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**Contract Database Metadata Elements**

Title: **Dolgeville, Village of and Dolgeville Village Employee Unit, United Public Service Employees Union (UPSEU) (2009)**

Employer Name: **Dolgeville, Village of**

Union: **Dolgeville Village Employee Unit, United Public Service Employees Union (UPSEU)**

Local: **N/A**

Effective Date: **06/01/09**

Expiration Date: **05/31/12**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

VILLAGE OF DOLGEVILLE

and

UPSEU

UNITED PUBLIC SERVICE EMPLOYEES UNION
June 1, 2009 - May 31, 2012
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<td>WORK DAY, WORK WEEK, OVERTIME</td>
<td>5</td>
</tr>
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<td>SHIFT CHANGE</td>
<td>6</td>
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<td>14</td>
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ARTICLE 1
EXEMPT POSITIONS

Management and/or Confidential employees, as per Certification of Public Employment Relations Board or agreement between the parties are exempt.

ARTICLE 2
UNION RECOGNITION

The Village of Dolgeville, herein called Village or VOD, has recognized, by voluntary resolution, the United Public Service Employees Union, herein called Union or UPSEU, as the sole and exclusive bargaining agent for all employees in the bargaining unit which includes all full-time and part-time employees who work a minimum of twenty (20) hours per week.

ARTICLE 3
TERM OF AGREEMENT

The terms and the conditions of this Agreement shall take effect for a period of three (3) years, from June 1, 2009 to May 31, 2012, and remain in force until the negotiation and signing of a new contract.

RETROACTIVITY

The within Agreement shall be retroactive from June 1, 2009 to the date of the execution of this Agreement. The appropriate salary adjustments, if not already made, shall be made as soon as practicable after the execution of this Agreement.

ARTICLE 4
WAGE AND SALARY SCHEDULE

<table>
<thead>
<tr>
<th>POSITIONS</th>
<th>PRESENT WAGE</th>
<th>2% 06-09</th>
<th>2% 06-10</th>
<th>2% 06-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$13.03</td>
<td>13.29</td>
<td>13.56</td>
<td>13.83</td>
</tr>
<tr>
<td>Assistant MEO</td>
<td>$14.05</td>
<td>14.33</td>
<td>14.62</td>
<td>14.91</td>
</tr>
<tr>
<td>MEO</td>
<td>$14.66</td>
<td>14.95</td>
<td>15.25</td>
<td>15.56</td>
</tr>
<tr>
<td>Mechanic/MEO</td>
<td>$15.03</td>
<td>15.33</td>
<td>15.64</td>
<td>15.95</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>$15.39</td>
<td>15.70</td>
<td>16.01</td>
<td>16.33</td>
</tr>
<tr>
<td>1st Assistant WWTP Operator</td>
<td>$16.13</td>
<td>16.45</td>
<td>16.78</td>
<td>17.12</td>
</tr>
</tbody>
</table>
The 1st Assistant WWTP Operator will receive an additional $ .50 per hour upon certification as a Grade 2A Wastewater Treatment Plant Operator (October 2009). An additional $.50 per hour upon certification as a Grade 3A Wastewater Treatment Plant Operator.

SALARY SCHEDULE

The position of Custodial/Dog Control Officer will be eliminated from the bargaining agreement with all duties presently the responsibility of the Custodian to be the responsibility of the Laborer position at the Laborer's wage rate.

In addition, the Village Board may appoint an employee to assume the duties of the Superintendent. In such event, the employee shall receive fifty percent (50%) of the difference between their wage and the Superintendent's. After five (5) working days the employee shall receive the full difference between their wage and the Superintendent's, and assume all the duties of the position. These increases shall be determined by dividing the Superintendent's salary by two thousand eighty (2,080) hours.

ARTICLE 5
CONDITIONS OF EMPLOYMENT

Employees hired after June 1, 2003 will be required to submit to drug and alcohol testing completed by a private testing program, at Village expense, prior to completion of appropriate probationary period.

All employees will be subject to mandatory alcohol and drug testing if involved in an accident while driving a Village vehicle. This will be done at Village expense by an outside testing agency.

