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Union: **Village of Whitehall Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

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AGREEMENT

Received

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Teamsters Local 294

by and between

TEAMSTERS LOCAL 294

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AFL-CIO

and

VILLAGE OF WHITEHALL

Department of Public Works

JUNE 1, 2014 – MAY 31, 2017

7

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PREAMBLE

This AGREEMENT is made this _____ Day of _____, between the Village of Whitehall and the Teamsters Local 294, affiliated with the International Brotherhood of Teamsters.

WHEREAS, the Village of Whitehall endorses the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with employees covered by this collective bargaining agreement insofar as such practices and procedures do not interfere with the Village's right and obligation to operate effectively and efficiently in order to best serve the Village and its residents, and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth and herein their entire agreement covering rates of pay, wages, hours, of employment and all other conditions of employment; and to provide the procedures for the prompt and peaceful settlement of grievances respecting the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

This agreement will be in effect for a three (3) year period, commencing June 1, 2014 through May 31, 2017.

ARTICLE I – RECOGNITION

Section 1. Recognition

The TEAMSTERS LOCAL 294, I.B.T., located at 890 Third Street, Albany, New York is certified as the sole and exclusive representative for all employees defined in the collective bargaining unit for the purpose of the collective negotiations to determine compensation, benefits and other terms and conditions of employment and the administration of grievances for the term of this Agreement.

ARTICLE II – COLLECTIVE BARGAINING UNIT

Section 1. Collective Bargaining Unit

The collective bargaining unit shall be comprised of the following: All employees of the Department of Public Works with the job titles of MEO, Laborer, Water Treatment Operator and Wastewater Treatment Operator except the Superintendent of Public Works and all part time employees. It is understood the Superintendent of Public Works will not perform tasks that replace the use of a bargaining unit member's straight time hours or overtime hours. The Superintendent of Public Works will perform tasks as a supplement to the bargaining unit and not as a replacement to the bargaining unit.

ARTICLE III – DUES DEDUCTION

Section 1. Dues Deduction

The Village agrees to deduct weekly from the wages of each employee in the bargaining unit, for which there is on file with the Village a voluntary effective check off authorizing the deduction of regular membership dues and any other authorized deductions of the TEAMSTERS LOCAL 294, I.B.T., and to remit such monies to TEAMSTERS LOCAL 294, I.B.T., located at 890 Third Street, Albany, New York 12207. If an employee's pay does not exceed the dues deduction, the Village shall not be responsible for the dues collection for that period. The Union will provide the Village with thirty (30) days notice of any change in the amount of dues to be deducted.

Section 2. Hold Harmless

The union agrees that the Village shall not be liable to any employee of the Village for any deduction made pursuant to law, and agrees to save and hold the Village harmless against any claim whatsoever, including legal costs, arising out of the deduction of membership dues or any other authorized deduction, to the Union.

Section 3. Employee List

The Employer shall make available, upon request, a list of all employees in the bargaining unit showing the employee's full name, job title, and first date of employment.

ARTICLE IV – RECIPROCAL RIGHTS

Section 1. Union Recognition

The Employer recognizes the right of employees to designate representatives of TEAMSTERS LOCAL 294, I.B.T. to appeal on their behalf and to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of the Agreement. One Union Representative, as designated by the Union, shall have access to the premises of the Village during an emergency situation in order to help resolve a serious dispute or problem. In order to receive access, the representative must provide notice to the appropriate Village representative and make arrangements not to disrupt the work of employees on duty. The representative may visit with employees during non-working periods, if such a visit does not disturb the work of any employees who may otherwise be working.

Section 2. Union Notices

The TEAMSTERS LOCAL 294, I.B.T. shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, excluding the Village Municipal Center.

Section 3. Membership Access

The officers and agents of TEAMSTERS LOCAL 294, I.B.T. shall have the right to visit the Employer's facilities for the purpose of conferring with the employees during non-working hours.

ARTICLE V – COMPENSATION

Section 1. Compensation

All employees covered by this Agreement shall be compensated in accordance with the following rates:

1. All new hire employees hired after June 1, 2014 shall be hired at a rate of \$12.51 per hour for regular time hours. Incremental increase will be as follows:
2. If employee has a CDL license or when one is obtained, an additional \$0.50 per hour will be added to hourly wage for a total of \$13.01 per hour for regular time hours.
3. If employee does not have a CDL license, one must be obtained within the first six (6) months of employment. Additional time may be granted for special circumstances with the approval of the Village Board of Trustees.
4. After one (1) year on the job and when the employee proves efficiency as an equipment operator, the employee will then receive prescribed increase for the current year as listed and all other increases from that point going forward as delineated in Article V, Section 2.

