEA agrees to hold the Employer safe and harmless because of said deduction.

### Section 2 - Dues Deduction

CSEA shall have the exclusive right to payroll deduction of dues and Union sponsored insurance and benefit program premiums for employees covered under this agreement. Such dues and premiums shall be remitted to CSEA, 143 Washington Avenue, Albany, New York 12210 on a payroll period basis.

## **ARTICLE VI: GRIEVANCE AND ARBITRATION PROCEDURE**

### Section 1 - Rights

Each employee shall have the right to present his grievance to representatives of the Village of East Rochester free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to representation at all stages of the grievance procedure.

### Section 2 - Procedure

A grievance shall be defined as any claimed violation of this contract, including discipline and discharge.

The pendency of a grievance shall in no way operate to impede, delay or interfere with the right of the Village of East Rochester to take the action complained of.

Step 1: A grievance, as defined herein above, between an employee or group of employees and the Village of East Rochester shall be initiated in the first instance by the Union with the Department Head of the department involved. The grievance shall be submitted in writing and signed by the aggrieved party, or in the event of a grievance on behalf of a group of employees by the representative of such group of employees. A grievance, if it is to be considered, shall be presented within five (5) business days from it's know occurrence.

The Department Head, in consultation with the Village Administrator, will serve a written reply to the aggrieved party or parties within three (3) business days of the submission of the grievance.

Step 2: In the event the grievance is not disposed of under Step 1, the Union may request a review of the grievance with the Village Mayor. Such request shall be submitted to the department head in the same manner provided for in Step 1 of the grievance within five (5) business days of the conclusion of Step 1.

The Village Mayor, or his authorized designee, shall within twenty (20) working days from receiving the grievance appeal, conduct an informal hearing at which all parties involved may present oral or written statements in support of their position.

The Village Mayor, or his authorized designee, shall serve a written reply to the aggrieved employee(s) within ten (10) business days from the close of the hearing.

Step 3: If a satisfactory solution is not reached, the Union shall have the right to submit the grievance to arbitration within seven (7) working days following completion of the preceding stage by written notice to the Employer and by filing a demand for arbitration with the American Arbitration Association. The conduct of the arbitration shall be subject to AAA rules in effect at the time of the filing.

The arbitrator's award shall be binding on both parties for any and all grievances. The cost of the initial filing fee shall be paid by the Union. The remaining cost of the arbitration shall be shared equally between the parties.

Either party to the grievance shall have the right to have its representative present at all stages of the grievance procedure. An employee and his representative shall be allowed such time off from his regular duties as may be necessary and reasonable for the processing of a grievance as adopted pursuant to this agreement and without loss of pay or vacation or other time credits.

### Section 3 - Right to Consult

Union representatives are encouraged to discuss any claimed violation of the contract agreement with the appropriate supervisor prior to filing a written grievance.

## **ARTICLE VII: DISCIPLINE**

### Section 1 – Right to Grievance Procedure

No employee, except a probationary employee, shall be disciplined or discharged without just cause. Any disciplinary action challenged by an employee or CSEA shall be subject to the grievance procedure as provided herein.

### Section 2 – Unauthorized Absences

All employees will be given a warning after two (2) unauthorized absences during each year of the contract. The employee involved and the Association shall be notified. The third (3rd) unauthorized absence makes the employee liable for disciplinary action.

An unauthorized absence shall mean any absence for which an employee did not give timely notice as per Section 3 below. An employee shall also be absent without authorization when he takes, without the permission of the Superintendent, vacation leave when he has no such paid days left in his accrual.

### Section 3 – Lateness

Any employee being late:

1 minute to 15 minutes will be docked 15 minutes;  
 16 minutes to 30 minutes will be docked 30 minutes;  
 31 minutes to 45 minutes will be docked 45 minutes;  
 46 minutes to 60 minutes will be docked 60 minutes;  
 60 minutes or more will be docked hour(s) plus 15 minute increments, except at discretion of Superintendent.

