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456 (Highway/Water/Waste Unit)

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**AGREEMENT BETWEEN
VILLAGE OF SCARSDALE
AND
LOCAL 456 (INTERNATIONAL BROTHERHOOD OF TEAMSTERS)
(6/1/96-5/31/98)**

AGREEMENT

AGREEMENT made and entered into by and between the VILLAGE OF SCARSDALE, an incorporated Village (hereinafter variously referred to as the "Employer" or the "Village") and TEAMSTERS LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union, and they agree to cooperate to that end.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service in the community.

To this end the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - UNIT

This Agreement shall apply to all personnel permanently employed in Highway, Water and Waste Departments of the Village of Scarsdale in the following classifications:
Highway: Motor Equipment Operator 1B; Motor Equipment Operator I; Motor Equipment Operator II; Tree Trimmer; Auto Mechanic; Assistant Auto Mechanic; Auto Mechanic Helper; Maintenance Man (Auto); Road Maintainers; Laborers. Waste: Motor Equipment Operator; Sanitation Man; Laborer. Water: Maintenance Man Grade II; Laborer. Excluded: All other employees.

ARTICLE II - RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive representative of the employees within the bargaining unit for the purpose of collective negotiations relating to wages, hours and other conditions of employment, and relating to the processing of grievances which arise out of the interpretation of the terms of this Agreement, and to the exclusive checkoff of specified dues pursuant to the terms of the Agreement.

Section 2. Dues Deductions and Agency Fees

a) Dues Deductions

1. During the life of this Agreement and under the terms of properly-formulated and executed in writing authorization forms for the checkoff of dues certified in writing by the Union, the Employer agrees to deduct the said certified dues from the earnings of each employee within the bargaining unit who signs said authorization and will remit such deductions to the Union within ten (10) days after the last day of the month for which deductions were made, providing further that the Employer shall be held harmless and protected and indemnified by the Union and the employee signing such cards, jointly and severally, against all claims, demands, suits, attorneys' fees, loss, liability and expense arising out of, or in connection with, such dues deductions and the use made thereof by the Union. This indemnity provision is to be included on the authorization form.

This deduction will be made for each employee who, on the effective date of this Agreement, is a member of the Union, and for any other employees who become members of the Union, so long as they remain employed by the Village. If an employee discontinues his/her deduction, he/she shall be placed on the list for the agency fee deduction.

b) Agency Fee

1. The Employer does hereby agree to an agency fee. Each employee in the bargaining unit covered by this Agreement, who is not a member of the Union, will pay to the Union each month a service charge toward the administration of this Agreement and the representation of such employee, provided, however, that each employee has available to him/her membership in the Union on the same terms and conditions as are available to every other member of the Union.

2. The service charge shall be certified to the Employer by the Union.

3. The Employer shall deduct the agency fee in the same manner as membership dues are deducted.

4. The amount collected for the agency fee shall be used to represent the individual as a member of the bargaining unit and shall not be used toward expenditures by the organization for activities or causes of political or ideological nature except as incidentally related to terms and conditions of employment.

5. The Union shall establish appeal procedures for employees challenging the agency fee.

6. The Employer will remit the amount of the agency fee deducted from employees' salaries to the Union within ten (10) days of the last day of the month for which the deductions were made along with the dues deductions described in Section 2 (a) of this Article.

7. The Union shall protect, indemnify and save the Employer harmless against any claims, demands, suits, attorneys' fees, loss, liability and expense arising out of or in connection with the agency fee or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions in Section 2 of this Article.

Section 3. Bulletin Boards

The Employer agrees to provide reasonable space on a bulletin board for exclusive use of the Union to post notices at each work installation headquarters. Such facilities must not be used for posting material of derogatory, improper, or unlawful nature and shall be confined to legitimate Union business. A copy of all material posted on these bulletin boards must be forwarded to the Village Manager prior to posting.

Section 4. Access to Premises

The Employer agrees to permit an officially designated International Union representative, whose name shall be registered with the Village Manager, to enter the premises of the Employer for the purpose of administering the terms and conditions of this Agreement, provided that said representative observes all security regulations of the Employer and does not unduly interfere with the normal operations of the Employer.

Section 5. Term of Recognition

The parties agree that the Union shall be entitled to the exclusive representation status set forth in Section 1 of this Article for a term ending on the 31st day of May, 1998.

Section 6. Union Stewards

(a) It is mutually agreed that the principle of representation which reflects one steward and one alternate steward for each department is a proper basis for representation hereunder. The departments are Highway, Waste and Water. The alternate steward shall act in the absence of the steward.

(b) It is understood and agreed that the stewards may investigate and process grievances during working hours without loss of pay up to an aggregate maximum of eight (8) hours within a two week period. The said eight (8) hours representing the total time permitted to be devoted to such activity by all three (3) stewards apportioned among them as they may deem advisable. However, before any steward leaves his regular assigned duties, he must inform and receive permission from his designated supervisor. Such permission shall not be unreasonably withheld. It being further understood that the steward working on Waste service shall perform this function only before or at the completion of his regularly assigned route.

(c) The name of employees selected to serve as stewards and alternate stewards and the name of other employee Union representatives shall be certified in writing to the Employer by the local Union.

Section 7. Aid to Other Unions

The Employer agrees that it will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining on the part of the employees during the term of this Agreement.

ARTICLE III - MANAGEMENT RIGHTS

The Union recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency is solely a responsibility of the Employer. The Union further recognizes that these rights include but are not limited to the right of the Employer to direct its work force, to make all decisions as to the operation of the Village system and its work force, including but not limited to the increase and/or decrease in the work force, discipline and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement, and the failure to assert any of these rights shall not be deemed to be a waiver thereof. The Union agrees that it will cooperate with the Village to enable the Village to achieve maximum productivity with and among the employees.

