

Cornell University ILR School

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

Title: **Sylvan Beach, Village of and Village of Sylvan Beach Waste Water Plant and Street Employee Unit, International Brotherhood of Teamsters (IBT), AFL-CIO (2014) (MOA)**

Employer Name: **Sylvan Beach, Village of**

Union: **Village of Sylvan Beach Waste Water Plant and Street Employee Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **06/01/2014**

Expiration Date: **05/31/2016**

PERB ID Number: **8855**

Unit Size: **13**

Number of Pages: **31**

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/>

BC/88551

AGREEMENT

BETWEEN

VILLAGE OF SYLVAN BEACH

AND

TEAMSTERS LOCAL UNION #294

EFFECTIVE: JUNE 1, 2014

&

EXPIRING: MAY 31, 2016



13

TABLE OF CONTENTS

AGREEMENT -----	2
ARTICLE 1, RECOGNITION-----	2
ARTICLE 2, UNION SECURITY -----	2
ARTICLE 3, HOURS OF WORK -----	4
ARTICLE 4, REPORTING TIME-----	6
ARTICLE 5, SENIORITY-----	7
ARTICLE 6, WORK FORCE CHANGES-----	8
ARTICLE 7, HOLIDAYS-----	11
ARTICLE 8, VACATIONS-----	12
ARTICLE 9, MISCELLANEOUS LEAVE -----	14
ARTICLE 10, SICK LEAVE-----	15
ARTICLE 11, HEALTH INSURANCE-----	16
ARTICLE 12, SETTLEMENT OF DISPUTES -----	17
ARTICLE 13, DISCIPLINE AND DISCHARGE -----	20
ARTICLE 14, GENERAL PROVISIONS-----	22
ARTICLE 15, STRIKES AND LOCKOUTS-----	24
ARTICLE 16, CONTRACTING AND SUBCONTRACTING PUBLIC WORKS-----	25
ARTICLE 17, SAVINGS CLAUSE-----	25
ARTICLE 18, WAGES-----	26
ARTICLE 19, RETIREMENT STIPEND-----	27
ARTICLE 20, CDL-----	27
ARTICLE 21, TOTAL AGREEMENT -----	27
ARTICLE 22, STATUTORY PROVISION -----	28
ARTICLE 23, TERM OF AGREEMENT-----	29
APPENDIX "A" / WAGES -----	30

AGREEMENT

This Agreement entered into by the Village of Sylvan Beach County of Oneida, New York, hereinafter referred to as the Employer and the Teamsters Local Union 294, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment and the administration of grievances arising thereunder for the term of this agreement for all Waste-Water plant and street employees including Superintendents, Mechanics, Laborers, Secretaries, etc. employed by the Village of Sylvan Beach, New York (exclude seasonal, temporary and elected officials).

ARTICLE 2 UNION SECURITY

Section 1 – Check-off of Union Dues

- (a) All employees covered by this agreement shall tender their membership dues to the Union by signing the Authorization for Payroll Deduction of Union Dues form provided by the union.
- (b) The Employer agrees to deduct union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the form of Authorization for Payroll Deduction of Union Dues provided by the Union from the pay of all employees who have executed such

Authorization for Payroll Deduction of union dues and any additional deduction for any program made available through the union.

- (c) Payroll deduction of union dues under the properly executed authorization for payroll deduction of union dues forms shall become effective at the time the form is signed by the employee and shall be deducted by the 1st full pay period of the month thereafter from the pay of the employee.
- (d) The aggregate total of all such deductions together with a list of whom dues have been deducted, shall be remitted to Teamsters Local #294 on or before the fifteenth (15) of every month.
- (e) Revocation of authorization cards shall be subject to conditions contained thereon.
- (f) Any change in the amount of union dues to be deducted must be certified by the Union in writing and be forwarded to the Employer.

Section 2 – Bulletin Boards

The Employer agrees to provide a bulletin board for the exclusive use of the Union to post notices and other information at each work installation.

Section 3 – Access to Premises

The Employer agrees to permit representatives of the International Union, the Union Council and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees, with notification and permission of Highway Superintendent or the Plant Superintendent of the Waste Water Plant.

