**Contract Database Metadata Elements**

**Title:** *Endicott, Village of, Waste Water Treatment Plant and International Brotherhood of Teamsters (IBT), Teamsters Local 693 (2002)*

**Employer Name:** *Endicott, Village of, Waste Water Treatment Plant*

**Union:** *International Brotherhood of Teamsters (IBT)*

**Local:** Teamsters 693

**Effective Date:** 06/01/02

**Expiration Date:** 05/31/05

**PERB ID Number:** 7576

**Unit Size:** 15

**Number of Pages:** 28

---

For additional research information and assistance, please visit the Research page of the Catherwood website - [http://www.ilr.cornell.edu/library/research/](http://www.ilr.cornell.edu/library/research/)

For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
AGREEMENT
by and between
Teamsters
Local Union No. 693
and
VILLAGE OF ENDICOTT
(Waste Water Treatment Plant)

RECEIVED
APR 21 2004
NYS PUBLIC EMPLOYMENT RELATIONS BOARD

<table>
<thead>
<tr>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>PURPOSE AND INTENT</td>
<td>1</td>
</tr>
<tr>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>AID TO OTHER UNIONS</td>
<td>1</td>
</tr>
<tr>
<td>UNION DUES</td>
<td>1</td>
</tr>
<tr>
<td>UNION REPRESENTATION</td>
<td>2</td>
</tr>
<tr>
<td>GRIEVANCE PROCEDURE</td>
<td>3</td>
</tr>
<tr>
<td>PROGRESSIVE DISCIPLINE</td>
<td>5</td>
</tr>
<tr>
<td>DISCHARGE</td>
<td>6</td>
</tr>
<tr>
<td>SENIORITY</td>
<td>7</td>
</tr>
<tr>
<td>WORKING HOURS AND WEEK</td>
<td>8</td>
</tr>
<tr>
<td>OVERTIME</td>
<td>9</td>
</tr>
<tr>
<td>CONTINUOUS CALL OUT</td>
<td>10</td>
</tr>
<tr>
<td>HEALTH INSURANCE</td>
<td>10</td>
</tr>
<tr>
<td>SPECIAL LICENSES &amp; TRAINING</td>
<td>11</td>
</tr>
<tr>
<td>LIGHT DUTY</td>
<td>11</td>
</tr>
<tr>
<td>RETIREMENTS AND PENSION</td>
<td>11</td>
</tr>
<tr>
<td>WORK RULES</td>
<td>11</td>
</tr>
<tr>
<td>MANagements RIGHTS</td>
<td>12</td>
</tr>
<tr>
<td>UNION BULLETIN BOARDS</td>
<td>12</td>
</tr>
<tr>
<td>ACCESS TO PREMISES</td>
<td>12</td>
</tr>
<tr>
<td>PAYROLL RECORDS</td>
<td>12</td>
</tr>
<tr>
<td>UNION MAILING ADDRESS</td>
<td>13</td>
</tr>
<tr>
<td>EMBODIMENT OF AGREEMENT</td>
<td>13</td>
</tr>
</tbody>
</table>
HOLIDAYS
JURY DUTY
STRIKES AND LOCKOUTS
SAVINGS CLAUSE
LAY OFF AND RECALL
BEREAVEMENT LEAVE
LEAVE OF ABSENCE
PLEDGE AGAINST DISCRIMINATION
SICK LEAVE
FMLA
SICK BANK
SICK TIME PAYOUT UPON RETIREMENT
UNIFORM/FOUL WEATHER GEAR
COMPENSATORY TIME
NEW YORK STATE DISABILITY
PERSONAL LEAVE
STEWARD LEAVE
VACATIONS
BREAK TIME POLICY
EDUCATION
PHONE CALLS
DISCIPLINE RECORDS
WAGES
POSITION MODIFICATIONS
BENEFITS CLAUSE

DURATION
This is an Agreement entered into by and between the Village of Endicott Waste Water Treatment Plant (WWTP), hereinafter referred to as the “Employer” and Teamster Local Union No. 693 of the International Brotherhood of Teamsters (I.B.T.), hereinafter referred to as the “Union”, under Article 14 of the Public Employees Fair Employment Act of the State of New York.

Purpose and intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

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

Recognition

The Employer (Village of Endicott) hereby recognizes the Union (Teamsters Local 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and all other terms and conditions of employment for the term of this Agreement for all WWTP employees of the Employer, Instrumentation Mechanic, Assistant Scada, Facility Maintenance Mechanic, excluding clerical, CSEA supervisory, and temporary/seasonal employees. If temporary employees work more than 3 months they will be required to pay an agency shop fee.

