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# Agreement

between

Village of Newark

and

Local 721 and Council 66  
American Federation of State, County  
and Municipal Employees, AFL-CIO

June 1, 2003 - May 31, 2007

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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# **AGREEMENT**

**THIS AGREEMENT**, entered into by the Village of Newark, New York, hereinafter referred to as the "**Employer**", and Local 721 and Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "**Union**", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work, and other conditions of employment.

## **ARTICLE I RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all permanent Employees. Excluding: Administrative, Professional, Clerical, Supervisory Employees, Highway Foreman, Water and Sewer Foreman, Chief Water Plant Operator, Facilities Manager, Cemetery Foreman, Code Enforcement Officer, Chief Wastewater Treatment Plant Operator, Director of Water & Wastewater Treatment, temporary, part-time, and seasonal employees of the Employer in the Department of Public Works.

A permanent employee covered by the bargaining agreement is: an employee who works more than 20 hours per week for 120 work days.

## **ARTICLE II UNION SECURITY**

### **Section 1 - Checkoff of Union Dues**

A. Employees covered by the Agreement may tender their membership dues to the Union by signing the authorization for Payroll Deduction of Union Dues form provided by the Union. Such dues deduction authorization shall meet the requirements of Section 93(b) of the General Municipal Law of the State of New York.

B. The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues form

provided by the Union from the pay of all Employees who have executed such authorization for payroll deduction of Union dues.

C. Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues forms shall become effective at the time the form is signed by the Employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the Employee.

D. The aggregate total of all such deductions shall be remitted each pay period to the designated financial officer of the Union.

E. Revocation of authorization cards shall be subject to conditions contained thereon.

F. Any change in the amount of Union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

## **Section 2 - Bulletin Boards**

The Employer agrees to provide a 3' X 4' bulletin board to be located in the Central Garage, for the exclusive use of the Union to post notices and other Union information.

## **Section 3 - Access to Premises**

The Employer agrees to permit representatives of the International Union, the Union Council, and the Local Union to enter the premises of the Employer for individual discussion of working conditions with Employees, provided such representative makes his/her presence known to the Employer prior to such discussions.

## **Section 4 - Aid to Other Unions**

The Employer agrees there shall be no aid, promotion, or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employees covered by this Agreement, or those designated as his representatives or subordinate staff for any purpose, and that the payroll deduction for dues for any such other organization shall not be permitted.

## **Section 5 - Maintenance of Membership**

Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at that time, and Employees who become members of the Union after the signing of this Agreement, shall be required to continue membership in the Union for the duration of this Agreement.

## **Section 6 - Maintenance of Benefits**

Any benefits or benefits presently enjoyed by the Employees within those bargaining units under the contract shall continue to remain in force subject to the terms of the appropriate sections of this Agreement, except that should any such benefit not be enumerated specifically in this Agreement, such benefit will be retained and remain in force as if such benefit is a part of this Agreement.

## **ARTICLE III HOURS OF WORK**

### **Section 1 - Regular Hours and Summer Hours**

A. The regular hours of work each day shall be consecutive. The regular work day shall be as scheduled by the Employer, and for the D.P.W. employees single shift job shall begin at 7:30 a.m. and end at 4:00 p.m., with one-half ( $\frac{1}{2}$ ) hour for lunch, unless there is a legitimate reason to schedule otherwise, in which case the Employer shall first consult with the Union. Nothing contained in this Article shall be construed as a guarantee of work, nor a limitation of work.

B. Waste Water Treatment Plant employees will continue to work the Summer Hours trial program. Any changes must be mutually agreed to by the Union and Management.

C. Department of Public Works (DPW) will work summer hours beginning the first Thursday immediately after daylight savings time commences in the spring and will remain in effect until the second Wednesday after Labor Day.

D. Summer daily work hours will be 10 hours per day, 4 consecutive days per week.

E. Summer work shifts will be Monday through Thursday and Tuesday through Friday. Management will establish the staffing numbers for each shift at the beginning of the summer season. Once established the shift staffing will remain the same throughout the summer.

F. Employees will utilize their seniority to bid for the shift they wish to work.

G. Employees and Managers can mutually agree to start a shift at an alternate time without the employee being eligible for overtime pay.

### **Section 2 - Work Week**

The work week shall consist of five (5) consecutive eight (8) hour days, exclusive of a lunch period, Monday through Friday inclusive, and as in Article III, Section 1, paragraph B.



### **Section 3 - Work Day**

Eight (8) consecutive hours of work, exclusive of a lunch period, within the twenty-four (24) hour period, commencing with the beginning of Employee's shift, shall constitute the regular work day. For the purpose of computing overtime, the work day shall be a 24 hour period commencing with the start of the Employee's regular shift.

### **Section 4 - Work Shift**

Eight (8) consecutive hours of work, exclusive of a lunch period shall constitute a work shift. All Employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, except as may be otherwise stated elsewhere within this Agreement.

