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Union: **Teamsters Joint Council 18, International Brotherhood of Teamsters (IBT)**

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Copy

VILLAGE OF BATH, New York

BC / 7523

LABOR AGREEMENT

BETWEEN

THE VILLAGE OF BATH, NEW YORK

AND

TEAMSTERS LOCAL UNION 317

MARCH 29, 2003 – MAY 31, 2008

RECEIVED

JUL 25 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

ARTICLE 1 – RECOGNITION

This agreement is made by and between TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, and Teamsters Joint Council 18, hereinafter called the "Union", and THE VILLAGE OF BATH, New York, hereinafter called the "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).

ARTICLE 2 – EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 – UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, an Employee with respect to such matter.

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

In accordance with the policy set forth under the section, all Employees shall, as a condition of continued employment, pay to the Union, the Employee's exclusive representative for purposes of collective bargaining, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

When the Employer needs additional men, the Union shall be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union. It is understood that the Employer may give preference to residents of the Village of Bath. The Employer shall give preferential consideration to present employees in filling the position of Assistant Village Maintenance Supervisor by inviting employees of the bargaining unit to apply for the position and by considering the application of its employees prior to inviting applications from the public at large.

Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

SECTION 2 – DUES AND OTHER DEDUCTIONS

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted each month from the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

When an Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from the Union, the Employer shall remit same no later than thirty (30) days from the date such deduction was made. If the Employer fails to remit such amount, it shall be assessed liquidated damages equal to ten percent (10%) of the amount not so remitted.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

The Employer shall recognize an Employee's authorization for deductions from wages if it is in compliance with state law. The deduction shall be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if it violates state or federal law, and no deduction shall be made which is prohibited by applicable law.

CREDIT UNION: The Employer shall make deductions from the Employee's wages for credit union transfers, upon written instruction of the Employee. Deductions shall be made weekly and remittance to the V.A.C. Employee's Federal Credit Union on or before the fifth day of the month immediately following such deductions.

SECTION 3 – INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided that there is no interruption of the Employer's working schedule.

SECTION 4 – STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer seniority list. The authority of Job Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Job Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Job Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Job Steward".

SECTION 5 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 – PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union. It is agreed that no Employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such employee be subject to any form of disciplinary action as a result of such damage.

SECTION 7 – BULLETIN BOARD

The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business by the Employees and authorized representatives of the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects through the grievance procedure provided for in this Agreement.

ARTICLE 4 – BARGAINING UNIT

SECTION 1 – DEFINED

The terms and conditions of this Agreement shall apply to all non-supervisory and non-clerical employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Village of Bath Highway Employees, except that persons employed pursuant to Workfare or who are temporary summer help shall not be included within the bargaining unit.

SECTION 2 – PROTECTION OF UNIT WORK

Bargaining unit work as described above shall only be performed by bargaining unit Employees and shall be governed by the terms of this Agreement, except that this restriction shall not apply in the case of Supervisor's performing unit work for the purpose of training or demonstration. No bargaining unit member shall be laid off as a result of bargaining unit work being performed by persons employed pursuant to Workfare, Summer Youth Programs, temporary force, or any other similar agency that could circumvent this agreement as it relates to its reduction or expansion.

ARTICLE 5 – SENIORITY

SECTION 1 – SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days (30) of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 – PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a six (6) month trial basis during the period he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding Employees to the seniority list.

After six (6) months, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

SECTION 3 – APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, vacations, and overtime.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5th) day before such employee's seniority shall be broken.

ARTICLE 6 – GRIEVANCES

SECTION 1 – DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. Every Employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

SECTION 2 – DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the Employer, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The employee shall not be required to sign any statement arising out of the questioning. No recording of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

SECTION 3 – GRIEVANCE PROCEDURE

The procedural steps of the grievance shall be as follows:

- Step 1: The employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.
- Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Village Highway Department. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation shall be either oral or written.
- Step 3: The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Village Board governing the operations of the Highway Department. Any party necessary to amicably resolved this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may be either oral or written.
- Step 4: If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to final and binding arbitration. The costs of such arbitration shall be borne equally by the Employer and the Union.

