



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **West Carthage, Village of and International Brotherhood of Teamsters (IBT), Local 687 (2008)**

Employer Name: **West Carthage, Village of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **06/01/08**

Expiration Date: **05/31/13**

PERB ID Number: **9691**

Unit Size: **5**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

FILE COPY *Debr*

BC/9691

Agreement By And Between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676



And

VILLAGE OF WEST CARTHAGE

61 High Street
Carthage, New York 13619

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 08 2009

ADMINISTRATION

June 1, 2008 through May 31, 2013

5 employees

1449240 6 8/28/2008

THIS AGREEMENT is effective, except where otherwise specifically indicated, this 1st day of June, 2008, by and between the VILLAGE OF WEST CARTHAGE (hereinafter referred to as the "Village") and TEAMSTERS LOCAL 687, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), in consideration of the recognition by the Village of the Union as the sole and exclusive bargaining representative of the employees in the bargaining unit, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Village, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employees to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is

AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the 1st day of June, 2008 and running through the 31st day of May 2013 inclusive, for the promotion and benefit of the Village, its employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

ARTICLE 1: RECOGNITION AND SCOPE

The Village recognizes the Union as the exclusive representative of its full-time employees in the Department of Public Works (DPW) in the work classifications identified below.

The bargaining unit consists of all full-time hourly employees in the DPW including MEO's and Laborers; excluding the DPW Superintendent, the DPW Assistant Superintendent, all part-time employees, clerical employees, and seasonal employees.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with the enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent those employees in the bargaining unit who elect to be members of the Union, and also to represent those employees who elect not to join the Union. The Union recognizes the right of employees not to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the Union or any of its agents because of an employee's membership or refusal to become a member of the Union.

3.2 Union members shall pay dues and in the event that a Union member properly signs a dues authorization card, the Village agrees to make payroll deductions from the individual's wages in the amount of the dues. The Village shall forward to the Union on a monthly basis those dues

collected. An employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union or be required to pay any other Union fees. The Union agrees to establish and maintain a procedure for the return of the "pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment" to unit employees who make such a request. (The payment of dues by the nonunion member shall not be construed by the parties hereto as any indication that such person or individual is a member of the Union, absent any Union card.)

3.3 It is understood that the Union will indemnify and save the Village harmless against any claims of liability that may arise out of, or by reason of, compliance with the terms of this Article.

ARTICLE 4: INSPECTION PRIVILEGES

The Union Business Agent shall have access to the Village's establishment during the working hours for the purpose of adjusting disputes and observing working conditions; provided, however, that there is no interruption of the employees' work schedule and/or the Village's operations.

ARTICLE 5: MANAGEMENT RIGHTS

The Union agrees that the Village shall retain all rights related to the management, policies, direction, and administration of the Village DPW, its facilities, operations and workforce. The Village retains its rights, powers, authority, and responsibilities conferred on and invested in it by law. The Village further retains the right to establish and revise work rules, policies, and regulations not inconsistent with the terms of this Agreement. The Village's retained rights include, but are not limited to, the right to hire, promote, demote, discharge, or discipline employees for just cause; to maintain discipline and efficiency of employees; to determine the number of employees to be employed; to determine employees' qualifications and assign and direct their work; to select supervisory employees; to determine the schedule of operations; to set the starting and quitting time and the number of hours, shifts and schedules to be worked; to determine and schedule when overtime will be worked; to establish, change, combine or abolish positions; to layoff employees; to subcontract; to set standards of performance; and to determine the methods, procedures, and means of operation.

5(a): MUTUAL INTEREST

The Union, the employees and the Village, acknowledge that they will at all times further the interests of the Village and its citizens as fully as it be in their power to do so.

ARTICLE 6: BULLETIN BOARD

The Village agrees to provide space for a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union at such location and of such size as determined by the Village. The Village shall be provided with copies of any notices or other material intended to be posted prior to being posted on the bulletin board. The Village

reserves the right to object to any posting and/or to remove any material from the bulletin board that is inappropriate, offensive, or derogatory to the Village, or which relates to any political or other non-work related issue.