### **Section 5 - Rest Periods**

A. All Employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift. A one-half ( $\frac{1}{2}$ ) hour period without pay shall be granted to each Employee for lunch, with the exception of Article III, Section I, paragraph B. The rest period shall be scheduled at the Foreman's discretion.

B. Employees who are required to work overtime in excess of two (2) hours at the end of the regularly scheduled work shift shall be granted a fifteen (15) minute rest period with pay if work is to continue beyond the two (2) hours overtime.

### **Section 6 - Overtime**

A. Employees who are actually at work in excess of forty (40) hours in a pay period (i.e. either of the two seven consecutive day periods beginning with the first day of the pay period), shall be paid time and one-half his/her regular hourly rate for all hours in excess of forty (40) hours actually worked during that pay period. If the Employee works in excess of four (4) hours after the completion of his/her regular shift, the Employee shall be paid time and one-half his/her regular hourly rate for all hours worked in excess of eight (8) hours actually worked during that work day. At the Employees option, personal leave time or leave time without pay can be taken to offset, on an hour for hour basis, hours of sleep time taken during the Employee's regular shift on the following work day as mutually agreed to between the Employee and his/her Foreman. Hours for which an Employee is paid, but

during which he/she is not actually at work, shall not be included in calculating payment for overtime, except as provided in Article IV, Section 5, and Article V, Section 7, herein. There shall be no pyramiding of overtime under any of the provisions of this Agreement.

B. The Employer shall make reasonable efforts to equitably distribute overtime among Employees who are qualified to perform the work in question.

C. An Employee called for overtime work (duty) shall not receive less than three (3) hours regular pay.

D. All hours worked that are not during a regularly scheduled shift shall be compensated at one and one-half time the employees regularly scheduled rate of pay, or pursuant to Article III, Section 6, C., whichever is greater except that Article III, Section 6, C, shall not apply to situations as described in Article III, Section 6, E.

E. Employees who begin work within one half hour or less from the time of their regularly scheduled shift may elect to be compensated at one and one-half time their regular rate of pay, or to be excused early by one and one-half times amounts of time, but Article III, Section 6(c) shall not apply to any overtime worked within two hours. When called by phone, the employee shall always be eligible for the minimum of two (2) hours call-in time.

F. Employees may, at their option, elect to take payment for overtime hours worked as compensatory time off, calculated at the premium hourly rate. (ie. four (4) hours of overtime is equal to six (6) hours of compensatory time off).

G. A Supervisor may not schedule an employee for overtime based on the employees willingness to accept compensatory time off in lieu of overtime pay.

H. Employees who are actually at work in excess of eight (8) or ten (10) hours shifts will be paid at time and one-half. At the employees option personal leave time, or leave without pay, can be taken to offset, on an hour for hour basis, hours of sleep time taken during the employees regular shift on the following work day, as mutually agreed to between the employee and his/her Foreman.

I. Vacation time must be taken in half day increments. Increments of less than half days, but not less than one (1) hour increments, may be used if no personal time is available, at the discretion of the Manager. All time worked and/or accrued is considered as time earned.

J. After June 1, 1999, employees will no longer be able to accept compensation time in lieu of overtime payments, with the exception that a maximum of forty (40) hours can be earned per

in lieu of overtime payments, with the exception that a maximum of forty (40) hours can be earned per annum and taken as compensatory time off. Any and all other overtime hours earned shall be distributed in compensation not time off. Compensation time can only be banked in one (1) hour increments.

Employees wishing to use compensation time must use it in at least four (4) hour increments.

K. New banks of the maximum of forty (40) hours per annum will commence each June of this contract.

## **ARTICLE IV HOLIDAYS**

### **Section 1 - Holidays Recognized and Observed**

Martin Luther King Day  
Presidents Day (3<sup>rd</sup> Monday in February)  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day and the Day after Thanksgiving  
Christmas Day  
\* The Day before or the Day after Christmas  
New Year's Day  
\* The Day before or the Day after New Year's Day  
1 - (8hr) Floating Holiday

\* **Notes:** - either or with mutual agreement between the Department Heads and the Union.

### **Section 2 - Eligibility Requirements**

A. Employees shall be eligible for holiday pay under the following conditions:

1. The Employee worked his/her last regularly scheduled work day prior to and following the Holiday, unless he/she is excused by the Employer for a valid medical excuse.

B. If a Holiday is observed on an Employee's scheduled day off and he/she is otherwise eligible, he/she shall receive one (1) additional days pay. If a Holiday falls within an Employee's vacation period, he/she shall received either an additional day of vacation or an additional days pay at

vacation period, he/she shall received either an additional day of vacation or an additional days pay at his/her option. Such option must be selected prior to the start of the Employee's vacation.

