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AGREEMENT

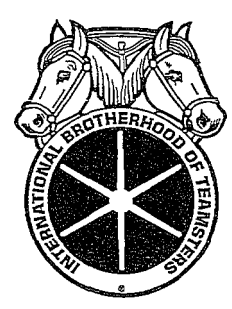
BY

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS,
LOCAL UNION 294

AND THE

VILLAGE OF LIVERPOOL

JUNE 1, 2014 THROUGH MAY 31, 2017



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THIS AGREEMENT, made this 1st day of June 2014, by and between the **VILLAGE OF LIVERPOOL** (hereinafter the "Village") and **TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN & HELPERS LOCAL UNION 294, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, (hereinafter 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 from day to day, and to set forth herein the basic and full agreement between the parties relating to conditions of employment.

ARTICLE 1 **RECOGNITION**

1. The Village recognizes the Union as the exclusive bargaining representative of the employees described in Section 2 of this Article for the purposes of establishing salaries, wages, hours and other terms and conditions of employment for members of the defined bargaining unit for the duration of this Agreement.
2. The employees referred to in Section 1 of this Article, and hereinafter referred to as the "bargaining unit," consists of all full-time employees in the Department of Public Works of the Village in the following categories: Motor Equipment Operators, Maintenance Workers and Laborers. For purposes of this Agreement, a full-time employee is any employee who is regularly scheduled to work 32 or more hours per week. For purposes of this Agreement use of the word "employee," unless otherwise indicated, shall refer only to employees of the Village who are included in the bargaining unit.
3. Excluded from the bargaining unit shall be all other employees in the Department of Public Works of the Village, including but not limited to the Superintendent of Public Works and all Casual Employees. For purposes of this Agreement, a Casual Employee shall mean an employee who is not regularly scheduled to work for the Village and who works exclusively on a temporary or fill-in basis to meet normal staffing shortages created by absences, leaves of absence, vacations, seasonal needs, absenteeism and the like.
4. The Union agrees to do its utmost to see that its members perform their respective assigned duties, loyally, efficiently and continuously under the terms of this Agreement. The Union and the employees covered hereby agree that they will respectively use their best endeavors to protect the interests of the Village, to conserve the property thereof, to protect the public and give service of the highest quality to the Village and the residents of the Village.

ARTICLE 2
REPRESENTATION

1. (a) The Union will designate or elect a bargaining unit Steward and will authorize this bargaining unit Steward to meet with the Village's representative(s) to discuss employment conditions and to adjust grievances or other difficulties which may be encountered in the administration of this Agreement. The bargaining unit Steward shall be permitted to handle complaints and grievances and to meet with the Village's representative(s), concerning difficulties encountered in the administration of this Agreement during working hours, without loss of pay, provided such matters are handled as expeditiously as possible. The name of the bargaining unit Steward shall be certified in writing to the Superintendent of Public Works each contract year on the anniversary date of this Agreement.

(b) Non-bargaining unit representatives of the Union shall have the right to visit, at a mutually agreed upon time, the facilities of the Village where the bargaining unit employees work for purposes of adjusting grievances and administering the terms of this Agreement, provided such representatives do not interfere with the performance of duties assigned to bargaining unit employees. Said representatives shall receive the permission of the Superintendent of Public Works in advance of such a visit.

ARTICLE 3
UNION SECURITY

1. Every regular employee covered by this Agreement shall, as a condition of employment, either:

(a) Become a member of the Union and maintain his or her membership in the Union in good standing in accordance with its Constitution and By-Laws;

(b) In the alternative, an employee must tender, on a monthly basis, a service fee as established by the Union in an amount not to exceed the amount of current monthly dues and dues required of employees who become members of the Union.

2. New employees hired by the Company shall for the first ninety (90) days of their employment be deemed on a probationary period, after which they will be deemed to be regular full-time employees, subject to the provisions of Section 1 of this Article.

ARTICLE 4
CHECK OFF/DUES

1. The Village will deduct from the bi-weekly paycheck of each employee the membership dues and initiation fees, if any, of all employees who are Union members, provided that the Village has received, from each employee, on whose account such deductions are to be made, a written assignment of such dues and initiation fees according to the form set forth in Exhibit "A" attached hereto and made a part hereof, which has been completed and voluntarily executed by the employee, which authorization shall remain in effect until revoked by the employee, or until the termination of this Agreement, whichever is earlier, under the following conditions:

(a) ~~The Union shall deliver to the Village~~ a written notice as to the amount of membership dues regularly charged;

(b) The Union shall deliver to the Village a written notice as to the amount of initiation fee regularly charged;

(c) Dues for a bi-weekly period shall be deducted from the employee's pay, after taxes and all other lawful deductions or withholdings, received on the first pay day of the month;

(d) All sums deducted hereunder, together with a list of the employees from whose wages such sums have been deducted, shall be forwarded to the Union official designated in writing by the Union on a monthly basis;

(e) The Union shall indemnify and save the Village harmless from and against any and all claims, demands, suits and all other forms of liability that may arise as a result of any action taken by the Village for the purpose of complying with the check-off provisions of this Agreement.

2. The Village will deduct from the bi-weekly paycheck of each employee, choosing not to become a member of the Union, a service fee equivalent to the current amount of dues charged for membership in the Union provided that the Village has received, from each employee on whose account such deductions are due to be made, a written authorization and assignment of such service fee according to the form set forth in Exhibit "B" attached hereto and made a part hereof, which has been completed and voluntarily executed by the employee, which authorization shall remain in effect until revoked by the employee, or until the termination of this Agreement, whichever is earlier, under the following conditions:

a) Service fees shall be deducted from the employee's pay, after taxes and all other lawful deductions or withholdings, received on the first day of the month;

(b) All sums deducted hereunder as service fees, together with a list of the employees from whose wages such sums have been deducted, shall be forwarded to the Union official designated in writing by the Union on a monthly basis; and

(c) The Union shall indemnify and save the Village harmless from and against any and all claims, demands, suits and all other forms of liability that may arise as a result of any action taken by the Village for the purpose of complying with the service fee provisions of this Agreement.

ARTICLE 5 **MANAGEMENT RIGHTS**

1. Except as otherwise provided for in this Agreement, the Village retains the exclusive right to determine the standards of service to be offered by it; to set the standards of selection for employment; to hire, direct and schedule the working force, to plan, direct and to control operations; to determine the methods, means and personnel by which its operations are to be conducted; to take disciplinary actions with respect to employees; to layoff its employees from duty because of lack of work or for other legitimate reasons; to discontinue or reorganize or combine any division or department of operations with any consequent reduction or other changes in the working force; to promulgate rules and regulations dealing with an employee's sanitary and hygiene condition and dress code that are reasonably related to the employee's interaction with other employees and/or residents of the Village and/or the performance of the employee's duties; to promulgate rules and regulations that are designed to provide an alcohol and drug free work place; to exercise control and discretion over its organization and facilities, methods, means and technology of performing its work; to take all necessary actions to carry out its mission in emergencies; and, in addition, to retain any and all the rights, powers and authority the Village has prior to entering into this Agreement, including but not limited to the ordinary and customary functions of management.

