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#### **Contract Database Metadata Elements**

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Union: **Village of Ballston Spa Department of Public Works Unit, International Brotherhood of Teamsters (IBT)**

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BC / 9644

VILLAGE OF BALLSTON SPA

And

Teamsters Local 294

Collective Bargaining Agreement

June 1, 2011 – May 31, 2016



RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

MAY 12, 2011

ADMINISTRATION

8

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This Agreement is made and entered into on the 9<sup>th</sup> day of May 2011, by and between the Village of Ballston Spa, a municipal Corporation having its principal offices at 66 Front Street, Ballston Spa, New York, hereinafter referred to as the "Village" and the Teamsters Local 294, acting on behalf of the Village, Department of Public Works employees referred to as the "Union".

The term of this Agreement shall be from June 1, 2011 through and including May 31, 2016.

ARTICLE 1  
INTENT AND RECOGNITION

Section 1. INTENT OF THE PARTIES

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve harmonious and cooperative working relationships between the Village and its employees and to benefit the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Section 2. Recognition

The Village recognizes the Union as the representative for all employees defined in the bargaining unit for the purposes of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

Section 3.

The Union affirms that it does not assert the right to strike against the Village, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE 2 – COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

All fulltime employees and part-time employees of the Department of Public Works except the Working Supervisor. The Working Supervisor may work as a supplement to the work force, but not as a replacement of a Bargaining Unit Member.

## ARTICLE 3 – MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogatives of the Village to operate and manage its affairs in all respects in accordance with its responsibilities and powers of, its authority.

Section 2. The Village retains the right to discipline and discharge for just cause. The Village reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Village; or when such continuation of work would be wasteful and unproductive. The Village shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed, including contracting. The Village retains the right to direct employees, to hire, promote and transfer them, subject to law and the terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the village, and to take whatever action is necessary to carry out the mission of the Village in case of emergency provided that the exercise of such rights shall not violate other articles of this Agreement. The Village also retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement provided that such rules and regulations do not conflict with law or any express provisions of this Agreement.

Section 3 The Village further retains the right to have the Department of Public Work's employees perform the work they have done prior to this Agreement outside their job descriptions including but not limited to the following:

- Pool Maintenance and Testing
- Park Maintenance, Upkeep and Repairs of Park Equipment including Woods Hollow and the James Tedisco Fitness Trail
- Skateboard Park Maintenance and Repairs
- Waste Pick-up at all Village Facilities including Street Receptacles
- Brush and Leaf Pick-up and Disposal
- Moving Grass at all Parks and all other Village Facilities
- Maintenance and Repairs to all Village Buildings and Facilities
- Hanging, Removing, Breaking Down and Storing Flags, Planters and Christmas Decorations
- Setting Up for Special Events
- Constructing and Erecting New Village Facilities and Appurtenances
- Such as Fences, Benches, Sports Equipment
- Special Projects approved by the Village

Section 4. The Village agrees to notify and consult with the Union prior to the establishment of new work rules or the modification of existing work rules.

Section 5. When any existing rules are changed or new rules are established, they shall be posted on the Department of Public Work's bulletin boards for a period of at least two (2) weeks before becoming effective.

Section 6. The Village has the right to schedule overtime work as required in a manner most advantageous to the Village and consistent with the requirements of employment and the public safety.

Section 7. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.

#### ARTICLE 4 – DUES DEDUCTIONS/AGENCY SHOP

Section 1. All employees except Temporary and Seasonal Employees as defined in Article 18 shall be considered permanent and become a member of the bargaining unit upon the completion of thirty (30) days continuous service and has worked forty (40) hours per week in that period. The Village will continue to deduct Union Dues or Agency Shop Fees after 30 days of employment. No permanent employee shall be removed or otherwise disciplined except for just cause.

Section 2. The Village shall deduct from the wages of the individual employees of the Department of Public Works and remit to Local 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those Employees who have signed and presented to the Village the appropriate payroll deduction authorization permitting such deductions.

Section 3. The Village agrees to deduct and remit such monies exclusively for Local 294, as the recognized exclusive bargaining agent for employees in this Unit.

Section 4. The Village hereby agrees to deduct from the wage of all non-union members within this bargaining unit, an agency shop fee the amount of the dues levied by Local Union 294. Said sums will be transmitted to Local Union 294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered will accompany each check.

#### ARTICLE 5 – COMPENSATION

Section 1. Commencing June 1, 2011, employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule A. Commencing June 1, 2011 any employee obtaining a Class D, Class 2B, and any other water distribution licenses or certifications required in the future shall be compensated an additional \$1.00 per hour.

Section 2. Longevity

Effective June 1, 2011, Longevity payments shall be made to all fulltime employees annually on the first regularly scheduled payday after the employee's anniversary date:

Service Category (Beginning With)	Longevity Payment
5 <sup>th</sup> Year of Employment	\$600
10 <sup>th</sup> Year of Employment	\$800
15 <sup>th</sup> Year of Employment	\$1,000
20 <sup>th</sup> Year of Employment	\$1,200
25 <sup>th</sup> Year of employment and each year thereafter	\$1,400

Longevity shall be determined from the date of the employee's full time employment with the Village commenced.

Longevity payments to fulltime employees who leave the Village employment will be paid pro-rated Longevity from the date of their last longevity payment to the date of their termination of employment with the Village.

Section 3. Employees classified, as Water Treatment Plant Operators are required to attend continuing education classes in order to maintain their certificates. The Village agrees to pay the cost of the class tuition and to provide transportation to the class location or pay the Internal Revenue Service (IRS) current mileage rate for the use of the employee's vehicle.

Subject to the Village Board's approval, Water Treatment Plant Operators may attend classes that require overnight travel. The Village will reimburse the employee for reasonable travel expenses for overnight travel as follows:

- Transportation as specified above
- Per-diem lodging only for the duration of the class at the double-Occupancy discounted rate
- Per-diem meal expense for the duration of the class at the rate of twenty-five (\$25) dollars per day.

Section 4. All newly hired employees hired after the signing of this agreement and have never been employed within the bargaining unit shall be in a progression rate of pay for a one (1) year period and will be paid 80% of the base rate for the first six (6) months of employment. Such newly hired employees will then be paid 90% of the then base rate for the second six (6) months of employment, reaching the base rate of pay on the completion of said progression period.

Section 5. The pay period shall end 11:59 P.M. on Saturday; payroll will be weekly and will be distributed on Wednesday.

Section 6. Employees may participate in a direct deposit program.



## ARTICLE 6-WORKDAY/WORKWEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week, Monday through Friday

Section 2. The regular hours of work except for emergencies shall be 7:00 A.M. until 3:30 P.M.

Section 3. There shall be one-half (1/2) hour) lunch period from 12:00 P.M. to 12:30 P.M. during the regular workday.

Section 4. No employee shall return to the Village garage before 11:45 o'clock in the morning except as directed by the Working Supervisor. No employee shall return to the Village garage prior to 3:15 o'clock in the afternoon except as directed by the Working Supervisor.

Section 5. There shall be a coffee break each working morning for a period of twenty (20) minutes, which shall commence at 9:00 o'clock in the morning and shall be taken at the assigned work location as directed by the Working Supervisor. Each employee shall also be entitled to a work break each afternoon for a period of fifteen (15) minutes commencing at 2:00 o'clock in the afternoon which work break shall be taken at the place where any such employee is at that time working.

## ARTICLE 7 – OVERTIME

Section 1. All hours worked before and after the regular workday and outside the regular workweek shall be compensated at time and one-half the regular hourly rate and paid in 15 minute increments.

### Section 2 Reach Numbers

All employees shall furnish the Working Supervisor a single telephone reach number for the purposes of call-ins.