ARTICLE 7: SENIORITY

The principle of seniority shall prevail at all times. Seniority is defined as the length of continuous service with the Village from the date of the employee's most recent hire. In the event of a layoff due to lack of work, employees shall be laid off in reverse order of seniority, provided the senior employee is qualified to replace the laid off employee.

After serving a twenty-six (26) week probationary period, an employee hired as a full-time employee shall be placed on the seniority list retroactive to the first day of employment of the employee.

The Village shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

ARTICLE 8: SHOP STEWARD

The Village recognizes the right of the Union to designate a Shop Steward and the Union shall notify the Village of the designation in writing.

The authority of a Shop Steward so designated by the Union shall be limited to, and shall not exceed, the following activities:

- a) The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information:
 - 1) have been reduced to writing or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

The Shop Steward shall in no way be relieved of his/her regular job duties and responsibilities, nor shall the Shop Steward interfere with work being performed by other employees. Except as provided in paragraph (a) above, the Shop Steward shall not conduct any union business during work time without the express approval of the Village.

The Shop Steward shall not be laid off or discharged without notifying the Union Business Agent in writing. The Shop Steward is subject to management instructions, authority, and discipline on the same terms as all other employees.

ARTICLE 9: ARBITRATION AND GRIEVANCE PROCEDURE

9.1 In the event that any difference or dispute should arise between the Village and the Union, or its members employed by the Village, over the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences in the following manner:

Step 1:

Any employee that believes that he/she has a justifiable grievance, shall (with or without the Shop Steward present) discuss the matter with the DPW Superintendent, in an attempt to settle the grievance or dispute within two (2) working days ("working days" are defined as Monday through Friday) from the date the incident which gave rise to the grievance occurred. Within ten (10) working days after the oral presentation of the grievance or dispute, the DPW Superintendent shall issue a written response to the employee and/or Union representative, if any.

Step 2:

In the event that the grievance is not settled at the conclusion of Step One (1), the grievant, through the Union Business Agent, may, within five (5) working days thereafter, present the grievance to the Mayor for determination. Within ten (10) working days after the presentation of a grievance, the Mayor or his designee will convene a meeting at which the grievant and the Union Business Agent will be present. Thereafter, within five (5) working days of the meeting, the Mayor or his designee will issue a written decision to the Union Business Agent. If the matter is not resolved on the basis of the written decision, within ten (10) working days of the issuance of the written decision, the Union may appeal the grievance to arbitration as provided below.

9.2: ARBITRATION: If any grievance or dispute is not satisfactorily settled at the completion of Step Two (2) and a timely appeal is made, the grievance shall be submitted to the Federal Mediation and Conciliation Service ("FMCS") for final and binding arbitration. The parties shall attempt to mutually agree on a neutral arbitrator. If unable to agree, the party requesting arbitration will request a list of arbitrators from FMCS. The parties may, by mutual agreement, select an arbitrator from the list or alternatively strike one name until only one arbitrator remains who shall be designated as the arbitrator to hear the dispute. The parties shall alternate as to which party strikes the first name.

The fees and expenses of arbitration will be shared equally between the Village and the Union, except each party shall bear its own expenses related to presentation of the grievance at arbitration.

The decision of the arbitrator will be final and binding upon both parties. The arbitrator shall have no power to add to, subtract from, or modify any of the conditions or provisions of this Agreement. In the event the arbitrator finds that an express term of this Agreement was violated, the remedies are limited to the following: a) in contract interpretation cases, a directive that the parties shall henceforth comply with the terms of the Agreement as interpreted by the arbitrator.

and back pay if applicable; b) in discipline cases, modification or removal of the disciplinary action from the employee's record, back pay and reinstatement. All back pay awards shall be limited to straight time and shall be reduced by interim income from any and all sources including any benefits received from government sources. Back pay awards shall be limited to an absolute maximum of three (3) months.

