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Contract Database Metadata Elements

Title: Ilion Village Water Department and Village of Ilion Water Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2015)

Employer Name: Ilion Village Water Department

Union: Village of Ilion Water Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO

Local: 294

Effective Date: 01/01/2015

Expiration Date: 12/31/2017

PERB ID Number: 10614

Unit Size: 6

Number of Pages: 21

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GEN/10614

AGREEMENT

between the

VILLAGE OF ILION
WATER DEPARTMENT

and

TEAMSTERS UNION, LOCAL 294

for the

WATER DEPARTMENT EMPLOYEES

EFFECTIVE JANUARY 1, 2015

EXPIRATION DECEMBER 31, 2017



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ARTICLE I RECOGNITION

Section 1

The Employer recognizes the Local Union 294, International Brotherhood of Teamsters, hereinafter known as the Local Union 294, IBT, as the sole and exclusive representative for all full-time employees in the unit described in Article II.

Section 2

The Employer shall deduct from the wages of the employees and remit to the Local Union 294, IBT, membership dues for those employees who sign authorizations permitting such payroll deduction.

Section 3

The Employer shall deduct from the wages of the employees and remit to the appropriate financial institution the amount of money designated by each employee who signs authorization permitting such payroll deductions.

Section 4

The Employer agrees that the Local Union 294, International Brotherhood of Teamsters, shall be the sole and exclusive bargaining agent for all full-time employees described in Article II for the purpose of collective bargaining and grievances.

Section 5

Local Union 294, International Brotherhood of Teamsters, affirms that it does not assert the right to strike against the Employer, to assist or participate in such a strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE II COLLECTIVE BARGAINING UNIT

Section 1

The Collective Bargaining Unit shall consist of all full-time employees of the Village of Ilion Water Department.

Section 2

Both parties agree that any clerical employee covered by this contract will have clerical duties outside the Water Department and will work at the direction of the Mayor or his or her designee.

Union shall, as a condition of employment, pay his/her membership dues to the Union for the life of this Agreement, whether the employee continues as a member of the Union or not.

ARTICLE III MANAGEMENT RIGHTS

Section 1

The Employer retains the sole right to manage its business and services; direct its work force; decide what business and service operations will be conducted and their number and location; and determine the methods, processes and means used in operating its business and services. The Employer also retains control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services. Further, the Employer has the sole right to determine whether and to what extent the work required to operate its business and supply its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations; to determine the qualifications of employees and to hire, transfer, promote, layoff, discipline, and discharge employees; and to determine the schedule of its various departments, including the starting and quitting time and the number of hours to be worked. The aforementioned rights are subject only to provisions expressly contained in this Agreement or regulated by law.

Section 2

The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by it. This Agreement constitutes the full and complete obligation of the Employer to the Union.

Section 3

The Employer agrees not to sub-contract any Bargaining Unit work solely for the purpose of evading the terms and conditions of this Agreement.

**ARTICLE IV
COMPENSATION**

Section 1

A. Employees of the Water Department will receive a 2% increase in their hourly wage on January 1, of each year of this agreement.

TITLE	+ 2% JANUARY 1 2015	+ 2% JANUARY 1 2016	+ 2% JANUARY 1 2017
Account Clerk	\$17.42	\$17.77	\$18.13
Motor Equipment Operator	\$18.82	\$19.20	\$19.58
Water Maintenance Person	\$18.82	\$19.20	\$19.58
Water Maintenance Supervisor	\$21.65	\$22.08	\$22.52
Water Plant Attendant	\$18.82	\$19.20	\$19.58
Water Treatment Plant Supervisor	\$21.65	\$22.08	\$22.52
Water Operations Supervisor	\$21.65	\$22.08	\$22.52
Water Meter Service Person	\$20.24	\$20.64	\$21.05

B. Any employee earning less than the Water Meter Service Person who is assigned to Water Meter Service Person duties will be compensated an additional \$1 per hour for all hours spent performing those duties. This work will be assigned through the use of a seniority wheel in order to give all employees earning less than the Water Meter Service Person an opportunity for such work.

C. All employees who have a CDL license and are assigned to operate a CDL-required piece of equipment will be compensated an additional \$1 per hour for all hours in such service. This work will also be assigned utilizing a seniority wheel.

Section 2

There will be a 26-week probationary appointment for all new employees. A probationary employee will be given a written evaluation every 45 days so as to inform said individual of his/her progress. If after the third evaluation it is agreed

by management that this employee's performance is acceptable, then the remaining days of probation will be waived.