After thirty (30) minutes late, employee will be classified as absent without authorization; exception at discretion of Superintendent.

Employees who refuse a work assignment or who walk off the job site without supervisory permission shall be sent home with pay for the remainder of the work day subject to General Policy of the Code of Conduct. Employees in these situations may not return to work without the express permission of the Superintendent.

## **ARTICLE VIII: ABSENCE FROM EMPLOYMENT**

### Section 1 - Sick Leave

All employees shall be allowed thirteen (13) days sick leave to be granted on June 1st each year. Any unused sick days shall be credited to a sick leave reserve which may accumulate without limit, except for purposes of calculating the retirement benefit in Article XII Section 3 Health Declination. The limit shall be one hundred fifty (150) days.

### Section 2 – Doctor's Certification

For purposes of this Article and all other references in the contract, a doctor's or physician's certificate shall mean a notice, on letterhead or otherwise identifiable stationary, signed by the physician, receptionist or other employee of the medical facility. Employees must notify the Superintendent or Department Head prior to 7:00 AM to be eligible for sick pay on any given day. In the event any employee is sick more than five (5) consecutive days, a doctor's certificate must be presented to the Superintendent of Public Works or Foreman, or the employee shall not be paid for any of the five or more days taken.

### Section 3 – Unexcused Sick Leave Allowance

If an employee uses sick days on three (3) occasions, without a physician's certificate, during a one (1) year period from date of first occasion, he/she must submit a physician's certificate outlining the reason for each



occasion thereafter during the course of that year in order to be paid for that absence. All doctor or physician certificates must be presented to the Superintendent or Foreman within five (5) working days of the employees return to work. No certificates will be accepted after this time period. Any certificate not received within the 5 working days will be automatically treated as a non-excused instance.

An occasion is defined as any measurable use of sick time in one half hour (½) increments.

#### Section 4 – Sick Leave Restrictions – Vacation Time

If an employee is sick the working day before or after any scheduled vacation time off, and has three (3) non-excused instances, the employee must present a doctor or physician certificate in order to be paid for the sick time off.

#### Section 5 – Restriction of Other Work

No employee receiving sick pay for any time during a 24-hour period, beginning at 7:00 AM each day, shall work for an Employer other than the DPW. If an employee is so engaged, he/she shall forfeit sick pay for each sick day and will be subject to appropriate disciplinary action. The exception to the above shall be when an employee misses only a portion of the work day for a scheduled Doctor's appointment and otherwise works the majority of that day. In all instances above, a Doctor's slip must be provided.

#### Section 6 – Abuse of Sick Leave

Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

#### Section 7 – Sick Leave Restrictions – Workers Comp

If an employee is out on sick leave or worker's compensation, the employee is not allowed at the DPW Garage except for Union related business, or to meet with the Superintendent or Foreman. No employee on sick leave of any kind will be allowed to use village tools, equipment, or the garage facilities at any time.

#### Section 8 - Increments

Sick leave may be taken in one half (1/2) hour increments. All conditions for the instance of the use of sick leave apply to the usage in one half (1/2) hour increments.

#### Section 9 - Personal Leave

All employees will be given three (3) days' personal leave with pay.

The Village will grant a fourth (4th) personal day if an employee works 90 continuous working days without using an undocumented sick day, and has no un-authorized absences, during the course of our fiscal year (June 1 - May 31); they will then earn one (1) personal day added to the three (3) days referenced in the first sentence of this Section. They will have to earn that day each year.

NOTE: Holidays, vacation days, personal days, death-in-family days, birthdays and documented sick days will not count against the 90 continuous days.

Any employee denied personal leave upon request based on staffing problems may not later be granted personal leave for that day, except in an emergency (the Employer may request the employee provide proof of emergency). If an employee is denied personal leave and calls in for a sick days, a doctor or physician's certificate must be presented in order to be paid for the sick time off.

