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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

VILLAGE OF ILION

AND

TEAMSTERS UNION, LOCAL 294

(DPW Employees)

EFFECTIVE JANUARY 1, 2014

AND

EXPIRING DECEMBER 31, 2017



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THIS AGREEMENT, effective the first day of January, 2014 through the 31st day of December, 2017, negotiated as a contract between the Board of Trustees of the Village of Ilion, New York, (known by reference as the "Village Board"); and the Village of Ilion Unit of the Teamsters Local 294 (known by reference as the "Union")

ARTICLE 1 - RECOGNITION

The parties recognize that under this agreement each of them has responsibilities for the welfare and security of the employees.

A. The Village of Ilion, hereinafter referred to as the "Village", recognized the Village of Ilion Unit of the Teamsters Local 294, hereinafter referred to as the "Union" as the sole and exclusive representative for all employees in the unit described in Section 7, (excluding the DPW Supervisor, temporary, casual, and seasonal employees.) The Village agrees that the Village of Ilion Unit of Teamsters Local 294 shall be sole and exclusive representative for all employees described in Section 7 for the purpose of collective bargaining and grievances during the term of this agreement.

B. Dues. Upon receipt of proper written authorization, the Village shall deduct monthly dues on a pro rata basis and shall remit the monies collected to the union no later than the 15th of each month. The Union agrees to indemnify and hold harmless the Village from any cause of action, claims, loss or damages incurred as a result of this clause. All deductions under the article shall be subject to revocation under Section 93-b of the General Municipal Law, as amended, by the employees who executed such assignments, upon giving written notice to that effect. Such notices shall be given to the Village Treasurer. The Village Treasurer shall thereafter cease withholding any monies whatever under check off authorization. Assignees shall have no right or interest whatsoever in any money authorized until such money is actually paid over to them. The Village or any of its officers and employees shall not be liable for any delay in carrying out such deduction, and upon forwarding a check in payment of such deductions by mail to the assignee; the Village and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE 2 – CONDITIONS OF WORK

It is recognized that the need for continued and uninterrupted operation of the Village's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operations. Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, parties hereto agree that there will not be, and the Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, lockdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of, or interference with the normal work performance.

The Village recognizes that it is the responsibility of the Union to represent the employees effectively and fairly.

It is recognized that the management of the Department, the control of its properties, and the maintenance of order and efficiency, is solely a responsibility of the Village. Accordingly, the Village retains the rights, including but not limited, to select and direct the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, decide the number and locale of its facilities, stations, etc., determine the work to be performed within the union, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, purchase services of others, contract or otherwise, except as they can be otherwise specifically limited in this agreement, and to make reasonable and binding rules which shall not be inconsistent with this agreement.

It is also recognized by the parties that the continued existence of the so-called Sanitation Department of the Department of Public Works as it exists today, is not assured. If conditions require the Village to contract out some, or all of the work of the so-called Sanitation Department, the Village will in good faith, endeavor to assist in securing suitable employment for DPW employees whose services are no longer needed; but no guarantees of employment are made by the Village.

ARTICLE 3 - NO RIGHT TO STRIKE

The Union hereby affirms that it does not assert the right to strike against the Village either directly or indirectly, or to impose an obligation to conduct, assist or participate directly or indirectly in such a strike in compliance with Section 207, subdivision 3 of the Taylor Law, Article 14 of the Civil Service Law of the State of New York.

ARTICLE 4 - VILLAGE AFFAIRS

The Union understands the importance of the normal and orderly conduct of the Village's business and operations and the Union and its members will cooperate and assist the Village in the performance of its duties and obligations to the citizens thereof. The provisions of this Agreement will be expressly limited to salaries, benefits, and other conditions of employment of the covered employees of the Village of Ilion Department of Public Works as specifically identified in this agreement. This Agreement shall not in any way be construed to restrain or limit the Village in the full and absolute management of its affairs.

ARTICLE 5 - NEW POSITIONS. POSTING AND JOB BIDDING,
PROBATIONARY EMPLOYEES

(a) Newly created and vacant positions shall be filled according to Civil Service requirements. Assignments to promotional positions shall be filled by current members of the Department of Public Works in accordance with the Civil Service Law.

(b) If the Village determines to fill a permanent vacancy (not caused by vacation, illness, leave or similar reason), a written notice of the opening indicating the job duties and rate shall be posted on the bulletin board(s) for a period of not-to-exceed two (2) working weeks. Any employee may signify to the Village, in writing, during that period, an interest in being considered for the opening.