Aid to other Unions

The employer will not aid, promote or finance any labor groups or organizations which purport to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Union dues

a) The Employer agrees to withhold Teamsters membership dues from the pay of each member and agrees to deduct Agency Shop fees equivalent to the membership dues from all employees of the Bargaining Unit that may choose to refrain from active membership.
b) The Employer also agrees to deduct group disability and has executed the necessary authorization for the deduction of same and forwards such authorization to the Employer. Said deductions are to be made pursuant to procedures agreed to between the Union and the Employer.

c) No payroll authorization shall be recognized, and no deduction shall be made for the paycheck of an Employee in this bargaining unit for any other labor organization which purports to engage in collective bargaining.

d) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Local Union.

e) The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of action taken by the Employer for the purpose of complying with this section of the Agreement. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually paid over to them. On forwarding payment of said deductions by mail to the assignee's last known address, the Village and its officers shall be released from all liability to the Employee assignors and to the assignees under such assignments.

Union representation

a) It is mutually agreed that the Employees covered by this Agreement shall be represented by a Union steward and assistant steward who shall be regular employees. In the absence of the steward, a Union officer shall act in his place.

b) The Employer agrees that Union stewards and properly designated Union representatives shall be allowed to:

1. Investigate and process grievances.
2. Post Union notices.
3. Attend meetings.
4. Transmit communications authorized by the Union or its officers to the Employer or his representatives; and
5. Consult (with Senior Operator/WWTP Mechanic/Chief Operator approval) with the Employer, his representatives, local Union Officers, or other Union representatives concerning the enforcement of any provisions of this Agreement during their working hours, on the Employer's premises, and without loss of pay or benefits.
6. After hours meetings will be conducted off Village Property.

7. The Employer agrees to permit representatives of the Union to enter the premises of the Employer to discuss working conditions with employees, investigate grievances and conduct safety inspections in accordance with the terms and conditions herein. It is understood that such access shall not unduly interfere with the work performance of employees and shall only be done with prior notice by the Union and approval of the Employer.

c) Nothing in the foregoing procedure shall be construed to mean that the Employer is prohibited from meeting with individual employees without Union representation. In all situations where the potential for discipline exists the employee has the right to ask for Union Representation. No agreement made with individual employees and the Employer shall be binding upon the Union, nor shall it be used as a precedent in similar cases.

**Grievance Procedure**

a. A grievance is defined as a dispute over the contract or a violation concerning a condition of employment.

b. An “aggrieved party” is any covered employee who feels that he has a dispute over the contract or a violation concerning a condition of employment.

c. A grievance must be filed within 15 work days from the time the incident occurred or the employee had knowledge of the incident or it will be time bared.

**Step 1.**

If an employee has an alleged grievance he/she and the Union Steward shall meet with the Chief Operator or designee within (5) five working days. The Chief Operator or designee shall then attempt to adjust the matter and shall respond to the Steward in writing within (5) five working days.
Step 2.
If the grievance has not been settled, it shall be presented in writing by the Steward to the Coordinator of Public Works or designee within (5) five working days after the Coordinator’s response is due. A meeting shall be held with the Steward, employee, and the Coordinator of Public Works or designee within (10) ten working days.

The Employer’s representative(s) shall answer any grievance at this step within five (5) days of the meeting at step 2 and said answer shall be in writing.

Step 3.
If the grievance still remains unadjusted, it shall be presented by the Union Steward to the Mayor or designee in writing within five (5) working days after the response of the Coordinator of Public Works is due. The Mayor or designee shall schedule and hold a meeting within fifteen (15) work days after receipt of the grievance with the Union Representative, Steward and Grievant,. The Mayor or designee, within seven (7) working days of such meeting, will set forth an answer in writing to the Union with a copy to the grievant and steward.

Step 4.
(a) If the grievance or dispute is not resolved at step 3 of the grievance procedure, either party may apply for PERB/MEDIATION/ARBITRATION within twenty-five (25) days from the time the union receives an answer or within twenty-five (25) days of when an answer was due from the Employer.

The parties agree to jointly request the New York State Public Employment Relations Board (P.E.R.B.) In accordance with its voluntary staff mediation/arbitration procedure to supply a hearing officers to mediate and/or arbitrate a binding resolution to the grievance.

It is recognized that the parties have agreed the foregoing is the preferred method for resolving any and all disputes or grievances between them. However, should either party refuse to participate in such joint “voluntary” submission, then the other party may at its sole discretion file a demand for arbitration with New York Public Employment Relations Board (P.E.R.B.) In accordance with their normal rules of procedure.

(b) The decision of the arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said arbitrator shall be shared equally between the employer and the Union.

(c) No arbitrator, functioning under this step of the grievance procedure, shall have any power to amend, modify or delete any provision of this Agreement.
(d) If a "Bench" decision by the arbitrator is not possible then the arbitrator will attempt to render his/her written decision within thirty (30) days of the close of the hearing.