The Union and the Village agree to enter into mutual meaningful discussions in an attempt to develop and institute a mandatory policy requiring all employees to receive a physical examination prior to the end of their probationary period and a mandatory policy requiring all employees to receive a physical examination once every other year of their employment. Any policy derived from these discussions will be mutually agreed upon by the Village and the Union. When an agreement is reached, it will become part of this Agreement.

PROBATIONARY EMPLOYMENT PERIOD

Upon hiring of a new employee, the VOD will use the position of wage and salary schedule for determining starting salary rates, for training purposes only. Employees can be utilized up to one position above their current salary position to assist the Supervisor in evaluating the employee for promotion, not to exceed six (6) months. Probationary period will be established by the VOD as per applicable Civil Service laws and regulations.
ARTICLE 6
PROMOTIONS

Upon promotion, an employee shall immediately receive the established hourly rate as per the within salary schedule. Such promoted employees shall be required to complete a satisfactory probationary period to be set by the VOD as recommended by Civil Service laws and regulations, such period may be shortened based upon satisfactory performance with the approval of the Board of Trustees and the appropriate Department Head. It is specifically understood and agreed that the above rights and understandings are in lieu of any other right arising out of the provisions of the Civil Service Law, and the exclusive remedy for any alleged violations thereof shall be the grievance procedure set forth herein.

ARTICLE 7
PAYROLL DEDUCTIONS

The Union shall have exclusive payroll deduction of membership dues, insurance premiums and other authorized deductions for employees and no other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period.

ARTICLE 8
PAY DAY

All employees under this Agreement shall be paid on a bi-weekly basis, unless agreed differently in writing by the employee. Agreements shall state duration and terms.

Paychecks will be picked up by or distributed to employees after 1:00 PM on the Thursday following the end of the pay period, exceptions being, when the Thursday falls on a Holiday. In this event, the Treasurer will make paychecks available prior to said Holiday.

ARTICLE 9
LONGEVITY INCREMENT

Longevity increments shall be computed from the original hiring date of all present and future employees with a break in service less than eighteen (18) months. Any employee with a break in service greater than eighteen (18) months will have longevity computed from the new date of hire after the break in service. Longevity payments will be payable in a lump sum on the last payroll before Christmas each year.

Those employees covered by this Agreement shall be entitled to a longevity payment for service with the Village as follows:
A. Upon completion of three (3) full years of continuous service, $150.00. For each continuous full year of service the examples of the longevity increments are as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th year</td>
<td>$175.00</td>
</tr>
<tr>
<td>5th year</td>
<td>$200.00</td>
</tr>
<tr>
<td>6th year</td>
<td>$225.00</td>
</tr>
<tr>
<td>7th year</td>
<td>$250.00</td>
</tr>
<tr>
<td>8th year</td>
<td>$275.00</td>
</tr>
<tr>
<td>9th year</td>
<td>$300.00</td>
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<tr>
<td>10th year</td>
<td>$350.00</td>
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<tr>
<td>11th year</td>
<td>$400.00</td>
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<tr>
<td>12th year</td>
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<tr>
<td>13th year</td>
<td>$500.00</td>
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<tr>
<td>14th year</td>
<td>$550.00</td>
</tr>
<tr>
<td>15th year</td>
<td>$600.00</td>
</tr>
<tr>
<td>20th year</td>
<td>$750.00</td>
</tr>
</tbody>
</table>

Longevity increments build to retirement or termination of employment.

ARTICLE 10
RETIREMENT

The Village shall maintain the existing non-contributory retirement plan for all employees covered by this Agreement. This plan is the New York State and Local Employees Retirement System.

Upon ratification of this Agreement the Village will contact the New York State Retirement System to determine what enrollment in the 41-J program would entail. Upon obtaining this information the Village will contact the Union and agree to enter into negotiations to discuss the 41-J program. No other conditions of this Agreement will be discussed except the implementation of the 41-J program.

