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AGREEMENT
VILLAGE OF ELMIRA HEIGHTS, NEW YORK
and the
STREET DEPARTMENT EMPLOYEES ASSOCIATION
JUNE 1, 2005 TO MAY 31, 2008

RECEIVED

JUN 05 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

(4)

AGREEMENT

THIS AGREEMENT made on this day of June 2005, by and between the Village of Elmira Heights, New York a municipal corporation and political subdivision of the State of New York, located in the County of Chemung and the State of New York, having it's principle offices

at the Village Hall, Elmira Heights, New York and hereinafter referred to as the Village party of the first part, and the Street Department Employees' Association, a membership association of the employees of the Village of Elmira Heights Street Department and having a Post Office address at the Village Hall, 215 Elmwood Avenue, Elmira Heights, New York, hereinafter referred to as the Association party of the second part.

WITNESSETH that in consideration of the mutual covenants and agreements herein contained the parties hereto agree as follows:

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ARTICLE I - RECOGNITION AND RECIPROCAL RIGHTS

101. The Village recognizes the Association as the exclusive collective negotiating agent for the employees in the Village Street Department except the Superintendent of Public Works and any elected official and does not extend to the Association in representing such employees the following rights subject to provisions of Article 14 of the Civil Service Law of the State of New York: To represent the employees in negotiations and in the settlement of grievances and to unchallenged representation status.
102. The employees may designate a representative of the Association to appear on their behalf to discuss wages, working conditions, grievances and disputes pertaining to this agreement and to the terms and conditions of employment. Such authorized representative shall be designated in writing. Such representative shall, except in an emergency, give at least four hours advance notice to the Superintendent of any projected visit and as requested by the Superintendent, shall state the purpose of such visit. The representative shall report to the office of the Superintendent and may thereafter visit the employees during regular working hours, subject to reasonable limitation upon interference with the work or obstruction of normal operations. If such a visit goes beyond what the Superintendent considers a reasonable time he may order the employee or employees involved to return to work and they should do so immediately.
103. The Village will grant release time with pay to such employees of the Street Department as are designated as Stewards or as officers or delegates of the Association for the purpose of adjusting grievances and administering this contract and for attending state-wide conventions or regional conferences within their authority as officers or delegates. Total release time with pay shall be limited to a maximum of one man at any one time and to such man's normal working hours. Total release time with pay for all employees shall not exceed one hour per month for each of the employees represented in the bargaining unit.
104. The name of the designated Steward shall be kept on file with the Village Clerk. There shall be a limit of one Steward for the employees covered by this contract.
105. It is recognized that the management of the Village, its property its order and efficiency is solely the right and responsibility of the Village. The Village, through its appropriate officers, has the right and responsibility, among other rights and responsibilities, to select and direct the working forces, to hire, suspend or discharge, assign, promote or transfer employees, to determine the work to be done, the hours to be worked, and the methods to be employed and the location, design, maintenance and construction of facilities and equipment and materials, to contract for the services of others and to make reasonable and binding rules not inconsistent with the agreement.

106. It is recognized that the need for continued and uninterrupted operation of the Village's Departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation. Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement. The parties hereto agree that there will not be and that the Union, its officers, members, agents or principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or other normal work performance. The Village shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown, or other such interference.

107. It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE II - DEFINITIONS

As used herein the following words, names or abbreviations, unless otherwise specifically defined, shall have the following meanings.

- a. Contract year shall mean the Village fiscal year June 1, to May 31
- b. Employees shall mean regular and probationary full time employees of the Street Department of the Village
- c. Mayor shall mean the Mayor of the Village.
- d. Probationary period shall mean the first six months of employment of a full time employee.
- e. Street Department shall mean the Street Department of the Village.
- f. Superintendent of Public Works or Superintendent shall mean the person in charge of the Street Department, his substitute or representative at that particular time.
- g. Taylor Law or Taylor Act shall mean Article 14 of the Civil Service Law of the State of New York.
- h. Village Board or Board shall mean the Board of Trustees of the Village or such board, Commission, or person as may be now or hereafter designated by law, ordinance, or resolution.
- i. The term "he" or "she" as used in this agreement shall not mean to be

discriminatory and shall apply equally to male and female employees.