Section 3. Pool Water Testing

Water Plant Operators assigned to test the pool water during the operation of the Village Pool in the summer months shall be compensated as follows:

<u>Time</u>	<u>Rate</u>
Weekdays After Regular Working Hours	1 Hour at time and one half (1 ½) their regular rate of Pay.
Saturdays, Sundays and Holidays	1 Hour total for each required daily tests required at one and one-half (1 ½) their regular rate of pay.

Section 4. Water Treatment Plant Charts.

Compensation for the Saturday, Sunday, Holidays shall be three (3) hours at one and one-half (1 1/2) their regular rate of pay. It will be mandatory for Employees who are assigned Water Treatment Plant coverage on Saturday, Sunday and Holidays to answer all call-ins and respond to all call-outs.

Section 5. All call-in overtime will be given to qualified employees by Seniority in a continuous rotating fashion. The Mechanic shall do all mechanical work. All overtime continuing after the regular workday will go by Seniority, except for mechanical work. The Mechanic or a qualified employee designated by the Working Supervisor at the Mechanic rate of pay will do all mechanical work.

Section 6. Except in emergencies, employees shall have the right to refuse to work. A telephone answering machine, no answer or voicemail will be considered a refusal.

Section 7. When the Working Supervisor or the Mayor determines an emergency, overtime is mandatory and employees will not have the right to refuse.

Section 8. It shall be mandatory for the Crew Leader and Water Treatment Plant Operator to answer all call-ins and respond to all call-outs.

Section 9. The Village has a number of special events during the year that require employees to work overtime. The Working Supervisor will determine the number of qualified employees required for each event. The Working Supervisor will post a notice of, the date, time and employees required for each event three (3) days in advance and request qualified employee volunteers. If an insufficient number of volunteers are not available, overtime of the remaining required qualified employees, in accordance with Section 5 of the Article will be mandatory.

Section 10. When a sufficient number of employees are determined by the Working Supervisor due not respond to a callout, the Working Supervisor will have the right to work at any position not filled or to contract for the work as provided in Article 17.

## ARTICLE 8 – SPECIAL RATES

### Section 1 Call Out Pay

An employee called out for emergency duty, in addition to but not attached to the employee's regular hours shall receive not less than three (3) hours overtime pay in accordance with Article 7 and remain available for the entire three (3) hours in the event another call out occurs.

Section 2. Employment at a higher classification shall be compensated at the higher rate of pay. Employees assigned to act as the Working Supervisor at least one (1) day shall receive an additional one-dollar (\$1.00) per hour in addition to their regular rate of pay.

### Section 3. Mechanics Helper

Employees assigned to assist the Mechanic for more than one (1) hour during regular working hours will receive one dollar (\$1.00) per hour in addition to their regular rate of pay for the time they are assigned to assist.

Section 4. Each employee shall receive annually a clothing allowance of \$250.00. Receipt or proof of purchase must be provided.

Section 5. Employees that work in excess of twelve (12) hours on any given day will be given a \$15.00 meal allowance.

### Section 6. Protective Foot Wear

All full time employees shall be required to wear toe protective footwear.

Section 7. The Village will supply all necessary safety training and safety equipment.

Section 8. The Village will furnish cell phones to the Crew Leader and Water Plant Operator; Water Plant Operator and Motor Equipment Operator, Water Treatment Plant Operator, Crew Leader and the Mechanic for use only for official Village business.

ARTICLE 9 – HOLIDAYS

Section 1. All employees shall be granted the following twelve (12) and two (2) part-day paid holidays. Holidays are to be paid eight (8) hours pay at the prevailing hourly rate. Federal holidays will be on the day or date designated by the State Government:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Good Friday (Beginning at 12 noon)	Christmas Eve (Beginning at 12 noon)

Section 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday during scheduled work.

Section 3. If an employee is required to work on a holiday, he shall be paid at the rate of one and one half (1 1/2) plus the holiday pay.

ARTICLE 10 – LEAVES

(A) VACATION LEAVE

Section 1. All full-time employees will earn vacation leave as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION</u>
6 Months to 1 Year	1 Week
1 Year to 3 Years	2 Weeks
Over 3 Years	1 Additional day for each year of service up to a maximum of 4 weeks vacation in any one year.

Upon completion of twenty five (25) years of service the employee shall receive 5 weeks vacation.

Section 2. If a holiday falls within a vacation week another day will be given.

Section 3. Vacation leave may be accumulated up to forty (40) hours and carried to the next year if not used the year earned. Accumulated vacation leave in total may not exceed a maximum of sixty (60) hours.

Section 4. On or before May 1st of each year, a proposed vacation schedule shall be posted and each employee, in order of seniority, shall be requested to specify the vacation period of five (5) consecutive days or more if he/she desires. The final right to allot vacations and the right to change such allotments shall be the right of the Working Supervisor in order to insure orderly operations. All conflicts in the scheduling of vacations will be resolved by seniority of the employees involved. The finalized schedule of vacations shall be posted on June 1<sup>st</sup> of each year.

Employees may request individual vacation days to be added to the schedule. Requests for individual days must be made twenty-four (24) hours in advance and are subject to the approval of the working Supervisor.

Section 5. To be eligible for vacation an employee must work three (3) months in the previous fiscal year, except new employees shall be entitled to their first vacation at any time after the anniversary of 6 months of employment. Provided two (2) weeks notice has been given to the Working Supervisor, vacation pay will be paid in a separate check on the regularly scheduled payday immediately preceding start of the vacation period. Any employee who retires, quits or is discharged prior to his anniversary date shall be entitled to vacation pay earned on a pro-rata, provided he has been employed for one (1) full year. Vacation will be paid at the rate the vacation was earned.

Employees returning from Military Leave or Workman's Compensation accidents are Exempt from this provision.

Section 6. Vacation time may be used in not less than one-half (1/2) day increments. Requests for Vacation Time of less than one-half (1/2) day may be granted by the Working Supervisor.

Section 7. When mutually agreed between the Village and the employee, it shall be permissible for an employee to work during his vacation with compensation for the vacation period and the hours worked during vacation.

#### B. SICK LEAVE

Section 1. All employees, after six months of continuous satisfactory service, shall be entitled to one eight (8) hour day of paid sick leave at the prevailing hourly rate for each month of service, commencing from the first day of employment.

Section 2. If the employee has accumulated the hours needed to compensate for no loss in pay, employees who become sick during the workday and must be relieved from work will receive sick pay for the hours not worked that day.

Section 3. Commencing June 1, 2011, employees may accumulate such sick leave up to a maximum of ninety (90) work days leave at the prevailing hourly rate. SICK LEAVE MUST BE USED AS SUCH. Accumulated unused sick leave credits can be used at the time of death or retirement up to seventy-three (73) days.

Section 4. A doctor's certificate will be required if an employee has been on sick leave for three (3) consecutive workdays.

Section 5. Unused sick time up to a maximum of seventy three (73) days will be paid to the surviving beneficiary on the occasion of the employee's death. The amount of payment shall be calculated at the employee's rate of pay immediately preceding his death.

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#### C. PERSONAL LEAVE

Section 1. All fulltime employees shall be entitled to five (5) personal leave days per fiscal year to be paid eight (8) hours pay at the prevailing hourly rate. However, the employee must give twenty-four (24) hours notice to the Working Supervisor of his intent to utilize personal leave. The use of the requested Personal Leave is subject to the approval of the Working Supervisor. Requests for Personal Leave of less than eight (8) hours may be granted by the Working Supervisor. Requests for Personal Leave for emergencies will be granted. Unused Personal time maybe converted sick time with the same restrictions as set forth in section 3 above (sick leave).

#### D. BEREAVEMENT LEAVE

Section 1. In the event of death in an employee's immediate family, (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law and those relationships generally called step) providing persons in such relationship have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of four (4) working days off with pay, at the prevailing hourly rate to attend the funeral, provided the period between the day of death and the day of the funeral are working days. Further if such bereavement leave is needed and requested for travel out of state discretion shall be allowed by the Village on a case by case basis.