ARTICLE 11
HEALTH INSURANCE

Section 1 The Village shall provide and maintain the entire cost of the Excellus Blue Cross Blue Shield, or greater, for Single, Subscriber/Spouse, or Family plans for all full-time employees.

Section 2 Full-time employees hired after June 1, 2000 will co-pay or contribute fifteen percent (15%) of the monthly health insurance premium, by payroll deduction, regardless what coverage the employee chooses.

Section 3 Any full-time employee receiving health insurance coverage, as
guaranteed under the bargaining agreement, may elect to utilize a Buy-Out Option on said coverage. The Buy-Out will be paid at the sum of four hundred sixteen dollars and sixty-seven cents ($416.67) payable at the last pay period of each month, totaling a maximum amount not to exceed five thousand dollars ($5,000.00) per anniversary year of the Buy-Out utilization.

Any eligible employee choosing the Buy-Out Option must notify, in writing, the Village Clerk's Office of their intent to do so, no later than thirty (30) working days prior to the first day of the target month for withdrawal from the health plan coverage.

The eligible employee must provide written proof of comparable health insurance coverage at the contributory status conditions, i.e.: full paid or contributory, that he/she held at the time of exercising the Buy-Out Option.

The return entry date and health plan coverage stipulations for the eligible employee wishing to be reinstated under the Village health plan coverage will be governed by the open enrollment period of the health plan provider, presently known as Excellus Blue Cross Blue Shield, or in the case of loss of alternative health plan coverage to the eligible employee, a return governed by applicable state and federal insurance rules and regulations as they apply to access to coverage at the first opportunity.

Section 4 The Village Board has the option to extend the health care benefit to any full-time employee of the Village who is a member of the UPSEU and a member of the US Military Reserve or National Guard unit that is activated to duty, for up to the period of active military duty. Furthermore, the Village Board has the option to extend the health care benefit to any UPSEU member who is absent from work for an extended period due to illness, disability, or job related injury.

Section 5 As part of a campaign to promote good physical and mental health among its employees the Village will offer family membership to the local YMCA, covering the employee, his/her spouse and immediate family, 18 years of age and younger, who reside with the employee as a dependent.

ARTICLE 12
WORK DAY, WORK WEEK, OVERTIME

A. The normal work week consists of forty (40) hours, with a half-hour (½) for lunch.

B. The DPW Department shall be granted a four (4) day, ten (10) hour per day work week, at the discretion of the DPW Superintendent during the months of April through October of each year.

C. Any work performed in excess of the normal work week shall be considered overtime. All overtime shall be paid at a rate of one and one-half (1½) times the
base rate of pay.

D. In computation of overtime, all paid leave days shall be considered as eight (8) hours worked.

E. Overtime work shall be made available to and distributed as equally as possible to all full-time employees of the Department.

F. In the event of an emergency, mandatory overtime may be declared in any Department by the Mayor or the Superintendent of his Department. The emergencies are to be declared, in writing, by the Mayor and/or Superintendent stating type of emergency, reason for emergency, personnel requirements. Copies of the emergency declaration shall be made available to the Union Shop Steward and the Village Board within seventy-two (72) hours following the declaration of emergency.

G. When an emergency declaration has been duly made, no employee shall refuse to work overtime as directed, except for sickness or disability of the employee.

**ARTICLE 13**

**SHIFT CHANGE**

Any change in the normal work week shift shall be posted one (1) week in advance by the appropriate Department Head. However, twenty-four (24) hours notice of a day-by-day shift change may be given by the Village for purposes of effecting snow removal (ex.: loading and trucking of snow after plowing).

**ARTICLE 14**

**VACATION**

1. Employees of the Village shall be entitled to vacation on the basis of service as follows:

   | After one (1) year | 2 weeks |
   | After five (5) years | 3 weeks |
   | After ten (10) years | 4 weeks |
   | After fifteen (15) years | 5 weeks |
   | After twenty (20) years | 6 weeks |

2. Employees entitled to vacation time in excess of two (2) weeks may, at their election, work such excess period and receive regular pay and vacation pay. All employees must, however, utilize their first two (2) weeks of vacation as time off.
ARTICLE 15
SICK LEAVE

A. Each employee shall earn seven (7) sick leave days per year, and at the end of each year, unused earned sick leave shall be doubled. Sick leave shall be allowed to accumulate to one hundred forty (140) days.

