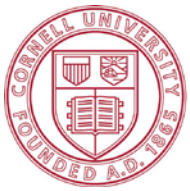

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N.Y.S. PUBLIC EMPLOYMENT RELATIONS BOARD
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AGREEMENT

Between

VILLAGE OF LEROY

and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 200 UNITED

EFFECTIVE JUNE 1, 2006 – MAY 31, 2008

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ARTICLE 1
PARTIES AND PURPOSE

This Agreement is entered into as of June 1, 2006, between the Village of LeRoy, hereinafter referred to as the "Village" or the "Employer", and Service Employees International Union, Local 200 United, hereinafter referred to as the "Union."

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, hours of employment, and other conditions of employment.

ARTICLE 2
UNION RECOGNITION AND SECURITY

Section 2.1 Pursuant to and in accordance with all applicable conditions of the law of the State of New York including, but not limited to General Municipal Law, Civil Service Law and Military Law, the Village recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2.2 (a) The Employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the Employer and to maintain such dues deductions in accordance with the terms and conditions of the Authorization for Payroll Deduction of Union Dues form provided by the Union from the pay of all employees who have executed such authorization for payroll deduction of Union dues.

(b) Payroll deduction of Union dues under the properly executed Authorization for Payroll Deduction of Union Dues form shall become effective at the time the form is signed by the employee and shall be deducted by the next full pay period and each pay period thereafter from the pay of the employees.

(c) The Village agrees to deduct COPE contributions from the wages of employees as expressly authorized by each individual employee on the deduction authorization attached as "Appendix B."

Section 2.3 The Employer recognizes that this is an Agency Fee Agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit, but is not a member of the Union, shall be liable to contribute to the Union as representative costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of the Union. The Village agrees to deduct an amount equal to the normal monthly dues paid by members of this Union after thirty (30) calendar days of employment from the earnings of each of said employees covered by this Agreement. The Deputy Clerk, Deputy Treasurer, the Water/Sewer Clerk, the Administrator's Confidential Secretary, seasonal employees shall not be included, but temporary and part-time employees will be included in the bargaining unit.

ARTICLE 3
NEGOTIATION PROCEDURES

Section 3.1 The term "Parties" refers to the LeRoy Village Board and Service Employees Union, Local 200 United.

Section 3.2 Neither Party in any negotiations shall have any control over the selection of the negotiating team of the other party.

Section 3.3 Meetings of the negotiating teams may be initiated at the written request of either party, but should begin not later than the 1st of April each year.

Section 3.4 The parties shall submit to each other a letter of certification stating the name of its Chief Negotiator to make, consider, alter and tentatively agree to all proposals at the negotiating table. This letter of certification shall be presented to each party prior to the first negotiations meeting.

Section 3.5 Meetings may be requested by the spokesman of either party. Upon receipt of a request for such meeting, it is recommended that meetings be held within seven (7) calendar days of the request.

Section 3.6 Before the conclusion of each meeting, the time, date and place for the next meeting shall be established by mutual consent of the spokesman of both parties.

Section 3.7 Meeting of the negotiating teams shall be closed to the general public and press.

Section 3.8 The Chief Steward (Chairman) shall be allowed reasonable time, paid at his regular rate if occurring during his regularly scheduled work day, to confer with Management on matters affecting the administration of this Agreement upon notification and on approval of his immediate supervisor outside of the bargaining unit. Such permission shall not be unreasonably denied.

Section 3.9 The Village will give time off with no loss of time or pay, if such time is during regular scheduled work hours, for employee members not to exceed two (2) of the Local Union contract negotiating committee to participate in contract negotiations.

Section 3.10 The Village agrees to permit a representative of Local 200 United and/or the International Union, to enter the premises of the Employer at any time for the discussion of working conditions, explanation of Union membership, service and programs with employees, and communicating with officers and stewards of the Union, provided such discussions do not interfere in any way with the performance of duties assigned to the employees.

Section 3.11 All tentatively agreed upon items must be initialed by the respective spokesman prior to the conclusion of each meeting.

Section 3.12 Any release of the tentative agreement reached or the contents of the final agreement shall be done by mutual consent of both parties.

Section 3.13 Upon completion of the negotiation process, all agreements tentatively reached by the negotiating teams shall be submitted in writing to the Village Board and the Union members for ratification.

Section 3.14 Upon ratification, the agreement shall be signed by the Mayor and President of the Union.

Section 3.15 The Village agrees to provide a bulletin board for the exclusive use of the Union for the posting of notices relating to Union meetings and official Union business only. The Union agrees not to post on such bulletin board any material which is defamatory, obscene, scandalous or scurrilous.

Section 3.16 Both parties shall negotiate in good faith effort to establish, maintain, or improve terms and conditions of employment.

Section 3.17 Designation of personnel, materials, method of reproduction and distribution of copies of this Agreement will be by mutual consent of both parties.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1 The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Village with regard to the operation of its work and business and the direction of its work force which the Village has not specifically abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Village. Notwithstanding any provision of this Article to the contrary, nothing herein shall be deemed a waiver of the legal rights of either the Village or the Union with regard to subcontracting of bargaining unit work.

Section 4.2 Not by way of limitation of the foregoing clause, the Village retains the right and responsibility, subject always to the terms of this Agreement, to: (1) hire, discharge, transfer, suspend and discipline employees; (2) determine the number of individuals required to be employed, laid off or discharged; (3) determine the qualifications of employees; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for occupations not within the bargaining unit established by this Agreement; (8) determine the type of equipment and the sequence of work processes; (9) determine to make technological alterations by revising either processes or equipment or both; (10) determine work standards and the quality and quantity of work; (11) select and locate facilities; (12) establish, expand, transfer, and/or consolidate work and facilities; (13) consolidate, merge or otherwise transfer any or all of its facilities, property, or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate any part of its work or facilities.

Section 4.3 The Union agrees, in recognition of the Management's rights, not to request that the Village bargain with respect to the foregoing during the term of this Agreement, except as otherwise specifically provided herein, either as to the initial decision or as to the effect of that decision upon wages, hours and other terms and conditions of employment.

Section 4.4 The Village agrees not to discriminate against any employee because of membership in the Union or because of any activity on behalf of the Union. Union activities shall not interfere with the normal operation of the Village, and neither the Union nor any of its members, agents, or representatives will intimidate or coerce any employee with respect to his right to work, or engage in any Union activity during working hours except as specifically permitted in this Agreement.