### ARTICLE 11-RETIREMENT

Section 1. All employees shall be covered by New York State and Local Retirement System and receive whatever benefits are available to said employees under said Plan.

Section 2. The Village will provide one hundred (100) percent of the annual cost of Health Insurance for retired employees in accordance with the Health Insurance – Retired Employees adopted by the Village on June 24, 1996 and included in and made part of this Agreement as Appendix B.

Section 3. This Health Insurance Coverage will continue until the retiree is eligible for Medicare. At that time the Village will provide and pay for Medicare Supplemental Insurance for the retiree and his/her surviving spouse.

Section 4. The Village agrees to participate in the Teamsters Deferred Comp 457 Savings Plan at no cost to the Village. The Village will make the necessary payroll deductions.

## Article 12 – DISABILITY INSURANCE AND HEALTH INSURANCE

### Section 1. Disability Insurance

The Village agrees to provide Non-Occupational Disability Insurance equivalent to provisions of the New York State Disability Plan.

The cost of the premiums for this provided insurance shall be paid through payroll deductions of all covered employees.

### Section 2. Health Insurance

The Village will provide a Health Insurance Program for all employees in the Bargaining Unit. The Village shall pay 100% of the cost of coverage. The Union and Village agree that the Village shall have the right to solicit proposals from health insurance providers to obtain health insurance coverage. The Union and the Village further agree the Village shall have the right to select whatever program that is in the Village's best interest. The Village will continue the current practice of reimbursement for co-pays and shall do so as follows:

The employee shall pay no more than:  
\$35.00 from June 1, 2011 to May 31, 2013  
\$40.00 June 1, 2013 to May 31, 2015  
\$45.00 from June 1, 2015 to May 31, 2016.

### Section 3. Health Insurance/Employees Hired After June 1, 2008

All full time employees hired after June 1, 2008 shall contribute fifteen (15%) Percent of the Village's cost of Health Insurance coverage. All fulltime employees hired after June 1, 2011 shall contribute (20%) of the Village's cost of Health Insurance coverage.

### ARTICLE 13 –DRIVE FUND CONTRIBUTIONS

Permanent employees of the Bargaining Unit shall be permitted to participate in the Democratic, Republican, Independent Parties, voter Education Fund of the Teamsters Union (DRIVE). The Village agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a week in which the employee earned a wage. The Village shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Village annually for the Village's actual cost plus ten (10) percent of the expenses incurred in administering the weekly payroll deduction plan.

### ARTICLE 14 – SENIORITY

Section 1. Seniority shall be established as a continuous service form the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee laid off for a period in excess of one year shall lose his seniority rights.

### ARTICLE 15 – GRIEVANCES

Section 1. DEFINITION OF GRIEVANCE: A Grievance is a claim by any member of the Unit that a specific term of this Agreement has been violated, misinterpreted or misapplied.

#### Section 2. Grievance Procedure:

#### STEP ONE

Any unit member having a grievance will discuss it informally with the Working Supervisor either personally or by a Job Steward with the object of resolving the matter informally. If the grievance is not resolved, it shall be submitted to the Working Supervisor in writing within seven (7) days for formal response. The Working Supervisor shall have seven (7) working days to respond in writing.



## STEP TWO

If the Working Supervisor's response is not satisfactory, the grievant shall have seven (7) days to submit the matter in writing to the Mayor or his designee. The Mayor or his designee shall schedule a meeting to review the grievance within seven (7) days of the submission and shall render a decision within seven (7) days thereafter.

## STEP THREE

If the disposition of the matter by the Mayor or his designee is not satisfactory, either party has the right to file its grievance with the Public Employment Relations Board, (PERB) provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within ten (10) calendar days of the disposition set forth in Step 2. Thereafter, the PERB rules and regulations for the handling of grievance shall apply.

### Section 3. Powers of the Arbitrator

The Arbitrator shall not have the power to alter, amend or change any provisions of this Agreement or which requires the commission of an act prohibited by law. The decision of the Arbitrator shall be final and binding. The fees and expenses of the arbitrations shall be in accordance with the standards of the Public Employment Relations Board and shall be paid equally by both parties.

## ARTICLE 16 - DISCIPLINE AND DISCHARGE

### Section 1. Discipline and Discharge Policy

It is recognized the Village has adopted an EMPLOYEE DISCIPLINE POLICY. The provisions of this policy are made part of this agreement and are attached hereto as Appendix A. It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining an employee for just cause regardless of seniority.

### Section 2. Procedures

All employees, competitive and non-competitive, included in this Collective Bargaining Unit, are included in the Village Discipline and Discharge Policy.

Section 3. COMMERCIAL DRIVERS LICENSE (CDL) DRUG AND ALCOHOL TESTING PLAN

The Union recognizes the Village has a Drug and Alcohol Testing Plan, This Plan is included in and made part of the Agreement and is attached in Appendix D. This plan requires random testing of all Department of Public Work's employees for drugs and alcohol. Failing or refusing to participate in this testing program shall result in disciplinary action in accordance with the Employees Discipline Policy. If an employee tests positive he shall be immediately notified by the Village in writing of the failure and he shall be subject to a mandatory thirty (30) days suspension without pay commencing with the receipt of this notification. During the suspension, the employee must enroll and participate in a local rehabilitation program approved by the Village. The employee may use his accumulated sick leave during participation in the rehabilitation program. The employee may not return to work until he is declared rehabilitated by the rehabilitation program. Failure to participate in the rehabilitation program within ten (10) days of testing positive shall result in discharge.

Employees requesting to return from this suspension for drug or alcohol abuse shall be required to be tested by procedure approved by the Village. Failure to take the test or to meet the standards approved by the Village shall be cause for discharge without a prior warning letter.

Section 4. SAFE DRIVER PROGRAM

All employees, except Laborers, must have a valid New York State CDL driver's license. Failure to notify the Working Supervisor that the employees' driving privileges have been revoked by the State, or driving while his license has been suspended or revoked by the State will be subject to disciplinary action. Employees shall have twenty (20) working days to have the license re-instated. Failure to have the license re-instated after twenty (20) working days will result in immediate demotion to Laborer at the Laborer hourly rate of pay. This demotion shall remain in effect until the CDL License has been reinstated.

Section 5. U.S. DEPARTMENT OF TRANSPORTATION 49CFR-383.51

The Village and the Union recognize that all employees in the Bargaining Unit with Commercial Drivers Licenses are subject to the provisions of 49CFR-383.51

ARTICLE 17 – CONTRACTING OUT VILLAGE WORK AND  
USE OF OTHER MUNICIPALITIES

Provided it does not result in the lay-off or termination of any full-time employees, the Village the Department of Public Works. The decision to contract for work or use other Municipalities shall be solely at the discretion of the Working Supervisor and the Mayor. During emergency call-outs, if insufficient workforce or equipment is not available to address the emergency in a timely manner, the working Supervisor shall have the right to immediately contract out the work or utilize other Municipalities.

ARTICLE 18 – TEMPORARY AND SEASONAL EMPLOYEES

Section 1. Temporary or Seasonal Employees shall be defined as employees required by the Village to assist in Village supported programs and facilities whose tenure is for a specific period of time or season. Temporary or Seasonal employees are not to be used to displace full-time employees.

Section 2. Temporary and Seasonal Employees shall not be considered as part of the Unit, and shall be paid at rates determined by the Village.

## ARTICLE 19 – RECIPROCAL RIGHTS

Section 1. The employer recognizes the right of the employees to designate representative of Local 294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract.

Section 2. The Union shall have the right to post notices and other communications related to Unit members or Union business on bulletin boards maintained on the premises and facilities of the Department of Public Work's subject to the approval of the content of such notices and communications by the Working Supervisor.