B. The appropriate Department Head must be notified as early as possible when an employee is taking sick leave.

C. Any employee taking three (3) or more consecutive days of sick leave may be required to present a Doctor’s certificate prior to the employee’s return to work.

D. The Village Board or appropriate Department Head may require a weekly report from an employee’s Doctor in cases of extended sick leave.

E. Each employee shall be entitled to use a maximum of four (4) sick leave days per year for instances of family illness. Family illness is herein defined as the parent, spouse, or child of the employee. Documentation of such family illness may be required upon the employee’s return to work.

F. Upon retirement, one-half (½) of any sick leave accumulated must be requested by the employee to be paid in one (1) lump sum before the retirement date or the employee may opt to have extended paid health insurance in lieu of a lump sum sick leave payment.

G. Fellow Village employees that are out of work on sick leave for an extended period of time, who have used all available sick time, personal time, and vacation time may accept a transfer of sick time from a fellow employee. The transferee must maintain a balance of six (6) sick leave days for the current fiscal year.

ARTICLE 16
PERSONAL LEAVE

Four (4) personal leave days per year shall be granted to all employees. The same shall be non-cumulative from year to year. In lieu of time off, any employee may elect to “cash in” any remaining personal leave days at the last period immediately prior to the Christmas holiday.

ARTICLE 17
HOLIDAYS

All employees covered by this Agreement shall receive eight (8) hours straight time for the following holidays not worked during the year unless said employees are working a four (4) day, ten (10) hour day, work week, which will entitle the employee to be paid ten
(10) hours straight time for holidays, excluding roving holidays, falling between April through October of each calendar year.

New Year's Day  Day before Thanksgiving Day
Martin Luther King Day  Thanksgiving Day
Good Friday  Christmas Eve
Memorial Day  Christmas Day
Independence Day  New Year's Eve
Labor Day  Three (3) roving holidays
Veteran's Day

Any holiday falling on a Saturday, employees get Friday off. Any holiday falling on a Sunday, employees get Monday off.

A. In the event an employee is required to work on one of the above paid holidays as part of his regularly scheduled work week, that employee shall have a choice of receiving either eight (8) hours regular straight time for the holiday worked and a day off in lieu of the holiday or double-time pay for the holiday worked and no day off in lieu thereof.

B. All employees will work the normal work day immediately prior and following holidays, to be eligible for holiday pay.

C. Roving holidays shall be approved by the Department Supervisor and need not fall on a calendar or traditional holiday.

ARTICLE 18
SENIORITY

Seniority shall be commenced from the date of hiring unless a break in service greater than eighteen (18) months was encountered, at which time the seniority will be computed from the new date of hire after the break in service. Seniority and the Village's need for job skills shall be the criterion for:

A. Scheduling vacations, and
B. Determining Lay-Off

ARTICLE 19
VACANCIES IN A DEPARTMENT

As vacancies occur within a Department, and the Village deems it necessary to fill such vacancy, a notice will be posted that the vacancy exists. Employees within the Department in which the vacancy exists shall have the first option to bid on such position. If the vacancy is not filled from within the Department, employees in the other Departments shall be given the opportunity to bid on the job. The employee shall submit his/her request for consideration to the Department Head. Selection of employee
ARTICLE 20
NON-DISCRIMINATION

It is agreed that neither of the parties hereto shall discriminate against any of the Village employees covered by this Agreement by reason of sex, nationality, race or creed. The Village shall not coerce, restrain or discriminate against employee or Union Representative because of membership in or legitimate activities on behalf of the Union. The Union, its members and representatives shall not coerce employees with respect to Union membership.

ARTICLE 21
BULLETIN BOARDS

The Village shall make available to the Union a designated bulletin board for the posting of Union notices of a non-controversial nature relating to meetings or other Union services. Such notices shall be approved by the Village Mayor prior to being posted.

