NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370  ilrref@cornell.edu

Contract Database Metadata Elements


Employer Name: Croton-On-Hudson, Village of

Union: Croton-On-Hudson Village Employees Unit, International Brotherhood of Teamsters (IBT)

Local: 456

Effective Date: 06/01/99

Expiration Date: 05/31/03

PERB ID Number: 7551

Unit Size: 44

Number of Pages: 33

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

For additional information on the ILR School - http://www.ilr.cornell.edu/
COLLECTIVE BARGAINING AGREEMENT

between

VILLAGE OF CROTON-ON-HUDSON

and

LOCAL 456, I.B.T.

June 1, 1999 – May 31, 2003

RECEIVED

DEC 11 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
COLLECTIVE BARGAINING AGREEMENT

between

VILLAGE OF CROTON-ON-HUDSON

and

LOCAL 456, I.B.T.

June 1, 1999 – May 31, 2003
## INDEX

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definition</td>
<td>1</td>
</tr>
<tr>
<td>2. Recognition</td>
<td>2</td>
</tr>
<tr>
<td>3. Waiver</td>
<td>2</td>
</tr>
<tr>
<td>4. Village Prerogatives</td>
<td>2</td>
</tr>
<tr>
<td>5. Strike</td>
<td>3</td>
</tr>
<tr>
<td>6. Admittance of Employee Representatives</td>
<td>3</td>
</tr>
<tr>
<td>7. Solicitation of Membership and Dues</td>
<td>4</td>
</tr>
<tr>
<td>8. Bulletin Boards</td>
<td>4</td>
</tr>
<tr>
<td>9. Agency Shop</td>
<td>5</td>
</tr>
<tr>
<td>10. Leave of Absence</td>
<td>5</td>
</tr>
<tr>
<td>11. Military Service</td>
<td>6</td>
</tr>
<tr>
<td>12. Safety</td>
<td>6</td>
</tr>
<tr>
<td>13. Grievance Procedure</td>
<td>7</td>
</tr>
<tr>
<td>14. Disciplinary Procedure</td>
<td>8</td>
</tr>
<tr>
<td>15. Hours of Work</td>
<td>8</td>
</tr>
<tr>
<td>16. Overtime</td>
<td>10</td>
</tr>
<tr>
<td>17. Vacations</td>
<td>11</td>
</tr>
<tr>
<td>18. Holidays</td>
<td>12</td>
</tr>
<tr>
<td>19. Sick Leave/Attendance Incentive</td>
<td>13</td>
</tr>
<tr>
<td>20. Personal Leave</td>
<td>14</td>
</tr>
<tr>
<td>21. Funeral Leave</td>
<td>15</td>
</tr>
</tbody>
</table>
22. Worker's Compensation
23. Wage Rates
24. Health Insurance
25. Seniority
26. Posting of Positions
27. Retirement Plan
28. Longevity
29. Dental Program
30. Termination of Employment
31. Extended Snow Removal & Other Operations
32. Severability
33. Out of Title Pay
34. Licenses
35. Approval of Legislative Body
36. Duration
PREAMBLE

THIS AGREEMENT, entered into this 5th day of December, 2000, by and between the Village of Croton-on-Hudson, New York, (hereinafter referred to as the “VILLAGE”), and Local 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the “Union”).

ARTICLE 1
DEFINITION

The Village recognizes the Union as the exclusive bargaining agent for all blue collar and white collar employees of the Village in the titles listed below who regularly work twenty-one (21) hours or more per week, except Seasonal Employees and those temporary employees whose appointment lasts no longer than six (6) months in a year, who hold the following titles:

- Lead Maintenance Mechanic (Automotive)
- Assistant General Foreman
- Caretaker
- Laborer
- Laborer/Dog Control Officer
- Motor Equipment Operator (MEO)
- Skilled Laborer
- Water Maintenance Worker I
- Assistant Court Clerk
- Intermediate Clerk
- Intermediate Typist
- Senior Account Clerk
- Parking Enforcement Officer (School Cross. Gd.)

All other employees of the Village shall be excluded
ARTICLE 2

RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining agent for the purpose of bargaining in respect to rate of pay, wages and hours of employment, and other fringe benefits, for the maximum period allowed by law.

ARTICLE 3

WAIVER

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 4

VILLAGE PREROGATIVES

Subject to the terms of this Agreement, the Management of the Village and the direction of its personnel, including the right to hire, discipline or discharge employees for just cause, to transfer, promote them or lay them off and to maintain discipline, order and efficiency in its plants are the sole responsibility of the Village. Except in cases of emergencies, members of the unit who are moved from Sanitation to other jobs within their classification with different hours will be given ten (10) working days' notice. The methods, processes and means of conducting its business are the prerogatives of the Village.
ARTICLE 5

STRIKE

The Union expressly affirms that it does not assert the right to strike against the government of the Village, nor to assist in any such strike or to impose an obligation to continue, assist or participate in any such strike, advocate, counsel, suggest or approve any strike, tacitly or otherwise.