In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to the arbitrator's jurisdiction, the other party shall have the right to take all legal recourse.

Time limits contained in this Article may be extended by mutual agreement of the parties.

ARTICLE 10: DISCIPLINARY ACTION

10.1: The Village shall not discharge nor suspend any employee without just cause, except the Village may discharge probationary employees without cause. In all cases involving the discharge or suspension of an employee, the Village must notify the employee in writing of his/her discharge or suspension and the reason therefor. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

10.2: The Union, or the affected employee, must notify the Village, in writing, of its intent to challenge an employee's discharge or suspension within nine (9) working days from the date of discharge or suspension. All other disciplinary actions must be grieved within the two (2) working days provided in Article 9.1. Any challenge to the existence of just cause for an employee's discharge or suspension may be initiated at Step Two of the Grievance and Arbitration procedure set forth in this Agreement.

10.3: Any employee covered under this Agreement who is currently subject to Civil Service Law Sections 75 and 76 may elect to challenge disciplinary action imposed upon him or her through either the Grievance and Arbitration procedure contained in Article 9 or through the applicable procedures provided for under Sections 75 and 76 of the Civil Service Law. This election must be made at the time the employee's grievance is filed and may not be changed once elected.

ARTICLE 11: NONDISCRIMINATION

In accordance with applicable law, the Village and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, national origin, age, sex, marital status, veteran status, sexual orientation, pregnancy, or disability. The prohibition of discrimination includes all forms of harassment.

The Village and the Union agree that there will be no discrimination or harassment by the Village or the Union against any employee because of his or her Union membership status or support or non-support of the Union.

ARTICLE 12: LEAVE OF ABSENCE

Leaves of absence without pay, from the bargaining unit may be granted at the discretion of the Village for not more than thirty (30) days and, when so granted, the employee, if he/she returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Village outside the bargaining unit. Applications for leaves of absence must be made in writing to the Village, and the granting of such leaves of absence must be in writing. Upon being presented with a request for an extension of a leave of absence, the Village may, at its discretion, grant an employee up to an additional thirty (30) days leave of absence without pay. Any such request for an extension of a leave of absence may be made only once and must be presented to the Village in writing at least five (5) business days prior to the end of the employee’s current leave of absence. Any employee on a leave of absence shall pay all premiums for insurance benefits while on such leave.

ARTICLE 13: GENERAL PROVISIONS

13.1 The Village and the Union agree that the employees shall conduct themselves in a professional manner.

13.2 Employees shall be covered by the New York State Workers’ Compensation Law.

13.3 Supervisors, including the DPW Superintendent and/or the DPW Assistant Superintendent, will be permitted to perform work normally performed by the bargaining unit, provided no bargaining unit employee is laid off.

13.4 The Village and the employees shall comply with all state and federal safety, driving and equipment regulations.

ARTICLE 14: HOLIDAYS

Employees shall receive the following paid holidays:

- | | |
|------------------------|------------------|
| New Year’s Day | Columbus Day |
| Martin Luther King Day | Veteran’s Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |
| Labor Day | Floater (2) |

The use of floating holidays must be approved in advance by the DPW Superintendent.

If any of the aforementioned holidays fall on a Saturday, the preceding Friday will be observed. If a holiday should fall on a Sunday, the following Monday will be observed.

Holiday pay shall be equivalent to eight hours pay at the straight time hourly rate. Employees required to work on the above mentioned holidays shall receive holiday pay plus time and one-half (1½) the straight time hourly rate for all hours worked on the holiday, unless the holiday falls on a Saturday or Sunday, in which case the holiday will be observed as mentioned

above and the employee will be paid straight time for all hours worked on the holiday. A paid holiday shall be considered as time worked for overtime purposes.

No employee shall be entitled to receive holiday pay unless he/she worked the scheduled day prior to and the scheduled day following the paid holiday, unless such absence on either of the required days was due to vacation time or other reasons acceptable to the Village. Personal leave is not permitted during the week of a holiday, unless approved in writing by the DPW Superintendent or a representative of the Village within their sole discretion.