#### Section 10 - Paternity Leave

All employees allowed parental leave upon birth of a child in the following manner:

- The member shall be allowed to utilize three (3) sick days for this purpose.
- The three (3) sick days must be taken within 15 days from the birth of child.
- The Village shall not require a doctor's letter for the member to utilize the three (3) sick days taken.

### Section 11 - Court Duty

Any unit member who is required to serve on jury duty, or who is subpoenaed to appear before a court regarding an issue not initiated by that employee, shall be entitled to a full day's pay less any compensation received from the courts.

## **ARTICLE IX: DEATH IN FAMILY**

The absence in the case of death in family is allowed with the intent that the employee would be engaged in preparations for and attendance at funeral services, or in attending to business brought on by the loss of the family member.

In the event of death in family, the following absences shall be approved:

- Spouse, son, daughter, father, mother, mother-in-law, father-in-law, sister, brother, stepfather, stepmother, stepbrother and stepsister...four (4) working days from date of death.
- Brother-in-law, sister-in-law, grandparents...three (3) working days from date of death.
- One (1) day shall be allowed to attend the funeral of any other relative.

## **ARTICLE X: VACATIONS**

### Section 1 - Notification

Three (3) weeks notice is to be given to the Superintendent of Public Works as to when an employee desires to take his vacation of one week or more. If an employee takes his vacation on a daily basis, he must give at least two (2) days prior notice to the Superintendent of Public Works. If an employee is to be paid vacation pay in advance of vacation, two (2) weeks notice in advance must be given to the Superintendent, and all advance payment must be for vacation time only. Once notice is given, employee must take vacation. Vacation pay in advance can only be paid during normal bi-weekly pay periods. Employees shall be paid in separate checks for vacation time paid in this manner.

### Section 2 - Vacation Schedules

10 working days	1 through 4 years' service
15 working days	5 through 9 years' service
15 working days plus	After 9 years and beginning with the 10th year; one (1) additional day each year over ten (10) years, maximum vacation days not to exceed 25 days

Employees are credited with an additional 75% of one hours pay for each vacation day taken. Effective with this agreement, extra vacation pay will be calculated June 1 of each contract year by multiplying employee's pay rate by 75%, and then multiplying that by the number of vacation days earned June 1. This amount will be divided equally among each bi-weekly pay period.

### Section 3 – Vacation Carry Over

A DPW employee may carry over five (5) days based on the following:

- Rate of pay for five (5) days will be based on the year earned.
- Employee must use carry over days as first five (5) days of vacation in the carry over period.

## ARTICLE XI: HOLIDAYS

All employees covered under this agreement are entitled to the following paid holidays:

New Year's Day  
 Martin Luther King Day  
 Memorial Day  
 Labor Day  
 Employee's Birthday  
 Good Friday  
 4th of July  
 Veterans Day  
 Thanksgiving  
 Christmas  
 President's Day  
 2 floating holidays \*

\*Columbus Day and the day after Thanksgiving shall be regular workdays. Each employee will earn two (2) floating holidays on June 1 of each year for these two days.

For floating holidays and birthday, the same usage for vacation time, two (2) days notice, will pertain.

## ARTICLE XII: MEDICAL INSURANCE ~ ACTIVES & RETIREES

### Section 1 – Plans & Contributions

The Employer shall make available at no cost to all full-time employees hired before June 1, 1998 the current health plan in place at the Village of East Rochester, as of June 1, 2007 being Blue Choice Value with 24 month vision and eyewear. The employee shall be responsible for all applicable co-payments under Blue Choice Value at the time of service. Employees who desire coverage other than Blue Choice Value may elect to do so. Any additional cost for such coverage above the employer share of Blue Choice Value premium shall be borne by the employee.

