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BC/10554

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**VILLAGE OF YORKVILLE
BARGAINING UNIT**

AND

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL UNION 294**

EFFECTIVE: JUNE 1, 2014

AND

EXPIRING: MAY 31, 2018



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INTRODUCTORY LANGUAGE

This Agreement entered into by the Village of Yorkville, New York, hereinafter referred to as the "Employer" and the Teamster Local Union No. 294, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all permanent, full-time employees in the Department of Public Works in the titles of Heavy Equipment Operator, Motor Equipment Operator and Laborer and pursuant to the provisions of the Civil Service Law, hereby grants the Union unchallenged representation status for the maximum period permitted by law.

ARTICLE 2

MANAGEMENT RIGHTS

The Employer and the Union recognizes that subject only to the provisions of this Agreement, the management, direction and control of the Employers' business, operation and personnel are exclusively the function of the Employer.

ARTICLE 3

UNION SECURITY

Section 1 - Check Off Union Dues

- a) All employees covered by this Agreement shall tender their membership dues to the Union by signing the authorization for payroll deduction of the Union dues on the form provided by the Union.
- b) The Employer agrees to deduct Union membership dues in accordance with the amounts certified in writing by the Union to the Employer and to maintain such dues deductions until proper withdrawal pursuant to the General Obligations Law.

- c) Payroll deduction of Union dues under the properly executed authorization for payroll deduction of union dues forms shall become effective on the first of the month following the time such authorization card is filed with the Employer. Deductions shall commence on the first full pay period of the month thereafter from the pay of the employee.
- d) The aggregate total of all such deductions, together with a list from whom deductions have been deducted shall be remitted to the Teamsters Local No. 294 on or before the 15th of every month.
- e) Any change in the amount of Union dues to be deducted must be certified by the Union in writing and forwarded to the Employer.

Section 2 - Bulletin Boards

The Employer agrees to provide a portion of the current bulletin board for the exclusive use of the union to post notices and other Union information in the Department of Public Works.

Section 3 - Access to Premises

The Employer agrees to permit representatives of the International Union, the Union Counsel and the Local Union to enter the premises of the Employer for individual discussion of working conditions with employees, provided such representatives do not interfere with the performance of duties assigned to the employees, with notification and permission of the Highway Superintendent.

Section 4 - Notification on New Employees

The Employer agrees to submit to the Union Chairperson, upon request, a list of new employees hired, their job classifications, and home address.

ARTICLE 4

HOURS OF WORK

Section 1 - Regular Hours

The regular hours of work each day shall be consecutive. References to consecutive hours of work in the balance of this article shall be construed to exclude lunch periods.

Section 2 - Work Week

The workweek shall consist of five (5) consecutive eight (8) hour days, except as otherwise mutually agreed upon by the Union and Management.

Section 3 - Work Day

Eight (8) consecutive hours of work within the 24-hour period commencing from an employee's regular starting time shall constitute their regular workday not to include the lunch period.

Section 4 - Work Shift

Eight (8) consecutive hours of work constitute a work shift; all employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Current hours are 7 a.m. to 3:30 p.m. Monday, Tuesday, Wednesday, and Friday. Thursday hours are 6:30 a.m. to 3 p.m.

Change summer hours to 6 a.m. to 3 p.m. from Memorial Day to and including Labor Day.

The Village agrees to 6:30 a.m. to 3 p.m. if approved by the Highway Superintendent.

Section 5 - Work Schedule

- a) Work schedules showing the employee's shift, workdays and hours shall be posted on the department bulletin board.
- b) Work schedule may be changed by the Employer upon notice to the

employee involved by giving such employee 48-hours' notice, except in cases of emergency. Emergencies shall include any absence of other employees, or any other emergency caused from weather or other reasons.

- c) Work schedule to be posted and left in place with 48 hours notice.

Section 6 - Rest Periods

- a) All employees' work schedules shall provide for two (2) 15-minute rest periods during the normal workday.
- b) Employees required to work beyond their regular quitting time into the next shift shall receive a 15-minute rest period if they work four (4) or more hours beyond their normal quitting time.

Section 7 - Lunch Periods and Meals

All employees covered by this Agreement shall have an unpaid lunch period of one-half hour.

ARTICLE 5

OVERTIME

Section 1

Employees shall be paid overtime for all work in excess of eight (8) hours in any workday, or in excess of forty (40) hours in any workweek.