Section 3. Subject to the approval of the Working Supervisor or his assistant in his absence, employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this Agreement shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations. The time released shall be limited to one (1) employee for two (2) hours for Step 1 and Step 2 grievances and two employees for four (4) hours for preparation for Step 3.

Section 4. The Union recognizes the Village's prerogative for the Working Supervisor to work as a supplement to the work force as needed. However, it is understood except in emergencies that permanent employees shall, in all cases, be accorded consideration in regard to the assignment of the work and overtime responsibilities.

Section 5. The Union agrees the Working Supervisor can use his pickup truck with plow and sander during winter snow and ice storms.

Section 6. The Union agrees the Working Supervisor will be allowed to use equipment on the job to effect efficient and timely work as long as all available employees are working.

## ARTICLE 20 – SAVING CLAUSE

Section 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected

Section 2. If a determination or decision is made as per Section 1. of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

#### ARTICLE 21 – LEGISLATIVE ACTION

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

#### ARTICLE 22 – APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local Law applicable thereto, and any of the terms of this Agreement, which are not consistent with, or conform to, any Federal, State or Local Laws, shall be deemed null and void.

#### ARTICLE 23 – TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from June 1, 2011 to and including May 31, 2016, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to March 1st, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

#### ARTICLE 24 – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

WE HEREBY CERTIFY that the provisions, terms and working in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and working in this Stipulation.

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

This 9<sup>th</sup> day of May 2011 , effective as of June 1, 2011.

VILLAGE OF BALLSTON SPA

By: John P. Romano  
John P. Romano, Mayor

TEAMSTERS LOCAL 294

By: John Bulgaro  
John Bulgaro, President

By: Thomas L. Quackenbush  
Thomas L. Quackenbush,  
Business Agent

**SCHEDULE A – CLASSIFICATION AND WAGES**

**SECTION 1 – HOURLY RATES FY 2011 TO FY 2016**

	<b>BASE HRLY RATE</b>	<b>FY 2011 2012</b>	<b>FY 2012 2013</b>	<b>FY 2013 2014</b>	<b>FY 2014 2015</b>	<b>FY 2015 2016</b>
<b><u>CLASSIFICATION</u></b>	<b><u>FY 2010</u></b>	<b><u>+3%</u></b>	<b><u>+ 3%</u></b>	<b><u>+3%</u></b>	<b><u>+3.5%</u></b>	<b><u>+3.5%</u></b>
<b>Mechanic</b>	<b>23.26</b>	<b>23.96</b>	<b>24.68</b>	<b>25.42</b>	<b>26.31</b>	<b>27.23</b>
<b>Crew Leader/ Wtr Trt Plt Oper</b>	<b>21.16</b>	<b>21.79</b>	<b>22.44</b>	<b>23.11</b>	<b>23.92</b>	<b>24.76</b>
<b>Wtr Trt Plt Oper/ Motor Equip Oper</b>	<b>19.95</b>	<b>20.55</b>	<b>21.16</b>	<b>21.79</b>	<b>22.55</b>	<b>23.34</b>
<b>Motor Equip Oper</b>	<b>18.57</b>	<b>19.13</b>	<b>19.70</b>	<b>20.29</b>	<b>21.00</b>	<b>21.73</b>
<b>Motor Equip Oper</b>	<b>18.65</b>	<b>19.21</b>	<b>19.79</b>	<b>20.38</b>	<b>21.09</b>	<b>21.83</b>
<b>Motor Equip Oper</b>	<b>18.74</b>	<b>19.30</b>	<b>19.88</b>	<b>20.48</b>	<b>21.19</b>	<b>21.93</b>
<b>Wtr Trt Plt Oper/ Motor Equip Oper</b>	<b>19.49</b>	<b>20.07</b>	<b>20.68</b>	<b>21.30</b>	<b>22.04</b>	<b>22.81</b>
<b>Motor Equip Oper</b>	<b>16.72</b>	<b>19.08</b>	<b>19.65</b>	<b>20.24</b>	<b>20.95</b>	<b>21.68</b>

The following starting base rates will apply to new employees who have successfully completed the progression period as stated in ARTICLE 5- COMPENSATION Section 4.

<b>Laborer</b>	<b>15.00</b>
<b>Truck driver</b>	<b>15.50</b>
<b>Motor Equip Oper</b>	<b>15.75</b>
<b>Crew Leader</b>	<b>16.00</b>
<b>Wtr Trt Plt Oper</b>	<b>17.00</b>

## AUTOMOTIVE MECHANIC

**GENERAL STATEMENT OF DUTIES:** Makes skilled repairs and adjustments to construction equipment, automotive equipment and machinery; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** This is skilled work involving responsibility for the overhaul and repair of a wide variety of construction and automotive equipment. The work requires a thorough knowledge of the heavy equipment and automotive repair trade. General instructions are received regarding tasks to be performed, but employees are personally responsible for the efficient and economical maintenance of the equipment assigned to them.

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### **EXAMPLES OF WORK:** (Illustrative Only)

Performs skilled repair work in the overhaul of gasoline and diesel motor equipment, which may include automobiles and other passenger vehicles, trucks, busses and construction equipment;

Repairs or replaces motor pumps, fuel pumps, generators, carburetors, shock absorbers;

Adjusts connecting rods and bearings;

Adjusts steering mechanisms and aligns wheels;

Makes welding repairs to construction and automotive equipment;

Greases vehicles, changes oil and oil filter;

Tunes engine and sets the timing;

Attaches and removes snow plow blades, spreaders and other auxiliary equipment;

Works as a Motor Equipment Operator when directed;

Maintains and insures the efficient operation of Sanitary Seer Pump Stations.

**REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:** Thorough knowledge of standard construction equipment and automotive repair methods and of the terminology and tools of the trade; demonstrated ability to make difficult repairs to heavy automotive and other mechanical equipment; full knowledge of welding techniques; ability to work from plans and specifications and to follow rough draft sketches and oral instructions; good motor and hand and eye coordination; manual dexterity; good physical condition.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Two years of experience as a skilled automotive repairman; or any equivalent combination of experience and training.



**CREW LEADER AND WATER TREATMENT PLANT OPERATOR**

**GENERAL STATEMENT OF DUTIES:** This position combines the duties of Crew Leader with the duties of Water Treatment Plant Operator-Type B Plant. As crew leader he/she leads a small group of employees in the completion of projects assigned by the Working Supervisor. As a Type B Water Treatment Plant Operator performs duties as described under the Type B Water Treatment Plant Operator job description.

**DISTINGUISHING FEATURES OF THE CLASS:**

**CREW LEADER**

This work involves the responsibility as a leader of a small group of motor equipment operators and laborers. As the crew leader he/she serves as a "straw boss" and as such participates in the work projects being carried out. His/her duties are to direct and insure that the employees working with him/her are doing their jobs properly and diligently. These duties include planning and layout of the work, assigning tasks and the operation of construction equipment necessary to complete the work.

**WATER TREATMENT PLANT OPERATOR -TYPE B PLANT**

This work involves the responsibility for the efficient operation and maintenance of a Type B Water Treatment Plant with facilities for the application of chemicals to the water, such as, chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of de-chlorination. Supervision may be exercised over subordinate employees in the performance of their assigned duties. It also includes assisting in the efficient operation and maintenance of Sanitary Sewer Pump Stations.

**EXAMPLES OF WORK;** (Illustrative Only)

**CREW LEADER**

- Responds to all call-ins and call-outs;
- Leads and participates in the construction of water lines, sanitary sewer lines, manholes, catch basins, hydrants, valves and other appurtenances;
- Leads and participates in the construction and repairs of roads and sidewalks;
- Leads and participates in the repairs to the Village water, sanitary sewer and storm drainage systems;
- Leads and participates in excavation, drainage and embankment projects;
- Leads and participates in the construction and reconstruction of roadways and retaining wall.