ARTICLE 6 **ANTI-DISCRIMINATION**

1. Neither the Village nor the Union shall discriminate against any employee because of his or her membership or non-membership in the Union.

2. The Village and the Union agree that they will not discriminate against any employee because of race, creed, color, religious belief, sex, age, physical disability or national origin, now or as may be further provided by law.

ARTICLE 7
STRIKES, WORK STOPPAGES AND LOCKOUTS

1. During the term of this Agreement, neither the Union, its officers nor the bargaining unit employees shall engage in any strike, slowdown or work stoppage, or in any manner restrict the Village's operations.
2. If any employee instigates, gives leadership to or participates in a strike, slowdown, work stoppage or any action designed to restrict the Village's operations, such action shall be sufficient cause for discharge or other discipline as the Village in its sole discretion deems advisable. Any employee who believes that such discipline or discharge by the Village is without cause shall have recourse to the grievance procedure, but solely on the question as to whether or not he did in fact engage in any such activity.
3. The Village agrees, during the term of this Agreement, that it will not cause or permit any lockout of the bargaining unit employees.

ARTICLE 8
GRIEVANCE AND ARBITRATION PROCEDURE

1. A grievance shall be any matter involving interpretation or application of this Agreement and shall be subject to the following procedure:

Step 1. An aggrieved employee(s) may file a written grievance with the Superintendent of Public Works within five (5) work days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within five (5) work days after the alleged violation first became known or should have become known to the employee involved. The Superintendent of Public Works shall answer the grievance, in writing, within five (5) work days of its receipt.

Step 2. If the grievant does not agree with the Step 1 answer given by the Superintendent of Public Works, or if the Superintendent of Public Works did not answer within the five (5) work day time limit, the grievant may file an appeal with the Village Board of Trustees. Such appeal shall be in writing and filed with the Village Clerk within ten (10) work days of the Step 1 answer, or within ten (10) work days of the last day for a Step 1 answer if no answer is given by the Superintendent of Public Works.

Within ten (10) work days after the receipt of an appeal, the Village Board of Trustees shall conduct a hearing on the grievance. The hearing shall not be open to the general public but shall rather be conducted in a manner similar to an executive session of a meeting of the Village Board of Trustees.

Within ten (10) work days after the conclusion of the hearing, the Village Board of Trustees shall render a decision, in writing, on the grievance. Such decision shall be transmitted to the grievant and all necessary parties.

Step 3. If the Union is not satisfied with the decision of the Village Board of Trustees at Step 2, then the Union must file a demand for arbitration with the American Arbitration Association within ten (10) calendar days of the Step 2 decision. The Arbitrator shall be mutually selected by the parties from a list provided by the American Arbitration Association.

All grievances shall be submitted on a form supplied by the Union, a copy of which is attached to this Agreement as Exhibit "C" and made, a part hereof.

2. An arbitrator to whom any grievance shall be submitted shall have jurisdiction and authorization to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of such grievance. However, the arbitrator shall have no power to add to, subtract from or change any of the provisions of this Agreement, nor to impose any obligation which is not specifically set forth in this Agreement. Where an arbitrator provides for an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim earnings or unemployment insurance benefits received. The decision of the arbitrator shall be final and binding on the parties.

3. The fees and expenses of the arbitrator shall be shared equally by the Union and the Village. Each party shall bear the expense of the preparation and presentation of its own case.

4. Any settlement between the Village and the Union at any stage of the grievance procedure shall be binding on the Village, the Union and the aggrieved employee or employees.

5. Unless the grievance is raised, served in writing, referred, appealed and submitted to arbitration within the time limit that each step sets forth in this Agreement, it shall be deemed that the parties have waived the right to proceed further with the grievance and arbitration procedure and the matter shall be deemed closed. However, upon failure of the Village to respond to a grievance within the specified time limit, the grievance shall automatically proceed to the next step. The time limits set forth in this Agreement may only be extended by the written consent of both the Village and the Union.

6. The time limits specified in this Article may be waived by mutual written consent of the parties.

7. At all steps of the grievance procedure, the grievant and the Union representative at interest shall disclose to the Village's representative a full and detailed statement of the facts relied upon, the remedy sought and the provisions of the Agreement relied upon.

In the same manner, the Village's representative shall disclose all the pertinent facts relied upon in its proposed settlement of any grievance.

8. The cost of an employee witness at an arbitration proceeding initiated by the Union shall be borne by the party requesting the presence of the employee witness. The cost of other witnesses at a grievance procedure meeting or an arbitration proceeding shall be borne by the party requesting the presence of the other witness.

9. A new employee shall not be considered a regular employee but rather shall be considered a probationary employee until such time as he or she shall have completed the probationary period established in Article " " of this Agreement. A probationary employee may be discharged or laid off at any time during the probationary period without employee and/or Union recourse to the grievance and arbitration procedure.

ARTICLE 9 **SENIORITY**

1. For purposes of, and as used in this Agreement, seniority shall mean an employee's continuous length of service in the bargaining unit from his or her most recent date of hire. An employee shall not accrue seniority while on a leave of absence. Seniority shall be the determining factor in matters affecting layoff, recall, transfers, demotions, promotions, and job opportunities, provided, the employee with the most seniority possesses the skills and abilities to independently and efficiently perform the duties of the job in question, without additional training, to the reasonable satisfaction of the Village.

2. New employees shall be considered as probationary employees for a period of ninety (90) days. After the ninety (90) day period, they shall cease to be probationary employees and their seniority shall be dated as of their date of hire. During the probationary period, employees shall be subject to termination without regard to cause or recourse to any of the provisions of this Agreement.

3. Employees shall be terminated and seniority shall be broken for any of the following reasons:

- (a) If the employee quits;
- (b) If the employee is discharged for just cause;
- (c) If the employee is absent for three (3) consecutive work days without properly notifying the Village consistent with the provisions of Article 16 of this Agreement;
- (d) If the employee fails to report to work within three (3) work days from the date specified in the notice to report (which shall be mailed to the employee

by the Village at least seven (7) days in advance of the report date by certified mail, return receipt requested) recalling that employee from layoff;

- (e) If the employee is working a second job or is engaged in self-employment, which, in the reasonable opinion of the Superintendent of Public Works, following a thorough discussion of the matter with the employee, would create a conflict of interest, a conflict of time, or would in any other way interfere with the employee's performance of his or her job with the Village;
- (f) If the employee is laid-off for a period of twelve (12) consecutive months or a period exceeding the employee's length of continuous service, whichever is less;
- (g) If the employee fails to report to work upon termination of a vacation or a leave of absence and is not otherwise excused; and
- (h) If the employee retires.

