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COLLECTIVE BARGAINING AGREEMENT

by and between the

VILLAGE OF LEWISTON

and

TEAMSTERS LOCAL 264

(DPW UNIT)

April 12, 2005 – May 31, 2006

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Village of Lewiston, hereinafter referred to as the "Village", and the Teamsters Local 264, hereinafter referred to as the "Union."

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Village are vested exclusively in the Village and the Village not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Village unless expressly provided otherwise in this Collective Bargaining Agreement.

2.1.2 In the event there is a layoff of employees in the bargaining unit as a result of the Village contracting or subcontracting for services normally performed by the bargaining unit, the parties will meet prior to the layoff for the purpose of effects bargaining.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: In accordance with the certification of the New York State Public Employment Relations Board (Case Number C-5395), the Village recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.2.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Inclusion: Included in the bargaining unit are all regular full-time and regular part-time employees of the Department of Public Works.

3.2.2 Exclusion: Excluded from the bargaining unit are the Superintendent of Public Works, Deputy Superintendent of Public Works, supervisory employees, temporary employees, seasonal employees, clerical employees, and all other employees employed by the Village of Lewiston.

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

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

3.2.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an as needed basis or to replace an employee who is on an approved leave of absence and will not be eligible for benefits provided through this Collective Bargaining Agreement.

3.2.6 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal. Seasonal personnel shall not be eligible for benefits provided through this Collective Bargaining Agreement.

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

3.3 Others Performing Bargaining Unit Work

3.3.1 Supervisors: Supervisory employees, including the Superintendent of Public Works and Deputy Superintendent of Public Works, may perform bargaining unit work to meet the operating needs of the department, provided it does not result in the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under 6.1.5.

3.3.2 Public Assistance Recipients: The Village may utilize public assistance recipients who are enrolled in employment and training programs, provided the use of such person does not directly result in the lay-off of then current employees or the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under 6.1.5.

3.3.3 Volunteers: The Village may utilize volunteers from the community on projects including, but not limited to, clean-up of parks and other public areas, beautification projects, and lawn mowing, provided the use of such person does not directly result in the lay-off of then current employees or the reduction in the scheduled hours of a given full-time employee or interfere with the procedure for assigning additional hours under 6.1.5.

3.4 Union Membership/Agency Shop

3.4.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Village and the Village will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.4.3, below.

3.4.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of the execution of this Collective Bargaining Agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a

service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Village will deduct and remit the service fee in accordance with 3.4.3, below.

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

3.4.4 Indemnification Clause: The Village assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Village from and against the cost of such action or proceeding and to pay any judgment entered against the Village in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Village.

3.5 Leave for Contract Administration

3.5.1 Investigation and Presentation of Grievances: The Union may designate one employee as Shop Steward. The Shop Steward will be allowed release time, without pay, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may only be conducted during non-working hours (e.g. before and after the workday, meal periods, rest periods).

3.5.2 Meetings with Management: The Shop Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Superintendent of Public Works has requested the meeting.

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

3.6 Leave for Negotiations

3.6.1 Eligible Employees: The Union may designate up to two employees to attend negotiations with the Village. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Village.

3.7 Access to Village Premises

3.7.1 Union Representatives: Representatives of the Union will be allowed access to the Village's premises for the purpose of conducting legitimate Union business related to the administration of this Collective Bargaining Agreement provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Public Works.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: An employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of fifty-two weeks.

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

4.1.3 Temporary or Seasonal: In the event a temporary or seasonal employee is hired as a regular full-time or regular part-time employee, such individual shall serve the full probationary period.

4.1.4 Promotions and Transfers: Refer to 5.2, below.

4.2 Seniority

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

4.2.2 Computation of Seniority: For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

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

4.2.4 Leave of Absence: An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

4.2.5 Workers' Compensation & Military Leave: An employee who is on Workers' Compensation and is not drawing on paid leave credits or who is on military leave will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. This process will be followed until the last employee who is eligible to bump has had the opportunity to do so.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position. This process will be followed until each laid-off employee who was within that job title has been recalled to that job title.

4.4.2 Notice of Recall to Same Job Title: The Village will notify the laid-off employee of the vacancy in 4.4.1 by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

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

4.4.4 Duration of Recall Rights: An employee who is laid off will be eligible for recall under 4.4.1, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

4.5 Performance Appraisal

4.5.1 Purpose and Criteria: The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

4.5.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Public Works. Informal evaluations will occur on an as needed basis. The Village's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

4.5.3 Post-evaluation Conference: After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report.

4.5.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement and be offered the opportunity for appropriate training.