The Village shall make a selection on the basis of its judgment of the qualifications, skill and ability of those bidding, giving preference to the senior bidder where practicable considering the overall effect on operations. If no employee has bid, or the Village determines that no bidder has the appropriate qualifications, the vacancy may be filled by outside hiring. The job vacated by successful bidder need not be posted, but shall be filled at the discretion of the Village.

Up to the first thirty (30) days on the new job shall be considered a trial period. If the Village determines that the job is not being satisfactorily performed, the employee shall be returned to his former job and the position filled at the discretion of the Village. A successful bidder may not bid again until a minimum of twelve (12) months have passed.

(c) All new employees shall be regarded as probationary for the first one hundred eighty (180) calendar days of their employment by the Village. The retention of a probationary employee is entirely within the discretion of the Village.

A probationary employee will be given a written evaluation every forty-five (45) days so as to inform said individual of his progress. If after his third evaluation it is agreed that this employee's performance is acceptable by management, then the remaining forty-five (45) days of probation will be waived.

ARTICLE 6 – SENIORITY

Seniority shall be defined as the total length of continuous service with the Village of Ilion. The accumulated length of continuous service with the Village computed from the last date of hire.

An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for a bona-fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- A. Discharge
- B. Resignation, unless returned to work in less than one (1) year.
- C. Failure to return promptly upon expiration of authorized leave.
- D. Absence for (3) three consecutive working days without leave or notice shall be considered automatic resignation, unless there are any extenuating circumstances.
- E. Engaging in any other employment during a period of leave.
- F. Absence, for illness or injury for more than one (1) continuous year.
- G. Layoff for longer than one (1) year.

Part time employees shall have a seniority roster which shall be subordinate to the seniority roster of permanent employees. The application of this section shall be governed by Civil Service Rules and Regulations. Promotion will be based on seniority and qualifications for all employees who are covered under this contract. In the event of a layoff, seniority shall prevail.

ARTICLE 7 - UNIT COMPENSATION

It is mutually agreed that for the purposes of this agreement the terms "employee" and "employees" shall include all of the following titles and said titles shall constitute the collective bargaining unit.

Classification	January 2015 Rate (+ 2%)	January 2016 Rate (+ 2%)	January 2017 Rate (+ 2%)
Auto Mechanic	\$19.05	\$19.43	\$19.82
Working Foreman	\$18.15	\$18.51	\$18.88
M.E.O.	\$17.21	\$17.55	\$17.90
2 nd Year M.E.O.	\$16.80	\$17.14	\$17.48
1 st Year M.E.O.	\$16.40	\$16.73	\$17.06
Probationary M.E.O.	\$16.24	\$16.57	\$16.90
Laborer	\$16.45	\$16.78	\$17.12

- The Village may, at its sole discretion, establish a bi-weekly pay period. As a professional courtesy, the Village will notify the Teamsters prior to the transition and only those payments designated as bonuses will be paid on off-weeks. Bonuses do not include weekly wages, overtime, or advance vacation pay.

ARTICLE 8 – WORKING FOREMAN

Working Foreman shall be compensated \$8.00 per day (only for days worked - not including holidays, sick leave, vacation, etc.) to be paid the first pay period of the following month as a stipend. This compensation will increase to \$10 per day during periods of a four-day work week. There will be two (2) working foreman. The position is contingent on the supervisor's recommendation based on satisfactory performance reviews to be conducted on a (6) six- month basis. In the event of a non-satisfactory performance review, the employee will be extended a 30-day period in which to correct the deficiency. Any unsatisfactory performance, along with a clear and concise desired performance, will be reduced to writing and presented to the foreman by the Supervisor and/or Village Designee. If after the 30-day extension the foreman's performance remains unsatisfactory, the employee may be removed from the position of working foreman by the Village Board based on the recommendation of the Supervisor and/or Village Designee.

ARTICLE 9 - OFF SHIFTS

Each employee working a shift other than a normal day as defined in Section 12 shall receive additional compensation at the rate of 12%.

ARTICLE 10 - COMPENSATION FOR WORK OUT OF TITLE

An employee of one labor grade who is temporarily assigned to a task of a higher grade for one-half (1/2) work day or longer shall receive compensation at the grade of the temporary assignment.