Note: The aggrieved employee(s) shall have the right to attend all meetings at any step of the grievance procedure.

The time limits at any step of the grievance procedure can be extended by mutual agreement, in writing between the parties.

**Progressive discipline**

a. No employees shall be disciplined or discharged without "just cause". The parties agree and recognize the principles of corrective progressive discipline shall prevail in the workplace.

b. Disciplinary action or measures shall include only the following:

1. Verbal reprimand
2. Written reprimand
3. Suspension (notice to be given in writing) will follow the rules of Section 75 of Civil Service Law
4. Discharge (notice in writing)
5. Criminal conviction of assault or theft in the workplace will be grounds for Immediate termination without progressive discipline.
6. Management reserves the right to suspend with pay for just cause.
7. Absence without approved leave/notification for 10 work days will be deemed automatic resignation.

While the disciplinary actions set forth herein are intended to be progressive, it is understood that the seriousness of the circumstances in a particular instance may require deviation from these steps.
c. When any action or measure is imposed or is pending against an employee, then the Employer shall notify the employee and the Union in writing of the charges immediately or prior to the disciplinary action being taken. The Union may process the matter as a grievance through the regular grievance procedures, including the arbitration step, or the employee may choose to use Section 75 of the Civil Service Law instead, but not both.

d. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Discharge

a. The Employer shall not discharge any employee without just cause. Just cause includes but is not limited to, the following actions while on duty: drinking alcoholic beverages or working under the influence of alcoholic beverages; using illegal drugs or working under the influence of illegal drugs; stealing; violence in the work place. If in any case, the Employer feels there is just cause for discharge, the employee and his steward will be notified in writing in the manner set forth above in c, that the employee has been suspended and is subject to discharge. The Union may process the disciplinary action as a grievance.

b. The Union shall have the right to take up the suspension and/or discharge as a grievance matter at Step 3, through the arbitration step. If the employee chooses he/she may use Section 75 of the Civil Service Law but not both.

c. Any employee found to be unjustly suspended or discharge, or penalty reduced, shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

d. Where an employee is subject to suspension or discharge without pay, the employee shall be notified that he is suspended or discharged in writing, but no such suspension or discharge shall take effect until the grievance timely instituted at step 3, by or on behalf of the employee, has been concluded. If the department head determines that the employee's presence on the job endangers the safety or welfare of the community he serves or his fellow employees such suspension or discharge shall be effective immediately.

e. Upon request of the Union, the Village will make available to the Union a room for conference purposes prior to Step 2 or Step 3 or Step 4 of the grievance procedure including discipline and discharge matters.
Prior to suspension or discharge of any employee, said employee and the departmental Union Steward or, if not available, the Union representative or his designee, shall be notified of the disciplinary action to be taken and the reasons why, including the time, date and place of the alleged incident which brought about any action. Having the Union Representative present is at the Employee's sole discretion.

An employee who has been the subject of the disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

All hearing and arbitration procedures shall be held in private unless otherwise mutually agreed upon by the Union and the Employer.

Whenever the Employer make an entry in the employee's personnel record with regard to evaluating the performance of such employee, the employee shall be advised of the contents of such entry and be given a copy.

Seniority

a) Seniority shall be defined three ways: Seniority in the Village (hire date) shall be used to calculate vacation accrual. Seniority in the WWTP shall be used for posting positions, promotions and bidding vacation time. Seniority within classification shall be used in the event of layoff/recall.

b) New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. Employees transferred from positions outside this bargaining unit into this unit shall be considered new employees for the purpose of seniority and probationary status. The probationary period shall be completed within six (6) months. When an employee completes his probationary period, he shall be entered on the seniority list of the unit retroactive to his date of hire within this unit. There shall be no seniority among probationary employees, and upon completion of the probationary period, they shall receive all benefits afforded to all regular employees.

c) An employee hired to fill a temporary job opening which later becomes permanent or is transferred to another permanent position within this bargaining unit, shall accrue seniority retroactive to their original date of hire.

d) An employee's continuous service record shall be broken by voluntary resignation, discharge for cause or retirement.
e) Seniority lists of all bargaining unit members shall be furnished by the Village every six (6) months if requested by the Union Steward.

f) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

g) An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work within one year, in any capacity, the break in continuous service shall be removed from the record. Credit time restored to an employee shall be only time spent working in the bargaining unit. Does not effect Village seniority.

h) The seniority list on the execution date of this Agreement will show the names, job titles, and date of hire within the WWTP.

i) All open positions will be posted on Village bulletin boards for 10 working days. Each posting shall contain the job title, rate of pay, and the minimum qualifications for the position. Employees shall be permitted to apply for the vacancy only during the 10 day posting period and shall do so by notifying the Director of Human Resources and completing an application. Non competitive positions will be filled by the most senior qualified applicant. Competitive positions shall be filled according to civil service regulations. In the event that there is no list of certified eligibles for a competitive position the most senior qualified applicant will receive a provisional appointment to the position. A provisional employee must take a civil service test, and score in the top 3 to be eligible for an appointment to a probationary status. Permanent status is obtained after passing a maximum six month probation period. In case of questions regarding promotion the department head and the Union will met and mutually agree to selection.