4.5.5 Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report.

4.6 Personnel File

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

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

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

4.6.4 Employee Access: An employee may review and have copies made of the contents of the employee's own personnel file, with exception of letters of reference. Requests must be in writing to the Clerk Treasurer and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. The employee may not place any documents in the file without the approval of the Clerk Treasurer. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local laws require otherwise.

5 VACANCIES & PROMOTIONS

5.1 Notification of Vacancies

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Village intends to maintain, the vacancy will be posted for at least seven calendar days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Village may make a provisional appointment.

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

5.2 Appointment to Vacancies

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

5.2.2 Probationary Period (Promotion/Transfer): An employee who is promoted or transferred into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Village may rescind the promotion or transfer, provided the employee has been offered the opportunity for appropriate training, and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The Village will establish the beginning and ending times of normal operation. The Superintendent of Public Works will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department. Once established, the beginning and ending of an employee's normal workday shall not be changed without the mutual agreement of the employee and the Superintendent. If no agreement can be made, the Superintendent may implement the change with an advance written notice of at least twenty-one calendar days.

6.1.2 Workweek: The Village will establish the days it will conduct business and/or perform services. The Superintendent of Public Works will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department. Once established, the employee's scheduled days of work shall not be changed without the mutual agreement of the employee and the Superintendent. If no agreement can be made, the Superintendent may implement the change with an advance written notice of at least twenty-one calendar days.

6.1.3 Schedule Changes: The Village may not unilaterally change an employee's regular work schedule for the sole purpose of avoiding the payment of overtime in a given week.

6.1.4 Additional Hours of Work: An employee must receive prior approval from the Superintendent of Public Works before working additional hours. The Superintendent of Public Works may require an employee to work additional hours beyond the employee's normal workday and workweek. In the event the employee cannot work due to a scheduled class as a student in a matriculated program, the employee will be excused.

6.1.5 Procedure for Assigning Additional Hours:

Extension of Normal Workday - In the event there is an opportunity in a given job title to work additional hours and the hours are a continuation of the normal workday, the opportunity will be offered on a seniority basis (most senior first) to those regular full-time employees in the affected job title who are then working on the assignment where the additional hours are available. In the event no qualified employee volunteers (including regular part-time, temporary, and seasonal personnel), the work will be assigned on a seniority basis (least senior first) to those same regular full-time employees, provided the employee is qualified to perform the work.

Hours Not Extending from Normal Workday - In the event there is an opportunity in a given job title to work additional hours and the hours are NOT a continuation of the normal workday, the opportunity will be offered on a rotating basis to all regular full-time employees in the affected job title. In the event no qualified employee volunteers (including regular part-time, temporary, and seasonal personnel), the work will be assigned on a rotating basis to employees in that job title, provided the employee is qualified to perform the work.

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

6.1.7 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Village.

6.2 Notification of Absence

6.2.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Public Works at least fifteen minutes before the employee's scheduled starting time.

6.2.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Public Works at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally to the Superintendent of Public Works, unless the Superintendent of Public Works authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures may render the employee ineligible to use sick leave credits for the absence.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Superintendent of Public Works prior to leaving.

6.3 Meal & Rest Periods

6.3.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Public Works in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Public Works, an employee may leave the work-site during the meal period.

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

6.3.3 Overtime Meal Allowance: In the event a regular full-time employee works two or more hours beyond the employee's regular workday, the employee will receive a meal allowance of six dollars, which will be recorded on the employee's payroll record and subject to applicable taxes. The employee must present the receipt to the Clerk Treasurer for record keeping.

6.3.4 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period.

An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Public Works in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Public Works, all rest periods must be taken at the work-site and may not exceed the time allowed.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Pay Schedule: Employees will receive wage increases on June 1, 2004 and June 1, 2005.

7.1.2 New Hires: The wage rate for new employees will be at ninety percent of the lowest wage rate paid to a then current regular full-time employee. Upon completion of twenty-six weeks of continuous employment, the employee will receive a wage rate equal to the lowest wage rate paid to a then current regular full-time employee.

7.1.3 Crew Leader: In the event an employee is assigned to fulfill the duties and responsibilities of a crew leader, such employee will receive an additional one dollar per hour while performing as crew leader. This stipend will remain at one dollar during overtime, call-in, holidays, or any other time premium pay would otherwise be applicable. The Village may designate any employee to be a crew leader and no employee will be entitled to be crew leader simply because that employee previously was assigned to be a crew leader.

