

LABOR AGREEMENT
BETWEEN

**VILLAGE OF TRUMANSBURG
DEPARTMENT OF PUBLIC WORKS**

Trumansburg, New York

AND

TEAMSTERS LOCAL UNION 317

Effective December 1, 2018 – May 31, 2022



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ARTICLE 1 – RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Council 18, hereinafter called the “Union”, and The Village of Trumansburg, New York, hereinafter called the “Village” or “Employer”.

The Employer recognizes the Union as the exclusive representative of all employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees’ Fair Employment Act, Article 14 of Civil Service Law case C-6503 (Taylor Law):

All full-time and part-time Public Works Maintenance Workers, Laborers and Working Supervisors.
Excluded: All other Village employees.

ARTICLE 2 - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplements Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 - UNION SECURITY

Employees have the right to join, not join, maintain or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have Teamster Local 317 as their bargaining representative for the purposes of negotiating and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. For present employees, payment of Union dues shall commence no later than thirty (30) days following the effective date of execution of this Agreement, whichever is later. For new employees, the payment shall start no later than thirty (30) days following the date of employment.

To the extent such amendment may become permissible under Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions and/or management rights to apply or become effective in situations not now permitted by law.

SECTION 2 - DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all employees who join the Union and complete the dues check-off form, the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, or within thirty (30) days, whichever is earlier.

The Union shall certify to the Employer each month in writing a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification and dues check-off form and remit to the Union in one lump sum.

The Employer shall notify the Union the names of all new bargaining unit employees hired since the last list was submitted and delete the names of employees who are no longer employed according to New York law.

Other Deductions: The Employer, upon written instruction from the employee and in accord with state and federal ERISA and the New York Labor Law, shall make deductions from the employee's wages for credit union transfers, savings accounts, Christmas Clubs, and any similar deduction. Deductions shall be made weekly and remittance to the appropriate financial institution(s).

SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's DPW facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to.

SECTION 4 – STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, process grievances, and participate in contract negotiations on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay, but subject to a 3 hour per month maximum unless a grievance is pending. Such time spent in handling or investigating grievances (including time spent at hearings or interrogatory interviews) during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and /or weekly overtime if within the regular schedule of the "Steward". All time spent during non-regularly scheduled working hours shall not be deemed time worked and shall be unpaid time, including as the same is undertaken in furtherance of Union business. If any allowed and herein credited time creates overtime, the Steward may elect to treat the same as overtime or compensable time as otherwise set forth in this Agreement for other overtime work.

SECTION 5 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990) , political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 – NO STRIKE / LOCKOUT

The Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees. The Union and the employees, as a consequence of the no strike policy, may not refuse to cross any Union picket line when municipal work is required, and they are so directed to complete such work.

SECTION 7 - BULLETIN BOARD

The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement.

Except to the extent expressly abridged by a specific provision of this Agreement, the Village reserves and retains solely and exclusively all of its inherent rights to operate and manage its business in all respects in accordance with their commitments and responsibilities whether such rights were previously exercised or not and to make and alter from time to time rules and regulations to be observed by the employees, including without limiting same, the right to discontinue old methods and to initiate any technical changes as well as any form or type or type of new method procedures to determine services to be rendered or supplied; to determine the size of the working force; to determine policy affecting selection or training of new employees; to hire and assign employees of its own selection, and to determine the number to be employed; to extend, maintain, curtail, sell, or terminate all or any part of the operations of the Employer; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York; and to supplement, not replace, the work force by hiring seasonal workers, temporary workers and contractors, to perform bargaining unit work.

ARTICLE 5 - BARGAINING UNIT / SUBCONTRACTING

SECTION 1 – DEFINED

Except as within the management rights of the Village, the terms and conditions of this Agreement shall apply to all Employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Village Employees in the Bargaining Unit as defined in Article 1.

SECTION 2 - PROTECTION OF UNIT WORK

Except as within the management rights of the Village, bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement.