Section 2 - Overtime Pay

All overtime worked shall be paid for promptly, and shall be compensated for no later than the next regular payroll check.

Section 3 - Overtime Work

Employees may be required to work a reasonable amount of overtime. The Employer shall establish rules and regulations regarding the overtime selection and provide the Union with a copy of said rules and regulations. The Village will and has provided rules and regulations for overtime procedures.

Section 4 - Compensatory Time

Each employee shall have the option of electing to receive compensatory time rather than overtime monies. Compensatory time shall be accumulated at the appropriate rate. A record of such time shall be kept by the employee and the Highway Superintendent. Use of compensatory time shall be mutually agreed upon by the employee and the Highway Superintendent. Accumulation of compensatory time shall be limited to forty (40) hours. Compensatory time must be used prior to November 1 of each year.

ARTICLE 6

SENIORITY

Section 1 - Definition

Seniority means an employee's length of continuous service with the Employer since his last date of hire.

Section 2 - Seniority List

Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee on a permanent basis. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and date of hire for all employees in the unit entitled to seniority.

ARTICLE 7

WORK FORCE CHANGES

Section 1 - Filling of Vacancies (Non-Competitive and Labor Classes)

- a) The term, "promotion", means the advancement of the employee to a higher position, or the assignment of an employee to a higher-paying position.
- b) Whenever an opportunity for promotion occurs, or a job opening occurs in other than a temporary situation in an existing job classification within the bargaining unit, or as a result of the development or establishment of a new job classification within the bargaining unit, a notice of such opening shall be posted on the bulletin board, stating the job qualifications, rates of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than five (5) working days.
- c) During this period employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing and it shall be submitted to the Highway Superintendent and shall include the employee's qualifications for the position.
- d) The Employer shall fill such job openings or vacancies from among those employees who have applied and persons who are not current employees of the Employer. The selection shall be made by choosing the person who is the most qualified for the position; but if qualifications are relatively equal, the most senior employee will be chosen.
- e) A notice listing those employees who have applied for the position and the employee or non-employee who has been selected for the position shall be posted by the Employer on the bulletin board within five (5) working days of the selection by the Employer and shall be posted for a period of at least five (5) working days.

- f) Any employee selected in accordance with the procedure set forth above shall undergo a trial period of a minimum of eight (8) weeks but not to exceed twenty-six (26) weeks. If it is found that such employee does not meet the requirements or responsibilities of the position for which he has been selected during the trial period, then such employee shall be restored to his former position or removed from the probationary period. If the employee does not successfully complete the trial period another person shall be selected from applicants who applied pursuant to section (d) above.

Section 2 - Demotions

- a) The term, "demotions", as used in this provision, means the re-assignment, not requested by the employee, of an employee from a position in one classification to a lower-paying position in the same classification or in another classification.
- b) Demotions shall be made to avoid laying off employees or for disciplinary reasons. In the case of avoidance of layoff, an employee involved shall have the right to select which alternative he or she will take, demotion or layoff.
- c) An employee who is relegated back to his previous job from a higher classification to which he was provisionally appointed because of his inability to prove to the Employer that he was able to fulfill the standards of the job, or who voluntarily relinquishes such job shall not be considered as demoted.

Section 3 - Layoff

- a) In the event the Employer plans to layoff employees on a permanent basis for any reason, the Employer shall meet with the Union to review such anticipated layoff at least seven (7) calendar days prior to the date such action is to be taken.
- b) When such action takes place, it shall be accomplished by layoff temporary and probationary employees first. Should it be necessary to further reduce the work force, then regular employees shall be laid off in inverse order of seniority, provided the employee has the qualifications to perform the work.

- c) The Employer shall forward a list of those employees being laid off to the Local Union on the same date that the notices are issued to the employees.
- d) Employees on a permanent basis to be laid off will have at least seven (7) calendar days' notice of such layoff.
- e) When an employee on a permanent basis is laid off due to a reduction in the work force, he or she shall be permitted to exercise his or her seniority right to bump, or replace an employee with less seniority in a lower title. Such employees may, if he or she so desires, bump an employee in an equal or lower-paying classification provided the bumping employee has greater seniority than the employee whom he or she bumps.

Section 4 - Recall

- a) When the work force is increased after a layoff, employees will be recalled according to seniority provided they can perform the functions of the position. Notice of recall shall be sent to the employee at his last known address by registered mail. If any employee fails to report for work within seven (7) calendar days from the date of mailing of notice of recall, he or she shall be considered a quit and removed from any recall pursuant to this article. Recall rights for the employees shall expire after two (2) years from the date of layoff, unless the employee has less than two (2) years of service, then the length of service with the Employer shall be the length of recall rights up to two (2) years.
- b) No new employee shall be hired until all employees on layoff status desiring to return to work have been recalled, as provided for in Section (a) above. The parties acknowledge that the ability of an employee to perform the job is an integral part and requirement of the recall procedure.

ARTICLE 8

HOLIDAYS

Section 1 -Holidays Recognized and Observed

a) The following days shall be recognized and observed as paid holidays:

• New Years Eve	• Columbus Day
• New Years Day	• Veterans Day
• Good Friday	• Thanksgiving Day
• Memorial Day	• Christmas Eve
• Independence Day	• Christmas Day
• Labor Day	• Employees Birthday

b) Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday.

Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

Section 2 - Eligibility Requirements

a) Employees shall be eligible for holiday pay under the following conditions:

1. the employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a day off, vacation, layoff, or sick leave, and
2. the employee worked his last scheduled workday prior to the holiday unless the employee is excused by the employer.

b) If the holiday is observed on an employee's scheduled day off or during his vacation, he shall be given a lieu day for that day. The lieu day shall be mutually agreed upon by the highway superintendent and the employee.

Section 3 - Holiday Pay

Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

Section 4 - Holiday Work

Employees required to work four (4) hours or more on Thanksgiving Day and/or Christmas Day shall receive, in addition to his/her holiday pay for hours worked, one (8) eight hour "lieu" day off for the deprivation of each Thanksgiving Day or Christmas Day that he/she is required to work. "Lieu" day(s) off shall be requested by the employee no less than 48 hours before use and not unreasonably denied by the Highway Superintendent.

Section 5 -Holiday Hours for Overtime Purposes

For the purpose of computing overtime, all unworked holiday hours for which an employee is compensated shall be regarded as hours worked.

ARTICLE 9

VACATIONS

Section 1 - Choice of Vacation Period

- a) Vacation shall be requested by the employees at times required by the employer. Employees may request to take their vacation at any time, but the employer retains the right to schedule vacations based on needs of the Village. If the employer is willing to let one employee off for vacation but two (2) employees request vacation, the most senior employee will be granted his vacation.
- b) Vacation periods shall be taken each calendar year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled by the employer. The vacation shall be scheduled within the three (3) months remaining in the year. A vacation calendar will be hung on the Union Board by November 1st prior to vacation year. Vacation days can be taken in one day increments for the full vacation allotment the employee is eligible for that vacation year.

- c) The right to the allotment of vacations is exclusively reserved to the employer.

Section 2 - Work During Vacation Period

No employee shall be required to work for the employer during the employee's scheduled vacation period.

Section 3- Vacation Rights in Case of Layoff, Separation or Death

- a) Any employee who is laid off, retires or quits with ten (10) or more workdays' notice to the employer shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation from the employer.
- b) Any employee who is discharged for cause or who quits with less than ten (10) working days' notice to employer shall not be entitled to full vacation pay under this section, but shall not be penalized more than five (5) working days of vacation.
- c) In the case of the death of an employee, such payment shall be made to the employee's estate.

Section 4 - Vacation Schedule

All employees shall be granted their vacations and shall be entitled to the following vacation periods on their anniversary date of hire. For all other years, for example, year 3 and 4, the entitlement would be two (2) week's vacation, available to employee on January 1st of each year. For years 6, 7, 8, and 9, and so forth, the same statute will apply wherein the entitlement earned will be available January 1st of each year.

After one (1) year	one (1) week vacation on anniversary date of hire
After two (2) years	two (2) weeks vacation on anniversary date of hire
After three (3) years	two (2) weeks vacation on January 1 st
After four (4) years	two (2) weeks vacation on January 1 st
After five (5) years	three (3) weeks vacation
After ten (10) years	four (4) weeks vacation
After twenty (20) years	five (5) weeks vacation
After twenty-five (25) years	six (6) weeks vacation

ARTICLE 10

SICK LEAVE

Section 1 - Allotment

Sick Pay-Presently the CBA allows an employee to accumulate a total of 90 days of unused sick days. Current employee will be allowed to accumulate an additional 30 days of unused sick leave from year to year to a maximum of 120 days, providing that they already have attained the 90 day accumulated unused sick day limit. These additional 30 days can only be used during a prolonged illness or injury where the employee is absent from work for a period longer than 90 days and this absence is prescribed by a doctor in writing. All other paid medical related absences, the employee must utilize the balance of his sick days accumulated with no regard to the additional 30 day earned allotment.

Upon retirement or death, an employee or his estate will be paid his accumulated sick days earned not to exceed 90 days with no consideration to the total actual number of unused sick days accumulated. Monies paid at the time of retirement or death will be calculated using the wage rate in effect at the time not-to-exceed \$15,000.00.

Employees hired after June 1, 2014, will only be allowed to accumulate a total of 60 days of unused sick days. The employee will also be allowed to accumulate an additional 30 days of unused sick leave from year-to-year to a maximum of 90 days, providing that they already have attained the 60 days accumulated unused sick day limit. These additional 30 days can only be used during a prolonged illness or injury where the employee is absent from work for a period of longer than 60 days and this absence is prescribed by a doctor, in writing. All other paid medical related absences, the employee must utilize the balance of his sick days accumulated with no regard to the additional 30 days earned allotment.

Upon retirement or death, an employee or estate will be paid his accumulated sick days earned not-to-exceed 60 days, with no consideration to the total actual number of unused sick days accumulated. Monies paid at the time of retirement or death will be calculated using the wage rate in effect at the time not-to-exceed \$10,000.00.

Section 2 - Workmen's Compensation Absences

- a) The employer shall provide coverage for all employees covered by this agreement under the Workmen's Compensation Law of New York State Employer's Law.
- b) Employees who are unable to perform the duties of their employment because of injuries received in the service of the employer, and who receive Workmen's Compensation benefits, shall receive a supplemental sum equal to the difference between their wages and their compensation benefits, but such supplemental sum shall be deducted from sick leave credits.

ARTICLE 11

PAID LEAVES

Section 1 - Bereavement Leave

In the event of the death of a member of the employee's immediate family, the employee shall be granted up to three (3) consecutive workdays' leave of absence with pay. The immediate family shall be defined as employee's Spouse, Mother, Father, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandparents of the employee or Spouse, Grandchildren and any other person residing in the employee's household in a family relationship. Employees shall be granted two (2) days for Son-in-Law or Daughter-in-Law and one (1) day for Brother-in-Law or Sister-in-Law.

Section 2 - Jury Duty

Employees shall be granted a leave of absence any time they are required to report for jury duty or jury services and he shall receive the difference in pay up to his regular day's pay.

Section 3 - Personal Leave

Paid personal time will consist of sixteen (16) hours per year to be credited on January 1 of each year, to be non accumulative and to be taken in periods of not less than two (2) hours.

Section 4 - Civil Duty

Employees required to appear before a court or other public board on any matter not related to their work and in which they are not personally involved as a plaintiff or defendant shall be granted leave with pay for a reasonable necessary period.

Section 5 - Civil Service Examination

Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System if any shall pertain to a Village of Yorkville position.

Section 6 - Military Leave

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this state shall be granted a leave of absence during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days. He shall receive the difference between his service pay and his regular pay.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1 - Definition

A grievance shall be defined as an alleged violation of a section or article of this agreement.

Section 2 - Steps

- a) **Step 1** - An employee may file a written grievance within five (5) workdays of the date of occurrence, which created the grievance with the Highway Superintendent.

The Highway Superintendent shall answer the grievance in writing within three (3) workdays.

b) **Step 2** - If the employee or the Union does not agree with the step 1 answer, or if the Highway Superintendent did not answer within the time limits, the employee or the Union may file an appeal with the Village Board. Such appeal shall be in writing and filed with the Village Clerk within ten (10) work days of the first step answer or within ten (10) work days of the last day for a first step answer if no answer is given by the Highway Superintendent.

1. Such written appeal must contain the alleged section (s) of the agreement violated, name of aggrieved employee, and the requested remedy.
2. The Village may ~~permit the Superintendent of Highways and the Union a hearing in which they have a right to call witnesses and cross-examine the other parties' witnesses, present evidence and file briefs,~~ or the Village Board may request the parties to fully submit written briefs without a hearing.
3. The Village Board shall make a decision within twenty (20) workdays of the close of the hearing or the date of filing briefs, whichever is later.

Section 3 - Procedural Matters

- a) The time limits in the grievance procedure may be extended by mutual agreement in writing.
- b) No processing or investigation of grievances shall be done during normal working hours except with the express approval of the employer.

Section 4 - Labor-Management Committee

Upon the request of either party, conferences shall be held between the representatives of the Union and the Employer on important matters, which may include the discussion of procedures for avoiding future grievances, safety questions and other methods of improving the relationship between the parties. Arrangements for such meetings shall be made in advance, and normally shall be held during non-working hours, but at reasonable hours as mutually agreed between the parties. Employees acting on behalf of the union shall suffer no loss of benefits or pay should such meetings be held during the employee's regular working hours.

ARTICLE 13

DISCIPLINE AND DISCHARGE

Section 1 - Definitions

Disciplinary action shall include oral reprimand, written reprimand, suspension, demotion or discharge.

Section 2 - Procedure

- a) The Employer may discipline an employee for violation of the rules and regulations. Confirmation of such disciplinary action shall be given to the employee with a copy sent to the union.
- b) If the employee or the union disagree with the disciplinary action imposed, then either one must file a grievance at Step 2 within three (3) workdays of date of confirmation of the discipline.
- c) If an appeal is requested, the Village Board shall hold a hearing at the Step 2 level and a stenographic record shall be kept of such proceedings.

Section 3 - Waiver

The parties agree that this procedure shall be a waiver and replacement of any rights any employee may have under Section 75 or 76 of the Civil Service Law.

ARTICLE 14

ON CALL

Employees on call for snow plowing shall receive \$20.00 per weekend for stand-by status.

Employees shall be notified by the Highway Superintendent of their stand-by status the Friday before the weekend of said stand-by. The Employees affected shall receive \$20.00 only if they are not called out for duty.

Section 2: On Call Bonus

Employees who are called in and come in, 100% of his/her call-backs will receive one (1) Roving Holiday, which will be given and used by the end of the year.

ARTICLE 15

GENERAL PROVISIONS

Section 1 - Pledge Against Discrimination

- a) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

The Union shall share equally with the employer the responsibility for applying this provision of the agreement.

- ~~b) All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.~~

Section 2 - Work Rules

The employer agrees that new work rules or changes in existing rules shall not become effective until the Union has been notified by the employer, and in addition, have been posted prominently on the bulletin board for a period of five (5) consecutive work days.

Employees shall comply with all existing rules that are not in conflict with the terms of this agreement.

Section 3 - Copies of Agreement

The employer shall provide a copy of this agreement to all members of the bargaining unit and all new employees hired into the bargaining unit.

Section 4 - Statutory Provision

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

ARTICLE 16

SAVINGS CLAUSE

Should any Article, Section or portion thereof, of this agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 17

WAGES AND MISCELLANEOUS BENEFITS

Section 1 - Wages

Upon acceptance of this Agreement, all job classifications will receive a 2% wage increase effective each June 1st during the life of this Agreement and all the employees of the bargaining unit will also receive a \$500 bonus. Payment of bonus will be made on June 1, 2014, June 1, 2015, June 1, 2016, and June 1, 2017.

TITLE	6/1/2014	6/1/2015	6/1/2016	6/1/2017
HEO	\$19.11	\$19.50	\$19.89	\$20.28
MEO	\$18.30	\$18.67	\$19.04	\$19.42
LABORER	\$17.11	\$17.45	\$17.80	\$18.16
PROBATIONARY	\$15.93	\$16.25	\$16.58	\$16.91

Section 2 - Job Progression

Employees may move up in classification upon demonstrating sufficient proficiency in the operation of equipment. The Highway Superintendent, in conjunction with the Board Highway Committee, will determine movement to a higher classification. Disagreement by the employee is subject to the Grievance Procedure. The re-classification process shall occur every three (3) months starting with June 1, 1991 and quarterly thereafter.

Section 3 - Wage Differentials

In the event an employee is temporarily appointed by the Highway Commissioner to act for and as the Highway Superintendent in the absence of the official Highway Superintendent, he/she will be paid fifty (\$.50) cents per hour in addition to the employees regular wage.

In the event that a night shift is established, the parties will negotiate terms and conditions prior to implementation. A split shift is not to be construed as a night shift. A split shift is defined as a shift that does not begin earlier than 5:00 a.m. or end later than 6:30 p.m.