7.1.4 Longevity Bonus: A regular employee full-time will be eligible for a longevity bonus of one hundred dollars following the anniversary date of the employee's tenth year of continuous employment and again on the anniversary of each year thereafter until the employee has completed fifteen years of continuous service. Payment will be made on the first payday in December.

A regular full-time employee will be eligible for a longevity bonus of one hundred and fifty dollars following the anniversary date of the employee's fifteenth year of continuous employment and again on the anniversary of each year thereafter until the employee has completed twenty years of continuous service. Payment will be made on the first payday in December.

A regular full-time employee will be eligible for a longevity bonus of two hundred dollars following the anniversary date of the employee's twentieth year of continuous employment and again on the anniversary of each year thereafter until the employee has completed twenty-five years of continuous service. Payment will be made on the first payday in December.

A regular full-time employee will be eligible for a longevity bonus of two hundred and fifty dollars following the anniversary date of the employee's twenty-fifth year of continuous employment and again on the anniversary of each year thereafter until the employee has completed thirty years of continuous service. Payment will be made on the first payday in December.

A regular full-time employee will be eligible for a longevity bonus of three hundred dollars following the anniversary date of the employee's thirtieth year of continuous employment and again each year thereafter on the anniversary of the employee's succeeding years of continuous employment. Payment will be made on the first payday in December.

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the Superintendent of Public Works before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

7.2.3 Credit for Paid Leave: Holidays, vacation leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave, personal leave, bereavement leave, and all military leave will not be included as time worked in the computation of overtime.

7.3 Emergency Call-In Pay

7.3.1 Compensation: An employee who is called out for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, will receive premium pay at a rate of one and one half times the employee's regular rate of pay for a minimum of two hours.

7.3.2 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee arrives at the DPW garage.

7.4 Pay Period

7.4.1 Payroll Period: The payroll period will begin Monday at 12:01 a.m. and end seven calendar days later on Sunday at 11:59 p.m. An employee's paycheck will be based on the amount earned during the preceding payroll period.

7.4.2 Pay Date: Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Village.

- Independence Day
- Labor Day
- Veterans' Day
- Columbus Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve (afternoon)
- Christmas
- New Years' Eve (afternoon)
- New Year's Day
- Martin Luther King Jr. Day
- Presidents Day
- Good Friday
- Memorial Day

In addition, each employee is entitled to one "floating holiday" to be used between June 1st and May 31st of each year. An employee must receive prior approval from the Superintendent of Public Works to take the holiday.

8.1.2 Holiday Pay Eligibility: Full-time employees are eligible for paid holidays. Part-time employees are eligible for paid holidays only if the day the holiday is observed by the Village is the employee's normally scheduled workday.

8.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which a regular full-time employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Superintendent of Public Works. For example, if the holiday occurs on a Saturday and that day is the employee's regularly scheduled day off, the employee would observe the holiday on the preceding Friday or following Monday, as determined by the Superintendent of Public Works.

8.1.4 Holiday Pay: A regular full-time or regular part-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay, provided the part-time employee was otherwise scheduled to work on that day.

8.1.5 Assigned to Work on a Holiday: A regular full-time employee or regular part-time employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay".

8.1.6 Holiday Pay Requirements: An employee must work the employee's *scheduled* workday before and the employee's *scheduled* workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a scheduled paid vacation, scheduled paid personal leave, approved bereavement leave, or scheduled jury duty leave.

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

8.1.8 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Village-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Public Works at least fourteen calendar days in advance. An employee will not be denied time off solely because it has been requested for religious reasons. Time off is generally granted provided it does not create an undue hardship on the Village.