### CREW LEADER (continued)

- Leads and participates in the cleaning repair or replacement of ditches, culverts, catch basins, hydrants, valves and other appurtenances;
- Leads and participates in the cutting of brush, trimming of trees, setting fences and guide rails and posts;
- Leads and participates in the repairs and maintenance of Village buildings;
- Leads and participates in snow plowing and removal operations;
- Operates construction and automotive equipment in connection with the above work.

### WATER TREATMENT PLANT OPERATOR-TYPE B PLANT

- Operates pumps, valves, motors, and related machinery and equipment;
- Performs maintenance work and makes repairs to machinery and equipment;
- Records readings of meters, gauges and scales;
- Regulates and adjusts chlorinators;
- Takes samples of water for testing;
- Makes necessary tests for control of plant operation;
- Keeps a log of plant operations and related records.

### REQUIRED KNOWLEDGE AND ABILITIES

#### CREW LEADER

Ability to direct the work of machine equipment operators and laborers engaged in the performance of routine tasks; ability to make project plans and work schedules; ability to read and interpret engineering drawings and specifications; ability to keep records and make reports of the work accomplished; ability to understand and follow oral and written directions; the ability to get along well with others; physical endurance and good physical condition.

Also includes the ability to operate construction equipment including backhoes, power shovels, loaders, graders, rollers, paving machines, sewer jetters, aerial lifts, compressors, jack hammers, snow plows and snow removal equipment.

Possession of a New York State Commercial Drivers License (CDL).

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

**WATER TREATMENT PLANT OPERATOR- TYPE B PLANT**

Good knowledge of the practices used and equipment required in the operation and maintenance of a Type B Plant with facilities for the application of chemical to water, such as, chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of dechlorination; working knowledge of the principles and application of physics, chemistry, and bacteriology as they relate to water purification; skill in the operation and repair of pumps, valves, and related mechanical and electrical equipment; ability to read, understand and record data from gauges, scales, and meters; ability to make routine laboratory and field test for control of plant operation; ability to understand and carry out oral and written instructions; mechanical aptitude; alertness and dependability; good physical condition.

Possession of a Type IIB Water Treatment Plant Operator's Certificate.

**ACCEPTABLE EXPERIENCE:**

Five years experience in construction work, road building or water and sewer lines. Two years experience as a Foreman or Crew Leader of construction crews involved in public works projects.

Meets the acceptable experience and training for a Type II B Water Treatment Plant Operator as described in the Type B Water Treatment Plant Operator Job Description.

**WATER TREATMENT PLANT OPERATOR**  
**AND**  
**MOTOR EQUIPMENT OPERATOR**

**GENERAL STATEMENT OF DUTIES;** This position combines the duties of Water Treatment Plant Operator and Motor Equipment Operator. As a Water Treatment Plant Operator he/she will perform all the duties described under the Type B and D Water Treatment Plant Operator job description. As a Motor Equipment Operator he/she will perform all duties described under the Motor Equipment Operator job description. Oversees the work of assigned Laborers or Motor Equipment Operators.

**DISTINGUISHING FEATURES OF THE CLASS;** This work includes the Distinguishing Features of the Type B and D Water Treatment Plant Operator and the Distinguishing Features of the Motor Equipment Operator. It involves the responsibility for the efficient operation and maintenance of a Type B and D Water Treatment Plant. It also includes the responsibility for the safe and efficient operation and care of construction equipment and trucks in the performance of assigned tasks.

**EXAMPLES OF WORK** (Illustrative Only)

**WATER TREATMENT PLANT OPERATOR**

- Operates pumps, valves, motors, and related machinery and equipment;
- Performs maintenance work and makes repairs to machinery and equipment;
- Records readings of meters, gauges, and scales;
- Regulates and adjusts chlorinators;
- Takes samples of water for testing;
- Makes necessary tests for control of plant operation;
- Keeps a log of plant operations and related records.

**MOTOR EQUIPMENT OPERATOR**

- Oversees the work of assigned Laborers and Motor Equipment Operators;
- Operates backhoes, power shovels, bulldozers, graders and other heavy Automotive equipment;
- Operates snow plow and related snow removal equipment;
- Operates a truck in connection with hauling material and transport of workmen, tools and equipment;
- Performs regular preventive maintenance on assigned vehicles and equipment;
- Performs minor mechanical repairs on assigned vehicles and equipment and keeps them *in* clean condition.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: WATER**

**TREATMENT PLANT OPERATOR-TYPE B PLANT**

Good knowledge of the practices used and equipment required in the operation and maintenance of a Type B Plant with facilities for the application of chemicals to water, such as, chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of de-chlorination; working knowledge of the principles and application of physics, chemistry, and bacteriology as they relate to water purification; skill in the operation and repair of pumps, valves, and related mechanical and electrical equipment; ability to read, understand and record data from gauges, scales, and meters; ability to make routine laboratory and field tests for control of plant operation; ability to understand and carry out oral and written instructions; mechanical aptitude; alertness, dependability; good physical condition. Possession of a Grade II B and D Water Treatment Plant Operator's Certificate.

**MOTOR EQUIPMENT OPERATOR**

Possession of a New York State Commercial Driver's License (CDL). Good knowledge of the operation of a construction equipment, trucks and other equipment. Ability to understand project plans, engineering drawings and oral and written instructions; to oversee the work of assigned motor equipment operators and laborers, mechanical aptitude, industry and good physical condition

**ACCEPTABLE EXPERIENCE:**

Two years experience in the actual operation of construction equipment. Meets the acceptable experience and training as described in the Type IIB and D Water Treatment Plant Operator job description.

## MOTOR EQUIPMENT OPERATOR

### GENERAL STATEMENT OFR DUTIES:

Operates one or more types of automotive equipment and performs a variety of manual tasks in connection with such operation; does related work as required..

### DISTINGUISHING FEATURES OF THE CLASS:

Work involves responsibility for the safe and efficient operation and care of motor equipment in the performance of assigned tasks. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment. Work can be performed as individual or under supervision.

### EXAMPLES OF WORK: (Illustrative only)

Operates a truck in connection with the hauling of material;  
Operates a truck to transport workmen, tools and other equipment;  
Operates a snowplow or related snow removal equipment;  
Performs minor mechanical repairs on automotive equipment;  
On assignment, operates backhoe, loader, bulldozer, grader, power shovel, paving machine, rollers and automotive or other heavy equipment;  
Performs regular preventative maintenance on assigned vehicles and maintain them in clean condition;  
Loads and unloads trucks;  
Operates air compressor, sewer jetter, jackhammer, concrete mixer and pumps;  
Assists in patching, grading and paving streets, sidewalks, curbs and building manholes;  
Rakes, tamps and shovels cold patch;  
Excavates and backfills for new construction and repairs;  
Cleans and flushes streets, culverts and catch basins;  
Clears clogged up sewers;  
Shovels and removes snow from streets, culverts and catch basins;  
Assists in the repair of sewers, catch basins, hydrants, mains and services;  
Collects and disposes rubbish;  
Performs unskilled work in connection with the painting and maintenance of signs, bridges and buildings;  
Digs and refills trenches for water and sewer pipe lines;  
Lays sewer pipe;  
Works on brush collection route, lifting brush from curb to truck, or emptying brush in truck;  
Cuts grass, trims shrubs, rakes leaves, spades flower beds and assists in ground maintenance activities;  
Directs trucks on dump grounds;  
Oversees and participates in trash dumping, dump cleaning and leveling;  
Performs general building and grounds cleaning tasks;

**REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:**

Good knowledge of the operation of trucks, tractors and other types of construction and automotive equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; good physical condition.