SECTION 3 – SUBCONTRACTING

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees or that reduces the number of bargaining unit employees.

ARTICLE 6 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 – PROBATION

Non-provisionally and provisionally hired employees shall work under the provisions of this Agreement, however, non-provisionally hired employees shall be employed on a probationary basis for no more than 52 weeks, during which period such employee may be discharged at will, with or without cause and without recourse, except that the Employer shall not discharge or discipline for purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list.

After 52 weeks, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

Provisionally hired employees may be discharged in accord with Civil Service Law, but if they become probational employees, the above rules shall apply and if more than 90 days was spent in provisional status, the probationary period of 52 weeks shall be reduced by the length of time spent in provisional status.

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, vacations.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5th) day before such employee's seniority shall be broken.

ARTICLE 7 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each state of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand or conducting an informal counselling or training session. The employee may be required to sign any counselling memorandum but such signature, standing alone, shall not indicate that the employee agrees with the summary or statements in such document. No recording devices of any kind shall be used during any

disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

ARTICLE 8 – GRIEVANCES

SECTION 1 - DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. The Union, and the Village shall have fifteen (15) working days from the occurrence of any dispute (a Matter), or the delivery of a disciplinary notice (a Notice), to grieve such Matter or, as to a Notice, make an election within such 15 days as to whether to proceed under the Village Personnel Policy and Civil service Law 75, or pursuant to the Grievance Procedure set forth below. If the matter is not grieved, it shall be deemed acceptable and all parties shall waive the right to grieve the Matter. If an election is not made upon Notice, then the Employer may proceed under Personnel Policy and the Civil Service Law upon the Notice, including to impose the disciplinary action proposed in the Notice pursuant to Law, and all parties shall have waived the right to grieve the Matter or the Notice.

SECTION 2 - GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

- Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the DPW Working Supervisor or Mayor to reach an amicable solution. The presentation may be either oral or written.
- Step 2: If an amicable solution is not achieved in Step 1 within 30 days, the second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a committee of two Village Trustees. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Village officers or employees, Witness, etc.) shall be present at the presentation. The presentation shall be written, and such writing shall be orally discussed between the persons and parties present.
- Step 3: In the event that the grievance is unresolved after 30 days in Step 2, either party may proceed to submit the issue to PERB, and the rules of procedure applicable to that forum shall be controlling, but in no event may the hearing officer or administrative law judge have the power to add to, subtract from, or alter the specific terms of this agreement (unless invalid, or void as against recognized public policy).

All filing fees and PERB expenses shall be equally between the Employer, on the one hand (to the extent of 50%), and all other parties, on the other hand (to the extent of the remaining 50%).

The PERB decision and award shall be in writing and delivered 30 days from the date the record is closed. The decision shall be final and binding upon the parties.

ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employees simultaneously with their being placed in the official personal history folder. Notwithstanding the foregoing, the Union and employee acknowledge that FOIL and the PPPL may require redaction of certain privileged or personally identifying information.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material. Notwithstanding the foregoing, the document retention and destruction rules and schedules of the NYS Archives and Department of Education shall apply to personal files and all Village records.

ARTICLE 10 – EXAMINATIONS / LICENSES

Any expense for any examinations or licensing, required by the Employer or required by law shall be paid by the Employer except to the extent that the employee's health insurance covers such expenses, in which case such portion paid by the employee's health insurance shall be the responsibility of the employee.

The Employer will reimburse employees for the cost of an initial or renewal of a Commercial Drivers License (CDL) minus the amount for a regular Class D license at the time of reimbursement.

The Employer will permit the employee to gain experience using Village equipment and will allow Village equipment to be used for the driving test.

Further, it is agreed that no employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

ARTICLE 11 - HEALTH AND SAFETY

SECTION 1 – EQUIPMENT

The Employer is responsible for assuring that all equipment is in safe working order. The Employer shall not require any employee to operate any equipment that is not in safe operating conditions or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes in not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It is the obligation of the employee to report any dangerous conditions, and the Employer is responsible to follow-up on reports of dangerous conditions in a timely way and to suspend use of any vehicle or equipment pending correction and certification of the vehicle's safety. Once any item of equipment or any vehicle is ready to return to regular duty usage it shall be conspicuously tagged with an "OK" for at least 3 working days to signify that the problem, complaint, or report has been satisfactorily investigated and any issues or repairs undertaken and effected. It shall not be a violation of this Agreement for employees to refuse to operate such equipment

SECTION 2 - DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in dangerous conditions of work.

While plowing, highway work, and the operation of electrical tools and heavy machinery and vehicles is inherently dangerous, employees shall not be assigned or required to engage in any activity involving particularly hazard conditions of work unless proper permits (e.g., confined entry permits), safety equipment (e.g., harnesses, bracing, grounding), and compliance with law and regulations is demonstrated in a manner consistent with reasonable industry best practices designed to avoid and minimize known hazards.

SECTION 3 - PROTECTIVE CLOTHING

The Employer shall provide rubber boots, gloves, rain gear to the employees that is necessary gear for adequate protection from inclement weather conditions. The Employer shall also provide standard safety equipment, such as hard hats, ear plugs, safety glasses, safety vest, and flags. The Employer shall also ensure that upon an annual basis each employee has at least five (5) functional T-shirts and one (1) sweatshirt with the Village logo.

ARTICLE 12 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for all employees shall be forty (40) hours. The standard guaranteed workweek shall consist of five (5) consecutive guaranteed eight (8) hour workdays running from Monday through Friday. All hours worked or paid in excess of eight (8) hours per day where applicable or forty (40) hours per week or both shall be compensated at the rate of one and one-half times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement. Normal work hours shall be from 6:30 am to 3:00 pm Monday through Friday.

All employees shall receive a minimum guarantee of three (3) hours pay at the overtime rate of pay when called to work on an unscheduled day. All hours worked outside of employees' regular schedule shall be paid at the overtime rate of pay.

All employees shall be paid for all breaks. There shall be a fifteen (15) minute paid break in the morning and an additional fifteen (15) minute break in the afternoon when employees are scheduled to work eight (8) hours. All employees may take both fifteen (15) minute breaks back to back depending on the day's work schedule. All employees will receive a one-half (½) hour unpaid lunch break between the hours of 11:00 am and 1:00 pm.

Overtime shall be distributed as equally as possible. No part-time or seasonal employee shall be offered any overtime until after all full-time employees have refused. While overtime should be evenly distributed, this rule yields to (i) working supervisors, who may receive disproportionate amounts of overtime; and (ii) the qualifications, experience, and nature of the services needed for any individual overtime call in work.

All bargaining unit employees shall rotate on-call weekend work with one (1) employee per weekend.

SECTION 2 – WAGES

The following wage increases effective June 1st of each year of this Agreement:

June 1, 2018	3%
June 1, 2019	2%
June 1, 2020	2%
June 1, 2021	2%

Employees who are assigned to be on-call for designated weekends shall receive a flat \$25.00 on-call weekend stipend. The weekend stipend shall be in addition to any hourly wages established in this Agreement.

LONGEVITY: All employees hired prior to June 1, 2018 along with any new hires going forward after ratification of the contract will receive longevity pay as follows:

After fifteen years (15) of seniority employees will receive a one-time stipend of \$300.00; not added to base pay.

After twenty years (20) of seniority employees will receive a one-time stipend of \$500.00; not added to base pay.

After twenty-five years (25) of seniority employees will receive a one-time stipend of \$700.00; not added to base pay.

Longevity checks will be issued in a separate check.

MINIMUM WAGE LAW: To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

PAY DAY: Employees shall be paid on a bi-weekly basis by noon on Wednesday. Employees must enroll in direct deposit and/or payroll debit card (electronic funds) program is required unless prohibited by law.

SECTION 3 - CALL IN PROVISIONS

Any employee called in for work shall perform only the work for which he/she was called and shall be paid one-and-one-half times (1½) his/her regular rate of pay. Employees shall be paid for all time worked during such work, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of three (3) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

SECTION 4 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee on the next payday.

If an employee quits voluntarily or retires, the Employer shall pay all money due to the employee on the next pay period following such quitting.

If an employee dies the Employer shall pay all money due per NYS and Federal Law.

“Money due” shall include, but not be limited to, wages and accrued vacation.

SECTION 5 - LAY OFF and RECALL NOTICE

The Employer shall provide any employee being laid off with one week’s notice that he/she is being laid off or if such notice is not provided one week’s pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days’ notice of recall and such notice shall be mailed to the employee’s official address (by certified mail, with return receipt, and by first class mail) as provided to the Village by the employee. Employees shall be solely responsible for ensuring, that at all times, the Village has a current mailing address. The employee must either report to work upon the date stated in the recall notice or inform the Village within 5 days why that return-to-work date is not feasible. The failure to appear and respond shall be deemed a voluntary, irrevocable resignation. In the event of a response with no appearance, the Village may reasonably determine the adequacy of the reply and may require medical verification of unfitness for such return date. If the Village rejects the proffered information (or medical verification is not timely delivered, or deemed inadequate), the employee shall return to work upon the day specified in the recall notice or the next working day after the Village’s determination, or the employee will again be deemed to have resigned.

SECTION 6 - COMPENSATORY TIME

Employees may choose compensatory time off in lieu of overtime pay. Compensatory time will be earned at time and one-half for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week. Employees will have the option of accumulating up to one hundred (100) hours of compensatory time. The employee may choose in each pay period what portion of overtime is to be paid or to be accumulated as compensatory time. Compensatory time shall be granted in blocks of one (1) hour or more. Compensatory time not used by December 31 will be paid out in the next pay period.

ARTICLE 13- HEALTH AND WELFARE

The Employer shall continue to provide the current plan and ancillary benefits in effect that are offered by the Greater Thompkins County Municipal Health Insurance Consortium Excellus Blue PPO or its equivalent to all bargaining unit employees and their dependents.

The Employer agrees continue to pay 100% of the cost for single coverage and 80% of the cost of the difference between the family and single premiums. Employees shall reimburse their share through pretax payroll deduction.

The Employer agrees to pay 100% of the premium cost for family coverage and/or single coverage and continue to provide the current Dental Blue Options in effect or equivalent options.

The Employer agrees to provide New York State Disability Insurance to all bargaining unit employees.

ARTICLE 14 – PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. Both parties agree to abide by the rules of that system.

ARTICLE 15 – VACATION

Vacation days shall accrue according to the following schedule. Vacation will normally be taken in the year earned, however, employees may carry a balance of up to 100% of their yearly accrual at any time.

- 1 - 5 yrs. Seniority - 80 hrs.
- 6 - 10 yrs. Seniority – 120 hrs.
- 11 – 15 yrs. Seniority 160 hrs.
- 16 and over yrs. Seniority 200 hrs.

Employees shall receive eight (8) hours pay per day of vacation, as applicable, in addition to all other benefits provided by this Agreement. The employee shall be paid vacation pay in the payroll check that covers the period during which vacation time was taken.

ARTICLE 16 – HOLIDAYS

The following paid holidays shall be observed by the Highway Department:

Columbus Day	Christmas Eve
Christmas Day	Independence Day
Labor Day	Martin Luther King Day
Memorial Day	New Year's Eve
New Year's Day	President's Day
Thanksgiving Day	Veterans Day
Floating Day	

When a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday.

Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) hours, as applicable.

Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay at straight time, double time for the hours worked, with a three (3) hour guarantee, for both regularly scheduled work and work under the call-in provisions of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 17 - LEAVE

SECTION 1 - PERSONAL DAYS

All regular employees are eligible to take personal leave during each anniversary year after completing their first full year of employment. All regular employees shall receive eight (8) hours pay per day of personal leave, as applicable, in addition to all other benefits provided for by this agreement. Personal leave is granted according to the following schedule:

1 – 5 yrs.	3 days
6 – 10 yrs.	4 days
11 or more yrs.	5 days

SECTION 2 - FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee eight (8) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend the decease's funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Compensation under this Section shall not exceed three (3) working days.

The term "immediate family" includes: Parent, spouse, child, stepchild, stepparent, spouse's parent, brothers, sisters, spouse's sibling, grandchild, grandparents, the employee's spouse's grandparents, domestic partner and anyone else in the employee's immediate household. One day of paid funeral leave will be granted in the case of extended family, which includes aunt, uncle, cousin, niece or nephew. One half-day funeral leave will be granted to employees in the event of the death of a co-worker. Only regular, full-time employees are eligible for paid funeral leave.

SECTION 3 - SICK DAYS

Employees shall earn one (1) day of sick leave every month, which is accrued as eight (8) hours on the first day of the month, for completing the previous month of service.

SECTION 4 – SICK LEAVE

The total accumulation shall not exceed 75 days (or 600 hours based on a 40-hour workweek). Paid sick leave may be used to address the illnesses or other health matters of an employee or a member of the employee's immediate family or household. Sick time may be used in thirty (30) minute increments. Employees on sick leave shall receive eight (8) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement. In those cases where the entitlement to all sick time has been exhausted, the Employer shall grant applications for extended sick time without pay. With Board approval, employees may at their discretion donate sick time to aid a fellow employee in time of need.

SECTION 5 - MILITARY LEAVE

Employees enlisted in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

The Employer shall grant leave for service in the military reserves or National Guard as required by the employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

SECTION 6 - JURY DUTY AND COMPELLED APPEARANCES

Any regular employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

SECTION 7 - VOLUNTEER SERVICE

Employee shall receive up to twenty-four (24) hours of pay at straight time annually for lost time due to responding to an EMT or Volunteer Fire Department emergency. An attendance duty slip signed by the Chief or Officer in Charge indicating the time released shall be required before compensation is made.

ARTICLE 18 - MAINTENANCE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE 19 – CLOTHING / WORK SHOES ALLOWANCE & CELL PHONE REIMBURSEMENT

CLOTHING / WORK SHOES

All employees shall receive an allowance of five hundred dollars (\$500.00) annually for the employee's clothing and work shoes. These monies shall be paid on or about June 1st of each year in a separate check.

CELL PHONE REIMBURSEMENT

An employee who has a cellphone which is used by the Village for communication purposes will be reimbursed fifty (\$50) dollars per month towards the cost of their cellphone bill. The amount will be paid out quarterly and is a taxable benefit. Cell phone use policy will be adhered to. All employees will be required to carry a personal cell phone. If any employee does not have a cell phone, the Village will provide a Village owned phone to said employee.

ARTICLE 20 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE 21 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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

ARTICLE 22 - DURATION, NOTIFICATION AND REOPENING

This Agreement shall continue in full force and effect from December 1, 2018 through May 31, 2022

All negotiations for a successor agreement shall be conducted pursuant to law. No article, section or subsection of this agreement shall be retroactive and only those items and benefits specifically incorporated in this agreement shall be binding on the Employer or its agent.

In witness thereof, the parties hereto have caused the Agreement to be executed by their duly authorized representative.

TEAMSTER LOCAL 317, affiliated
with the International Brotherhood
of Teamsters

Village OF Trumansburg, New York
Department of Public Works

Date: 12/17/18

Date: 12/17/2018

Bill Files

Bill Files – Business Agent Local 317

[Signature]

Rordan Hart - Mayor

[Signature]
12/17/18