Section 2. Salary Increases

All employees covered by this Agreement with the exception of new hires, shall receive salary increases as follows:

June 1, 2014 – May 31, 2015	\$1.00
June 1, 2015 – May 31, 2016	\$0.75
June 1, 2016 – May 31, 2017	\$0.50

New hires shall be receive salary increases as delineated in Article V, Section 1.

Section 2. Longevity

All full time employees will receive longevity pay based on the following:

Length of Service:

5, 6, 7, 8, 9 years	\$ 250.00 per yr.
10, 11, 12, 13, 14 years	\$ 400.00 per yr.
15, 16, 17, 18, 19 years	\$ 750.00 per yr.
20 or more years	\$ 1000.00 per yr.

ARTICLE VI – WORKDAY AND WORKWEEK

Section 1. Workweek

The regular workweek shall consist of forty (40) hours. The regular workweek shall be Monday – Friday, 7:00am – 3:30pm with the exception of May, June, July and August, during this period the work hours will be 6:30am – 3:00pm.

Section 2. Workday

The regular workday shall consist of eight (8) hours, with one-half ($\frac{1}{2}$) hour lunch and with two (2) fifteen (15) minute coffee breaks, one in the morning and one in the afternoon at the Superintendent of Public Works or his designee's discretion and in accordance with applicable law. There shall be a mandatory daily lunch break for thirty (30) minutes as well as two (2) fifteen-minute coffee breaks, one which will take place in the am and one that will take place in the pm. The Superintendent of Public Works or his designee will set the time for lunch break and coffee breaks for all employees. It is understood that lunch breaks will take place approximately 3 $\frac{1}{2}$ hours after the commencement of work.

Section 3. Weekly Work Schedule

Should it be necessary, in the interest of efficient operations, to establish daily or weekly work schedules departing from the normal workweek, the Village will give (5) days notice of such change to the Union or as far in advance as is reasonably practical and will, where possible, grant the Union opportunity for input on request. Work schedules shall not be changed solely for the purposes of avoiding payment of overtime.

ARTICLE VII – OVERTIME

Section 1. Overtime

When an employee works in excess of forty (40) hours in one work week, he shall be entitled to compensation at the rate of time and one-half ($1\frac{1}{2}$) his hourly rate of pay. Approved paid leave for vacation or holiday time will be considered as time worked in computing overtime compensation. Sick time will not be considered as time worked. Sick days converted to personal days will not be sick time under this section.

Section 2. Call In

Employees called in to work outside of their regular work shift shall be entitled to a minimum of two (2) hours compensation at the rate of time and one-half ($1\frac{1}{2}$). When an employee is called in to work overtime, such employee's time shall begin when he arrives at the place of work. After four (4) hours of continuous overtime the employee shall be allotted one half ($\frac{1}{2}$) hour of break. In order to facilitate such breaks, the Village may utilize the local police to perform flagging and traffic control. Water Treatment Operators and Waste Water Treatment Plant Operators are limited to three (3) hours daily overtime on weekends unless approved by the Superintendent of Public Works or his designee.

Section 3. Assignment of Overtime

Overtime shall be assigned for qualified employees based on seniority, qualification, and the ability of the employee to perform the work on a non-rotation basis, based upon availability. In the event that no employees voluntarily accept overtime, mandatory overtime will be assigned on a reverse-seniority basis, upon availability of employees.

ARTICLE VIII – HOLIDAYS

Section 1. Holidays

All employees shall be entitled to thirteen (13) paid holidays and employees must work the day before and the day after a holiday to receive pay for the holiday, unless scheduled for a regular day off or illness. The thirteen holidays are as follows:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans Day
Good Friday	Thanksgiving Day and the day after
Memorial Day	Christmas Day
July 4 th	One (1) floating holiday

Section 2. Holidays

Employees required to work Thanksgiving Day, Christmas Day and New Year's Day will receive Double Time Pay.

Floating Holiday – A Floating Holiday must be scheduled Seven (7) calendar days in advance, and are granted by seniority. All full-time employees may accumulate a maximum of ten (10) floating holidays. It is mutually understood that the Superintendent of Public Works or his designee shall authorize use of a floating holiday, and may limit authorization to one (1) employee per floating holiday.