Section 4.5 The Village shall be entitled to accept and act upon all official and authoritative written statements made to it from time to time by the Union's officers and accredited representatives respecting the application of the terms of the Agreement and the rights and obligations of its members thereunder; and in the event of such acceptance and reliance upon such statements, such statement shall be binding upon the Union and its members.

ARTICLE 5
SPECIAL MEETINGS

The Village and Union agree to meet and confer on matters of interest upon the written request of either party. The written request should state the nature of matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request, but it is understood that these special meetings shall not be used to renegotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written statement.

ARTICLE 6
UNION STEWARDS

Section 6.1 Employees with the bargaining group shall be represented by the Chairman or a designated Steward. The Union shall furnish the Village the Chairman's and Steward's names.

Section 6.2 Upon the grievance of any employee, the Chairman or a Steward may investigate and assist in its presentation. He shall be allowed reasonable time during working hours without loss of time or pay upon notification and approval of his immediate supervisor outside the bargaining unit. Such permission shall not be unreasonably denied.

Section 6.3 Union business shall be conducted so as not to interfere with the work assignment of the Chairman or any other employees.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1 It is the intent of the parties to the Agreement to prevent grievances and to settle any which may occur as fairly and promptly as practical. Therefore, it is agreed that there should be time limits between the initiation of the grievance and its progress through steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, taken to the next step or answered within these time limits will be considered settled on the basis of the last answer by the Village if the Union does not move to the next step within the time limits, or on the basis of the Union's last demand if the Village fails to give its answer within the time limits.

Section 7.2 A grievance is any dispute, controversy or difference between:

(a) The parties;

(b) Management and an employee or employees;

(c) Between or among employees of the Village on any issue with respect to, on account of, or concerning the meaning and interpretation or application of this Agreement or any terms or provisions thereof.

Section 7.3 In the event of a dispute arising over the application or interpretation of the terms of this Agreement, the employee and the steward shall take the matter up with the Department Head within five (5) working days of the occurrence of the event complained of.

STEP 1 If they cannot reach a satisfactory solution within five (5) working days, the matter shall be written down and referred to the Union President or his representative and the Department Head or his representative.

STEP 2 In the event no agreement is reached at Step 1, either party may then request for the dispute to be submitted for a hearing with the Mayor and the Union Business Representative. Such request for a Step 2 hearing will be submitted in writing by the requesting party within five (5) working days. The Step 2 meeting will be scheduled within three (3) days of the request.

STEP 3 In the event no agreement is reached at Step 2, either the Union or the Village may, upon written notice to the other, appeal the grievance to arbitration within five (5) working days. The parties shall then promptly attempt to mutually agree upon an arbitrator within five (5) working days after the notice of appeal.

If the parties are unable to mutually agree upon an arbitrator within five (5) working days, then the Village and the Union shall request the Public Employment Relations Board (PERB) to submit a panel of seven names of suggested arbitrators. The parties shall then select the arbitrator from such list by each party alternately removing one name from the list until but one name remains. The Village shall strike the first name for the first arbitration case, the Union shall strike the first name for the second arbitration case, and the striking of the first name shall alternate in like fashion for subsequent cases.

The decision of the arbitrator shall be final and binding. However, it is agreed that the arbitrator shall be bound by the terms of this Agreement and shall have no authority whatsoever to modify its terms.

The expense of the arbitrator selected, the hearing room and the transcript of the testimony if the parties mutually agree upon having the testimony of the hearing transcribed, shall be borne equally by the Village and the Union.

Section 7.4 There shall be no lockouts or reduction of work pending the dispute and/or decision of said arbitrator in any manner.

Section 7.5 In handling grievances hereunder; no employee or representative of the Union shall leave his job without permission of his Department Head, which permission, having due regard for operating requirements shall not be unreasonably withheld. Such employee and/or Union representative shall be paid at their regular hourly rate for time necessarily spent during their regular working hours in fulfilling the procedures specified in this Article.

ARTICLE 8
DISCIPLINARY ACTIONS

Section 8.1 Employees who have satisfactorily completed the probationary period provided in Section 9.2 may be removed or otherwise subjected to any disciplinary penalty only for just cause. Such employees shall be disciplined as set forth in this Article, which shall apply in lieu of the provisions of Sections 75 and 76 of the New York Civil Service Law.

Section 8.2 In disciplinary actions (including discharge and demotion), the Village and Department Head shall give prompt notice thereof in writing to the employee, the Union Chairman and Union Business Representative.

The written notification shall contain a detailed description of the charges which shall include dates, time and places. It is understood and agreed that any employee covered by this Agreement shall be entitled to Union representation at any hearing stage of a disciplinary proceeding.

Section 8.3 The disciplined employee will be allowed to discuss such disciplinary action with a designated Steward and the Village will make available an area where he may do so before he is required to leave the premises.

Section 8.4 If the Village or Department Head has a reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relations.

Section 8.5 An employee may appeal disciplinary action imposed by the Village by submitting the matter as a grievance under the procedure set forth in Article 7, above.

Section 8.6 (a) All employees, upon request, shall be given a reasonable opportunity annually, to review their official personnel file as maintained by the Village. The request must be in writing and be approved by the Mayor. This file shall contain their original application for employment and any and all job evaluations, commendations, reprimands, suspensions, and any other record of actions which have taken place during their employment with the Village. Upon review of their file, employees may request and shall be provided a copy of all documents and notations which they had not previously been given.

(b) No letter of criticism, poor evaluation, reprimand, any other documents which could effect any employee's job security, may be placed in any employee's official personnel file without the employee first having an opportunity to review such action. Should an employee, upon review of such action, disagree with all or part of any letter, he shall have the right to seek removal of any part or all of the letter by filing a grievance under the Grievance Procedure of this Agreement.

ARTICLE 9
SENIORITY

Section 9.1 Definition - Seniority shall mean the status attained by the length of continuous service with the Village.

Section 9.2 Accrual of Seniority.

(a) Seniority shall begin with the last date of entering the service of the Village. Two or more persons who entered the service on the same day shall, when necessary have their relative seniority determined by the flip of the coin.

