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Title: Solvay, Village of and Village of Solvay Department of Public Works Unit, New York Council 66, AFSCME, AFL-CIO, Local 815 (1999)

Employer Name: Solvay, Village of

Union: Village of Solvay Department of Public Works Unit, New York Council 66, AFSCME, AFL-CIO

Local: 815

Effective Date: 01/01/99

Expiration Date: 12/31/01

PERB ID Number: 7757

Unit Size: 32

Number of Pages: 41

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Council 66 Local 815 (Dpw Unit)

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AGREEMENT BETWEEN

THE VILLAGE OF SOLVAY

and

LOCAL 815, and NEW YORK COUNCIL 66



NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

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EXECUTIVE DIRECTOR

January 1, 1999- December 31, 2001

NEW YORK COUNCIL 66

American Federation of State, County and Municipal Employees

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AGREEMENT BETWEEN
THE VILLAGE OF SOLVAY
AND
LOCAL 815, COUNCIL 66, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

The Agreement entered into by the Village of Solvay, New York, hereinafter referred to as the Employer, and Local 815, Council 66, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I
RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all of its employees in the Department of Public Works and Electric Department, with the exception of supervisory, seasonal and uniformed personnel, for the term of this agreement and for the full period of time permitted by law in pursuance with the Public Employee's Fair Employment Act of 1967.

ARTICLE II
UNION SECURITY

SECTION 1. PAYROLL DEDUCTION OF UNION DUES

(a) All employees covered by the Agreement who are members of the Union shall tender their monthly membership dues to the Local 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 Local 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 Local Union from the pay of all employees who have executed such Authorization for payroll Deduction of Union Dues Form.

(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 next full pay period and each pay period thereafter from the pay of the employee.

(d) The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Local Union together with a list from whom dues have been deducted on or before the tenth (10th) of every such month.

(e) Any changes in the amount of Local Union Dues to be deducted must be certified by the Local Union in writing.

(f) Effective June 1, 1981 the Village and the Union shall enter into an agency shop agreement whereby there will be deducted from each employee who is not a member of the Union an amount equivalent to membership dues levied by the Union and remitted thereto. This shall be accomplished in accordance with Section 208.3(b) of the N.Y.S. Civil Service Law (Taylor Law).

SECTION 2. BULLETIN BOARDS

The Employer agrees to provide bulletin boards for exclusive use of the Local Union to post notices 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 and to explain Council sponsored insurance programs, if practical at the time, provided such representatives do not interfere with the performance of duties assigned to the employees.

SECTION 4. AID TO OTHER UNIONS

The Employer agrees there will be no aid, promotion or financing of any labor group or organization which purports to engage in collective bargaining on the part of the Employer or those designated as his representatives or subordinate staff for the purpose of undermining the Union during the term of this Agreement, and that the payroll deductions of dues for any such other organization shall not be permitted.

ARTICLE III HOURS OF WORK

SECTION 1. REGULAR HOURS

The regular hours of work each day shall be consecutive, except for interruptions for lunch periods.

SECTION 2. WORK WEEK

The scope of the regular work week shall be from 12:01 a.m. Monday to midnight the following Sunday. The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, except that under abnormal circumstances, employees may be required to work a schedule other than Monday through Friday, provided such work week consists of five (5) consecutive days with two (2) consecutive days off.

SECTION 3. WORK SHIFT

(a) Eight (8) consecutive hours of work, excluding lunch periods (except where such

lunch periods are included as part of the work shift) shall constitute a work shift, except for employees in the Refuse Department of the Department of Public Works. All other employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time.

(b) Employees of the Refuse Department shall continue to perform their work, while engaged in this assignment, under the Incentive System, which permits their shift to end upon completion of their assigned route, except as follows: Refuse will be collected within four (4) workdays within the work week. On the fifth (5th) day Refuse Workers will be assigned other duties within the Department of Public works and shall conform to the provisions of Section 3(a), above. Refuse Workers, so assigned, shall be eligible for overtime rotation, in addition to refuse, on all days that they are not working under the Incentive System.

SECTION 4. WORK DAY

Eight (8) consecutive hours of work within the twenty-four (24) hour period shall constitute the regular work day.

SECTION 5. WORK SCHEDULES

(a) Work schedules showing the employees' shifts, workdays and hours shall be posted on all department bulletin boards at all times.

(b) Except for emergency conditions, work schedules shall not be changed.

SECTION 6. WORK RECORDS

A daily record of time worked shall be made available to an employee upon his request.

SECTION 7. REST PERIODS

(a) All employees' work schedules shall provide for a fifteen (15) minute rest period each one-half (1/2) shift.

(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, provided such time is feasible. In addition, they shall be granted the regular rest period that occurs during the shift.

SECTION 8. CLEANUP TIME

Employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

SECTION 9. LUNCH PERIODS

All employees covered by this Agreement shall have a lunch period of one-half hour.

**ARTICLE IV
HOLIDAYS**

SECTION 1. HOLIDAYS

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

New Year's Day	Labor Day
President's Day	Election Day
Memorial Day	Veteran's Day
Independence Day	Thanksgiving Day
Christmas Day	Good Friday
Employee Birthday	

(a) All Employees covered by this Agreement shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

(b) Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as a holiday.

(c) Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

(d) Whenever any of the above holidays shall fall during an employee's vacation period, then the employee shall, in addition to his pay for such day, receive a lieu day to be taken at the employee's option.

(e) Whenever any of the above holidays shall fall on an employee's regular shift day off, he shall be paid for that day as if he had worked that day.

(f) In alternating years when elections take place in the Village during March and again in November, both days will be recognized as holidays.

SECTION 2. ELIGIBILITY REQUIREMENTS

All employees covered by this Agreement 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, or sick leave, and the employee worked his last scheduled work day prior to the holiday and the day after the holiday unless he is excused by the Employer or he is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon a reasonable purpose in each case. An employee shall be required by the Employer to provide a Doctor's certificate after sick leave taken immediately preceding or following holidays.