Christmas Party – The Village will pay \$300.00 per year towards the cost of the employees annual Christmas Party. The money must be spent each year before December 24th or the monies shall be reverted back to the Village.

ARTICLE IX – SICK DAYS

Section 1. Accumulation of Sick Days

Full-time employees are allowed one (1) sick day per month or twelve (12) days per year, credited at the completion of the month.

Section 2. Personal Days

All regular full time employees will be granted four (4) personal days per year. It is mutually understood that the Superintendent of Public Works or his designee shall authorize use of a personal day and may limit authorization to one (1) employee per day.

Section 3. Maximum Sick Day Accumulation

The greatest number of sick days allowed to accumulate is two hundred (200). Upon retirement, a maximum of one hundred (100) days can be converted to service time or paid in full. Any days over one hundred (100), up to a maximum of one hundred (100) days, will be paid at \$25.00/day. This time is paid only upon retirement. A minimum of six (6) months prior **written notice** must be given for retirement purposes or payment for accumulated sick time may be delayed over the course of one or more fiscal years.

Section 4. Sick Day Notification

To call in sick employees must telephone the Village office at (518) 499-0871 at least one (1) hour prior to the commencement of the work day and leave a message on the Village Office's answering machine. Employee should also advise as to the anticipated amount of sick time to be used. The working supervisor will in turn notify the Village Clerk's Office of the use of sick time.

Section 5. Certificate Requirements

A Doctor's certificate is required for more than three (3) sick days used consecutively. Employees will not receive sick pay from the Village if it is determined that the employee is receiving pay from another employer. Employees cannot use sick days in conjunction with vacation days or holidays unless accompanied by a doctor's note.

ARTICLE X – ATTENDANCE AND TIME ABUSE

Section 1. Regular Attendance

Full-time employees are expected to attend work on a regular basis and shall be excused only for valid illness or injury, approved vacation or personal time. Full-time employees who use sick day accruals shall be charged one (1) sick day occasion for each day that any sick accruals are utilized. In the event an employee uses sick accruals for more than one consecutive day, each day will be considered one (1) sick day occasion, unless the employee presents a doctor's certification to his or her department head within ten (10) days of the employee's use of the sick time in question. In such case, where an employee

presents a doctor's certification, all consecutive sick days shall be considered only one (1) sick occasion. Such doctor's certification shall include the nature of the illness or injury, as well as, the approximate date the employee will return to work.

Section 2. Excessive Tardiness or Absence

Employees unable to report for work promptly must notify their department head. Excessive tardiness or absence may result in disciplinary action, including dismissal. The factors used to judge excessive absence or tardiness shall include the frequency of occurrence, aggregate time lost and the pattern of lateness or absenteeism.

Section 3. Time Abuse

In the event a full-time employee has:

1. nine (9) sick day occasions in a twelve (12) month period or,
2. the sick accruals reach zero (0),

The department head of any such full-time employee shall notify the Village Board at the next regularly scheduled meeting of said employee's occurrence. Upon a department head's report to the Village Board of an employee's nine (9) sick day occasions in a twelve (12) month period or that his or her sick accruals have reached zero (0), unless such sick day accruals reaches zero (0) by virtue of consecutive sick day's and a doctor's certificate is provided. In placing an employee on time abuse, the Village Board of Trustees shall consider the employee's time and attendance record, employment history with the Village and any other circumstances surrounding the employee's use of their sick day accruals. After consideration of such factors the Village Board of Trustees may:

1. Take no action;
2. Verbally warn employee of their excessive use of sick day accruals;
3. Place the employee on time abuse.

When an employee reaches seven (7) sick occasions within a twelve (12) month period, he or she will be verbally counseled regarding the excessive use of their sick time by the Commissioner for their department or the Superintendent of Public Works or his designee.

When an employee reaches eight (8) sick occasions within a twelve (12) month period, he or she will be given a written counseling letter concerning their excessive use of sick time. The written counseling will be placed in the employee's personal file.

Section 4. Time Abuse Requirements

In the event a full-time employee is placed upon time abuse, he or she shall be given a written counseling letter and such counseling letter will be placed in their personal file. When placed on time abuse, a full-time employee must:

1. Provide a doctor's certification of the illness to their department head within ten (10) days from the use of any sick day accruals that he or she is providing the doctor's certification for;
2. Be subject to further disciplinary action by the Village Board of Trustees for continued use of sick accruals regardless of whether a doctor's certification is provided.