ARTICLE IV - GUARANTEE OF RIGHTS

Section 1.

The parties agree that there shall be no discrimination in the application of this Agreement against any employee by reason of race, creed, color, national origin, age, sex, or political affiliation to the extent that law permits. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 2.

The Employer agrees that its enforcement of discipline will continue to be fair and for just cause.

ARTICLE V - TIME OFF FOR UNION REPRESENTATIVES

A maximum of two (2) employees elected by the Union as delegates to attend International Union or Council conventions, conferences or seminars, shall be permitted an aggregate of four (4) workdays per year to attend such Union affairs without loss of time or pay. Such days to be apportioned as the Union may determine.

ARTICLE VI - TEMPORARY AND/OR SEASONAL EMPLOYEES

Temporary employees may be hired for periods up to and including ninety (90) days unless extended by mutual agreement, except for fill-ins for leave of absence.

ARTICLE VII - CLASSIFICATION & WAGE RATES

Section 1.

The job classification is set forth in Schedule A annexed hereto. The salary increases for employees for the period covered by this Agreement is set forth in Schedule B annexed hereto.

Section 2.

Road Maintainers, Sanitation Men and Laborers, if and when assigned to work in Motor Equipment Operator or in higher classifications, will be paid for such work at the rate of pay for such higher classification. See Schedule A-1 for clarification.

Section 3.

When any position not listed on the attached schedule (Schedule A) is established, or the specification of any existing listed position is materially changed, the Employer, after consultation with the Union, may designate a job

classification or new specification and rate structure for the position. In the event the Union does not agree that the classification and wage rate are proper, then this contract will be reopened to negotiate such wage rate only.

Section 4.

a. Starting salary for Laborers will be \$15,000 per year. Laborers will reach maximum salary at the beginning of the fourth year of employment.

b. Hiring rate for all titles (except Laborer) will be 82-1/2% of the maximum rate for the position for a period of two years.

ARTICLE VIII - SPECIAL CONFERENCES

Conferences on important matters between the Village Manager or his designee and the Union President and not more than two (2) other employee representatives of the Union will be arranged upon request of either party at a time and date to be mutually agreed upon. Employees acting on behalf of the Union shall lose no time or pay should such conference fall within their regular work hours.

ARTICLE IX - LAYOFFS AND RECALL

Section 1.

Layoffs necessitated by the lack of work or reduction in work force or for any other reason shall be by seniority within classifications as enumerated in Schedule A annexed hereto.

Reduction in work force shall be effected as follows:

- (a) Temporary and probationary employees shall be first laid off.
- (b) The necessary number of least senior employees within the classification shall then be laid off.
- (c) Any least senior employee so removed shall be able to exercise seniority rights to bump into any equal or lower classification covered by this Agreement in which he is physically able to perform the work, provided the bumping employee has greater seniority than the employee whom he bumps.

Section 2.

Permanent employees to be laid off shall receive at least fourteen (14) calendar days notice of such layoff. The Employer shall furnish to the Local Union a list of those employees being laid off on the same date that notices of such layoff are furnished to the employees.

Section 3.

Laid-off employees shall be recalled in inverse order of layoff. The most senior employee shall be recalled to the first opening within the classification from which the employee was laid off or in any lower classification before any new employees are hired. Notice of recall shall be sent to the employee at his last known address by Registered Mail or by telephone. The right to be recalled as aforesaid shall expire one (1) year from the date of the layoff. If any employee fails to report for work within fourteen (14) days from the date of the mailing of the notice of recall, or of the receipt of the telephone call, he shall be deemed to have waived his rights to said recall and shall be considered a "quit."

In the event that the job from which the employee was originally laid off becomes available, such employee shall be restored to that position.

ARTICLE X - SENIORITY

Section 1.

Seniority shall be maintained by classification and shall commence with the date of the last appointment on a permanent basis. Seniority lists as of the date of this Agreement showing names, classifications, and effective dates of hiring are attached hereto as Schedule C. These lists shall be revised semiannually, if required, and copies thereof furnished to the Union.

Section 2.

Whenever an opportunity for promotion occurs, or a job opening occurs in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such promotional opportunity or opening shall be posted on all the bulletin boards referred to in Article II, Section 3, hereof, stating the job classification, rate of pay, and the nature of the prerequisite qualifications for the job. Such posting shall be for not less than four (4) workdays. Employees wishing to apply for the open position, including employees on layoff, must do so in writing within this four (4) day period. Such applications shall be submitted to the Village Manager or his designee.

Section 3.

The Employer shall fill such job openings or vacancies from among those employees who have applied within said four (4) daytime limit and who meet the prerequisite qualifications for the job. In the event that there is more

than one (1) employee qualified in all respects, then, and in that event, the position shall be filled by selecting the employee with the greatest seniority. Preference shall be given to incumbents in the department in which the position is to be filled.

Section 4.

Promotions or appointments made in accordance with the procedure set forth above shall be made for a trial period of ninety (90) days. If during the trial period it is found that such employee does not meet the requirements or responsibilities of the position for which he has been selected, then such employee shall be restored to his former status. The Employer shall have the right to fill the same from any source available to the Employer, should there be no other qualified employee applying.

Section 5.

New employees hired into the Unit shall be probationary employees for the first twenty-six (26) weeks of their employment, after which they shall attain seniority status and their names shall be entered on the seniority list in accordance with Section 1 of this Article. There shall be no seniority among probationary employees. Probationary employees, as defined in the Civil Service Law and Regulations, may be terminated in accordance with such Civil Service Law and Regulations. Upon satisfactory completion of the probationary period, an employee shall receive all rights and benefits accorded to all regular permanent employees in accordance with this Agreement.

Section 6.

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 the terms of this Agreement, except for discharge and discipline for other than Union activities.

Section 7.