SECTION 3. HOLIDAY PAY

(a) All employees who perform no work on a holiday shall be paid their current rate of pay for that day based on their regular work day.

(b) All employees whose regular work day differs from the standard eight (8) hour day shall be paid their daily rate of pay based on the standard eight (8) hour day.

SECTION 4. HOLIDAY WORK

If an employee covered by this Agreement works on any of the holidays listed in Section 1 of Article IV he shall be paid his regular pay for that day. For all hours worked that day he shall be compensated his regular hourly rate which shall become a premium rate should he exceed forty (40) hours in that week.

SECTION 5. HOLIDAY HOURS FOR OVERTIME PURPOSES

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

SECTION 6. HALF-DAY HOLIDAYS AND RELIGIOUS OBSERVANCES

(a) The day before Christmas and the day before New Year's Day shall be considered as half-day (1/2) holidays. Employees shall only be required to work four (4) hours on these days but shall be paid for eight (8) hours. If any work is required in addition to the four (4) hours, then such work performed shall be paid for at the employees straight time rate of pay up to eight (8) hours.

(b) Employees required to work Easter Sunday shall be permitted to attend such services without loss of time or pay for a period not to exceed one (1) hour.

ARTICLE V VACATIONS

SECTION 1. CHOICE OF VACATION PERIOD

(a) Vacations 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 periods.

(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. Vacation time cannot be accumulated from year to year.

SECTION 2. WORK DURING VACATION PERIOD

Except in cases of emergency, no employee shall be required to work during his regularly

scheduled vacation period.

SECTION 3. VACATION CREDITS UPON LAY-OFF, SEPARATION OR DEATH

- (a) Any employee except a probationary 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 his separation.
- (b) In the case of a death of such an employee, such payment will be made to his estate.

SECTION 4. VACATION SCHEDULE

All employees covered by this Agreement shall be entitled to each year the following consecutive vacation periods upon completion of the probationary period:

- After one (1) year thru seven years.....ten (10) days
- After seven (7) years thru fifteen (15).....fifteen (15) days
- After fifteen (15) years.....twenty (20) days
- After twenty-five years & thereafter.....twenty-five (25) days

The employee may use five (5) vacation days of the first year's entitlement upon completion of six (6) months of service.

SECTION 5. VACATION PAY IN ADVANCE

Vacation pay will be paid to the employee in advance of vacation if requested in writing to the Village's designee at least two (2) weeks prior to his scheduled vacation. This provision will not apply to vacation of less than five (5) work days.

**ARTICLE VI
SICK LEAVE**

SECTION 1. ALLOWANCE

- (a) Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay, which has been accumulated.
- (b) Employees shall be eligible for sick leave upon completion of their probationary period.
- (c) Employees shall be allowed one (1) day of sick leave for each month of service or twelve (12) days per year. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten (10) or more days of work.
- (d) An employee shall be required by the Employer to produce a Doctor's certificate after three (3) consecutive days of sickness or disability.

(e) Employees who accumulate eight (8) or more of the allowable (12) days annual sick leave, shall be paid one (1) full day's pay eight (8) hours at the current hourly rate; as a bonus the employee may elect to take the earned sick leave bonus in the following manner:

- One (1) extra day's pay to be added to his regular weeks wages
- or
- One (1) day to be added to his vacation or
- The employee may take one (1) day off with pay.

(f) An employee shall be required by the Employer to produce a Doctor's certificate after sick leave taken immediately preceding or following vacation days or holidays.

(g) An employee may be required by the Employer to produce a Doctor's certificate when sick leave is taken on days where paid leave had been previously requested and denied.

SECTION 2. ACCUMULATION

(a) Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Employer, to a maximum of one hundred thirty (130) days.

(b) When an employee because of sickness or non-service disability is required to remain away from his employment beyond sick leave allowance, he may petition the Board of Trustees that additional sick leave with pay be granted. However, in no case shall sick leave with pay be granted to any such person in excess of ninety (90) days in any one calendar year.

(c) Allowable and allowed sick leave time shall be considered for all purposes as continuing service but, in the event of resignation or discharge of an employee his accumulated and unused sick leave time shall be canceled and not paid for.

SECTION 3. ABSENCE DUE TO INJURY

Employees who are unable to perform the duties of their employment because of injuries received in the service of the Employer, and who receive Worker's Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from any sick leave credits accrued to the nearest half hours.

ARTICLE VII LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY REQUIREMENTS

Employees covered by this Agreement shall be eligible for leaves of absence for reasonable purposes after one (1) year with the Employer. All such leaves, whether paid or unpaid, shall be handled in accordance with the following procedures.

(a) Any request for a leave of absence shall be submitted in writing by the employee to

his Department Head. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

(b) Any authorization for a leave of absence shall be furnished to the employee by his Department Head, and it shall be in writing.

(c) Any request for a leave of absence shall be answered promptly.

(d) A request for a short leave of absence not exceeding one (1) month shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days. No leave of absence, except for military service, shall exceed one (1) year in length.

(e) Employees shall be returned to the position they held at the time the leave of absence was granted, and shall accrue seniority while on any leave of absence granted under the provisions of this Agreement.

ARTICLE VIII PAID LEAVES

SECTION 1. BEREAVEMENT LEAVE

In the event of death in the family of an employee or his spouse, parents, children, sister, brother, grandparents, father-in-law, mother-in-law, the employee shall be granted up to four (4) days leave of absence with no loss of pay to make household adjustments, arrange for funeral services or to attend funeral services...and one (1) day for brother-in-law, sister-in-law, aunt and uncle.

SECTION 2. JURY DUTY

All employees covered by this Agreement shall be granted a leave of absence any time they are required to report for jury duty. Such leave shall be given without loss of time or pay.

SECTION 3. CIVIC DUTY

Employees subpoenaed to appear before a court or other public body on any matter related to their work or village business shall be granted a leave of absence without loss of time or pay.

SECTION 4. MILITARY SERVICE LEAVE

Any employee who is a member of a reserve force 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, for a period not exceeding a total of thirty days or twenty-two working days, whichever is greater, in any one calendar year.