8.2 Vacation Leave

8.2.1 Allowance (Monthly Accrual): A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule. A regular part-time employee will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

	CREDITS PER MONTH
Upon hire	3.33 hours (equals 40 hours/year)
Upon start of 2 nd year of service	6.67 hours (equals 80 hours/year)
Upon start of 5 th year of service	10.00 hours (equals 120 hours/year)
Upon start of 10 th year of service	10.67 hours (equals 128 hours/year)
Upon start of 11 th year of service	11.33 hours (equals 136 hours/year)
Upon start of 12 th year of service	12.00 hours (equals 144 hours/year)
Upon start of 13 th year of service	12.67 hours (equals 152 hours/year)
Upon start of 14 th year of service	13.33 hours (equals 160 hours/year)
Upon start of 15 th year of service	14.00 hours (equals 168 hours/year)
Upon start of 16 th year of service	14.67 hours (equals 176 hours/year)
Upon start of 17 th year of service	15.33 hours (equals 184 hours/year)
Upon start of 18 th year of service	16.00 hours (equals 192 hours/year)
Upon start of 19 th year of service	16.67 hours (equals 200 hours/year)

For example, an employee who has completed one year of continuous service on February 26th will see an increase in the number of hours credited from 3.33 hours per month to 6.67 hours per month on March 1st; similarly, an employee who has completed nine years of continuous service on August 5th will see an increase from 10 hours per month to 10.67 hours per month on September 1st.

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

8.2.3 Accrual During Leaves of Absence: An employee will be credited with vacation leave credits while on a paid leave of absence or on military leave, but not while on any other unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

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

8.2.5 Annual Buy-Back: An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). To be eligible for this provision, the employee must have used at least eighty hours of paid vacation leave during the calendar year. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

8.2.6 Annual Vacation Schedule: The Village will post an annual vacation schedule for March through February whereby an employee with less than ten years of service must "bid" at least forty hours of vacation leave and an employee with ten or more years of service must "bid" at least eighty hours of vacation leave

The blank schedule will be posted on or about February 1st of each year. All "bids" must be submitted in writing by February 15th and the schedule will be established on or before March 1st. No vacation bids will be accepted for the month of May. No more than two employees will be allowed vacation leave during the same week. Preference in the selection of a vacation period will be given to the employee with the most service seniority. Vacation leave must be bid in forty hour blocks between Sunday and Saturday of the desired week. An employee may not bid for vacation leave in excess of what the employee has been credited.

8.2.7 Other Vacation Leave: In the event an employee wants to take vacation leave after the annual vacation schedule has been closed, the request must be submitted, in writing, to the Superintendent of Public Works as far in advance as possible. The Superintendent of Public Works will have total discretion in the approval of vacation leave. No more than two employees will be allowed vacation leave during the same week. Preference in the selection of a vacation period will be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than eight hours. An employee may take vacation leave only after it has been credited.

8.2.8 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance (Monthly Accrual): A regular full-time employee will be credited with eight hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned. A regular part-time employee is not eligible for paid sick leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Public Works.

8.3.2 New Employees: A newly hired employee may not use accumulated sick leave credits until after completion of three months of continuous employment.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while drawing full pay on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of sixteen hundred hours (200 eight-hour days). Any sick leave credits in excess of sixteen hundred hours will be cancelled.

8.3.5 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

8.3.6 Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member or assist with a medical appointment. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

8.3.7 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Public Works at least thirty minutes before the employee's scheduled reporting time. The notification must be made personally to the Superintendent of Public Works, unless the Superintendent of Public Works authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

8.3.8 Medical Verification: The Village may require medical verification of an employee's absence if the Village perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The Village may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

8.3.9 Abuse of Sick Leave: An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

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

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see 10.3.4 Short-Term Disability Benefits and 10.4.4 Workers' Compensation Benefits).
- Continuation of medical insurance beyond the twelve weeks provided under the Village's Family and Medical Leave Policy. The Village will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits toward monthly premium payments as a retiree. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement (see 11.1.3 Medical Insurance for Retirees).

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

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

8.3.12 Retirement Buy-Back: An employee who retires from the Village and has been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave. For example, an employee who has accumulated the maximum of sixteen hundred hours may sell-back up to one hundred and sixty hours. Payment will be at the employee's rate of pay at the time of retirement.

8.3.13 Separation of Employment - An employee whose employment with the Village is terminated due to a resignation, lay-off, or disciplinary discharge will not receive cash payment for unused sick leave.

8.4 Personal Leave

8.4.1 Allowance (front-loaded): A regular full-time employee will be credited with twenty-four hours of paid personal leave on June 1st of each year for use during the following twelve months. A regular part-time employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Public Works.

8.4.2 New Employees: An employee who is hired after June 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that fiscal year. For example, a full-time employee who is hired on March 1st will be credited with six hours of paid personal leave.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on May 31st will be canceled.

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

8.4.5 Scheduling: An employee must receive prior approval from the Superintendent of Public Works to take personal leave. The request must be submitted, in writing, to the Superintendent of Public Works at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Public Works will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than four hours. An employee may take personal leave only after it has been credited.

8.4.6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a paid leave of absence for up to five consecutive scheduled workdays immediately following the death. Such leave will be without loss of pay or leave credits. The employee must have completed thirty calendar days of employment to be eligible for this benefit. A regular part-time is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has prior approval from the Superintendent of Public Works. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)
- Person in Household (51% financial support)

8.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a paid leave of absence for up to two consecutive scheduled workdays immediately following the death plus one day to attend the funeral. Such leave will not be subtracted from any of the employee's leave credits. The employee must have completed the probationary period to be eligible for this benefit. For purposes of bereavement leave, "extended family member" will mean the following:

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

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

8.6 Jury Duty

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

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Public Works.

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

8.7 Volunteer Fire Fighter Duty

8.7.1 Response to Fire Alarm: Employees who are volunteer members of a fire district that serves the Village of Lewiston will be permitted to respond to fire calls during working hours without loss of pay or leave credits. However, the employee may not respond if the employee is working on an emergency for the Village of Lewiston (e.g. snow removal, storm clean-up, emergency road repair). The employee must notify the Superintendent of Public Works of the fire call as soon as possible. The employee must return to work as soon as possible.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Mayor. Subject to the approval of the Mayor, unpaid leaves of absence other than under the Village's Family and Medical Leave Policy may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Mayor at least thirty calendar days prior to planned commencement of the requested leave. The Mayor has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Mayor will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Mayor deems appropriate.

9.1.4 Continuation of Benefits: An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

9.1.5 Return to Work: An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Public Works, at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower grade, provided the employee is qualified to perform the job duties.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

9.1.6 Change in Status: If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

10 INSURANCE

10.1 Health & Welfare Fund

10.1.1 Insurance Plan: Medical insurance will be made available for regular full-time employees through the New York State Teamsters Council Health and Hospital Select Plan in accordance with the fund participation agreement. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event shall the Village be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or other expense not covered or reimbursed by the plan.

10.1.2 Premium Payment (2005): Effective January 1, 2005, the Village will contribute \$681.63 per month for composite coverage.

10.1.3 Premium Payment (2006): Effective January 1, 2006, the Village will contribute \$756.60 per month for composite coverage.

10.2 Pre-Tax Medical Expenses

10.2.1 Eligibility: A regular full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

10.2.2 Election Changes: Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

10.2.3 Pre-Tax Insurance Premiums: An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

10.2.4 Flexible Spending Accounts: An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator.

10.3 Workers' Compensation Insurance

10.3.1 Coverage: In accordance with New York State law, the Village will provide a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

10.3.2 Plan: The Village may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

10.3.3 Reporting of Injury: An employee should report an injury to the Superintendent of Public Works within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

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

10.3.5 Continuation of Medical Insurance: An employee should refer to the Health and Hospital Fund documents as it pertains to the continuation of medical insurance benefits.

10.4 Short-Term Disability Insurance

10.4.1 Coverage: Short-term disability insurance will be made available for non-job-related injuries or illnesses through the New York State Teamsters Council Health and Hospital Fund. The fund makes the determination of whether an employee is eligible for short-term disability benefits.

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

10.4.3 Reporting of Injury: An employee should contact the Plan Administrator as soon as possible to ensure prompt coverage of the claim.

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

10.4.5 Continuation of Medical Insurance: An employee should refer to the Health and Hospital Fund documents as it pertains to the continuation of medical insurance benefits.

11 RETIREMENT BENEFITS

11.1 Medical Insurance for Retired Employees

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

11.1.2 Plan & Premium Payment: As long as the Village makes available medical insurance and makes premium payments for other retired employees of the Village, the Village will make available the same plan and same premium contributions to eligible retirees from the bargaining unit under the same terms as it makes for other eligible retirees of the Village. Bargaining unit employees who retire after the effective date of this agreement and who are eligible for retiree health insurance coverage may elect to enroll in either the Union-sponsored plan or the Village-sponsored plan. In the event any such retiree elects to enroll in the Union-sponsored plan, the Village shall not, at any time, be obligated to make premium contributions which exceed, either in percentage or amount, the premium contributions, if any, available to retirees under the Village-sponsored plan.

11.1.3 Use of Sick Leave Accruals: At the time of retirement, an employee may elect to apply accumulated sick leave credits toward monthly premium payments, (including those for the retiree's surviving spouse). The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement. If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of premiums.