ARTICLE 10
EMPLOYEE ADDRESS AND TELEPHONE NUMBER

1. It shall be the responsibility of each employee to keep the Village informed of his or her current address and telephone number where he or she can be notified of emergencies, changes in schedules, disciplinary actions, overtime assignments and other matters, including but not limited to snow plowing.
2. Employee telephone numbers that are unlisted shall be held in strict confidence by the Village and used for no other purpose than contact by the Village.

ARTICLE 11
**HOURS, WORK SCHEDULES, OVERTIME PAY,
REST AND LUNCH PERIODS, CALL-IN PAY, RECALL PAY**

1. A standard work week shall consist of seven (7) consecutive workdays, commencing at 12:01 a.m. each Sunday and ending at Midnight on the following Saturday, with full-time employees normally working forty (40) hours per work week. A standard workweek shall consist of five (5) consecutive workdays of eight (8) hours each, Monday through Friday, starting at 7:00 a.m. and ending at 3:30 p.m., with an unpaid one-half (1/2) hour lunch period. All hours worked within this seven (7) day period will be the basis for determining a particular employee's pay for that week. Work schedules for each employee shall be determined by the Village and the Village reserves the right to modify any employee's schedule upon reasonable notice when said modification is deemed necessary to

accommodate the operational needs of the Village. However, nothing herein shall be considered as a guarantee of any number of hours per day or days of work per week.

2. (a) Employees may be required, at the election of the Village, to work a reasonable amount of overtime. The Village shall establish rules and regulations regarding the overtime selection and provide the Union with a copy of these rules and regulations. Overtime opportunities among employees will be equalized as nearly as practicable. Any employee who refuses an overtime assignment without a reason satisfactory to the Superintendent of Public Works, or his or her designee, will be charged, for equalization purposes, as if he or she had worked such overtime. A record of all overtime will be kept by the Village.

(b) All work performed by an employee over forty (40) hours in a workweek or over eight (8) hours in a workday shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Overtime must be authorized and approved by the Superintendent of Public Works to qualify for the premium pay provided for in this paragraph. Only hours actually worked will be counted in determining the requirement for overtime payments. In no case will there be a duplication, or pyramiding of overtime for the same work hours. Except as now or hereinafter provided by law, hours paid for but not worked (including but not limited to vacations, leaves of absence, jury duty, sick leave, etc.) shall not be considered hours worked for purposes of calculating overtime.

3. (a) All employees shall receive two (2) fifteen (15) minute rest periods each workday with pay. Employees shall take their rest period at any site within the Village. For purposes of this paragraph, "work site" shall be defined to be the physical location where the employee is working at the time except that employees engaged in snow plowing during the Winter months (November - April) shall be permitted to take their rest periods anywhere in the Village of Liverpool. Rest periods shall not be taken in vehicles during the winter months.

(b) Employees required to work four (4) hours or more beyond their normal quitting time shall receive an additional fifteen (15) minute rest period with pay which rest period shall be taken consistent with the rules set forth in subparagraph 3(a) above.

4. In no case will there be a duplication, or pyramiding of premium pay for the same work hours.

5. A bargaining unit employee notified to report for work and who reports for work at his or her regularly scheduled time, unless notice not to report has been completed as hereinafter provided, will receive at least four (4) hours work or four (4) hours pay at his or her regular hourly rate. The bargaining unit employee so reporting may be assigned to other available work in lieu of being released, and if such bargaining unit employee refuses such assignment or leaves the premises of the Department of Public Works, he or she shall not be entitled to the reporting allowance described above. Notice to a bargaining unit employee not to report on a given shift shall be complete (a) if posted on the Village's

bulletin board at least one-half hour before the end of the employee's regularly scheduled preceding shift, or (b) if given verbally or in writing by the Village at least two (2) hours before the start of the employee's regularly scheduled shift.

6. If a bargaining unit employee, after leaving the Department of Public Works after working the hours which he or she was scheduled to work on that day, is recalled to work within the same workday, he or she shall receive a minimum of four (4) hours of work or four (4) hours of pay or a combination of the two, at one and one-half (1 1/2) times his or her regular hourly rate of pay. If, however, the employee left work before working the hours he or she was scheduled to work and without being directed to leave by the Village, then if the employee is recalled to work on that same day, the first hours worked or compensated for will be at his or her regular hourly rate of pay until the total number of hours worked by the employee or for which the employee was compensated totals the number of hours he or she was regularly scheduled to work that day. Thereafter, the employee will receive compensation at one and one-half (1 1/2) times his or regular hourly rate of pay.

ARTICLE 12

WAGES, CLASSIFICATION, ENTRY LEVEL RATE AND LONGEVITY PAID

1. Wages

Effective **June 1, 2011**, the parties agree to the following salary schedule

Job Title	New Hire Rate	Rate After Completion of 6 Months
Laborer	\$ 9.27	\$ 9.77
Public Works Maintenance	\$10.30	\$10.80
MEO	\$10.82	\$11.32

2. All current employees on the active payroll as of **June 1, 2014** will be paid the following rate over the term of this agreement. All current employees on the active payroll of the Village on the date this Agreement is executed will be paid retroactively.

Job Title	Employee	2% effective June 1, 2014	2% effective June 1, 2015	2% effective June 1, 2016
Laborer	C. Maloney	\$13.65	\$13.92	\$14.20
Public Works Maintenance	B. Murdock	\$18.55	\$18.92	\$19.30
	M. Jones	\$11.94	\$12.18	\$12.42
MEO	D. Simonds	\$14.86	\$15.16	\$15.46

3. Longevity Paid

A one year freeze on all discussions on Longevity Paid to be reopened in June of 1996. This does not obligate the Village to agree to the longevity pay concept; the obligation is to discuss it further.