ARTICLE 7 – REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within five working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the Employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

Except for disciplinary actions and annual work performance rating, any material in the personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

ARTICLE 8 – EXAMINATIONS

Any expense for an examination or licensing required by the Employer or required by law shall be paid by the Employer except to the extent that Employer's health insurance covers such expenses, in which case such portion covered by the employee's health insurance shall be the responsibility of the employee.

Further, it is agree that no employee shall be asked or required to submit to drug or polygraph testing or to any other form of test that purportedly measures, directly or indirectly, truthfulness or honesty.

As used in this Article, the term "licensing" shall not include any form of driver's license.

ARTICLE 9 – HEALTH AND SAFETY

SECTION 1 – EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the Employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however, such equipment shall be tagged only after it has been inspected by the Maintenance Department. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an "OK" in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

SECTION 2 – DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in an activity which is a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

Consideration will be given when dispatching crews that will be physically exposed to the elements, i.e. electrical storms, thunder storms, high winds, heavy downpours, extreme cold, or when conditions deteriorate to a point where human exposure would be compromised or make no common sense.

SECTION 3 – PROTECTIVE CLOTHING

The Employer shall provide to the Employees the necessary gear for adequate protection from inclement weather conditions in accordance with its previous practices.

SECTION 4 – MISCELLANEOUS ISSUES

The Employer shall provide any necessary safety appliances that have not been explicitly mentioned in Sections 1, 2, and 3 of this article.

The Employer will provide a first aid cabinet meeting State regulations to be located at the garage. Further, first aid kits for all motor vehicles shall be provided by the Employer.

ARTICLE 10 – WAGES AND HOURS

SECTION 1 – HOURS

The standard guaranteed workweek for all employees shall be forty (40) hours. The standard guaranteed workweek shall consist of five (5) consecutive guaranteed eight (8) hour workdays running from Monday through Friday inclusive. All hours worked in excess of eight (8) hours per day or forty (40) hours per week or both shall be compensated at the rate of one and one-half (1½) times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement.

In the event of any daily or weekly overtime, all employees will have the right to have Superintendent contact the Village Clerk and the Clerk's office will make any telephone calls necessary to notify family members, day care providers, etc, as needed. The Clerk will be provided with a list of individuals to be called.

The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal and street cleaning. The Employer shall give the employee at least one (1) day's notice of any non-emergency change of work schedule.

Employees shall work on the weekend if such work is scheduled by the Employer. Employees shall be called in order of seniority, and an employee so called may decline to work, provided that an employee's declination shall not be effective if by declining to work, the Employer would not have a sufficient number of employees to work. However, in the event of an emergency, employees shall report when called, if available. The terms of Article 10, Section 3 shall apply in such situations. Work scheduled for weekends shall be compensated at a rate of time and one-half. This compensation shall be in addition to all other benefits provided for by this Agreement.

The normal start time shall be 7:00 a.m. with one-half (1/2) hour period to be taken as break period(s). This one-half (1/2) hour period may be taken all at once or may be taken all at once or may be broken down into two shorter break periods that combined equal one-half (1/2) hour. The break period(s) shall be taken at the time(s) scheduled by the Employer. Further, each employee shall receive daily an unpaid one-half (1/2) hour lunch break.

Employees ordered to start more than two (2) hours before the normal start time shall receive a paid one-half (1/2) hour additional meal break between the third and fifth hour from their start time. Employees working more than two (2) hours past the end of the normal guaranteed workday, as defined in the first paragraph of this Article, shall receive a paid one-half (1/2) hour meal break. Employees working five (5) hours past the end of the normal work day shall receive a paid one-half (1/2) hour meal break in addition to the meal break that is granted after having worked for two (2) hours past the end of the normal workday. When the situation demands, employees shall work overtime. However, no employee shall be required to work an unreasonable amount of overtime.