Employees desiring to transfer to other jobs in which a vacancy exists shall submit an application in writing in accordance with the procedures set forth in Section 2 of this Article. On all vacant jobs, promotion opportunity shall supersede transfer opportunity. Present employees shall be given preference in transferring to vacant positions over new applicants, provided such present employees are in all respects qualified for the vacant position. In the event that there is more than one present employee qualified in all respects, then and in that event the position shall be filled by selecting the employee with the greatest seniority.

Section 8.

In the event that an employee is transferred pursuant to the terms of this Agreement to a position not included in the Unit as defined in Article I hereof, he shall be credited with all time served in the position from which he was transferred for purposes of seniority in his new position.

ARTICLE XI - VACATIONS

Section 1.

The vacation period for all employees shall run from January 1 to December 31 in each year and shall be noncumulative.

Section 2.

Since the maintenance of proper service in the community is the primary function of all parties hereto and necessitates continuous and uninterrupted performance of duties, it is necessary to limit the number of employees on vacation at any given time. In the event of a conflict between employees over choice of vacation periods, those employees having greater seniority shall be given preference.

Section 3. Highway, Waste and Water Departments

All personnel presently employed for at least one (1) year shall be entitled to vacation in each year thereafter with pay at their regular rate in accordance with the following schedule:

- After completing one (1) year of continuous service:
Ten (10) working days.
- After completing four (4) years of continuous service:
Fifteen (15) working days.
- After completing ten (10) years of continuous service:
Twenty (20) working days.

Personnel employed for less than a year shall accrue vacation time at a rate of 5/6ths day for each month of continuous service. Although vacations begin to accrue on the date an employee commences work, vacations may not be taken until earned and accrued. No vacations may be taken until after six (6) months of continuous satisfactory service has been completed.

Section 4.

In the event a holiday listed in Article XXI, Section 1, occurs on what would be a normally scheduled workday during the calendar week in which a vacation is taken by an employee, said vacation period shall be extended one (1)

additional day.

In the event an employee is required to and does work during his vacation period, he shall be paid for all regular hours worked at the rate of two-and-one-half (2-1/2) times his regular rate of pay, or at the rate of one-and-one-half (1-1/2) times his regular rate of pay with compensating days off if he, the employee, so chooses.

In the event an employee is laid off, discharged, retired or separated from the service of the Employer for any reason prior to taking any earned vacation, he shall be compensated for such unused and accumulated vacation time by cash payment of the monetary value thereof at his regular rate of pay. In the event of death of such employee, such cash payment shall be made to his estate. All vacation pay is calculated on the basis of the normally scheduled work week.

Section 5.

In the last year of an employee's employment, his earned and accumulated vacation period shall be extended to the extent of one-fourth (1/4) of his unused accumulated sick leave time, to a maximum of 180 days.

ARTICLE XII - SICK LEAVE

Section 1.

Sick leave is defined as absence from duty because of illness, injury or quarantine resulting from exposure to contagious disease.

Any employee contracting or incurring any sickness or disability which renders such employee unable to perform the duties of his employment, or is quarantined by health authorities, or must make emergency medical visits which cannot be scheduled during nonworking hours as a result of any illness or injury, shall receive sick leave with pay, if proper sick leave time has been accumulated.

Section 2.

The Employer may require such substantiation of sick leave as he deems necessary, including, after due warning in a suspicious case, a certificate of a physician duly licensed to practice medicine in the State of New York, or, in a case involving prolonged or repeated absences, an examination by a physician duly appointed by the Employer to perform such examination. In the event of a conflict of opinion between physicians, the Employer and the Union shall jointly choose a physician to perform an examination.

Section 3.

Permanent employees shall be entitled to one-and-one-quarter (1-1/4) days of sick leave for each month of continuous service or fifteen (15) sick days for each year of continuous service.

Sick leave accrues from the date of employment and, if unused, may be accumulated to a maximum of one-hundred-eighty (180) days.

An employee who is ill or disabled for a period extending longer than his accumulated sick leave may use unused and accumulated vacation time as additional sick leave. Unused and accumulated sick leave time may not be added to vacation time except as provided in Article XI, Section 5, hereof. The monetary value of any unused and accumulated sick leave time may not be paid in cash on resignation or termination of service for any reason.

Temporary employees do not earn sick leave.

Section 4.

To recognize those employees who had excellent attendance, the Village will grant each year:

- 3 days pay for 0 sick days taken during prior year.
- 2 days pay for 1 sick day taken during prior year.
- 1 day's pay for 2 sick days taken during prior year.

This payment to be made in February of each year.

Section 5. Workers' Compensation Absence

No charge will be made against sick leave credits for the difference between Workers' Compensation benefits and the employee's wages when the employee is off on Workers' Compensation for a maximum period of one (1) year, except that the use of sick leave will be in accordance with the formula for reimbursement as stated in New York State Insurance Fund Claims Guide (4th Ed. 11/8/68).

ARTICLE XIII - BEREAVEMENT LEAVE

Three (3) days of bereavement leave shall be granted for death in the immediate family of an employee. Immediate family shall be defined as employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, and grandparents. One (1) bereavement leave day will be allowed for brother-in-law and sister-in-law.

ARTICLE XIV - PERSONAL LEAVE

Section 1.

Employees in the Highway and Water Departments shall be entitled to four (4) personal leave days each year. Employees in the Waste Department and Central Garage shall be entitled to five (5) personal leave days each year. One (1) additional personal leave day for Highway service and Water service employees shall be granted to be used only as one-half (1/2) day on Christmas Eve and one-half (1/2) day on New Year's Eve.

Section 2.

Personal leave is leave with pay for personal business which cannot be taken care of by the employee at times other than during his working day. It is intended to be available for use for the following purposes: for religious observance, for attendance at funerals other than those enumerated in Article XIII hereof, necessary absence due to extraordinary weather conditions, attendance at conventions other than on Village business, personal or family business appointments, including medical and dental appointments and examinations.