Section 4 – Notification on New Employees

The Employer agrees to submit to the Unit Chairman upon request a list of new employees hired, their job classification, home addresses.

ARTICLE 3 HOURS OF WORK

Section 1 – Regular Hours

The regular hours of work each day shall be consecutive.

References to consecutive hours of work in the balance of this Article shall be construed to exclude lunch periods.

Section 2 – Work Week

For the purpose of this Article, Saturday and Sunday are to be excluded from the workweek. The workweek shall consist of five (5) consecutive eight (8) hour days, or four (4) consecutive ten (10) hour days. Workweek is at the discretion of the Department heads.

Section 3 – Work Day

Eight (8) consecutive hours of work or ten (10) consecutive hours of work within the twenty-four (24) hour period commencing from an employee's regular starting time shall constitute the regular work day, not to include the lunch period.

All paid leave days are earned on an eight (8) hour basis. All paid "Leave Days" will be converted to hours and when an absence occurs, the number of hours absent will be deducted from the appropriate leave accrual. If a paid Holiday occurs on a regular scheduled ten (10) hour workday, the employee shall be paid eight (8) hours Holiday pay and may use accrued Vacation or Personal Leave for the additional two (2) hours pay.

Section 4 – Work Shift

Eight (8) consecutive hours of work or ten (10) consecutive hours of work shall constitute a work shift, all employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

Section 5 – Work Schedule

“Work schedules may be changed with ten (10) days’ notice and may be changed without advance notice in emergency situations. Non-Emergency Scheduled Changes shall be discussed with the Union prior to implementation and shall not be unreasonable in nature and will be limited to not more than three (3) changes per year.”

Section 6 – Continuous Operations

Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, or seven (7) days a week, however, the regular work week shall not exceed five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days unless as otherwise provided for.

Section 7 – Rest Periods

- (a) All employees’ work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift and at the work site or the nearest coffee shop.
- (b) Employees required to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest period that occurs during the shift.

Section 8 – Clean-up Time

Employees shall be granted a five (5) minute personal clean-up period prior to the end of work.

Section 9 – Lunch Period and Meals

All employees covered by the agreement shall have an unpaid half hour for lunch.

ARTICLE 4

REPORTING TIME

Section 1 – Show-up Time

Any employee who is scheduled to report for work and who presents himself for work as scheduled shall be assigned work.

Section 2 – Call Time

- (a) Any employee called for emergency duty in addition or outside of his regular scheduled shift shall be paid for a minimum of one (1) hour at the rate of time and one-half (1 ½).
- (b) Effective June 1, 2005, minimum call back shall be two (2) hours at the rate of time and one-half (1 ½).
- (c) If the call time work assignment and the employee's regular shift overlap, the employees shall be paid the call time rate of time and one-half (1 ½) until he completes two (2) hours work. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.
- (d) Under no circumstances except in case of emergency shall an employee be sent home during his regular scheduled shift for the purpose of recalling such employee to work on another work shift which either begins at the end of the employee's regular work shift, or anytime thereafter. The purpose of this section is to avoid splitting a shift.

Section 3 – Premium Rates of Pay

- (a) Time and one half (1 ½) the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours or ten (10) hours in any work day; all work performed in excess of forty (40) hours in any work week; all work performed before or after any scheduled work shift.

(b) Any employee required to work four (4) hours of overtime following his regular full day shall be granted one-half (1/2) hour off with pay for the purpose of eating. A similar one-half (1/2) hour with pay shall be granted for each subsequent four (4) hour period of overtime to be followed by additional overtime.

Section 4 – Work at Employee’s Option

Overtime work shall be voluntary. There shall be no discrimination against any employee who declines to work overtime, except in emergency situations as determined by the Employer.

Section 5 – Overtime Pay

All overtime worked shall be paid for promptly; no later than the next regular payroll check. Under no circumstances shall compensatory time be considered a manner of payment for overtime work or for any other reason.

ARTICLE 5 SENIORITY

Section 1 – Definition

Seniority means an employee’s length of continuous service with the Employer since his last day of hire.

Section 2 – Seniority Lists

Every six (6) months, the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee on a permanent basis. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire of all employees in the unit entitled to seniority.