VILLAGE OF BATH, New York

SECTION 2 – WAGES

All employees under this Agreement shall be classified as one of the following:

- Assistant Village Maintenance Supervisor
- Mechanic—Village Maintenance Worker (MECH)
- Motor Equipment Operator—Village Maintenance Worker (MEO)

The following wage scales shall prevail:

MECH -	Effective 6/1/2003	\$15.37 per hour
	Effective 6/1/2004	\$15.77 per hour
	Effective 6/1/2005	\$16.22 per hour
	Effective 6/1/2006	\$16.82 per hour
	Effective 6/1/2007	\$17.47 per hour
MEO -	Effective 6/1/2003	\$15.05 per hour
	Effective 6/1/2004	\$15.45 per hour
	Effective 6/1/2005	\$15.90 per hour
	Effective 6/1/2006	\$16.50 per hour
	Effective 6/1/2007	\$17.15 per hour
LABORER -	Effective 6/1/2003	\$10.25 per hour
	Effective 6/1/2004	\$10.52 per hour
	Effective 6/1/2005	\$10.83 per hour
	Effective 6/1/2006	\$11.24 per hour
	Effective 6/1/2007	\$11.68 per hour

The Assistant Maintenance Supervisor shall receive payment of twenty-five cents (\$.25) per hour in addition to his regular pay.

Longevity – The following hourly longevity bonuses shall be paid in addition to the base wage rates set forth above:

Five (5) to Ten (10) years' seniority	\$.30 per hour
Ten (10) to Fifteen (15) year's seniority	\$.35 per hour
Fifteen (15) to Twenty (20) years' seniority	\$.45 per hour
Over Twenty (20) years' seniority	\$.50 per hour

Minimum Wage Law – To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

Payday - Employees shall be paid by the lunch break of the seventh day following the close of the previous pay period. Errors or shortages shall be corrected by lunch break on the work day of the following payday except in cases where the shortage is more than twenty-five dollars (\$25.00), in which case the shortage shall be paid by the end of the Employee's shift on the third work day following payday.

SECTION 3 – EMERGENCY CALL-IN PROVISIONS

Any provisions called in for emergency work shall perform only the work for which he/she was called and shall be paid one and one-half (1 ½) times his/her regular rate of pay. Employees shall be paid for all time work during such emergency, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

Employees called in for emergencies or before their regular starting time shall be allowed thirty (30) minutes to report for work.

SECTION 4 – SEPARATION OF EMPLOYMENT

If an employee is discharged by the Employer or quits voluntarily or retires, the Employer shall pay all money due to the employee on the next payday. If the Employer fails to pay the employee on the next payday, it shall be liable for liquidated damages in an amount of eight (8) hours pay for each day of delay. The liquidated damages shall be payable at the employee's normal rate of pay in effect immediately before his/her discharge or quitting or retiring.

"Money due" shall include, but not limited to, wages, accrued vacation and personal leave credits, except that upon a retirement, "money due" shall also include accrued sick leave credits, but such sick leave credits shall not exceed one hundred twenty (120) days. Any remaining sick leave credits will be held by the Village to help fund the retirees' health insurance, at a rate of one full paid day per month. Any employee who currently has more accrued sick leave than provided for herein shall not lose any.

SECTION 5 – LAYOFF AND RECALL NOTICE

The Employer shall provide any employee being laid off with one week's notice that he or she is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

ARTICLE 11 – HEALTH AND WELFARE

Every employee shall report all work-related sickness or injury to his/her immediate supervisor.

The Village shall participate in and pay the full cost of premiums for the New York State Teamsters Health and Hospital Fund high option all benefits plan for all bargaining unit employees and their dependents excluding retirees (who will be covered under the retiree benefit). The Village agrees to sign the standard participation agreement and any other necessary documents required by the Fund and they shall become a part of this agreement.

Retiree Benefit: Any employee that retires from the Village of Bath with at least twenty (20) years service shall be allowed to continue participation in the group health insurance plan as a self-pay participant. Further, each retired employee shall receive two hundred dollars (\$200.00) monthly from the Village to help offset the cost of any group health plan.