ARTICLE 15: VACATIONS

All employees on the seniority list with a minimum one (1) year of service shall receive the following vacation benefit.

- Starting on the employee's first anniversary, and continuing through the employee's fifth year of service, the employee will receive two weeks of vacation per year.
- Starting on the employee's fifth anniversary, and continuing through the employee's fifteenth year of service, the employee will receive three weeks of vacation per year.
- Starting on the employee's fifteenth anniversary, and continuing thereafter, the employee will receive four weeks of vacation per year.

Employees must be on the active payroll on their anniversary date (date of hire as a full-time employee) to receive vacation time for that year.

Any employee who has earned five weeks of vacation time prior to the date on which this Agreement is signed will continue to receive five weeks of vacation per year.

An employee's vacation benefit accrual shall change on his/her anniversary date and the employee will be allowed to take the additional vacation week during the calendar year in which the anniversary date occurred. Employees must use any earned vacation during the anniversary year in which it is earned or it will be forfeited. Employees may sell-back one (1) week of unused vacation per year at the discretion of the Village.

The vacation period shall be from April 1 through November 30 of each year. Employee requests for vacation may be submitted to the Village by March 15 for scheduling and approval. Those employees who chose not to submit their requests by March 15, may submit their requests 30 days prior to the requested date, which will be subject to the Superintendent's approval on a first come basis. Employees requesting vacation after March 15 will not be permitted to displace employees, including less senior employees, who were granted vacation as part of the March 15 submission process.

Vacations shall be scheduled by seniority. The DPW Superintendent, consistent with operational needs, shall determine the number of employees that may be on vacation at one time, but shall not unreasonably deny a vacation request. The Village's decision regarding the

scheduling of vacation time will not be subject to the grievance and arbitration procedure unless it can be shown that the decision was made in an arbitrary or capricious manner.

Vacations may only be taken in one (1) week increments.

Holidays falling during an employee's vacation shall be paid at the employee's straight time hourly rate.

An employee who resigns and gives at least two (2) weeks notice shall be paid for any accrued but unused vacation remaining for the anniversary year in which the employee separates from employment. Accrued vacation will be forfeited and not paid in cases of involuntary termination, job abandonment or resignation without two (2) weeks notice.

ARTICLE 16: SICK LEAVE

Paid sick leave may be granted at the DPW Superintendent's discretion, but if granted will not exceed four (4) days in any calendar year. Beginning 2010, the maximum number of sick days will increase to five (5) days; and beginning 2012, the maximum number of sick days will increase to six (6) days.

The Village reserves the right to require an employee, as a condition of payment for sick leave, to submit adequate written proof of illness or injury from his or her physician.

Any employee who fraudulently reports illness in order to secure the benefit of sick leave or otherwise abuses the sick leave privilege will be subject to disciplinary action.

Sick leave shall not be considered as time worked for overtime purposes. Sick leave has no cash value and will not be paid upon separation from employment. However, employees may carry over accrued but unused sick leave from year to year and, subject to the Superintendent's discretion, take sick leave notwithstanding the maximum number of days in any calendar year identified above.

ARTICLE 17: PERSONAL LEAVE

All full-time employees shall be entitled to twenty-four (24) hours paid leave per calendar year after the probationary period has been successfully completed.

An employee will normally be required to give the Village at least 24 hours advance notice of his/her desire to take personal leave and such requests will not be unreasonably denied.

Notwithstanding the foregoing, personal leave may be granted for emergency situations with one (1) hour's notice before the beginning of the employee's shift. However, the Village reserves the right to be informed of the general reason for the need to take such emergency personal leave.

Personal leave is considered as time worked for overtime purposes but it may not be carried over from one calendar year to another. Personal leave time has no cash value and will not be paid upon separation from employment.