Section 4 - Clothing/Work Shoe Allowance

~~The clothing and work shoe allowance will be increased from \$250 to \$300. A receipt will now be required to substantiate that the purchase meets or exceeds the safety standard requirements as outlined in the present agreement. The employee will be reimbursed for the actual amount spent for qualifying clothing and work shoes not-to-exceed \$300. All other provisions and qualifications of this section will remain intact.~~

Each member agrees to wear the (ANSI approved) work shoes. The Village will continue to supply the members with safety jackets, sweatshirts, t-shirts, and seasonal jackets as they do not.

Section 5 - Retirement

The Employer agrees to continue the current retirement plan under New York State Retirement and Social Security Law known as Section 75 (c) with employees contributing in accordance with the dictates of the Retirement System.

ARTICLE 18

HEALTH INSURANCE

Change in medical plan by moving from the New York State Teamsters Health and Hospital Fund Select Plan to the New York State Teamsters Health and Hospital Fund Royal Plan. The amounts specified in the current contract will change to reflect the following out-of-pocket expense as follows;

	<u>Royal</u>	<u>Select</u>	
Single	\$2,000.00	\$1,000.00	\$1,000.00 increase
Family	\$4,000.00	\$3,600.00	\$ 400.00 increase

The Village agrees to put aside these said amounts as needed yearly equal to the status of each member and family at the time of signing his Agreement and the amounts will be adjusted to reflect any change in member status in the following Village fiscal year. This amount is calculated to be \$14,000.00 based on the present bargaining population. Any and all co-pays for health care visits will be paid by the member.

Weekly premiums will be adjusted (reduced) to reflect the elimination of the cost of the Legal Plan and Disability benefits. All other benefits offered by the Plan will remain intact at the same level.

New Employees - Employees hired after June 1, 2014 shall subscribe to the following conditions: Single hires shall pay 20% of Medical Premium Rate with the Village paying 80%. Two Person and Family hires shall pay 20% of the Medical Premiums Rate with the Village paying 80%.

ARTICLE 19

HEALTH AND SAFETY CLAUSE

The Village of Yorkville agrees to provide a safe and healthy work place environment that complies with all Federal, State, Local and Municipality Laws.

ARTICLE 20

VOLUNTEER FIREMEN

An employee, who is a member of the Yorkville fire Department (YFD), shall be permitted to leave his/her job in response to an emergency call regarding public safety for the General Community (including but not limited to fire, auto accident, medical emergency etc.) without loss of pay.

The respondent employees must complete a log record of their activity which shall include DATE, TIME OUT, TIME RETURNED, and REASON for the ABSENCE. (Other official documentation will be accepted as long as it includes the desired information). ~~This log should be completed on a timely basis and submitted to the Highway Department Supervisor and also be submitted as part of the employee's bi-weekly payroll records. Failure to comply could result in loss wages and possible disciplinary action for leaving the job without permission.~~

It is understood that the employee / respondent will return to his / her job for the Highway Department immediately after the emergency call has been satisfied. Any delays should be documented and the Supervisor should be notified of the delay. Failure to comply could result in loss wages and possible disciplinary action for leaving the job without permission.

ARTICLE 21

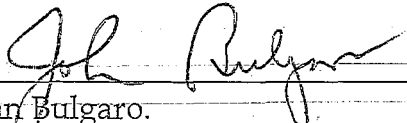
TERM OF AGREEMENT

The term of this agreement shall be from the first day of June 1, 2014 and shall terminate on the 31st day of May 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one-hundred eighty days (180) prior to the termination date that it desires to modify this agreement. In the event that such notice is given, negotiations shall commence not later than one hundred fifty (150) days prior to the termination date. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE UNION
TEAMSTERS UNION, LOCAL 294

FOR THE VILLAGE
VILLAGE OF YORKVILLE



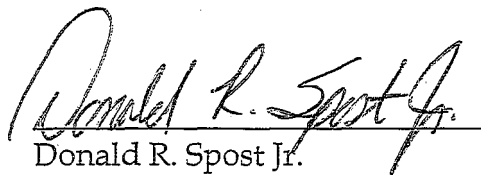
John Bulgaro.
President/PEO



Anthony Leone, Mayor

Date: 10/6 2014

Date: 10/6/ 2014



Donald R. Spost Jr.
Field Representative

Date: 10/3 2014

