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

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**Employer Name: Menands, Village of**

**Union: Village of Menands Water, Street and Sanitation Works Unit, International Brotherhood of Teamsters (IBT)**

**Local: 294**

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BC/8813

**AGREEMENT**

**Between the**

**VILLAGE OF MENANDS**

**And**

**TEAMSTERS LOCAL 294**

**(Water, Street and Sanitation Works Unit)**

**For the Period**

**June 1, 2013 through May 31, 2016**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
PREAMBLE.....	1
1 CERTIFICATION.....	2
2 EMPLOYEE ORGANIZATIONAL RIGHTS.....	2
3 DUES DEDUCTION.....	2
4 BULLETIN BOARD.....	3
5 NO STRIKE PROVISION.....	3
6 LABOR MANAGEMENT COMMITTEE.....	4
7 MANAGEMENT RIGHTS.....	5
8 CONTRACT GRIEVANCE PROCEDURE.....	6
9 SENIORITY.....	7
10 DISCIPLINARY PROCEDURE.....	8
11 DRUG AND ALCOHOL TESTING PROCEDURE.....	8
12 HOLIDAYS.....	8
13 VACATION.....	9
14 SICK LEAVE.....	11
15 BEREAVEMENT LEAVE.....	13
16 WORK DAY, WORK WEEK AND OVERTIME ASSIGNMENTS.....	14
17 COMPENSATION.....	16
18 INSURANCES.....	17
19 CLOTHING AND EQUIPMENT.....	19

Final 11/1/2013

<b><u>ARTICLE</u></b>	<b><u>PAGE</u></b>
20 FAMILY AND MEDICAL LEAVE POLICY.....	20
21 USE OF PRIVATE VEHICLE.....	20
22 NONDISCRIMINATION .....	20
23 ENTIRE AGREEMENT .....	21
24 SAVINGS CLAUSE.....	22
25 STATUTORY PROVISION .....	22
26 TERM OF AGREEMENT .....	22

**APPENDICES**

A SALARY SCHEDULE.....	24
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**PREAMBLE**

This Agreement made and entered into by and between the Village of Menands, a municipal corporation of the State of New York in the County of Albany, with its principal place of business and office at the Village Municipal Building, Menands, New York, hereinafter referred to as the "Employer" or the "Village" and Teamsters Local 294, hereinafter referred to as the "Union", Menands, New York.

Both parties mutually agree that their objective is for the good and welfare of the Employer and Union alike. Both parties further agree that in the interest of collective bargaining and harmonious relations, they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Employer and Union regard all personnel as public employees who are to be governed by high ideals and honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

It is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and all other terms and conditions of employment, to increase the efficiency and productivity of employees in the Department of Public Works and to provide for prompt and fair settlement of grievances without any interruption or other interference with the operation of such Department.

**ARTICLE 1**

**CERTIFICATION**

By Order dated May 1, 2001, the New York State Public Employment Relations Board certified the Union as the exclusive representative, for the purpose of collective negotiations and the settlement of grievances, of members of the bargaining unit consisting of the following employees of the Employer:

All full-time and regular part-time employees in the Water, Street and Sanitation Departments.

**ARTICLE 2**

**EMPLOYEE ORGANIZATIONAL RIGHTS**

The Employer will not meet with or negotiate with any other employee organization with respect to terms and conditions of employment of the employees covered by this Agreement.

**ARTICLE 3**

**DUES DEDUCTION**

The Employer shall deduct from the wages of the employees and remit on a monthly basis to the Secretary Treasurer of Teamsters Local 294, 890 Third Street, Albany, NY 12206, regular monthly membership dues for those employees who have signed the appropriate payroll deduction authorization forms.

The Employer shall deduct from the wages of any employee who is not a member of the Union an amount equal to the amount of membership dues collected from Union members pursuant to the provisions of Subdivision 3 of Section 208 of the Civil Service Law. The Employer's obligation to deduct agency fees hereunder is

Final 11/1/2013

conditioned upon the Union complying with the requirements of paragraph (b) of subdivision 3 of Section 208 of the Civil Service Law.