ARTICLE 22
FUNERAL LEAVE

An employee who is notified of the death of a family member, as herein defined, shall be excused from work for a period of three (3) calendar days inclusive of the day of the funeral, in addition to the remainder of his/her shift (if notification is received while he/she is at work). The employee shall be paid his/her straight time average hourly earnings for such excused time.

For the purpose of this provision, the term “family member” is defined to mean a person related to an employee as mother, father, husband, wife, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, or a person standing in the legal position of a parent.

Any full time employee may use other accrued benefit leave for the death/funeral of a person not defined as a “family member” without penalty.

ARTICLE 23
MISCELLANEOUS

Except as otherwise provided herein, the provisions of Section 75 of the Civil Service Law shall be applicable hereafter to the removal, discipline or suspension of any Village employee covered by this Agreement.

The Village will reimburse each employee one hundred fifty dollars ($150) for each year of this Agreement for work shoes.
The Village will issue each employee one hundred dollars ($100) laundry voucher for each year of this Agreement.

**ARTICLE 24**
**NO STRIKE**

The Union, for itself and on behalf of the employees it represents, reaffirms that it will abide entirely by the provisions of the Taylor Law as reviewed this Agreement starting date.

**ARTICLE 25**
**WORK PERFORMANCE**

A. If it becomes necessary that an employee’s work has to be questioned, it is done through his Department Head, and the employee has a right to have his/her Union Representative present at the time.

B. The Village and the Union shall jointly establish a list of rules and regulations governing employee conduct and work performance. The parties shall further promulgate a disciplinary procedure schedule.

C. In compliance with the Department of Transportation Regulations codified at 49 CFR Part 40, and 40 CFR Part 382, and pursuant to the Omnibus Transportation Employees Act of 1991, enacted October 28, 1991. The Village has joined a District based alcohol and drug testing program administered by the Jefferson-Lewis-Hamilton-Herkimer-Oneida BOCES.

1. The employees of the Village agree to a “Zero Tolerance” policy covering illegal drug use based on results obtained from the above mentioned alcohol and drug testing program. The Village reserves the right to terminate the employment of any employee who violates this policy.

2. The Village will require any employee testing positive for alcohol use based on the above mentioned alcohol and drug testing program to successfully complete an approved substance abuse rehabilitation program administered by a recognized organization such as Alcoholics Anonymous. The successful completion of such a program will be part of the terms for continuing employment. This positive test and rehabilitation completion will remain part of an employee’s record for five (5) years. Any time during this five (5) year period that the employee tests positive for alcohol use, the Village reserves the right to terminate said employee. Upon review at the end of the five (5) year period, said employee will be returned to a status allowing for a positive alcohol test to begin the five (5) year probationary cycle, without immediate termination.
ARTICLE 26
SEPARABILITY

If any provision of this Agreement violates any Federal or State Law as presently enacted or as amended or interpreted during the term hereof, such provision shall be inoperative to the extent that it is at variance with such law but all other provisions of this Agreement shall remain in full and effect.

ARTICLE 27
THE UNITED PUBLIC SERVICE EMPLOYEES UNION

The United Public Service Employees Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the collective bargaining unit in any and all proceedings under the Public Employees’ Fair Employment Act; under any other applicable law, rule, regulation or statute, under the terms and conditions of the Agreement; to designate its own representatives and to appear before any appropriate official of the Village to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from interference, restraint, coercion or discrimination by the Village or any of its agents. The Union shall have the sole and exclusive right to pursue any matter or issue, including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate.

ARTICLE 28
DUTIES AND OBLIGATIONS

Adhering to the principle that duties and obligations come with rights and privileges, the Union agrees to do its utmost to see that its members perform their respective duties in the Village loyally, efficiently and continuously under the terms of this Agreement. The Union and its members will use their best endeavors to protect the interest of the Village, the citizens, to conserve its property and give service of the highest quality.