(b) All original and promotional appointments shall be probationary. Promotional appointments shall be subject to a probationary period of twelve (12) weeks from appointment. Original appointments shall be subject to a probationary period of twenty-six (26) weeks from appointment. At any time during the probationary period, the Board may remove or demote an employee whose performance does not meet its satisfaction.

(c) While an employee is serving his probationary period, but after no more than ninety (90) days, the Department Head must notify such probationary employee of any weakness that may have been observed in such employee's work which, if not corrected, could be cause to terminate the employee's service prior to the expiration of his probationary period. Such notification shall be in writing, and shall indicate in what manner his work needs improvement. The Department Head will counsel the employee on this matter.

(d) Any employee in a promotional appointment shall have the right to return to his previous classification at his request if such request is made within thirty (30) days of his appointment, or he may return to the previous classification if management decides to remove him from such promotional appointment during the probationary period because the employee did not perform satisfactorily. The employee shall have forty-eight (48) hours to accept or decline his previous classification.

(e) Employees promoted to management positions who subsequently return to the bargaining unit shall retain full seniority rights for all time prior to the promotion no more than two (2) years and time spent during the promotion, provided such return is made within two (2) years of the date of promotion.

Section 9.3 The Village agrees to post, semi-annually, an up-to-date seniority list showing the continuous service of each permanent employee.

Section 9.4 An employee's seniority will continue to accrue during any period of absence brought about as a result of a service incurred disability or any other paid and approved leave-of-absence.

Section 9.5 Loss of Seniority - Employees shall lose their seniority for the following reasons:

(a) Discharge, if not reversed.

(b) Resignation. An employee absent for three (3) consecutive normally scheduled work days without notification of valid reason to the supervisor or Board and who has no legitimate reason for not notifying the Board of his absence may be considered as having resigned.

(c) Unexcused failure to return to work when recalled from layoff as set forth in Article 10.

(d) An unexcused failure to return to work after expiration of formal leave of absence.

(e) Retirement.

(f) Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater.

ARTICLE 10
LAYOFF AND RECALL

Section 10.1 Definition - Layoff shall mean the separation of employees from the active work force due to lack of work or funds.

Section 10.2 Order of Layoff:

(a) No permanent or probationary employee shall be laid off from his position in any department or division while any seasonal, temporary or provisional employees are serving in the same position class in that department or position that a regular bargaining unit employee is capable of performing the job. No permanent or probationary employee in the Department of Public Works shall be laid off from his position while any seasonal, temporary or provisional employees are serving in that department.

(b) If any employee is removed from a job classification under Paragraph (a) above, such employee or employees shall be offered a transfer to any other job within the bargaining unit which they are capable of satisfactorily performing, provided that any such transfer will not require the removal of an employee with the same or greater amount of net credited service than the employee to be transferred.

(c) Except as provided below, the layoff of probationary or permanent employees in any department or division shall be in inverse order of seniority in the position classes affected.

Section 10.3 Exceptions to Seniority - The Board may approve deviations from seniority and layoffs or demotions in lieu of layoff when seniority alone would result in retaining employees unable to maintain satisfactory level of performance in the department or division affected. In such cases, the affected employee shall be given written notice of the determination and reasons therefore. The Board shall comply with all requirements of the Civil Service Law should they desire to take an exception to seniority.

Section 10.4 Notice of Layoff - Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

Section 10.5 Recall from Layoff:

(a) Employees to be recalled from layoff shall be given a maximum of ten (10) days to respond after notice has been sent out by certified mail to their last known address.

(b) Employees who decline recall or who in absence of extenuating circumstances fail to respond as directed within the time allowed, shall be presumed to have resigned.

Section 10.6 Employees to be restored to positions from which they have been bumped to or have been bumped to in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the permanent preferred eligible list.

Section 10.7 In the event that an employee's position is to be abolished through subcontracting, the Board shall meet with the Union in order to reach a mutual agreement as to the future employment and compensation of said employee.

ARTICLE 11
WORKING HOURS

Section 11.1 (a) For non-shift employees a normal work week shall consist of forty (40) hours, Monday through Friday, a normal work day shall consist of eight (8) hours, not including meal period. Normal work period for shift workers to be five (5) work periods per week, with eighty (80) hours pay per payroll period of two (2) weeks.

(b) Normal meal period shall be one-half hour ($^1/_2$). without pay. For those Department of Public Work Employees required by their supervisors to remain at their work station or work site continuously through their work period, a meal period of twenty (20) minutes shall be allowed with pay.

(c) Employees shall have a fifteen (15) minute rest period during each one-half ($^1/_2$) shift. The rest period shall be scheduled at the middle of each shift. The rest period will be at the job site.

(d) Employees on early callouts shall receive a 15 minute breakfast break with pay. Said break to be taken at the work site.

(e) Employees shall receive checks in enclosed envelopes.

(f) From the first full week of May through the first full week of September, the Village shall have the right to utilize a work week of four 10-hour work days for shift workers and non-shift employees. In the event that the Village requires all employees, or any group of employees, to work a four-day work week, the Village shall provide one week advance notice to the Union and the affected employees. The Village may provide less than one week advance notice with the consent of the affected employees.

When employees work a four-day week as set forth herein, such employees shall receive overtime for hours worked in excess of ten (10) hours on a given day or forty (40) hours in a given pay week. During such weeks employees shall not receive overtime for hours worked in excess of eight (8) hours on a given day as provided in Section 12.2(a).

In the event that the Village elects to utilize a four-day work week, the affected employees' work week shall revert to the normal five-day work week, as established in Section 11.1(a), during any week that includes a holiday recognized by Section 16.2. If an employee uses vacation or sick leave when he or she is scheduled to work a four-day work week, then the employee's accrued leave credits shall be charged with ten (10) hours of such leave for each full day that he or she is absent. If an employee is absent for less than one full day, then the employee's accrued leave credits shall be charged the actual number of hours that he or she is absent.

Section 11.2 (a) Employees in Sewer and Dispatching are classified as shift workers.

(b) All other employees shall be classified as non-shift employees.

ARTICLE 12
OVERTIME

Section 12.1 (a) All members of the bargaining unit shall be paid overtime as stipulated in this Agreement.

(b) Overtime hours shall be divided as equally as possible among employees in the same classification in their work section. An up-to-date list showing overtime hours will be posted every six (6) months, but it will be available to any employee at any time at the Finance Office upon their request.