4. Stipend Pay for Years of Service

After five (5) years of service	\$500 annually
After ten (10) years of service	\$1000 annually
After fifteen (15) years of service	\$1250 annually

ARTICLE 13

LAYOFF AND RECALL

1. The Village, in its sole discretion, shall determine if and when layoffs are necessary.
2. In the event of layoff, the employee(s) with the greatest seniority will be retained, provided that the employee(s) retained are capable of efficiently performing the duties of the job, without training, for which he, she or they are being retained and said layoff shall be accomplished in the following manner:
 - (a) Casual and probationary employees shall be laid off first;
 - (b) Thereafter, permanent employees having seniority shall be laid off in the inverse order of seniority, that is, last in, first out.
3. In recalling employees who have been laid off under the seniority provisions of this Article, they shall be recalled in the reverse order of their layoff, providing the employee is capable of efficiently performing the duties of the job he or she is being recalled to perform. Notice of recall (which shall be mailed to the employee by the Village at least seven (7) days in advance of the report date) shall be sent to the employee at his or her last known address by certified mail, return receipt requested, and a copy shall be sent to the bargaining unit Business Agent. If the employee fails to report to work within three (3) workdays from the date specified in the notice to report recalling that employee from recall, then the provisions of Article 9, Section 3(d) shall be applicable. The Village shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Village with his or her latest mailing address.

4. An employee who is recalled from layoff shall have his or her previously earned and unused sick leave restored to him or her.
5. An employee recalled to work from layoff shall be given seniority credit for the time on layoff provided his or her seniority has not otherwise been broken as provided in Article 9 of this Agreement.
6. Casual or probationary employees who have been laid off shall have no recall privileges.

ARTICLE 14

BIDDING

1. When a permanent job vacancy occurs in the bargaining unit, and the Village intends to fill the vacancy, or in the event of the creation of a new job within the bargaining unit, the job shall be posted on the Village bulletin board for a period of seven (7) calendar days to permit interested employees to bid for the job. Each bargaining unit employee who has successfully completed his or her probationary period may submit a job bid form for the posted position prior to the end of the posting period. The job will be awarded to the employee who, in the opinion of the Village, during up to a thirty (30) day trial, training and orientation period (which may be extended by the mutual agreement of the Village and the Union) demonstrates that he or she possesses the necessary skills, abilities, qualifications and/or experience to independently and efficiently perform the duties of the posted job. Where the skills and abilities are approximately equal, the job will be awarded to the employee with the greatest amount of seniority. If an employee bids on a posted job and it is determined by the Village during or after the trial, training and orientation period that he or she does not possess the necessary standards of knowledge and/or experience to independently and efficiently perform the duties of the posted job, the Village will return the employee to his or her former job and the Village may consider the next senior bidding bargaining unit employee, using the same procedure, until the posted job is filled.
2. Any person who is assigned to a job as a result of a job posting will not be eligible to bid on another job for a period of twelve (12) months.
3. If a person so assigned is incapable of efficiently performing the duties of the posted job and he or she is returned to his or her former job (regardless of whether the Village makes the determination during or immediately after the trial, training and orientation period or after the employee has been assigned to the job), his or her disqualification will in no way affect his or her seniority or job assignment except that he or she will not be eligible to bid again for that job until or unless he or she becomes qualified at a later date.
4. The foregoing procedure will not apply to filling secondary vacancies created thereby, which shall be left to the discretion of the Village.

5. Any employee who bids on a posted job and who, after being informed that he or she has been awarded the posted job, advises the Village that he or she does not want the posted job, shall be ineligible to submit any bids for a period of twelve (12) months from the date of the employee's rejection of the awarded job.
6. All bids for posted job openings shall be submitted to the Superintendent of Public Works.
7. Posted jobs shall be awarded as soon as possible but no later than thirty (30) calendar days from the end of the posting period. If the Village does not choose to fill the posted vacancy for a position in the bargaining unit for which bids from bargaining unit employees have been received, the Village will notify the bidders within thirty (30) days of the close of posting so that the employees who bid will be aware of the status of the position.
8. The Village shall have the right to temporarily fill the vacancy of the posted job completion of the bidding process and may simultaneously solicit applications from outside the Village.
9. If there are no qualified applicants for the posted job from the bargaining unit, the Village reserves the right to hire from outside the bargaining unit.

ARTICLE 15
RULES OF CONDUCT, DISCIPLINE, DISCHARGE

1. The Village reserves the right to adopt, and thereafter change and modify, rules of conduct necessary for the safe, orderly and efficient operation of the Village and the Department of Public Works. Copies of all adopted rules of conduct shall be provided to the Union and all employees. Once received, employees shall comply with all rules of conduct. Changes in any rules of conduct shall not become effective until the Union shall have received a copy of said changes.
2. The Village agrees to furnish each employee with a copy of all adopted, changed or modified written rules of conduct.
3. All bargaining unit employees shall be obligated to comply with all rules of conduct. A violation of the rules of conduct shall be the basis for disciplinary action by the Village.
4. It is mutually agreed that any employee who has successfully completed his or her probationary period will not be disciplined or discharged without just cause.
5. A bargaining unit employee will not be disciplined for an act(s) which occurred more than fifteen (15) days prior to the issuance of discipline, unless the Village was without knowledge of the act, in which case the fifteen (15) days will be measured from the date the Village should reasonably have known of the act.

6. If a bargaining unit employee receives a reprimand, suspension or discharge, the Village will state the reasons for the discipline in writing and shall provide the employee with a copy of the applicable disciplinary notice. The Village also agrees to provide a copy of all disciplinary notices to the bargaining unit Business Agent within forty-eight (48) hours following the disciplinary action.

7. The Village agrees to utilize its best efforts to utilize progressive discipline except when the facts of a particular case warrant otherwise. Such progressive discipline will involve verbal warnings, written warnings, suspension and discharge.

8. Any disciplinary action(s) which has (have) occurred more than eighteen (18) months prior to a subsequent disciplinary action will not be considered when administering discipline.

9. Bargaining unit employees may be immediately discharged when they are the subject of four (4) or more disciplinary actions within a twelve (12) month period, any one of which involves a suspension. For purposes of this paragraph, a violation of the same rule of conduct on different occasions constitutes separate and distinct violations.

10. It is agreed that when any employee covered by this Agreement is disciplined he or she will have access to the Grievance Procedure as provided for in this Agreement. It is agreed that any grievance pertaining to discharge will be entered at Step 2 of the Grievance Procedure.

11. Any employee found to have been unjustly dismissed shall be reinstated at his or her regular rate of pay for his or her lost time. Where an arbitrator provides an award of back pay, the arbitrator shall provide that the back pay award be reduced by the amount of any interim receipts of money received by the employee. "Interim receipts of money" shall mean a payment to the employee that would not have been made except for the action of the Village that is being grieved.

ARTICLE 16

REPORTING EMPLOYEE ABSENCES

1. Any employee who is going to be absent from work shall be required to report that absence to the Superintendent of Public Works, no later than one (1) hour before the time the employee was scheduled to report to work. However, each employee will use his or her best efforts to report an anticipated absence to the Superintendent of Public Works as quickly as possible.