ARTICLE 12 – PENSION

The Employer participates in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. The Employer shall continue the present retirement plan.

Further, the Employer agrees to participate in the New York State Deferred Compensation Plan for the employees in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the applicable Internal Revenue Code provisions. Such Plan will be implemented as soon as reasonably possible after execution of this Agreement.

ARTICLE 13 – LEAVE

SECTION 1 – VACATION

Vacation days shall accrue according to the following schedule. Vacation will normally be taken in the year earned, however, for good cause, vacation time may be transferred to the following year upon the mutual agreement of the employee and the Employer. Employees may elect to receive pay at the end of the year for unused vacation.

In any year that an employee retires, said employee shall be allowed a pro-rata vacation benefit. Example: a retiring employee works six (6) months into a new benefit year, that employee will receive 6/12th of their customary, appropriate vacation benefit either in paid time off or by equivalent monetary pay-out.

1 year seniority	5 days
3 years seniority	10 days
7 years seniority	15 days
12 years seniority	20 days
18 years seniority	25 days

Employees shall receive eight (8) hours pay per day of vacation, in addition to all other benefits provided by this Agreement. The employee shall be paid the vacation pay in the payroll check immediately preceding the payroll period during which the vacation falls.

On or before April 1st of each year, employees shall request the time they desire for vacation. No more than one (1) employee shall be off for any full-week's vacation at a time EXCEPT from and including Memorial Day weekend through Labor Day weekend two (2) employees may be off for full-weeks' vacations. Further, the above restrictions as stated herein does not preclude additional employees from taking individual vacation day(s), with forty-eight (48) hours notice to the Employer, during a period that may already be at a maximum for full-weeks allowed. It is further agree that vacation time can be taken in increments of one-half (1/2 day). In the event of conflicting requests, the employee with the greatest seniority shall be given preference.

Any vacation not scheduled as outlined above or any changes to the already approved schedule shall be made in writing by the individual employee two (2) weeks in advance of the week(s) requested. Any requests received in a timely manner as described herein shall not be denied.

SECTION 2 - PERSONAL LEAVE

Each employee shall be granted five (5) days of personal leave annually. Each employee shall receive eight (8) hours pay per day of personal leave in addition to all other benefits provided for by this Agreement. Each employee shall notify the Employer as soon as possible, but no later than one (1) hour after the regular start time, of his/her decision to take personal leave.

In the event an employee runs out of personal leave time during the course of a day that he/she has chosen to take off, it shall be the employee's choice as to whether or not to take the balance of the day off with no pay or to return to work for such unpaid hours.

SECTION 3 – SICK LEAVE

Employees shall accumulate paid sick leave at the rate of one (1) day per month that the Employee is on the Employer's active payroll. The total accumulation shall not exceed one hundred eighty (180) paid sick days. Paid sick leave may be used to address the illnesses or other health matters of an Employee or a member of the Employee's immediate family or household.

After four (4) days on sick leave, and upon request by the Village Maintenance Supervisor, the Employee shall provide the Village Maintenance Supervisor with a doctor's statement that the Employee was unable to work because of his/her illness. A failure on the part of the Village Maintenance Supervisor to make such a request does not waive the right in the future.

If the Employer has good reason to believe that an Employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer. This examination shall be at the Employer's expense. Should a disagreement arise between the Employer's physician and the Employee's physician over the physical fitness of an Employee to continue in his/her job duties, then a third physician, who shall be selected and mutually agree upon by the two physicians, shall make the final determination. All expenses in connection with the examination by the third physician shall be borne by the Employer.

If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of the required absence. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that the Employee's return to duty will not jeopardize the health of any other person.

Employees on sick leave shall receive eight (8) hours pay per day in addition to all other benefits provided for by this Agreement.

In those cases where the entitlement to all sick time has been exhausted, the Employer shall grant applications for extended sick time without pay.