ARTICLE 6

ADMITTANCE OF EMPLOYEE REPRESENTATIVES TO EMPLOYER’S PROPERTY

No more than two (2) business representatives of the Union shall have access to the premises of the Employer during working hours for the purpose of investigating grievances and other terms and conditions of employment. Authorization for such visits shall be at the specific permission of the employer and shall be requested to the Village Manager or his/her designee in advance. The business representatives shall conduct such business in a prompt and orderly manner and such visits shall not, in the opinion of the Village Manager, unnecessarily or unreasonably interrupt work.
ARTICLE 7

SOLICITATION OF MEMBERSHIP AND DUES

7.1 No solicitation of employees for Union membership, collection of dues or other Union activities shall be conducted on the Employer's time or during working hours, except that the Union representative will be allowed one interview with a new employee who is under its jurisdiction, regarding membership in the Union before the expiration of the thirty (30) day calendar period from the date of employment.

7.2 Dues Deductions: The Village agrees to deduct individual assignments signed by employees authorizing deductions of membership dues, and Political Action Fund.

7.3 There shall be no mass meetings called by the Union or held by its members for any purpose, on the Village's property at any time, except as specifically authorized by the Village Manager or his/her designated representative.

ARTICLE 8

BULLETIN BOARDS

The Village shall provide a reasonable number of bulletin boards the number of which and location are to be mutually agreed upon by the Union and the Village. The Union Shop Steward, or his/her duly authorized representative, may post notices of Union elections, and results thereof, appointments, meetings, social functions, and other material if approved by the Village Manager or his/her duly authorized representative.
ARTICLE 9

AGENCY SHOP

The Village agrees to deduct from wages of employees covered under this agreement who are not members of the Union an appropriate agency fee levied by the Union. The Union shall be responsible for all such funds once received by the Union.

ARTICLE 10

LEAVE OF ABSENCE

Leave of absence for a period of more than two (2) weeks may be granted without pay for a reasonable period for legitimate reasons. Excused time off for less than two (2) weeks is not considered a leave of absence but an "excused absence." Requests for leave of absence must be made in writing to the Department Head and approved by the Village Manager.

Leaves of absence for personal reasons shall be permissive and the employee shall not work in any other employment during the leave of absence unless agreed to by the Village Manager.

All leaves of absence shall result in an extension of the anniversary date of the employee by the number of days included in the leave except if the leave is granted for illness, accident or injury. Notwithstanding the above, probationary periods shall be governed by the New York State Civil Service Law and Westchester County Civil Service Rules.

Employees failing to return to work on or before the expiration of their leave shall be considered to have quit voluntarily.
ARTICLE 11

MILITARY SERVICE

11.1 Military Service: Employees who were not employees of the Village who voluntarily entered or were conscripted into active service in the Armed Forces of the United States Government under the provisions of applicable law will be credited with full retention of seniority to a maximum of five years, toward longevity and vacation accruals.

11.2 Military Credit Toward Retirement: In the event legislation is passed that would permit "Buy Back Time" for military credit, the Village agrees to adopt the necessary resolution as long as there are no mandated costs placed upon the Village.

ARTICLE 12

SAFETY

12.1 Work Related Clothing & Equipment: The Village agrees to provide an allowance annually toward the purchase of work-related clothing and equipment as follows:

<table>
<thead>
<tr>
<th></th>
<th>Blue Collar</th>
<th>White Collar</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999</td>
<td>$175.00</td>
<td>$125.00</td>
</tr>
<tr>
<td>2000</td>
<td>$200.00</td>
<td>$150.00</td>
</tr>
<tr>
<td>2001</td>
<td>$225.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>2002</td>
<td>$225.00</td>
<td>$175.00</td>
</tr>
</tbody>
</table>

The allowance will be provided during the month of July.

12.2 The Union will cooperate with the Village in regard to any employee who refuses or fails to use any safety device provided by the Village where the nature of the work being performed indicates that such safety device should be used, and in regard to any employee who, without express permission, uses or operates equipment which he/she is not regularly assigned or authorized to use or operate.
ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Any dispute arising concerning the interpretation of the express terms of this Agreement shall be the subject of a grievance and shall be processed in accordance with the following procedure.

13.2 A grievance of an employee or employees shall be presented in writing to a designated supervisory person within ten (10) working days from the occurrence giving rise to the grievance or of actual or constructive notice thereof.

13.3 In the event such grievance is not resolved within five (5) working days from such presentation, it shall be presented in writing, by the Union, to the Village Manager.

13.4 In the event that such grievance is not disposed of under Section 13.3, the Employer, or the Union, not later than ten (10) days after presentation under Section 3, shall have the right to submit the issue to binding arbitration before an impartial arbitrator. The submission shall include a brief statement setting forth precisely the express provision of this Agreement to be interpreted by the arbitrator. The Arbitrator’s decision shall be limited to the interpretation of the express provision submitted and shall be binding upon the Village, the Union, and the employee.