2. Unreported absences due to snow storms, natural disasters or other major calamities, if supported by reasons acceptable to the Superintendent of Public Works, may be excused and will not result in disciplinary action.

ARTICLE 17
BEREAVEMENT PAY

1. Any employee, with three (3) or more months of service and who is at the time on the active payroll of the Village, who is absent from work solely because of the death and his or her attendance at the funeral or memorial services of the employee's mother, father, step-mother, step-father, husband, wife, children, brother, sister, grandmother, grandfather or grandchildren shall be compensated, on the basis of his or her regularly hourly rate of pay up to a maximum of eight (8) hours, for the time lost by him or her from his or her regular work schedule by reason of such absence, from the date of death through and including the day of interment but not to exceed three (3) days.
2. In order to be eligible for bereavement pay, the employee must request the benefit, in writing, on forms available from the Village providing information as to the name of the deceased, the decedent's relationship to the employee, the date of death, the funeral home in charge of the services and/or interment and the date of the burial.
3. The employee agrees to provide the Village with any documentation, if reasonably requested by the Village, to verify the death of the alleged relative, to verify the relationship of the decedent to the employee and to verify the employee's attendance at the funeral or memorial service.
4. Any employee, with three (3) or more months of service and who is at the time on the active payroll of the Village, who is absent from work solely because of the death and his or her attendance at the funeral or memorial service of the employee's mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparents or grandchildren shall be compensated on the basis of his or her regular hourly rate of pay up to a maximum of eight (8) hours, for the time lost by him or her from his or her regular work schedule by reason of such absence, from the date of death through and including the date of interment but not to exceed one (1) day.
5. A benefit day can only be a day on which the employee was scheduled to work and but for the death would otherwise be working. If an employee would not been working on a particular day even if the death had not taken place because of a holiday, vacation, sick leave or any other day for which the employee was to be paid but not worked, then the employee is not entitled to a bereavement day benefit for that day.
6. Paid time off for bereavement shall not be considered as time worked for purposes of computing overtime.

ARTICLE 18
JURY DUTY

1. If an employee who has completed his or her probationary period is required to serve on a jury on any of his or her scheduled work days and loses time from his or her regular work schedule, a supplemental allowance will be granted to the employee equal to the difference between the pay he or she receives for service as a juror and his or her Village pay at the regular rate for eight (8) hours. This allowance will be limited to two (2) weeks for regular jury duty and four (4) weeks for grand jury duty.

2. In order to receive such supplemental allowance, the employee must comply with the following conditions:

(a) He or she must not have volunteered for the jury duty;

(b) As soon as possible, but not later than two (2) days prior to the time he or she is scheduled to serve, he or she shall show to the Superintendent of Public Works the summons to serve on a jury;

(c) After he or she has completed his or her jury duty, he or she shall furnish the Superintendent of Public Works with a statement signed by the clerk of the court, as to the amount of pay received for the jury service and the time served as juror.

3. Hours served on jury duty shall not be considered hours worked for purposes of determining an employee's eligibility for overtime.

4. When the employee is excused from jury duty service on any day or part thereof, he or she is required to report for work, if he or she is excused before 1:00 p.m. In such case, the employee's Village earnings shall be used to reduce his supplemental allowance for required jury duty service. Once an employee receives notice that he or she will not have to serve on jury duty on a particular day, he or she will immediately notify the Village and report to work as normally scheduled.

ARTICLE 19
SICK LEAVE

1. Full-time employees who have successfully completed their probationary period, shall be eligible for one (1) "day" of sick leave for every month worked beginning with the month following the successful completion of the probationary period. For purposes of this Article, a "day" is equal to 1/5 of the employee's standard weekly work hours. A "month worked" shall be defined as a calendar month in which an employee actually works at least twenty (20) days. For purposes of this Article only, paid vacation days, holidays and use of accumulated sick leave days shall be counted as "days worked." The following rules shall also apply:

(a) Except as otherwise provided for in this Agreement, sick leave may be utilized by an employee for illness or injury which is not work related.

(b) Sick leave credits may be accumulated up to a maximum of sixty-five (65) days. Upon attaining the maximum amount, sick leave is no longer accumulated.

(c) Sick leave shall be compensated by the employee's regular straight time hourly rate of pay.

(d) To be eligible for sick leave pay on an employee's scheduled work day, the employee must notify the Superintendent of Public Works, or his or her designee, of the absence, at least one (1) hour before or after the employee is scheduled to report to work. In case of failure to report, unless for reasons satisfactory to the Superintendent of Public Works, or his or her designee, the absence shall not be deducted from sick leave credits but shall be considered as time off without pay and further disciplinary action may be taken.

(e) Sick leave credits may be used by the employee in units of days or half days when the employee is incapacitated or unable to perform the duties of his or her job by reason of sickness, injury or for dental or medical visits which may not be accomplished after working hours. For scheduled hospital or office visits, requests for sick leave are to be made in written form and submitted to the Superintendent of Public Works, or his or her designee, for approval at least seventy-two (72) hours in advance of the date the leave is to be taken.

(f) Sick leave credits, not to exceed a total of five (5) days in any contract year, may be used for verified serious illness in the employee's immediate family requiring care and attendance by the employee. Immediate family shall include spouse, parent, child, brother, sister or any other relatives who are actual members of the employee's household.

(g) Part-time employees shall not accrue sick leave.

(h) Accumulated but unused sick leave, upon termination of employment for any reason, will be applied toward retirement benefits.

2. A physician's statement verifying the employee's incapacity or inability to perform his or her job duties may be required by the Superintendent of Public Works under the following situations:

(a) Absence of three (3) consecutive days or more;

(b) Absence on the last scheduled work day prior to or subsequent to vacation days, weekends, scheduled days off, holidays;

(c) Absence on a holiday which is a scheduled work day for the employee;

(d) Absence or use of sick leave on day(s) when paid leave credits or absences have been previously requested by the employee and denied by the Village.

Further verification of illness may be requested by the Superintendent of Public Works, or his or her designee, if the attending physician's statement is incomplete. If the employee fails to submit sufficient proof of illness when required to do so, or in the reasonable judgment of the Superintendent of Public Works, or his or her designee, the submitted proof does not justify the employee's absence, such absence shall be considered time off without pay and further disciplinary action may be taken.

3. Upon return from sick leave of ten (10) days or more, the employee shall submit to the Superintendent of Public Works, or his or her designee, a physician's statement attesting to the employee's recovery and physical fitness and ability to perform the duties of his or her job without restriction.

Failure to produce such a physician's attestation shall preclude the employee from returning to work.

4. When sick leave credits have been exhausted, absences for illness may be charged against accrued vacation leave at the employee's request and thereafter it shall be considered an absence without pay.