Section 5. Time Abuse Penalties

In the event a full-time employee who has been placed on time abuse does not provide a doctor's certification of the illness to their department head within ten (10) days from the use of any sick day accruals or such employee continues to use sick accruals, regardless of whether a doctor's certification is provided, the Village Board of Trustees may take the following action:

1. Take no action;
2. Fine the employee monies, not to exceed the sum of \$ 100.00
3. Fine the employee vacation accruals;
4. Suspend the employee with or without pay;
5. Terminate the employee.

Section 6. Removable from Time Abuse

An employee who has been placed on time abuse may be removed from time abuse by:

1. Appearing before the Village Board of Trustees and requesting to be removed from time abuse, or;
2. Making a written request to the Village Board of Trustees to be removed from time abuse when they have gone six (6) consecutive months without the use of any sick accruals or accrued nine (9) additional sick day accruals from the date the employee was placed on time abuse. Under this circumstance an employee will be removed from time abuse.

Upon a request of a full-time employee to be removed from time abuse, the Village Board of Trustees shall determine if removal is warranted or if the continued placement on time abuse is necessary. In making such determination, the Village Board of Trustees shall consider the employee's time and attendance since placement on time abuse, employment history with the Village and any other circumstances surrounding the employee's placement on time abuse.

Section 7. Pre-Approved Sick Time

An employee who has scheduled a doctor's appointment or a medical procedure may obtain pre-approval of his or her sick day use for such matters by submitting a written request and documentation of the doctor's appointment or medical procedure to the Commissioner or the Superintendent of Public

Works or his designee within five (5) working days of such request. In the event said sick time is pre-approved by the Village, the use of such pre-approved sick time will not be considered a sick occasion.

Section 8. Time and Attendance Incentive

In the event an employee uses no sick time from June 1 to May 31 of any year of this contract said employee will receive a \$ 500.00 Attendance Incentive. For each sick day or part thereof used by an employee from June 1 to May 1 of any year of this contract the Attendance Incentive will be reduced by \$ 100.00.

No sick days	\$ 500.00
1 sick day or part thereof	\$ 400.00
2 sick days or part thereof	\$ 300.00
3 sick days or part thereof	\$ 200.00
4 sick days or part thereof	\$ 100.00
5 or more sick days or part thereof	\$ 000.00

ARTICLE XI - VACATION

Section 1. Vacation Accruals

All employees shall be entitled to vacation as follows:

<u>Years of Service</u>	<u>Vacation Credit</u>
1 year completed employment	1 week (5 days)
2-5 years completed employment	2 weeks (10 days)
6-1215 years completed employment	3 weeks (15 days)
13-16 years completed employment	4 weeks (20 days)

For each additional completed year of employment after 16 years, one additional vacation day will be granted.

One (1) additional week off from work per year without pay may be granted with approval of the Village Board of Trustees.

Union employees have the option to sell back the Village up to two (2) weeks vacation time per year.

Section 2. Vacation Bidding

Each employee shall submit their written vacation requests to their Commissioner by April 1st of each year. The Commissioner shall assign vacation periods by seniority by the next regularly scheduled meeting of the Village board after April 1st. All other vacation periods may be requested if made in writing to the Commissioner at least one (1) week prior to the requested period and no more than four (4) weeks prior to the vacation period. If the requested vacation period is open, it will be given upon a first request basis. No more than three (3) members of the Public Works Department (consists of water, sewer and highway departments) will be on vacation simultaneously during the months of October through December, provided the work force is not effected. Seniority will have preference in the determination. No more than one (1) member of the Public Works Department will be on vacation simultaneously during the months of June through September. The Village Board may authorize additional members of the Public Works Department to be on vacation simultaneously by the employee making a written request to the village Board. Said additional vacation is the sole discretion of the Village Board.

Section 3. Computation of Vacation Time

Vacation will be computed from each full-time employee's anniversary date (date of hire). Vacation time must be used before the next anniversary date. However, up to two (2) weeks (ten days) of vacation time will be paid to the employee in lieu of time off upon the employee's written request to the Village Board at least two (2) weeks before the employee's anniversary date. Otherwise vacation time must be used as there will be no other vacation pay in lieu of vacation time. In the event that it is the action of the Village Board which prevents an employee from using his or her earned vacation time, said vacation time will be carried to the following anniversary date of the employee. Vacation cannot be taken until earned. There will be no advance of time made. Employees will be paid for earned but unused vacation time upon leaving Village employment.

