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#### **Contract Database Metadata Elements**

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WC / 8758

# **AGREEMENT**

**between**

**VILLAGE OF ILION**

**and**

**TEAMSTER UNION, LOCAL #182**

**for the**

**CLERICAL EMPLOYEES**

**EFFECTIVE JANUARY 1, 2008**

**EXPIRATION DECEMBER 31, 2010**



**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUL 08 2008**

**ADMINISTRATION**

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This AGREEMENT, effective the first day of January 2008 through the 31<sup>st</sup> day of December 2010 negotiated as a contract between the Board of Trustees of the Village of Ilion, New York, (known by reference as the "Village Board"), and the village of Ilion Clerical Unit of Teamsters Local 182 (known by reference as the "Union").

## **SECTION 1 RECOGNITION**

The parties recognize that under this Agreement, each of them has responsibilities for the welfare and security of the employees.

- A. The Village of Ilion, hereinafter referred to as the "Village," recognized the Village of Ilion Clerical Unit of Teamsters Local 182, hereinafter referred to as the "Union" as the sole and exclusive representative for all employees in the unit described in Section 19, as well as any and all current and newly created positions having a community of interest with this unit. The Village agrees that the Village of Ilion Clerical Unit of Teamsters Local Union 182 shall be sole and exclusive representative for all employees described in Section 19, as well as any and all current and newly created positions having a community of interest with this unit for the purpose of collective bargaining during the term of this agreement.
  
- B. DUES: Upon receipt of proper written authorization, the Village shall deduct monthly dues on a pro rata basis and shall remit the monies collected to the Union no later than the 15<sup>th</sup> of each month. The Union agrees to indemnify and hold harmless the Village from any cause of action, claims, loss or damages incurred as a result of this clause. All deductions under the article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notices shall be given to the Village Clerk. The Village Clerk shall thereafter cease withholding any monies whatever under check-off authorization. Assignees shall have no right or interest whatsoever in any money authorized until such money is actually paid over to them.

The Village or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee, the Village and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

- C. Agency Fee: The Village of Ilion shall deduct from the wage or salary of those employees who are not members of the Unit the amount equivalent to the dues levied by the Village of Ilion Clerical Unit of Teamster Local 182 and shall transmit the sum so deducted to the Village of Ilion Clerical Unit of Teamsters Local 182 in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Village of Ilion Clerical Unit of Teamsters Local 182 affirms that it has adopted such procedure for refund of agency fee deduction as required in Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency fee deduction shall continue in effect so long as the Village of Ilion Clerical Unit of Teamsters Local 182 maintains such procedure. The agency fee deduction shall be made following the same procedure as listed in Section 1 (B) except as otherwise mandated by law. The agency fee for the period January 1, 2004 to December 31, 2006 shall be deducted according to the schedule for membership dues deduction.

## **SECTION 2 NO RIGHT TO STRIKE**

The Union hereby affirms that it does not assert the right to strike against the Village either directly or indirectly, or to impose an obligation to conduct, assist or participate directly or indirectly in such a strike in compliance with Section 207, subdivision 3 of the Taylor Law, Article 14 of the Civil Service Law of the State of New York.



**SECTION 3**  
**NEW POSITIONS, POSTING AND JOB BIDDING, PROBATIONARY EMPLOYEES**

- A. Newly created and vacant positions shall be filled according to this contract and Civil Service requirements. Assignments to promotional positions shall be filled by current members of the Clerical Unit in accordance with Civil Service Law.
- B. To fill a permanent vacancy (not caused by vacation, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period not to exceed two (2) working weeks. Any employee may signify to the Village, in writing, during that period, an interest in being considered for the opening. An employee may rescind their request for a position any time during the two week period. Preference for filling a posted position will be given to the senior bidder. If no employee has bid, the vacancy may be filled by outside hiring pursuant to Civil Service rules and regulations by filling the vacancy from eligible candidates on the Civil Service list. The job vacated by successful bidder will be posted in accordance with this clause and Civil Service rules and regulations.

Up to the first thirty (30) days on the new job shall be considered a trial period. Once the trial/provisional period is completed, if it is determined that the job is not being satisfactorily performed, the employee shall be returned to her former job and the position vacated will be reposed in accordance with Civil Service rules and regulations.