5. An employee may be compensated, in whole or part as additional service credit, for unused sick time according to Civil Service New York State Employee Retirement System guidelines.

6. Employees may convert up to five (5) sick days per anniversary year into personal days by submitting a written request to that effect to the Superintendent of Public Works, or his or her designee. Once converted, the personal days must be used by the employee before the expiration of the anniversary year or they are lost.

7. In the event an employee uses no sick leave in a contract year (June 1 to May 31 of the following year), the Village will pay the employee a stipend of \$250.00. In the event an employee uses only one (1) sick leave day in a contract year (June 1 to May 31 of the following year), the Village will pay the employee a stipend of \$100.00.

ARTICLE 20

UNPAID LEAVES OF ABSENCES

1. A leave of absence is defined as an excused absence from work without pay and without the continuation of certain benefits for special purposes (such as military service, extended illness, education, child bearing or rearing).

2. In order to be eligible for an unpaid leave of absence, an employee must have at least one (1) year of seniority, and in the case of a medical leave of absence, the employee must have exhausted all of his or her sick day accruals, unused vacation days and any and all accrued compensatory time off.
3. Applications for unpaid leaves of absence must be submitted in writing to the Superintendent of Public Works, or his or her designee, citing the reason for and the desired period of the unpaid leave of absence. Except in an emergency precluding compliance, all requests must be submitted at least sixty (60) days in advance. The request shall be subject to the approval of the Superintendent of Public Works, or his or her designee, and such approval shall not be unreasonably denied. The operational requirements of the Village, among other valid considerations, such as, but not limited to, the number of leaves previously taken, shall constitute justifiable reasons for denying the leave. The Village shall furnish the employee with written notification of its decision within thirty (30) days after receiving such application.
4. The maximum period for any unpaid leave of absence shall be six (6) continuous months. However, employees may apply for an extension of up to six (6) additional months. Approvals for such extension requests shall not be unreasonably denied.
5. An application for an unpaid leave of absence for employment with another employer shall not be approved.
6. During an unpaid leave of absence, all benefits provided an employee by the Village shall be discontinued unless the employee assumes all the costs attendant thereto and pays to the Village, in advance of their due date, all premiums on insurance.
7. No seniority shall accrue nor shall any sick leave or vacation leave credits be earned during an unpaid leave of absence.
8. An employee on an unpaid leave of absence must notify the Superintendent of Public Works, or his or her designee, in writing at least two (2) weeks in advance of the desired or scheduled date of return to work. A failure to so notify the Superintendent of Public Works, or his or her designee, shall constitute a voluntary resignation of employment.
9. If an unpaid leave of absence involves the medical condition of the employee, including maternity, an employee will not be permitted to return to work without first providing the Village with a certificate from the employee's attending physician verifying the date on which the employee can return to work and resume normal work activities without limitation and the physician's opinion that the employee's return to work will not be injurious to the employee's health.

10. An employee who obtains a leave of absence or an extension thereof by false pretense shall be subject to immediate discharge.

ARTICLE 21 **HOLIDAYS**

1. Full-time employees, with three (3) months or more of service and who is on the active payroll of the Village at the time the holiday is to be observed, will receive the following holidays annually:

New Year's Day	Columbus Day
Martin Luther King's Day	Labor Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

Floating Holiday (such personal day to be scheduled, in advance, in accordance with the requirements of the Collective Bargaining Agreement)

2. Holidays which fall on Saturday will be observed on the previous Friday and holidays which fall on a Sunday will be observed on the following Monday. The Superintendent of Public Works has the authority to change this if it best suits the need of the Department of Public Works.

3. If the Superintendent of Public Works does not close the Department of Public Works on any of the above-designated holidays, an employee required to work shall be entitled to be compensated at a rate of one and one-half (1 1/2) times his or her regular straight time hourly rate of pay for all hours worked on the holiday.

4. Employees who do not work on a holiday shall receive a holiday allowance computed at their regular straight time hourly rate of pay for the number of hours for which they are normally scheduled to work on a regular work day.

5. (a) In order to be eligible for the holiday allowance provided for in this Article, the employee must actually work his or her last scheduled work day prior to the holiday and his or her first scheduled work day after the holiday, and if scheduled, must work the holiday.

(b) An employee who is absent from his or her last scheduled work day before and/or after the holiday for any of the following reasons shall nevertheless receive his or her holiday allowance:

- (i) Illness, provided it is certified by a licensed physician or is otherwise excused by the Village;
- (ii) On scheduled vacation;
- (iii) Jury duty of the employee;
- (iv) Death in the employee's immediate family; or
- (v) On sick leave.

6. Part-time employees shall only be entitled to a holiday allowance for any of the Section 1 designated holiday's, which actually fall on a day which the part-time employee is regularly scheduled to work. The holiday allowance shall be equal to the average number of hours the part-time employee has worked per day over the last thirty (30) day period multiplied by the part-time employee's regular hourly rate of pay. The provisions of Section 3 and 5 above shall also apply to part-time employees.

7. All requests for taking a floating holiday must be approved by the Superintendent of Public Works, or his or her designee. The employee must file a written request for the floating holiday with the Superintendent of Public Works, or his or her designee, at least ten (10) working days in advance of the desired day off. The Superintendent of Public Works shall not act unreasonably in considering any request. The Village hereby reserves, on behalf of the Superintendent of Public Works, the right to limit the number of employees exercising their right to a floating holiday on any particular day of the year.

ARTICLE 22 **VACATIONS**

1. All full-time employees qualified hereunder shall be entitled, as herein provided, to receive a vacation allowance, or to receive an allowance in-lieu-of vacation.
2. Eligibility for vacations is based on the accumulated service for each employee on the anniversary date of his or her employment.

3. To be eligible for a vacation allowance, an employee must have accumulated service of at least one (1) year on his or her anniversary date referred to above. The length of the employee's vacation shall be in accordance with the following schedule:

<u>Completed Years of Continuous Employment</u>	<u>Days per Year for Full-Time Employees</u>
After 1 year	8 days
After 2 years	13 days
After 6 years	19 days
After 15 years	24 days

4. Vacation days shall be credited on the anniversary date of employment as adjusted in accordance with Article 14 of this Agreement.

5. All requests for vacation leave must be approved by the Superintendent of Public Works, or his or her designee. For vacation leave requests of three (3) consecutive days or more, the employee must file a written request for vacation leave with the Superintendent of Public Works, or his or her designee, at least two (2) weeks in advance of the requested leave, unless waived by the Superintendent of Public Works, or his or her designee. For vacation requests of less than three (3) consecutive days, the employee must file a written request for vacation leave with the Superintendent of Public Works, or his or her designee, at least 48 hours in advance of the requested leave, unless waived by the Superintendent of Public Works, or his or her designee. Vacation time off can not be taken in less than full day segments.