Employees hired on or after June 1, 1998 shall be responsible for twenty percent (20%) of the premium for the current health plan in place at the Village of East Rochester, as of June 1, 2007 being Blue Choice Value with 24 month vision and eyewear. The employee shall be responsible for all applicable co-payments under Blue Choice Value at the time of service. Employees hired on or after June 1, 1998 who desire coverage other than Blue Choice Value may elect to do so. Any additional cost for such coverage beyond the eighty percent (80%) employer share of Blue Choice Value premium shall be borne by the employee.

### Section 2 – Co-Pay Reimbursement Plan

All union members covered under this collective bargaining agreement prior to June 1, 2007 are eligible for co-pay reimbursement based on the current health plan in place at the Village of East Rochester, as of June 1, 2007 being Blue Choice Value with 24 month vision and eyewear. Co pay reimbursement will be made based on the difference between Blue Choice Value and Blue Choice upon submission of receipts to the employer.

Example of co-pay reimbursement plan and how it works:

<u>Service</u>	<u>Blue Choice Value</u>	<u>Blue Choice</u>	<u>Reimbursement to Employee</u>
Doctor Visit	\$20	\$5	\$15
Tier 1 Drug	\$10	\$5	\$5
Tier 3 Drug	\$40	\$30	\$10
Inpatient Hospital Stay	\$100	\$0	\$100

NOTE:

- Above example is for illustrative purposes only
- Actual amount of reimbursement is determined by a side by side comparison of the two plans
- Reimbursement is made based on the plan design currently in effect as determined by Excellus BCBS at the time the reimbursement request is made by the employee
- The Village will reimburse the employee within 30 days.

The Village will accept, for purposes of reimbursement of co-pays, documents generated by either physician's offices or pharmacies. These documents need not include the nature of the visit or the name of the medication. The employee may redact such information before submitting the documentation.

Section 3 – Health Declination

Employees who choose not to be covered by the medical insurance plan offered in this agreement shall be entitled to a "health declination" payment in lieu of that coverage. That payment shall be equal to one half of the dollar amount the Village would be contractually responsible for paying to insure that employee under the terms of this collective bargaining agreement. Prior to this re-imburement, the employee must provide proof to the Village that alternate Health Care coverage exists. Re-imburement is done on a quarterly basis each year. An employee may choose to re-enter the Village's Health Insurance Plan under the same conditions that were available at the time the employee chose the health declination coverage. ~~to switch.~~ If an employee retires under this provision, all payments will stop at retirement, and all accumulated and unused sick days will be paid at the following schedule, and the retiree is not allowed to reenter the group health plan at any time:

120 - 150 days	1 day for every 2 days accumulated and unused
84 - 119 days	1 day for every 3 days accumulated and unused
50 - 83 days	1 day for every 4 days accumulated and unused
35 - 49 days	1 day for every 5 days accumulated and unused
Under 35 days	No payment

Section 4 – New Hires after June 1, 2007

All new employees hired after June 1, 2007 shall not be eligible for the co-pay reimbursement plan. All new employees hired after June 1, 2007 shall be responsible for a 30% employee contribution to the current health plan in place at the Village of East Rochester, as of June 1, 2007 being Blue Choice Value with 24 month vision and eyewear.

Section 5 – Benefits in Retirement

All employees hired on or after June 1, 1976 who reach retirement age as specified by their tier placement in the New York State Employees Retirement System, have twenty (20) years service to the Village, and who have accrued a minimum of 130 unused sick leave days shall be entitled to continue in the health plan they were enrolled in at the time of retirement under the same contractual payment arrangements as specified in Section 1 above. If the employee is so qualified and opts for health insurance in retirement under this provision, the following benefit shall apply for any remaining sick days accumulated over the required 130 days:

1 - 50 days over 130 days:	1 days pay per 4 days (1 to 13 days pay)
51 - 100 days over 130 days:	1 days pay per 3 days (17 to 33 days pay)
101 - up days over 130 days:	1 days pay per 2 days (50 days pay and up)

If the employee is so qualified and opts for health insurance in retirement under this provision, there shall be no other benefit derived from the first 130 days of sick leave accrual other than service credit with the NYSRS. It is understood that upon the retiree's eligibility for Medicare, medical insurance in retirement shall be converted to a Medicare supplemental coverage at the discretion of the Village.