Section 3.

Personal leave shall be requested in writing at least forty-eight (48) hours in advance, except in cases of emergency, and each request shall be accompanied by the reason therefor. Personal leave may not be taken without prior approval of the department head. When the operation of the department may be adversely affected, the request may be denied at the discretion of the department head.

Unused personal leave will be added to unused sick leave accumulation but shall in no event increase the maximum permitted accumulation of sick leave. Personal leave may not be accumulated from year to year nor is it intended for use in conjunction with vacation or other permitted time off.

ARTICLE XV - LEAVE OF ABSENCE

Section 1. Leave of Absence.

A leave of absence without pay, not to exceed one (1) year, may be requested in writing to the Village Manager by any employee who has completed at least three (3) years of continuous service with the Village. Such leave may be granted at the discretion of the Village Manager. Any further leave of absence without pay shall not be granted unless such employee returns to duty and serves continuously in his position for at least three months immediately

preceding any subsequent leave of absence. It is understood and agreed that applications for leave of absence based upon compassionate or educational grounds shall not be unreasonably denied.

Requests for leave of absence shall state the reason therefor and the length of time requested. The leave, if granted, shall be furnished to the employee in writing.

Seniority shall be accrued by the employee while on any leave of absence granted pursuant hereto. At the termination of such leave, the employee shall be returned to the position he held at the time the leave of absence was granted, provided such position was not eliminated in the interim. In that event, the provisions of Article IX hereof shall apply to such employee.

In the event an employee is granted a leave of absence without pay in excess of six (6) months, he shall not earn vacation time and sick leave credits for the period of such leave.

Section 2. Jury Duty.

Employees shall be granted a leave of absence whenever lawfully required to report for jury duty. Employees shall be paid the difference between the jury duty stipend and their normal day's pay.

Section 3. Leave for Other Village Jobs.

An employee shall be granted a leave of absence without pay to enable him to serve temporarily, provisionally, for a trial period, or for a period necessary to qualify for permanent appointment to a competitive class, or another position of a higher class that requires such conditions to be met, or where an employee is offered a job on a permanent transfer, so long as said employment is with any agency of the Employer and the employee has been appointed to such position.

Requests for such leave shall be made to the Village Manager in the manner as set forth in Section 1 hereof.

ARTICLE XVI - EMERGENCY CALLS

An employee called back for emergency duty in addition to or outside of his regular schedule shall be paid at the appropriate rate as specified in Article XXII hereof. In no case shall he be paid less than the equivalent of four (4) hours computed at the straight time rate. If the emergency duty overlaps a regularly scheduled shift, notwithstanding the above, standard rates shall apply when the regular shift begins. Emergency duty shall be computed from the time the

employee acknowledged the receipt of notification to report.

ARTICLE XVII - NO STRIKE CLAUSE

The employees and the Union, jointly and severally, shall not engage in a strike, and the employees and the Union, jointly and severally, shall not cause, instigate, encourage or condone a strike under New York State Law.

This Article shall not be construed to limit the rights of the Employer, the employees or the Union under New York State Law.

At no time shall employees be required to act as strikebreakers in any strike relative to work executed by private contractors.

ARTICLE XVIII - NEGOTIATION PROCEDURE

Section 1.

During negotiations, the Village or its representatives and the Union shall exchange points of view. The Union negotiating team shall not exceed four (4) employee members during working hours. However, the Union may have counsel present and may from time to time invite to the negotiation discussions a limited number of other persons whose presence is reasonably required as participants.

Section 2.

Negotiations shall be held at times mutually agreeable to the Village and the Union.

ARTICLE XIX - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

Any dispute which may arise concerning an alleged violation of the wages or working conditions set forth in this Agreement shall be subject to the grievance procedures following:

Step 1. a.

A grievance of an employee or employees shall be presented orally or by his or their steward to a designated supervisory person within fifteen (15) working days from the occurrence giving rise to the grievance or of actual or constructive notice thereof.

Step 1. b.

A grievance of the Union shall be presented in writing directly to the Assistant Village Manager or Personnel Administrator within five (5) working days from the occurrence giving rise to the grievance or of actual or constructive notice thereof.

Step 2.

In the event a grievance presented under Step 1. a. hereof is not resolved within five (5) working days of its presentation, it shall then be presented in writing to the Assistant Village Manager or Personnel Administrator by the Union.

Step 3.

In the event that any grievance presented as set forth in Steps 1. a. or 1. b. are not satisfactorily adjusted at the preceding step as set forth hereinabove within five (5) working days, then the Union may present the same in writing to the Village Manager or his designee for settlement.

Step 4.

In the event that such grievance is not disposed of under Step 3, the Employer, or the representative of the Union Council, not later than thirty (30) days after presentation under Step 3, shall have the right to submit the issue to arbitration before an impartial arbitrator. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after request for arbitration as hereinabove provided, then the Voluntary Labor Arbitration Rules of PERB shall be applied to the proceeding and the arbitrator shall be selected as therein provided. The arbitrator's fee and the costs and expenses of the arbitration proceeding shall be shared equally by the parties to the dispute. The arbitration submission shall include a brief statement setting forth precisely the express provision of this Agreement to be decided by the arbitrator. The arbitrator shall issue his decision not later than thirty (30) days after the submission thereof. The decision shall be in writing and shall set forth the arbitrator's interpretation of the express provision of this Agreement submitted. The arbitrator shall limit his decision strictly to the interpretation of the express provision of this Agreement submitted to him, and he shall be without power or authority to modify, amend, add to or subtract from any of the provisions of the Agreement. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute, and both will abide by it.

Section 2.