If the legislature of the State of New York enacts, and the Governor signs, legislation repealing the provisions of Subdivision 3 of Section 208 of the Civil Service Law, the parties agree to continue agency fee provisions as written above, provided the Union maintains a refund procedure similar to that presently existing under paragraph (b) of subdivision 3 of Section 208 of the Civil Service Law.

The Union agrees to indemnify and to hold the Employer harmless from any causes of action, claims, complaints, losses or damages, including attorney's fees, incurred in the defense of any such causes of action, claims, complaints, losses or damages as a result of agency fee deductions.

#### **ARTICLE 4**

##### **BULLETIN BOARD**

It is agreed that the Employer will furnish a bulletin board of a maximum size of four feet long by four feet wide, for the purpose of posting Union notices to Union members.

#### **ARTICLE 5**

##### **NO STRIKE PROVISION**

5.1 The Union agrees that it shall not cause, instigate, condone or engage in any strike against the Employer nor shall it impose upon its members the obligation to assist or participate in any such strike against the Employer.

5.2 The Union shall exert its best effort to prevent and terminate any strike against the Employer.

5.3 The Village shall not lock out bargaining unit employees for any reason.

**ARTICLE 6**

**LABOR MANAGEMENT COMMITTEE**

6.1 In order to facilitate communications and understandings between the Union and the Village, there shall be established a joint labor/management committee consisting of no more than four (4) members, a maximum of two (2) of whom shall be selected by the Village and a maximum of two (2) of whom shall be selected by the Union from among employees in the bargaining unit. This Committee shall meet once every three (3) months for the purpose of reviewing mutual problems, questions arising concerning contract provisions and personnel problems, and to otherwise promote a climate conducive to a constructive employee/employer relationship. Should it be necessary for a meeting to be held at any time less than three (3) months from the previous meeting, said meeting may be called by either party, upon the consent of the other party, to review matters of an urgent or emergency nature. It is intended that the subject matter of these meetings will be constructive to enhance communications and understandings with fewer issues having to be considered in the grievance procedure.

6.2 A proposed written agenda will be exchanged by each party one (1) week in advance of each Labor/Management Committee meeting.

6.3 Labor/Management Committee meetings shall be conducted in good faith. The Committee shall have no power to contravene any provisions of the Agreement. The Committee will not be an extension of, or substitute for, the formal grievance procedure or collective bargaining.



Final 11/1/2013

6.4 Labor/Management Committee members acting on behalf of the Union shall suffer no loss of time or pay for up to one (1) hour each of time spent in the regular quarterly meetings. Such time off may not be combined and is not cumulative. A staff representative of the Union and/or a consultant on behalf of the Village may render assistance to the Committee as necessary to fulfill the objectives of this Article, and may participate in all such meetings.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

7.1 Management Rights. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it including, but not limited to: the right to determine the mission, purpose, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required to conduct Employer programs; to administer the civil service appointment system; to direct, deploy and utilize the work force; and to discipline or discharge employees in accordance with the provisions of this Agreement. The Employer's failure to exercise any right, prerogative, privilege, function or authority in a particular way or manner shall not be considered or construed as a waiver of the Employer's right or prerogative to perform a function or exercise its authority in any way or a different way, not in conflict with the express terms of this Agreement.

7.2 Work Rules. Whenever the Employer changes work rules or issues new work rules, the Union will be given at least thirty days prior notice, except in case of an emergency, before the effective date in order that the Union may discuss said rules with

Final 11/1/2013

the Employer before they become effective if the Union so requests. Notice will be given to employees before such rules take effect and a copy will also be given to the Union.