In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitration as hereinabove provided, then the Voluntary Labor Arbitration Rules of the American Arbitration Association shall be applied to the proceeding for the purpose of selecting an arbitrator and the arbitrator shall be selected as therein provided. The arbitrator’s fee will be shared equally by the parties to the dispute.
13.5 Time limits for this article may be waived by mutual written agreement.

13.6 The employees designated by the Union to administer this Agreement shall be permitted a reasonable amount of time without loss of pay to do so. Reasonableness shall be determined by the Village Manager, whose decision shall not be arbitrary and capricious. Such employee(s) shall secure prior approval from the Village Manager or his/her designee in such instances.

ARTICLE 14
DISCIPLINARY PROCEDURE

Permanent members of the unit who have completed their probationary period shall be disciplined for just cause. Grievances under this provision shall be submitted in writing within ten (10) working days to the Village Manager. The Village Manager shall render his/her decision in writing within ten (10) working days. If the Union and the employee are not satisfied with the Village Manager's decision, they may submit such grievance to arbitration under the procedures in Article 13. Such appeal shall be made within ten (10) days of the Village Manager's decision. This procedure shall be in lieu of Section 75 of the Civil Service Law.

ARTICLE 15
HOURS OF WORK

15.1 The working day for public works employees shall be eight (8) hours; and the working day for the office staff shall be seven (7) hours. The work week for public works
employees shall be forty (40) hours and the work week for the office staff shall be thirty-five (35) hours.

Lunch shall normally occur from 12:00 Noon to 12:30 p.m. The Village may alter such time where the needs of the Department require. Such changes shall not be arbitrary or capricious. If lunch is not given by 1:00 p.m., it will not be taken and the affected employees may go home at 3:00 p.m.

15.2 Clerical Employees: Clerical employees will work from 8:30 a.m. to 4:00 p.m. with a thirty (30) minute lunch period, Monday through Friday. In the event that the Village Manager determines that the thirty (30) minute lunch period is being abused, he/she may change the work hours from 8:30 a.m. through 4:00 p.m. to 8:30 a.m. to 4:30 p.m. with a one-hour lunch period Monday through Friday. If work hours are 8:30 a.m. to 4:00 p.m., there shall be no summer hours. If work hours are 8:30 a.m. to 4:30 p.m., during the summer months (June 1 to Labor Day), the hours will be from 8:30 a.m. to 4:00 p.m. with a half-hour for lunch.

15.3 Public Works’ Hours: Public works’ hours shall be 7:00 a.m. to 3:30 p.m. Monday through Friday, with a thirty (30) minute lunch break. Water Department employees shall work from 7:00 a.m. to 3:30 p.m. The laborer assigned to dog enforcement activities, Heavy Motor Equipment Operator, and Caretaker shall work at hours scheduled by the Superintendent of Public Works.

15.4 Other work hours may be scheduled with the mutual agreement of the employee and employer. The Union will be notified when this clause is utilized to alter hours.
ARTICLE 16

OVERTIME

16.1 Overtime shall occur after the normal eight or forty, or seven or thirty-five hours has been achieved. The regular work week shall include authorized holidays, personal leave and sick leave.

16.2 Overtime pay is defined to mean one and one-half (1 & 1/2) times regular pay except for the following:

a. Double (2) times the regular pay for performance on the seventh day or a Sunday.

b. Double (2) times the regular pay in addition to the day’s pay for work performance on a contract holiday.

c. Double (2) times the regular pay, in addition to the day’s pay for employees who perform work on Easter Sunday.

16.3 Overtime and Shift Assignments for Water Department Employees

Water Department Weekend Coverage

When assigned to weekend coverage, the employee’s days of rest will be the Monday and Tuesday following the weekend assignment. Any work required of the employee on duty during a weekend as a result of a situation considered to be an emergency in the judgment of the Superintendent of Public Works shall be paid at the rate of time and one-half of the applicable rate for the actual hours worked. This pay will be over and above the eight-hour assigned pay.

16.4 Water Department Holiday Coverage: Water department employees assigned to holiday coverage as part of their work week will be paid eight hours at the applicable overtime

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson

10
rate. This is over and above the guaranteed holiday pay. Any work required of the employee on duty during a holiday as a result of a situation considered to be an emergency in the judgment of the Superintendent of Public Works shall be paid at the applicable overtime rate for hours actually worked.

Duties for weekend and holiday coverage will include regular inspection, maintenance, and periodic checking of pumping facilities.

16.5 The Village agrees that overtime assignments shall be offered on a rotating and equitable basis to the employees in the classification for which there is an assignment. This article shall not be effective for Village emergencies requiring the immediate response of Village employees. It is agreed that employees living within 15 minutes response time will be called for extreme emergencies.