**ARTICLE IX
UNPAID LEAVE**

SECTION 1. UNION BUSINESS

(a) Up to three (3) members of the Union elected to attend a function of the International Union or other subordinate body, such as conventions or educational conferences, shall be allowed time off without pay, not to exceed an aggregate of fifteen (15) days in any one (1) year, provided that at least two (2) weeks notification in advance in writing is made prior to such time to be taken off.

(b) Employees elected to any Union office or selected by the Union to do work which takes them from their employment shall, at the written request of the Union, be granted a leave of absence not to exceed one (1) year, provided such absence does not present undue hardship to the Employer.

SECTION 2. EDUCATION

(a) After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes, providing the work force is not unduly restricted and at the discretion of the Employer. The period of the leave of absence shall not exceed one (1) year, but it may be extended or renewed at the request of the employee.

**ARTICLE X
RETIREMENT PLAN**

Effective June 1, 1981 the Employer shall provide coverage under 75-C of the N.Y.S. Employees' Retirement System.

**ARTICLE XI
HOSPITALIZATION AND MEDICAL PLAN**

(a) The Employer agrees to provide and pay the premium rate charged by the Health Insurance carrier for the individual employee and his/her dependents at a contribution rate by the employee of twelve (\$12.00) dollars per month effective October 1, 1994, at a contribution rate by the employee of fifteen (\$15.00) dollars per month effective June 1, 1995 and at a contribution rate by the employee of eighteen (\$18.00) dollars per month effective June 1, 1996.

The Village shall endeavor to not later than June 1, 1995 deduct such contribution from the employee's pay before taxes are imposed.

(b) The Employer agrees to pay 100% of the premium rate charged by the Dental Insurance carrier (POMCO or its equivalent) for the individual employee and his dependents beginning June 1, 1987.

(c) The hospitalization, medical and dental provisions (Effective June 1, 1987) of this Agreement shall be available for all employees covered by this Agreement who have completed one

hundred and twenty (120) days of employment with the Employer.

(d) All employees covered under POMCO shall contribute the 20% portion of the 80%-20% Prescription Plan.

All employees covered under United Health Care shall contribute a co-pay of \$10.00 per prescription.

ARTICLE XII WAGES

SECTION 1. WAGE SCHEDULE

All employees covered by this Agreement shall be compensated in accordance with the hourly wage rates established in negotiations, effective January 1, 1999 as shown in Appendix "A" and "B".

SECTION 2. LONGEVITY SERVICE PAY

All employees covered by this Agreement who have completed five (5) years of continuous service shall receive one hundred forty (\$140) dollars a year in addition to their regular pay, and an additional one hundred forty (\$140) dollars a year upon completion of each additional five (5) years of service thereafter, payable on the first (1st) pay day in December of the year such payment becomes due.

SECTION 3. RATES FOR NEW JOBS

Whenever a new position not listed as a job title in this Agreement is established, the Employer may designate the job classification and the pay rate for such position. In the event the Union does not agree that the classification and pay rate are proper, the matter shall be subject to the grievance procedure.

SECTION 4. PAY PERIOD

The wages of all employees covered by this Agreement shall be paid on the same day each week. In the event this day is a holiday, the preceding day shall be the pay day.

SECTION 5. SHIFT DIFFERENTIALS

In addition to the established wage rates, an hourly premium of thirty cents (30¢) per hour shall be paid for all hours worked between 4:00 pm. and 7:00 a.m.

ARTICLE XIII REPORTING TIME

SECTION 1. SHOW-UP TIME

Any employee who is scheduled to report for work and who presents himself for work shall

be assigned work.

SECTION 2. CALL TIME

(a) Any employee called back for emergency duty, in addition to his regular working hours, shall receive two (2) hours straight time pay, plus time actually worked; except that employees so called out on holidays shall receive three (3) such hours of straight time pay. This shall not apply to an employee called out for emergencies while under an established standby arrangement.

(b) Any employee required to work four (4) hours of overtime following his regular full day shall be granted a meal ticket and half (1/2) hour off with pay for the purpose of eating. A similar meal ticket and one-half (1/2) hour off with pay shall be granted for each such subsequent four (4) hour period of overtime to be followed by additional overtime. A meal ticket shall be \$5.00. Effective June 1, 1995 a meal ticket shall be \$6.00. Meal ticket claims submitted by the 15th of the month shall be paid by the last day of the month. Meal ticket claims submitted by the last day of the month shall be paid by the 15th of the following month.

SECTION 3. STANDBY TIME

Any employee who is required to be available for call on standby upon the Employer's request, shall be compensated at the rate of two (2) hours per day Monday thru Friday, and two and one-half (2-1/2) hours per day on Saturday and Sunday, and three (3) hours per day on Holidays. If worked, standby time plus actual time worked shall be paid.

SECTION 4. OVERTIME DISTRIBUTION

(a) Overtime work during the calendar year shall be distributed as equally as possible among all employees working within the same job classification. The distribution of overtime shall be equalized over each three (3) month period.

(b) On each occasion when overtime work is necessitated, the opportunity to work such overtime shall be offered to those within the job classification who have the least number of overtime hours to their credit at that time. If an employee does not accept an overtime work assignment he shall be credited with the number of hours that would have been worked for purposes of overtime equalization.

(c) A record of the overtime hours worked by each employee shall be posted on the appropriate departmental bulletin boards every three (3) months.

SECTION 5. WORK AT EMPLOYEE'S OPTION

Overtime work shall be voluntary, except in cases of emergency. There shall be no discrimination against any employee who declines to work (non-emergency) overtime.

SECTION 6. PREMIUM RATES OF PAY

Time and one-half (1-1/2) the employee's regular rate of pay shall be paid for all work performed in excess of forty (40) hours in any one work week, except that two (2) times the

employee's regular rate of pay shall be paid for all such work performed on New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Standby and call-in time shall not be used for computing the foregoing.