## **ARTICLE 8**

### **CONTRACT GRIEVANCE PROCEDURE**

#### **8.1 Definitions.**

- a. **Contract Grievance.** For purposes of this Agreement, a "contract grievance" shall mean a claimed violation, misinterpretation or improper application of terms or provisions of this Agreement. The term "contract grievance" shall not include any dispute concerning any disciplinary or counseling matter.
- b. **Days.** For purposes of this Article, the term "days" shall mean calendar days.

#### **8.2 Procedure.**

- a. Prior to initiating a formal written contract grievance pursuant to this Article, the aggrieved employee or the Union are encouraged to resolve disputes subject to this Article informally by reviewing them with the appropriate immediate supervisor.
- b. In the event the contract grievance is not resolved informally, the employee or the Union shall present the contract grievance in writing to the Mayor or his/her designee within ten (10) days after the occurrence of the act or omission giving rise to the contract grievance or within ten (10) days of the date on which the employee

or Union knew, or reasonably should have known, of such act or omission.

- c. The Mayor, or his/her designee shall meet with the Union and the grievant within ten (10) days after the contract grievance is filed. The Mayor or his/her designee shall render a decision in writing within seven (7) days after the meeting with the Union and the grievant.

8.4 Extension of Time Limits.

Any time limits set forth in this Article may be extended by the mutual, written agreement of the parties.

**ARTICLE 9**

**SENIORITY**

Section 1. Seniority shall be established as a continuous service in a bargaining unit title from the date of last hire. In the event of a layoff, the employee with the least seniority shall be laid off first, and if and when the work force is increased, the employees are to be returned to work in the reverse order in which they were laid off.

Section 2. All full-time employees shall be afforded the opportunity for any new job classification or work assignment in their department.

Section 3. Loss of Seniority. Any employee will lose his/her seniority under the following: a layoff that exceeds a 24-month period; an employee who, upon at least two (2) weeks prior written notice, resigns, and does not come back to work for a period in excess of one year; an employee who is terminated for just cause, and the termination is upheld. Seniority dates will be adjusted for employees who are laid off

Final 11/1/2013

and return within 24 months, or who resign upon proper notice and return to work within one year.

**ARTICLE 10**

**DISCIPLINARY PROCEDURE**

a. All employees covered by this contract shall be entitled to the full procedures set forth under §75 and §76 of the New York State Civil Service Law.

**ARTICLE 11**

**DRUG AND ALCOHOL TESTING PROCEDURE**

By Resolution adopted December 18, 1995, the Village established an Alcohol and Drug Testing Plan and Policy Statement which applies to all employees of the Village. This Plan and Policy will remain in effect; however, the Village may amend the Plan and/or Policy in order to remain in compliance with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and the regulations promulgated thereunder.

**ARTICLE 12**

**HOLIDAYS**

12.1 Allotment.

There will be twelve (12) days recognized as paid holidays in a calendar year.

The following ten (10) days shall be recognized as paid holidays in a calendar year:

- a. New Year's Day
- b. Martin Luther King Day
- c. President's Day
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Columbus Day
- h. Veteran's Day

Final 11/1/2013

- i. Thanksgiving Day
- j. Christmas Day

In addition to the ten (10) recognized days set forth above, there will be two (2) non-cumulative floating holidays. An employee must request the dates on which he/she wishes to utilize the floating holidays. Such request will be granted provided that such time off does not interfere with the operational needs of the Village. A dispute regarding a request to utilize a floating holiday on a particular date is not subject to arbitration under the pilot program established under Article 8 of this Agreement.

12.2 Employees who work on Thanksgiving, Christmas, New Year's Day, July 4<sup>th</sup> and Labor Day shall be paid time and one-half for all hours worked. With respect to Christmas, New Year's Day and July 4<sup>th</sup>, the holiday shall be the actual holiday, not the day observed by the Village.