**ACCEPTABLE EXPERIENCE AND TRAINING:**

Two years of experience in the operation of some type of construction and automotive equipment.

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:**

Candidate must possess a New York State Commercial Driver's License (CDL).

## LABORER

**GENERAL STATEMENT OF DUTIES:** Performs routine manual work; does related work as required.

### **DISTINGUISHING FEATURES OF THE CLASS: (Illustrative Only)**

Operates air compressor, jackhammer, concrete mixer and pumps;  
Assists in patching and grading and paving of streets and building manholes;  
Rakes, tamps and shovels cold patch;  
Loads and unloads trucks;  
Excavates and backfills for new construction and repairs;  
Cleans and flushes streets, culverts and catch basins;  
Clears clogged up sewers;  
Shovels and remove snow from streets, sidewalks, and park and recreational areas;  
Assists in the repair of sewers, catch basins, hydrants, mains and services;  
Collects and disposes rubbish;  
Performs unskilled work in connection with the painting and maintenance of signs, bridges and buildings;  
Digs and refills trenches for water and sewer pipe lines;  
Lays sewer pipe;  
Assists in repairing sweepers and making brooms;  
Works on brush collection routes lifting brush from curb to truck, or emptying brush in truck;  
Cuts grass, trims shrubs, rakes leaves, spades flower beds and assists in ground maintenance activities;  
Directs trucks on dump grounds;  
Participates in trash dumping, dump cleaning and leveling;  
Performs general building and grounds cleaning tasks.

### **FULL PERFORMANCE REQUIRED KNOWLEDGES, SKILLS AND**

**PERSONAL CHARACTERISTICS:** Willingness to perform routine manual work; ability to lift heavy weights of ninety (90) pounds; willingness to work under all weather conditions; physical endurance; sobriety; good physical condition.

**MINIMUM QUALIFICATIONS:** None is required but some experience in heavy manual labor desired.



## CREW LEADER

### GENERAL STATEMENT OF DUTIES:

This position leads a small group of employees in the completion of projects assigned by the Working Supervisor.

### DISTINGUISHING FEATURES OF THE CLASS:

#### CREW LEADER

This work involves the responsibility as a leader of a small group of motor equipment operators, truck drivers and laborers. As the crew leader he/she serves as a "straw boss" and as such participates in the work projects being carried out. His/her duties are to direct and insure that the employees working with him/her are doing their jobs properly and diligently. These duties include planning and layout of the work, assigning tasks and the operation of construction equipment necessary to complete the work.

### EXAMPLES OF WORK: (Illustrative Only)

- Leads and participates in the construction of water lines, sanitary sewer lines, manholes, catch basins, hydrants, valves and other appurtenances;
- Leads and participates in the construction and repairs of roads and sidewalks;
- Leads and participates in the repairs to the Village water, sanitary sewer and storm drainage systems;
- Leads and participates in excavation, drainage and embankment projects;
- Leads and participates in construction and reconstruction of roadways and retaining walls;
- Leads and participates in the cleaning repair or replacement of ditches, culverts, catch basins and drainage structures;
- Leads and participates in the cutting of brush, trimming of trees, setting fences and guide rails and posts;
- Leads and participates in the repairs and maintenance of Village buildings;
- Leads and participates in snow plowing and removal operations;
- Operates construction and automotive equipment in connection with the above work.

**REQUIRED KNOWLEDGE AND ABILITIES:**

Ability to direct the work of machine equipment operators and laborers engaged in the performance of routine tasks; ability to make project plans and work schedules; ability to read and interpret engineering drawings and specifications; ability to keep records and make reports of the work accomplished; ability to understand and follow oral and written directions; the ability to get along well with others; physical endurance and good physical condition.

Also includes the ability to operate construction equipment including backhoes, power shovels, loaders, graders, rollers, paving machines, sewer jetters, aerial lifts, compressors, jack hammers, snow plows and snow removal equipment.

Possession of a New York State Commercial Drivers License (CDL).

**ACCEPTABLE EXPERIENCE:**

Five years experience in construction work, road building or water and sewer lines construction. Two years experience as a Foreman or Crew Leader of construction crews involved in public works projects.

High School graduate.

## WATER TREATMENT PLANT OPERATOR

### TYPE B PLANT

#### GENERAL STATEMENT OF DUTIES:

Has responsibility during an assigned shift for the actual operation of a water treatment plant; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: This is routine but important work involving responsibility during a shift for the efficient operation and maintenance of a Type B Water Treatment Plant with facilities for the application of chemicals to the water, such as, chlorine or chlorine compounds, chloring-dioxide, chlorine-ammonia, fluoride compounds, or the process of dechlorination. The work is performed under general supervision of an operation qualified to be in charge of the operation of the plant. Supervision may be exercised over subordinate employees in the performance of their assigned duties.

#### EXAMPLES OF WORK: (Illustrative Only)

Operates pumps, valves, motors, and related machinery and equipment;  
Performs maintenance work and makes minor repairs to machinery and equipment;  
Records readings of meters, gauges, and scales;  
Regulates and adjusts chlorinators;  
Washes filter beds and settling basins, if existing;  
Takes samples of water for testing;  
Makes necessary tests for control of plant operation;  
Assists in the instruction of trainees;  
Supervises the work of laborers and other subordinate employees;  
Keeps a log of plant operations and related records;  
Performs custodial duties in connection with the maintenance of buildings and grounds.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES: Good knowledge of the practices used and equipment required in the operation and maintenance of a Type B Plant with facilities for the application of chemicals to water, such as, chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of dechlorination; working knowledge of the principles and application of physics, chemistry, and bacteriology as they relate to water purification; skill in the operation and repair of pumps, valves, and related mechanical and electrical equipment; ability to read, understand and record data from gauges, scales, and meters; ability to make routine laboratory and field tests for control of plant operation; ability to understand and carry out oral and written instructions; mechanic aptitude; alertness and dependability; good physical condition.

**ACCEPTABLE EXPERIENCE AND TRAINING:**

**I. Type B Plant whose designed capacity exceeds 4.0 million gallon per day**

**Graduation from high school or possession of a New York State high school equivalent diploma; satisfactory completion of an appropriate course of instruction approved by the Public Health Council; not less than six months of satisfactory experience in the actual operation of a water treatment plant with facilities for the application to the water of chemicals having direct health significance such as chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of dechlorination, or any similar process.**

**II. Type B Plant whose designed capacity is 1.0 to 4.0 million gallons per day or Type B Plant whose designed capacity is less than 1.0 million gallons per day:**

**Graduation from high school or possession of a New York State high school equivalent diploma; satisfactory completion of an appropriate course of instruction approved by the Public Health Council; not less than six months of satisfactory experience in the actual operation of a water treatment plant with facilities for the application to the water of chemicals having direct health significance such as chlorine or chlorine compounds, chlorine-dioxide, chlorine-ammonia, fluoride compounds, or the process of dechlorination, or any similar process.**

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATION:**

**I. Type B Plant whose designed capacity exceeds 4.0 million gallons per day**

**Eligibility for a Grade II-B and D certificate issued under the provisions of the New York State Sanitary Code:**

**III. Type B Plant whose designed capacity is 1.0 to 4.0 million gallons per day or Type B Plant whose designed capacity is less than 1.0 million gallons per day**

**Eligibility for a Grade III-B and D certificate issued under the provisions of the New York State Sanitary Code.**

## TRUCK DRIVER

**GENERAL STATEMENT OF DUTIES:** Operates one or more trucks and performs routine manual work; does related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** (illustrative only)

Work involves the responsibility for the safe and efficient operation and care of automotive equipment in the performance of assigned tasks. An employee in this class also is required to perform recurring manual duties related to the operation of equipment. Work can be performed as individual or under supervision.