ARTICLE XIV SENIORITY

SECTION 1. DEFINITION

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

SECTION 2. PROBATIONARY EMPLOYEES

(a) All new employees hired as permanent employees shall be considered as probationary employees for the first one hundred twenty (120) days of their employment. The calendar days probationary period shall be accumulated within not more than twelve (12) months. When an employee completes his probationary period he shall be entered on the seniority list. There shall be no seniority among probationary employees. Upon completion of the probationary period, an employee shall receive all benefits afforded to all regular permanent employees.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment as set forth under Article I of this Agreement, except for discharge and discipline for other than Union activity.

SECTION 3. SENIORITY LISTS

Three (3) months from the effective date of this Agreement, and each three (3) month period thereafter, the Employer shall post on all departmental bulletin boards a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union Secretary when it is posted.

SECTION 4. BREAKS IN SERVICE

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement, except that if an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record, with the exception of discharge with just cause.

ARTICLE XV WORK FORCE CHANGES

SECTION 1. PROMOTIONS, GENERAL

(a) The term promotion as used in this section means the permanent advancement of an employee to a higher position or the permanent assignment of an employee to a higher paying position, except that none of the provisions of this section shall apply to the Line Section of the

Electric Department.

(b) Whenever a job opening occurs, other than a temporary opening defined below, in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such openings 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 job opportunity may do so by making such application in writing and submitting it to their Department Head.

(d) The Employer shall fill such job openings or vacancies from among those applicants, employees 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.

(e) The position will be awarded within 30 days or the Village will seek concurrence of the Union for a modified extension.

(f) All new employees hired as "B" Laborers shall automatically be moved up to "A" Laborers after completion of one (1) full year of service. Employee's probation time shall count towards the one (1) full year of service.

SECTION 2. TEMPORARY JOB OPENINGS AND VACANCIES

(a) Temporary job openings or vacancies are defined as jobs that periodically develop, or vacancies that periodically develop in any classification because of sickness, vacation or leaves of absence, except that none of the provisions of this section shall apply to the Line Worker Trainee section of the Electric Department.

(b) Whenever such temporary openings or vacancies occur, the Employer may fill these positions by assignment or reassignment, and such assignments or reassignments shall be made on the basis of seniority and qualification.

(c) No employee shall be assigned to a temporary job opening more than twice in any calendar year, unless there is a lack of qualified employees to draw from or where an employee specifically requests such assignment. The intent of this provision is to prevent the repeated assignment of employees to job vacancies which have been designated as temporary, when such openings could be filled in another manner.

(d) Any employee assigned to a temporary job opening or filling a vacancy in a higher classification, shall be paid the wage rate established for that job, or if a lower classification, his own wage rate, whichever is higher. In the Electric Department, only a Line Worker #2 will be allowed to fill a temporary job opening as a Line Leader. If no Line Worker #2 is available, then the Electric Department Superintendent will act as the Line Leader during the temporary opening.

SECTION 3. DEMOTIONS

(a) The term demotion means the re-assignment 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) In any case of demotion caused by layoff, the employee may elect which alternative he will take, demotion or layoff.

(c) An employee who is relegated back to his previous job from a higher paying position to which he was provisionally appointed because of his inability to receive a passing grade in a Civil Service Examination required for a permanent appointment to a higher paying position, or who voluntarily relinquishes such job within thirty (30) days of this appointment shall not be considered as demoted.

SECTION 4. LINE SECTION - ELECTRIC DEPARTMENT

See Letter of Agreement - page 31

SECTION 5. LAY-OFF

(a) The word "lay-off" means a reduction in work force.

(b) If it becomes necessary for a lay-off, probationary employees shall be laid off first. Seniority employees shall be laid off in the inverse order of their seniority. The Employer shall forward a list of those employees being laid off to the Local Union Secretary on the same date that the notices are issued to the employees.

(c) Employees to be laid off shall be given at least fourteen (14) calendar days notice of lay-off.

(d) When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority rights to bump (replace an employee with less seniority). Such employee may, if he so desires, bump any employee in the same, equal or lower job classification, providing the bumping employee has greater seniority than the employee whom he bumps, the employee shall be given thirty (30) days to perform the duties.

SECTION 6. RECALL

(a) When the work force is increased after a lay-off, employees will be recalled according to the order of seniority as defined elsewhere in this Agreement. Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report for work by the tenth (10th) day from the date of mailing of the notice of recall, he shall be considered a "quit". Recall rights for an employee who has not been recalled after lay-off shall expire one (1) year from the date of the lay-off.

(b) No new employees shall be hired until all employees on lay-off status desiring to return to work and who are qualified to perform the work required have been recalled.

SECTION 7. CONSOLIDATION OR ELIMINATION OF JOBS

(a) Any employee displaced by the elimination of jobs through consolidation, the

installation of new equipment or machinery, the curtailment or replacement of the existing facilities, or for any other reason, shall be permitted to exercise his seniority rights to bump (i.e. replace an employee with less seniority) in the same, equal or lower classification, provided that the bumping employee has greater seniority than the employee whom he bumps, the employee shall be given thirty (30) days to perform the duties.

(b) The Village agrees to discuss with the Union the sub-contracting of bargaining unit work prior to letting out a contract. Emergency situations do not fall under above provision.

SECTION 8. TRANSFERS

(a) Any employee desiring to transfer to another department or work shift, shall submit an application in writing to his Department Head stating the reason for such request.

(b) Any employee requesting such transfer may be transferred on the basis of seniority, provided a vacancy exists.

SECTION 9. JOB VESTMENT

An employee who voluntarily relinquishes a higher paying position or classification to which he was appointed through provisions of this Agreement within thirty (30) days of such appointment, or who, by his inability to receive a passing grade in a Civil Service Examination required to gain permanent appointment to a higher paying position or classification to which he was provisionally appointed, shall be relegated back to his previous position or classification.