ARTICLE 11 - DIFFERENTIALS

Each employee climbing trees, shall receive (over and above rate) 10% hazardous duty increment. Each employee working as a ground man in connection with tree operations shall receive (over and above rate) 5% hazardous increment for time spent at these activities. Employees who work as masons (bricklayers, concrete or cinder block laying or laying up stonework) will receive a 12% differential while working (over and above rate). Employees who do welding or torch work will receive a 6% differential for time worked (over and above rate).

ARTICLE 12 – HOURS, WORK WEEK and SCHEDULING

The standard work day shall be eight (8) continual hours and standard work week shall be forty (40) hours. Effective with this agreement, employees will work on the basis of Monday through Friday as their regularly scheduled work week. Each employee shall receive one and one-half (1½) times his straight time hourly rate for all work over eight (8) hours in one day. If an employee works eight (8) hours or more before or after his normal workday, he/she shall, except in the case of an emergency, be entitled to a minimum of six and one-half (6 ½) hours' rest before reporting back to work, without loss of pay.

- A summer work shift that will consist of four (4), ten (10) hour work days, Monday through Thursday from 6 a.m. to 4 p.m. shall start at the discretion of the DPW Supervisor. This shift will start after April 1st as weather permits and will end as close to October 31st as weather permits.
- Any holidays that occur during the 4-day work week follow the same pattern for time off as always.
- The Village of Ilion Board of Trustees will vote to implement this shift at the first Board meeting in March of each year.

- If there is a winter work shift, the hours will be 5 a.m. to 1 p.m.

Each employee shall receive one and one-half (1½) times his straight time hourly rate for any work on any other day, other than his regularly scheduled work week, unless having a bona fide excuse.

- Bonus compensation will not be paid for overtime work, i.e. 12% additional compensation.

Employees may elect to exchange overtime pay for compensatory time off. For every hour of overtime pay, one and one half hours (1 ½) hours of compensatory time may be taken. This off time will be scheduled with management’s approval and availability. A maximum of thirty-eight and two-thirds (38.33) overtime hours per contract year may be exchanged for fifty-eight (58) hours of compensatory time, such compensatory time to be used at the discretion of the DPW supervisor.

- In the event compensatory time is not used by December 1st of the year in question, pay out will be made mid-December.

Employees shall be entitled to two (2) fifteen (15) minute breaks or one thirty (30) minute break per/day.

Hours of work:

Street Department	1 st Shift	7 a.m.	3 p.m.
	2 nd Shift	3 p.m.	11 p.m.
	3 rd Shift	11 p.m.	7 a.m.
Sanitation Department		5 a.m.	1 p.m.
Street Sweeper		6 a.m.	2 p.m.

ARTICLE 13 - WINTER WEEKEND CALL OUT SYSTEM

December 1 to March 31: All eligible employees covered by this agreement are to be included in the schedule for call hours.

An employee who is on standby on call weekend and is not called to work during said time period shall be paid 69.60 per day for Saturday and Sunday.

In the event an employee is called in and put to work, then said employee shall retain on call pay until called in. There will be two men when a call out occurs. \$2.90 for each hour on call until call in. In order to qualify for the higher rate of pay, the employee must report within 30 minutes while on standby.

- ... The said employee shall be paid at 2 ½ times the regular hourly rates for all hours worked with a minimum of three (2) hours pay.
- ... An employee that accumulates 40 hours of standby pay will be paid at a rate of 1 ½ per call hour worked after 40 hours.
- ... Winter call out will be on a rotating basis at the discretion of the Supervisor of the DPW. A maximum of four (4) employees will be scheduled for standby.
- ... Employees have the option to switch a call weekend with 48-hours notice and written approval of the supervisor unless there are extenuating circumstances.

An employee must use his accumulated comp time in the calendar year it was earned. If an employee has comp time at the end of the calendar year the Village will issue the employee a check for payment of the accrued time. An employee may request payment for accumulated comp time during the first week of July and the first week of December.

Employees shall be entitled to using a compensatory day at their discretion with forty eight (48) hours notice given to the Supervisor. For the compensatory day to be approved no more than four (4) employees can be out of work on that day, for any reason. (Ex: Sick day call in, vacation, personal, or any other leave, authorized or unauthorized.)

ARTICLE 14 - CDL

The Village will pay one-half of the cost of the employee's Commercial Driver's License fee.

ARTICLE 15 – COMPENSATION FOR PERIOD OF CONTRACT

All employees shall receive an hourly wage increase each year of this Agreement.