**EXAMPLES OF WORK:**

- Operates a truck in connection with hauling material;
- Operates a truck to transport workmen, tools and other equipment;
- Operates a snowplow;
- Performs regular preventive maintenance on assigned vehicles and maintains them in clean condition;
- Operates air compressor, jackhammer, concrete mixer and pumps;
- Assists in patching and grading and paving of streets and building manholes;
- Rakes, tamps and shovels cold patch;
- Loads and unloads trucks;
- Backfills for new construction and repair;
- Cleans and flushes streets, culverts and catch basins;
- Clears clogged up sewers;
- Shovels and removes snow from streets, sidewalks, parks and recreational areas;
- Assists in the repair of sewers, catch basins, hydrants, mains and services;
- Collects and disposes rubbish;
- Performs unskilled work in connection with the painting and maintenance of signs, bridges and buildings;
- Digs and refills trenches for water and sewer pipe lines;
- Lays sewer pipe;
- Assists in repairing sweepers and making brooms;
- Works on brush collection routes lifting brush from curb to truck, or emptying brush in truck;
- Cuts grass, trims shrubs, rakes leaves, spades flower beds and assists in ground maintenance activities;
- Directs trucks on dump grounds;
- Participates in trash dumping, dump cleaning and leveling;
- Performs general building and grounds cleaning tasks.

**KNOWLEDGES, SKILLS AND ABILITIES:** Good knowledge of the operation of trucks, tractors and automotive equipment; ability to understand and carryout simple oral or written instructions, mechanical aptitude. Willingness to perform routine manual work; willingness to work under all weather conditions; physical endurance; sobriety; good physical condition.

**MINIMUM QUALIFICATIONS:** Possession of a New York State Commercial Driver's License (CDL); Experience in heavy manual labor desired.

**APPENDIX A**

**EMPLOYEE DISCIPLINE POLICY**

# Village of Ballston Spa

SARATOGA COUNTY SEAT  
66 FRONT STREET

Ballston Spa, N. Y. 12020

From the Office of Village Clerk

## EMPLOYEE DISCIPLINE POLICY

- I. Intent
- II. Proscriptions and Sanctions
- III. Procedures
- IV. Exemplar - "Write-up"

### I. Intent

This policy is enacted to promote certainty; the establishment of normative requirements of deportment with which the Village worker must comply. Inculcation of the work force with reasonable and defined expectations will facilitate conformance of conduct with this policy and obviate future misunderstanding through elimination of ambiguity. The result will be a more efficient and ordered work force achieving the public benefits the provision of which this municipality is charged with by its citizens.

### II. Proscription and Sanctions

Furnished as Schedule A is a chart of work rules governing employment in the service of the Village. There are some thirty different rules all of which are congruent with normal standards in a workplace. The chart includes stated sanctions for first, second, third and fourth and/or repeated breach of each rule.

### III. Procedures

a) Provisional Employees may be discharged for any lawful reason at any time without charges preferred. Statement of reasons given or a hearing held.

b) 1. Persons holding a position by permanent employment in the competitive class of the classified civil service shall not be removed or otherwise subjected to any disciplinary penalty provided for in this Article III "Procedures" except for incompetency or misconduct shown after a hearing upon stated charges pursuant to this section "b".

2. Procedure A person against whom removal or other disciplinary action is proposed shall have written notice thereof and of the reasons therefor. He or she shall be furnished a copy of the charges preferred against him or her and shall be allowed at least eight days for answering the same in writing. The hearing upon such charges shall be held by the officer or body having power to remove the person against whom such charges are preferred or by a deputy or other person designated by such officer or body in

writing for that purpose. In case a deputy or other person is so designated, he shall, for the purpose of such hearing, be vested with all the powers of such officer or body and shall make a record of such hearing which shall, with his recommendations, be referred to such officer or body for review and decision. The person or persons holding such hearing shall, upon the request of the person against whom charges are preferred, permit him to be represented by counsel, or by a representative of a recognized or certified employee organization, and shall allow him to summon witnesses in his behalf. The burden of proving incompetency or misconduct shall be upon the person alleging the same. Compliance with the technical rules of evidence shall not be required.

3. Suspension pending determination of charges; penalties. Pending the hearing and determination of charges of incompetency or misconduct, the officer or employee against whom such charges have been preferred may be suspended without pay for a period not exceeding thirty days. If such officer or employee is found guilty of the charges, the penalty or punishment may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of such officer or employee, suspension without pay for a period not exceeding two months, demotion in grade and title, or dismissal from the service; provided, however, that the time during which an officer or employee is suspended without pay may be considered as part of the penalty. If he is acquitted, he shall be restored to his position with full pay for the period of suspension less the amount of any unemployment insurance benefits he may have received during such period. If such officer or employee is found guilty, a copy of the charges, his written answer thereto, a transcript of the hearing, and the determination shall be filed in the office of the department or agency in which he has been employed, and a copy thereof shall be filed with the civil service commission having jurisdiction over such position. A copy of the transcript of the hearing shall, upon request of the officer or employee affected, be furnished to him without charge.

4. Notwithstanding any other provision of law, no removal or disciplinary proceeding shall be commenced more than eighteen months after the occurrence of the alleged incompetency or misconduct complained of and described in the charges provided, however, that such limitation shall not apply where the incompetency or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

c) Also subject to the procedures, protections and provisions of section "b" of this Article III of the Employment Disciplinary Policy in all respects, are the following classes of Village worker.

i) Employees in the non-competitive class (except for positions designated in rules of municipal civil service commission as confidential or requiring the performance of functions



influencing policy) who, since his or her last entry into service has completed at least five years of continuous service in the non-competitive class (in positions not designated in the rules as confidential or requiring performance of functions influencing policy)

ii) A person holding a position by permanent appointment or employment in the classified (i.e., competitive, non-competitive, labor and exempt) service of the village who was honorably discharged or released under honorable circumstances from the U.S. armed forces having served therein in time of war (as per Civil Service Law §85) or who is an exempt volunteer fire fighter (as defined in the General Municipal Law) except if the person holds the position of private secretary, cashier or deputy of any official or department.

iii) Employees in the Police Department holding the position of detective for a period of three continuous years or more except that no hearing is required when a reduction of rank (from detective) is based solely on reasons of the economy, consolidation or abolition of functions, curtailment of activities or otherwise.

d) Persons in the Exempt, Labor, and noncompetitive classes of the Classified Civil Service in Village service who are not covered by preceding portions of this Article III may be disciplined without hearing, including removal, in good faith for any lawful reason.

#### IV. Exemplar of Disciplinary "Write-Up"

Attached as an exhibit to this Policy is an "Employee Warning Report". A form of substantially similar contents shall be used by the Village for any written warnings to employees.