### **Section 3 - Holiday Pay**

A. Holiday pay shall be eight (8) times the Employee's straight time hourly rate. Holiday pay for Employees whose work day differs from the standard eight (8) hours shall be their regularly scheduled daily hours times their straight time hourly rate. In the event that a Holiday falls on a Saturday the Friday before shall be taken off. In the event that a Holiday falls on a Sunday the Monday after shall be taken off. For summer hours if the Holiday falls on a Friday, the Thursday before will be taken off, if the Holiday falls on a Monday, the employees will get Tuesday off.

B. Eligible Employees who perform no work on a Holiday shall be paid Holiday pay for each of the Holidays listed in Article IV, Section 1, on which they perform no work.

### **Section 4 - Holiday Work**

If an Employee works on any of the Holidays listed in Article IV Section 1, he/she shall be paid the following premium rates in addition to his/her Holiday pay:

Time and one-half (1-1/2) for all hours worked

### **Section 5 - Holiday Hours For Overtime Purpose**

For the purpose of computing overtime, all Holiday hours (worked or unworked, but in no case both) for which an Employee is compensated shall be regarded as hours worked.

## **ARTICLE V VACATIONS**

### **Section 1 - Choice of Vacation Period**

A. The month of February each year will be vacation selection pick month. Employees wishing to utilize their seniority and request 32 or more consecutive hours of vacation will submit their request for vacation time and dates the month of February to Management.

Employees will be notified by management by the end of the first week in March if their request has been approved.

If the work schedule makes it necessary to limit the number of employees on vacation at the

same time, the employee or employees with the greater seniority will be given their vacation request.

After March 1 of each year all other vacation requests (barring any conflict) will be approved on a first come basis. However, requests submitted on the same day will be honored by seniority if management needs to limit the numbers on vacation leave.

## **Section 2 - Holiday During Vacation Periods**

If a Holiday occurs during the calendar week in which a vacation is taken by an Employee, it shall be governed by the provisions of Article IV, Section 2(b).

## **Section 3 - Vacation Rights In Case of Layoff or Separation**

A. Any Employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, shall be compensated for the unused vacation he/she has accumulated at the time of separation.

B. In the case of the death of such an Employee, such payment shall be made to his/her estate.

## **Section 4 - Eligibility**

Each Employee shall become eligible for vacations on his/her most recent anniversary date of hire. The Employee may take his/her vacation at any time in the twelve (12) months following said most recent anniversary date of hire on which he/she became eligible for such vacation. Years of service shall mean continuous years of service since the Employee's most recent anniversary date of hire.

## **Section 5 - Vacation Schedule**

All eligible Employees covered by this Agreement shall accrue the following paid vacation annually:

After one (1) year:	40 hours
After two (2) years:	80 hours
After five (5) years:	120 hours
After sixteen (16) years:	136 hours
After seventeen (17) years:	152 hours
After eighteen (18) years:	160 hours

### **Section 6 - Vacation Pay**

A. Vacation pay shall be the Employee's time rate times the number of regular work hours scheduled for each day of the vacation taken.

B. Vacations shall not be taken in segments of less than one (1) day with the following prior notice:

1. One (1) day vacation with two (2) working days notice.
2. Three (3) or more vacation days with ten (10) working days notice.

### **Section 7 - Vacation Days For Overtime Purposes**

For the purpose of computing overtime, vacation days for which an Employee is compensated shall be regarded as hours worked.

### **Section 8 - Carry Over**

An employee may carry over at his/her option an aggregate total of forty (40) hours of vacation time. Personal time will not be carried over. Only vacation time can be carried over, nothing else! Employees will be reimbursed for unused compensatory time.

## **ARTICLE VI SICK LEAVE**

### **Section 1 - Allowance**

A. Any Employee contracting or incurring any non-service sickness or disability which is not paid for by Workmen's Compensation which renders such Employee unable to perform the duties of his/her employment, or is quarantined by the Health Authorities, shall receive sick leave with pay.

B. Employees shall be eligible for sick leave after one hundred twenty (120) days continuous service with the Employer.

C. Employees shall be allowed eight (8) hours of sick leave for each month of service during which they were actively at work.

### **Section 2 - Accumulation**

Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer.

A. Such accumulated sick leave shall be reduced by eight (8) hours for each day paid by the Employer, except in the Summer hours in which case sick leave shall be reduced by ten (10) hours for each day paid by the employer.

B. For the purposes of this Agreement "being actively at work" shall mean that the Employee was actually on the job for at least fifty (50%) percent of the regularly scheduled work days, exclusive of vacations, during each calendar month.

C. When continuous sick leave exceeds thirty (30) calendar days, the Department Head will require a physical examination by a physician selected by and paid for by the Employer, and continuing physical examinations at reasonable intervals while the sickness continued, at the discretion of the physician selected.