### **ARTICLE 13**

#### **VACATION**

##### **13.1 Allotment.**

A full-time employee is entitled to be credited for vacation leave as of January 1 following his/her anniversary date of employment each year as follows:

<u>Service</u>	<u>Vacation</u>
After 1 year	2 weeks
After 5 years	3 weeks
After 10 years	4 weeks

Newly hired full-time employees will be credited, as of his/her first anniversary date, with vacation leave on a pro-rated basis for the balance of the calendar year.

##### **13.2 Eligibility.**

Final 11/1/2013

In order to be eligible for vacation, an employee must have at least one (1) full year of continuous full-time employment with the Village.

13.3 Accumulation.

An employee may accumulate a maximum total of 30 days of vacation. No employee will be credited with more than 30 days vacation; provided, however, an employee with an accrued maximum (30 days) of vacation leave or who will exceed the vacation accrual maximum at the next accrual crediting period (anniversary date), whose written request for use of vacation leave credits is denied, in writing, may accumulate more than 30 days of vacation leave credit during a fiscal year; provided, further, that the employee's balance of vacation credits does not exceed 30 days at the end of each fiscal year.

13.4 Vacation Credit Utilization.

Vacation leave credit shall be utilized in full calendar week intervals; provided, however, upon prior approval by the Mayor or his/her designee, an employee with two (2) or more weeks of vacation credit may utilize up to one week of vacation credit in multiple, single or half (1/2) day increments.

13.5 Vacation Selection and Schedules.

Twice a year, the Village will post a schedule setting forth the vacation slots available for selection during the one (1) year period beginning the first full week of the February following the first posting. The first posting will occur on or about December 1, and the second posting will occur on or about June 1. The periods during which vacation slots can be selected will remain open for thirty (30) days. The vacation selection process will end at the conclusion of this thirty (30) day period, and all

Final 11/1/2013

vacation selections will become final, subject to modification by the Village based on its operational needs.

Any request by an employee to utilize vacation leave credits in less than full week increments on an open slot shall be made in writing and received in advance by the Mayor or his designee. The advance delivery time of such request shall be at least 24 hours per day or partial day requested. The Mayor or his/her designee shall advise the employee of his/her approval or denial of such request by the end of the shift during which the request is delivered.

**13.6 Lump Sum Payment Upon Termination of Employment.**

Upon proper termination of service with at least two (2) weeks advance written notice, an employee will be paid for accumulated, unused vacation leave up to a maximum of thirty (30) days. No payment will be made if two (2) weeks advance written notice is not given, or if the employee is dismissed from service for cause or by virtue of forfeiture of office.

**ARTICLE 14**

**SICK LEAVE**

**14.1 Sick Leave Utilization.**

Sick leave is to be used for personal illness including visits to a doctor, dentist or other medical practitioner. Sick leave is defined as absence from employment because of illness, injury or quarantine resulting from exposure to contagious disease. Sick leave will be allowed only for such purposes as stated above. The Mayor or his/her designee may require substantiation of proper use of sick leave as may be deemed necessary. Abuse of sick leave will not be tolerated and may lead to disciplinary action.

Final 11/1/2013

The Labor/Management Committee established pursuant to Article 6 of this Agreement will meet to attempt to establish guidelines relating to circumstances under which medical documentation may be required to substantiate proper use of sick leave. Any such guidelines so established will be advisory only and will not limit the ability of the Village to require medical documentation under other appropriate circumstances.

14.2 Allotment.

On his/her anniversary date, a full-time employee with at least one (1) year full-time service shall be credited with ten (10) days sick leave, three (3) of which may be used for family illness. Upon prior approval by the Mayor or his/her designee, a full-time employee may use additional sick days for family illness. A newly hired full-time employee shall be credited with three (3) days sick leave after six (6) months.

14.3 Accumulation.

Sick leave may be accumulated to a maximum of 165 days. There is no payment for unused sick leave at time of termination.

14.4 Notice to Mayor.

Employees are urged to notify the Mayor or his/her designee as far in advance as possible if they cannot report to work due to illness. Employees must notify the Mayor or his/her designee of their intended absence at least one (1) hour before the shift begins. Failure to provide proper notice will result in loss of pay for the time period involved.