ARTICLE XVI DISCIPLINE AND DISCHARGE

SECTION 1. DISCIPLINE

(a) Disciplinary action or measures shall include only the following:

ORAL REPRIMAND
WRITTEN REPRIMAND
JOB RE-ASSIGNMENT
SUSPENSION (notice to be given in writing)
DISCHARGE

(b) Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as a Village employee. Any disciplinary action or measures imposed upon an employee may be processed by the Union as a grievance through the regular grievance procedure. Any hearing provided for under the Civil Service Law shall be accomplished in accordance with the Law. Except that a hearing officer shall be mutually selected from a list submitted by PERB.

(c) When any action or measure is imposed upon or is pending against an employee, then the Employer shall notify the employee, the Union President, 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 indicate that one (1)

copy has been sent to the appropriate Union Steward, and one (1) copy to the Union President. Notification to the Union shall be done within twenty-four (24) hours of notice given to the employee.

(d) When the Village has any reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass an employee before other employees or the public.

(e) Whenever an employee's presence is required at a meeting with the Employer at which it can be reasonably assumed that discipline shall result, that employee shall be offered Union representation.

(f) Records of discipline involving reprimands, job re-assignment and suspension, shall not be used in future disciplinary actions where an employee has maintained a clean record for three (3) years from the time of any such discipline until a future discipline situation arises.

(g) At a mutually agreeable work time and upon twenty-four (24) hours advance notice in writing to the department head, a bargaining unit employee shall have access to his personnel file.

SECTION 2. DISCHARGE

(a) The Employer may not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the Employer will notify the Union within two (2) days after suspension that the employee has been suspended and is subject to discharge.

(b) The Union shall have the right to take up the suspension and/or discharge as a grievance at the second (2nd) step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party, except in any case where an employee is subject to Section 75 of the Civil Service Law, any hearing provided for shall be accomplished in accordance with the Law, except that a hearing officer shall be selected from a list submitted by PERB.

(c) Any employee found to be unjustly suspended or discharged, shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

ARTICLE XVII SETTLEMENT OF DISPUTES

SECTION 1. GRIEVANCE AND ARBITRATION PROCEDURE

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

STEP 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's department head within ten (10) days of his knowledge of its occurrence. The Department Head or his deputy shall then attempt to adjust the matter and shall respond in writing within five (5) working days.

STEP 2. If the grievance or dispute still remains unadjusted, it shall be presented by the Grievance Committee, in writing, to the Mayor or his designee within twelve (12) work days after the response of the department head is due. The Mayor or his designee shall respond in writing to the Chairman of the Grievance Committee (with a copy of the response to the Local Union President) within seven (7) working days.

STEP 3. If the grievance or dispute is still not settled either party may, within thirty (30) days after the reply of the Mayor or his designee is due, by written notice to the other, request arbitration.

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested by either party or both to provide an arbitrator, in accordance with its rules and procedures.

(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) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own witnesses and representatives.

(d) No arbitrator shall have any power to amend, modify or delete any provisions of this Agreement.

ARTICLE XVIII UNION COMMITTEES

SECTION 1. 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 the names of other Union 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) The Union shall be permitted to appoint one (1) Chief Steward and in addition one (1) steward and one (1) alternate for each Department.

(c) The appropriate Union Stewards may investigate and process grievances during working hours without loss of time or pay.

SECTION 2. 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 problems.

SECTION 3. LABOR-MANAGEMENT COMMITTEE

Conferences between representatives of the Employer and at least two (2) 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, will be arranged between the parties upon request of either party. 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 4. NEGOTIATION COMMITTEE

Employees selected by the Union to act in its behalf during the period of negotiation of labor contract shall suffer no loss of time or pay for such time spent during their regular work hours.

ARTICLE XIX STRIKES AND LOCKOUTS

SECTION 1. LOCKOUTS

No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

SECTION 2. STRIKES

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE XX 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 both male and female employees.

(c) 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 an employee's activity in an official capacity on behalf of the Union as set forth in Section 2 below.

(d) The Union recognizes its responsibility as the sole and exclusive representative of this bargaining unit and agrees to represent all employees in the bargaining unit.

SECTION 2. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The Employer agrees that during working hours and on the Employer's premises, and without loss of time or pay, Union Stewards and Officers shall be allowed to perform the following, provided there is not undue interruption of work:

- Post Union Notices
- Distribute Union Literature
- Solicit Union Membership during other employee's non-working time
- Transmit communications authorized by the Local Union or its officers to the Employer or his representatives.
- Consult with the Employer, his representative, Local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.

SECTION 3. WORK RULES

(a) The Employer agrees to consult with the Union whenever making changes in existing work rules or establishing new work rules.

(b) When existing rules are changed or new rules are established, they shall be posted prominently on all Union bulletin boards.

(c) The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules. New employees shall be provided with a copy of the rules at the time of hire.

(d) 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.

(e) Any complaint as to the reasonableness of any new or existing rule, or any complaint involving discrimination in the application of new or existing work rules shall be resolved through the Grievance Procedure.

SECTION 4. WORK CLOTHES, PROTECTIVE CLOTHING AND OTHER ALLOWANCE

(a) Rainwear, protective clothing, gloves and protective devices shall be provided by the Employer for employees requiring such outfitting. In addition, Refuse Workers shall be provided two (2) pair of light-weight coveralls the provision and cleaning of which shall be at no cost to the employees.

(b) Effective June 1, 1987 the Employer shall also provide prescription safety glasses for those employees that require corrective lenses. Glasses will be replaced on an as needed basis no more than once per year. Glasses that have been damaged or destroyed on the job shall be repaired or replaced by the Employer other than annually with written authorization from the employee's department head. The employee shall be required to contribute \$15.00 per pair provided.

(c) The Employer shall also provide steel toed safety shoes (75 lb. test) under the same conditions as the prescription safety glasses for all employees in the bargaining unit, except as follows: The Employer shall pay up to seventy-five (\$75.00) dollars with the employee paying the difference between that amount and the total price. Shoes satisfying 75lb. test may be purchased at location of choice. Employees shall be reimbursed upon proof of purchase.

(d) Employees shall be required to care for and keep in proper condition such protective articles and be responsible for their safekeeping.