(c) For purposes of overtime for snow removal and hydrant flushing, once the department/classification employees have been exhausted, and the Village must look outside the classification to perform the overtime, then the overtime will be offered to the most senior qualified employee in the bargaining unit. Employees who accept snow removal overtime will be subject to the provisions of the Substance Abuse Agreement attached as "Appendix C."

Section 12.2 (a) Overtime is described as that time worked in excess of eight (8) hours on a given day or in excess of forty (40) hours in a given pay week.

(b) Overtime shall be paid at the rate of one and one-half ($1^1/_2$) times the employee's regular hourly rate for those overtime hours worked on any weekday or Saturday. Overtime on Sunday shall be paid at the rate of two (2) times the employees regular hourly rate. The employee shall receive pay at the rate of one and one-half ($1^1/_2$) times the regular hourly rate for all work performed on a holiday, in addition to the holiday pay.

(c) An employee called to work at a time other than his scheduled work shift shall be credited with a minimum of four (4) hours at his regular rate or with the actual hours worked at one and one-half ($1^1/_2$) times his regular rate, whichever is greater, unless such time shall be continuous with his scheduled work, in which case he shall be paid his overtime rate or leave

work after eight (8) hours served upon Department Head approval. An employee called in to work under this provision shall remain available to work for the entire four (4) hour period.

(d) An employee absent on authorized sick leave with pay, jury leave with pay, holiday or on vacation, shall be considered to have worked his normal work shift during such absence. Employees absent on unpaid leave shall not be considered to have worked during such absence.

(e) Full-time dispatchers will be offered overtime before part-timers during regular full-time shift period. (This does not include those shifts normally staffed by part-timers).

Section 12.3 (a) Supervisory personnel outside of the bargaining unit shall not, except in emergency situations or for instructional purposes, perform overtime work normally performed by employees covered by this Agreement if they gain thereby any benefit in the form of compensatory time off or overtime pay.

(b) The parties agree that emergency situations and changes in operations may require a seven (7) day schedule. Therefore, the Employer agrees to notify employees as soon as possible of a change in schedule. The Employer further agrees not to change work schedules for the sole purpose of eliminating overtime.

Section 12.4 Overtime premium pay may be waived in lieu of compensatory time off at the discretion of the employee. Compensatory time off shall be accrued at the same rate as overtime pay. No employee may accrue more than eighty (80) hours of compensatory time off. Requests for use of compensatory time shall be submitted to the Department Head and may be granted at the sole discretion of the Department Head based upon the Employer's operational needs. All unused compensatory time will be paid out to the Employee at the last pay period in May.

ARTICLE 13
NEW OR CHANGED JOBS

Section 13.1 (a) The Union and the Village will meet on an annual basis to identify the Civil Service job descriptions promulgated by the Genesee County Civil Service Commission, which apply to each job classification listed in "Appendix A." Existing job classifications and pay grades shall not be changed without a negotiated Agreement between the parties.

(b) All new or changed jobs will be posted for a minimum of seventy-two (72) hours prior to being filled by the Village.

(c) When a job is posted, Supervisors must at all times refrain from engaging in conduct which may discourage an employee from bidding on the proposed position, and in addition, shall abstain from any indication of appointment.

(d) The new or changed job will be awarded to the best qualified applicant. When the applicants are relatively equal in qualifications, the job will be to the applicant with the most seniority. The determination of the qualifications or capabilities of an applicant shall rest with the Employer, subject only to the grievance procedure. In any grievance under this section

which disputes the determination made by the Village, the Union shall have the burden of demonstrating that the chosen candidate and the grievant are relatively equal in qualifications, and that the chosen candidate had less seniority than the grievant.

Section 13.2 Any employee who is assigned to work in a higher classification shall receive the rate of pay for such higher classification for the hours he so works, provided he works two (2) hours in the higher classification in an eight (8) hour period. All assignments to a higher classification shall be made in writing by the Department Head. Should any employee be assigned to work in a lower classification, he shall be paid his regular rate of pay. Any employee assigned additional responsibility during an extended absence of a Department Head shall receive an additional fifty cents ($0.50) per hour for work performed (including weekend and overtime work) during such period. All assignments shall be made in writing by the Department Head.

Section 13.3 The Village shall reimburse employees for approved training coursework, as budgetary limits allow, that is directly related to work done by the employee or work which may reasonably be expected of the employee in the immediate future. An employee seeking reimbursement for training must request approval by the Village in advance. The Village shall determine the relevancy of the requested training, and final approval of the employee's request shall rest with the Village Board. If the training is approved, the Village will reimburse the employee after the employee presents documentation demonstrating that he or she has successfully completed the training. All time spent by the employee in connection with the training shall be without pay, unless compensation is expressly authorized by the Village.

ARTICLE 14
WAGES

Section 14.1 Wages for employees covered by the Agreement shall be in accordance with the schedule set forth in "Appendix A."

Section 14.2 All pay changes shall be effective on the date of promotion or demotion.

Section 14.3 All full-time dispatchers working on a regularly scheduled evening shift (3:00 p.m. to 11:00 p.m.) shall receive an extra twenty-five cents ($0.25) per hour for such evening or night hours. All full-time dispatchers working on a regularly scheduled night shift (11:00 p.m. to 7:00 a.m.) shall receive an extra thirty cents ($0.30) per hour for such evening or night hours.

Section 14.4 In the event that an employee's position requires that he or she possess a commercial drivers license ("CDL"), then the Village shall pay the licensing fees associated with the renewal of such required CDL license. The Village shall not be required to pay any expenses or fees associated with the employee obtaining the CDL license for the first time.

Section 14.5 The Village agrees to make available an IRS Section 125 Plan within thirty (30) calendar days after the execution of this contract. This benefit will be available to all bargaining unit members, and the Village will bear any administrative expense.

ARTICLE 15
VACATIONS

Section 15.1 (a) All full-time employees of the Village shall be eligible to take an annual vacation with pay. All vacations shall be based upon the following lengths of service:

Years of Service	Vacation
1 year continuous service	5 work days
2 through 4 years continuous service	10 work days
5 through 9 years continuous service	15 work days
10 years of continuous service	20 work days
16 through 20 years of continuous service	1 addition day for each year of service

Maximum vacation shall be twenty-five (25) days per year.