The classification, designations, and duties of all employees shall be pursuant to rules, regulations and descriptions fixed by the Herkimer County Civil Service Commission, New York State Health Department, and/or other Civil Service regulations that may be applicable.

Section 3: Longevity

A. Longevity will be paid based on the number of years of employment with the Iliion Water Department according to the following schedule:

After 5 years	\$565
After 10 years	\$865
After 15 years	\$1,175
After 20 years	\$1,550
After 25 years	\$1,925
After 30 years	\$2,300
After 35 years	\$2,650

B. Longevity pay will be included in the employee's hourly pay rate.

C. Anyone hired after January 1, 2011, will NOT receive longevity.

Section 4

A. Effective January 1, 2015, the hourly rate of compensation for all hours an employee is scheduled to be on stand-by will be \$3.00 per hour.

B. An employee assigned to be on stand-by on a paid holiday shall receive eight (8) hours' compensation time to be taken at a later date.

C. Stand-by work shall be assigned on a rotating schedule based on seniority.

D. Employees called in to work shall be compensated at a rate of one and one half times (1½) their regular hourly rate with a minimum of three (3) hours' pay per call in. The normal daily morning, noon, and evening checks performed by the stand-by employee will be paid at time and one half with a one-hour (1) minimum for each check.

E. Other than the pay rate for the regular daily checks discussed above, any employee called in on a non-emergency basis (alarm checks & chemical dumps) will be guaranteed a minimum of two (2) hours' pay at time and one half.

Section 5: Night Differential

A night differential rate of 75 cents (\$.75) per hour will be paid for hours worked between 3:30 p.m. and 7 a.m. This differential pay will not be added to the base pay when determining overtime pay.

Section 6: Clothing & Boot Allowance

After completing one year of service with the Village of Ilion Water Department, employees will receive a clothing/boot allowance of \$475 each *fiscal* year. A separate check for the clothing and boot allowance, with FICA and Medicare taxes taken out, will be issued on the second pay period in July.

This allowance is to be used for the purchase of any items worn or used exclusively by the Water Department employee while at work for the Village of Ilion. Employees will not be required to turn in receipts for these purchases.

In the event the Village provides a full summer and winter uniform to eligible employees, it will be exempt from providing the clothing portion of the allowance. If boots are not provided with the uniforms, employees will receive a \$150 boot allowance.

The Account Clerk is not eligible for the clothing/boot allowance.

Section 7: Certification & Education Benefits

Employees covered under this Agreement who successfully obtain any new, not renewal, certifications directly related to the Department's operations shall receive a one-time educational bonus equal to actual cost, not to exceed \$150. Chlorine and Pesticide Inspection Certifications are excluded.

In addition, employees who attend an accredited college and successfully complete a minimum three (3)-credit course related to their work duties, at the review and discretion of the Village Board, will be afforded a \$100 bonus.

**ARTICLE V
WORKDAY, WORKWEEK, AND OVERTIME**

Section 1

The regular workweek for all employees of the Village of Ilion Water Department shall be forty (40) hours, consisting of five (5) consecutive workdays of eight (8) hours per day, Monday through Friday. Work hours for the Distribution and Treatment Plant Crews will be 7 a.m. to 3:30 p.m., with a half-hour unpaid lunch period. Work hours for office personnel will be 8 a.m. to 4 p.m., within which a one (1) hour paid lunch period is included.

Section 2

There will be a fifteen (15) minute break in the a.m. and p.m. for all Water Department employees.

Section 3: Overtime

All employees shall receive overtime compensation at the rate of time and one-half for work hours or any part thereof in excess of the normal assigned work day as stated in Section 1 above.

In the event of death, the employee's estate or beneficiary shall be paid the monetary value of his/her accumulated overtime credits.

Section 4

- A. An employee is not entitled to be paid for a holiday if a leave of absence without pay is taken the day before or the day after the holiday. However, if written application for a leave without pay is made at least forty-eight (48) hours before the holiday and is approved by the Mayor, payment for the holiday will be made.

- B. If an employee has no accrued leave time and is ill the day before or after a holiday, then upon presentation of a doctor's certificate, the employee will be entitled to the holiday pay.

Section 5

If an employee works eight (8) hours or more before or after his normal workday, he/she shall, except in the case of an emergency, be entitled to a minimum of six and one-half (6½) hours' rest before reporting back to work, without loss of pay.