- C. All new employees shall be regarded as probationary for the first one hundred eighty (180) calendar days of their employment by the Village. The retention of a probationary employee is entirely within the discretion of the Village.
- D. To fill a temporary ("temporary" defined as a period of up to 90 days) vacancy (caused by vacation, illness, leave or similar reason), the Village may sublet the services of an outside agency (i.e. Kelly Services, Manpower).

## **SECTION 4 SENIORITY**

Seniority shall be defined as the total length of continuous service with the Village of Ilion. The accumulated length of continuous service with the Village computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for a bonafide illness or injury certified by a physician not in excess of one (1) year. Seniority can be affected by any of the following:

- a) Discharge.
- b) Failure to return promptly upon expiration of authorized leave.
- c) Absence for three (3) consecutive working days without leave or notice (unless there are extenuating circumstances) shall be considered automatic resignation (abandonment of position).
- d) Absence, for illness or injury for more than one (1) continuous year.
- e) Layoff for longer than one (1) year.

The application of this section shall be governed by Civil Service rules and regulations. Promotion will be based not only on the taking and passing of an appropriate Civil Service examination for promotional positions, but upon seniority as well.

## **SECTION 5 HOURS, WORK WEEK, AND SCHEDULING**

The standard work day shall be seven (7) hours and the standard work week shall be thirty-five hours. Work day hours will be scheduled between 8:00 a.m. and 4:30 p.m. with one (1) hour unpaid lunch break.

The Village may, with timely notice, alter the schedule to reflect work periods effected by absences and/or emergencies. A morning and afternoon break (each not to exceed 10 minutes) will be granted to each unit member. Effective with this agreement, employees will work on the basis of Monday through Friday as their regularly scheduled work week. Each employee shall receive one and one half (1 ½) times her straight time hourly rate for all work over eight (8) hours in one day providing employee is present and works 35 hours in that week, unless having a bona fide excuse. Each employee shall receive two and one-half (2 ½) times her straight time hourly rate for any and all work on holidays.



- All employees hired after January 1, 2008 will be required to work a five (5) day, forty (40) hour work week.

## **SECTION 6 VACATION**

- A. Members of the Clerical Unit of Teamster Local 182 will be entitled to vacation as follows:

Two (2) weeks paid vacation after one (1) year of service to be taken with immediate supervisor's approval beginning with anniversary date of employment (1<sup>st</sup> year).

Three (3) weeks paid vacation after five (5) years of service to be taken with immediate supervisor's approval beginning with anniversary date of employment (5<sup>th</sup> year).

Four (4) weeks paid vacation after ten (10) years of service to be taken with immediate supervisor's approval beginning with anniversary date of employment (10<sup>th</sup> year).

Five (5) weeks paid vacation after twenty (20) years of service to be taken with immediate supervisor's approval beginning with anniversary date of employment (20<sup>th</sup> year).\*

\* The maximum vacation allotment for employees hired after January 1, 2002 will be four (4) weeks.



**SECTION 7  
HOLIDAYS**

The following list will constitute the twelve (12) paid holidays recognized by the village of Ilion for purposes of employee vacations:

- |     |                               |                           |
|-----|-------------------------------|---------------------------|
| 1.  | New Year's Day                | January 1                 |
| 2.  | Martin Luther King's Birthday | As designated             |
| 3.  | President's Day               | As designated             |
| 4.  | Good Friday                   | As designated             |
| 5.  | Memorial Day                  | May, last Monday          |
| 6.  | Independence Day              | July 4                    |
| 7.  | Labor Day                     | September, first Monday   |
| 8.  | Columbus Day                  | October, second Monday    |
| 9.  | Veteran's Day                 | November 11               |
| 10. | Thanksgiving Day              | November, fourth Thursday |
| 11. | Thanksgiving Friday           | November, fourth Friday   |
| 12. | Christmas                     | December 25               |

If any of the holidays fall on Sunday, the following Monday shall be considered as the holiday. If any of the holidays fall on Saturday, the Friday before shall be considered as the holiday.

If an employee is required to work on a holiday, then the employee shall be paid at the rate of 2 ½ times her regular rate of pay.

In the event that the unit chooses to "float" a holiday, a letter will be submitted to the Village in a timely manner for Village Board approval.

**SECTION 8  
SICK LEAVE**

The Village, in its recognition of sound employee relations and practice of granting earned sick leave, grants the following sick leave plan to the members of the Clerical Unit of Teamster Local 182.