SECTION 5. INCLEMENT WEATHER

A Line Leader, Assistant Line Leader, Lineman and Groundsman in the Light Department shall not be required to work out of doors during inclement weather except in cases of emergency. The Superintendent in charge of the department shall be authorized to use his discretion in determining whether or not weather is inclement.

SECTION 6. TEMPORARY EMPLOYEES

Temporary employees shall no longer be considered as temporary when such employee's service exceeds a period of one hundred eighty (180) calendar days of continuous service in any one calendar year.

SECTION 7. PERSONNEL PRACTICES

The Employer shall provide copies of this Agreement to all employees in the bargaining unit.

SECTION 8. SAFETY ENFORCEMENT

No employee shall be required to perform work that endangers his or another employee's health or physical safety or under conditions which are in violation of the health and safety rules, of any local, state or federal health or safety laws.

SECTION 9. PERSONAL DAMAGES

The Employer shall replace or repair any damage incurred to eye glasses, which was brought about as a result of an accident or attack while he was carrying out the duties of his job, as attested by the immediate Supervisor.

SECTION 10. LIFE INSURANCE

All employees shall be covered with \$10,000. worth of life insurance at no cost to the employees.

SECTION 11. TOOL ALLOWANCE

All mechanics will be allowed an allowance for tools up to \$200.00 per year. The allowance will be used on an as needed basis.

SECTION 12. DISABILITY INSURANCE

All employees will be covered by New York State DBL. All employees shall contribute \$.60 per week toward the cost of this item. The remainder shall be paid by the Employer.

SECTION 13. COMMERCIAL DRIVERS LICENSE

The cost of the renewal of the Commercial Drivers License (CDL) for an employee required to possess a CDL shall be reimbursed by the Village, said reimbursement not to exceed \$100.00 per renewal. The employee shall be reimbursed after providing verification of the cost.

ARTICLE XXI DISABLED EMPLOYEES

The Employer shall make every effort to place employees, who, through physical sensitivity or otherwise, become partially disabled on their present job on work which they are able to perform.

ARTICLE XXII SAVINGS CLAUSE

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

ARTICLE XXIII MANAGEMENT RIGHTS

Subject to the specific terms and conditions of this Agreement and to law, it is agreed that the Village retains the exclusive right including, but not limited to, the right to direct employees; to maintain, improve the efficiency of and manage operations entrusted to the Employer; and to determine the methods, means and personnel by which said operations are to be conducted.

ARTICLE XXIV 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 XXV
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 law, 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 XXVI
TERMINATION AND MODIFICATION**

This Agreement shall be effective as of the 1st day of January, 1999 and shall remain in full force and effect until the 31st day of December, 2001. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notification is given, negotiations shall begin not later than one hundred and fifty (150) days prior to the termination date; this Agreement shall remain fully in force and effect during the period of negotiations and until notice of termination of this Agreement is provided 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.

IN WITNESS WHEREOF, the parties have set their hands and seals

FOR THE VILLAGE OF SOLVAY:

Anthony F. Modugno
MAYOR

117199
Date

FOR NEW YORK COUNCIL 66 AND LOCAL 815, OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Charles N. Harris Jr.
PRESIDENT LOCAL 815

117199
Date

James H. S. [Signature]
NEW YORK COUNCIL 66 REPRESENTATIVE

117199
Date

APPENDIX "A"

HIGHWAY DEPARTMENT

	Effective 1/1/99	Effective 1/1/00	Effective 1/1/01
Temporary Laborer	\$ 10.20	10.51	10.83
Laborer B	12.11	12.47	12.84
Laborer A	12.79	13.17	13.57
Truck Driver	13.34	13.74	14.15
Building Maintenance Man	14.31	14.74	15.18
Utility Leader	14.31	14.74	15.18
Crew Leader	14.31	14.74	15.18
Chief Crew Leader	15.29	15.75	16.22
Special Equipment Operator	14.31	14.74	15.18
D.P.W. Clerk B	11.23	11.57	11.92
D.P.W. Clerk A	12.07	12.43	12.80
Auto Mechanic	15.70	16.17	16.66
Mechanic Leader	17.17	17.69	18.22
Janitor	9.44	9.72	10.01
Laborer-Probationary	10.74	11.06	11.39

APPENDIX "B"
ELECTRIC DEPARTMENT

	Effective 1/1/99	Effective 1/1/00	Effective 1/1/01
Meter Reader	\$13.81	14.22	14.65
Lineman Trainee 1	14.89	15.34	15.80
Lineman Trainee 2	16.36	16.85	17.36
Lineman Trainee 3	17.85	18.39	18.94
Line Worker I	20.83	21.41	22.09
Line Worker II	21.59	22.24	22.91
Line Leader	23.06	23.75	24.46
Electric Clerk	14.29	14.72	15.16
Records Clerk	14.29	14.72	15.16
Account Clerk Junior	14.76	15.20	15.66
Senior Clerk	16.16	16.64	17.14
Account Clerk	16.31	16.80	17.30
Electrician	15.36	15.82	16.29
Meter Repair Worker	16.71	17.21	17.73
Meter Repair Worker, Assistant	15.03	15.48	15.94

LETTER OF AGREEMENT

It is understood by the Village and the Union that during the term of this agreement a Labor-Management Committee will be formed as per Article XVIII Section 3 for the purpose of drafting job descriptions for each title covered by this agreement.

s/ Peter Venuti
President Local 815

s/ William L. Campagnoni
Mayor

s/ Peter C. Costello
Council 66 Representative

ADDENDUM
to the
AGREEMENT
between
THE VILLAGE OF SOLVAY
and
AFSCME LOCAL 815, COUNCIL 66

WHEREAS, the Collective Bargaining Agreement dated June 1, 1992 through May 31, 1994 between the Village of Solvay and AFSCME Local 815, Council 66 contains a Letter of Agreement establishing a residency requirement;