14.5 Use of Vacation Accruals.

Employees who have exhausted sick leave credits may be allowed to use vacation to cover absence due to illness.



**14.6 Retirement System Service Credit For Unused Sick Leave.**

During the term of this Agreement, the Village will continue its current practice of allowing employees in the bargaining unit to obtain service retirement credit in exchange for unused sick leave in accordance with Section 41, subdivision j of the Retirement and Social Security Law.

**ARTICLE 15**

**BEREAVEMENT LEAVE**

a. Allotment.

An employee will have no deduction made for time lost by reason of death in the "immediate family" up to a maximum of three consecutive days per occurrence, provided such days fall on scheduled work days and one of such days is the day of the funeral. "Immediate Family" as used herein shall mean husband, wife, mother, father, mother-in-law, father-in-law, child, brother and sister of the employee and any relative of the employee living in the household at the time of his or her death.

No deductions will be made for time lost by reason of death of an employee's grandparents or employee's spouse's grandparents up to a maximum of two consecutive days per occurrence, provided such days fall on scheduled work days and one such day is the day of the funeral.

No pay for time off will be granted unless there is a loss of time on scheduled work days. Bereavement leave is not cumulative. If two or more deaths occur simultaneously, the employee will be entitled to only three days in total.

The foregoing provisions of this Article will not apply when an employee is off duty for other reasons such as:

Leave of absence (other than connected with death)  
Holiday  
Illness  
Injury  
Personal leave  
Layoff

The Employer may, upon prior request, grant additional days of bereavement leave.

Probationary employees will receive bereavement leave at the discretion of the Mayor or his/her designee.

## **ARTICLE 16**

### **WORK DAY, WORK WEEK AND OVERTIME ASSIGNMENTS**

#### **16.1 Workday and Workweek.**

The basic work week for full time employees of the Department of Public Works is 35 hours consisting of five days of seven hours each. A lunch break is not included in this seven hours, but when possible, a ten (10) minute, on-site "coffee break" is included. For snow and other emergencies, the Village may vary shift schedules, and employees may be required to work split shifts. Such varied shift schedules will be addressed in Labor/Management Committee.

All employees are expected to be ready to begin their work shift at the appointed time. Tardiness and early departures are not acceptable and place an unfair burden on supervisors, co-workers and the department, and may be cause for disciplinary action. If the Village deems it to be appropriate, it may install and require the use of time clocks.

#### **16.2 Overtime Assignments.**

A. Definitions

- a. Scheduled Overtime. Scheduled overtime is any overtime that is scheduled/assigned at least 36 hours in advance of the time when such overtime is to be worked.
- b. Non-Scheduled Overtime. Non-scheduled overtime is any overtime that is scheduled/assigned less than 36 hours in advance of the time when such overtime is to be worked.

B. Scheduled Overtime Assignments.

Scheduled overtime will be mandatorily assigned by the Village to qualified employees on a rotating basis. The initial assignment will be to the most senior qualified employee on the seniority list, and the following assignments will then be made in the order that a qualified employee's name appears on the seniority list. When an assignment is made to the last person on the seniority list, the order of assignment will begin again at the top of the list.

C. Non-Scheduled Overtime Assignments

Non-scheduled overtime shall be offered to employees on a rotating basis among qualified employees and utilizing a seniority list. The initial offer of overtime will be made on the basis of seniority, with the senior qualified employee being offered the first opportunity for overtime. Thereafter, offers of overtime will be made on a rotating basis. When an offer is made to the last person on the seniority list, the order of offer will begin again at the top of the list. In the event the Village is unable to man an overtime assignment because of the unavailability or unwillingness of employees to accept the assignment offered, the Village may make such assignment to qualified employees on a

Final 11/1/2013

mandatory basis. Such mandatory non-scheduled overtime assignments shall be made on a rotating basis in order of inverse seniority.