For employees who do not satisfy both the service requirement (20 years) or accrued sick leave requirement (130 days) the following shall apply: All accumulated and unused sick days will be used towards paying the employee's Blue Cross and Blue Shield coverage until said funds are exhausted.

In relation to this benefit and this benefit only, should a unit member be disqualified because he has not attained the minimum accrual of 130 unused sick leave days, he may ask for a review of his service record to determine whether or not special circumstances, including catastrophic illness or injury, and the use of sick leave related thereto, has caused him to be disqualified.

A labor management committee, comprised of the Village Administrator, Superintendent of Public Works, the President of the Union and the Village Board Liaison to the DPW, will convene to determine whether or not such unit member shall be deemed qualified for such benefit by reason of such special circumstances. The committee shall act autonomously, and in each case shall be decided on its own merits. The decision of the committee shall not be subject to the grievance procedure of this contract.

A member, aggrieved by an unfavorable decision of the committee, may have the decision reviewed by a panel comprised of three (3) members, one selected by the Union, one selected by the Village Board and the third selected by those two panel members. The decision of the review panel shall be final and not subject to further appeal.

#### Section 6 - Spousal Coverage

Should an employee, after retiring, predecease his or her spouse, that spouse shall be entitled to single coverage for life, or until such time as that surviving spouse remarries. It is also to be understood that upon the retiree's or surviving spouse's attainment of Medicare age, medical insurance in retirement shall be converted to a Medicare supplemental coverage at the discretion of the Village.

#### Section 7 – Out of Area Retiree Health Coverage

The Employer shall continue to pay the hospital and medical benefit premiums for qualified retired members of the bargaining unit. Effective with the date of this agreement, all retirees eligible for health care benefits who move out of the service area covered by Excellus BCBS will be provided health care premium benefits equal to the dollar amount of the current employer contribution, or the cost of comparable coverage in the service area where they now reside, whichever is less. The benefit is designed solely for health care premium expenses, not a stipend. When a retiree moves out of the service area covered by Excellus BCBS, the Village will pay for the health care premium expenses only upon submission of an invoice from the retiree.

#### Section 8 – Maintenance of Records

The Village agrees to maintain records sufficient to effectuate the provisions of this section for the period 1996 and thereafter.

#### Section 9 – Flexible Spending Account

The Employer agrees to continue offering the Flexible Spending Account plan effective upon execution of this agreement.

### **ARTICLE XIII: SICKNESS AND ACCIDENT INSURANCE**

The Employer shall provide sickness and accident insurance to cover all employees as required by the Laws of the State of New York. An employee shall receive credit on his sick leave days for any disability benefit payments received by the Village from its insurance carrier.

### **ARTICLE XIV: PENSION AND LIFE INSURANCE**

The Employer agrees to pay the cost of the employee's retirement plan designated as the 75-I and 41-j Career Retirement Plan and Additional Insurance Protection Plan 60-b.

## **ARTICLE XV: DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In consideration of the recognition by the Employer of the Association as the sole and exclusive bargaining representative of the employees, the Association does hereby affirm a policy that it does not assert the right to strike against the Village nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees by conduct, assist or participate in a strike.

## **ARTICLE XVI: NEGOTIATIONS**

Negotiations for a new contract shall begin no later than January 1, 2010.

## **ARTICLE XVII: PAST PRACTICE**

All other benefits heretofore given the employees are to continue even though not specifically mentioned in this contract. Under normal condition (not emergency) work or coffee breaks will be from 9:00 AM to 9:15 AM, whenever possible, and with Superintendent's discretion, and not to exceed fifteen (15) minutes.