WHEREAS, on July 27, 1993 the Village Board of the Village of Solvay modified the residency requirement for all Village of Solvay Employees by the passage of a resolution stating that "in regard to filling any vacancies existing in any Village Department or any position from Civil Service lists, the Board of Trustees of the Village of Solvay from this date, prefer to accept only the names of those persons who have resided in the Village of Solvay for a period of at least one year and are currently residing in the Village of Solvay,...",

WHEREAS, the parties seek to provide the identical residency requirement for members of AFSCME Local 815, Council 66 as for all other Village of Solvay employees.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED THAT, any other residency requirement for AFSCME Local 815 members is hereby superseded and from the execution of this letter of Agreement the residency requirement shall be that in regard to filling any vacancies in the unionized ranks of the Village Highway and Electric Departments or the filling of any of these unionized positions from Civil Service lists, the Board of Trustees prefer to accept only the names of those persons who have resided in the Village of Solvay for a period of at least one year and are currently residing in the Village of Solvay.

s/ Mario DeSantis
For the Village of Solvay

10/27/93
Date

s/ John M. Zingaro
For AFSCME Local 815

10/28/93
Date

s/ Kerry M. Lightcap
Council 66 Representative

11/1/93
Date

September 19, 1988

AFSCME Council 66
Local 815
307 Charles Avenue
Solvay, New York 13209

Gentlemen:

The Village of Solvay Board of Trustees agrees to continue to provide newborn well-baby care, according to the current provision of the POMCO Trust.

1. Up to a maximum of \$75.00 - well-baby In Hospital examination, and
2. To continue the former verbal agreement to provide routine nursery care for well-baby, excluding elective procedures, such as circumcision.

s/William L. Campagnoni
William L. Campagnoni
Mayor
Village of Solvay

s/Terry Nicolini
Terry Nicolini
President
Local Union 815

LETTER OF AGREEMENT

It is understood by the Village of Solvay and the Union, that Village employees shall be granted release time and the use of Village vehicles for the purpose of taking Commercial Drivers License tests.

Dated this 18th day of March, 1990.

AGREED:

s/William Campagnoni
For the Village of Solvay

s/John Zingaro
For AFSCME Local 815

s/Dexter Blake
For AFSCME Council 66

LETTER OF AGREEMENT

The Village and the Union, after a series of meetings, have mutually agreed to instituting an employee evaluation system for the Line Section of the Electric Department.

The attached guidelines, consisting of job requirements, wage differentials, and general philosophy are therefore accepted as the current agreement governing this group effective August 14, 1991.

Changes to the contract, accommodating the above, are listed in Article XV, Section 2 and Section 4.

This letter supersedes the Letter of Agreement signed by the Village and Union dated April 13, 1989.

The employee evaluation system will be implemented for a trial period of one (1) year, at which time the evaluation system will be reviewed by the Village and the Union.

s/William L. Campagnoni
Mayor

3/18/92

s/John M. Zingaro
Union President

3/18/92

ELECTRIC DEPARTMENT LINE-CREW EVALUATION

The following is an over-view of the employee evaluation procedure for the Line section of the Electric Department:

The Line-crew is separated into six classes. These classes are: (These classes are outlined on the attached sheets).

Line Leader
Line Worker 2
Line Worker 1
Line Worker Trainee 3
Line Worker Trainee 2
Line Worker Trainee 1

Each employee is evaluated based on their overall ability and performance. Two evaluation forms are used with this system. Employees are evaluated by the Line Leader and Electric Superintendent. The Superintendent makes the final determination as to the employee's status in the evaluation system. Trainees will be evaluated every four months, Line Workers every twelve months. The Line Leader will be evaluated every twelve months by the Superintendent. Evaluations will be reviewed according to the above schedule, based on the date the employee was placed in their current job class.

The evaluation procedure is as follows:

1. At the time for an employee's evaluation, the Line Leader fills out a "Performance Appraisal Sheet" comprised of seven items. This form is filled out based on the Line Leader's records and observations during the evaluation period. Line Leader gives the "Performance Appraisal Sheet" to the Superintendent and they may discuss it together.
2. Superintendent uses his own "Performance Appraisal" form, which is different from the Line Leader's form, to evaluate each employee. The Superintendent's evaluation is based on a managerial perspective. Both the Line Leader's and Superintendent's "Performance Appraisals" are considered for the final evaluation result.
3. When the Superintendent has completed the evaluation form, he schedules an interview with the employee. At the interview, the results of the evaluation are reviewed with the employee. The interview will occur within ten working days of the employee's review date.

M A P

Willingness to make and implement timely, sound decisions. Demonstrates a capacity for original thinking in ideas or actions.

6. COMMUNICATION

M A P

Comments _____

Ability to inform and converse with co-workers clearly in verbal and written forms. Examples: Tail Board Meetings, Job Sites.

7. DEPENDABILITY

M A P

Comments _____

The extent this employee can be relied upon.

OVERALL PERFORMANCE APPRAISAL SUMMARY

Marginal _____ Acceptable _____ Proficient _____

COMMENTS/RECOMMENDATION:

DEPARTMENT HEAD
PERFORMANCE APPRAISAL

EMPLOYEE NAME _____ DATE _____

JOB CLASS _____

DATE ENTERED THIS JOB CLASS _____

PREPARED BY _____

APPRAISAL SUMMARY BY LINE LEADER

M Marginal

A Acceptable

P Proficient

DEPARTMENT HEAD COMMENTS _____

—

OVERALL ACTION/RECOMMENDATION _____

EMPLOYEE'S SIGNATURE _____ DATE _____

LINE LEADER

GENERAL STATEMENT OF DUTIES: Supervises and leads in the erection, installation and maintenance of overhead and underground electric power lines and pole; does related work as required to maintain our system.

DISTINGUISHING FEATURE OF THE CLASS: This work involves supervision of the arduous and hazardous operations of erecting transmissions and distribution lines, poles, power transformers, crossarms, guys and similar equipment. Line Leader works with crew and has responsibility for the efficient and safe execution of the duties assigned. Work is performed under general supervision. Supervision is exercised over Line Workers and Line Workers Trainees.

EXAMPLES OF WORK: (Illustrative Only)

Receives instructions and plans from Electric Department Superintendent, then assigns work to crew members.