**Working Hours and Work Week**

a) The regularly scheduled workday will be Monday thru Thursday or Tuesday thru Friday (Four ten hour days) 6:00 a.m. to 4:00 p.m..

b) Two employees will be scheduled on a rotating basis on Saturdays for two hours (6:00 a.m. to 8:00 a.m.)

c) Lunch periods shall be 30 minutes in length.

d) The work week is from 12:01 Sunday through 12:00 midnight Saturday.

e) Work schedules showing the employee's shifts, workdays and hours shall be given to stewards for posting per the steward's request.
f) Employees shall be granted ten (10) minutes for personal clean-up prior to the lunch period and ten (10) minutes prior to the end of the work day.

g) Employees will not be compensated for punching in early or out late from regular hours.

h) The Employer shall maintain and make available to employees, a daily record showing time worked.

i) An employee’s failure to report to work or an employee’s reporting to work after his schedule starting time will be excused upon notification with proper paper work filed and approval of his supervisor.

j) Work schedule shall provide for 2 fifteen (15) minutes breaks, one during each one-half work shift. This break shall be scheduled close to the middle of each one-half shift as possible.

k) Employees who, for any reason, work beyond the regular quitting time into the next shift, are entitled to at least a 10 minute break period before they start work shift. In addition they shall be granted the regular break period that occurs during the shift.

l) The Employer will afford to the employees their paychecks every two (2) weeks on a Wednesday.
The checks shall be hand delivered or placed in the employees mailbox (the employee’s request) by 11:30 a.m. unless there is a problem with payroll.

**Overtime**

a) All employees covered by this Agreement shall be paid time and one-half their regular straight time rate of pay for all work performed in excess of ten (10) hours in any work day, all work performed in excess of forty (40) hours in any work week except as may otherwise be stated in this Agreement and all work performed before or after any scheduled work shift. This provision shall not be construed to provide for a pyramiding of overtime. Should the employee have a vacation, personal day or holiday, said day will be used in calculating overtime.

b) Overtime shall be on a voluntary basis. If the job can not be filled by qualified volunteers assignments will be filled in reverse seniority by qualified personnel.

c) An employee called in for emergency duty shall receive time and one-half pay or 4 hours pay whichever is more from the time called provided that employee reports to work within one hour of time called. If the call in time runs into regular shift, straight time pay shall commence.
d) Any employee required to work 4 hours of overtime following his regular full day shall then be
granted one-half hour off with pay for the purpose of eating. A similar one-half hour off with pay
shall be granted for each such 4 hour period of overtime, to be followed by additional overtime.
This provision is intended to apply to only emergency overtime work following regular working
hours.

e) Stand-by Pay (beginning June 1, 2002)- It is agreed that one (1) qualified employee per the
Department Head of the department will be available for call in for a period of one (1) week
Tuesday P.M. through Tuesday A.M. The stand by employee shall receive fourteen (14) hours
regular pay for the stand-by assignment On June 1st, 2003 stand by pay to 15 hours. In addition the
Employee shall be compensated at the rate of time and one-half for actual time worked or a
minimum of (4) four hours for each call in if the call in runs into regular shift straight time pay
shall commence. If a second employee is needed the stand-by employee shall notify a supervisor
who will in turn call out a second employee. An employee must be ready for work during the
stand by period and shall not be under the influence of drugs or alcohol. Stand-by duty will be
voluntary and assigned on a rotating basis. Any questions regarding qualifications shall be
mutually agreed upon between the department head and the Union.

Continuous call out

In the event of an emergency call-out an employee who works overtime continuously from prior
to 12:00 midnight until his regular shift starts, he shall be entitled to leave at 12:00 noon of his
regular work shift and be paid for the entire shift.

Rest Period for off schedule work

An employee who works a full 5 or more hours overtime between midnight and 6:00 a.m.
preceding his next regularly scheduled work day, will, if possible, be allowed a full 8 hours off
using sick or vacation time at the employee’s discretion.

An employee who works 4 hours overtime, but less than 5 hours between midnight and 6:00 a.m.
preceding his next regularly scheduled work day, will, if possible, be allowed the first 4 hours off
using sick or vacation time at the employee’s discretion.