16.6 The Village will pay any employee who is called in a minimum of three (3) hours' pay at applicable rate of pay; this does not apply when called in three (3) hours or less prior to the normal established work schedule or for holdover overtime.

ARTICLE 17

VACATIONS

17.1 A vacation year is defined as the period from the anniversary date of employment through the 52-week period following.

17.2 Vacations shall be earned as follows:

a. One week or five (5) days after 26 weeks.

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson

11
b. Two (2) weeks or ten (10) days after one year which shall include and shall not be in addition to the one (1) week in (a).

c. Employees earn one (1) additional day of vacation on the second anniversary date of employment for each of the next ten (10) years, with a maximum of twenty (20) days until the twentieth year has been reached, at which time an additional day for each of the next four (4) years is added so that by the end of twenty-four (24) years of service, an employee will have accrued twenty-four (24) work days of vacation.

17.3 The employee shall have the option of receiving payment for up to fifteen (15) days vacation in lieu of actual utilization of such vacation leave.

17.4 Vacation days may be carried over from one year to the next with limitation of twenty (20) days carry-over, based upon special reasons presented in writing to the Department Head and providing such carry-over is approved by the Village Manager.

17.5 Employees shall be granted advance vacation pay when a request is made no less than two (2) weeks and no more than thirty (30) days in advance of vacation.

ARTICLE 18

HOLIDAYS

18.1 The authorized paid legal holidays are as follows:

- New Year's Day
- Martin L. King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve
- Christmas Day

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson
12
18.2 Should a recognized holiday fall on a Saturday, the preceding Friday will be recognized as the holiday.

18.3 Should a recognized holiday fall on a Sunday, the following Monday will be recognized as the holiday.

18.4 Should a recognized holiday fall on a regularly scheduled day off, another day off, mutually agreed upon by the employee and employer, will be recognized as the holiday.

ARTICLE 19

SICK LEAVE/ATTENDANCE INCENTIVE

19.1 Any employee who has completed the minimum established probationary period shall be granted sick leave with full pay by the Village. It shall be earned at the rate of one (1) day per month from day of employment. Effective with the 2000 calendar year, members of the unit who use Zero (0) sick leave and Zero (0) Workers’ Compensation leave shall be paid a $1,000.00 perfect attendance bonus in the second pay period of January of each year. Members of the unit who have one (1) through three (3) days of sick leave and/or Workers’ Compensation leave during this period shall be paid $500.00.

19.2 If the earned sick leave is not utilized, it shall be accumulated from year to year with a maximum accumulation of 225 days. Effective June 1, 2000, the maximum accumulation of sick leave shall be increased to 240 days.
19.3 Sick leave is hereby defined to mean the absence from duty of any employee because of illness of the employee, injury or quarantine resulting from exposure to contagious disease.

19.4 The employee shall submit to his/her department head, when requested, evidence in the form of a medical certificate or otherwise, of the reason for the employee’s absence covering the period for which sick leave is claimed. The Village shall reimburse the employee for the cost of such visit which is not covered by insurance. The employee shall submit the necessary papers for reimbursement.

19.5 Any unused sick leave accumulation in excess of 165 days shall be paid upon vesting and leaving village employ or retirement at the employee’s daily rate of pay on the employee’s last day of employment in a separate check to a maximum of 45 days. Effective June 1, 2000, this figure shall be increased to a maximum of 50 days. Sick leave accumulation up to 165 days is credited towards additional service credit for enhanced pension benefits (Section 41-j of the New York State Employees’ Retirement System).

ARTICLE 20

PERSONAL LEAVE

20.1 Five (5) days leave for personal business may be granted each year. It shall be granted at the discretion of the Department Head and approved in advance. It shall not be cumulative and shall never be liquidated in cash.

Six (6) days leave for personal business may be granted for clerical employees.
December 28, 2000

PERB
80 Wolf Road
Albany, NY 12205-2604

Re: Local 456
Teamster Contract
1999-03

Dear Sir:

Enclosed please find revised pages 15 and 16 of the above contract.

Please insert in the proper location in your contract and discard old pages.

Sincerely,

Richard F. Herbek
VILLAGE MANAGER

RFH/pk

RECEIVED
JAN. 02 2001
NYS PUBLIC EMPLOYMENT RELATIONS BOARD
Personal leave is leave with pay and is to be available for use for illness in the family, doctor’s visits, religious observance, for attendance at funerals other than those covered by bereavement leave, necessary absences due to extraordinary weather conditions, attendance at conventions other than on Village business, business appointments and medical examinations.

20.2 Unused personal leave not used in any year will be added to sick leave accumulation.

ARTICLE 21
FUNERAL LEAVE

Funeral leave with pay may be granted for a death in the immediate family for a period of up to three (3) days. Immediate family is hereby defined to mean parents, spouse, children, brothers, sisters, father-in-law and mother-in-law, grandparents or other family member living in the household. In the event of the death of a brother-in-law, sister-in-law and/or grandparent-in-law, one day with pay will be granted, if necessary, to attend the funeral.