## **ARTICLE XVIII: UNIFORMS**

### Section 1 - Allowances

Each employee, after inspection of the Superintendent, shall be entitled to a maximum of five (5) pairs of long or short work pants, a combination of five (5) long and short sleeve work shirts, five (5) t-shirts, one (1) pullover sweatshirt, one (1) zipper, hooded sweatshirt, one (1) work coat, one (1) rain suit and one (1) pair of rubber over-boots per year. Carhart type work coats and overalls will be replaced at the expense of the Village if, in the judgment of the Superintendent, they are unable to be worn for either safety, comfort or appearance related reasons. The Village will also provide for each employee one (1) pair of cloth liners, rubber gloves and work gloves per month.

Wearing of Village issue uniforms will be mandatory. See Section 5 for uniforms and work boots rules.

Uniforms will be the permanent property of the Village but they will be the responsibility of each employee to care for them and, if lost, they will have to replace them. They are to be used for official Village work only.

### Section 2 – Mechanics Uniforms

Mechanic: Five (5) uniforms will be rental leased during both years of contract.

### Section 3 – Inspection by Superintendent

Employer, after inspection by Superintendent, will replace all uniforms that are in need of replacement.

### Section 4 – Work Shoe Allowance

Pursuant to OSHA Regulations, the Employer shall provide payment for safety shoes in a separate check for up to \$100.00 for each contractual year covered under this collective bargaining agreement, with the understanding that each employee must wear safety shoes during all working hours. Reimbursement will be made up to a maximum of \$100.00 with a receipt verifying the purchase of approved work boots.

### Section 5 - Rules

Rules for uniforms and safety shoes:

All employees are required to wear Village issued uniforms and safety shoes at all times. The wearing of approved blue jeans will be allowed only if jeans are in good condition, with no holes, rips or tears. The Village name must be visible at all times. Any employee who does not have appropriate attire on will be sent home to change, and will be docked 1 hour for 1 hour or less, 2 hours for 2 hours or less, etc. If the proper attire is on the premises, the employee will still be docked 1 hour. All instances will be documented and placed in the employee's personnel file. If after three (3) instances in a one year period, the employee will be subject to discipline up to and including discharge. The only exceptions shall be during inclement weather, where rain gear will be allowed, and in severe winter weather, where extra clothing will be allowed. At all times, orange colors must be worn by all employees when working in a safety sensitive area. No other attire except Village issue or approved attire will be allowed.

Employees are allowed to wear shorts providing they are in good condition with no holes, rips or tears and must be no shorter than just above the knee in length. Cut-off shorts, gym shorts or athletic shorts are not allowed. Shorts shall not be worn for any safety sensitive jobs as determined by Superintendent and Safety Committee of the Union.

All employees must have long pants available on site if required to wear them. Failure to adhere to this rule we revert to the docking procedure listed above.

#### **ARTICLE XIX: DENTAL INSURANCE**

All employees covered by this collective bargaining agreement are eligible to enroll in the Employer offered group dental currently in place at the discretion of the Village of East Rochester, as of June 1, 2007 the plan with Excellus BCBS. All employees are responsible for a 50% premium contribution in the tier selected by each employee within the plan. Neither co-pay reimbursement nor dental declination coverage are available for dental benefits.

#### **ARTICLE XX: TERM OF AGREEMENT**

This agreement shall commence on June 1, 2007 and terminate May 31, 2010.

#### **ARTICLE XXI: 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.

It is further agreed that the parties shall be bound by any changes in the law of the State of New York which shall become effective during the term of this contract.

#### **ARTICLE XXII: HOURS OF OPERATION**

##### Section 1 - Hours

Regular hours: October 1 to May 31 (approx.)	Monday through Friday	
	7:00 AM to 11:30 AM	break 9:00-9:15 AM
	11:30 AM to 12:00 PM	lunch
	12:00 PM to 3:30 PM	no PM break
Summer hours: June 1 to September 30 (approx.)	Monday through Thursday	
	7:00 AM to 12:00 PM	break 9:00-9:15 AM
	12:00 PM to 12:30 PM	lunch
	12:30 PM to 4:15 PM	no PM break
	Friday	
	7:00 AM to 11:00 AM	no AM break

Should any provision of state or federal law in any way restrict the above work schedule, the parties agree in good faith to re-negotiate the above hours so that they will be in compliance with such law.