ARTICLE 18: FUNERAL LEAVE

Full-time employees may take up to three (3) paid scheduled work days for death in the immediate family. Immediate family is defined as follows: mother, father, spouse, children, sister, brother, sister and brother-in-laws, mother and father-in-laws, and grandparents. The Village, in its discretion, may require employees to submit an obituary or other proof to confirm the immediate family member's death.

ARTICLE 19: JURY DUTY

Employees will be paid their normal pay while serving on jury duty, less any compensation received by the employee for jury duty service. If the jury duty does not require the employee's service for the full work day, the employee must contact the DPW Superintendent, or his/her designee, immediately upon being released by the court to determine whether he/she needs to report to work.

ARTICLE 20: HEALTH AND HOSPITAL

The Village agrees to continue providing full-time employees the option of health benefit coverage through the New York State Teamsters Council Health and Hospital Fund – Select Plan component rates (the "Fund") - which shall include medical and prescription drug coverage, dental, vision and life. The dental insurance coverage shall be covered under Option 1.

Each participating unit employee who is enrolled in the Fund shall contribute ten percent (10%) of the monthly premium through payroll deduction through May 31, 2011.

Effective June 1, 2011, employee contributions will be 12%. Effective June 1, 2012, the contribution percentage will increase from 12% to 14%, and will remain at 14% for the duration of this Agreement.

Employees should refer to the actual Plans for additional information with respect to specific coverage and handling of claims.

The Village agrees to sign the standard New York State Teamsters Council Health and Hospital Fund Participation Agreement.

ARTICLE 21: RETIREMENT AND DEFERRED COMPENSATION PLAN

The Village shall contribute to the New York State and Local Retirement System. Retirement benefits will be provided to full-time employees on a contributory basis. In addition, the employees may contribute to a Village sponsored Deferred Compensation Plan on a voluntary basis.

ARTICLE 22: EXTRA CONTRACT AGREEMENTS

The Village agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this

Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York.

ARTICLE 23: HOURS OF WORK AND WORKING CONDITIONS

The normal workweek shall be five (5) eight (8) hour days, Thursday through Wednesday (excluding Saturday and Sunday). The Village may additionally require employees to work over eight (8) hours per day and/or on weekends. The Village may in its discretion establish and change an employee's normal days of work with ten (10) working days advance notice.

The regular working hours shall be from 7:00 a.m. to 4:00 p.m. with a one hour unpaid lunch break. An employee's working hours may be changed at the discretion of the Village.

Employees will be compensated at a rate of one and one-half (1½) times their straight hourly rate for any hours worked beyond forty (40) in any one workweek.

The Village will distribute overtime work by seniority on a rotating basis. Refusal of overtime shall be treated as overtime worked for the purpose of placement on the rotation list. If overtime work is required and there are not sufficient bargaining unit volunteers, the Village may offer such overtime work to part-time employees. Notwithstanding anything contained in this Article, the DPW Superintendent and Assistant Superintendent may perform work outside of regular working hours.

Employees called in to work prior to their regular starting time, or called back to work after their regular quitting time, with less than four hours notice, shall be paid two (2) hours straight time, in addition to any hours worked.

The Village will provide a shoe allowance of \$125.00 per year per employee.

The Village will reimburse employees for expenses (mileage, meals) incurred as a result of attendance at authorized training conferences and seminars when attendance is required by the Village or State.

ARTICLE 24: WAGES

Employees shall receive the following wage rates:

	MEO	Laborer
June 1, 2008	\$14.81	\$12.53
June 1, 2009	\$15.44	\$13.06
June 1, 2010	\$16.10	\$13.62
June 1, 2011	\$16.78	\$14.20
June 1, 2012	\$17.49	\$14.80

Effective June 1, 2012 non-probationary employees on the active payroll will receive a one time lump sum bonus of \$300 (take home), which will be grossed up to cover applicable payroll taxes.

Employees who are on probation as of June 1, 2012 and who subsequently satisfactorily complete their probation will receive the \$300 bonus at that time.