Unit members will be eligible for one (1) day sick leave per month after three (3) months service with the Village. Sick leave will accumulate at the rate of one (1) day per month for a total of one hundred and forty-five (145) days.

Should sickness or injury consume the employee's maximum accumulation, the employee will be eligible for one (1) sick leave day the following month thereafter the maximum number of days have been accumulated.

Should an employee completely exhaust sick leave and still require absence from work, unit members may offer days on an as-needed, voluntary basis.

In the event an employee has been absent from a compensation injury, she may elect to use accumulated sick leave to "make up" the difference between weekly compensation pay and the regular or standard hourly pay. The accumulated sick days in this instance will be treated as used sick leave.

### **SECTION 9 RULES GOVERNING SICK LEAVE**

- A. When the need to use sick leave occurs, a member shall call the Village Clerk Treasurer and report the sickness with as much advance notice as possible.
- B. In the case of absence due to illness (including pregnancy), if such illness exceeds five (5) working days, the unit employee, upon presentation of a doctor's certificate, may elect to exhaust accumulated sick leave before applying for a leave of absence due to ill health.
- C. Any employee off duty for five (5) days or more on sick leave must present evidence of physical capability from a physician prior to reporting back to work.

### **SECTION 10 UNUSED SICK LEAVE ON DEATH OR RETIREMENT**

In the event of death or retirement, the member (or her heirs) will be awarded an amount equal to the employee's accrued sick leave, computed at the employee's regular rate of pay. Employees hired after January 1, 2002, will be remunerated at the rate of \$68.00 per day.

Employees may opt, rather than taking payment for accumulated sick leave upon retirement, to have payments applied to the premiums for the continuation of their health insurance on a dollar-for-dollar basis.

**SECTION 11  
PERSONAL LEAVE**

- A. The members of the Clerical Unit will be granted five (5) personal days per year to conduct personal business which cannot be conducted outside of normal business hours. New hirees after January 1, 2004, shall only be granted three (3) personal days per year. Personal leave may be taken for religious observance, legal responsibilities, family illness, medical appointments and emergencies or instances of a personal nature. Said time shall accrue to the members on the first of each calendar year. Authorization by the Village Board may be granted for personal leave in addition to those stated (this does not refer to personal leave over and above that which is granted here).
- B. Personal leave will not be allowed for the early start or extension of a vacation period or to supplement other legitimate paid absence (except as referenced in Section 12C – Bereavement).
- C. Requests for personal leave must be made in writing at least thirty-six (36) hours prior to the start of the work period in question to conduct personal business or for special appointments. Emergency personal leave will be handled by mutual agreement between the Village Clerk and the employee, however, emergency personal leave will be documented in writing, prior to returning to work.
- D. Additional emergency requests beyond the five (5) days will be handled as a request to the Village Board of Trustees. The employee making the request shall obtain the concurrence of the Village Clerk. Granting of special requests beyond five (5) days will be handled as an individual case and will be made by the Village Board of Trustees.

**SECTION 12  
BEREAVEMENT LEAVE**

Absence from duty by an employee of the Clerk's Office by reason of the death of a member of her immediate family will be allowed, without loss of any compensation as hereafter follows:

- a) A family member will be defined as spouse, child, mother, father, sister, brother, grandchild, grandparent, step family member, mother-in-law, father-in-law and any immediate relative residing in the employee's household.
- b) Absence from duty for any reason stated in this section will be granted by the Village Clerk Treasurer for a maximum of three (3) calendar days per incident, one (1) day of which must be the date of the funeral.
- c) If an employee must travel out-of-state, they shall, at the Village Board's discretion, be granted up to an additional three (3) calendar days of leave. Personal time must be used first.
- d) Such bereavement days are considered above and beyond personal leave days (which an employee has been given per the contract) and are neither usable for any other purpose nor are they accruable.

**SECTION 13  
SETTLEMENT OF DISPUTES**

A. Grievances:

Any grievance or dispute which may exist between the Village and the Union, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

**Step 1:** With the exception of disciplinary action, the Business Agent or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the Village Clerk Treasurer within five (5) work days of its occurrence; if at any time the business Agent or any authorized representative of the Union is unaware of the grievance, it will be taken up within five (5) days of their knowledge of its occurrence. The grievance shall be in writing. The Village Clerk Treasurer may request a conference with the grievant and Business agent, if the grievant so requests. The Village Clerk Treasurer shall then attempt to adjust the matter and shall respond to the Business Agent or other authorized representative of the Union and the employee within fourteen (14) work days.