**ARTICLE 17**  
**COMPENSATION**

17.1 Salary Schedule.

a. Effective June 1, 2013, the basic annual salary of full-time employees shall be increased by one percent (1.00%).

b. Effective June 1, 2014, the basic annual salary of full-time employees shall be increased by one percent (1.00%).

c. Effective June 1, 2015, the basic annual salary of full-time employees shall be increased by one and one-quarter percent (1.25%)

d. Employees hired on or after September 8, 2009 may be hired at Step 2, at the discretion of the Village, so long as the employee possesses an appropriate CDL driver's license.

e. Employees who are required to have a water license shall receive a \$0.25/hour stipend.

17.2 Advancement on Salary Schedule.

An employee whose salary is below the job rate shall be advanced one (1) step within the salary schedule effective the pay period immediately following the employment anniversary date on which the employee is eligible to advance.

17.3 Longevity.

a. In addition to the base salary provided in Sections 17.1 and 17.2 above, each employee shall receive longevity payments of \$85.00 per year for such

Final 11/1/2013

employee's sixth through fifteenth years of service and \$105.00 per year for such employee's sixteenth through twenty-fifth years of service. It is understood that the maximum amount payable to such employee is \$1,900.00.

## **ARTICLE 18**

### **INSURANCES**

#### **18.1 Eligibility.**

The Village shall provide health, prescription drug, vision and dental insurance coverage for each full-time employee and his/her dependents in accordance with the provisions of this Article 18. The Village shall provide term life insurance coverage for each full-time employee as hereinafter set forth.

#### **18.2 Hospitalization, Medical, Prescription Drug, Vision, Dental and Insurances.**

Major Medical, Medical, Prescription Drug, Vision and Dental coverage will be provided through THE TEAMSTERS LOCAL 294 HEALTH AND HOSPITAL FUND.

Employees hired prior to January 1, 2002 shall contribute twelve and one-half percent (12.5%) towards the health insurance premium regardless of the coverage chosen by the Employee.

Employees hired after January 1, 2002 shall contribute 25% of the cost of the health insurance premium.

#### **18.3 Health Insurance Buy-Out.**

Before the beginning of each calendar year, an employee may elect to discontinue health insurance coverage for said year and elect to be covered under health insurance from another source. If the employee chooses to participate in the Health Insurance Buy-Out Program, the following will occur:

Final 11/1/2013

- a. On the payroll date nearest December 1 of each year, the employee will receive a lump sum payment in the amount of \$1,500.
- b. The employee will have the option of reactivating his health insurance coverage for the forthcoming year by notifying the Village, in writing, on or before September 15th of each year. The reactivation will begin on January 1st.
- c. If the other health insurance of the employee terminates or fails to cover the employee for any reason during a year in which the employee elects to participate in the Health Insurance Buy-Out Program, the employee will notify the Village immediately and the Village will reactivate the employee's Village health insurance coverage. Health Insurance Buy-Out Program will be made on a prorated basis in December.

18.4 Benefits for Members Who Retire.

With respect to an employee who retires during the term of this Agreement, the Village shall offer health insurance coverage to the extent provided other retirees and shall contribute toward the cost of such coverage at the same rate as for pre-Medicare retirees.

18.5 Life Insurance.

The Village will provide term life insurance to each full-time employee through the New York State Teamsters Council Health and Hospital Fund (Option I). The initial amount of insurance coverage will be \$10,000.0 per employee, which amount is subject to increase in accordance with the provisions of the Teamsters Plan. The Village will

Final 11/1/2013

contribute for such insurance the amount set forth in the rate schedule that has been provided by the Union.

## **ARTICLE 19**

### **CLOTHING AND EQUIPMENT**

#### **19.1 Uniforms.**

Employees shall wear clothing and equipment as directed by the Village.