ARTICLE 6
WORK FORCE CHANGES

Section 1 – Promotion and Filling Vacancies (Non-Competitive and Labor Classifications)

- (a) The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.
- (b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.
- (c) During this period, employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.
- (d) The Employer shall fill such job openings or vacancies from among those employees who have applied, who meet the standards of the job requirements, except that if there is more than one (1) employee who is qualified for the job, then such position shall be filled by selecting from among those qualified, the employee with the greatest seniority, if no qualified employee exists then the job may be open to the outside.
- (e) A notice listing those employees who have applied for the position and the employees selected for the position shall be posted by the Employer on all bulletin boards within two (2) work days of the selection by the Employer and be posted for a period of at least ten (10) work days.
- (f) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of sixty (60) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position.

Section 2 – Temporary Job Openings

- (a) Temporary job openings are defined as job vacancies except laborers that may periodically develop in any job classification because of illness, vacation, or leave of absence or for any other reason. Job openings that recur on a regular basis shall not be considered temporary job openings.
- (b) Temporary job openings in higher classifications shall be filled by employer assignment or re-assignment and the assignment or re-assignment shall be made in terms of a promotion based upon seniority and qualification before a new employee or temporary employee is hired. Temporary assignments shall be considered as training assignments by which the employee may obtain experience that will enable him to qualify for future promotions.
- (c) Employees assigned to temporary job openings shall be paid the wage rate established for the job or their own wage rate, whichever is higher.

Section 3 – Demotions

- (a) The term demotion, as used in this provision, means that reassignment, not requested by the employee, of an employee from a position in one job classification to a lower paying position in the same job classification or in another job classification.
- (b) Demotions shall be made to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take, the demotion or the layoff, unless otherwise provided.
- (c) No demotion shall be made for disciplinary reason.
- (d) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or pass a Civil Service examination required for permanent appointment to that job, or who voluntarily relinquishes such job, shall not be considered as demoted.

Section 4 – Layoff

- (a) In the event the Employer plans to layoff employees on a permanent basis for any reason, the Employer shall meet with the Union to review such anticipated layoff at least fifteen (15) days prior to date such action is to be taken.
- (b) When such action takes place it shall be accomplished by laying off temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in the inverse order of seniority.
- (c) The Employer shall forward a list of those employees being laid off to the local union steward on the same date that the notices are issued to the employees on a permanent basis.
- (d) Employees on a permanent basis to be laid off will have at least fourteen (14) calendar days' notice of layoff.
- (e) When an employee on a permanent basis is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump, or replace an employees with less seniority. Such employee may, if they so desire, bump an employee in an equal or lower job classification provided the bumping employee has greater seniority than the employee whom he desires to bump.

Section 5 – Recall

- (a) When the work force is increased after a layoff, employees will be recalled according to seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within ten (10) days from date of mailing of notice of recall he shall be considered a quit. Recall rights for an employee shall expire after one (1) year from the date of layoff. Written notice of expiration of recall rights shall be sent to the employee at his last know address by registered or certified mail.
- (b) No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled as provided for in Section (a) above.

Section 6 – Shift Preference

Shift preference will be granted where applicable on the basis of seniority within the same classification where a vacancy exists.

ARTICLE 7
HOLIDAYS

Section 1 – Holidays Recognized and Observed

(a) The following days shall be recognized and observed as paid holidays:

New Years Day	Columbus Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving
	A Floating Day

(b) Whenever any of the holidays listed above shall fall on Saturday the proceeding Friday shall be observed as a holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the Holiday.

Section 2 – Eligibility Requirements

(a) Employees shall be eligible for holiday pay under the following conditions:

- the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave and
- the employee worked his last scheduled work day prior to the holiday unless he is excused by the Employer, or he is absent.

(b) if a holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day. The lieu day shall be mutually agreed upon by the Highway Superintendent or Plant Superintendent of the waste water plant.

Section 3 – Holiday Pay

Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

Section 4 – Holiday Work

If an employee works on any of the holidays listed above, he shall be paid, in addition to his holiday pay, time and one-half (1 ½) for all hours.

Section 5 – Holiday Hours for Overtime Purposes

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

**ARTICLE 8
VACATIONS**

Section 1 – Choice of Vacation Period

- (a) Vacation shall be granted at the time requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period with the approval of the Village Board.
- (b) Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three (3) months remaining in the year.
- (c) The right to the allotment of vacations is exclusively reserved to the Employer.