(b) Dates of vacation shall be selected on seniority basis within the particular work section, and shall require approval of the appropriate Department Head at least two (2) weeks prior to the commencement thereof. Employees may only take vacation in full or half day increments.

(c) If an enumerated holiday as provided herein falls during a vacation period, the employee shall be entitled to an additional day of paid vacation.

(d) The amount of vacation for which each employee is eligible shall be considered to be available to him in the calendar year in which the length of service entitling him to vacation will be completed and shall be taken within that year.

Section 15.2 An employee eligible for two (2) or more weeks vacation may carry over up to five (5) working days of vacation into the next calendar year, subject to the following limitations:

(a) In order to be eligible to carry-over a part of his vacation to the following calendar year, the employee must take in the then current calendar year at least one week of vacation for which he is eligible during the current calendar year.

(b) Any vacation time to be carried-over will be identified and scheduled with the appropriate Department Head before the current calendar year has expired.

(c) Any vacation time carried-over from one calendar year into the next must be scheduled and completed no later than the payroll week ending on or immediately after May 15 of the year in which the vacation is taken.

ARTICLE 16
HOLIDAYS

Section 16.1 Holiday Pay. Holiday Pay is compensation paid for time during which work would normally be performed, said work having been suspended by reasons of holidays listed in Section 16.2(a) below.

Section 16.2 (a) Holidays.

New Years Day	Christmas Eve Day
Washington's Birthday	Christmas Day
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	Employee's Birthday
	Dr. Martin Luther King Day/Floating Holiday

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

(c) Whenever any of the above holidays fall on a Sunday, the Monday immediately following shall be considered as the holiday.

(d) All unit employees shall be credited with the number of hours in their normal work shift for each of the above holidays.

(e) To be eligible for holiday pay credit an employee shall have worked his scheduled work day immediately preceding and immediately following any paid holiday.

(f) An employee on formal unpaid leave of absence or layoff removed from the payroll shall not receive holiday pay credit during such leave.

(g) On regular paid holidays, only those employees shall be on duty whose services are necessary.

(h) Any employee selecting the Dr. Martin Luther King Day/Floating Holiday as a floating holiday must notify his/her supervisor at least two weeks prior to Dr. Martin Luther King Day of the alternate date selected. Approval of the alternate date is subject to the Village's operational needs.

ARTICLE 17
SICK LEAVE

Section 17.1 All full-time employees shall accumulate one and one fourth ($1^1/_4$) days of sick leave for each calendar month of paid service.

Section 17.2 Unused sick leave shall accumulate from year to year to a maximum amount of ninety (90) work days. Each employee may, one time only during his or her employment with the Village, make an election to accumulate his or her unused sick leave to a maximum amount of one hundred sixty-five (165) days.

Section 17.3 When an employee has accumulated a maximum of ninety (90) work days, he shall be paid one-half (½) of all earned sick days beyond the maximum of said ninety (90) work days accumulated. Such pay shall be given to employees each year in the first payroll in the month of December. Employees who have elected to accumulate sick leave beyond ninety (90) days, as permitted by Section 17.2, shall not be entitled to the payment provided by this section.

Section 17.4 Sick leave shall be used only for the following:

(a) Personal illness or incapacity resulting from causes beyond an employee's control;

(b) Illness of a member of the employee's family that requires the employee's personal care and attention not to exceed two (2) days;

(c) Enforced quarantine of an employee or member of his household in accordance with community health regulations.

The Village and the Union agree that employees shall continue to be required to submit proof of personal illness required according to the past practice of the parties (i.e., proof of personal illness required after an absence of three (3) or more consecutive work days). Any absence for which an employee has not submitted proof of illness, as required by this paragraph, may be considered an unexcused absence and may be just cause for discipline. Employees may only take sick leave in minimum increments of two (2) hours.

Section 17.5 Unused sick leave balances accrued below one hundred sixty-five (165) days will be converted to a credit computed at one-half (½) of all earned sick leave upon the employee's retirement to be applied towards the purchase of the retired employee's health insurance policy as offered by the Village's group health insurance program. The employee may receive said benefit, at his option, distributable in cash payment bi-weekly or lump sum. Employees who use unused sick leave credit towards retirement, as permitted by Section 41-j of the New York State Retirement System, shall not be entitled to the benefits provided by this section.

ARTICLE 18
PERSONAL LEAVE

Employees will be allowed to use two (2) personal leave days per year for the purpose of conducting personal business of the employee. These two days, when they are taken will be

drawn out of the accumulated sick leave of the employee. Personal days will be requested in writing from the employee's immediate superior at least forty-eight (48) hours in advance, however in cases of an emergency this time period may be waived. Personal days are subject to approval of the Department Head.

ARTICLE 19
LEAVE OF ABSENCE

Section 19.1 Bereavement. Death in the immediate family -- An employee shall be entitled to take up to three (3) work days paid leave between death and the funeral without charge to sick leave upon the death of any member of his immediate family. Immediate family shall be the following: spouse, child, parents, grandparents, grandchildren, stepparents, brother, sister, stepbrother, stepsister, father-in-law, or mother-in-law, of the employee. An employee shall be entitled to one (1) day paid leave upon the death of the following: brother-in-law, sister-in-law, uncle, aunt, nieces, nephews, and fellow employees, except for those needed to perform the necessary functions.

Section 19.2 Jury Leave. Any full-time employee who is required to serve jury duty including judicial subpoenas issued in connection with a job related situation shall receive his usual weekly or daily compensation while so serving, less any amounts paid to said employees for jury service excluding mileage.

Section 19.3 Military Leave. The re-employment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

ARTICLE 20
HEALTH INSURANCE

Section 20.1 Eligibility. All full-time employees shall be eligible to receive health insurance benefits as described in this Article.

Section 20.2 Heath Insurance Coverage. After becoming an eligible employee, an eligible employee may elect to receive health insurance coverage under the Finger Lakes Premier Health Plan (administered by the Service Employees International Union) with a $5/$20/$35 prescription drug coverage benefit. The Village may change the health insurance plan or plans offered to all Village employees, provided the new health insurance plan or plans offer coverage that is substantially similar to the coverage provided by the current Finger Lakes Premier Health Plan. The specific benefits provided by any health insurance plan shall be determined exclusively by the insurance company providing the coverage.