The Employee shall notify the Employer of his illness by no later than one (1) hour after his/her scheduled start time.

VILLAGE OF BATH, New York

Any employee absent from work due to disability will be allowed to draw an amount of money that equals the difference between the disability and their regular wage from his/her accrued sick leave.

Any employment absent from work due to workers compensation shall turn over to the Village any compensation allowance received for lost wages. In turn, the Village will immediately issue said employee an amount equal to their regular wage. While on workers compensation, no employee shall be entitled to be paid for more than forty (40) hours a week and shall not be entitled to any additional holiday pay.

SECTION 4 – HOLIDAYS

The following paid holidays shall be observed by the Highway Department:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday or Washington's Birthday, to be agreed upon by the Village Maintenance Supervisor and the Steward
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- 1/2 Day Christmas Eve
- Christmas Day
- 1/2 Day New Years Eve
- One Additional Day to be determined by the Village Maintenance Supervisor and the Steward

If any holiday falls on a weekend, the observation of the Holiday shall be either on the last regularly scheduled workday before the weekend or on the first regularly scheduled workday after that weekend.

If any of the specified holidays fall when an employee is on vacation, the employee shall have the option to receive an additional personal leave day or to receive an additional day's compensation for each holiday so falling. The additional day's compensation shall be for eight (8) hours.

Eligible employees not scheduled to work shall received pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) hours.

Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay at straight time, time and one-half (1/2) for the hours worked, with a two (2) hour guarantee , for both regularly scheduled work and work under the emergency provisions of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

An employee must have worked his/her last scheduled work day preceding and his/her first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the Employee receives Worker's Compensation. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay. Laid off and furloughed employees shall not be eligible for holiday pay.

SECTION 5 – FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee eight (8) hours pay per day, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend the funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Leave under this Section shall not exceed four (4) working days.

The term "immediate family" means parents, spouse, father-in-law, mother-in-law, children, brothers, sisters, grandparents, and the employee's spouse's grandparents.

SECTION 6 – MILITARY LEAVE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

The Employer shall grant leave for service in the military reserves or National Guard as required by the Employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

SECTION 7 – JURY DUTY AND COMPELLED APPEARANCE

Any regular employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between eight (8) hours pay at his/her applicable hourly wage and the actual payment received for the that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Village Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 14 – MAINTENANCE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE 15 – SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 16 – DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE 17 – CLOTHING ALLOWANCE AND TELEPHONE

SECTION 1 – Effective 6/1/1997, all employees shall receive an allowance not to exceed four hundred dollars (\$400.00) annually for the employee's work clothing. The clothing allowance shall be paid to each employee in a separate check no later than June 30th of each ensuing year.

At such time that a new employee successfully completes his/her probationary period he/she shall receive the appropriate clothing allowance back to his/her original date of hire. New employees eligible for clothing allowance in the first three months of the Agreement year (June, July, and August) shall receive seventy five percent (75%) of the total yearly clothing allowance. New employees eligible for clothing allowance in the fourth, fifth, or sixth months of the Agreement year (September, October, and November) shall receive fifty percent (50%) of the total yearly clothing allowance. New employees eligible for clothing allowance in the seventh through twelfth months of the Agreement year (December through May) shall receive twenty five percent (25%) of the total yearly clothing allowance. The Agreement year is June 1st through May 31st.

SECTION 2 – All employees shall have telephone in their residence and shall provide the number to the Village Maintenance Supervisor.

ARTICLE 18 – SUBCONTRACTING

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

ARTICLE 19 – LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 20 – DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from March 29, 2003 through May 31, 2008.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eight (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

Further, in recognition of the pledge of the Union to forgo the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

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AGREED TO AND SIGNED BY:

TEAMSTERS LOCAL 317, affiliated
With the International Brotherhood
of Teamsters, AFL-CIO, By:

William E. Arnault
Business Agent
Date: June 9, 2003

VILLAGE OF BATH, New York
Highway Department,
By:

David Wallace
MAYOR
Date: June 23 2003