- (d) Employees must tentatively request vacation ninety (90) days prior to vacation except in cases where employee takes vacation a day at a time. Such vacation shall be recorded so as the Village Board may check. It has been agreed that employees requesting one day's vacation time, the request must be made in writing 48 hours prior to the day requested, except in the case of an emergency, to the Village Clerk. This request must be approved by the department head and the Mayor.
- (e) The most vacation days that can be accumulated will be forty (40) days, except for employees who now have over forty (40) days. They will be able to maintain that amount at the signing of the contract.

Section 2 – Holiday During Vacation Periods

If a Holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day, as shall be mutually agreed upon.

Section 3 – Work During Vacation Period

No employee shall be required to work for the Village during his scheduled vacation period.

Section 4 – Vacation Rights in Case of Layoff or Separation

- (a) Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has accumulated at the time of separation.
- (b) In the case of the death of such an employee, such payment shall be made to his estate.

Section 5 – Vacation Schedule

All employees covered by this agreement shall be entitled to the following consecutive paid vacation period upon completion of their probationary period:

After one year.....	five (5) days
After three years.....	ten (10) days
After five years.....	fifteen (15) days
After ten years.....	twenty (20) days
After sixteen years.....	one (1) additional day for each additional year

ARTICLE 9

MISCELLANEOUS LEAVE

Section 1 – Family Death

In the event of death in the family of an employee’s spouse, Parents, Children, Sisters, Brothers, Mother-in-law or Father-in-law, Grandparents, Grandchildren, Aunts, Uncles, Step-parents and Step Children, the employee shall be granted three (3) days leave of absence with full pay. One (1) day for Brother-in-law and Sister-in-law with full pay.

Section 2 – Personal Leave

Employee shall be entitled to (six) 6 personal days per year.

Personal days are non-accumulative to be used whenever needed.

Arrangements for such leave shall be made by the employee at least twenty-four (24) hours in advance, except in case of emergency. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits.

Section 3 – Jury Duty

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury services and he shall receive the difference in pay up to his regular days pay.

Section 4 – Military Service Leave

Any member who is a member of the armed forces of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed ten (10) days as required by law.

Section 5 – Fire Calls

Volunteer firemen shall lose no time in responses to the first call to the primary fire department. Volunteer firemen and/or drivers shall be limited to paid response only within the parameters of the Sylvan Beach Fire District of Verona, Vienna and the Village of Sylvan Beach.

Section 6 – Benefits

All insurance and leave benefits to begin January 1 of each contract year.

ARTICLE 10

SICK LEAVE

- (a) Any employee on a permanent basis contracting or incurring any non-service connected sickness or disability or is quarantined by the Health Authorities, or must make medical visits during working hours as a result of any illness or injury, shall receive sick leave with pay.
- (b) Employees shall earn sick leave one (1) day per month paid sick time accumulative up to a maximum (50) days.
- (c) Effective June 1, 2006 – maximum accumulative paid sick time shall increase to fifty-five (55) days.
- (d) Effective June 1, 2007 – maximum accumulative paid sick time shall increase to sixty (60) days.

- (e) All time for which an employee is credited with sick leave shall be considered as time worked.
- (f) Must call in by the start of their shift.
- (g) Use of three (3) consecutive sick days will automatically require a doctor's statement.
- (h) For scheduled medical appointments, twenty-four (24) hours' notice must be given.

Section 1 – Absence Due to Injury and Workmen's Compensation

- (a) The Employer shall provide coverage for all employees covered by this Agreement under the Workmen's Compensation Law of New York State Employer's Law.

ARTICLE 11

HEALTH INSURANCE

- A. The Village will provide Excellus Blue Cross Blue Shield Simply Blue Plus Silver 4.

Employee contribution:

- The employees will contribute 12% of the premium.
- B. The Village will make available dental and optical plans and provide payroll deduction. Premiums for these two benefits will be paid 100% by the employee.

- C. The Village will provide New York State disability and will pay 100% of the cost.
- D. Opt out option for employees who wish to opt out of the Health Insurance provided by the Village of Sylvan Beach will receive the following; the employee will receive the amount that would be contributed in their HSA account converted to an IRA account.