New hires employed as an MEO shall be paid \$11.00 per hour for the first twenty-six weeks of employment, \$12.00 per hour following the twenty-six week probationary term, and after one full year of continuous service the employee will be paid the applicable wage rate for the position. New hires employed as a Laborer shall receive \$10.00 per hour for the first twenty-six weeks of employment, \$10.50 per hour following the twenty-six week probationary term, and after one full year of continuous service the employee will be paid the applicable wage rate for the position.

Employees possessing a Public Water System Operator Certification shall receive a \$0.50 per hour differential while they are performing work which requires such a certification as determined by the DPW Superintendent.

ARTICLE 25: ALCOHOL AND DRUG TESTING

The Village shall subject employees to required alcohol and drug testing in accordance with the Village's Drug and Alcohol Policy and the Department of Transportation (DOT) Regulations codified at 49 C.F.R. Part 40, and 49 C.F.R. Part 382. All employees, including those employees not subject to DOT testing, will be subject to the Village's Drug and Alcohol Policy.

Employees in violation of the Village's Drug and Alcohol Policy will be subject to the following disciplinary action:

- a. First violation: Upon notification of a violation, the employee shall be placed on a minimum two-week leave without pay. The employee will not be permitted to return to work unless and until he or she has met the Return to Duty requirements set forth in the DOT regulations and the Village's Drug and Alcohol Policy.
- b. Second violation: An employee who incurs a second violation of the Village's Drug and Alcohol Policy will be subject to immediate termination, and, if challenged, the sole issue to be submitted for resolution to an arbitrator or hearing officer will be whether the employee incurred a "second violation" of the Policy.

Any employee required to submit to follow-up drug testing as a result of a positive drug test shall be solely responsible for the costs of such testing.

ARTICLE 26: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement incorporates the full and complete understanding of the parties with respect to all terms and conditions of employment, and neither party shall be required to bargain with respect to any issue during the term of this Agreement. The Union hereby acknowledges that during the bargaining leading to the execution of this Agreement, it had a full opportunity to submit all items appropriate to collective bargaining. The Union hereby waives the right to demand bargaining during the term of this Agreement with respect to any and all issues regardless of whether or not such issue(s) are specifically addressed herein. The Union's waiver of the right to demand bargaining during the term of this Agreement applies to any exercise of management rights by the Village pursuant to Article 5. The Union further agrees to waive its right to file any improper practice charges based on an alleged refusal to bargain by the Village during the term of this Agreement. The waiver shall not apply to effects bargaining and/or re-opener negotiations that may be explicitly provided for in this Agreement. Nothing in this Article shall prohibit the parties from mutually agreeing to modifications or clarifications of this Agreement during its term; provided, however that to be effective, any such modification, addition, deletion, or clarification must be in writing as a "Letter of Agreement" and signed by the Mayor and the Union Business Agent.

ARTICLE 27: DURATION AND SUCCESSOR CONTRACT NEGOTIATIONS

27.1 This Agreement shall continue in full force and effect from the 1st day of June, 2008 to and including the 31st day of May, 2013, and thereafter from year to year, unless altered after the said period following either party giving one hundred and twenty (120) days notice to the other party prior to the termination date.

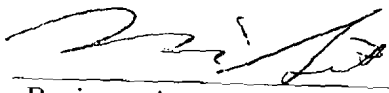
27.2 In the event of an impasse in negotiations for a Successor Agreement, the parties agree to submit the unresolved issues to the Public Employment Relations Board for mediation and/or fact finding. Any suggestions made by the Mediator shall remain confidential and shall not be binding. The Mediator shall have no authority to impose any contract term.

ARTICLE 28: LEGISLATIVE ACTION

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

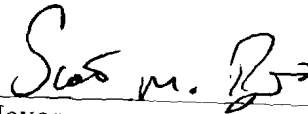
In witness whereof, we have hereunto affixed our signatures this 22nd day of ~~August~~ ^{September}, 2008.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676



Business Agent
Mickey Smith

VILLAGE OF WEST CARTHAGE
61 HIGH STREET
CARTHAGE, NEW YORK 13619



Mayor
Scott Burto