#### Section 2 – Call Outs during Summer Hours

Any call-outs before 3:30 pm on Friday during summer hours will be taken as straight comp time in the next week (straight comp time to comply with FLSA Regulations).

#### **ARTICLE XXIII: TRAINING AND SCHOOL**

Reimbursement of tuition costs for night school only if it pertains to East Rochester Public Works.

NOTE: Reimbursement will be based on the following procedure:

- School and/or class taken must be approved by Village Board and/or Village Administrator.
- Course must be completed.
- Grades of a minimum of a "B" will be reimbursed at 100%.
- Lower than a "B" but a passing grade will be reimbursed at 50%.
- Employee must remain a minimum of one (1) year after completion of course, or must reimburse Village for cost.

#### **ARTICLE XXIV: EVALUATIONS**

There shall be annual employee evaluations that shall be completed by January 31 of each year. A joint committee of equal numbers of Labor and Management will meet to determine the annual evaluation process and agree upon the procedures on or before 10/01/2000.

#### **ARTICLE XXV: SAFETY COMMITTEE**

A safety committee shall be established consisting of an equal number of Labor and Management members, who shall meet on a regular basis to review safety issues and discuss safety courses or training. If, at any time, a decision cannot be reached by the safety committee, the Mayor shall be responsible to determine the proper action to be taken.



### Code of Conduct for DPW Employees

The **Code of Conduct** printed here is intended to clarify what work behavior is expected of the Employees of the Department of Public Works in the Village of East Rochester.

The **General Policies** detail the treatment to be expected for cases in which the **Code of Conduct** is violated and offers consistent and fair treatment for the employees accused of violations.

1. Treat the taxpayers and residents of East Rochester with courtesy and respect.
2. Wear uniforms and equipment issued by the Department as stipulated in the collective bargaining agreement. Uniforms must not be worn after working hours.
3. Do not stop at restaurants, stores and private homes either within or outside of the Village during working hours.
4. Proceed to each work assignment using the most direct route from the garage to work site. Upon completion of an assignment each employee must return directly to the garage to be issued another assignment. Such assignment will be made by the Superintendent or foreman in charge.
5. Do not use alcohol or illegal drugs. As it affects work performance employees must not report to work under the influence of alcohol or illegal drugs.
6. Maintain and operate all village equipment in a safe and conscientious fashion.
7. Report any equipment malfunction, especially noting equipment damaged by self or crew.
8. Do not use village time or property for personal gain. This includes, but is not limited to, use of village equipment for private contracting and collection of trash for personal use or profit during working hours.
9. Do not use walkman type radios, or any other similar entertainment device during working hours.
10. Clean all equipment and work sites when work is completed; return all equipment to the appropriate storage place.
11. Assist in the cleanup of garage, coffee room, and rest rooms after use.
12. Do not travel outside the village during the work day, except at the direct order of the Superintendent.
13. Do not visit the village fire hall during the work day, except when assigned by the Superintendent.

### General Policies

1. The Superintendent may immediately suspend, with pay, any individual who in his judgment, has engaged in insubordination, violated any DPW or Village policy governing employment within the DPW, any activity that constitutes immediate jeopardy to fellow employees or village residents, violates any relevant section of the collective bargaining agreement, violates any section of the code of conduct, and/or violates any local, state or federal law. Appropriate progressive discipline will be recommended by the Superintendent to the Administrator for disciplinary action.
2. In the absence of the Superintendent, the foreman in charge shall have the full authority of the Superintendent in both work and discipline related areas.
3. The Superintendent will make every effort to administer the policies and codes herein in an equitable fashion.
4. These codes apply to all employees of the Department, including Foremen.