**ARTICLE VI
HOLIDAYS**

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- Christmas Day

When a holiday falls on Saturday, it will be observed on the preceding Friday. If the holiday falls on Sunday, it will be observed on the following Monday. If it is a mid-week holiday, it may be allowed to float by mutual agreement of the Village and Union.

**ARTICLE VII
VACATION AND LEAVE POLICY**

Section 1

A. Employees' vacation time per year will be granted as follows:

After 1 year's employment	One (1) week
After 2 years' employment	Two (2) weeks
After 5 years' employment	Three (3) weeks
After 10 years' employment	Four (4) weeks
After 20 years' employment	Five (5) weeks

B. Any employee(s) *currently* entitled to six (6) weeks of vacation will continue to receive that number of weeks.

C. For the purpose of computing vacation time earned, the anniversary date of employment will be used for the first year. Thereafter, January 1 will be the date used.

D. Cashing-in Vacation Time

All employees will be able to cash-in vacation time, but the Village may limit this cash-in to a maximum of five (5) days. Requests to cash-in vacation time must be made prior to April 1 of the current year and, once requested, may not be withdrawn. Payouts will be made in the second paycheck in December.

E. The time when vacation may be taken by an employee shall be subject to the prior approval of the Village. No vacation period shall be for more than three (3) weeks at any one time unless approved in writing by the Village.

F. Vacation-time preferences shall be determined by seniority.

G. The Village reserves the right to determine the number of employees who may be on vacation at any time.

H. No accumulation of unused vacation time shall exceed thirty (30) days without the express written consent of the Village Board.

- I. Upon retirement or death, an employee or his/her estate or beneficiary will be compensated for any unused vacation time. This payment shall be made as soon as possible, based upon the Village's ability to pay.

Section 2: Sick Leave

- A. After three (3) months of employment, an employee will begin to accumulate one and one-half days of sick leave per month. Sick leave may be accumulated to a maximum of 175 days.
- B. Employees who have maxed out their sick leave will be able to cash in unused sick days to a maximum of ten (10) days per calendar year. Payment will be made the first pay period of the following June at the current rate of pay in effect. No days donated to the sick bank will be eligible for this payout.
- C. If an employee has used all his/her accumulated sick leave, fellow employees may donate an unlimited number of their sick leave to the affected employee. The total of the donor's accumulated sick days will be reduced accordingly.
- D. Sick time shall be used for all necessary medical and dental appointments, including those necessitated by compensable injuries as defined under the Worker's Compensation Law of the State of New York, if said employee is on active status at the time of such necessary medical or dental appointments.
- E. An ill employee shall notify office personnel prior to the beginning of his/her workday.
- F. In the event there is a question of illness or injury arising under the terms of this Agreement, the Employer may require a doctor's certificate and/or request the employee to be examined by the Employer's doctor. For a prolonged illness or injury, an employee must furnish a doctor's certificate every thirty (30) days if requested by Employer. The Employer may make an independent investigation to establish that an employee is too ill to perform the duties of his employment. All costs relative to this investigation shall be borne by the Employer.
- G. An employee who is absent on account of illness for a period of three (3) consecutive days or more is required to furnish the Village Board with a doctor's certificate for proof of illness. After any five (5) non-consecutive days in a calendar month, an employee who is absent because of illness will also be required to furnish the Village Board with a doctor's certificate. The

Village reserves the right to have the employee examined, at its expense, by a doctor of its choice at any time after illness is reported.

- H. Regardless of other provisions to the contrary, an employee who is absent during the course of a contract year more than three separate periods of more than five (5) days each may be required to submit a doctor's certificate, at the Employer's discretion, for any absence charged to sick leave beyond the above-mentioned periods. Abuse of sick leave privileges will be grounds for disciplinary action.
- I. Upon retirement or death, an employee or his/her estate or beneficiary shall be paid for accumulated unused sick leave at the employee's daily rate of pay up to 175 days maximum.

A request for full payout of unused sick leave must be made prior to April 1 of the year of retirement. Employees also have the option to make arrangements to receive the payout amount in up to twelve (12) monthly payments instead of a lump sum. These provisions will be waived in case of verifiable family or medical emergency.

If a request for payout of unused sick leave is made after April 1, the Village, at its sole discretion, may make equal payments for a maximum of twelve (12) months starting on June 1 of the new budget year.

Section 3: Personal Leave

A full-time employee shall be entitled to five (5) personal leave days, non-cumulative, per calendar year. Personal leave days will be granted after the twenty-six (26) week probationary period is completed and pro-rated for the remainder of the first year of employment to January 1 immediately following the date of hire.