Section 4. Use of Vacation Time

The use of vacation time may be suspended by the Village Board of Trustees if they deem said action necessary for the public good.

ARTICLE XII – BEREAVEMENT AND OTHER LEAVE

Section 1. Bereavement Leave

All full-time employees are entitled to five (5) consecutive days absence with pay, due to a death in the employee's immediate family or members of the household:

1. Immediate family means spouse, children, parents, brothers, sisters, father/mother-in law, grandchildren;
2. Members of household means individuals who normally reside with the employee.

Three (3) consecutive days of absence with pay will be granted to full-time employees for the death of grandparents.

Two (2) consecutive days absence with pay will be granted to full-time employees for the death of brothers/sisters-in-law, aunts, uncles

In the event that the interment of the family member or member of a household of an employee who is entitled to bereavement leave will occur at a time later than the funeral, the employee will have the option to use up to two (2) of his or her consecutive bereavement days absence with pay at the time of interment. The employee must notify the Village Clerk that he or she will use the remainder of their bereavement leave for interment within ten (10) days of their return from bereavement leave. The employee must notify the Village Clerk as to which dates they will be using their bereavement leave for interment as soon as possible after such date of interment has been set.

Section 2. Jury Duty Leave

If an employee is notified they have been selected for jury duty or to attend Court for other than personal matters the employee should notify their department head as soon as possible. The employee must report to work when dismissed from jury or court duty if scheduled to be at work that day or if dismissed before employee's regularly scheduled work day has ended. Employees must obtain a form from the Commission of Jurors for all periods of absence and present such from to their department head within ten (10) days of their absence from work for Jury Duty. Employees who provide such documentation in the time provided herein will receive regular pay without charge to any leave time for Jury Duty.

ARTICLE XIII – PENSION AND INSURANCE

Section 1. Retirement

All eligible employees shall be enrolled in the New York State Employees Retirement System, as provided.

Section 2. Health Insurance

New York Teamsters Health and Hospital Fund Insurance are all available to full-time employees. All Union employees will subscribe to the Classic Health Plan as offered by the Teamsters. No Union employee will be allowed to return to the former Select Health Plan or any plan of greater cost to the Village than the Teamsters Classic Plan unless the employee agrees to incur all additional cost themselves. Information can be obtained at the Village Office.

1. Health insurance benefits are available to retired Village employees who were employed a minimum of fifteen (15) years. These benefits will be supplied through the Village's Insurance Carrier, not the Teamsters Plan. Employee and employer share equally in the costs of these programs.

2. Eligible survivors of deceased employees who worked a minimum of ten (10) years are also eligible for coverage. Again, the survivor and employer share equally in this cost.
3. Employees hired prior to August 25, 2004 shall have 100% of the cost of all health insurance paid for by the Village of Whitehall. Employees hired between August 25, 2004 and March 1, 2011 will contribute 5% of the cost of their health insurance coverage up to a maximum of \$35.00 per month. Employees hired between March 1, 2011 and June 1, 2014 will be required to contribute 25 % of the cost of their health coverage for two person and family plans and 15% for a single plan. Employees hired after June 1, 2014 will be required to contribute 25% of the cost of their health insurance for single, two person and family plans.
4. If an employee is covered by his/her spouse's health insurance plan and elects not to have New York Teamsters Health and Hospital Fund Insurance coverage provided by the Village, said employee shall receive an annual stipend of \$2,000. This shall be payable \$1,000.00 on June 1st and \$1,000.00 on January 1st. Should the employee's other coverage cease and should the employee wish to pick up coverage through the Village, the employee will be required to contribute the current rate required of new employees.

Section. 3. Disability Insurance

The Employer shall provide coverage of disability insurance for off-the-job injury at no cost to the employees.

ARTICLE XIV – GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

Employee grievance shall be processed in accordance with Schedule "A".

ARTICLE XV – VACANCIES AND PROMOTIONS/GENERAL CONDITIONS OF EMPLOYMENT

Section 1. Vacancy Posting

All vacancies shall be posted for at least fifteen (15) calendar days prior to filling of the vacancy. Where qualifications are equal among two or more candidates for the vacancy, selection shall be made on the basis of seniority.

Section 2. Equal Opportunity Employer

The Village of Whitehall will not discriminate against any individual, employee or applicant for employment because of race, color, religion, age, sex, national origin or handicap.