January 1, 2015	2 % increase
January 1, 2016	2 % increase
January 1, 2017	2 % increase

- The increase shall be retroactive to January 1, 2015.
- In addition, each employee in service at the time of this agreement taking effect will receive a one – time \$500 bonus payment. Such payment will not accrue to the employee’s base pay and will be pro-rated for those employed less than the full year 2014.

Any employee who does work in any department outside of the D.P.W. contract will be paid their hourly rate or the hourly rate of the job description in said other department, whichever is higher. This type of work will be offered by seniority and ability on a rotating wheel basis.

ARTICLE 16 - HEALTH INSURANCE

The Village will continue participation with the New York State Teamsters Council Health & Hospital Fund, contributing in the Teamsters Select Plan.

Employees will pay 12% of the cost of health care through duration of this agreement.

The Village will reimburse all employees for out-of-pocket medical expenses, per year, per the following maximum schedule each year. Original receipts are required for all reimbursements and over-the-counter medications are not covered unless they have a note from their physician requiring such medication. Employees hired after January 1, 2011 are excluded from this reimbursement.

Single	\$190.00
Two Person	\$355.00
Family	\$475.00

- The employee’s bi-weekly contribution will not be eligible for reimbursement.
- Although an employee’s insurance coverage may change at any time throughout the year, the reimbursement schedule for each employee will remain in effect at the current amount that said employee was eligible for on January 1st of each individual year.

ARTICLE 17 - RETIREMENT

Full time employees are required to join the New York State Employees’ Retirement System, and their retirement benefits will be determined according to the tier available at the time they first joined the System.

ARTICLE 18 - CLOTHING ALLOWANCE

After completing one year of service with the Village of Ilion DPW, employees, excluding mechanics, will receive a clothing/boot allowance of \$475 each fiscal year. A separate check for the clothing and boot allowance, with FICA and Medicare taxes taken out, will be issued on the second pay period in July.

This allowance is to be used for the purpose of any items worn or used exclusively by the DPW employees while at work for the Village of Ilion. Employees will be required to turn in receipts for these purchases.

In the event the Village provides a full summer and winter uniform to eligible employees, it will be exempt from providing the clothing portion of the allowance. If boots are not provided with the uniforms, employees will receive a \$150 boot allowance.

A boot allowance of \$150 will be given to mechanics only, with no receipts required and paid in a lump sum payment the 2nd pay period in July with all required tax deductions.

ARTICLE 19 - LONGEVITY

Members of the DPW will have the following longevity increments:

<u>Increment</u>		<u>Total</u>
3 years	\$290	\$290
7 years	\$290	\$580
12 years	\$340	\$915
17 years	\$425	\$1340
22 years	\$625	\$1965
27 years	\$225	\$2190
30 years	\$500	\$2690

- New hires after January 2011 will not be eligible for longevity increments.

As indicated, this schedule reflects the cumulative incremental benefit effective 1/1/2011. Increments shall be applied so that an employee receives the total of increments equal to his continuous years of service from date of last hire as of December 1st of each year.

Continuous service is modified as follows: Longevity: The accumulated length of continuous service with the Village computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence for a bona-fide illness or injury certified by a physician not in excess of one year.

Seniority, for longevity pay purposes, shall be lost and employment terminated if any of the following occur.

- a. Discharge.
- b. Resignation, unless returned to work in less than one year.
- c. Failure to return promptly upon expiration of authorized leave.
- d. Absence for three consecutive work days without leave or notice will be considered automatic resignation, unless there are any extenuating circumstances.
- e. Engaging in any other employment during a period of leave.
- f. Absence for illness or injury for more than one (1) continuous year.
- g. Layoff for longer than one year.

- Longevity payment may be distributed bi-annually in June and December if the employee so desires or in one lump payment on the Wednesday before Thanksgiving.

ARTICLE 20 - VACATION

A. Members of the DPW hired before 1/1/2002 will be entitled to vacation as follows:

- Two (2) weeks vacation after one (1) year of service
- Three (3) weeks vacation after five (5) years of service
- Four (4) weeks vacation after ten (10) years of service
- Five (5) weeks vacation after twenty (20) years of service

Employees of the DPW hired after 1/1/2002 will be entitled to vacation as follows:

- Two (2) weeks after one (1) year of service
- Three (3) weeks after five (5) years of service
- Four (4) weeks after ten (10) years of service

The period of vacations shall be set by the Village Board and the administration of vacations shall be by the DPW Supervisor to insure smooth functioning of government and optimum service. The DPW Supervisor shall recognize seniority in the administration of vacation requests. Requests for vacation time to exceed a block in excess of two (2) weeks must be approved by the Village Board before being granted.