If the Union or any employee, as the case may be, fails to proceed within any of the stated time periods provided for in this procedure, then the Union and aggrieved employee shall be committed to the position of the Employer as last stated by it.

ARTICLE XX - PARTIAL INVALIDITY

If any provision of this Agreement becomes invalid or unenforceable by virtue of any legislation or court decision, it shall not affect the remaining provisions of this Agreement, and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

ARTICLE XXI - HOLIDAYS

Section 1.

The following days shall be recognized and observed as paid holidays when they fall on normally scheduled workdays.

The legal holidays observed by the Highway, Waste and Water Departments are as follows:

New Year's Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Martin Luther King Day
Labor Day	Columbus Day

Section 2.

Should a holiday fall on a day on which an employee is having a regular day off, such employee shall be given an alternate day off.

Section 3.

Employees whose regular workday differs from the standard eight (8) hour day shall be paid at their current daily rate.

Section 4.

In the event an employee works on any of the holidays listed herein, he shall be paid time-and-one-half (1-1/2) his regular rate for all hours worked thereon between the hours of 7:00 A.M. to 12 midnight and double time from midnight to 7:00 A.M. of the holiday, in addition to his regular day's pay.

Section 5.

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

ARTICLE XXII - HOURS AND OVERTIME

Section 1.

The normal work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday.

Section 2.

The regular hours of work each day shall be consecutive except for interruptions for lunch period. All departments shall commence work at 7:00 A.M. each and every day. There shall be no other interruptions during the regular hours of work each day except for personal emergencies and then only with the consent of the duly assigned supervisor, if possible. The lunch break shall be for a duration of thirty (30) minutes.

Time-and-one-half (1-1/2) the regular rate of pay for work performed after the end of the regular workday up to midnight, and double time shall be paid from midnight to 7:00 A.M.

An employee shall have the option to select compensatory time in lieu of overtime payment. Compensatory time shall be selected in minimum increments of four (4) hours of overtime worked by the employee. Employees may maintain an accumulation of no more than thirty-two (32) hours of compensatory time. Requests for utilization of compensatory time may be denied when a department head reasonably determines that the department's operation will be adversely affected.

Work performed on Sunday will be paid at double time.

Section 3.

For the purpose of calculating hourly rates of pay, annual rates of pay will be divided by 2080.

Section 4.

During emergencies when meals are required, the employee shall be paid for the time reasonably required to eat, not exceeding one-half (1/2) hour. The employee will pay for his meal.

Section 5.

Attendance at work is required on the workday prior to and on the workday following a holiday or vacation unless excused in accordance with other provisions in this contract.

ARTICLE XXIII - SHOW-UP TIME

Section 1.

Any employee who is scheduled to report for work and presents himself for work as scheduled shall be assigned work on the job for which he was scheduled to report. Should no work be available and the employee be sent home, then, and in that event, he shall be paid for a minimum of four (4) hours. If the employee works for any part of the day, he shall be paid for the entire day.

Section 2.

Tardiness may be penalized by docking of pay and suspension. Furnishing or prior notice of anticipated tardiness, if reasonably possible, shall serve in mitigation of this breach of regular work practices.

ARTICLE XXIV - DISCIPLINE AND DISCHARGE

Section 1.

Disciplinary action or measures shall include, but not be limited to, the following:

- Oral Reprimand
- Written Reprimand
- Suspension (notice to be given in writing)
- Discharge

It is understood and agreed that the disciplinary actions and measures above enumerated are not required to be administered in the order in which they are set forth.

Section 2.

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

Section 3.

In any case of suspension or discharge, the employee and the steward shall be notified. The Union shall have the right to take up the suspension or the discharge at the third step of the grievance procedure.

ARTICLE XXV - OVERTIME DISTRIBUTION

All overtime except regularly scheduled overtime as per past practices shall be divided equally within a job classification where the overtime exists to the extent that it is possible and shall be reviewed quarterly for the purpose of equalization. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. This procedure shall be followed until the required number of employees have been selected for the assignment. For purposes of equalization, employees refusing overtime assignments shall be charged a minimum of four (4) hours computed at the premium rate then in effect at the time the work is performed. A record of the overtime hours worked by each employee shall be posted on the department bulletin board monthly.

ARTICLE XXVI - WORK RULES

Section 1.

The Employer agrees that changes in existing work rules and the establishment of new work rules will be made only after consultation with the Union. Except in emergency situations, such changes will be posted prominently on the bulletin boards specified in Article II, Section 3, of the Agreement for a period of five (5) consecutive workdays.

Section 2.

Employees shall comply with all existing as well as newly established work rules that are not in conflict with the express terms of this Agreement. Any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

Section 3.

As a matter of public policy and ethics, gratuities for Village services shall not be accepted by Village employees.

Section 4.

Effective January 1992, the Village will contribute \$200 each year for employees' safety shoes and uniforms required by the Village.

ARTICLE XXVII - HOSPITALIZATION

A. The Employer will pay the full premium cost of the New York State Health Plan for the employees and their dependents. If Village changes Health Insurance carriers, Village will grant Health Insurance benefits equal to or

better than the New York State Health Insurance Program.

B. If employee does not choose to participate in Health Insurance coverage, the Village will grant employee \$400 per year in two equal installments (\$200 in June and December). Only available to 10% of employees.

C. Effective June 1, 1983, employees hired after this date will be ineligible for health insurance coverage during retirement unless they complete twenty-five (25) years of continuous employment with the Village of Scarsdale.

D. Effective August 1, 1989, the Village shall not be obligated to pay Health Insurance premiums for any new hire who is eligible to receive comparable coverage through a plan provided by his or her spouse. Should the new hire's spouse lose eligibility, the new hire will be immediately entitled to coverage by the Village.

ARTICLE XXVIII - WORKERS' COMPENSATION INS.