Section 20.3 Payment of Premiums. If an eligible employee elects health insurance coverage under Section 20.2 above, the Village shall pay one hundred percent (100%) of the premium for such insurance coverage.

Section 20.4 Least Expensive Coverage. If an employee and that employee's spouse are eligible for health insurance coverage provided by the Village and do not have any eligible dependents, the employee and the spouse will each be provided with individual coverage, if such option is less expensive and permitted by the insurance company.

Section 20.5 Health Insurance Buy-Back.

(a) If an eligible employee demonstrates that he or she is covered under a health insurance plan to which another individual subscribes, then the eligible employee may elect to decline health insurance coverage. In no event shall an employee be allowed to decline health insurance coverage without proof of alternate coverage.

(b) If an eligible employee elects to decline health insurance coverage for an entire calendar year, then the Village shall pay the employee five hundred dollars ($500.00). Payment for declining health insurance coverage shall be made in the first payroll of December of the calendar year in which the employee declines coverage.

ARTICLE 21
RETIREMENT

Section 21.1 (a) The Village agrees to provide Section 75-g, 60-b and 41-j of the New York State Retirement System.

(b) Section 75-g is the 25 year retirement plan with 1/60th fraction thereafter; Section 60-b is the guaranteed ordinary death benefit, 3 times annual earning with a maximum of $20,000.00; Section 41-j grants allowance of unused sick leave credit towards retirement.

(c) The Village agrees to apply for any enhancement in present retirement benefits by applying for membership in Section 75-i to replace 75-g of the New York State Retirement System.

(d) In the event that the New York State Legislature passes an optional enhanced retirement incentive for public safety dispatchers, the parties agree to meet and confer regarding the benefits offered. The current retirement benefits offered to Dispatchers shall not be modified unless the Village and the Union agree.

Section 21.2 The Village agrees to continue its current practice of allowing retirees to purchase health insurance through the Village's group plan by paying one hundred percent (100%) of the applicable premium to the Village on a monthly basis.

Section 21.3 Upon the request of either party, the Village and the Union agree to reopen contract negotiations on any early retirement incentive offered by the NYS Retirement System or any other agency that could offer a retirement incentive to a member(s) of the bargaining unit. Such reopener would be limited to negotiation of the retirement incentive alone and affect no other provisions of the Agreement.

ARTICLE 22
NO DISCRIMINATION

Section 22.1 The parties hereto agree that there shall be no discrimination against any person because of race, religion, creed, color, national origin, age, sex, sexual orientation, marital status, disability, genetic predisposition or carrier status, veteran status, political affiliation or status as a member of any other protected group or activity.

Section 22.2 The use of the male or female gender of nouns or pronouns in this Agreement is not intended to describe any specific employee or group of employees but is intended to refer to all employees in the bargaining unit regardless of sex.

ARTICLE 23
SAFETY AND SAFETY EQUIPMENT

Section 23.1 (a) Under no circumstances will an employee be required to work in violation of any applicable statute or court order, or in violation of government regulation relating to safety of person or equipment or dangerous conditions.

(b) The Village and the Union agree to form a joint labor/management safety committee. The safety committee shall meet as often as necessary, but no less than twice a year, for the purpose of working together to provide a safe work place. The committee shall be comprised of two (2) Union representatives appointed by the Division President, and two (2) Village representatives designated by the Village.

Section 23.2 Employees shall immediately or at the end of their shift report all defects in equipment. The Employer shall not ask or require any employee to use equipment that has been reported in writing by any other employee as being unsafe operating condition unless such equipment has been inspected by the appropriate supervisor and the defect reported or declared in writing not to exist by said supervisor.

Section 23.3 All equipment which in the judgment of the appropriate supervisor is not sound or is unsafe shall be appropriately tagged so that it cannot be used by other employees until properly repaired.

Section 23.4 (a) The Employer will provide all special tools as may be required to adequately perform the various tasks. All special tools shall be supplied, maintained and replaced by the Employer, except when lost, damaged or destroyed through an act of negligence or other deliberate acts on the part of the employee, in such case, the employee shall be responsible for restitution.

(b) A list of the personal hand tools supplied by an employee will be given to the Department Head within one day of the time he supplies them.

Section 23.5 The Employer agrees to furnish the following safety equipment:

(a) Safety glasses with prescription lenses.

(b) Boots and rain gear.

(c) Welding protective gear (gloves, burning goggles, welding hoods and protective sleeves).

(d) Work gloves for all employees upon surrendering previously issued pair.

(e) Hard hats will be worn by employees at all times during the performance of their duties upon the direction of any supervisor.

(f) As a health precaution, all employees are required to have tetanus shots at the intervals stipulated by the Genesee County Health Department to maintain adequate protection. Tetanus shots shall be arranged for and paid for by the Village.

(g) The Village will supply all employees of the Department of Public Works and the Sewer Plant with two sets of coveralls and one pair of insulated coveralls. If the coveralls are damaged on the job, they will be replaced by the Village.

(h) The Village will supply each full-time employee (except dispatchers) with an annual safety boot allowance of up to one hundred dollars ($100.00). An employee shall receive such allowance in the form of a reimbursement only after presenting a valid receipt to the Village Clerk.

All Village employees shall be required to wear and/or utilize all personal protective equipment at all times relevant to the performance of their duties. In the event that an employee does not use personal protective equipment when performing his duties, then such employee shall be subject to progressive disciplinary action as follows:

First Offense:	Verbal Warning
Second Offense:	Written Warning
Third Offense:	One day suspension
Fourth Offense:	One week suspension
Fifth Offense:	Termination

ARTICLE 24
WORKMANLIKE BEHAVIOR

All employees shall, at all times, conduct themselves in a workmanlike manner during their normal work day. Such standards of behavior shall be applicable, as well, to safety rules and public decency.

ARTICLE 25
SEXUAL HARASSMENT POLICY

The Union and the Village agree that sexual harassment, as defined by the Village's Sexual Harassment Policy, shall be prohibited in the work place. Any violation of the policy may be subject to discipline under this Agreement.

ARTICLE 26
FMLA LEAVE

Section 26.1 The Union and the Village adopt all provisions of the Family and Medical Leave Act of 1993 ("FMLA"), and any subsequent amendments thereof, including specifically the rights and options provided to employees and the rights and options provided to the Village as employer, except as specifically limited in Section 26.2, below.