D. Accumulated sick leave:

1. shall not be payable at the time of termination of employment, except as noted in paragraph 7 and D(3) below, unless a physician selected by and paid for by the Employer certifies that the termination of the Employee was necessitated by illness or injury, and the payment of sick leave shall continue then only so long as such illness or injury continues, and the Employee continues to permit physical examinations paid for by the Employer at reasonable intervals.
2. Shall be payable to retirees (who have another source of health insurance) in the amount equal to the Village's monthly health insurance premium. See Article XIV, Section 3.
3. Shall be used for health insurance premiums for dependent survivors of employees who die.

E. The Department Head will require a doctor's certificate from an Employee for any day of sick leave after he/she has been absent for three (3) consecutive days due to sickness. Employees shall have ten (10) working days to produce the doctor's certificate.

F. Sick leave taken during Winter hours will be charged eight (8) hours of sick leave. Sick leave taken during summer hours will be charged as ten (10) hours; nine (9) hours, or four (4) hours, depending on the hours scheduled that day. Employees who work part of the day will be paid for the hours worked and charged sick leave for the hours of the remainder of the day. Any employee who does not utilize any sick leave. Any employee who does not utilize any sick leave for any six (6) consecutive month period will accrue eight (8) hours of vacation time.

### **Section 3 - Absence Due To Injury And Workmen's Compensation**

A. The Employer shall provide coverage for all Employees covered by this Agreement under the Workmen's Compensation Law of New York State Employer's Law.

B. The Employer will pay the difference between the Employee's normal weekly pay at the time Workmen's Compensation began and the weekly disability payment from Workmen's Compensation for a maximum of nine (9) months. Beginning the tenth (10<sup>th</sup>) month the employee will receive the Workers Compensation check directly. The difference in the Workers Compensation pay and the employees normal pay may be made up from the employees time banks at the employee's option.

## **ARTICLE VII PERSONAL LEAVE**

A. Employees will be allowed twenty-four (24) personal leave hours per year, without loss of pay, for compelling personal business, such as religious observances, funerals, emergencies, or personal obligations which cannot be taken care of outside of the Employee's normally scheduled working hours and which require the Employee's attendance. Employees shall submit a written request for such leave, stating the specific reason, prior to the requested leave of absence.

B. Personal leave may be taken in one (1) hour increments.

C. All personal leave hours are to be considered as time earned to prevent the loss of overtime when using a personal day with overtime in that pay period.

## **ARTICLE VIII MANAGEMENT RIGHTS**

### **Section 1.**

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 services operations to be conducted and rendered, and the methods, processes, 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 IX PAID LEAVES**

### **Section 1 - Death In The Family**

In the event of death of an Employee's: spouse, parents, children, sister, brother, grandparents, mother-in-law, father-in-law, brother-in-law, or sister-in-law; the Employee shall be granted three (3) consecutive working days to either attend the funeral and/or to make household adjustments in the event of a death in the family.

### **Section 2 - Jury Duty**

A. Employees shall be granted a leave of absence with full pay, less jury duty pay, any time they are required to report for jury duty or jury service, but not to exceed thirty (30) days of such pay in any calendar year.

B. Employees selected to serve Grand Jury duty will provide documentation to the employer. Employees serving Grand Jury will be granted a leave of absence with full pay, less Grand Jury Duty pay up to ninety (90) days. Employees excused early during their Grand Jury service are to report to work one hour after they are excused.

### **Section 3 - Civic Duty**

Employees required to appear before a court on any matter at the request of the Employer shall be granted leave with pay for the period necessary.

### **Section 4 - Civil Service Examinations**

Employees shall be allowed time off with pay to take open competitive and promotional examinations relative to employment with the Village of Newark given by the Civil Service Commission.

### **Section 5 - Military Service Leave**

Employees shall be paid for military leaves in accordance with the requirements of the Military Law of New York State. To be paid under this Section, an employee must submit an official record of the time spent for the claimed period of military duty.

## **ARTICLE X UNPAID LEAVES**

### **Section 1 - Reasonable Purposes**

Leaves of absence without pay, and not to exceed six (6) months, shall be granted at the discretion of the Department Head, provided such leave is requested in writing with a detailed description of the reason for such leave. Such leaves may be extended or renewed for any reasonable period at the discretion of the Employer.

### **Section 2 - Union Business**

A. Employees elected to any Union Office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year.

B. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union. A leave of absence for such Union activity shall not exceed fifteen (15) working days per calendar year.

### **Section 3 - Benefits and Seniority Treatment of Paid and Unpaid Leaves**

A. Employees will, on the following paid leaves, continue to accumulate seniority and have the following benefits: Hospitalization, Retirement and Vacation

Eligibility unaffected by such leave;

Sick Leave	Civic Duty
Military Service Leave	Death in Family
Civil Service Examinations	Jury Duty
Union Business (subparagraph b only)	

B. Employees on the following unpaid leaves shall receive no Seniority Accumulation, Retirement, or Hospitalization benefits or Vacation Eligibility:

Union Business (except subparagraph b)  
Reasonable Purposes Leave

## ARTICLE XI MATERNITY LEAVE

Female Employees shall be eligible for maternity leave for the period that they are physically disabled due to pregnancy from performing their duties, as certified in writing by their physicians. Employees absent due to physical disability related to pregnancy may use their accumulated sick days, and may obtain an unpaid leave of absence to cover any such period of physical disability not covered by the Employee's accumulated sick leave. In case of pregnancy, the Employee shall provide a written statement to the Employer by the fourth (4th) month of pregnancy stating the expected date of delivery and containing approval from her physician for continued work. The Employer reserves the right to require physical examinations as set forth in Article VI, Section 2.C.