All employees are covered by Workers' Compensation Insurance. Coverage provides weekly cash benefits for work-related injury or death.

ARTICLE XXIX - EMPLOYEE MOTOR VEHICLES

In the event that an employee, while responding to an emergency call for the Employer during inclement weather, incurs damage to his automobile as the result of an accident which does not involve another vehicle and for which he is not responsible or at fault, the Village will continue its past practice of assisting the employee to have his vehicle repaired when practicable and feasible within thirty (30) days if the vehicle is inoperable and within one-hundred-twenty (120) days if the vehicle is operable.

ARTICLE XXX - RETIREMENT

A. The Village will continue to provide the noncontributory New York State twenty-five (25) year, one-half (1/2) pay Retirement Plan at age 55, pursuant to Section 75(g) of the New York State Retirement Law.

B. The Village will continue to provide to the extent authorized by law the following retirement benefit.

Guaranteed minimum death benefit of three (3) times annual salary rate of pay, limited to \$20,000, pursuant to Section 60 B. of the New York State Retirement Law.

C. The Village shall provide Section 75(i) of the New York State Retirement and Social Security Law.

**ARTICLE XXXI
CONTRACTING AND SUBCONTRACTING PUBLIC WORK**

During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement that would mean the discharge or layoff of any such employee.

ARTICLE XXXII - LEGISLATIVE AUTHORITY

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXXIII - TOTAL AGREEMENT

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and they therefore further agree that negotiations will not be reopened on any item, whether contained in this Agreement or not, during the life of this Agreement except as otherwise provided in Article VII, Section 3.

ARTICLE XXXIV - TERM OF AGREEMENT

This Agreement shall be effective as of the first day of June 1996 and shall remain in full force and effect until the 31st day of May 1998. Either party shall notify the other in writing not later than one-hundred-eighty (180) days prior to the termination date it desires to negotiate a new Agreement. In the event that such notice is given, negotiations shall begin 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 for the full term herein provided.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of August, 1996.

FOR TEAMSTERS LOCAL 456 (IBT)

John Lewis
Chief Shop Steward

[Signature]
Secretary-Treasurer

Brian M. Leary
Teamsters Attorney

FOR THE VILLAGE OF SCARSDALE

[Signature] 8/26/96
Mayor

[Signature] 8/26/96
Village Manager

[Signature]
Personnel Administrator

APPROVED AS TO FORM: [Signature]
Village Attorney

SCHEDULE A
CLASSIFICATION - SALARY

	6/1/96	6/1/97
MEO I	\$40,382	\$41,593
MEO II	\$38,532	\$39,688
MEO WASTE	\$40,902	\$42,129
TREE TRIMMER	\$40,831	\$42,056
AUTO MECHANIC	\$43,842	\$45,157
ASST. AUTO MECHANIC	\$40,456	\$41,670
WATER MAINT. WORKER I	\$41,469	\$42,713
WATER MAINT. WORKER II (OPERATOR)	\$40,610	\$41,828
WATER MAINT. WORKER II	\$39,350	\$40,531
SANITATION WORKER	\$39,081	\$40,253
ROAD MAINTAINER	\$37,683	\$38,813
LABORER & AUTO MECH. HELPER RANGE \$15,000--\$36,013		\$37,093

SCHEDULE A-1

LABORERS SALARY

A. The annual in-grade merit increase for Laborers shall equal the starting salary of an employee subtracted from maximum of a top grade Laborer at time of employment, divided by three.

Negotiated increases for in-grade Laborers will be equal to the dollar increase of the top of Laborers salary scale.

Laborers will be eligible for annual increases on the anniversary date of employment. Increases are in no sense automatic. Increases are subject to the approval of the Village Manager. Any denial of increases must be for just cause.

B.

(1) Highway Laborers will become Road Maintainers one (1) year after reaching highest Laborer salary rate.

(2) Waste Laborers will receive out-of-title pay when filling position of Sanitation Man.

(3) Water Laborers No out-of-title pay. However, when they successfully pass Civil Service exam for Water Maintenance Man II, they will be reclassified accordingly.

SCHEDULE B

1. SALARY INCREASES:

A. Effective June 1, 1996, the rate of pay will be increased by 3% for all employees of this Unit, with the exception of in-grade Laborers.

B Effective June 1, 1997, the rate of pay will be increased by 3% for all employees of this Unit, with the exception of in-grade Laborers.

C. Laborers will receive increases according to the attached Schedule A-1. Increases are in no sense automatic. Increases are subject to the approval of the Village Manager. Denial of an increase must be for just cause.

2. LONGEVITY PAY:

(A) Effective June 1, 1991, longevity will be paid in a lump sum payment in December of each year according to the following schedule:

Upon completion of 10 years of continuous service \$550
(noncumulative)
Upon completion of 15 years of continuous service \$650
(noncumulative)
Upon completion of 20 years of continuous service \$850
(noncumulative)

3. EMPLOYEE BENEFIT PLAN:

Effective June 1, 1993 the Village shall contribute \$550 per employee, per year, toward the Employee Benefit Plan administered by the Village.

4. **TOOL ALLOWANCE:** The Village will grant a tool allowance of \$250 to the mechanics of the Central Garage for the maintenance of their auto mechanic tools.

5. **SCOOTER OPERATORS:** Waste Department Scooter Operators will be paid an additional \$150.

6. **LEAF RAKING:** There will be ten cents an hour differential paid to those employees who actually rake leaves during the fall leaf pickup time.

7. **LIFE INSURANCE:** This benefit is covered by the Employee Benefit Plan.

8. **DEFERRED COMPENSATION:** Effective March 1, 1986, the Village shall make the necessary arrangements for the employees to participate in the New York State Deferred Compensation Plan.