An employee who works more than 2 hours between midnight and 7:00 a.m. preceding his next
regularly scheduled work day, will, if possible, be allowed the first 4 hours off using sick or
vacation time at the employee’s discretion.

Health Insurance

The Employer shall change to the NYS Teamsters Health and Hospital Benefit Funds insurance
plan. This consists of Medical, Prescription, dental, vision, legal, AD & D, and life insurance.
Full time employees may option out of the Village group insurance (with documented proof of similar health coverage) and be paid the net cost of individual coverage. Net cost will be defined as the annual individual premium minus the employee’s contribution. After 12-1-02 an employee may no longer buy out the health insurance.

The employee shall have the following cap equally divided into 24 payments: 6-1-02 - 5-31-03 $250.00 - 6-1-03 - 5-31-04 $250.00 - 6-1-04 - 5-31-05 $300.00. (Any previous overpayment will be applied to the first years contributions).

When an employee is ready to retire, he may enroll back into the Village of Endicott plan with Blue Cross/Blue Shield. The retirees will pay a cap equal to the highest in the village.

Special licenses & Training

The employer will pay for all special licenses and training required by the Village.

- CDL Commercial Drivers License
- NYSDEC operator licenses
- NYSDEC operator training

All employees hired after June 1, 1999 shall obtain a CDL within one year of their hire date.

Light Duty

The Equal Employment Opportunity Commission (EEOC) is a federal agency charged with implementation of federal statutes such as the Americans with Disabilities Act (ADA) which compels an employer to issue a light duty policy. The Employer will try to place light duty employees in available vacant jobs which they are able to perform through the Broome County Office of Risk Management. The Broome County Office of Risk Management manages for the Village each work related injury case. Each case is managed on its individual set of circumstances.

Retirements and Pension

The Employer will continue for all employees of this Agreement the current retirement program covering them.

Work Rules

a) The Employer agrees to consult with the Union ten (10) days prior to the establishment of new work rules or the modification of work rules. No work rules shall be implemented unless negotiated by both parties.
b) When any existing rules are changed or new rules are established, they shall be posted on all bulletin boards for a period of at least one week before becoming effective.

c) Employees shall comply with all existing reasonable work rules which are not in conflict with the terms of this Agreement.

Management Rights

It is recognized that management of the Village Government, control of its properties and the maintenance of order and efficiency are solely responsibilities of the Village. Accordingly, the Village retains the rights, including but not limited to, select and direct the working forces, including the right to hire, suspend or discharge for cause, assign, promote or transfer, to determine the amount of overtime worked, decide the number and locale of its facilities, stations, etc., maintenance and repair, amount of supervision utilized, schedules of work, together with the selection, procurement, designing, engineering and control of equipment and material; purchase services of others, contract or otherwise, except as they may be otherwise specifically limited in this Agreement and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

Union Bulletin Boards

The Employer will provide bulletin boards in each installation which may be used exclusively by Local 693 for posting notices and other matters of interest to Union members or other Union business as approved by the local membership and/or Local Union Executive Board. The Local Union officers and stewards shall police the contents of same and remove anything of an obscene nature, etc.. The Union shall, at its own expense, have the right to erect enclosed bulletin boards at existing locations if it so chooses, provided that the design is approved by the Commissioner.

Access to Premises

a) The Employer agrees to permit representatives of Teamsters Local 693 and other Union representatives accompanied by officers of Local 693 to enter the premises for individual discussion of working conditions with employees provided care is exercised by such representatives that they do not unduly interfere with performance of duties assigned to employees and that clearance is received from supervision.

Payroll Records

If a dispute arises between the Employer and an employee regarding payroll or vacation benefits, the Union steward or duly designated Union representative shall have the right, upon written request given to the Employer, to review said record at a mutually agreed time coordinated.
between the Chief Operator, payroll clerk and the steward.

Union Mailing Address

The mailing address for the Local Union shall be:
Teamsters Local Union 693
41 Howard Ave.
Binghamton, NY 13904

or as otherwise designated in writing by the Union to the employer.

Embodiment of Agreement

This document constitutes the sole and complete Agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the Unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which may be subject to collective bargaining. Any prior commitment between the Village and the Union or any individual employee covered by this Agreement is hereby superseded.

Holidays

a) All employees covered by this Agreement shall receive the following paid holidays:

   New Years Day
   Memorial Day
   Independence Day
   Labor Day
   Veterans Day
   Thanksgiving Day
   Christmas Eve
   Christmas Day
   Floating Holiday
   One additional Floating Holiday for a total of 2

A Holiday consists of a 10 hr. Day.