Personal leave days may not be used for vacation, recreation or purposes associated with a second occupation.

Section 4: Bereavement Leave

Employees shall be entitled to four (4) bereavement days upon each instance of death of an immediate family member. Immediate family includes the employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law and his/her spouse's brother or sister.

Section 5: Maternity Leave

Pregnant employees will enjoy all the legal rights guaranteed to them by the Family Medical Leave Act.

**ARTICLE VIII
HEALTH AND LIFE INSURANCE**

Section 1

All employees in the bargaining unit will be covered by the New York State Teamsters Council Health and Hospital Fund per the scheduled conditions and rates of contribution on the current Fund Participation Agreement for coverage through December 31, 2017. The coverage will be through the Select Plan.

Employees will be required to contribute 12% toward their Monthly health insurance costs via payroll deduction.

Section 2

Upon submission of original receipts, the Village will reimburse employees for out-of-pocket medical expenses during the year. However, no over-the-counter medical purchases will be eligible for reimbursement unless they are prescribed by a physician. If that is the case, then a note from the physician must accompany any request for such reimbursement.

Maximum yearly out-of-pocket reimbursement will be made per the following schedule:

<u>Coverage</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Single	\$175.00	\$175.00	\$175.00
2-Person	\$340.00	\$340.00	\$340.00
Family	\$462.50	\$462.50	\$462.50

The employee's bi-weekly contribution to health insurance premiums will not be eligible for reimbursement.

All employees hired after January 1, 2011 are excluded from any out-of-pocket medical expense reimbursement.

Although an employee's insurance coverage may change at any time during the year, the reimbursement amount that he/she is eligible for on January 1 of the year the change occurs will remain in effect for the rest of that year.

Section 3

Upon retirement, employees hired prior to June 1, 2004 shall have their health

insurance coverage fully paid by the Employer if they meet the following criteria:

- Be sixty (60) years of age AND
- Have twenty-five (25) years of employment with the Water Department.

Coverage will continue to age sixty-five (65) or until Medicare is available to the retiree. Thereafter, the Employer will pay the full cost for insurance supplemental to Medicare that is provided by the insurance program in effect at the time of the employee's retirement. Employer will also pay thirty-five percent (35%) of the cost for the spouse's supplemental insurance coverage if the retiree desires such coverage.

ARTICLE IX RECIPROCAL RIGHTS

The Employer recognizes the right of the employees to designate representatives of the Local Union 294, IBT, to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit employees during working hours. Such representatives shall also be permitted to appear at public hearings before the Village Board upon the request of the employees.

Section 1

The Employer shall administer its obligations under this contract in a manner which shall be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

Section 2

The Local Union 294, IBT, shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Village Board.

The officers and agents of the Local Union 294, IBT, have the right to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 3: Shop Steward

The employee who is designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from his/her regular duties to fulfill these obligations, which

have as their purpose the maintenance of harmonious and cooperative relations between the Employer and employees and the uninterrupted operation of the village government.

The Local Union 294, IBT, shall provide the Village Board with the name of the Steward.

ARTICLE X WORKING CONDITIONS

Section 1

The Employer shall notify the Local Union 294, IBT, at least seven (7) days in advance of any change in working methods or conditions except where such change is required because of an emergency or major disaster over which the Employer has no control.

Section 2: Layoff and Recall

Seniority is the factor which will prevail in the case of layoff, recall and reduction in forces. In the case of job abolishment, reduction in forces, layoff and recall, the following procedure will be used:

- A. The employee involved shall have the right to replace the least senior employee within the same title.
- B. If an employee cannot replace anyone within his title because of lack of seniority, he may replace any employee with less seniority in a lower paid title within the Water Department, if qualified. Non-competitive employees shall not have bumping or seniority rights over employees in the competitive class.
- C. Employees shall be recalled in reverse order of layoff.
- D. The Village Board shall give two weeks' written notice prior to any layoff.

Section 3: Transfers and Promotions

- A. ~~If an employee transfers from one classification to another, it is the responsibility of the Employer to notify that employee what benefits and/or status will be gained or lost.~~
- B. Promotions shall be offered within the department before considering

outside sources, providing qualifications are adequate as determined by management and the Herkimer County Civil Service Commission.

Section 4

It is the Employer's responsibility to see that an employee is aware of working conditions and be issued a copy of the Collective Bargaining Agreement.