11.1.4 Medicare: Coverage under a medical insurance and prescription drug plan made available through the Village will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time primary coverage will be provided by Medicare. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Village.

11.1.5 Medicare Part B Reimbursement: The Village will **not** reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

12 TRANSITIONAL DUTY

12.1 Transitional Duty Program

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

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

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

12.1.4 Wages and Benefits: While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this Collective Bargaining Agreement.

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

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

13 SAFETY

13.1 Safety Bonus

13.1.1 Eligibility: Beginning with the execution of this initial collective bargaining agreement, a regular full-time employee who completes twelve consecutive months of active employment (excluding unpaid leaves of absence) with no loss-time on-the-job accidents, will receive a safety bonus of one hundred dollars. Thereafter, for each additional twelve consecutive months of active employment with no loss-time on-the-job accidents, the employee will receive a safety bonus of an additional one hundred dollars up to a maximum of five hundred dollars per year.

	CREDITS PER MONTH
12 Consecutive Months	\$100 bonus
24 Consecutive Months	\$200 bonus
36 Consecutive Months	\$300 bonus
48 Consecutive Months	\$400 bonus
60 Consecutive Months	\$500 bonus
72 Consecutive Months	\$500 bonus
84 Consecutive Months	\$500 bonus
Etc.	\$500 bonus

In the event the employee has a loss-time accident, the "clock" will be restarted and employee will be required to work twelve consecutive months with no loss-time accidents to receive a \$100 safety bonus.

14 GENERAL PROVISIONS

14.1 Residency Requirement

14.1.1 Requirement: An employee must be a resident of the Village of Lewiston as a condition of initial employment and continued employment. However, waivers may be granted on an annual basis at the discretion of the Town Board without discriminatory treatment.

14.2 Driver's License

14.2.1 Requirement to Possess a Driver's License: An employee who is required to drive either a Village-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Village, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

14.2.2 Loss or Suspension of Driver's License: An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Public Works in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license *may* affect the employee's employment with the Village.

14.2.3 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

14.2.4 Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Superintendent of Public Works in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license *may* affect the employee's employment with the Village. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Public Works within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

15 DUE PROCESS PROCEDURES

15.1 Grievance Procedure

15.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

15.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times and dates. The grievance must be submitted, in writing, to the Superintendent of Public Works within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Public Works shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Public Works shall issue a written response to the grievance, which shall be given to the Shop Steward.

15.1.3 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Mayor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen calendar days after receiving the appeal, the Mayor will investigate the matter and issue a written response to the grievance, which shall be given to the Shop Steward.

15.1.4 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this Collective Bargaining Agreement. The Village and the Union shall share the fees of the arbitrator equally.

15.1.5 Time Limits: The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

15.2 Disciplinary Procedure

15.2.1 Discipline for Just Cause: The Village shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Village, supplier, visitor, or any other person, whether on or off Village premises;

Possession of weapons, including but not limited to knives, firearms, and explosives, on Village property or in Village vehicles;

Possession or use of alcohol or controlled substances on Village property or in Village vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Village property or the property of another employee, Elected Official, resident of the Village, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Village property or the property of another employee, Elected Official, resident of the Village, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Village;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Public Works; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Village, supplier, visitor, or any other person.

15.2.2 Notice of Discipline: The Village shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the President of Teamster Local 264.

15.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Mayor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Mayor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said

meeting, the Mayor shall issue a written response which shall be given to the President of Teamster Local 264.

15.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Mayor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Mayor or when the response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. The fees of the arbitrator shall be shared equally by the Village and the Union.

15.5 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

16 APPLICATION OF AGREEMENT

16.1 Duration of Agreement

16.1.1 This Collective Bargaining Agreement shall be effective from April 18, 2005 through May 31, 2006, unless otherwise agreed to by the parties.

16.2 Complete Agreement

16.2.1 This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Village and may not be submitted to the grievance and arbitration procedure. The Village acknowledges that this provision does not inhibit the Union's right to file an improper practice charge under section 209-a.1(d) of the Taylor Law.

16.3 Savings Clause

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

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

16.4 Legislative Action

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

16.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on April 19, 2005.

VILLAGE OF LEWISTON

TEAMSTERS LOCAL 264

Richard F. Soluri
Mayor

David Wager
Unit Member

William E. Geiben
Trustee

Fran Flanagan
Unit Member

Michael A. Richardson
Labor Relations Consultant

Edward McDonald
Business Agent