SCHEDULE B-1

Drug and Alcohol Policy

1. The use of illegal controlled substances or alcohol by employees adversely affects the Village's ability to safely deliver services, impairs the efficiency of the work force, endangers the safety of employees and the public, and undermines public trust. The Village and the Union, therefore, agree that the use, sale, distribution, or possession of illegal controlled substances or alcohol by any employee while on duty is prohibited. The Village and the Union also agree that employees are prohibited from being under the influence of illegal controlled substances or alcohol while on duty. Employees in violation of this policy are subject to disciplinary action, up to and including discharge.

2. Unless otherwise noted, all discipline under this policy shall be in accordance with applicable provisions of the collective bargaining agreement or Civil Service Law.

3. Based on reasonable suspicion, members of the bargaining unit shall be subject to urinalysis testing for illegal controlled substance use or breathalyzer testing for alcohol use. Any employee who refuses to submit to testing or who refuses to cooperate with the testing procedures may be subject to discipline, including discharge. Attempts to alter or substitute the testing specimen will be deemed a refusal to take the test.

(a) The order to submit to testing must be justified by a reasonable suspicion that the employee is or may be under the influence of illegal controlled substances or alcohol while on duty, or is engaging in the use, sale, distribution, or possession of illegal controlled substances or alcohol while on duty.

(b) While the "reasonable suspicion" standard does not lend itself to precise definition or mechanical application, vague or unparticularized or unspecified or rudimentary hunches or intuitive feelings do not meet the standard.

(c) Reasonable suspicion is the quantum of knowledge sufficient to induce an ordinarily prudent and cautious person to act under the circumstances. Reasonable suspicion must be directed at a specific person and be based on specific and articulable facts and the logical inferences and deductions that can be drawn from those facts.

(d) Reasonable suspicion may be based, among other things, on the following:

1. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or physical symptoms of being under the influence of drugs or alcohol; or
2. A pattern of unusual or abnormal conduct or erratic behavior (e.g. unexplained excessive absenteeism, lateness, or early leaves).
3. Arrest or conviction for a drug-related offense, or the identification by law enforcement personnel of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking; or
4. Information provided by a reliable and credible source; or
5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

(e) Disputes concerning the matter of reasonable suspicion to order a test shall be subject to review by way of the contract grievance procedure. Such dispute shall be incorporated with any grievance filed concerning discipline resulting from such testing.

(f) The decision to test an employee shall be made by the Police Chief or his designees, in accordance with the standards discussed above.

(g) It is intended that where a decision is made to test, the employee will be given a direct order to submit to the test and advised of his/her right to have a Union representative present for such testing, but the test shall not be delayed more than one (1) hour to accommodate the presence of a Union official, and the Union shall be notified of such order. The test shall be conducted immediately thereafter. The employee shall be given a brief verbal statement of the basis for reasonable suspicion.

(h) For purposes of reasonable suspicion only, where reasonable suspicion is based on information provided by a confidential informant, defined as an employee or agent of a governmental law enforcement agency or the employee's department, the identity of the source need not be disclosed at the time of the test, except for the name of the governmental law enforcement agency involved, if any.

4. Insofar as practical, the sample collection process shall be confidential with due regard for the dignity and privacy of the employee. There shall be no direct observation of

giving of urine specimens, unless there is reason to believe that the specimen may be tampered with, in which event direct observation shall be made by a person of the same gender as the employee giving the specimen. The employee shall cooperate with requests for information concerning use of medications and acknowledgment of giving the specimen.

5. Specimens shall be collected under the supervision of a monitor designated by the Village. The sample shall be divided into two (2) aliquots. The employee shall provide a sufficient amount of the sample to allow for an initial screening, a confirmatory test, and for later testing if requested by the employee. In the event an insufficient sample is produced, the employee's ability to have a second test performed may be adversely impacted. The monitor shall mark and seal the specimen to preserve its chain of custody. Thereafter, the specimen shall be transported to the testing laboratory in a manner which shall insure its integrity and chain of custody. The laboratory selected to perform testing shall be certified by the National Institute on Drug Abuse (NIDA) of the Department of Health and Human Services. One sample shall be used for purposes of testing by the laboratory and the second sample shall be maintained by the laboratory in accordance with recognized procedures for purposes hereinafter described.

6. For drug testing, initial urinalysis testing shall be conducted by means of an enzyme multiplied immunoassay test (EMIT). All specimens identified as positive on the initial test shall be confirmed using a gas chromatography/mass spectrometry test (GC/MS). For those drugs for which NIDA standards exist, a test shall be deemed positive for the presence of drugs in accordance with such NIDA standards. The laboratory shall report as negative all specimens which are negative on either the initial test or the confirmatory test. Only specimens which test positive on both the initial test and the confirmatory test shall be reported as positive. All tests conducted pursuant to this procedure will be paid for by the Village.

7. For alcohol testing, the employee shall submit to a breathalyzer test to be administered by an agent designated by the Village. Such test results shall be given the same weight as provided under applicable provisions of the New York State Vehicle and Traffic Law.

8. Drug test results shall be forwarded from the testing laboratory to a Medical Review Officer (MRO) or the staff of the MRO. The MRO shall be designated by the Village and must be a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate test results.

9. The MRO shall analyze the test results. If the MRO receives a positive test result, he shall interview the individual in question, review the individual's medical history, and review other relevant biomedical information. The MRO will evaluate these factors to determine whether a justification exists for the positive test result. Evidence to justify a positive test result may include, but is not limited to, a valid prescription or verification from the individual's physician verifying a valid prescription. If the MRO determines that justification exists, the test result will be treated as a negative test result and may not be released for purposes of identifying illegal drug use. The MRO shall then forward all test results to the Village Manager.

10. Urine samples shall be maintained by the Village's designated laboratory in accordance with appropriate procedures for a period of six (6) months following the test.