## ARTICLE XII WAGES AND CLASSIFICATION

### Section 1 - Wage Schedule And Classifications

Salary pay raises retroactive to June 1, 2003.

Salaries for year 2003 and 2004 based on the % increase of the working foreman hourly rate with the flat amount of the increase added to all other salary rates.

Year June 1, 2003 - May 31, 2004, 3.5% (of working foreman) = \$.65

Year June 1, 2004 - May 31, 2005, 3.00% (of the working foreman) = \$.58

Salaries for year 2005 and 2006 based on the % increase of the Step II (3-plus years) with the flat amount of the increase added to all other salary rates.

Year June 1, 2005 - May 31, 2006, 3.00% (of the Step II [3-Plus Years]) = \$.53

Year June 1, 2006 - May 31, 2007, 3.00% (of the Step II [3-Plus Years]) = \$.55

<u>Effective</u>	<u>6/1/02</u>	<u>6/01/03</u>	<u>6/01/04</u>	<u>6/01/05</u>	<u>6/01/06</u>
Start Rate	11.81	\$12.46	\$13.04	\$13.57	\$14.12
Step I (1 - 3 Yrs.)	14.29	14.94	15.52	16.05	16.60
Step II (3-Plus Yrs.)	16.58	17.23	17.81	18.34	18.89
Working Foreman		19.23	19.81	20.34	20.89

(Working Foreman's pay rate is \$2.00 an hour more than the Step II hourly rate.)

### Section 2 - Pay Period

The salaries and wages of Employees covered by this Agreement shall be paid on the same day every other week. In the event this day is a Holiday, the preceding day shall be the pay day.

### **Section 3 - Longevity Service Pay**

Excepting those employees hired after June 1, 1987, each Employee covered by this Agreement shall receive Longevity Service Pay of Two Hundred (\$200.00) Dollars a year on the anniversary date of their completion of five (5) years of continuous employment and an additional Two Hundred (\$200.00) Dollars a year for each five (5) years of employment thereafter to a maximum of Eight Hundred (\$800.00) Dollars per year. Payment of Longevity Service Pay shall be by the method in effect prior to the negotiation of this Agreement.

### **Section 4 - On Call Pay**

Each weekend during summer hours, two (2) Union employees will be **On Call** for urgent work requirements. Employees will be paid \$1.50 per hour while not working, but remaining in an **On Call** status.

On call hours shall be from *5:00 p.m. on Friday through 6:00 a.m. on Monday*, for summer hours only.

## **ARTICLE XIII HOSPITALIZATION MEDICAL AND DENTAL BENEFITS**

### **Section 1**

The Employer will provide to all current employees at no cost, Preferred Care Tri-Vantage 250 - 2 with \$10.00 / \$25.00 / \$40.00, annual eyewear coverage with no cap on prescription effective August 1, 2003.

The Village of Newark will reimburse Union employees for any annual deductible expenses for medications up to fifty (\$50.00) per person, or one hundred and fifty (\$150.00) per family.

Employees hired after August 1, 2003 will contribute yearly towards their hospitalization and medical benefits plans at the following schedule rate:

August 1, 2003 - May 31, 2004	\$600.00 family - \$300.00 single
June 1, 2004 - May 31, 2005	\$600.00 family - \$300.00 single
June 1, 2005 - May 31, 2006	\$800.00 family - \$400.00 single
June 1, 2007 - May 31, 2007	\$800.00 family - \$400.00 single

The Employer will provide to all employees at no cost Guardian Dental Insurance with a \$2000.00 yearly cap effective August 1, 2003.

The Employer will provide to all employees **Deferred Compensation and Flexible Spending** programs.

## **Section 2**

The Hospitalization and Medical provisions of this Agreement shall be available for all Employees covered by this Agreement who have completed thirty (30) days of employment with the Employer.

## **ARTICLE XIV RETIREMENT PLAN**

### **Section 1**

The Employer shall provide Retirement Coverage and Death Benefits for each Employee under the New York State Employees' Retirement System *Section 75(e)* with the tier to be determined by the State of New York and the Employee's hire date.

## **ARTICLE XV SENIORITY**

### **Section 1 - Definition**

Seniority means an Employee's length of continuous service with the Employer since his/her last date of hire.