DISCIPLINARY AND WORK RULES

<u>VIOLATION</u>	<u>1st. OFFENSE</u>	<u>2nd. OFFENSE</u>	<u>3rd OFFENSE</u>	<u>4th and/or REPEATED OFFENSE</u>
1. Failure to report to work without notifying your Supervisor in accordance with Departmental Policy.	oral warning	written warning	suspension review for discharge.	discharge
2. Failure to report to work following the expiration of an approved leave without authorization.	written warning	suspension -- review for discharge.	discharge	
3. Unauthorized absence which includes: a) absence which has not been approved in advance by the Supervisor; b) absence which has not been excused for emergency or medical reasons; c) absence for reason other than that specified in the authorization.	oral warning	oral warning	written warning	suspension review for discharge
4. Absence for which leave has been disapproved or withdrawn.	suspension -- review for discharge			
5. Unauthorized extension of rest breaks or lunch periods.	oral warning	oral warning	written warning	suspension review for discharge.
6. Tardiness	oral warning	oral warning	written warning	suspension review for discharge
7. Engaging in any conduct which may result in a safety hazard or unsanitary condition.	oral warning	written warning	suspension -- review for discharge	discharge
8. Incompetency or inability to perform assigned work.	oral warning	written warning, re-evaluation, possible re-assignment or demotion	discharge	
9. Neglect of job duties or responsibilities.	oral warning	written warning	suspension -- review for discharge	discharge
10. Sleeping or wasting time during working hours.	oral warning	oral warning	written warning	suspension review for discharge

<u>VIOLATION</u>	<u>1st. OFFENSE</u>	<u>2nd. OFFENSE</u>	<u>3rd. OFFENSE</u>	<u>4th and/or REPEATED OFFENSE</u>
1. Discourteous treatment of the public or any other conduct which does not merit the public trust.	oral warning	written warning	suspension -- review for discharge	discharge
2. Vending, soliciting, collecting contributions or circulating literature for any purpose during working hours without prior authorization.	oral warning	written warning	suspension -- review for discharge	discharge
3. Stopping work or leaving work area before specified quitting time without authorization.	written warning	suspension -- review for discharge	discharge	
4. Signing in or out or punching in or out for another employee.	written warning	discharge		
5. Failure to follow job instructions, directions or departmental procedures and policies.	oral warning	written warning	suspension -- review for discharge	discharge
6. Conducting personal business during working hours, using Village property, materials or equipment for personal business.	oral warning	written warning	suspension -- review for discharge	discharge
7. Transporting, picking up or delivering unauthorized passengers or use of Village vehicles for personal business.	written warning	suspension -- review for discharge	discharge	
8. Abusive, profane or threatening language to the Supervisor, fellow employees or otherwise threatening, intimidating or coercing other employees.	written warning	suspension -- review for discharge	discharge	
19. Fighting or provoking a fight.	suspension -- review for discharge	discharge		
20. Negligence, carelessness or willful acts which result in damage to Village property or the property of another employee or citizen while on duty.	written warning	suspension review for discharge	discharge	

<u>VIOLATION</u>	<u>1st. OFFENSE</u>	<u>2nd. OFFENSE</u>	<u>3rd. OFFENSE</u>	<u>4th and/or 5th OFFENSE</u>
21. Unauthorized use and /or removal of Village property, records or any other materials from Village premises.	suspension -- review for discharge	discharge		
22. Unauthorized possession of firearms, weapons or explosives on persons and / or on Village property.	suspension -- review for discharge	discharge		
23. Possession of intoxicants on Village property.	written warning	suspension -- review for discharge	discharge	
24. Working under the influence of intoxicants or drugs (except with a doctor's prescription).	suspension -- review for discharge	discharge		
25. Selling of drugs and /or intoxicants on Village property.	discharge			
26. Refusal to follow job instructions. Insubordination.	suspension -- review for discharge	discharge		
27. Soliciting or accepting any financial or non - financial reward in return for special consideration in the providing of services or awarding of contracts.	suspension -- review for discharge	discharge		
28. Theft of Village property.	suspension -- review for discharge	discharge		
29. Falsifications of Village forms or records, including employment application, daily work sheets and attendance records; willfull misrepresentation of facts; forging another's signature.	suspension -- review for discharge	discharge		
30. Conviction of a crime or engaging in unlawful or improper conduct which; a) affects the employee's ability to perform the job or report to work; b) results in the reluctance or refusal of other employees to work with him or her; c) harms the Village reputation or the public trust.	suspension --	discharge		

PLEASE NOTE:

1. Any three (3) oral or written warnings received for a violation of the same rule within a thirty (30) consecutive month period shall be considered misconduct and will result in a suspension and review for discharge.
2. Any three (3) written warnings received for a violation of any rules within a thirty (30) consecutive month period shall be considered misconduct and will result in suspension and review for discharge.
3. Oral warnings will be noted in the employee's personnel file by recording the date, time, offense and name of the supervisor issuing the warning. Written warnings will be made on the attached Employee Warning Record and placed in the employee's personnel file.
4. The Penalties noted above may, after consultation with the Personnel Office, be modified by the Department Head or his authorized designee depend upon the circumstances surrounding said violation of the work rule. EXAMPLE: Oral warning may be modified and moved directly to discharge.
5. Disciplinary actions undertaken by the Village are subject to the normal grievance procedure provided for in the Labor Agreement.

APPENDIX B

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HEALTH INSURANCE RETIRED EMPLOYEES

PLEASE NOTE:

1. Any three (3) oral or written warnings received for a violation of the same rule within a thirty (30) consecutive month period shall be considered misconduct and will result in a suspension and review for discharge.
2. Any three (3) written warnings received for a violation of any rules within a thirty (30) consecutive month period shall be considered misconduct and will result in suspension and review for discharge.
3. Oral warnings will be noted in the employee's personnel file by recording the date, time, offense and name of the supervisor issuing the warning. Written warnings will be made on the attached Employee Warning Record and placed in the employee's personnel file.
4. The Penalties noted above may, after consultation with the Personnel Office, be modified by the Department Head or his authorized designee dependent upon the circumstances surrounding said violation of the work rule. EXAMPLE: Oral warning may be modified and moved directly to discharge.
5. Disciplinary actions undertaken by the Village are subject to the normal grievance procedure provided for in the Labor Agreement.

APPENDIX B

HEALTH INSURANCE RETIRED EMPLOYEES



# Village of Ballston Spa

SARATOGA COUNTY SEAT  
66 FRONT STREET

Ballston Spa, N. Y. 12020

## HEALTH INSURANCE - RETIRED EMPLOYEES

### Background:

- 1) The majority of municipalities provide a health insurance plan for employees who have retired from their service.
- 2) We believe that hardworking, loyal employees should be rewarded for their many years of dedicated service.
- 3) The continued escalating costs for health insurance premiums is affecting all sectors of the economy. For this reason it is necessary that a ceiling be placed on the amount that the Village will contribute.

### Current Policy:

- A) Specific number of years service to determine eligibility for benefit not defined only need to retire from the Village.
- B) No distinction between part-time and full-time employees
- C) The Village pays 50% of the premium for a Single employee until age 65, then at this point when the employee is Medicare eligible the Village provides an additional \$42.50 per month for the Part B premium.
- D) For individuals in the Family Plan the Village pays 50% of the Single rate plus 35% of the difference between the single rate and family rate, then at age 65 or when those who become Medicare eligible the Village provides an additional \$42.50 per person per month for the Part B premium.
- E) Surviving spouses of retired employees pay full share (minus Medicare part B reimbursement)

### Revised Policy:

- A) Employees who are receiving benefits prior to June 1, 1996 will continue to have benefits calculated as above but capped at a maximum of \$295.00 Family or \$147.50 Single per month, contribution by the Village. Surviving spouse will continue same
- B) Employees retiring on or after June 1, 1996, the Village will pay 100% of a Family Plan up to a maximum of \$295.00 per month or 100% of a single plan rate up to \$147.50 per month.  
Surviving spouses of retired employees will pay 100%
- C) The following eligibility requirements for retirement health plan benefits will be implemented and applicable to all employees retiring on or after June 1, 1996:
  - 1) The individual must retire from Village service as a full time employee
  - 2) Years of service are based upon each employees anniversary date, defined as commencing with full time employment in the Village.

- 3) Part time and summer time employment does not qualify an individual for retirement health benefits
- 4) Retirement incentive awards will apply when determining health benefit credits i.e. full time years service.
- 5) Time on disability will not be considered when calculating years of service.
- 6) Time on workmens's compensation will be considered when determining years of service
- 7) The following sliding scale of contribution by the Village will be based on a full time employees years of service

FULL TIME YEARS SERVICE	% VILLAGE CONTRIBUTION	\$\$ VILLAGE CONTRIBUTION
20	0	Current Rates
21	20	Current Rates
22	40	Current Rates
23	60	Current Rates
24	80	Current Rates
25	100	Current Rates

*Annex C*