The Chief operator may assign a skeleton crew if needed to cover a holiday. (Two people, 3 hours)
b) All work required to be performed on any of the above listed holidays shall be compensated for a time and one-half the employees regular rate of pay in addition to his regular holiday pay for the day.

c) If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls on a Saturday the preceding Friday shall be observed as the holiday.

d) For the purpose of computing overtime, all holidays worked or unworked for which an employee is compensated shall be regarded as hours worked.

Jury Duty

Employees required to serve on jury duty shall receive their regular wages for those hours. Employees must provide documentation for time served in a timely manner. If the employee is paid for jury duty by the Court, the employee must reimburse that amount to the Village. Time lost because of Jury service will be considered time worked for purposes of computing overtime.

Strikes and lockouts

a) It is recognized that continued and uninterrupted operation of the Employer’s departments and agencies is of a paramount importance to the citizens of the community and there should be no interference with such operation. The parties hereto agree that there will not be and that the Union its officers, members, agents or principals will not engage in, encourage or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of or interference with normal work performance. The Village shall have the right to discipline or discharge any officer encouraging, fomenting or participating in a strike, slowdown or other such interference.

b) The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor will any employee covered by this agreement be required to act as strike breakers.

Savings Clause

Should any section or portion thereof of this Agreement be held unlawful or unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the article, section or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

Lay-off and Recall

If the employer decides to layoff employees for any reasons, the employer shall meet with the Union to review such anticipated layoff at least fourteen (14) days prior to the date notification is given to the employee. When such action take place, it shall be accomplished by laying off
temporary and newly hired probationary employees first. Should the employer decide to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority, subject only to the Civil Service Law of New York State.

When the working force in the bargaining unit is increased after a layoff, employees will be recalled in the reverse order to that in which they were laid off. Notice of recall shall be sent to the employee at the last known address by registered mail. If any employee fails to report to work within ten (10) work days from the mailing notice of recall, he shall be deemed to have quit. Recall rights for an employee shall expire one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail. No new employee shall be hired in the bargaining unit until all employees on layoff status have been notified as outlined above.

**Bereavement Leave**

a) Three (3) full days with pay will be granted for each death in the immediate family of the employee. “Immediate family” to be defined as father, mother, brother, sister, grandparents, grandchild, spouse or children, mother in-law, father in-law, step children, stepbrother, stepsister and domestic partner.

b) Management may extend this period of time at their discretion.

**Leave of Absence**

a) General: Leaves of Absence without pay for reasonable periods as defined below will be granted without loss of seniority for:

1. Illness leave (physical or mental) - 1 year
2. Prolonged illness in immediate family of spouse, children, step-children, or wards - 3 months. See FMLA wording

Such leave may be extended for like cause at the discretion of the Employer.

b) Military Leave:

1) Employees who are in any branch of the Armed Forces Reserve and/or National Guard shall be paid for periods of absence while engaged in the performance of ordered military duty not exceeding a total of thirty (30) days or twenty-two (22) working days, whichever is greater, in any one calendar year and not exceeding thirty (30) days or twenty-two (22) working days whichever is greater, in any one continuous period of such absence as provided by Section 242 (5) of the Military Law of the State of New York.
2) Employees may use vacation time to extend their paid military leave.

3) Non-paid leave of absence while engaged in the performance of ordered military duty or while attending service schools shall be as provided in Section 242 (2) and (3) of the Military Law of the State of New York.

Pledge against discrimination and coercion

a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The Union shall share equally with the Employer the responsibility for applying these provisions of the Agreement.

b) Work rules shall be reasonable and shall be applied and enforced in a fair and equitable manner.

c) All reference to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees. The word employee as it appears in this Agreement shall be interpreted to mean the singular or plural, whichever is applicable.

d) The Employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union or for any other cause.

Sick Leave

a. All employees shall earn eight (8) hours sick leave per month or ninety-six (96) hours in any calendar year, to be used for personal sickness, personal physical disability, exposure to contagion or visits by reason of making medical visits which can not be scheduled during non-working hours. Such sick leave with pay shall be granted by the working foreman, Chief Operator or Department Head.

b. The ninety six (96) hours of earned sick time per calendar year allowed such employees for sick leave with pay if not taken or used in any calendar year, the amount of time not so taken or used shall be accumulated from year to year and used, if needed, up to twelve hundred (1200) hours except as otherwise specified in this agreement.

c. In the event that a question arises concerning the amount of sick time due an employee, the Union steward or any other union officers shall (with employees permission) upon written request be granted access to the sick leave records of the employees involved in the dispute.
d. Employees who are off due to injury are eligible to receive Worker's Compensation benefits shall be paid under one of the following methods at the employee’s option.