**ARTICLE XI
WORKMEN'S COMPENSATION**

Section 1

In the event an employee has been absent due to a compensation injury, he/she may elect to use accumulated sick leave to "make up" the difference between the weekly compensation pay and his/her regular weekly wage. The sick days used for this purpose will be treated as used sick leave.

Thereafter, should the employee remain disabled, the Employer shall collect whatever amount is paid by the Workmen's Compensation carrier for the remainder of the disability. Checks to the disabled employee will continue to come from the Employer and will be equal to the amount the Employer is paid by the Workmen's Compensation carrier as prescribed by law.

Section 2

If an employee sustains an injury as defined by Section II of the Worker's Compensation Law and is unable to perform his/her regular job duties in the opinion of his or her physician and/or any examining physician of the Employer or Herkimer County Self-Insured Plan but is, in their opinion, able to perform specified types of light duty, the Employer may offer the employee an opportunity to perform such light duty. However, the Employer is not compelled to do so.

An employee so performing light duty shall continue to receive his/her regular salary or wages, including any increases thereto, and fringe benefits which the employee is entitled to when performing regular duties. The assignment of any employee to such light duty shall not be used to displace any other bargaining unit member.

**ARTICLE XII
SUSPENSION, DEMOTION, DISMISSAL**

No employee covered by this Agreement shall be arbitrarily and/or capriciously suspended, demoted or dismissed.

The Village Board will provide a written notice within ten (10) days of its disciplinary decision to any employee who has been subject to disciplinary action. A copy of the notice will be sent to the Union Steward.

**ARTICLE XIII
GRIEVANCE PROCEDURE**

Section 1: Definitions

As used herein, the following terms shall have the following meaning:

1.1 The term "employee" shall mean and include all of the employees of the Village of Iliion Water Department.

1.2 The term "grievance" shall mean any claimed violation, misinterpretation, misapplication or inequitable application of the terms and provisions of this Agreement. The term "grievance" shall not include any matter involving retirement benefits, disciplinary proceedings (except non-competitive employees) or any matter which is otherwise reviewable pursuant to law or any rules or regulations having the force and effect of law.

1.3 The term "department" shall mean the Village of Iliion Water Department.

1.4 The term "immediate supervisor" shall mean the employee or officer on the next higher level of authority above the employee in the department wherein the grievance exists who normally assigns and supervises the employee's work, approves his/her time records, and evaluates his/her work performance.

1.5 The term "days" shall mean all days other than Saturdays, Sundays and legal holidays. Saturdays, Sundays and legal holidays shall be excluded in computing the number of days in which actions must be taken or notice given within the terms of this provision.

Section 2: Declaration and Basic Principles

2.1 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein and free from interference, coercion, restraint, harassment, discrimination or reprisal. An employee also has the right to be represented by the designated collective bargaining representative at all stages of the grievance procedure. If an employee deems that he/she has a grievance and processes that grievance in accordance with the procedures hereunder, the same must be processed by the Village Board.

2.2 Further, it is understood and agreed that the respective parties hereto shall make a sincere and determined effort to settle all matters of dispute in a responsible manner.

2.3 All grievances shall include the name and position of the aggrieved employee, the identity of the provision of this Agreement involved in the grievance, the time when and place where the alleged events or conditions constituting the grievance existed, the identity of the person responsible for causing the said events or conditions if known, and a detailed statement of the nature of the grievance and the redress sought.

2.4 Compliance with the time limits established in this Article shall constitute a condition precedent for the submission of a grievance or for the processing of a grievance at the next stage. The failure to comply with time limits shall result in the grievance being declared null and void and no further processing of the grievance being permitted. The parties may, however, agree in writing to an extension of the time limits.

Section 3: Procedures

3.1 First Stage

A. Any employee who claims to have a grievance shall orally present his/her grievance to his/her immediate supervisor within two (2) days after either the grievance occurred or within two (2) days after the employee has actual knowledge of the act or omission complained of, whichever occurs first. In no event shall a grievance be submitted after ten (10) days of the act or omission constituting said grievance.

B. The immediate supervisor shall discuss the grievance with the employee, make such investigation as deemed appropriate and consult with his/her own supervisor to such extent as deemed appropriate, all on an informal basis.

C. Within three (3) days after presentation of the oral grievance, the immediate supervisor shall make a decision with respect to the grievance and shall communicate that decision, orally, to the employee involved.