6. All of an employee's vacation benefit must be taken between the start and end of his or her anniversary year.

7. Vacation time can not be "piggy-backed" at the end of one anniversary year and at the beginning of the next anniversary year. There must be at least a four (4) week period separating the taking of the remaining unused vacation time in one anniversary year and the taking of new vacation time during the succeeding anniversary year. Unused vacation time remaining at the end of a particular anniversary year can not be carried over to a succeeding anniversary year; it is considered lost.

8. It is expected that all employees qualifying for vacations shall take their vacation time off. However, vacation pay in-lieu-of vacation time off will be permitted when the employee requests same in writing and said request is approved by the Superintendent of Public Works; provided, however, this section shall only apply to earned vacation time in excess of five (5) days.

9. Should a "paid for" recognized holiday occur during an employee's vacation, the employee shall extend his or her vacation period by one day, with pay, either at the beginning or the end of his or her vacation period. An employee is not entitled to utilize sick leave credits during the vacation leave period.

10. The Village reserves the right to limit the number of employees on vacation leave according to the Village's work requirements.

11. (a) If an employee voluntarily quits or is discharged for any reason subsequent to the start of the employee's anniversary date and prior to the twelve (12) month period measured from the employee's anniversary date, such employee shall be entitled to receive his or her vacation benefits which had accrued as of the start of the anniversary year in which the employee quit or was terminated.

(b) If an employee retires or is laid off for any reason subsequent to the start of the employee's current anniversary year and prior to the twelve (12) month period measured from the employee's anniversary date, such employee shall be entitled, in addition to the benefits provided for in subparagraph (a) above, to receive a pro-rated vacation benefit for the applicable anniversary year. The pro-rated vacation benefit shall be determined by multiplying the vacation benefit that the employee would have been entitled to had he or she remained in the employ of the Village until his or her next anniversary year by a fraction the numerator of which is the number of weeks the employee actually worked during the applicable anniversary year and the denominator of which is fifty-two (52). If an employee voluntarily quits or is discharged for cause, he or she shall not be entitled to the pro-rated benefit provided for in this subparagraph (b).

12. Employees shall not be permitted to utilize vacation benefits not yet earned.

ARTICLE 23

HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE

1. (a) The Village agrees to continue all full time employees and their dependents under BLUE CROSS/BLUE SHIELD New York State Teamsters Council Health and Hospital Fund SELECT PLAN and New York State Teamsters Council Health and Hospital Fund Dental Insurance. All employees of the Village as described in Article 1, Section 2 shall be covered by said plan and further, that the Village contribution for such plan or coverages shall be no less than Three Hundred Fifty Dollars (\$350.00) per month for family coverage. In such case, covered employees covered by this **contract shall contribute twelve (12%) percent of the applicable individual, 2-person, or family premium for such health and dental insurance or plan.**

(b) The amount that an employee is required to pay under subparagraph (a) above may be reopened by the Village, if the total premium cost for the applicable insurance is increased by more than 10% from one insurance company contract year to another, be the increase at one time or in the aggregate with several increases. The Village may reopen this portion of the Agreement by notifying the Union in writing to that effect. Negotiations on this sole issue shall begin within ten (10) days of receipt of the written notification by the Village. Once reopened, the parties agree to negotiate with one another in good faith.

2. (a) Employees and their dependents shall not be eligible for double coverage at any time under any of the Village's insurance plans.

(b) The Village reserves the right to institute cost containment measures relative to insurance coverage. Such measures may include, but are not limited to, mandatory second opinions for surgery, pre-admission and continued admission review, prohibition on weekend hospital admissions except in emergency situations and mandatory out-patient elective surgery for certain designated surgical procedures.

3. The Village reserves the right to change insurance carriers or to self-insure, provided the level of benefits are equivalent to or better than those being realized at the time of the change.

ARTICLE 24 FIRST AID KIT

An adequate and complete first aid kit shall be supplied and maintained by the Village in a place readily available to all employees.

ARTICLE 25 SAFETY SHOE AND CLOTHING ALLOWANCE

(a) A safety **steel-toed shoe** allowance of **two hundred dollars (\$200.00)** per contract year voucher will be available to unit employees.

(b) A clothing allowance of **one hundred fifty dollars (\$150.00)** per contract year will be paid to each employee after the employee has provided the Village with a receipt verifying the purchase of the new work clothing. The clothing includes pants, shirt, and cold weather clothing. This clothing allowance will be paid only if the clothing are used by the employee in the performance of his or her duties for the Village. The Village will also supply each unit employee, for the term of this Agreement, with six (6) orange t-shirts **and two (2) sweatshirts.**

ARTICLE 26
MILEAGE

All employees covered by this Agreement, when authorized by the Village to use their own vehicles for the express purpose of conducting Village business for job-related duties, shall be reimbursed at the rate established at an annual Village organizational meeting. The Village will also reimburse the employee for properly receipted toll and parking expenses incurred while conducting Village business.

ARTICLE 27
BULLETIN BOARD

1. The Village will make available to the Union designated space on a bulletin board for the posting of official notices of meetings and similar matters relating to official Union business and the Union's relationship with the Village. All communications to be posted shall be approved in advance by the Superintendent of Public Works or his or her designee.

2. No matter shall be posted which is in any way political in nature or which is detrimental, derogatory or defamatory to the Village, its Trustees, its Superintendent of Public Works, its employees or to any of the Village's residents.

3. The bulletin board space will, at all times, have a notice thereon clearly identifying a portion of it as Union space (for use) and disclaiming Village responsibility for all matters posted on that section of it. The signature (or facsimile signature) of a duly authorized Union representative will be affixed to all materials posted on the bulletin board.

ARTICLE 28
LABOR-MANAGEMENT COMMITTEE

1. There shall be a Labor-Management Committee consisting of two (2) employees, a staff representative of the Union and representative(s) of the Village.

2. The purpose of the Labor-Management Committee will be to discuss work-related problems, including health and safety issues. Labor-Management Committee meeting shall not be a substitute for the grievance procedure nor shall there be any negotiation obligation associated with Labor-Management meetings. Conclusions and/or recommendations of the Labor-Management Committee shall be advisory in nature only.

3. The Labor-Management Committee shall meet once per calendar quarter at a time and place mutually agreed upon by the parties, unless both parties agree to do so in a less frequent manner.

ARTICLE 29
LEAVES FOR COMPENSABLE INJURY
OR OCCUPATIONAL ILLNESS

1. The Village shall provide Worker's Compensation Insurance, in compliance with New York State Worker's Compensation Law, for an employee who is injured as a result of employment with the Village.