Section 3. Sexual Harassment

The policy of the Village of Whitehall is to investigate all Sexual Harassment complaints. If an investigation confirms that harassment has occurred, the Village of Whitehall will take corrective action, including any discipline that is appropriate up to and including immediate termination of employment.

Section 4. Hiring Standards

All employees hired after the date of this agreement must possess at a minimum, either a high school diploma or GED equivalent. The only exception to the rule will be anyone hired for the position of Laborer.

Section 5. CDL License requirement

All Department of Public Works (DPW) employees hired after the date of this agreement must obtain the appropriate CDL License within six (6) Months of the commencement of their employment with the Village. The Village will reimburse the employee Twenty Five (25%) percent of the cost of CDL License renewal upon submission of proof of renewal to the Village Clerk.

Section 6. Probationary Period:

All newly hired employees will be subject to a probationary period of one (1) year from the commencement of their employment as a full time employee with the Village of Whitehall.

Section 7. Loss of Seniority

An employee will lose his or her seniority upon lawful discharge by the Village or resignation by the employee.

Section 8. Miscellaneous

The Superintendent of Public Works will oversee all projects requiring licensure.

ARTICLE XVI – LAYOFFS

Section 1. Layoffs

In the event of a reduction of the work force, the employee with the least amount of service in the job title being reduced shall be laid off first. Employees shall be rehired in inverse order to layoff.

ARTICLE XVII – DISCIPLINARY ACTION

Section 1. Employer’s Right to Discipline

It is agreed that nothing herein shall in any way prohibit the Village from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause.

Section 2. Grievance Procedure

In the event an employee is to be disciplined or discharged, the Employer, the employee, and the Union shall proceed in accordance with the provisions of the grievance procedure.

ARTICLE XVIII – SAVINGS CLAUSE

Section 1. Saving Clause

If any Article or part thereof of this Agreement or addition thereto should be decided to be in violation of any Federal, State, or Local Law, or if adherence to or enforcement of any Article Agreement or any addition thereto shall not be affected.

ARTICLE XIX – BENEFITS GUARANTEED

Section 1. Guaranteed Benefits

With respect to matters not covered by this Agreement, the Village will not seek to diminish or impair, during the term of this agreement, any benefit or privilege provided by law, rule or regulation.

ARTICLE XX – UNIFORMS

Section 1. Uniforms

The Village will provide each employee of the Public Works Department up to (and not to exceed), with verification and submittal of receipt(s), \$400.00 per year toward the purchase of uniforms or work cloths and up to (and not to exceed), with verification and submittal of receipt(s), \$200.00 towards purchase of safety shoes per year. All uniforms shall be worn in a professional appearance and not altered from the way they were made and to be worn.

Section 2. Attire

Uniforms must be worn by an employee at all times during working and overtime hours. Employees' uniforms consist of shirt, pants, safety shoes and safety equipment as well as jackets in inclement weather. The employee uniforms shall comply with Village policy or law.

ARTICLE XXI – LEGISLATIVE ACTION

Section 1. Legislative Approval

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

Section 2. Change in Law

In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

ARTICLE XXII - PROHIBITION OF STRIKES

Section 1. Strike Prohibition

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the New York Civil Service Law.

ARTICLE XXIII - CONTRACT NEGOTIATIONS

Section 1. Commencement of Negotiations

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred and twenty (120) days prior to the budget submission date for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE XXIV - SAFETY

Section 1. Safety Officer

The position of safety officer shall be an annual appointment by the Village Board Trustees. Any full-time Village employee may apply for the position upon the annual posting of the job description. This position shall entitle the employee to either five (5) additional personal days or five (5) additional days of paid vacation.

Section 2. Equipment Safety

The Employer shall not require any employee nor shall any employee take out on the streets or highways any vehicle that is not in a safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

Section 3. Reimbursement of Fines

Employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. This does not include an employee's personal vehicle, even if such personal vehicle is being used in the course of Village employment. Each employee is required to inspect his/her vehicle prior to its being operated in

accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeurs Manual.

Section 4. Drug Free Work Place

The Village of Whitehall will provide a drug-free workplace for its employees. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and appropriate action will be taken against employees for the violation of such prohibition. The Village will inform employees about: the dangers of drug abuse in the workplace; the Village's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation and employee assistance program; the penalties that may be imposed upon employees for drug abuse violations which occur in the workplace. Employees will abide by the terms of the policy statement and must notify the Village in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction. Within thirty calendar days of receiving such notice, the Village will take appropriate action against said employee, up to and including termination or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or Local Health, Law Enforcement or other appropriate agency.