ARTICLE 22
WORKER’S COMPENSATION

22.1 Any employee hired prior to June 1, 1993, who is necessarily absent from duty because of occupational injury or disease as defined by the Worker’s Compensation Law may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits).
22.2 For any employee hired after June 1, 1993, the amount of Worker's Compensation benefit will be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>1 month full pay</td>
</tr>
<tr>
<td>2nd year</td>
<td>2 months full pay</td>
</tr>
<tr>
<td>3rd year</td>
<td>3 months full pay</td>
</tr>
<tr>
<td>4th year and thereafter</td>
<td>6 months full pay</td>
</tr>
</tbody>
</table>

22.3 Such leave shall not commence until after fifteen (15) work days following the onset of the occupational injury or illness. This waiting period may be waived based on an employee's prior attendance record. During the waiting period outlined above, employees may utilize their accumulated sick leave, if any. If any period of the waiting period is deemed covered by Workers' Compensation and the Village is awarded money for lost wages for such period by Workers' Compensation, the employee will have their sick leave re-credited with the amount of days the Workers' Compensation award will cover.

22.4 Vacation, personal leave and sick leave credits shall not be earned for periods beyond this period; any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such employee may then be granted a leave of absence without pay.

22.5 When the Worker's Compensation Board has made an award to such employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the Village. Upon return to active duty, such employee shall be credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Worker's Compensation award for such loss of time.
Personal leave is leave with pay and is to be available for use for illness in the family, doctor's visits, religious observance, for attendance at funerals other than those covered by bereavement leave, necessary absences due to extraordinary weather conditions, attendance at conventions other than on Village business, business appointments and medical examinations.

20.2 Unused personal leave not used in any year will be added to sick leave accumulation.

ARTICLE 21

FUNERAL LEAVE

Funeral leave with pay may be granted for a death in the immediate family for a period of up to three (3) days. Immediate family is hereby defined to mean parents, spouse, children, brothers, sisters, father-in-law and mother-in-law, grandparents or other family member living in the household. In the event of the death of a brother-in-law, sister-in-law and/or grandparent-in-law, one day with pay will be granted, if necessary, to attend the funeral.

ARTICLE 22

WORKER’S COMPENSATION

22.1 Any employee hired prior to June 1, 1993, who is necessarily absent from duty because of occupational injury or disease as defined by the Worker’s Compensation Law may, pending adjudication of the case, and while said disability renders the employee unable to perform the duties of the position, be granted leave with full pay for a period not to exceed six (6) months (exclusive of accumulated sick leave and other time credits) for such injury.
22.2 For any employee hired after June 1, 1993, the amount of Worker's Compensation benefit will be as follows:

<table>
<thead>
<tr>
<th>Period</th>
<th>Benefit</th>
</tr>
</thead>
<tbody>
<tr>
<td>During 1st year</td>
<td>1 month full pay for such injury</td>
</tr>
<tr>
<td>During 2nd year</td>
<td>2 months full pay for such injury</td>
</tr>
<tr>
<td>During 3rd year</td>
<td>3 months full pay for such injury</td>
</tr>
<tr>
<td>During 4th year and thereafter</td>
<td>6 months full pay for such injury</td>
</tr>
</tbody>
</table>

22.3 Such leave shall not commence until after fifteen (15) work days following the onset of the occupational injury or illness. This waiting period may be waived based on an employee's prior attendance record. During the waiting period outlined above, employees may utilize their accumulated sick leave, if any. If any period of the waiting period is deemed covered by Workers' Compensation and the Village is awarded money for lost wages for such period by Workers' Compensation, the employee will have their sick leave re-credited with the amount of days the Workers' Compensation award will cover.

22.4 Vacation, personal leave and sick leave credits shall not be earned for periods beyond this period; any accumulated sick leave and other time credits may be used. When all earned credits have been exhausted, such employee may than be granted a leave of absence without pay.

22.5 When the Worker's Compensation Board has made an award to such employee for the period of leave with pay, such compensation award for loss of time for such period shall be credited to the Village. Upon return to active duty, such employee shall be credited with that portion of earned credits consumed during the period of absence in proportion to the amount of Worker's Compensation award for such loss of time.
ARTICLE 23

WAGE RATES

23.1 Except as otherwise provided in Appendix "A" & "B", effective June 1, 1999, the
general increase shall be 3.75%, plus the equity adjustments in 23.5 below.

23.2 Except as provided in Appendix "A" & "B", effective June 1, 2000, the general
increase shall be 3.75%, plus the equity adjustments in 23.5 below.

23.3 Except as provided in Appendix "A" & "B", effective June 1, 2001, the general
increase shall be 3.75%, plus the equity adjustments in 23.5 below.