### **Section 2 - Probation Period**

A. All new employees hired shall be considered as probationary Employees for the first *one hundred and eighty* (180) calendar days of their employment. When an Employee completes his/her probationary period, he/she shall be entered on the seniority list. There shall be no seniority among probationary Employees. Upon completion of *one hundred and twenty* (120) calendar days, probationary employees shall receive all benefits afforded to all regular permanent employees. Probationary Employees may be discharged or disciplined in the discretion of the Employer and without recourse to this Agreement.

B. The Union shall represent probationary Employees for the purpose of collective bargaining in respect to wages, salaries, hours, and other conditions of employment as set forth under Article I of this Agreement.

### **Section 3 - Breaks In Continuous Service**

- A. An Employee's continuous service record shall be broken by:
  - 1. Voluntary quit;
  - 2. Discharge for just cause;
  - 3. Retirement;
  - 4. Failure to report for work for four (4) consecutive work days without notification to the Employer of the reasons for such absence shall be considered a voluntary resignation beginning on the first day of such absence;
  - 5. Failure to return from a leave of absence on the scheduled date of return;
  - 6. Has not been employed due to lay off or sick leave for a period of twelve (12) calendar months.

## **ARTICLE XVI WORK FORCE CHANGES**

### **Section 1 - Layoff**

A. In the event it becomes necessary to lay off Employees for any reason, Employees shall be laid off in the inverse order of their seniority within this job classification, subject to the Veterans Law of New York State.

B. The Employer shall forward a list of those Employees being laid off to the Local Union Secretary on the same date that the notices are issued to the Employee.

### **Section 2 - Recall**

A. Employees shall be recalled from layoff according to their seniority within their job classification. Whenever there is a job opening in a job classification in a lesser rated job than that held by the most senior man on layoff, the most senior man will be offered such opening if he/she is fully qualified to perform the work without training.

B. Notice of recall shall be sent to the Employee at his last known address by registered mail. If any Employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall, he/she shall be considered a quit. Recall rights for an Employee shall expire one (1) year from the date of layoff.

C. No new Employees shall be hired into a classification until all Employees on layoff status in that classification have been recalled.

### **Section 3 - Bumping Rights**

When an Employee is laid off due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights to bump, or replace an Employee with less seniority. Said Employee may, if he/she so desires, bump any Employee in an equal or lower job classification provided the bumping Employee has greater seniority than the Employee whom he/she bumps.

### **Section 4 - Elimination or Consolidation Of Jobs**

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights to transfer to any other job in the department his education and ability permit him to hold. An Employee transferred as a result of this application of this provision shall be given any training needed to perform satisfactorily the job to which he/she is transferred.

## **ARTICLE XVII GRIEVANCES AND ARBITRATION**

### **Section 1 - Definition of a Grievance**

For purposes of this Agreement a grievance shall be defined as a dispute or controversy between an individual Employee covered by this Agreement and the Employer, arising out of the application of interpretation of this Agreement.

### **Section 2**

It is expressly understood and agreed by the parties that the grievance and arbitration procedure provided for in this Agreement does not apply to, and is not intended as, a substitute or an alternative for any action permitted by, or required of, the Employer under any *Article of the State or Local Civil Service Law and Rules*.

### **Section 3**

The purpose of this Article is to provide the sole method for the settlement of grievances as defined herein, and such grievances shall be settled in accordance with the following procedure:

### **Step I**

The grievances shall be presented *orally* by an authorized Union representative to the immediate supervisor/foreman within five (5) working days of the date the Union became aware of the cause or occurrence giving rise to the grievance. In the absence of the immediate supervisor/foreman, the Step I, grievance may be presented to the department head or a member of the Personnel Committee. If the grievance cannot be resolved at Step I, the grievance may be submitted to the next step.

### **Step II**

If the grievance cannot be resolved at Step I, the designated Union Representative may submit a written grievance to the designated member of the Personnel Committee/Department Head within ten (10) working days of the initial discussion at Step I. If the designated Personnel Representative does not deliver a written answer or denies the grievance in writing, the Union may proceed to Step III, within ten (10) days of the initial grievance presented at Step II. The Union may present the grievance to the Village Board at Step III.

### **Step III**

The Union will submit the written Step III grievance to the Village Board within ten (10) days of the date of the Union's initial presentation at Step II. After receipt of the written grievance, at this Step the Village Board will convene a meeting within ten (10) working days from the date it received the written Step III grievance. The aggrieved employee, the Union Representative, and such other persons as the parties deem necessary for the purpose of resolving the grievance will be present. If the grievance is not resolved as a result of this meeting, and written reply of the Village Board, or its representative, is not received the Union, and its representatives within fifteen (15) calendar days after the completion of the Village Board Grievance Hearing, the Union Grievance Committee may submit the grievance to Arbitration.

### **Section 4**

Failure to give an answer within the specified time limits set out above shall automatically move the grievance to the next Step.