From the weeks of December 15th to March 15th, only one (1) employee shall be allowed to take vacation during these weeks. More may be allowed with joint approval of the Union and the Village.

All employees will be able to cash-in vacation time. The Village may limit this cash-in to a maximum of five (5) days. Request to cash-in vacation time must be made prior to April 1st of each year. Once requested, the request cannot be reversed. Requested payouts will be paid out in the second pay check of the month of December, within the requested year.

ARTICLE 21 – HOLIDAYS

A regular, full-time employee, although not required to work, shall nevertheless receive straight-time wages based upon his regular rate of pay, for each of the following holidays provided that he worked at least three days or more in the work week in which the holiday falls, and is on the job and available for work the last scheduled work day before the holiday and the first scheduled work day after the holiday even though in a different

work week, unless excused because of a bonafide sick leave or personal leave granted by the Department Head.

The following list will institute the thirteen (13) holidays recognized by the Village of Iliion for purposes of employee vacations.

- | | | |
|-----|-------------------------------|---------------------------|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King's Birthday | As designated |
| 3. | Presidents' Day | As designated |
| 4. | Good Friday | As designated |
| 5. | Memorial Day | May, last Monday |
| 6. | Independence Day | July 4 |
| 7. | Labor Day | September, first Monday |
| 8. | Columbus Day | October, second Monday |
| 9. | Veteran's Day | November 11 |
| 10. | Thanksgiving Day | November, fourth Thursday |
| 11. | Thanksgiving Friday | November, fourth Friday |
| 12. | Christmas Eve | December 24 th |
| 13. | Christmas | December 25 th |

If a holiday falls on a Saturday, it will be observed on the preceding Friday.

If any of the holidays fall on Sunday, the following Monday shall be considered as the holiday; or such other dates as may be established by the Federal or State government for said holidays listed.

If an employee is required to work on a holiday, then the employee shall be paid at the rate of 2 1/2 times his regular rate of pay for all hours worked.

ARTICLE 22 – SICK LEAVE

The Village, in its recognition of sound employee relations and practice of granting earned sick leave, grants the following sick leave plan to the members of DPW:

- Members will be eligible for one (1) day sick leave per month after three months service with the Village. Sick leave will accumulate at the rate of one and one (1) day per month for a total of one hundred and forty-five days (145).
- For employees hired after 6/1/94, the accumulation shall be limited to 120 days rather than the 145 days.
- All members of the DPW will be eligible for one (1) day of sick leave per month after three (3) months service with the DPW. Unused sick leave will

accumulate at the rate of one (1) day per month until the employee has attained his maximum accumulation. Sick leave shall not be paid in excess of individual accrual, except when authorized by the Village Board.

- The Village and the Union have agreed to continue the past practice of, for every three (3) months an employee doesn't miss a day of work, he/she shall receive one (1) sick day. This is in addition to the regular sick leave policy in place.
 - An employee who has attained his maximum accumulated sick leave will cease to be granted the one (1) day per month.
 - Should sickness or injury consume the employee's maximum accumulation, the employee will be eligible for one (1) sick leave day the following month and every month thereafter the maximum number of days have been accumulated.
 - Should an employee use thirty (30) days or any part more or less, of the accumulated sick leave in one contract year, they will continue to accumulate sick leave at the one (1) days a month until the maximum number of days have been accumulated.
 - Should an employee completely exhaust sick leave and still require absence from work, he will not receive the leave of one until returning to work.
 - In the event an employee has been absent from a compensation injury, he may elect to use accumulated sick leave to "make up" the difference between weekly compensation pay and the regular or standard hourly pay. The accumulated sick days in this instance will be treated as used sick leave.

ARTICLE 23 - RULES GOVERNING SICK LEAVE

Sick leave will be used only for sickness or injury as described in these paragraphs.