The employee who wishes to take this option must show proof of Health Insurance coverage from another source.

Employees will be able to opt out of the Health Insurance or enroll into the Health Insurance annually during the open enrollment period outlined by the insurance carrier.

ARTICLE 12

SETTLEMENT OF DISPUTES

Section 1 – Grievances

Any grievance or dispute which may exist between the parties over the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Union Steward or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the Highway Superintendent or Plant Superintendent of waste water plant within five (5) work days of its occurrence; if at any time the steward or other authorized representative of the union is unaware of the grievance he shall take it up within five (5) days of his knowledge of its occurrence. The Highway Superintendent or Plant Superintendent of waste water plant within five (5) work days of its occurrence; if at any time the steward or other authorized representative of the union is unaware of the grievance, he shall take it up within five (5) days of his knowledge of its occurrence. The Highway Superintendent or Plant Superintendent of waste water plant shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.

Step 2. If the grievance still remains unadjusted, it shall be presented by the Union President and/or his authorized representative to the Village Board and Town Supervisor in writing within five (5) work days after the response of the Department Head is due. The Village Board shall schedule a meeting within five (5) work days after receipt of the grievance with the Union Representative. The Village Board shall within five (5) work days of such meeting, set forth an answer in writing to the Local Union President, with copies to each of the Committee.

Step 3: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Village Board by written notice to the other, request arbitration.

Section 2 – Arbitration Procedure

- (a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) work days after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall make a selection in accordance with the Board's rules of procedure.
- (b) The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- (c) No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this agreement.
- (d) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

Section 3 – Matter Relevant to Grievance Procedures

- (a) The time limits in the grievance procedure may be extended by mutual agreement in writing.
- (b) Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

- (c) Neither the Department Head nor the arbitrator may consider any evidence or facts which have not been previously discussed between the parties unless otherwise agreed upon by the parties.
- (d) In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Department Head's office by the Union's Representative.

Section 4 – Stewards and Grievance Committee

- (a) Employees selected by the Union to act as Union representatives shall be known as "Stewards". The names of employees selected as stewards and names of other union officers and representatives who may represent employees shall be certified in writing to the Employer by the local union, and the individuals so certified shall constitute the union grievance committee.
- (b) Any grievance committee meeting with the Employer, shall be held during working hours, on the Employer's premises, and without loss of time or pay when practical.

Section 5 – Processing Grievances During Working Hours

Grievance committee members may investigate and process grievances during working hours without loss of pay when practical.

Section 6 – Labor Management Committee

Upon request of either party, conferences shall be held between representatives or the Employer and at least three (3) representatives of the Union on important matters, which may include the discussion of procedures for avoiding future grievances and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance, and shall be held at reasonable hours as mutually agreed upon by the parties. Employees acting on behalf of the Union shall suffer no loss of time or pay should such meetings fall within their regular work hours.

Section 7 – All accepted grievances should be brought to the attention of the Village Board.

ARTICLE 13
DISCIPLINE & DISCHARGE

Section 1 – Exercise of Rights

- (a) The only procedure for taking disciplinary action or measures against any employee covered by this agreement shall be set forth in the following sections.
- (b) Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge.

When any action of measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, Business Agent and the Union Steward in writing of the specific reasons for such disciplinary action being imposed and the proposed penalty. The written notification shall contain a detailed description of the charges, which shall include dates, time and places. The written notification shall indicate that one (1) copy has been sent to the appropriate Union Steward, and one (1) copy to the Business Agent. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

- (c) Prior to the exhaustion or institution of the grievance procedure applicable to the disciplinary action, an employee may be suspended without pay only if the Employer has reason to believe that the employee's presence on the job represents a potential danger to persons or property, or would severely interfere with operations. However, such determination shall be reviewable by the arbitrator, should the matter become the subject of an arbitration proceeding in accordance with this Agreement. In any case, the disciplined employee, upon request, will be allowed to discuss his discharge or discipline with his steward or other authorized representative of the Union, and the Employer will make available an area where he may do so before he may be required to leave the premises.