3.2 **Second Stage**

A. If the employee is not satisfied with the decision of his/her immediate supervisor or if the supervisor's decision is not issued and orally communicated to the employee within the mandatory three (3) day time limit, the employee shall submit his/her grievance in writing within five (5) days thereafter to a Union Steward who must then, if the Union Steward deems the matter to be meritorious, deliver the written grievance to the Village Board within two (2) days of receipt.

B The Steward shall attempt to resolve the grievance with the Village Board; and in the event they are unable to agree on a settlement mutually satisfactory to all parties concerned, the Village Board shall issue a written decision and communicate same to the employee and the Steward within two (2) days of the receipt of the written grievance.

Section 4: Arbitration

4.1 In the event the grievance is not satisfactorily resolved through the initial stages of the grievance procedure, the aggrieved employee and Local Union 294, IBT may proceed and shall, within ten (10) working days after receipt of the written decision or within ten (10) days after the time within which the Village Board should have issued a written decision, serve upon the Village Board and the New York State Board of Mediation a written demand for arbitration in a manner consistent with Article 75 of the New York Civil Practice Law and Rules. Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other remedies or courses of action shall be barred. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered a waiver of the right of an employee to thereafter seek recourse by means of the grievance procedure.

~~4.2 Matters involving disciplinary actions end with the Second Stage of the grievance procedure and cannot be subject to a demand for arbitration.~~

4.3 In matters involving non-competitive disciplinary actions where no mutual agreement is acceptable at the end of the Second Stage, the employee may follow such procedures as deemed necessary in accordance with other provisions of law. The use of the arbitration procedure shall not

apply in non-competitive disciplinary actions.

4.4 Disciplinary measures concerning employees in the competitive class shall not be covered in this grievance procedure.

4.5 Scope of Arbitrator's Authority

- a. The Arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.
- b. The Arbitrator shall not usurp the functions of the Village Board or the proper exercise of its judgment and discretion under the law and this Agreement.
- c. An Arbitrator shall decide no more than one grievance at the same hearing or series of hearings except by mutual agreement between the parties.
- d. The Arbitrator's Award shall not be contrary to or extend any provision of law, regulation or rule having the force and effect of law.
- e. The Arbitrator's Award shall set forth his/her findings of fact, reason and conclusion of law on only that issue submitted for determination.
- f. The award of an Arbitrator shall be limited to the time period that this Agreement is in effect.
- g. The Arbitrator's Award shall be advisory only, except for any and all employee disciplinary actions which shall not be subject to arbitration.

4.6 It is understood by both parties that there is no cost involved for the use of the Arbitrator.

ARTICLE XIV RETIREMENT BENEFITS

Full-time employees are required to join the New York State Employees' Retirement System, and their retirement benefits will be determined according to the tier available at the time they first joined the System.

ARTICLE XV
SCOPE OF AGREEMENT

Section 1

This Agreement shall constitute the full and complete commitments of the Village of Ilion Board of Trustees and Local Union 294, IBT. 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 negotiations and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Village of Ilion Board of Trustees and the Local Union 294, IBT, for the life of this Agreement, voluntarily and unqualifiedly waive the right to and agree that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Section 2

Before the Employer changes any term or condition of employment not covered by this Agreement, it must negotiate the change with Local Union 294, IBT.

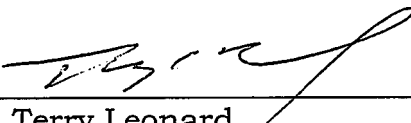
**ARTICLE XVI
DURATION OF AGREEMENT**

This Agreement shall take effect January 1, 2015, notwithstanding the requirements of paragraphs (d) and (e) of subdivision (I) of Section 209-a of the Civil Service Law, and continue in full force up to December 31, 2017.

Upon the request of Local Union 294, IBT, the Village of Ilion Board of Trustees will agree to reopen negotiations on or about July 1, 2017.

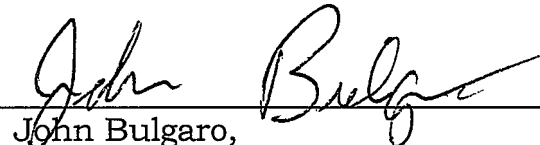
Accepted and agreed to this 18 day of August 2015.

FOR THE VILLAGE:
VILLAGE OF ILION




Terry Leonard
Mayor

FOR THE LOCAL UNION:
TEAMSTERS UNION, LOCAL 294, IBT



John Bulgaro,
President



Thomas L. Quackenbush,
Secretary Treasurer