- A. When the need to use sick leave occurs, a member shall call the DPW Supervisor and report his sickness with as much advance notice as possible.
- B. Any misuse or attempted misuse of sick leave will be cause for immediate suspension without pay to the employee and filing of "charges" for dismissal.
- C. An employee who is absent on account of illness for a period of three (3) consecutive days or more is required to furnish the Village Board with a doctor's certificate for proof of illness. After any five (5) non-consecutive

days in a calendar month, an employee who is absent because of illness will also be required to furnish the Village Board with a doctor's certificate. The Village reserves the right to have the employee examined, at its expense, by a doctor of its choice at any time after illness is reported.

- D. The Village reserves the right to visit the employee's home on the initial day of sick leave or any day thereafter. The person or persons visiting an employee reporting sick will be the Department Head, his designee, or Village Designee.

ARTICLE 24 - UNUSED SICK LEAVE ON DEATH OR RETIREMENT

In the event of death or retirement, the member (or his heirs) will be awarded an amount equal to the employee's accrued sick leave, computed at the employee's straight time hourly rate.

Employees may opt, rather than taking payment for accumulated sick leave upon retirement, to have the payments applied to the premiums for the continuation of their health insurance on a dollar-for-dollar basis.

If the employee is entitled to retirement at a reduced benefit, unused sick leave will be prorated accordingly.

And

The retiree may elect to have the Village make payments on health insurance on behalf of the retiree until his/hers sick bank is exhausted.

Or

The retiree may elect to receive cash payments over a mutually agreed period until his/hers sick bank is exhausted.

Or

The retiree may elect to receive any combination of the above until his/hers sick bank is exhausted.

Or

Upon retirement, full payout of unused sick leave must be made prior to April 1st of the year in question. If the request is made after April 1st, the Village, at its discretion, may make payments to a maximum of twelve (12) equal monthly payments beginning with the new budget starting date.

All employees who have maxed-out their bank (145 days) – (120 days as the case may be) will be able to cash in unused sick days to a maximum of ten (10) days per calendar

year. Payout will be made in the first pay period of the following June, at the current rate of pay in effect that June. No days in the bank will be eligible for this payout.

ARTICLE 25 - SICK BANK

For the purpose of providing additional sick leave for eligible employees suffering from a prolonged serious illness or injury, a voluntary sick leave bank shall be established which shall be jointly administered by the Union and Village.

All employees who have completed one (1) full year of service with the Village may become members of the bank by donating two (2) days of their own accumulated sick days to the bank upon their initial enrollment and one (1) day each calendar year thereafter. Members shall not be entitled to donate more than the original 2 days and 1 day annually. Such donations to the sick leave bank shall be made by December 15 of each year, in writing to the employee. When such donation is made, the individual employee's accumulated sick leave days will be reduced accordingly.

Before an employee may be considered for use of sick days from the sick bank, that individual employee's sick leave must be totally depleted, and approval for use of sick leave bank time must be granted by the *Sick Leave Bank Committee*.

The *Sick Leave Bank Committee* shall consist of two members of the Village (Clerk/Treasurer and Mayor or Trustee) and two members of the Union who shall be appointed by the membership of the Union. The Committee shall maintain a current inventory of available sick bank days and make determinations regarding all applications to use said available days. Should the Committee become deadlocked, or otherwise unable to reach a decision, regarding the nature or seriousness of a particular illness or injury or the number of days to be granted, then the Committee may seek assistance from a qualified and competent licensed physician to aid with their determination.

In no event shall any decision of the Committee be considered a proper subject to be processed under a grievance proceeding; hence, all said decisions of the Committee shall be expressly excluded from any such proceeding.

In no event shall any sick bank days be subject to any form of pay-out to employees upon abolishment of or any other discontinuance of the sick leave bank.

ARTICLE 26 - PERSONAL LEAVE

- A. The members of the DPW hired prior to 1/1/02 will be granted five (5) personal leave days per year on the first of each calendar year.
- B. Employees hired after January 1, 2002 will be granted three (3) personal leave days per year for their first four years of service. At the completion of the employees fourth 4th year of service, and all years after that, the employee will be granted five (5) personal leave days per year. All employees hired after January 1, 2008 will not be eligible to earn personal leave until after their probationary period has been satisfactorily completed.
- C. The personal leave days will be used only for the purposes listed below, with prior approval by the DPW Supervisor:
- Conduct personal business, house closing, legal, bank and others of this nature.
 - Special appointments, dentists, special medical or special legal.
 - Emergencies, family sickness.