ARTICLE III - TERM

301. This Agreement shall be effective for a term of three (3) years commencing on the first day of June 2005 and terminating on the thirty first day of May 2008
- 301(a) The terms enumerated in Section 802-b and 802c of this agreement shall extend beyond the 3 year duration of this contract. The benefits enumerated in Section 802-b and 802-c of this agreement shall be in effect until May 31, 2007.

ARTICLE IV

- 401 Each employee shall keep himself capable of performing the duties of his position under the supervision of the Superintendent. He shall familiarize himself with all equipment and all procedures, rules and regulations within his duties. The general duties and classification of each employment position are set forth in Schedule A attached hereto and made a part hereof. The Village Board may add to, rescind or change in whole or in part the job classifications and duties set forth in Schedule A.
402. Each employee shall familiarize himself with this Agreement and shall observe the provisions hereof. The Village shall make a copy of the Agreement available to each regular employee.
403. The Village shall have the right to request retirement of any employee who does not meet the requirements of the department as determined by physical examination and upon recommendation of the superintendent.

ARTICLE V - HOURS OF WORK

501. Each employee shall be available and shall be scheduled to work at least forty (40) hours in each calendar week for fifty two (52) weeks of the Village fiscal year, less his vacation, holidays, and any sick leave or other leave herein provided. The normal work week of forty (40) hours shall consist of eight (8) hours a day for five (5) days of a seven (7) day week. The eight (8) hour work day shall be from 7:00 A.M. to 3:30 P.M. with thirty (30) minutes out for lunch. Lunch time shall be taken by all employees at the same time except for special reasons. Each employee shall be allowed a work break, with pay, for a period not to exceed fifteen (15) minutes in the mid-morning of each work day. Such work break shall be as near to mid-morning as possible considering the work that has to be done. Time and one half the regular hourly rate will be paid for all hours in excess of eight (8) hours in any one (1) day.

502. The hours in the days and the days of the week when any employee is required to work, may be changed, increased or decreased from that of any other employee.
503. When there is no work available for an employee or it is impossible for work to be done due to adverse conditions, such employee shall be relieved from work for the remainder of the scheduled work day by the Superintendent and such relieved employee shall be credited with the actual number of hours worked in that day, or a minimum of four (4) hours, whichever is greatest. Scheduled work hours of the employee may be changed by the Superintendent by giving notice to such employee personally or by phone at least four (4) hours before the start of the otherwise scheduled work hours. Notification by telephone shall be to the home of the employee or the substitute phone number the employee may designate for such purposes. Failure to answer the phone call or failure to receive the message left with someone else shall not effect the change of the work hours.
504. A minimum of two (2) persons shall be required to work when called out during winter road maintenance, for safety precautions. An employee called into work at other than his normal scheduled hours shall be credited with a minimum of three hours of work provided he does the work assigned to him. Call out between 3:30 P.M. and 7:00 A.M. - an employee shall be credited with a minimum of four (4) hours of work. Such minimum shall not apply, however, if such work is performed immediately preceding or immediately following such employee's regularly scheduled hours of work.

ARTICLE VI - WAGES AND COMPENSATION

601. The wages paid to each employee for the first forty (40) hours of work credited in each pay period or two weeks shall be at the hourly rate applicable under the wage schedule attached hereto and made a part of the Agreement plus any increment as provided in this Article. The wage to be paid each employee for all actual hours of work plus any minimum credited under Section 503 and 504 totaling over forty (40) hours in a pay period shall be paid at one-half of the employee's hourly rate plus any increment.
602. Payment of wages shall be made every second Friday for the wage due and not otherwise compensated for to the end of the pay period defined in Section 601 ending on Friday preceding such payment. If pay day shall be on a holiday such pay shall be made on the preceding work day.
603. Each hourly rate column in the wage schedule is referred hereinafter as a Step. Each full time regular employee in employment at the beginning of this contract term shall be paid under Step "1" during the first Village fiscal year of this contract, under Step "2" during the second Village fiscal year of this contract, under Step "3" during the third fiscal year under this contract as the rate shall be determined under Section 601 hereof each with any applicable longevity increments. New employees shall be paid under Step "Base" if hired

in the first Village fiscal year of this current year, and Step "1" if hired in the second Village fiscal year of this contract and Step "2" if hired in the third Village fiscal year of this contract. Upon satisfactory completion of a probationary period, which period shall not exceed six months for a non-competitive, exempt or labor position, such employee shall thereupon be paid under the appropriate regular Step for the balance of the then Village fiscal year.