#### **19.2 Issue of Clothing.**

The Village will provide each employee with the following:

- a. One (1) pair of steel toed work boots to be purchased by the employee, and paid for by the Village, up to a maximum of \$175.00 from a vendor identified by the Village; for newly hired Employees, for the first year of their employment, the Village shall purchase one pair of boots in the winter and one pair of boots for the summer (or a total of two pairs). As to all other employees, the Village shall provide a single pair of boots per year.
- b. Five (5) standard issue tee shirts;
- c. Five (5) pairs of standard issue work pants;
- d. Three (3) standard issue sweat shirts; and
- e. One (1) pair of Carhart brand overalls.
- f. Employees shall receive one pair of safety glasses every two (2) years, if needed, with UV protection and transitional trifocal lenses.

**ARTICLE 20**

**FAMILY AND MEDICAL LEAVE POLICY**

The Village will abide by the provisions of the Family and Medical Leave Act and the regulations promulgated thereunder, both as amended from time to time, and to the extent that such Act and regulations apply to the Village.

**ARTICLE 21**

**USE OF PRIVATE VEHICLE**

21.1 Mileage Reimbursement.

Employees are entitled to reimbursement for pre-approved use of personal vehicles on Village business. The personal vehicle mileage reimbursement rate for employees in this unit shall be consistent with the maximum allowance permitted by the Internal Revenue Service (per mile is set by the Village Board each year).

21.2 Travel Expenses.

Employees will be reimbursed for authorized, pre-approved travel expenses for Village purposes.

**ARTICLE 22**

**NONDISCRIMINATION**

The Employer and the Union agree that the provisions of this Agreement shall be applied to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation, to the extent required by law. The Employer recognizes the right of employees to become members of a Union and agrees not to interfere with their rights to do so or to retain membership. The Union recognizes its responsibilities as bargaining agent and agrees to treat all



Final 11/1/2013

employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 23**

**ENTIRE AGREEMENT**

This Agreement is the entire agreement between the Employer and the Union. It terminates all prior agreements, practices and understandings effective as of the date of ratification of this Agreement. Unless specifically set forth in this Agreement or by statute or regulation, any benefits or other terms and conditions of employment, previously enjoyed by the employees, are terminated.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to such subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE 24**

**SAVINGS CLAUSE**

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a Court or competent jurisdiction, such decision shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the entry of judgment, the parties agree to negotiate a substitute for the invalidated portion of the Agreement.

**ARTICLE 25**

**STATUTORY PROVISION**

IT IS UNDERSTOOD 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 26**

**TERM OF AGREEMENT**

The term of this Agreement shall be from June 1, 2013 through May 31, 2016.

Dated: 12, 2 2013

VILLAGE OF MENANDS

TEAMSTERS LOCAL 294

By: Megan Grenier  
MEGAN GRENIER, Mayor

By: John Bulgaro  
JOHN BULGARO, President

By: \_\_\_\_\_

By: Thomas Quackenbush  
THOMAS QUACKENBUSH,  
Business Agent

Final 11/1/2013

By: \_\_\_\_\_

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By: \_\_\_\_\_

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By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**APPENDIX A**  
**SALARY SCHEDULE**

**Laborers**

Step/Yrs	Hourly Rate 06/01/2012	6/1/2013 1%	6/1/2014 1%	6/1/2015 1.25%
Hire Rate	\$13.91	\$14.05	\$14.19	\$14.37
After 1 YR	\$14.96	\$15.11	\$15.26	\$15.45
After 2 YR	\$16.33	\$16.49	\$16.66	\$16.87
After 3 YR	\$17.74	\$17.92	\$18.10	\$18.32
After 4 YR	\$19.20	\$19.39	\$19.59	\$19.83
Job Rate	\$23.51	\$23.75	\$23.98	\$24.28

**Sub-Foreman**

Hire Rate	\$23.51	\$23.75	\$23.98	\$24.28
After 1 YR	\$24.21	\$24.45	\$24.70	\$25.01
Job Rate	\$24.91	\$25.16	\$25.41	\$25.73