Section 26.2 Notwithstanding Section 26.1, the Village may not require an employee to substitute any period of accrued paid vacation leave for leave which qualifies under the FMLA.

ARTICLE 27
LEGISLATIVE APPROVAL

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS COMPLETION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL.

ARTICLE 28
VALIDITY, TERMINATION AND MODIFICATION

Section 28.1 If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this Agreement. The Parties hereby agree to re-negotiate any such part found to be illegal.

Section 28.2 Unless otherwise specified herein, the provisions of this Agreement shall take effect as of June 1, 2006 and shall remain in effect through May 31, 2008.

FOR THE SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 200 UNITED

President, Local 200 United

Chairman, Village Local

Negotiator, Village Local

FOR THE VILLAGE OF LEROY

Mayor

APPENDIX A
WAGE RATES

Section 1. The following job classifications and pay grades are established:

TITLE	PAY GRADE
Wastewater Treatment Plant Operator	11
Water & Wastewater Line Maintenance Worker	10
Heavy Equipment Operator	10
Water & Wastewater Maintenance Worker I	9
Water & Wastewater Maintenance Worker II	8
Electrician	7
Laboratory Technician	7
Motor Equipment Operator	7
Head Dispatcher	7
Dispatcher	7
Water & Wastewater Maintenance Worker III	7
Wastewater Treatment Plant Operator Trainee	6
Public Works Maintenance Worker I	6
Public Works Maintenance Worker II	5
Public Works Utility Worker	5
Laborer	4
Clerk-typist	3
Cleaner	1
Part Time Dispatcher	N.A.

Section 2. As of June 1, 2006, employees shall receive wages as follows:

June 1, 2006 - May 31, 2007 (includes 3% increase)

Pay Grade	[A]	6 Mos. [B]	1 Yr. [C]	2 Yrs. [D]	3 Yrs. [E]
1	12.70	13.08	13.40	13.79	14.17
2	13.85	14.49	14.84	15.22	15.58
3	14.51	14.84	15.22	15.58	15.82
4	14.84	15.22	15.58	15.82	17.35
5	15.22	15.58	15.82	17.35	18.01
6	15.58	15.82	17.35	18.01	18.93
7	15.82	17.35	18.01	18.93	19.94
8	17.35	18.01	18.93	19.94	20.71

9	18.01	18.93	19.93	20.71	20.88
10	18.93	19.93	20.71	20.88	21.04
11	19.93	20.71	20.88	21.04	21.57
PT Dispatcher			12.66		

June 1, 2007 - May 31, 2008 (includes 3% increase)

Pay Grade	[A]	6 Mos. [B]	1 Yr. [C]	2 Yrs. [D]	3 Yrs. [E]
1	13.08	13.47	13.80	14.20	14.60
2	14.27	14.92	15.29	15.68	16.05
3	14.95	15.29	15.68	16.05	16.29
4	15.29	15.68	16.05	16.29	17.87
5	15.68	16.05	16.29	17.87	18.55
6	16.05	16.29	17.87	18.55	19.50
7	16.29	17.87	18.55	19.50	20.54
8	17.87	18.55	19.50	20.54	21.33
9	18.55	19.50	20.54	21.33	21.51
10	19.50	20.54	21.33	21.51	21.64
11	20.54	21.33	21.51	21.64	22.22
PT Dispatcher			13.04		

APPENDIX B
COPE DEDUCTION AUTHORIZATION

On Political Education voluntary contribution deduction provisions from its employees who are Union members, the following form shall be used for such deductions:

"I hereby authorize the company to deduct from my pay the sum of $2.00 per year and to forward that amount to the Local 200 United SEIU Committee on Political Education. This authorization is voluntarily made with the specific understanding that the signing of this authorization and making of payments to the Local 200 United SEIU Committee on the Political Education, are not conditions of membership in the Union or of employment with the Company and that the Local 200 United SEIU Committee on Political Education will use the money it receives to make political contributions and expenditures in connection with Federal, State or local elections.

This authorization and direction shall be irrevocable for the period of one (1) year and I agree and direct that this authorization and direction shall be automatically renewed, irrevocable for successive periods of one (1) year, unless written notice of its revocation is given by me to my employer and said Local Union by registered mail, return receipt requested, thirty (30) days prior to the expiration of each term of one year."

Signature _____ Home Telephone No. _____

Name _____

Company _____

Home Address _____

City _____ State _____ Zip Code _____

Social Security No. _____

Employer _____

Authorized Local 200 United SEIU COPE deductions will be made at intervals agreeable to the parties to this Agreement. All such contributions will be submitted by the Employer the Secretary-Treasurer of the Union.

APPENDIX C
SUBSTANCE ABUSE AGREEMENT

The policies stated herein shall include alcohol, and the following drugs: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, (5) phencyclidine, as listed in 49 CFR Part 40.

As used in this agreement, the reference to a "pre-employment" test (see **PROHIBITED CONDUCT**) refers to tests required of current employees prior to promotion or transfer from one position to another position. Effective January 1, 2004, the terms and conditions contained in this Substance Abuse Agreement apply to all employees of the Village of LeRoy.

PROHIBITED CONDUCT

No employee shall report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her blood alcohol concentration is 0.02 or greater. No employee shall use alcohol within four (4) hours of reporting for duty. No employee shall use alcohol during the hours that he/she is on-duty or on call. No employee shall possess alcohol while on duty. No employee shall report for duty or remain on duty when the employee uses any controlled substance, except when use is pursuant to the instructions of a physician who has advised the employee that the substance does not adversely affect the employee's ability to operate a commercial motor vehicle or the performance of his/her job. No employee shall report for duty, remain on duty or perform a safety-sensitive function if the employee tests positive for controlled substances. No employee shall engage in the manufacturing, distribution, dispensing, possession, or use of prohibited substances while on the job. No employee shall refuse to submit to a pre-employment, post-accident, random, reasonable suspicion, or a follow-up alcohol or controlled substance test.

Violation of these provisions is prohibited and shall constitute just cause for discipline as described herein.

APPLICABILITY

The testing procedures shall apply to all employees including fulltime, part-time, and any employee who is required to have a CDL as part of his/her job.

Any employee who voluntarily reports a substance abuse problem to the Mayor or the Village Clerk prior to the Village directing the employee to be tested, will be given all possible assistance in the most confidential manner possible.