**Step 2:** If the grievance still remains unadjusted, it shall be presented by the Business Agent and/or an authorized representative of the Union to the Village in writing within fourteen (14) work days after the response of the Village Clerk Treasurer is due. The Village shall schedule a meeting within fourteen (14) days after receipt of the grievance with the Business Agent and/or the authorized representative of the Union and the employee. The Village shall within fourteen (14) work days of such meeting, set forth an answer in writing to the Business Agent of the Union and to the grievant.

**Step 3:** If the grievance is still unsettled after Step 2, the grievant and/or the Union will have the right to request a Village Board review of the previous stage determination.

B. Matters Relevant to Grievance Procedures:

1. The time limits in the grievance procedure may be extended by mutual agreement, in writing.
2. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

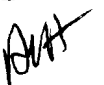
**SECTION 14  
DISCIPLINE AND DISCHARGE**

The only procedure for taking disciplinary action or measures against any Member covered under this agreement shall be pursuant per statute under Section 75 of Civil Service Law.

**SECTION 15  
EMPLOYEE REVIEW OF PERSONAL RECORDS**

Any employee who desires may upon timely notice review their file in the Village Office.

- A. It is understood that such requests should be made with:



1. Reasonable lead time so as not to disrupt the normal operation of the Village Office.
  2. The understanding that no document(s) is/are to be permanently removed from the individual personal folder.
- B. While reviewing her file, the employee must do so in the presence of the Village Clerk Treasurer.
- C. After the passage of three (3) calendar years from the date of issuance of a warning, letter of reprimand, notice of suspension, any other documents deemed undesirable by the employee and contained in their personal file, the employee may:
1. Through written request, petition the Village Board to review their record on the infraction in question with the intention of having an addendum attached to the particular document, which would verify that the employee had not recommitted this particular offense during the intervening time.
  2. The employee requests to the Village Board will be reviewed by the Department Liaison.
  3. The Liaison will review his/her findings with the Board and make their recommendations to whether or not the employee's request should be approved or denied.
  4. The Village Board will approve or deny the request:
    - a) If it is approved, the Village Clerk will be directed to make the appropriate addendum to the file document.
    - b) If denied, the liaison will be directed to so inform the employee, giving reasons for the denial.
    - c) Whether approved or denied, the employee will receive a written decision from the Board as to the reason(s) for its decision, which will become part of the employee's personnel file.

5. A request for an addendum to a particular document may be made only once a year.
6. The Village will provide an educational incentive that will be approved by the Union in a Letter of Understanding.
7. Letter of Understanding (LOU) concerning "new hires / past practice" to be implemented effective January 2008.

## **ARTICLE 16 GENERAL CONDITIONS**

### **A. Joint Objectives**

Both parties agree that they will use their influence and best endeavors to protect both the Village and unit members and their interests; that they will cooperate with one another in promoting and advancing the welfare and prosperity of both parties.

Neither the Village nor the Union shall discriminate against any employee for race, creed, color, sex, age or self-determination.

It is agreed that the work week and work day in effect prior to the effective date of this agreement, except as modified by this current agreement, shall continue during the course of this agreement and the Village agrees that neither the work week nor work day shall be modified, changed or amended without written mutual agreement of the parties. In the event of an emergency or major disaster over which the employer has no control, that causes a closing of the department, members of this unit shall be entitled to such time as paid time off. Further, should members of this unit on such days be required to work, their remuneration shall be at time and a half.

It is agreed that all employee benefits that employees have prior to entering this agreement shall be retained unless specifically abridged, modified, changed, deleted, granted within this agreement.

The Village recognizes the right of the employees to designate representatives of Teamsters Local 182 (Stewards) to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract.

The Village recognizes and will deal with all recognized stewards in all matters relative to grievances, interpretations of this agreement, or in any other matter which may affect the relationship between the Village and the Union.

A written list of stewards shall be furnished to the Village immediately after their designation and the Union shall notify the Village promptly of any changes.

The Union shall have one (1) steward and one (1) alternate for the purposes of this article.

The Union member herein referred to as Steward shall be permitted a reasonable amount of free time from their regular duties for the administration of this contract and to attend union-related meetings. This time shall be apart from time devoted to attendance at mediation, arbitration and bargaining sessions (negotiations). When using this time, the unit will notify the Village Clerk in a timely manner.