### **Section 5**

Should there be any dispute between the Employer and any Employee concerning the existence of good and sufficient cause for discharge, such dispute shall be adjusted as a grievance in accordance with the terms of this Agreement beginning at Step 2, with the exception of all discharge or discipline cases which are excluded under this grievance procedure by virtue of the exclusion of the application of this grievance procedure to areas subject to the *State and Local Civil Service Law and Rules*, as provided in Step III.



## **Section 6**

In the event that a grievance is unresolved after being processed through all of the Steps of the grievance procedures, or having moved through the grievance procedure by default, then not later than thirty (30) calendar days after the Step II procedures are complete, or thirty (30) calendar days after the time limits required by the Step procedures are complete, or thirty (30) calendar days after the limits required by the Steps in the Grievance Procedures have run out, the Union may request from the *Public Employment Relations Board* (PERB) a list of seven (7) arbitrators from which the Employer and the Union shall select an arbitrator by striking names alternately until one (1) remains who shall be designated the arbitrator for the grievance in question. Each party shall have the right to reject one panel of arbitrators submitted by (PERB), *Public Employment Relations Board* and to request that the Board submit a new list of seven (7) arbitrators from which the Employer and the Union shall make their selection as outlined above. Any such rejection must be noticed in writing to the other party and the Board by certified mail postmarked not later than ten (10) days from the date the list was mailed to the Board.

## **Section 7**

The arbitrator shall have no power to add to, or modify any of the provisions of this Agreement.

## **Section 8**

No decision of an Arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment or other adjustment, in any other case.

## **Section 9**

No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

## **Section 10**

The decision of the arbitrator shall be final and binding upon the parties. The fees and expenses of the arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

## **ARTICLE XVIII GRIEVANCE COMMITTEE AND STEWARDS**

A. Employees selected by the Union to act as Representatives shall be known as "*Stewards*". The names of Employees selected as stewards and the names of other Union Representatives who may represent Employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the *Union Grievance Committee*.

B. Grievance Committee Members may investigate and process grievances during working hours without loss of pay, only when such investigations cannot be done outside regular working hours. Whenever a Steward intends to do any Union business on working time, he/she shall notify his/her immediate superior and report back when his/her business is complete.

## **ARTICLE XIX STRIKES AND LOCKOUTS**

### **Section 1 - Lockouts**

No lockout of Employees shall be instituted by the Employer during the term of this Agreement.

### **Section 2 - Strikes**

No strikes, slowdowns, or any other concerted refusal to work shall be caused or permitted by the Union during the term of this Agreement.

## **ARTICLE XX GENERAL PROVISIONS**

### **Section 1 - General Provisions**

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female Employees.

### **Section 2 - Work Rules**

A. The Employer retains the right to make reasonable work rules and to enforce existing work rules or establish new work rules.

B. New work rules or changes in existing work rules shall not become effective until two

(2) weeks prior thereto:

- (1) they have been posted on all bulletin boards,
- (2) given in writing to all employees and Union representatives (a copy for each employee)
- (3) given orally to the Employees at a meeting called for that purpose.

C. Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement.

D. An unresolved complaint involving discrimination in the application of new and existing rules shall be resolved through the grievance procedure.

### **Section 3 - Employee Discipline**

The Village shall have the right to discipline an employee only for just cause. The Village shall use progressive discipline where appropriate.

### **Section 4 - Car Allowance**

Employees who are requested by the Employer to use their personal automobile on Village business, will be reimbursed at the Federal Government Mileage Rate.

### **Section 5 - Clothing Allowance**

All bargaining unit Employees shall receive an annual clothing allowance each year of the four years of this bargaining agreement, in the amount of two hundred twenty five (\$225.00) dollars in the form of a gift certificate provided by the Employer, from one of three vendors.

Employees will select which vendor they wish to receive their gift certificates from.

The Employer and the Union will determine which three vendors will be made available for the employees to make their selection for the gift certificate.

### **Section 6 - Tool Insurance**

The Employer shall purchase insurance to cover mechanic's tools against casual and provable theft, with a two hundred (\$200.00) dollar deductible clause.

### **Section 7 - Village Owned Tools**

The Village shall purchase one (1) set of regular mechanic's tools and one (1) set of metric

mechanic's tools for use by Village Employees. The Village will not be responsible for lost or damaged tools belonging to these sets.

#### **Section 8 - Tool Allowance**

A tool allowance shall be granted to mechanics in the amount of one hundred and fifty (\$150.00) dollars in a lump sum for each of the four years of this contract, to be reimbursed on Village vouchers. Special tools will be purchased by the Village upon approval by the Shop Foreman (a list of required hand tools for shop mechanics will be drafted by the Shop Foreman and the Union representatives for Employees hired after June 1, 1984).

#### **Section 9 - Safety and Health**

Each bargaining unit member will receive *hepatitis B* inoculations to be paid for by the Village.