REPORTING

Employees have the obligation to report to the Mayor or the Village Clerk use of any controlled (prescriptive) substance that may affect the performance of his/her duties. Such employees should be prepared to produce proof of medical authorization for use of such controlled substance upon request. An employee, using a drug or over-the counter remedy legally prescribed and properly taken, will not be disciplined, but may be prohibited from performing the function of his/her position. Failure to report such use or provide proof of authorization upon request may result in disciplinary action.

TESTING

Drug screen and/or breath alcohol tests shall be administered under the following circumstances:

- Pre-employment (before transferring to a position as deemed necessary by the Village).
- Reasonable suspicion.
- Random.
- Follow-up to a positive test.
- Return to duty from a positive test.
- Post-accident (required under the following circumstances):

  (a) Fatal accidents.

  (b) Non-fatal, if immediate medical attention away from the scene is required.

  (c) Either vehicle is towed.

Following *any* on-duty accident, the employee shall contact the employer as soon as possible. If testing is required, the employee will be tested as soon as possible, but not to exceed eight hours for alcohol testing, and 32 hours for drug testing. Any employee involved in an accident, must refrain from alcohol use and remain on duty until he/she undergoes a post-accident alcohol test. Any employee, who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing, will be considered to have refused the test and will be subject to discipline up to and including discharge. Employees tested under this provision will include not only the operations personnel, but also any other employee whose performance could have contributed to the accident.

The tested employee shall bear all costs associated with return to duty and follow-up testing, and employees will not be paid for time associated with such tests.

Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA) approved evidential breath-testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial testing indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test.

All positive drug screen assay tests must be confirmed by GC/MS testing as well. A strict chain of custody procedure must be followed.

All urine samples will be divided as required and an independent test performed when requested by the individual at a mutually agreed Lab. This test will be at the expense of the individual. If the test is negative, the Company will reimburse the employee for the test.

All urine specimens will be taken by the Village's authorized contractor or designee. The collection site and the collection of the specimens will be in compliance with Federal Regulations.

Whenever possible, operators will be tested before starting a piece of work.

The Company may not require an employee to remove any clothing for the purpose of collecting a sample except the Company may require that an employee leave any personal belongings, any unnecessary coat, jacket, or similar outer garments outside of the collection area (other than worn clothing).

CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT

If an employee engages in prohibited conduct, that employee may not perform the functions of his/her job and the Employer shall immediately remove the employee from service. An employee who has engaged in prohibited conduct shall not receive wages for the period of time that he/she has been removed from service.

The Employer shall provide any employee who engages in prohibited conduct with the names, addresses and telephone numbers of qualified substance abuse professionals. If the employee wishes to return to the work place, the employee must submit to an evaluation by a substance abuse professional, as provided in 49 C.F.R. §382.605.

When the results of an employee's random alcohol or drug test demonstrate that the employee has engaged in prohibited conduct involving the off-duty use of alcohol or marijuana, the Employer may, in addition to those measures required by federal law, suspend the employee for one week without pay for the first offense. Such one-week suspension may be served before the employee satisfies any return-to-duty requirements of federal law. If, after serving the one week suspension, the employee has not satisfied the return-to-duty requirements as provided in 49 C.F.R. §40.305 or as otherwise required by federal law, then the employee may use any sick leave benefits or vacation benefits standing to the employee's credit. If, within a period of five years after the first offense, the results of an employee's random alcohol or drug test demonstrate that the employee has engaged in prohibited conduct involving the off-duty use of alcohol or marijuana, the Employer may, in addition to those measures required by federal law, take disciplinary action, up to and including termination, in accordance with the disciplinary provisions of the applicable collective bargaining agreement.

When an employee engages in any other kind of prohibited conduct, the Employer may, in addition to those measures required by federal law, take disciplinary action, up to and including termination, in accordance with the disciplinary provisions of the applicable collective bargaining agreement.

Test results for controlled substances shall be "positive" when the level of concentration in urine is higher than the cutoff levels as described in 49 C.F.R. § 40.305 (a).

CONFIDENTIALITY

The Employer will make every effort to assure confidentiality (conform to all Federal, State, and Local Laws) throughout the testing process, and to protect the individual's dignity and right to confidentiality. Except as required by law or as necessary in arbitration, legal or grievance proceedings related to the matter, or expressly authorized or required by the regulations, the Employer will not release any information from the records it is required to maintain under the regulations. The employee and the Union, if so authorized by the employee, upon written request, is entitled to obtain copies of any records pertaining to the employee's drug and alcohol testing.

COST OF REHABILITATION

The Employer shall provide employees who have engaged in prohibited conduct with a referral to its Employee Assistance Program (EAP). Any cost for rehabilitation over and above that provided for in the EAP program shall be borne by the employee.

ADDITIONAL TERMS AND CONDITIONS

The Village will develop programs designed to educate employees about the dangers of substance and alcohol abuse, the EAP services available through the Village, and about public and private services available to employees who have a substance abuse problem.

Education and training will be provided for all appropriate personnel. All training and education expenses shall be paid by the Village.

All safety-sensitive employees covered by the terms of recent regulations shall be provided with appropriate literature advising them of the new legislation, its requirements, and the individual's rights and responsibilities under the law. It is not intended that this Agreement violate any individual's rights.

WAIVER

Should the regulations concerning mandatory drug and alcohol testing issued by the U.S. Department of Transportation (49 C.F.R. Part 653 or 654) or any parts or portions thereof, or the provisions of this Agreement found to be invalid or unconstitutional, such provisions shall be rendered null and void and cease to be effective, pending renegotiations by the parties.

Both parties agree to abide by any changes issued by DOT concerning mandatory drug and alcohol testing.

REFUSAL

Any employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be removed from duty immediately, and will be subject to discipline, which may include discharge. Refusal can include an inability to provide a

specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence, resulting in the inability to conduct the test.

CONTACT PERSON

An employee with questions regarding this policy or any other aspect of the drug-free and alcohol-free program should contact the Mayor or the Village Clerk.

FOR THE SERVICE EMPLOYEE'S INTERNATIONAL UNION, LOCAL 200UNITED

Jerry Dennis, President Date

Carl Monti 8-30-06

Carl Monti, Date
Business Representative

FOR THE VILLAGE OF LEROY

James DeLooze, Mayor Date