23.4 Effective June 1, 2002, the general increase shall be 4% as set forth in Appendix
"A" & "B".

23.5 In addition to the general increase above, members of the unit shall receive the
following equity adjustments:

<table>
<thead>
<tr>
<th>White Collar</th>
<th>Blue Collar</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/99 $300</td>
<td>$300</td>
</tr>
<tr>
<td>6/1/00 $400</td>
<td>$400</td>
</tr>
<tr>
<td>6/1/01 $500</td>
<td>$500</td>
</tr>
</tbody>
</table>

23.6 Members of the Unit who are promoted shall be placed by the Village on a step
in the classification to which they are promoted that minimally provides a raise of
at least $1,000.00 above their salary in the classification from which they were
promoted.

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson
17
ARTICLE 24

HOSPITAL AND SURGICAL PLANS-HEALTH INSURANCE

24.1 The Village will provide the Empire Health Insurance Plan (Core Plan plus Medical and Psychiatric Enhancements) or its successor. Any other plan shall require the mutual agreement of the parties.

24.2 Employees hired prior to July 9, 1981

The Village will pay the entire hospital, surgical, and health premium for the employee and dependents. Employees with at least five years of service who retire from the Village shall receive fully paid hospitalization for themselves and their dependents.

24.3 Employees hired after July 9, 1981

The Village will pay the entire hospital, surgical and health premium for the employee and dependents.

These employees shall not be eligible for health insurance coverage by the Village if they are eligible for comparable coverage under the plan of a spouse or another employer. If the spouse's plan requires a contribution, the Village may pay the employee the amount of the contribution made by the spouse or cover the employee with the Village's plan. If the spouse's plan will not cover an employee's or dependent's pre-existing condition, it shall not be deemed comparable until such condition is covered.

24.4 Employees hired on or after July 9, 1981, but prior to June 1, 1996, who retire from the Village shall receive fully paid hospitalization for the employees and their eligible dependents; except that eligibility requires employee retirement at age fifty-five (55) with twenty (20) or more years of service.
24.5 Employees hired after June 1, 1996, who retire from the Village shall receive fully paid hospitalization for only the employee and not dependents; except that eligibility requires employee retirement at age fifty-five (55) with twenty (20) or more years of service. Such employee/retiree at the time of retirement may elect to provide hospitalization for his/her eligible dependents. The cost of dependent coverage is to be paid by the employee/retiree.

24.6 Members of the unit who withdraw from the Village's health insurance plan during the life of this agreement shall receive one-third (1/3) of the premium for the plan under which they were covered, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Members may re-enter the plan within the twelve (12) month period provided, however, that if they re-enter the plan under those conditions, no payments shall be due hereunder. If they re-enter the plan in subsequent years prior to the due date for an annual payment, no payments shall be due.

24.7 Employees who elect to participate in a HMO (Health Maintenance Organization) shall be required to pay, through payroll deduction, the difference in cost between the cost of the HMO and the health insurance plan provided by the Village.

ARTICLE 25

SENIORITY

25.1 In promotion seniority, fitness and ability shall be the determining factors.

25.2 Seniority will be the determining factor in job abolition or staff reductions in the non-competitive and labor class classifications.

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson
19
ARTICLE 26
POSTING OF POSITIONS

26.1 All vacant and/or newly created positions in the non-competitive, labor and competitive class (excluding police), as defined in Rule “3.2”, “3.3” and “3.4” of the Westchester County Civil Service Rules, shall be posted and a copy of such posting forwarded to the Shop Steward not less than ten (10) days prior to filling of the position.

26.2 Qualified incumbent employees who apply for positions outlined in 26.1 will be interviewed except where Civil Service Law holds otherwise.

ARTICLE 27
RETIREMENT PLAN

The Village will continue to participate in the New York State Career Retirement Plan, Section 75i; application of unused sick leave upon retirement, Section 41j; and guaranteed minimum death benefits, Section 60b.

ARTICLE 28
LONGEVITY INCREMENTS

Upon the completion of eight (8) years of service with the Village, two hundred ($200.) dollars will be added to the employee’s annual salary, and for each additional five years of service with the Village, an additional two hundred ($200.) dollars will be added to the employee’s annual salary.

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson
20
ARTICLE 29

DENTAL PROGRAM

Effective June 1, 1996, the Village shall provide at no cost to the employee, the current

dental and life insurance plan on each employee and their eligible dependents.

ARTICLE 30

TERMINATION OF EMPLOYMENT

Employees in good standing, not subject to disciplinary charges, who terminate their

employment with the Village will receive any earned vacation or overtime credits.

ARTICLE 31

EXTENDED SNOW REMOVAL & OTHER OPERATIONS

32.1 The Superintendent of Public Works is authorized to grant rest periods of up to
eight (8) hours, after sixteen (16) consecutive hours of work, or in other exceptional cases when
the employee has not had an adequate period of rest, at the employee's request, except where
an unanticipated emergency makes a replacement impossible.

A. Upon return to duty, if still working outside the regular hours of work, then overtime

rate shall apply.

B. Upon return to duty, if still working within the regular hours of work, then the regular

rate shall apply.
ARTICLE 32

SEVERABILITY

In the event that any article, section or portion of this Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction or shall have the effect of loss to the Village of funds made available through State or Federal Law, then such specific article, section or portion specified in such decision or having such effect shall be of no force and effect; but the remainder of this Agreement shall continue in full force and effect.

ARTICLE 33

OUT OF TITLE PAY

33.1 When an employee is directed by the Superintendent of Public Works, or in his absence the Assistant General Foreman, to perform duties of a higher classification for a full work day, he/she shall be paid the rate of the higher classification at his/her increment level for the time worked in the higher classification. The Village shall not assign such work to more than one employee for the sole purpose of avoiding the payment of out of title pay. The MEO rate shall apply only in cases of vehicles over 18,000 GVW. This provision is only applicable to positions covered by this contract.

33.2 When two or more equally qualified employees are considered for a job assignment to higher grade classifications, the Village will endeavor to select the employee with the highest seniority, if qualified, fitness and ability being equal. Seniority means length of continuous full-time employment by the Village.
ARTICLE 34

LICENSES

34.1 Employees of the Village who are required either daily or periodically to operate Village vehicles and/or equipment which requires a special CDL license to operate such vehicle and/or equipment, shall be reimbursed by the Village for the difference in the cost of the CDL license versus a Class 5 License.

ARTICLE 35

APPROVAL OF LEGISLATIVE BODY

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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 36

DURATION

This Agreement shall remain in effect from June 1, 1999 up until May 31, 2003.
### APPENDIX "A"

**WHITE COLLAR CLASSIFICATION**

<table>
<thead>
<tr>
<th></th>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999-00</td>
<td>3.75% + $300.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP  1</td>
<td>0</td>
<td>28,150</td>
<td>27,109</td>
<td>24,159</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>30,819</td>
<td>29,661</td>
<td>26,384</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>33,484</td>
<td>32,211</td>
<td>28,607</td>
</tr>
<tr>
<td></td>
<td>0</td>
<td>36,265</td>
<td>34,764</td>
<td>30,832</td>
</tr>
<tr>
<td>2000-01</td>
<td>3.75% + $400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP  1</td>
<td></td>
<td>36,600</td>
<td>29,605</td>
<td>28,526</td>
</tr>
<tr>
<td></td>
<td>38,100</td>
<td>32,375</td>
<td>31,174</td>
<td>27,773</td>
</tr>
<tr>
<td></td>
<td>39,600</td>
<td>35,140</td>
<td>33,819</td>
<td>30,080</td>
</tr>
<tr>
<td></td>
<td>41,100</td>
<td>38,025</td>
<td>36,467</td>
<td>32,388</td>
</tr>
<tr>
<td>2001-02</td>
<td>3.75% + $500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP  1</td>
<td></td>
<td>38,473</td>
<td>31,215</td>
<td>30,095</td>
</tr>
<tr>
<td></td>
<td>40,029</td>
<td>34,089</td>
<td>32,843</td>
<td>29,315</td>
</tr>
<tr>
<td></td>
<td>41,585</td>
<td>36,956</td>
<td>35,588</td>
<td>31,708</td>
</tr>
<tr>
<td></td>
<td>43,141</td>
<td>39,951</td>
<td>38,335</td>
<td>34,102</td>
</tr>
<tr>
<td>2002-03</td>
<td>4.00%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STEP  1</td>
<td></td>
<td>40,011</td>
<td>32,464</td>
<td>31,299</td>
</tr>
<tr>
<td></td>
<td>41,630</td>
<td>35,452</td>
<td>34,156</td>
<td>30,487</td>
</tr>
<tr>
<td></td>
<td>43,248</td>
<td>38,436</td>
<td>37,011</td>
<td>32,976</td>
</tr>
<tr>
<td></td>
<td>44,867</td>
<td>41,549</td>
<td>39,868</td>
<td>35,466</td>
</tr>
</tbody>
</table>

- **I**: Senior Account Clerk
- **II**: Account Clerk, Intermediate Account Clerk/Typist
- **III**: Intermediate Typist, Asst. Court Clerk, Intermediate Clerk, Permit Clerk, Sec'y, ZBA (A)
- **IV**: Parking Enforcement Officer/School Crossing Guard, Park. Enf. Officer, Data Entry Oper.