ARTICLE 29
RIGHTS

The Union Steward of UPSEU or its designated representatives shall have the right to visit, at a mutually agreed upon time, any Village facility where employees represented by the Union work, for the purpose of adjusting grievances and administering the terms of this Agreement, provided the Village Mayor or in his/her absence the appropriate Department Head, has given permission for the visit.
ARTICLE 30
SAVINGS CLAUSE

In the event that any term or provision of this Agreement shall be determined or declared by a court or statute to be null, void or inoperative, all other terms or provisions of this Agreement shall be thereafter continued in effect.

If a determination or declaration is made, the parties to this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative.

ARTICLE 31
GRIEVANCES

Any employee has the right to and may talk to his Supervisor about any question or problem that may arise. If a difference arises concerning the interpretation or application of the terms of this Agreement, it shall be resolved in accordance with the following procedure:

1. A grievance of an employee shall be discussed with the Department Head and the Union representative in the Department involved. If the grievance is not settled within five (5) working days after presentation, it may be taken to the second step.

2. If not settled at the first step, the grievance may be presented to the Department Head and the Department Commissioners by the employee and the Union representative in the Department involved. If presented, the grievance must be presented in writing.

3. If not settled at the second step, the grievance may be presented at a meeting of the Department Head, Village Mayor, Village Board, the employee, the Union Representative of the Department involved, and such other representatives as the Union and the Village may choose to have present. If the grievance is not settled within ten (10) days of the presentation of this step it may, provided the matter involves the application or interpretation of the terms of this Agreement, be submitted to arbitration.

ARTICLE 32
ARBITRATION

A. Should any differences arise between the Village and the Union and/or employees concerning the meaning, application of interpretation of this Agreement, which remains unresolved after presentation to and processing through the grievance procedure, either the Village or the Union may submit such difference to arbitration by serving notice on the other within thirty (30) working
days following completion of the third step of the grievance procedure.

B. The arbitrator shall be selected as per PERB rules.

C. The fees and expenses of the arbitrator shall be borne equally by the parties. The Village and the Union shall bear the expense of their respective witnesses and any other expenses they may incur.

D. The decision of the arbitrators shall be final and binding, but the arbitrators shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

ARTICLE 33
NEGOTIATIONS

It is agreed that negotiations for the Agreement commencing June 1, 2012 shall begin and will meet in good faith no later than December 1, 2011. Negotiations for a new Agreement shall be for wages, terms and benefits. Any negotiations on the Health Insurance Plan will be limited to the discussion of what percent (%) of future increases may be borne by the employee and UPSEU agrees if the Village should find another insurance carrier, the UPSEU would assist the Village with meetings to see if the carrier would benefit the Village and the UPSEU.

ARTICLE 34
TAYLOR LAW

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204a OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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 35
REOPENING OF AGREEMENT

Should positions within the bargaining unit be eliminated or left vacant by retirement, dismissal, removal, or other termination of the positions for a period of in excess of ninety (90) days, then and in such event this Agreement shall be reopened for further negotiations of wages and salaries and their distribution where appropriate. Such a reopening shall not be mandatory, however, when a position is eliminated or left vacant for necessary effectuation of economics by the Village Board.
ARTICLE 36
JURY DUTY

Employees serving on jury duty shall receive full, straight time pay for each day of such duty, less any compensation (excluding mileage) paid by the Court for juror fees. Employees must present certification from the Commissioner of Jurors or his/her representative for each day or part-day of such jury duty upon return to work.

ARTICLE 37
MANAGEMENT'S RIGHTS

Except as otherwise expressly provided in this Agreement, nothing in this Agreement contained shall be deemed to limit the Village Board in any way in the exercise of its regular and customary functions of operation and management of the Village or its affairs, including (by way of example and not by limitation) the right to hire, lay off because of financial conditions or lack of work, to decide the number of departments, or to increase or decrease operations.
ARTICLE 38
DURATION

This Agreement is binding on successors, heirs and assigns of parties hereto.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representative’s this 15th day of March, 2010.

VILLAGE OF DOLGEVILLE

Mayor

UNITED PUBLIC SERVICE EMPLOYEES UNION

Kevin E. Boyle, President

Gary M. Hickey, Executive Vice President/Regional Director

Philip J. Sedlock
Labor Relations Representative