Section 2 – Disputes as to Discipline and Discharge

When the Employer feels there is just cause for a disciplinary or discharge action to be taken against an employee, the action may be processed by the Union as a grievance matter at the second step of the grievance procedure within five (5) work days of receipt of such notification and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by the union.

Section 3 – Reinstatement

If, in any case where an employee has been suspended pending the outcome of an arbitration proceeding, an arbitrator finds that such suspension or discharge was unwarranted or that the penalty was too severe, then the employee shall be reinstated and compensated for all lost time, and all other rights and conditions of employment as may be determined by the arbitrator.

Section 4 – Limitations

An employee shall not be disciplined for acts known to the Employer which occurred more than six (6) months prior to the current disciplinary action.

Section 5 – Cause for Immediate Termination

- (a) Drug abuse during working hours
- (b) Stealing during working hours
- (c) Or other major offenses based on *Just Cause* as determined by the Arbitrator.

ARTICLE 14

GENERAL PROVISIONS

Section 1 – 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, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.
- (b) All references 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.
- (c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there 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.
- (d) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2 – Union Activities on Employer's Time and Premises

The Employer agrees that during working hours, without interruption of normal work duties on the Employer's premises without loss of pay, appropriate union representatives who are employees shall be allowed to:

- post union notices;
- distribute union literature;
- solicit union membership during other employees non-working time;
- transmit communication authorized by the local union on its officers to the Employer or his representatives;
- consult with the Employer, his representatives, local union officers or other union representatives concerning the enforcement of any provisions of this agreement without interruption of duties.

Section 3 – Contract Negotiations

The Employer will give time off with no loss of pay for the steward of the local union contract negotiating team to participate in contract negotiations if such meetings are held during their regular working hours, subject to emergencies which may require them to work.

Section 4 – Work Rules

- (a) The Employer agrees that new work rules or changes in existing rules shall not become effective until the Union has been notified by the Employer, and in addition, have been posted prominently on the bulletin board for a period of five (5) consecutive work days.
- (b) Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement provided the rules are uniformly applied and uniformly enforced.
- (c) An unresolved complaint as to the reasonableness of any new or existing rules, or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 5 – Joint Safety Committee

The Employer and the Union agree jointly to establish a Safety Committee consisting of an equal number of Employer and Union representatives, the number of members to be agreed upon. This Committee will advise management of all safety activities.

Section 6 – Protective Clothing

- (a) Protective clothing shall be furnished to the employees by the Employer, the cost of which shall be paid by the Village.
- (b) Uniform Allowance
All employees except office personnel shall be required to wear and maintain uniforms either through the uniform service or through individual purchase and maintenance in order to qualify for uniform allowance.

Section 7 – Car Allowance

No employees shall be obligated to use their personal automobile on Village business.

Section 8 – Disabled Employees

The Employer shall make reasonable effort to place employees who, through physical sensitivity or otherwise, become partially disabled on their present jobs, on work which they are able to perform and wages shall be adjusted to the classification.

Section 9 – Safety Enforcement

No employee shall be required to perform work that endangers his or any other employee's health or physical safety or under conditions which are in violation of the health and safety rules or any local, state or federal health or safety laws. An employee's refusal to perform such work shall not warrant or justify any present or future disciplinary action.

ARTICLE 15
STRIKES AND LOCKOUTS

Section 1 – Lockouts

No lockouts of employees shall be instituted by the Employer during the term of this Agreement.

Section 2 – Strikes

No strikes of any kind shall be causes or sanctioned by the Union during the terms of this Agreement. At no time; however, shall employees be required to act as strike breakers or to go through picket lines.

ARTICLE 16
CONTRACTING AND SUB-CONTRACTING PUBLIC WORKS

During the term of this Agreement, the Employer shall not contract or sub-contract any public work currently performed on a regular basis prior to February 23, 2005 by bargaining unit members a part of their job description that would mean the lay-off of a bargaining unit employee, without negotiation with Teamster Local Union 294. The Employer retains the right, at its sole and exclusive discretion to contract and/or sub-contract any and all work on Special Projects or work not performed prior to February 23, 2005 by current bargaining unit members.”

ARTICLE 17
SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific 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.

ARTICLE 18

WAGES

Employees of the unit shall be paid in accordance with the pay schedule per Appendix A.