11. After an employee receives notice from the Village of a positive test result, the employee may make a written request to the Village Personnel Administrator within fourteen (14) calendar days to have the second sample tested at a different laboratory duly licensed by NIDA. The employee shall be responsible for all costs related to transportation and testing and for preservation of the chain of custody. The test results shall be delivered by the laboratory to the employee and the Village Personnel Administrator. Testing and positive results will be in accordance with paragraph 6 above.

12. In the event the test procedures reveal the presence of illegal controlled substances or their metabolites or alcohol, such employee may be subject to discipline, including discharge. However, in the first instance of such positive drug or alcohol test, any disciplinary charges may be suspended in the Village's sole discretion if the employee agrees in writing to complete counseling and treatment on his/her own time for such illegal controlled substance use or alcohol use in a program jointly agreed to by the Village and the Union. The employee shall agree, as a condition to the suspension of the disciplinary charges, that if he or she fails to attend or complete the program, he or she shall be deemed to have resigned from employment. The employee shall also agree, as a condition to the suspension of the disciplinary charges or penalty, that for a period of one (1) year following the completion of treatment, he or she shall be subject to periodic random testing for illegal controlled substances and/or alcohol, and that if he or she completes counseling and treatment but tests positive for illegal controlled substances or alcohol during such one year period, the Village may reinstitute the suspended charges, in addition to preferring new charges. Upon completion of treatment, as outlined above, and the one year period, the

original disciplinary charges or penalty shall be considered resolved. The record of such charges and their resolution (the charges, the answer, and the stipulation) shall remain in the employee's file unless the parties otherwise agree.

SCHEDULE C
CENTRAL GARAGE SENIORITY LIST

<u>DATE EMPLOYED</u>	<u>NAME</u>	<u>FIRST</u>
73/02/01	BOGGI	TONY
82/10/25	FIRIMONTE	PIETRO J.
87/01/12	ARCHER	ROBERT
87/09/08	SILVESTRI	SANTO
88/10/03	DE MEALO	JOSEPH
90/01/03	DE LUCA	LEONARDO
91/09/30	GIANNOTTI	ANTHONY
94/01/10	PIERSON	WILLIAM

AS OF JULY 1996

**SCHEDULE C
WATER DEPARTMENT SENIORITY LIST**

<u>DATE EMPLOYED</u>	<u>NAME</u>	<u>FIRST</u>
70/03/09	PIERORAZIO	ANTHONY
82/01/06	CLARK	EDWARD
87/10/19	MASTROMARINO	STEVEN
89/07/17	WRIGHT	JOHN
92/12/16	OSWALD	DREW
95/01/18	CORTI	RONALD

AS OF JULY 1996

**SCHEDULE C
HIGHWAY SENIORITY LIST**

<u>DATE EMPLOYED</u>	<u>NAME</u>	<u>FIRST</u>
69/05/10	YOUNG	JAMES
70/05/25	KING	MARION
70/11/09	FERRARA	MICHELE
71/03/01	DE BENEDICTIS	PIETRO
74/03/06	EDWARDS	HORACE
78/04/17	CRISTINI	SILVIO
83/06/07	O'CONNELL	FRANK
83/06/27	PRICE	BERNARD
84/01/17	SCOTT	FREDDIE
84/02/20	BEST	MARK
87/04/08	ACOCCELLA	DANIEL
88/10/26	ARANGIO	STEVEN
89/01/18	SALIERNO	MICHAEL
89/12/11	THOMAS	COREY
94/01/26	LOWDEN	ROGER
	MCKNIGHT	JAMES
94/06/07	POMPHREY	EUGENE
94/11/21	BAZZINI	JAMES
	BOSAN	STEVEN
	FLORANCE	JONAS
	ROSE	JAMES

AS OF JULY 1996

SCHEDULE C
HIGHWAY SENIORITY LIST

<u>DATE EMPLOYED</u>	<u>NAME</u>	<u>FIRST</u>
67/10/23	SANTOIANNI	MICHAEL
70/09/23	LEWIS	JOHN T.
76/07/26	DI PILATO	MICHAEL
77/12/28	KEATING	MICHAEL
80/01/10	LAMANNA	NICHOLAS
81/01/14	STURDIVANT	ROBBIE
81/12/21	CARMODY	JOHN
81/12/28	ZIELINSKI	PETER
82/02/10	HARRINGTON	KEVIN
84/05/07	GANNON	KEVIN
85/09/18	DE CECCO	ANDREW
88/11/16	ARCURI	PATRICK
89/01/16	REARDON	MCARTHUR
90/07/09	FLANNERY	MICHAEL
90/08/22	PRIMIANO	NICOLAS
94/01/26	POSPISIL	STEVEN
94/02/09	CIPRIANO	FRANK
	DEPASO	TODD
	FORTI	ANDREW

AS OF JULY 1996

Village of Scarsdale

Anne M. Janiak, Mayor
E. Markham Bench
Bernard Cedarbaum
Dorothy Finger
Edward J. Hardy
Edward A. Morgan
Amy R. Paulin



Alfred A. Gatta, Village Manager
Richard Rohan, Administrator

Personnel Office
Scarsdale, New York 10583
914-722-1117
Fax: 914-722-1119

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

AUG 30 1996

August 28, 1996

CONCILIATION

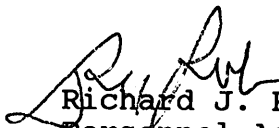
Regina M. Stronge
Office of the Executive Director
State of New York PERB
80 Wolf Road
Albany, New York 12205-2604

RE: Teamsters (Public Works) Contract 6/1/96 - 5/31/98

Dear Ms. Stronge:

Enclosed for your records is a copy of the recently negotiated contract between the Village of Scarsdale and Teamsters Local 456.

Very truly yours,


Richard J. Rohan
Personnel Administrator

RJR:jbs
Enclosure