Section 5. Random Drug & Alcohol Testing

In addition, anonymous, unannounced and random drug & alcohol tests will be required for all CDL employees. CDL operators who test positive will be prohibited from performing safety sensitive functions involved with the operation of commercial vehicles.

All other employees are also subject to random testing for drugs and alcohol. If you are taking a prescribed controlled drug or alcohol-based drug, which includes over-the-counter drugs, notify your supervisor immediately. He/she will determine your status for operation of a commercial vehicle or work with equipment.

Section 6. Mandatory Testing

Any employee involved in a motor vehicle accident while working will automatically be tested for drugs and alcohol at a contracted collection site.

Section 7. Work Place Hazards

The parties agree that the Village of Whitehall is required to furnish its employees a work place free of recognized hazards which may be harmful to those employees. Maintaining a safe work place is a joint responsibility of the Village and its employees. When an unsafe condition or procedure is found, all employees are to tell their department head before a fellow worker is injured. The Employer shall insure each work place has a Material Safety Data Sheet book which contains information on all known hazardous materials within the work place. The employees shall be responsible to look up the materials that they use and follow the recommendations for safe usage. The employer will provide protective

equipment for tasks which require the use of personal protective equipment. All employees will follow all laws regarding safety procedures and use of the protection equipment.

Section 8. Defensive Driving Training

All employees who drive for the Employer shall receive the Defensive Driving Training every three years. The Village shall pay the cost of the Defensive Driver Training.

Section 9. Accident Reporting

Any employee who becomes involved in an accident while operating a Village vehicle must make an immediate report to the appropriate Police Agency and report said accident immediately to their department head. All Village employees involved in any motor vehicle accident, regardless of how minor, must submit to a drug test through the Employee Assistance Program of which the Village is a member. Failure to report an accident will result in disciplinary action by the Village Board.

Section 10. Injury on Job

Any employee injured on the job shall notify their department head immediately and seek medical treatment. If the work related injury results in the employee having a loss of time from work, Compensation forms will be required and the employee will cooperate fully with the investigation of their injury.

Section 11. Smoking Prohibition

Smoking inside buildings is prohibited except in specific areas. Smoking inside Village vehicles is prohibited. All other tobacco products will be treated in a like manner.

Section 12. Physicals

Upon request of the Village Board, an employee may be required to undergo a physical examination by a medical doctor named by the Village to determine the fitness of the employee for continued employment with the Village. The cost of such physical examination will be paid by the Village.

Section 13. Re-certification

All employees who are Water and Waste Water Treatment Operators must be certified as required by the State of New York. The Village will pay for all reasonable costs associated with the re-certification of employees who are required to be certified by New York State to perform their duties in the Village Water and Waste Water Treatment Plants. Such re-certification and cost must be approved by the Village Board prior to the enrollment in or payment for such re-certification process.

ARTICLE XXV - FIRE FIGHTERS AND EMTS

Section 1. Structure Fires

The employees who are Fire Fighters shall be released from work for reported structure fires.

Section 2. Grass and Bush Fires

When a second call is out for a grass or brush fires, the Fire Fighters shall be released from work.

Section 3. Return to Work

The employees shall return to work immediately upon release from such calls. Within seven (7) days after release to attend a fire, the employee will provide the Village Clerk with documentation from his or her fire company of his or her attendance at such fires. Such documentation must state the employee's approximate release time and date from such fire duty.

ARTICLE XXVI - VILLAGE VEHICLES AND EQUIPMENT

Section 1. Village Equipment

No one, including employees and Village residents, shall borrow any Village equipment, vehicles, or tools with the sole exception of the "snake", which must be signed out by the Village resident who borrows it in the log book provided.

Section 2. Village Vehicles

No one other than a duly trained and licensed Village employee shall drive or ride in a Village vehicle.

Section 3. Private Vehicles

The use of private vehicles on Village time is not allowed with the exception of an employee who is attending a Village-approved class or meeting outside of Village. The Village will reimburse the employee at the rate of Thirty-Five (0.35¢) Cents per mile for the use of their private vehicle for such class or meeting. In the event the employee wishes to use a Village vehicle to attend such class or meeting they must make their request for a Village vehicle to the Superintendent of Public Works or his designee as far in advance as possible to insure the availability of a Village vehicle.