2. Any employee who is unable to perform the duties of his or her job because of a compensable injury or illness, as defined in the Worker's Compensation Law, received or contracted in the service of the Village who receives Worker's Compensation benefits, shall receive a leave for compensable injury or illness in accordance with New York State Worker's Compensation Law.

3. An employee who is injured in the line of duty and who is entitled to sick leave may use accumulated sick leave credits in lieu of receiving benefits under the Worker's Compensation Law for all or part of the period of disability. After such accumulated sick leave is used, the employee shall then receive Worker's Compensation benefits if still eligible. An employee who is injured on the job receives his or her full pay for the day of the injury without charge to leave credits.

Any employee who elects to use sick leave benefits in lieu of Worker's Compensation benefits shall submit a written request to the Worker's Compensation Board requesting that the Village be reimbursed out of any award for lost time, at the compensation rate, for the period of sick leave used where the employee was eligible for compensation.

Upon receipt of such reimbursement, the employee shall be restored with sick leave credits that he or she used equivalent to the amount of the reimbursement received by the Village.

While an employee is receiving Worker's Compensation benefits, he or she is not on the active payroll of the Village and as such is not working hours for benefit accrual purposes.

4. In the event that an employee is injured or becomes ill while at work which results from the performance of his or her duties for the Village, he or she shall immediately advise the Superintendent of Public Works, or his or her designee, who in turn shall take immediate steps to have the employee taken to an emergency medical treatment center, if necessary. Under no circumstances is an injured or sick employee to drive himself or herself to a

doctor's office or a hospital for emergency medical treatment. The Superintendent of Public Works, or his or her designee, shall file an accident report with the Village Clerk within twenty-four (24) hours of the incident.

5. In the event an employee is injured on the job and is released from work early prior to finishing his or her normal work schedule, he or she will be paid for the balance of his or her schedule for that day. Any subsequent scheduled work time lost shall not be considered compensable.

6. The Village will not pay continuing wages to an employee who is unable to work due to a work-related disability. The amount and duration of benefits, waiting periods, etc., are to be determined by the Workers' Compensation Review Board.

7. Once an employee is injured on the job, said employee will not be allowed to return to work without providing the Village with a written statement from the employee's attending physician stating that the employee is medically cleared to return to work and that the employee is capable of performing the duties of his or her job without restrictions.

8. The Village reserves the right to change insurance carriers, or, if permitted by law, to self-insure, for Worker's Compensation benefits.

ARTICLE 30 **RETIREMENT**

1. The Village and the employees agree to make whatever minimum contributions are necessary to comply with the New York State Retirement System and the Social Security Law for the employees covered by this Agreement.

ARTICLE 31 **SAVINGS CLAUSE**

In the event that any of the provisions of this Agreement shall become invalid or unenforceable by reason of any local, state or federal law, now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement, which shall remain in full force according to the terms in the same manner and with the same effect as if such invalid portion had not originally been included herein. The parties also agree to meet collectively to renegotiate the provision(s) determined invalid with a view toward bringing said provision into conformity with such new law or regulation.

ARTICLE 32
DISABILITY INSURANCE

The Village agrees to provide, at its sole cost and expense, Disability Insurance for all employees covered by this Agreement.

ARTICLE 33
WAIVER OF BARGAINING AND COMPLETE AGREEMENT

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 any 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 Village and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated 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 subject or matter may not have been within the knowledge, or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 34
GENERAL PROVISIONS

1. The parties agree that the Superintendent of Public Works shall be permitted to perform work which is also performed by employees covered by this Agreement.
2. The Village retains the right to hire "casual" employees as defined in Section 3 of Article 1 of this Agreement.
3. Effective November 16, 2000, any employee who provides substitute or designated supervisory services as directed by the department head, or his designee in his absence, shall receive one dollar (\$1.00) per hour in addition to the employee's applicable regular pay for such time that such additional supervisory services are rendered. The one dollar (\$1.00) per hour supervisory services stipend shall not be included in the employee's rate for the calculation of overtime if applicable.
4. The Union shall provide a copy of this Agreement to all members of the bargaining unit and all new employees hired into the bargaining unit.

ARTICLE 35
LEGISLATION

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

This Agreement is subject to the approval of the Board of Trustees of the Village of Liverpool, NY

ARTICLE 36
DRUG AND ALCOHOL TESTING POLICY


The policy, applicable to CDL-licensed drivers, is on file in the DPW Superintendent's office.

ARTICLE 37
EFFECTIVE DATE AND DURATION

This Agreement, effective as of **June 1, 2014**, shall continue in full force and effect until **May 31, 2017**. (For purposes of this Agreement, a contract year shall commence on June 1st of a particular year and end on May 31st of the following year). Thereafter, it shall be considered automatically renewed for a period of twelve (12) months unless either party shall serve written notice on the other party ninety (90) days prior to the expiration date that they desire to cancel, modify or amend this Agreement. If such notice is given, the parties will enter into negotiations in an attempt to reach agreement on the provisions of a new or amended contract. Failing to agree, the contract shall expire as of the expiration date referred to above unless the parties agree in writing to extend its terms.

IN WITNESS WHEREOF, the parties have respectively signed this Agreement on the date and year first above written, with an effective date as of June 1, 2014.

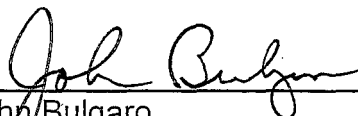
For the Company
Village of Liverpool



Gary White
Mayor


Date: 7/6/14

For the Union
Teamsters Union, Local 294



John Bulgaro
President/PEO

Date: 7/3/14



Timothy Hogan
Assistant to PEO/Field Rep.

Date: 7/3/14



ADDENDUM TO AGREEMENT

March 7, 2006

LETTER OF UNDERSTANDING

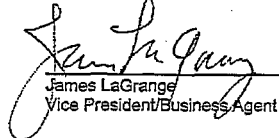
Bargaining Unit members voted on specific changes in wording, in reference to Article 22, Sections 2, 4 and 6 of current collective bargaining agreement.

Present wording (anniversary date of his or her employment), Sections 2, 4 and 6, Article 22; to be changed to read

Compensated absent renewal dates, these dates are to run from time period June 1st of current year to May 31st of following year so as to run in accordance to current operating procedures of Village of Liverpool.

Anniversary dates of new employees reaching attained levels of accrued vacation and sick pay time will be paid according to anniversary dates of employment.

For the Union
IBT Teamsters Local 182
5 Rutger Park
Utica, NY 13501


James LaGrange
Vice President/Business Agent

For the Village of Liverpool



*Bargaining Unit
MEMBERS
J. N. C.*

Bruce Mendenhall