(A) The Secretary to the Zoning Board of Appeals, in lieu of overtime, shall receive $175. per night meeting of the Zoning Board which he/she is required to attend. Effective 6/1/00 $185.00

---

1999-2003 Agreement  
I.B.T. Local 456 and  
Village of Croton on Hudson  
24
## APPENDIX "B" BLUE COLLAR CLASSIFICATION

<table>
<thead>
<tr>
<th>Year</th>
<th>STEP</th>
<th>I</th>
<th>II</th>
<th>III</th>
<th>IV</th>
<th>V</th>
<th>VI</th>
<th>VII</th>
<th>VIII</th>
</tr>
</thead>
<tbody>
<tr>
<td>1999-00</td>
<td>1</td>
<td>54,407</td>
<td>48,669</td>
<td>34,706</td>
<td>33,593</td>
<td>31,961</td>
<td>28,933</td>
<td>27,004</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>38,455</td>
<td>37,067</td>
<td>35,060</td>
<td>31,686</td>
<td>29,542</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>42,272</td>
<td>40,747</td>
<td>38,501</td>
<td>34,440</td>
<td>32,082</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>46,086</td>
<td>44,423</td>
<td>41,972</td>
<td>37,436</td>
<td>34,624</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2000-01</td>
<td>1</td>
<td>56,847</td>
<td>50,894</td>
<td>36,367</td>
<td>35,253</td>
<td>33,560</td>
<td>30,418</td>
<td>28,417</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>40,297</td>
<td>38,857</td>
<td>36,775</td>
<td>33,275</td>
<td>31,050</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>44,257</td>
<td>42,675</td>
<td>40,345</td>
<td>36,131</td>
<td>33,685</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>48,214</td>
<td>46,469</td>
<td>43,946</td>
<td>39,240</td>
<td>36,322</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2001-02</td>
<td>1</td>
<td>59,479</td>
<td>54,803</td>
<td>39,772</td>
<td>38,272</td>
<td>37,075</td>
<td>35,318</td>
<td>32,059</td>
<td>29,983</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>43,808</td>
<td>42,308</td>
<td>40,814</td>
<td>38,654</td>
<td>35,022</td>
<td>32,714</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>47,917</td>
<td>46,417</td>
<td>44,775</td>
<td>42,357</td>
<td>37,986</td>
<td>35,448</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>52,022</td>
<td>50,522</td>
<td>48,732</td>
<td>46,094</td>
<td>41,212</td>
<td>38,184</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002-03</td>
<td>1</td>
<td>61,858</td>
<td>56,995</td>
<td>41,363</td>
<td>39,803</td>
<td>38,558</td>
<td>36,731</td>
<td>33,341</td>
<td>31,182</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>45,561</td>
<td>44,001</td>
<td>42,447</td>
<td>40,200</td>
<td>36,423</td>
<td>34,023</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>49,834</td>
<td>48,274</td>
<td>46,566</td>
<td>44,052</td>
<td>39,506</td>
<td>36,866</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>54,103</td>
<td>52,543</td>
<td>50,681</td>
<td>47,938</td>
<td>42,860</td>
<td>39,711</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6/1/99 to 5/31/01

I  Assistant General Foreman
II Water Main Foreman, Lead Main. Mechanic (Automotive)
III HMEO, Water Main. Worker I, Auto. Mechanic, Park Foreman
V Skilled Laborer, Laborer (assigned to Dog Control), Laborer/Mechanic
VI Water Maintenance Worker II
VII Caretaker, Laborer

Effective 5/31/01

I  Assistant General Foreman
II Water Maintenance Foreman, Lead Maintenance Mechanic (Automotive)
III Park Foreman
IV HMEO, Water Main. Worker I, Automotive Mechanic
V MEO, Asst. Auto. Mechanic, Main. Mechanic Worker (Repair)
VI Skilled Laborer, Laborer (assigned to Dog Control), Laborer/Mechanic
VII Water Maintenance Worker II
VIII Caretaker, Labor

1999-2003 Agreement
I.B.T. Local 456 and
Village of Croton on Hudson

25
This Stipulation between Local 456, I.B.T. (The “Union”) and the Village of Croton-on-Hudson (the “Village”) sets forth the full settlement between the parties to resolve P.E.R.B. Case No. U-21513 regarding the water facilities monitor.

The parties agree that the Village may continue to utilize the person hired by the Village on or about December 15, 1999 to perform the duties of “Water Facilities Monitor” on the 10:00 P.M. to 6:00 A.M. shift, Saturday through Wednesday, up to and including December 31, 2000. This person or any replacement for this person shall be paid at a rate of pay not to exceed $12.00 per hour and shall be entitled to no other benefits from the Village. The person so employed by the Village shall not be a member of the bargaining unit and shall not be entitled to any contract benefits which are enjoyed by members of the bargaining unit.

The parties, by this Stipulation, do not waive any rights or claims they may have with regard to the duties performed by the Water Facilities Monitor effective December 15, 1999.

The Union agrees that upon the final acceptance of the terms set forth herein, the Union shall withdraw P.E.R.B. Case No. 21513.

FOR LOCAL 456, I.B.T.

Bernard E. Doyle, President
Date: 12/5/00

FOR VILLAGE OF CROTON-ON-HUDSON

Richard Herbek, Village Manager
Date: 12/6/00