Directs and leads in the installation and replacement of power poles, guys, crossarms, anchors and transformers.

Directs and leads in the installation of street light wires.

Supervises and participates in the installation of underground and overhead power lines and service lines.

Supervises and participates in the hookup of transformers.

Assures that safety precautions detailed in the APPA Safety Manual are strictly adhered to.

Answers emergency trouble calls.

Keeps daily time and material records.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Thorough knowledge of theory and principles of electricity and electric distribution systems as they relate to duties; thorough knowledge of standard safety measures and devices in handling high voltage electrical circuits; ability to supervise other; skill in the use of tools and equipment of the trade; ability to follow oral and written instructions; read maps, schematic drawings, etc.; ability to climb poles; good hand, motor and eye coordination; dependability; resourcefulness; physical strength and stamina.

ACCEPTABLE EXPERIENCE AND TRAINING: Five years of experience as a lineman on power distribution systems; or any equivalent combination of experience and training.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS: Eligibility for a Driver's license issued by the New York State Department of Motor Vehicles at the time of application. Possession of the license at the time of appointment.

LINEWORKER #1 & LINEWORKER #2

GENERAL STATEMENT OF DUTIES: Erects, installs, and maintains overhead and underground electric power lines and poles; does related work as required to maintain system.

DISTINGUISHING FEATURES OF THE CLASS: This work consists of erection, installation, and maintenance of overhead and underground electric power distribution lines. Work requires climbing of poles in all kinds of emergency weather conditions and rigid observance of safety precautions to prevent personal injuries. Work is performed under general supervision of a Line Leader or other supervisor and inspected while in progress and upon completion. Supervision may be exercised over helpers, laborers, or trainees.

EXAMPLES OF WORK: (Illustrative Only)

Dig holes, set and guys poles for power transmission wires.
Strings electrical power lines on poles and through underground conduits.
Installs crossarms and erects transformers on power poles.
Repairs damage done to electric transmission lines by storms.
Trims and prunes trees in the path of transmission cables.
Installs and maintains street lighting fixtures.
Runs service lines from transformers on poles to homes and buildings.
Installs cutouts, fuses, electric lights, arresters, and insulators and transformers.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of theory and principles of electricity and electrical distribution systems as they relate to duties; good knowledge of standard safety measures and devices in handling high voltage electrical circuits; ability to use tools and equipment of the trade; ability to follow oral and written instructions; reads maps, schematic drawings, etc.; ability to climb poles and towers; ability to splice wires and cables; steady nerves; physical strength and stamina to perform arduous manual labor and to withstand adverse weather conditions.

ACCEPTABLE EXPERIENCE AND TRAINING:

LINE WORKER 1 - Three (3) years of experience as a Line-worker Trainee on power distribution systems; or any equivalent combination of experience and training with approval and recommendation of Line Leader and Electric Department Superintendent.

LINE WORKER 2 - minimum of one (1) year experience as a Lineworker 1; able to supervise a crew on the job site; able to complete all jobs assigned in a proficient manner.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS: Eligibility for a Driver's license issued by the New York State Department of Motor Vehicles at the time of application. Possession of the license at the time of appointment.

LINE WORKER TRAINEE

GENERAL STATEMENT OF DUTIES: Assists a Lineman in the erection, installation and maintenance of overhead and underground electric power lines by performing a variety of ground operations; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine manual work of a repetitive nature performed while undergoing on-the-job training for the position of Lineman. Work is performed under immediate supervision and requires little independent judgement. Incumbents must be able to climb poles and trees and be able to work effectively at considerable heights. Lineman Trainees must be sufficiently familiar with the tools and terminology of the trade to be able to supply the lineman with tools and equipment in the shortest possible time.

The maximum term the trainees will be allowed to remain in this job classification will be three (3) years. The job classification shall be broken in three (3) levels of experience:

Line Worker Trainee 1 - this will be an entry level position.

Line Worker Trainee 2 - after a specified period of time at Line Worker Trainee 1 and with the recommendation of the Line Leader and Electric Department Superintendent that the employee has shown proficiency as a Line Worker Trainee 1, the employee will be promoted to Line Worker Trainee 2.

Line Worker Trainee 3 - after a specified period of time at Line Worker Trainee 2 and with the recommendation of the Line Leader and Electric Department Superintendent that the employee has shown proficiency as a Line Worker Trainee 2, the employee will be promoted to Line Worker Trainee 3.

EXAMPLES OF WORK: (Illustrative Only)

Dig holes for power pole.

Assists in setting and equipping poles.

Supplies Lineman with materials, tools, equipment and devices; do manual work as required.

Loads and unloads equipment trucks.

Operate automotive equipment and hydraulic equipment such as winch booms and tools, line truck, buckets and digger derricks.

Assists in splicing cables, running, poling and stringing of wire.

Makes repairs on traffic and caution lights.

Occasionally assists in the installation and removal of electric meters on consumer's premises.

Performs routine maintenance work when necessary.

Any other related or less skilled work assigned from time to time.

Maintain equipment (check oil, water, battery, etc.) to make sure vehicles are ready for use.

Assist linemen in maintaining electrical system (ground work).

Handle materials from stock room to truck and job site; work on ground with such materials and supply them to linemen working on poles and structures, etc.

Observe and maintain safe procedures and learn and acquire knowledge to be in a position to move up the grade.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Elementary understanding of the basic concepts of electric power distribution; familiarity with the terminology, tools and materials and safety precautions of the trade; familiarity with artificial respiration and first aid techniques; ability to follow simple oral and written directions; physical strength and stamina to perform arduous manual labor and to withstand adverse weather conditions.

ACCEPTABLE TRAINING AND EXPERIENCE: High School graduate or equivalent; one year of experience as an electrician's helper or meter reader; or any equivalent combination of training and experience; or other demonstrated abilities to perform the work.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS: Eligibility for a Driver's license issued by the New York State Department of Motor Vehicles at the time of application. Possession of the license at the time of appointment.