1. The employee shall receive standard Worker’s Compensation benefits directly from the Worker’s Compensation carrier (note that employees not on Village payroll are not earning Village or State benefits) or

2. The employee shall receive a standard salary in the form of sick and or vacation time. The employee may elect one time to switch to option 1. In the event the accrued time has been entirely depleted the employee is automatically switched to option 1. During that time the employee is paid under option 2, the employer shall receive the Worker’s Compensation checks as a fractional reimbursement. When the Village receives reimbursement under the provisions of Worker’s Compensation Law, the appropriate sick leave and or vacation shall be reimbursed to the employee. Note that option 2 is on Village payroll so Village and State Benefits are being earned while being paid under this option.

e. The Department Head may require a physician’s certificate for any absence exceeding three (3) days, where the illness or disability is a long duration, a physician’s certificate will be required for each thirty (30) days of continuous absence. An employee shall be allowed to return to work when they furnish to the Employer a physician’s certificate. In order to qualify for sick leave with pay, an employee must report such illness promptly and not later than the time that such person is required to report for duty.

f. Abuse or excessive use of sick leave privileges may be grounds for disciplinary action. Excessive use will be defined as a combination of 196 hours or more and 12 or more incidences per year. Sick time use will be reviewed annually at the completion of the calendar year.

**Family Medical Leave Act (FMLA)**

The Employer shall provide eligible employees with all rights granted under the Family and Medical Leave Act (FMLA) which are not otherwise covered by provision in this contract. All accrued paid sick leave will be part of the allowed twelve-week period for personal illness. Accrued paid vacation leave and personal leave will be substituted for a portion of the FMLA leave at the employee’s option.
Sick bank

a. A sick leave bank shall be created by the Village. An employee may request Sick Bank time only after all other earned sick time has been expended. Approved sick bank time used must be paid to the Sick Bank at a rate of one day every other month as it is earned. Employees will continue to receive fringe benefits while covered by the sick bank.

b. A committee of five (5) will be called when a written request for loaned sick time is made to the Coordinator and employee leader by an employee. The committee will consist of the Coordinator (1), Two (2) representatives named by the employees; one (1) representatives named by the Mayor; one (1) representative mutually agreed to by the Mayor and the employees.

c. The committee will be chaired by one person mutually agreed to by the committee members.

d. The committee will act on requests which reflect major sick time loss and will be guided by past history or sick time use.

e. Sick time over that which has been earned will be granted only upon a vote of three (3) or more ayes. Any vote of less than three (3) ayes will result in rejection.

f. The vote will be by secret ballot.

g. The committee’s action will be final and not subject to explanation, grievance procedure or arbitration. There will be no provision for appeal.

h. All records will be kept by the superintendent.

i. In the event an employee retires or leaves employment and money is due the village because a balance exists in the account, then the employee must pay back the balance. A payment schedule will be mutually agreed upon between the employee and the Village.

Sick Time Payout Upon Retirement

Employees hired prior to 8-1-81 shall be paid for unused sick leave (1200 hours max). Upon separation from the Village.
Uniform/Foul weather gear

It is agreed by and between the parties that the village will provide a basic uniform yearly as described:

- Coveralls - two
- Trousers - four
- Sweat Shirts - four
- Shirts - six (combined choice of T-shirts, golf and/or work shirts)

Following years:

- Coveralls - as needed
- Trousers - four
- Sweat Shirts/shirts - six combined

On an as needed basis determined by the supervisor:

- Raincoat - one
- Rain trousers - one
- Rubber boots - one
- Winter wear - to be carharts if wanted - bibs, one piece - jackets
- Gloves

Whenever a replacement uniform (part or whole) is required replacement(s) will be provided within the limits described above and upon presentation (turning in) of the article to be replaced.

Lost articles will not be replaced by the Village.

The Employer will provide safety glasses as needed. The Employee will receive up to $100.00 towards per year reimbursement for work boots or shoes and work boots/shoes which shall be
required.

Beginning June 1, 2000 employees may substitute uniform shorts for trousers above.

Employees may wear flannel jackets over uniforms in the plant. Regular uniforms issue shall be worn when there are plant tours or when away from the plant on Village business.

All clothing issued to employees shall not be for personal use and the serviceability of a uniform shall be determined by the Chief Operator.

**Compensatory time**

It is agreed by and between the parities that compensatory time off in lieu of overtime will be provided for unit members according to the following:

A. The option to accumulate comp time in lieu of overtime pay shall be at the *sole* discretion of the employee.

B. Comp time is accrued at 1 ½ times the base rate - the same as overtime is earned.

C. Up to 40 hours of time may be accrued (60 Hours pay) as comp time and half (30 hours pay) may be carried into the following year.

D. Employees who have accrued 40 hours of comp time (carry over maximum) will earn overtime instead of comp time unless their balance falls back below the 40 hours max on the books.