The Employer will provide pay stubs containing itemized payroll deductions. Also the Employer will provide for voluntary payroll deductions to the Teamster Credit Union and to Drive as authorized by the employee.

New employees, excluding department heads, in both the street department and treatment plant shall be compensated per the following schedule:

\$3.00 below the rate for the class as per Appendix A for the first (6) six months.

\$2.50 below the rate for that class as per Appendix A for the second (6) months.

\$2.00 below the rate for that class as per Appendix A for the third (6) months.

\$1.50 below the rate for that class as per Appendix A for the fourth (6) months.

\$1.00 below the rate for that class a per Appendix A for the fifth (6) months.

\$.50 below the rate for that class as per Appendix A for the sixth (6) months.

After 36 months of employment compensation will be at full contractual rate.

Wage increases effective as follows:

June 1, 2014	3.0 %
June 1, 2015	3.0 %
June 1, 2016	3.0 %

(See Appendix A - Wages)

ARTICLE 19
RETIREMENT STIPEND

Upon the retirement of William DeFazio, he will receive a stipend of \$400 per month for thirty-six (36) months.

ARTICLE 20
CDL

All highway department employees shall apply for and be tested for a CDL license. The New York State application and license fee for a C.D.L. shall be reimbursed by the Village. A vehicle will be provided for the testing by the Village. If for some reason any existing employee does not pass the examination there will be no change in his job status. A CDL license will be required for new street department employees.

ARTICLE 21
TOTAL AGREEMENT

Notwithstanding any personnel Rules and Regulations, Local Law or other laws that previously were in effect to the contrary, the foregoing constitutes the entire Agreement between the parties and shall supersede any and all such previous rules, regulations, and laws, and no verbal

statement or other amendments, except an amendment mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to this Agreement, shall supersede or vary the provisions herein.

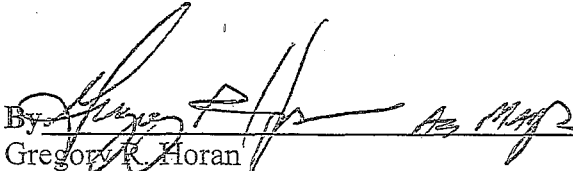
ARTICLE 22
STATUTORY PROVISION

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

ARTICLE 23
TERM OF AGREEMENT

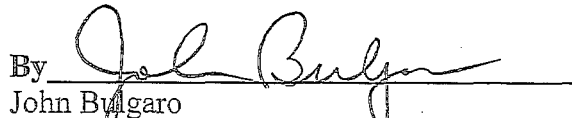
This Agreement shall commence on June 1, 2014 and expire May 31, 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE
VILLAGE OF SYLVAN BEACH

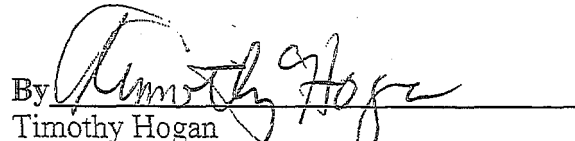
By 
Gregory R. Horan
Mayor

Date: 7-16-14

FOR THE UNION
TEAMSTER LOCAL UNION 294

By 
John Bulgaro
President/PEO

Date: _____

By 
Timothy Hogan
Assistant to PEO/Field Representative

Date: 7/16/14

APPENDIX A
WAGES

Classification	Current Hourly Rate	3% Increase Effective 6/1/14	3% Increase Effective 6/1/15	3% Increase Effective 6/1/16
Village Hall				
Village Clerk	19.39	19.99	20.59	21.21
Dep. Village Clerk	18.08	18.63	19.19	19.77
Treatment Plant				
Operator	25.07	25.83	26.61	27.41
Asst. Operator	18.71	19.27	19.85	20.44
Plant Maintenance	17.72	18.26	18.81	19.37
Plant Laborer	15.20	15.66	16.13	16.61
Street Department				
Public Works Superintendent	22.53	23.22	23.91	24.63
Working Supervisor	18.56	19.13	19.70	20.29
Laborer	16.40	16.90	17.41	17.93

In the event the calculations are incorrect, the employee will receive a 3% increase from the current hourly rate for the years of 2014, 2015, and 2016.