The Union shall have the use of a bulletin board on the Village's premises for the posting of notices relating to Union meetings and official union business only.

## **SECTION 17 DURATION**

The Agreement shall become effective January 1, 2008 and will remain in effect until the 31<sup>st</sup> day of December, 2010.

Negotiations are to be started as early as possible and be concluded by October 15<sup>th</sup> of that contract year. If there is not agreement on a new contract by that time, negotiations will proceed to the next step (mediation, fact finding and/or arbitration). However, if by the 15<sup>th</sup> day of October, no new agreement has been executed between the Village and the Union, the parties agree that all of the terms, provisions and benefits of this Agreement will remain in effect until a new agreement has been executed retroactive to the extent permitted by law to the first day of January.



**SECTION 18  
VILLAGE BOARD APPROVAL**

All agreements on the part of the Village to the provisions contained herein are subject to the approval of the Village Board of the Village of Ilion before implementation if such approval is required by law, and are subject to the rules, laws, regulations, ordinances and local laws of the State of New York and the Village of Ilion.

**SECTION 19  
UNIT AND CURRENT COMPENSATION**

It is mutually agreed that for the purposes of this agreement, the terms "employee" and "employees" shall include all of the following titles, as well as those titles/positions having a community of interest and said titles shall constitute the collective bargaining unit.

**Classification**

Account Clerks

Account Clerk Typists

Bookkeepers

See Pay Schedule

**SECTION 20  
COMPENSATION FOR PERIOD OF CONTRACT**

All wages will reflect a (\$.50) fifty cent increase each year of the contract, starting every January 1<sup>st</sup>.

All employees hired after January 1, 2008 will enjoy a yearly rate of pay of **(\$22,880)** twenty-two thousand eight hundred and eighty dollars. These employees will be required to work a five (5) day, forty (40) hour work week. An hourly rate of **(\$11)** eleven dollars per hour will be used for determining overtime pay and holiday pay. Overtime pay at the rate of (1 ½) one and one-half times their regular rate for all hours worked in excess of forty (40) in a work week.

Employees shall receive all contractual wage and longevity increases as part of the salary schedule.

For all employees covered under the existing 2007 contract, a bonus of **(\$710)** seven hundred and ten dollars will be given every January 1<sup>st</sup> of the new contract.

To be eligible for said bonus, said employees must be on the payroll January 1<sup>st</sup> of each year in question.

All employees who worked the contract year 2007 will be given a signing bonus of **(\$500)** five hundred dollars in full settlement for retro-pay and retro-health care employee contribution.

## **SECTION 21 HEALTH INSURANCE**

The members desire to continue insurance coverage with the Teamsters Health & Hospital Fund. Starting January 2008 through contract year 2010, the Health Care Plan will change to the SELECT Plan with all options at the highest level. All clerical employees covered under the Collective Bargaining Agreement will contribute through payroll deduction, (7.5%) seven and one-half percent of their individual cost of health care premiums.

## **SECTION 22 RETIREMENT**

Members are entitled to elect to participate in the New York State Retirement System on the tier available from the System at the time of employment.

*Art*

**SECTION 23  
LONGEVITY**

Members of the Clerical Unit shall receive the following longevity increments:

<b>3 Years</b>	<b>275</b>
<b>7 Years</b>	<b>550</b>
<b>12 Years</b>	<b>875</b>
<b>17 Years</b>	<b>1,300</b>
<b>22 Years</b>	<b>1,925</b>
<b>27 Years</b>	<b>2,150</b>

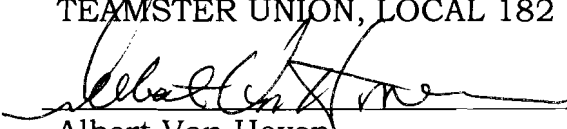
**DURATION OF AGREEMENT**

The **Agreement** thereto shall continue in full force and effect from the first day of January 2008 and shall remain in effect until the 31<sup>st</sup> day of December 2010. This **Agreement** shall be retroactive to January 1, 2008.

**FOR THE VILLAGE**  
VILLAGE OF ILION

**FOR THE LOCAL UNION**  
TEAMSTER UNION, LOCAL 182

\_\_\_\_\_  
Mark Cushman,  
Mayor

  
\_\_\_\_\_  
Albert Van Hoven  
Sec'y-Treasurer/Business Agent

Date: \_\_\_\_\_

Date: 3-4-08