- 604. An employee changed from one position to another position shall remain in the same Step under the Wage Schedule, but his hourly rate of wage shall change on the effective date of his new position to that for an employee in such position.
- 605. An equipment operator assigned to operate a power grader shall be paid that rate under the appropriate Step for the actual hours of operation.
- 606. A laborer assigned to the work of an equipment operator shall be paid an equipment operator's rate under the appropriate Step for such employee for the actual hours of such assigned work.
- 607. Each regular employee shall receive a longevity increment of thirty cents per hour upon completion of ten years of continuous service, and an additional increment of thirty cents per hour upon completion of fifteen years of continuous service, and an additional thirty cents per hour upon completion of twenty years of continuous service.

ARTICLE VII - TIME OFF

- 701. Vacations Schedule - Employees will be paid for vacations based on the length of service as follows:

end of 1 st six months	5 days
end of 2 nd six months	5 days
2 - 4 years	10 days
5 - 9 years	15 days
10 -19 years	20 days
over 20 years	25 days

- 702. An employee whose anniversary of employment commences after the start of a fiscal year shall earn any resulting increase, annual leave, or vacation on a prorated basis for the balance of that fiscal year.
- 703. The pay for a vacation day shall be the employee's hourly rate, times eight (8) hours.
- 704. Annual leave or vacation shall be taken during each Village fiscal year for a vacation earned in the prior fiscal year. Such vacation shall be non-cumulative unless such vacation shall be delayed due to an emergency or at the request of the Village.

705. Seniority and Tenure. Between employees holding the same position, the right to choose the time of the year during which the respective employee is to have his vacation time off, shall go to the employee in order of their seniority. The employee who has completed the most years of service in the Street Department shall have the first choice, but the time of year for such vacation shall be subject to the approval by either the Superintendent or the Village Board, who must schedule such vacation periods in such a manner as to have sufficient employees working during normal times of the year and to have an additional number of the employees working during the times of the year when there are exceptional highway needs or hazards. Each employee should give the Superintendent written notice of his choices for vacation weeks, no later than April 30th.
706. An employee who works on one or more days of his vacation by direction of the Superintendent or his representative, shall have such day or days of vacation rescheduled by the Superintendent within that fiscal year with all consideration possible given to the employee's preference.
707. Upon termination of employment, an employee shall be paid his unused earned vacation from the immediate prior Village fiscal year and the prorated basis of vacation for the length of service in the fiscal year of his termination.
708. Each employee shall receive the paid holidays listed in Schedule C attached hereto and made part thereof. Any additional holidays provided for Veterans under the Public Officers law shall be taken only when the absence of such employee would not danger the public safety. Such employee shall attain approval of the Superintendent or the Village Board of their election to take the actual leave of absence under such law by April 1st for the next Village fiscal year.
709. If an employee is required to work any such holiday, he shall receive pay at the rate of one and one-half times his regular rate of pay for the hours actually worked on such holiday, in addition to his regular rate of pay for such holiday.
710. Sick Leave. (a) Each employee who has completed at least one year of service with the Street Department, shall receive at the beginning of each fiscal year of the Village, a sick leave credit of sixty five (65) days, plus three (3) additional days for each completed year of service up to a maximum credit of ninety (90) days. Sick leave credit shall be non-cumulative, except that unused credit in one fiscal year may be added to the credit for the next fiscal year, up to a maximum of total credit of ninety (90) days in any fiscal year. An employee shall receive full pay for the time lost from work due to sickness or injury in a fiscal year up to the number of days credited to him in such fiscal year.
- (b). Such full pay for a day of sick leave shall be based on an eight (8) hour day at the employee's salary and shall be reduced by any amount of worker's compensation or

other monetary benefit in lieu of wages that is provided to the employee under insurance carried by the Village or the employee qualified for the benefit on such sick day. The employee shall cooperate with the employer and the insurance company with any proof or authorization required to establish the claim for such a benefit.

~~710.~~
711 Sick leave is to be taken strictly for the purpose of illness or injury, or may be used for the employee's personal appointments with a doctor, dentist, optometrist, or other medical practitioner, provided, however, that prior approval for such appointment is received from the Superintendent or his representative. Verification of such appointment and the keeping thereof must be presented. An illness or injury must be reported to the Superintendent or his representative in person or by phone. Absence from work without reporting illness or injury shall be absence without permission and without pay. Abuse of sick leave credit shall be just cause for reprimand or dismissal. Undue or unexplained absences during a fiscal year shall forfeit sick leave credit for that year.

~~711.~~
712 An employee absent due to illness or injury for more than two (2) days, must obtain certification of illness or injury and of care from a doctor for such absence before sick leave will be allowed and before he may report back to work. The Superintendent or his representative or any member of the Village Board or representative of the Village Board shall have the right to call upon any employee who reports sick or injured and shall have the right to require verification for any claimed illness or disability. The Village Board may require any employee to be examined by a doctor at any time the Superintendent or the Board feels such examination is necessary for the good of the employee or the Village. Failure to have such an examination when so ordered or directed, shall subject the employee to disciplinary action or dismissal.

~~714.~~
713 Bereavement Leave shall be granted a regular employee because of death in his immediate family as defined below, and he shall be paid his regular rate of pay for his scheduled working hours missed during the first three (3) days following the day of the death. The leave provided in this section is intended to be used for the purpose of handling necessary funeral arrangements for the attendance at the funeral of the deceased member of the immediately family. Immediate family is defined as follows: Spouse, child, grandchild, parent and grandparent of the employee or his spouse, and brother and sister of the employee. Child and grandchild include natural, adopted, stepchild and step grandchild.

~~715.~~
714 Bereavement leave shall also be granted a regular employee for the funeral day of a brother or sister of the employee's spouse and he shall be paid his regular rate of pay (straight time only) for that day.

~~716.~~
715 A regular employee may be excused from work because of an illness or injury of a member of his immediate family as defined in Section 713 hereof and shall be paid his regular rate of pay for his scheduled working hours missed during the first three (3) days following the onset of the illness or injury. Such time excused from work shall terminate at the end of

the emergency if within less than three (3) days. Authorization for pay under this section must be given only by the Village Board upon reasonable proof of such serious illness or injury.

- 716 717: All regular employees of the Street Department shall receive two (2) personal days each fiscal year. These days may only be taken when the Superintendent feels that he has sufficient help available that day. These days are non-cumulative.

ARTICLE VIII - OTHER EMPLOYEE BENEFITS

801. The Village shall carry an insurance policy which provides those benefits to employees in the event of an accident on the job or sickness due to employment, as they are prescribed by the Worker's Compensation Law of the State of New York for employees of the Village.
802. The existing contract of medical insurance protection to employees of the Street Department shall be retained by the Village unless it should substitute another policy for it, which provides benefits to employees at least as good as, or better than, the benefits provided by the present policy. The Village shall review the daily benefits periodically and increase the coverage to approximate medical cost.
- 802a. The Street Department employees shall contribute \$ 650.00 per yr. for 2005, \$700.00 per yr. for 2006 and \$750.00 per yr. for 2007 towards their Health Insurance.
- 802(b) The Village shall pay sixty (60) percent of the health insurance premiums for existing retirees of the Elmira Heights Street Department, either individual or family coverage, depending on which coverage is applicable and which coverage the retiree chooses. For the purpose of this section, an existing retiree shall refer to any retired member of the Elmira Heights Street Department, regardless of whether he or she is paying for coverage at the time of this agreement.
- 802(c) The Village shall pay sixty (60) percent of health insurance premiums, either individual or family coverage, depending on which coverage is applicable and which cover the member chooses, for any and all current members of the Elmira Heights Street Department retiring on or before May 31, 2007.
803. The existing insurance contract with the Prudential Life Insurance Company, which provides life insurance benefits to employees including those of the Street Department, shall be retained by the Village unless it should substitute another life insurance policy which provides benefits to the employees which are at least as good as, or better than,

those provided by the existing policy. The Village shall pay 60% of the premium of such policy with the remaining 40% to be paid by contributions from or charges to the employee.

- 804. The Village shall continue to present the Retirement Plan under Section 75-g of the State of New York Retirement and Social Security Law for each full time employee. For employees who are not eligible for the Plan under Section 75-g Retirement, the Village will apply for the plan available to them and provide benefits as close to, but not exceeding those under Section 75-g.
- 805. The Village shall provide two (2) pair of leather work boots, per year, to each full time Street Department employee. Not to exceed. \$150.00.
- 805a. Clothing Allowance: The Village during the first pay period in each fiscal year, will issue a separate, non-taxable, check to each employee of the Street Department in the amount of Seven Hundred and Twenty Dollars (\$720.00) to be used to purchase employees clothing.
- 806. The Village will provide for each employee, the following such work gear: hip boots or waders, cloth work gloves, canvas work gloves with leather type facing, construction type hard hats, and rain coats. Five pair of coveralls for general use of all Street employees when handling greasy jobs or other unusual dirty jobs. Such gear shall remain the property of the Village, and when not in actual use, will be stored in the Village garage or such other place as the Superintendent shall designate. Each employee shall be responsible for any such gear issued to him or used by him. He shall have the replacement cost of any such gear lost or misused by him deducted from his pay or he shall reimburse the Village directly.

ARTICLE IX - APPOINTMENTS AND PROMOTIONS

- 901. All employees in employment beginning at the term of this agreement, shall have the option of residing outside of the Village as long as they can report to work within thirty (30) minutes if on call or for an emergency purposes.
- 902. The Mayor shall hire all new employees and shall make all appointments, promotions, suspensions, reductions and dismissals in the Village Street Department. The Superintendent of Public Works may make recommendations to the Mayor for the same. The Superintendent may terminate any employee's work for the day at any time when the Superintendent decides that the employee is neglecting or refusing to do the work he is directed to, so in the manner that he is directed to do it. All new employees will be required to be the holder of a currently valid Class III Chauffeurs License as defined in the

New York State Vehicle and Traffic law. All employees once holding a Class III Chauffeurs License may be required, as such condition of continued employment, to continue to be the holder of such valid, current license. A suspended license shall not be considered a currently valid license.

903. Each employee of the Street Department shall take such training for the performance of his duties as may be directed by the Superintendent or the Village Board. Every employee shall be given a reasonable opportunity to qualify for any street job and shall be considered first for promotion to a higher job qualification when such job comes open. Preference in promotion shall be given to a qualified employee and shall be made on the basis of length of continuous service in the department.

ARTICLE X - DISPUTES AND GRIEVANCES

1001. Disputes arising concerning terms of the Agreement shall be processed in accordance with the procedures of this Article and applicable Law.
1002. The employees shall present the basis for his dispute or grievance to his Association representative. If the matter is not resolved within two (2) working days from said presentation, the representative shall submit the basis of the dispute in writing to the Superintendent. If a satisfactory adjustment is not made within one (1) week of the submission to the Superintendent, the representative shall present the same in writing to the Mayor. If the dispute is not resolved within one (1) week after referral to the Mayor the employee and the Association representative shall meet with the Village Board in Executive Session, which session shall be closed to the public. If the dispute remains unsettled after such Executive Session, either the employee and the Association representative, or the Village, may initiate those procedures authorized under the Taylor Law to resolve grievances or under local procedures approved under such law.

ARTICLE XI - MISCELLANEOUS

1101. The Village shall perform its obligations under this Agreement in a fair and impartial manner to all employees. It shall not discriminate against any employee for reason of sex, race, color, creed, or national origin. Recognition of individual abilities and performance of duties does not constitute discrimination.
1102. The Agreement shall be signed by one employee of the Village Street Department as well as a representative of the Association to be binding upon the employees. This Agreement shall be signed by the Mayor under the authorization and direction of the Board of Trustees to be binding upon the Village.
1103. If any Article or section or portion of a section of this Agreement shall be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with

enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected by it, and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of such Article or Section or portion of a Section.


1104. The foregoing Agreement together with the Schedules referred to therein and attached hereto constitute the entire Agreement between the parties and no separate writings or verbal statements shall alter or supercede any of the provisions herein.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their proper officials and their seals to be affixed hereto the year above written.