E. Requests for using comp time is subject to the approval of the Chief Operator, Senior Operator or the Senior Mechanic.

F. Comp time may be used in hours, half days or full days.

G. If you do end up with more than 40 hours of comp time on the books at the end of the year, the hours over 40 would be converted back and paid as overtime.

H. The employee may cash in compensatory time for money within payroll constraints.

   **Note:** 1 hour of comp time equals 1.5 hours straight time.

**New York State Disability Insurance**
The Village shall provide New York State Disability insurance for all employees in the bargaining unit. Employees will be required to contribute the maximum amount allowed by law, through payroll deduction for this benefit.

**Personal leave**

Employees shall be entitled to two (2) personal leave days (20 hours) each year and may be taken in hourly increments.

Personal leave shall be cumulative and must be used within the calendar year.

**Steward leave**

Upon request from the Union the Steward(s) shall be permitted three (3) days in a calendar year, or a aggregate of six (6) days for one representative, to attend functions of the Union such as conventions or educational conference, without loss of time or pay. This leave may be denied or canceled in the event of a declared civil emergency.

**Vacations**

It is agreed by and between the parties that use of vacation days will be under control of the employees with prior approval of the supervisor.

Vacations shall be earned as follows:

<table>
<thead>
<tr>
<th>Years Completed</th>
<th>Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 yr</td>
<td>2</td>
</tr>
<tr>
<td>5 yrs</td>
<td>3</td>
</tr>
<tr>
<td>10 yrs</td>
<td>4</td>
</tr>
<tr>
<td>20 yrs</td>
<td>5</td>
</tr>
</tbody>
</table>

**Break time policy for Waste Water Treatment Plant Employees**

The work schedule shall provide for two 15 minutes breaks:

In the event that an employee is away from the plant, during break time, he or she may take the break where they are assigned or they may be allowed to pick up refreshments for break.

As a reminder the break is only 15 minutes and it begins when work stops and ends when work
begins again. This clarification is stated for the sole purpose of emphasizing the potential for abuse that could result in progressive discipline.

Education

No loss of time or pay will be incurred by employees that attend conferences, seminars, or briefing sessions, as approved by the Department Head, that are intended to improve or upgrade the individual skill or professional ability of the employee. If the seminar or conference ends before the end of an employee's shift he shall not have to return to work or report to work before the conference with the supervisor's approval.

Phone calls

If any employee receives an emergency call. The employee shall be immediately told of said call. Employees will be allowed to have pagers in the plant for the purpose of emergency messages. If a call needs to be returned a supervisor will be notified.

Discipline records

Employees have the right to review their personnel file with the Human Resources Director and their personnel files with the Chief Operator. If they desire they may have their steward or Business Agent present.

WAGES:

Increase wages as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Increase Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 1, 2002</td>
<td>.60 per hour increase</td>
</tr>
<tr>
<td>June 1, 2003</td>
<td>.60 per hour increase</td>
</tr>
<tr>
<td>June 1, 2004</td>
<td>.60 per hour increase</td>
</tr>
</tbody>
</table>

(Retroactivity back to June 1, 2002)

Senior WWTP operator and WWTP mechanic grade 4 shall receive an upgrade adjustment of $1.00 on June 1, 2002.

Any new hires after 1/1/2000 will be hired at a rate of $1.00 per hour less than the lowest
person in title. On their 1 year anniversary their rate of pay will move to the rate of the lowest person in title.

Position Modifications:

INSTRUMENTATION MECHANIC FACILITY MAINTENANCE - NON-COMPETITIVE MECHANIC AND ASSISTANT SCADA OPERATORS HAVE THE FOLLOWING MODIFICATIONS:

1. HOURS 5 8 HOUR DAYS MONDAY THROUGH FRIDAY.

2. HOLIDAYS 9 + 2 FLOATING HOLIDAYS, THE SAME AS THE MUNICIPAL BUILDING

3. ALL TRAINING PER JOB DESCRIPTION

4. ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT APPLY

Benefits Clause

All benefits (vacation, sick, health insurance, etc) must be earned by being paid from Village payroll for 50% or more of the workdays in a given month.

Duration

ALL PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE JUNE 1, 2002 THROUGH MAY 31, 2005.

VILLAGE OF ENDICOTT

TEAMSTERS LOCAL 693

DATE

DATE
MEMORANDUM OF UNDERSTANDING

The Village of Endicott and the Teamsters agree that the salary increase provided to Mark Murphy, Apprentice Water Treatment Plant Operator, Grade 4 Plant, effective November 3, 2003 is not intended to set a precedent or expand the contract for any other employee similarly situated.

For the Village

For the Union

Date

Date