SCHEDULE "A"

GRIEVANCE AND ARBITRATION PROCEDURE

An employee of the Village of Whitehall Department of Public Works who has a grievance shall proceed using the following procedure.

STEP 1.

INFORMAL STAGE

Employees having a grievance and said employee's job steward shall orally present such grievance to the Village Department Commissioner for their respective Department. Said Commissioner shall verbally render his or her determination to the aggrieved employee and steward within a period of three (3) working days.

STEP 2.

1. Within ten (10) days after the oral determination or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Village of Whitehall Board of Trustees. Such appeal must be in writing, and a hearing on said appeal shall be held by the Village Board at their next regular scheduled board meeting or within fifteen (15) days of the receipt of said grievance.
2. Within five (5) working days the Village Board of Trustees shall notify the grievant, the steward and the business agent of their decision.

STEP 3.

If the Union objects to the decision rendered by the Village of Whitehall's Board of Trustees, they may within five (5) days from the receipt of such decision, submit the grievance or grievances at issue to the Public Employment Relations Board pursuant to said agency's rules and regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding on the Employer and the Union.

1. The arbitration procedure shall be as follows:
 - a. The arbitrator shall act in quasi-judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make recommendations with respect to the specific issues submitted and shall have no authority to make a recommendation on any other issue not submitted. The arbitrator shall not have any authority to make a recommendation contrary to or inconsistent with or modifying or varying in any way the recommendation contrary to or inconsistent with or modifying or varying in any way the application of the laws and rules and regulations having the force and effect of law or any Village ordinance or local law. The recommendation of the arbitrator shall be based

solely upon the interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance. No recommendation shall contradict the express terms of this agreement.

- b. If a grievance is not presented within the time limits set forth above, it shall be considered waived, there being no further right of appeal. If a grievance is not appealed to the next step within the appropriate time limits, it shall be considered settled on the basis of the Employer's last answer. If the Employer or any of its representatives does not answer a grievance within the time limits provided, the grievance may be appealed to the next step in the grievance procedure. Subject to operating needs, an on-duty employee shall not lose pay for the time spent in grievance review meeting with management held to pursuant to this article. If the grievant cannot be released from duty to attend a grievance meeting, the grievance meeting will be rescheduled for a later date. Such rescheduling will not violate the timeliness requirements of this article.
- c. The fee and expense of the arbitrator shall be divided equally between the Employer and the Union. Each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall have the power to require the presence of witnesses or documents, consistent with the law. The arbitrator shall have no authority to make recommendation retroactive beyond the date of the initiation of the grievance in Step 1.
- d. It is not intended that a transcript be made of arbitration proceedings. However, either party may request such a transcript and provide the other party and the arbitrator with a copy in a timely manner.

2. Matters relevant to grievance procedures


- a. The time limits in the grievance procedure may be extended by mutual written agreement.
- b. Any step of the grievance procedure may be bypassed by mutual written agreement.
- c. Days as referred to in this Article shall mean calendar day

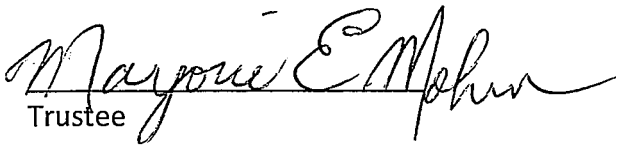
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals to this Agreement.

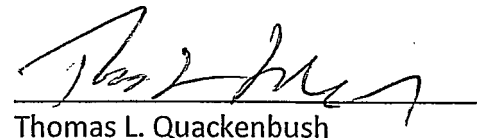
FOR THE VILLAGE:

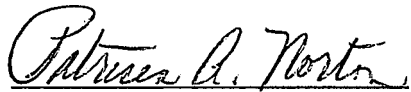
FOR THE UNION:

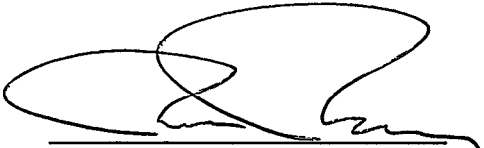

~~Peter Telisky~~ Kenneth Bartholomew
Mayor, Village of Whitehall



John Bulgaro
President, Teamsters Local 294


Trustee


Thomas L. Quackenbush
Secretary/Treasurer, Teamsters Local 294


Trustee


Trustee


Trustee

Dated: