

TOWN OF CICERO and TEAMSTERS LOCAL 317

LABOR AGREEMENT  
BETWEEN

THE TOWN of CICERO  
New York

AND

TEAMSTERS LOCAL UNION 317

JANUARY 1, 2014 through DECEMBER 31, 2016

TOWN OF CICERO

FEB 24 2014

TOWN CLERK

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## **ARTICLE 1 - RECOGNITION**

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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 TOWN of CICERO, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of all the employees in the classifications of all full-time and regular part-time Clerks, Data Collectors, Court Clerks, Assessment Clerks, Real Property Appraisal Aide, Deputy Code Enforcement Officers, Code Enforcement Officers, Animal Control Officers, Parks Department Labor Crew Leader, Parks Department Laborers, Drainage Inspectors and Stenographers 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 (Taylor Law).

## **ARTICLE 2 - SAVINGS AND SEPARABILITY**

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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**

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### **SECTION 1 - UNION SECURITY**

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this agreement. Unit employees that are not members shall be required to pay an agency fee in accordance with applicable law.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union dues or Agency fees, initiation fees and assessments.

To the extent such amendment may become permissible under applicable 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 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 covered by this agreement the dues or agency fees, 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. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month 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 of the member and remit to the Union in one lump sum within ten(10) days.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

**Other Deductions:** The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings accounts, and any similar deduction. Deductions shall be made bi-weekly and remitted to the appropriate financial institution(s).

## SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided it does not interfere with the Employee's daily work duties.

## 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; and
- (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, except as authorized by official action of the Union. 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, and process grievances 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. Such time spent in handling grievances 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.

#### **SECTION 5 - NON-DISCRIMINATION AND SEXUAL HARASSMENT**

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.

An employee who engages in such discrimination is subject to the appropriate disciplinary action in accordance with this Agreement

An employee who is subject to a violation under this agreement should bring the matter to the attention of the Town Supervisor, Town Attorney or Town Board member immediately. All complaints will be investigated discreetly and promptly.

The Employer further agrees 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 - PICKET LINES**

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union. It is agreed that no employee shall be liable for any damage to any Town vehicle (and not personal vehicle) that occurs as a result of crossing or attempting to cross any picket line, nor shall such employee be subject to any form of disciplinary action as a result of such damage.

#### **SECTION 7 - BULLETIN BOARD**

The Employer shall provide a portion of 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**

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The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects through the grievance procedure provided for in this Agreement.

## **ARTICLE 5 - BARGAINING UNIT**

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### **SECTION 1 - DEFINED**

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 Town employees.

### **SECTION 2 - PROTECTION OF UNIT WORK**

Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement, except as described in Section 20 of this agreement.

## **ARTICLE 6 - SENIORITY**

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### **SECTION 1 - SENIORITY LIST**

Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of the seniority 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**

A new employee who is hired shall work under the provisions of this Agreement, thereafter, 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.

Except as provided in the Rules of Classified Service of Onondaga County, every permanent appointment from an open-competitive list and every original permanent non-competitive, exempt or labor class shall have a probationary period of not less than eight (8) or no more than fifty-two weeks. The length of the probationary period for promotions, transfers and reinstatements shall be governed by the Rules of Classified Service of Onondaga County.

### **SECTION 3 - APPLICATION OF SENIORITY**

The principles of seniority shall prevail at all times, unless otherwise stated herein. These principles shall be used to resolve disputes involving, layoff, recall from layoff, bidding for jobs, vacations.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than one (1) years' layoff. Any employee on layoff who works a total of thirty (30) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional one(1) year layoff period from the date he/she worked such thirtieth (30th) day before such employee's seniority shall be broken.

Seniority shall be established by the continuous length of full-time service to the Town. The individual working continuously as a full-time employee for the Town for the longest period of time in a particular department shall have seniority in that department. The individual with the next longest period of continuous full-time employment shall be the next senior employee, and so forth.

The most senior employee shall be notified first and given the opportunity to work any overtime shifts. If the most senior employee does not choose to work the overtime shift, the opportunity shall be given to the next senior employee, and so forth. Seniority shall not be used by the Parks and Recreation Department to determine overtime opportunities. The Parks and Recreation Department shall use the established practice of rotations for overtime opportunities.

All open positions shall be bid and awarded pursuant to the Civil Service Law, as applicable.

## **ARTICLE 7 - DISCIPLINARY ACTION**

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Disciplinary action, including discharge or suspension, shall be imposed only for just cause and within ten (10) days of the incident causing the discipline, which shall be extended in writing if agreed upon between the Business Agent and the Town. 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. The employee shall not be required to sign any statement arising out of the questioning. 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**

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### **SECTION 1 - DEFINED**

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exit 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. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

### **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 Supervisor to reach an amicable solution. The presentation may be either oral or written.
- Step 2: 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 representative of the Town of Cicero. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation may be either oral or written.

Step 3: The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, the Supervisor, Deputy Supervisor or Designee of the Supervisor, along with any professional advisor(s) deemed necessary. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) may be present at the presentation. The presentation may be either oral or written.

Step 4: In the event that the grievance is unresolved, the Union may submit the issue to arbitration in accordance with the rules of the American Arbitration Association. The arbitrator shall have no power to add to, subtract from or alter the specific terms of this agreement.

The fees and expenses of the arbitrator and the cost of the hearing room, if any shall be shared equally by the parties.

The arbitrator's 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**

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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 necessary items , including but not limited to, Civil Service Employment Application , Report of Personal Change Forms (MSD-426) copies of job required licenses and certificates, Federal and State Withholding Tax Forms, Immigration Forms, retirement enrollment forms, health and dental insurance forms, as well as 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.

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.

Employees are responsible for keeping their own personal records up-to-date. Change of name, address, telephone number, personal status, number and age of dependants, beneficiary designations, and individuals to notify in case of emergencies. Employees shall notify the department head and the appropriate office in charge of human resources of any such changes.

## **ARTICLE 10 - EXAMINATIONS**

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Any expense for any examinations or licensing, including Commercial Drivers License (CDL), 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.

Employees shall be allowed time off with pay to take open competitive or promotional examinations held for any positions under the jurisdiction of the Town of Cicero, if such examination is scheduled during the employee's regular working hours. The Town shall pay the cost of the exam, fees and shall allow employee time off with pay to apply and/or take an exam for Notary. An employee shall return to work if there are two (2) or more work hours left in the day after the end of the examination.

The Town agrees to pay the cost of any approved training and or/education and shall allow the employee paid time off if the training and /or education is done during normal work hours. Pre-approval from the Town is required.

## **ARTICLE 11 - HEALTH AND SAFETY**

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### **SECTION 1 - EQUIPMENT**

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 shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however such equipment shall be tagged only after it has been inspected by the Maintenance Department. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an "OK" in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

### **SECTION 2 - DANGEROUS CONDITIONS**

Under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

### **SECTION 3 - PROTECTIVE CLOTHING**

The Employer shall provide to the employees the necessary gear, in accordance with past practice and procedure, and the law, for adequate protection from inclement weather conditions. The Employer will also provide, including by not limited to, hard hats, safety glasses, safety vest, and flags.

## **ARTICLE 12 - WAGES AND HOURS**

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### **SECTION 1 - HOURS**

The standard guaranteed workweek shall be forty (40) hours and shall consist of five (5) consecutive guaranteed eight (8) continuous hour workdays, Monday through Friday, inclusive of lunch.

All hours worked in excess of eight (8) per day 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.

Employees shall be paid ½ hour for lunch each day and shall receive a fifteen minute paid break in the morning and a fifteen minute paid break in the afternoon each work day.

All employees shall work during the normal operating hours of the Cicero Town Hall from 8:30 a.m. to 4:30 p.m. Certain employees in the Zoning and Planning Department and the Parks and Recreation Department may be required to work during different hours, as scheduled by the department head.

All employees working in the Town Hall, Senior Center and Teen Center shall be required to use a time clock, which shall record the time at which an employee arrives at work and when an employee leaves work. All employees shall "punch out" and "punch in" for all lunch breaks when leaving the property.

## EMERGENCY CLOSINGS

In the event of an authorized emergency closing of the Town offices by the Town Supervisor, the Town Clerk will issue all public notices, and the Town Supervisor's office will contact the Town employees.

Employees absent due to authorized emergency closings will be paid their regular rate. Part-time employees will be paid their regular rate if they were scheduled to work at the time of the authorized emergency closing.

## SECTION 2 - WAGES

There shall be general hourly wage increases effective January 1 of each year in accordance with the following schedule:

- 2014- 2.0 percent
- 2015- 2.0 percent
- 2016- 2.0 percent

There will be a one-time \$.25 per hour wage adjustment effective January 1, 2014 in addition to the general wage increases set forth above.

No employee shall receive a reduction in their hourly rate/salary unless a permanent change in their job duties and bid position change through the job bidding procedures.

The Town shall not reduce the current level of full-time positions in the Parks and Recreation and Code Enforcement Departments

Newly hired employees shall not be paid more than employees hired prior to them in the same classification.

All open positions shall be bid and awarded to the senior qualified employee before hiring from the outside.

**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:** Pay day shall be bi-weekly and shall be on Thursday of each week.

**ARTICLE 14 - PENSION**

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The Employer will continue participation in the New York State and Local Employee Retirement System in accordance with its rules for all employees covered by this agreement.

The Town shall make available to all employees covered by this agreement the same Deferred Compensation Plan made available to other Town employees.

**ARTICLE 15 - VACATION**

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Vacation days shall accrue according to the following schedule. Employees may elect to receive pay at the end of the year for unused vacation or carryover five (5) unused days to the following year.

1 to 4 years service .....	10 days
5 to 9 years service.....	15 days
10 to 14 years service .....	20 days
after 15 years service .....	25 days

Full-time 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 the vacation pay in the payroll check immediately preceding the payroll period during which the vacation falls.

Employees shall have their vacation entitlements reestablished on the anniversary date of employment of each year for use during that year and shall be allowed to carry over five (5) days of unused vacation to be used during the next year, with the appropriate Department Head approval.

An employee shall only use vacation hours during a week a holiday falls or is observed for those days that they are not paid as a holiday. Employees shall be allowed to use vacation time in one hour increments.

After completing twelve (12) continuous months a newly hired employee shall receive one (1) week's paid vacation during the calendar year of hire.

*Permanent* Part-time employees shall be paid four (4) hours for each day referenced above, after completing twelve (12) months of employment with the Town.

Employees shall be eligible to accrue vacation days after one (1) year of continuous employment in the Town. All computations of accrued vacation days shall be made based on the Employee's first date of employment with the Town.

## **ARTICLE 16 - HOLIDAYS**

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The following paid holidays shall be observed:

New Year's Day  
Martin Luther King Day  
Presidents Day or Floating Holiday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After thanksgiving  
Christmas day  
Half (1/2) Day before Christmas  
Two (2) floating holidays

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.

If any of the specific holidays fall when an employee is on vacation, the employee shall have the option to receive an additional personal leave day or receive an additional day's compensation for each holiday so falling. The additional day's compensation shall be for eight (8) hours.

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 eight (8) hours.

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 four (4) 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.

Permanent Part-time employees shall be paid four (4) hours for each day referenced above, after completing twelve (12) continuous months of employment with the Town.

## **ARTICLE 17 - LEAVE**

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### **SECTION 1 - PERSONAL DAYS**

Employees shall be granted four (4) paid days of personal leave annually that may be used in one hour increments, and shall be credited on January 1 of each year. New employees shall receive a pro-rata amount of personal leave during their first year of employment. Any unused personal days at the end of the year will be cancelled as of December 31. Permanent part-time employees shall receive personal days paid at four (4) hours each day.

### **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" means father, mother, step father, step mother, father-in-law, mother-in-law, spouse, children, step children, brothers, sisters, brother-in-law, sister-in-law, grandparents, the employee's spouse's grandparents, Domestic Partner, and any one else in the employee's immediate household.

### SECTION 3 - SICK DAYS/FAMILY ILLNESS DAYS

Full-time employees shall accumulate paid sick days at the rate of one (1) day per month. Employees shall be eligible to accrue sick days as of the employee's first day of employment with the Town. Employees can accumulate up to seventy-five (75) days and shall be paid at full at retirement. Employees may use sick pay in one (1) hour increments.

Any full-time employee that is employed prior to the date of this Agreement shall be allowed to accumulate sick days up to the amount that they currently have accrued as of the date of this Agreement and any employees hired after the date of this Agreement may accumulate up to seventy-five (75) sick days. All of the accumulated sick days shall be paid at full at retirement.

Employees may use sick pay to supplement disability pay up to their regular weekly pay.

The Town and the Union shall establish a "sick bank" whereas employees can voluntarily donate paid sick leave to be used by employees that have no sick leave available

### SECTION 4- LIGHT DUTY

Employees shall be permitted to participate in the Towns modified/light duty program under the same terms and conditions as non-bargaining unit employees.

### SECTION 5 - LEAVE

All Employees qualified under the law shall be deemed Family Medical Leave Act ("FMLA") qualified.

Any employee may request a leave without pay for personal reasons subject to the approval of the Town Board. Unpaid leaves shall not be unreasonably denied.

Firefighters response to fires:

- A. Employees that serve as volunteer firefighters with any of the Fire Departments within the Town of Cicero shall be permitted to respond to Fire Alarms if the employee is working. The employee must respond to his respective fire station and shall follow all applicable Federal and PESH/OSHA requirements, departmental procedures, etc as established by the fire departments or the Board of Fire Commissioners.
- B. It is expected that such employee responding to fire calls during working hours will notify his Department Head. Specific procedures for notification, etc. shall be mutually developed between the Union and Department Head.
- C. Tardiness by a volunteer firefighters caused by fire fighting/ emergency duties shall be excused by the Department head. The Department head may require the employee to submit evidence that the tardiness was due to such activities. Absence as opposed to tardiness, necessitated by fire fighting emergency activities, may be charged to personal leave, overtime, vacation benefits or sick time beyond ten (10) times per year. If an employee is on call during the previous night, he shall be excused with pay.

## 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 his/her last known address by certified mail, return receipt requested.

## ARTICLE 13- HEALTH AND WELFARE

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The Employer agrees to sign and become bound by the standard New York State Teamsters Council Health and Hospital Fund Participation Agreement and shall pay the full cost of the Teamsters Composite Rate Select Medical and Prescription Plan Including option 1, Dental, Legal, Vision, Life and AD&D, and Disability Coverage for all full-time employees and their dependants. The Participation Agreement shall be executed and made a part of this Agreement.

Employees shall reimburse the Town through pre-tax payroll deduction the weekly amounts as set forth below:

Effective January 1, 2014 - \$6.00 per week.  
Effective January 1, 2015 - \$7.00 per week  
Effective January 1, 2016 - \$8.00 per week.

The Employer shall provide employees with Workers' Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law. The employer shall provide employees with NYS disability insurance or its equivalent.

Employees shall have a choice of the current Town Retirement Insurance Plan/s or the Teamsters Retirees Insurance Plan/s between the Employee's age of fifty five (55) and sixty five (65). The Town shall pay the full cost of the premiums for the retirees who are in the Bargaining Unit as of the date of this Agreement with at least fifteen (15) continuous years of full-time service to the Town and for those that meet the eligibility requirements for retirement under the New York State Retirement System, regardless if the retiree is enrolled in the Retirement System. The Town shall pay fifty percent (50%) of the cost of the premiums for the retirees who are hired into the Bargaining Unit after the date of this Agreement with at least twenty (20) continuous years of full-time service to the Town if the Employee retires from the Town, and for those that meet the eligibility requirement for the retirement under the New York State Retirement System, regardless if the retiree is enrolled in the Retirement System. To be eligible an employee must retire from the Town.

There shall be a one time front end opt out for all current employees only. Those employees that opt out shall receive \$1000.00 payable June 1 of each year. If an employee has a life changing event as set forth by the Fund trustees they can enroll at a later date.

The employer shall pay the full cost of the New York State Teamsters Group Legal Benefit for all part-time employees.

The employer shall provide and pay the cost of the full premium for the long term disability policy in effect.

**COMPENSATORY TIME:**

Compensatory time shall be based on the employee's standard workweek/day. All hours worked beyond an employee standard workweek/workday shall be paid / compensatory time at one and one half the employee's regular hourly rate of pay. Employees shall have the option to be paid or to use compensatory time in lieu of pay when approved by the Department Head or designee. Compensatory time requests shall not be unreasonably denied. Employees may accumulate up to two-hundred forty (240) hours each calendar year. Unused compensatory time shall be paid the second week in December of each year.

**EMPLOYEE REIMBURSEMENT:**

Pre-authorized, if possible, reasonable expenses will be reimbursed upon submission of a voucher and corresponding receipts. These expenses include, but are not limited to, meals, lodging, parking, mileage and highway tolls. Employees must submit expenses to their department head for approval.

Employees who are authorized to use their own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Board at its annual organizational meeting. Mileage expenses shall be pre-authorized and submitted on a voucher to the employee's department head. Employees shall use Town provided vehicles whenever possible.

**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 (1 1/2) his/her regular rate of pay. Employees shall be paid for all time worked, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

Employees on call shall receive "on call" pay per day in the amount of two (2) hours per day at the employee regular hourly rate of pay for being available to work in addition to the terms set forth in the paragraph above. The Town shall provide three (3) days notice for on call duty when work is known to be available.

Between April 1<sup>st</sup> and September 30<sup>th</sup> of each year when the beach is open the Town shall pay at least one (1) bargaining unit employee "on call pay" for being assigned "on call" duty.

"On call" pay paid time set forth in this section may be utilized as compensatory time.

This Section shall not apply to any Animal Control Officer. The Animal Control Officer shall receive compensation only for time actually worked when called into work.

**SECTION 4 - SEPARATION OF EMPLOYMENT**

If the Employer discharges an employee, the Employer shall pay all money due to the employee on the next pay period. If the Employer fails to pay the employee on the next pay period, it shall be liable for liquidated damages in the amount of eight (8) hours pay for each day of delay. The liquidated damages shall be payable at the employee's normal rate of pay in effect immediately before his/her discharge.

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

"Money due" shall include, but not be limited to, wages, vacation, personal leave and sick leave.

## **SECTION 6 - 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 7 - JURY DUTY AND COMPELLED APPEARANCES**

Any full-time 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, provided it is not for that Employee's personal business. 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.

Any full-time employee finished with jury duty with more that two (2) hours remaining in a work day shall return to work for remainder of the work day.

## **SECTION 8 - TARDINESS**

Chronic tardiness may be cause for disciplinary action. Employees are expected to report to work at the beginning of the work shift and to begin work at the time the work shift commences. If an employee is going to be late, the employee should notify the department head by the normal start time

## **SECTION 9 - NOTIFICATION**

Employees must call the department head and notify him/her of the absence and indicate the reason for an absence and the duration if known.

Employees leaving during the work day must notify the department head prior to leaving.

Employees must give advance notice of absences whenever possible to their department head.

## **ARTICLE 18 - MAINTENANCE OF STANDARDS**

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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.

## **ARTICLE 19 - CLOTHING ALLOWANCE**

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Any employee required to work outdoors shall be provided a shoe/s allowance of \$250.00 per calendar year, if steel-toed work shoes are required for that employee's specific job function, the employee must utilize the allowance for the purchase of steel toe work shoes.

The Town shall provide those employees required to work outdoors with one (1) pair of Carhartt coveralls gloves, construction rubber boots, rain gear, and a Carhartt winter jacket. These items shall be replaced when worn or soiled. Replacement shall not be unreasonably denied.

Code Enforcement Officers in the Zoning and Planning Department shall be provided the following each calendar year:

- . Three (3) short-sleeve golf shorts with logo.
- . One (1) lightweight nylon windbreaker jacket with logo.
- . One (1) heavy-weight nylon jacket with logo.
- . One (1) sweatshirt with logo.
- . One (1) baseball cap with logo.

Each vehicle used by the Zoning and Planning Department shall be equipped with one (1) pair of construction rubber boots and rain gear.

Maintenance crew employees in the Parks and Recreation Department shall be provided the following each calendar year:

- . Five (5) T-Shirts.
- . Four (4) sweatshirts.
- . One (1) fleece jacket.

## **ARTICLE 20 - SUBCONTRACTING**

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The Employer agrees not to subcontract out bargaining unit work except as stated below:

The Zoning and Planning Department shall be permitted to subcontract out the following services:

Plumbing and Electrical inspections  
Drainage repairs

The Parks and Recreation Department shall be permitted to subcontract out the following services:

Cemetery mowing	Resurfacing roads/parking lots
Playground installation	Major Building Construction
Field drainage/crowning	Tree Removal
Hydro-seeding	Painting Parking lot and Highway Lines
Excavation	Structural& rodent, right of way pesticide application

**ARTICLE 21 - TOWN POLICIES AND PROCEDURES**

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**SECTION 1 - PERSONAL APPEARANCE/DRESS CODE**

Park maintenance employees shall wear a staff shirt, long pants and work boots. Seasonal employees shall wear a staff shirt; may not wear open-toed foot ware. Employees working outside may wear shorts.

**SECTION 2 - PERSONAL BELONGINGS**

Employees shall take responsibility for any personal belongings lost or damaged if brought by the employee to work.

**SECTION 3 - DRUG-FREE WORKPLACE**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all work places and work sites of Town employees. Any person who violates this prohibition may be referred for counseling or rehabilitation and satisfactory treatment or be subject to disciplinary action, up to and including dismissal, even for the first offense.

**SECTION 4 - SUBSTANCE TESTING POLICY**

The Town shall only perform substance abuse testing in compliance with the Omnibus Transportation Employee Testing Act of 1991, "49 C.F.R. Parts 40, 382 and 391. This substance testing policy shall apply to all employees who drive commercial motor vehicles (as defined in the Act) requiring a commercial driver's license to operate. All covered employees shall receive a written copy of the Town's substance testing policy and shall sign an acknowledgment form, which shall be kept in the employee's personnel file.

**SECTION 5 - SMOKING POLICY**

Smoking is prohibited in the Town Hall, Town vehicles and other locations open to the public in accordance with the New York State Public Health Law.

**SECTION 6 – TELEPHONE USE**

Employees shall not place personal long-distance calls unless the call is made on the employee's personal credit card, phone card, or billed to a third party. Employees should make personal calls during lunch period or paid breaks. Employees shall not use Town cellular telephones for personal use.

Employees shall not accept collect calls without department head approval.

**SECTION 7 – UNAUTHORIZED WORK**

Employees shall only perform Town work during a work shift. Any employee who performs unauthorized work, claims that Town work has been done when such work has not been done, or performs any act of fraud or deceit will be subject to disciplinary action in accordance with the Civil Service Law and this Agreement.

## SECTION 8 – VEHICLE USAGE POLICY

Town vehicles and related equipment shall remain under the general administrative jurisdiction and direction of the department head to which it is assigned.

Vehicles shall be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles shall not be used for any unauthorized purpose or for personal or private gain.

Vehicles shall always be operated in a safe and responsible manner and in compliance with all applicable traffic laws. In the event of any accident, an accident report shall be filed with the Town Supervisor's Office by the applicable department head within twenty four (24) hours.

Vehicles shall not be used to transport persons who are not officials or employees of the Town of Cicero, nor material not related to the conduct of official Town business without direct authorization by the applicable department head or the Town Board.

No advertisements, signs, bumper stickers or other markings of a political or commercial nature shall be displayed on Town vehicles at any time, except those of a limited public/community service nature which have been authorized by the Town Board.

## SECTION 9 – RULES OF CONDUCT

The following non-inclusive list of job related actions may result in disciplinary action:

- Threatening, intimidating, coercing, assaulting, fighting or interfering with co-workers, supervisors, department heads, or residents.
- Engaging in any form of harassment, including sexual harassment.
- Insubordination.
- Deliberate abuse, destruction, defacement, misuse or theft of Town property or removal of Town property.
- Unauthorized sleeping on the job.
- Violation and/or disregard of safety rules or safety procedures.
- Repeated violations of Town policies, procedures or rules of conduct.
- Habitual tardiness and/or lateness.
- Unauthorized absences/repeated failure to notify employer.
- Possessing or using controlled substances or alcohol while on Town property.
- Possession of illegal and/or unlicensed firearms or explosives on Town property or in Town vehicles.
- Acts of sabotage or espionage.

## SECTION 10 – COMMUNICATIONS PROCEDURES

Employees must obtain department head approval prior to posting memorandums or announcements on bulletin boards in the Town Hall, except as set forth in this Agreement.

Any memorandums, facsimile messages, letters, telegrams, legal notices, summons, or other forms of communication of a negative nature must be immediately given to the department head.

Employees receiving complaints from Town residents of unfair treatment or expressions of anger and/or dissatisfaction are to notify their department head. The department head shall then notify the Town Supervisor.

**SECTION 11 - MISCELLANEOUS**

Employees are not permitted to watch television or use toaster oven, microwaves or coffee pots anywhere in the Town Hall except for the designated areas.

**ARTICLE 22 - DECLARATION OF NO STRIKE POLICY**

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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 23 - LEGISLATIVE ACTION**

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The Employer shall prepare, secure introduction and recommend passage by the Town Board of the Town of Cicero 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 24 - DURATION, NOTIFICATION, AND REOPENING**

This Agreement shall continue in full force and effect from January 1, 2014 through December 31, 2016.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

Further, in recognition of the pledge of the Union to forgo the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

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AGREED TO AND SIGNED this day by:

**TEAMSTER LOCAL 317**, affiliated with the International Brotherhood of Teamsters, By:

Mark D. May  
Mark D. May Sec-Treas & PEO

Date: 12/23/13

**TOWN OF CICERO**

By: Jim Coral  
Jim Coral, Town Supervisor

Date: 12/31/13