#### **Section 10 - Incentive Program**

The Village and the Union shall mutually agree to create an incentive program to encourage cost savings idea(s) on or before May 31, 2000. A committee of Union and Management officials shall be formed and shall begin meeting on or before September 1, 1999.

#### **Section 11 - Managers/Foremen Working Employees Overtime**

No Foreman or Manager shall replace a bargaining unit employee for overtime hours worked except in situations that affect public safety or health.

#### **Section 12 - Village Board Minutes**

Copy of minutes of all Village Board meetings are to be distributed to the President of the Union and/or provide a copy to the Union Secretary so that a file can be maintained.

#### **Section 13 - Village Honoring Employees**

The Village at its own discretion reserves the right to honor employees by hosting special events such as recognition dinners etc.

#### **Section 14 - Separation of Service and Conversion of Unused Sick Time**

In the event that an employee terminates his/her employment with the Village prior to retirement, on a voluntary basis, said employee shall be permitted to convert any and all unused sick days as follows:

After five (5) years	conversion of 35% to cash payment in one lump sum.
After ten (10) years	conversion of 65% to cash payments in one lump sum, or quarterly monthly installments.
After fifteen (15) years	conversion of 80% to cash payment over a thirty-six (36) month period.
After twenty (20) years	conversion of 100% to cash payment over a thirty-six (36) month period.

**Note: for both 15 and 20 year, the Village has the option of either paying in one lump sum or making payments over a thirty-six (36) month period.**

Any conversion of retirement benefits shall be paid at the hourly rate paid on the last day of employment.

At Retirement, an employee has the option to either convert his/her remaining sick days, to a cash payment as stated above.

In the event, said employee does not want to exercise his/her option to convert to cash, then and in that event, said employee may utilize any unused sick days as a credit towards the purchase of medical benefits as a retiree. See Article VI, Section D(1), D(2) and D(3).

#### **Section 15 - Holiday Weekend Dump Closure**

The Village agrees that on a Holiday weekend, the Village dump shall be closed and non-operative.

#### **Section 16 - Quarterly Lunch Meetings**

The Village will provide quarterly lunch meetings at no cost to the employees.

The meetings are for open discussions.

#### **Section 17 - Work Safety Incentive**

For every month there is no lost time accidents, management will provide a free catered lunch for all DPW employees.

For every three (3) months no lost time accidents, each employee will receive fifty (\$50.00)

dollars. For six (6) months of no lost time accidents, each employee will receive seventy five (\$75.00) dollars. For nine (9) months of no lost time accidents, each employee will receive one hundred (\$100.00) dollars. For twelve (12) months of no lost time accidents each employee will receive one hundred fifty (\$150.00) dollars.

Payments will be made at the end of each period.

#### **Section 18 - Village Incentive Program**

Employees who have an idea on ways that the Village of Newark can save money of at least a thousand (\$1000.00) dollars or more through a better way of doing things, (time and/or money) must submit their ideas in writing to management. Employees who submit incentive ideas will receive a gift certificate to Chase Pitkins - Wegmans in the amount of one hundred (\$100.00) dollars.

#### **Section 19 - Safety Incentive**

Employees who discover a safety issue and/or idea and submit it to management in writing will receive a fifty (\$50.00) dollar gift certificate from Chase Pitkins - Wegmans.

One (1) Union Trustee will serve on the committee that reviews all Village incentive and safety incentive programs.

#### **Section 20 - Cell Phones**

The Employer will provide to all bargaining unit employees cell phones at no cost. Cell phones are to be at work and on during working hours. Employees may use the cell phones for their own personal business and will be able to take them home as well.

Employees who exceed the allotted monthly minutes will reimburse the Village of Newark.

#### **Section 21 - Village Christmas Party**

The Village will host a annual Christmas Party at no cost for all employees and their spouses, [or significant other].

**ARTICLE XXI  
SAVINGS CLAUSE**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section, or portion thereof directly specified in the decision, upon issuance of such a decision, the parties agree to immediately renegotiate the Article, Section, or portion thereof.

**ARTICLE XXII  
TOTAL AGREEMENT**

The foregoing constitutes the entire Agreement between the parties and no verbal statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

Nothing in the Agreement shall prevent the Village Board from granting benefits (excepting pay benefits) in excess of the contractual benefits, and these excess benefits shall not be considered a part of this Agreement.

**ARTICLE XXIII  
STATUTORY PROVISIONS**

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

**ARTICLE XXIV  
TERMINATION AND MODIFICATION**

This Agreement shall be effective on the June 1, 2003, and shall remain in effect until May 31, 2007. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Dated: August 22, 2003

**Village Of Newark**

By: Peter M. Blandino  
Mayor

**Local 721, American Federation of State,  
County, and Municipal Employees,  
AFL-CIO**

By: Peter P. Williams Jr.  
President

**American Federation of State, County and  
Municipal Employees, AFL-CIO**

By: Peter B. Nickles  
Area Representative  
PETER B. NICKLES