Village of Elmira Heights

By 
Arthur F. Caparula, Mayor

Street Department Employees Association

By 

SCHEDULE "A"

STREET DEPARTMENT JOB CLASSIFICATION

SEMI-SKILLED LABORER: Capable of performing the normal duties of any laborer with proper instructions; work with men assisting in the normal work connected with the Street Department; willing to learn to advance to higher classification; and some equipment operation with proper instruction and supervision.

SKILLED LABORER; Same as Semi Skilled Laborer, but more proficient, able to do the normal work of the Street Department with a minimum of instruction; ability to see and do various maintenance needs without being told; willing to work with other employees without unnecessary friction; and some equipment operation without supervision.

EQUIPMENT OPERATOR: Ability to operate all road and sewage machinery and equipment satisfactorily without supervision, including but not limited to, Loader, Ditchers, Roller, Sweeper, Tractor, Snowplow or Mower, Pick-up and Heavy Truck. Also willing to work at normal Street Department work. when no work is available on equipment.

SKILLED GRADER OPERATOR: Any equipment operator qualified to do fine grading may be assigned by the Superintendent of Public Works for a definite time and a qualified employee who does so operate the Power Grader shall be paid the higher rate per hour for the actual, hours he operates the Power Grader, without any change in his job classification or other responsibilities as an Equipment Operator.

Each Equipment Operator must be able to maintain his own equipment. Each Equipment Operator must have all necessary licenses. Each Equipment Operator must do each particular job that he is directed to do by the Superintendent or the person designated to have his responsibilities.

MECHANIC: Skilled work on journeyman level in the inspection, servicing, maintenance and repair of Village vehicle and mechanical equipment; ability to do welding, machine tool work and related work as applied to such equipment; capable of supervising work of others assigned to help in shop; work at general Street Department work when assigned.

WORKING FOREMAN: Under the supervision of the Superintendent of Public Works, works and directs subordinates in the construction, repair, and maintenance of streets, drains, parks, parking lots, and culvert. Works and directs the removal of ice, snow and mowing of grass and trimming and removal of trees. The Working Foreman can be assigned by the Superintendent or the Mayor to a different position (Mechanic, Equipment Operator, etc.) On a permanent or temporary basis. The Working Foreman cannot hire, fire, or reprimand any subordinate. The Working Foreman shall report to the

Superintendent of Public Works, or to the Mayor in the absence of the Superintendent.
 The Working Foreman shall take over the duties during the absence of the Superintendent.
 The Working Foreman shall receive an extra \$1.00 per hour for his position.

SCHEDULE B
 SCHEDULE OF SALARIES
 STREET DEPARTMENT

BUDGET YEAR	FOREMAN MECHANIC	EQUIPMENT OPERATOR	EQUIPMENT OPERATOR	EQUIPMENT OPERATOR
2005/06	\$42,733	\$36,608	\$35,360	\$35,360
2006/07	\$44,221	\$37,669	\$36,421	\$36,421
2007/08	\$45,510	\$38,771	\$37,523	\$37,523

SCHEDULE "C"

STREET DEPARTMENT HOLIDAYS

Martin Luther King Day	New Year's Day
Independence Day	Good Friday
Labor Day	Memorial Day
Veterans Day	Presidents Day
Thanksgiving Day	Day After Thanksgiving
Day Before Christmas	Christmas Day
One Floating Holiday	Columbus Day

Note: A holiday that falls on a Saturday or Sunday shall be observed on the preceding Friday or the following Monday, respectively. Except, however, if Christmas shall be on a Saturday or Sunday, the day before Christmas shall be observed on the preceding Thursday, and Christmas on the preceding Friday, and if Christmas shall fall on Monday, the day before Christmas shall be observed on the preceding Friday.

To receive a holiday hereunder for his/her birthday and/or floating holiday, each employee must notify the Superintendent of Public Works or other person in charge of the department of the date of such birthday, not less than fourteen (14) nor more than twenty one (21) days prior to such date.

Each employee must work his scheduled hours of work next preceding and next following a holiday to be paid for such holiday.

An employee shall be paid for a scheduled holiday if he is absent on vacation. such holiday pay shall be in addition to any vacation pay for that day.