Authorization by the DPW Supervisor may be granted for personal leave in addition to those stated. Personal days shall be used at the employee's discretion with forty-eight (48) hours notice given to the Supervisor. For the personal day to be approved, no more than four (4) employees can be out of work that day for any reason. (Ex: Sick day call in, vacation, compensatory day, or any other leave, authorized or unauthorized).

- D. Personal leave will not be allowed for the following reasons:
- Early start or extension of a vacation period.
 - Supplement other legitimate paid absence, as a "day off" at the employee's discretion.
- E. **Requests for personal leave** must be made in writing at least forty-eight (48) hours prior to the start of the work period in question to conduct personal business or for special appointments. Emergency personal leave will be handled at the discretion of the DPW Supervisor and the employee; however, emergency personal leave will be documented in writing prior to returning to work.
- F. **Additional emergency requests beyond the five (5) days:** These will be handled as a request to the Village Board of Trustees. The employee making the request shall obtain the concurrence of the DPW Supervisor. Granting of special requests beyond five (5) days will be handled as an individual case and will be made by the Village Board of Trustees.

ARTICLE 27 - BEREAVEMENT LEAVE

Absence from duty by an employee of the DPW by reason of the death of a member of his immediate family will be allowed, without loss of any compensation as hereafter follows:

- A. A family member will be defined as spouse, child, step-child, mother, father, sister, brother, grandchild, grandparent, mother-in-law, father-in-law, and any relative residing in the employee's household.
- B. Absence from duty for any reason stated in this Section will be granted by the DPW Supervisor for a maximum of four (4) working days per incident. One (1) day must be day of funeral.
- C. If an employee must travel out of state, they shall, at the Village Board's discretion, be granted up to an additional four (4) working days of leave.
- D. Such bereavement days are considered above and beyond personal leave days which an employee has been given per the Contract and are neither usable for any other purpose nor are they accruable.
- E. In the event of the death of such family member as aunt, uncle, niece, nephew, step brother or step sister, then the employee may use either personal leave or sick time up to a maximum of four (4) working days per incident. One (1) day must be day of funeral.
- F. Any exceptions to the aforementioned considerations of bereavement leave may be ruled on by the DPW Supervisor in consultation with the appropriate liaison.

ARTICLE 28 - SETTLEMENT OF DISPUTES

- A. **GRIEVANCES:**
Any grievance or dispute which may exist between the Village and the Union, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Step 1:

Except for disciplinary actions, the Union or other authorized representative of the Union, with or without the employee, shall take up the grievance or dispute with the DPW Supervisor and Village Designee within ten (10) work days of its occurrence; if at any time the President or any authorized representative of the Union is unaware of the grievance, it will be taken up within ten (10) days of their

knowledge of its occurrence. The grievance shall be in writing. The DPW Supervisor and Village Designee may request a conference with the grievant. The DPW Supervisor and the Village Designee shall then attempt to adjust the matter and shall respond to the President and the employee within ten (10) workdays.

Step 2:

If the grievance still remains unadjusted, it shall be presented by the President and/or an authorized representative to the Village Board in writing within ten (10) workdays after the response of the DPW Supervisor and Village Designee is due. The Village Board shall schedule a meeting within ten (10) workdays after receipt of the grievance with the Union President and employee. The Village Board shall within ten (10) workdays of such meeting, set forth an answer in writing to the Union President and to the grievant.

Step 3:

If the grievance is still unsettled after Step 2, the services of the Federal Mediation and Conciliatory Services (FMCS) will be requested.

Step 4:

If the grievance is still unsettled after Step 3, either party may request Arbitration, within thirty (30) days after the reply of the Village Board by written notice to the other.

B. ARBITRATION

The arbitration proceedings shall be conducted by an arbitrator to be selected by the Village and the Union within seven (7) workdays after notice has been given. The New York State Public Relations Board (PERB) shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Village and the Union shall make a selection in accordance with PERB's Rules of Procedure. The parties agree to use PERB's mediation/arbitration procedure whenever possible.

The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this agreement.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Village and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the

record and make copies available without charge to the other party and to the arbitrator.

C. MATTERS RELEVANT TO GRIEVANCE PROCEDURES:

1. The time limits in the grievance procedure may be extended by mutual agreement, in writing.
2. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.

ARTICLE 29 - DISCIPLINE AND DISCHARGE

A. EXERCISE OF RIGHTS:

The only procedure for taking disciplinary action or measures against any Member covered under this Agreement shall be as set forth in the following sections.

B. INVESTIGATIONS:

The Village shall have the right to investigate potential targets of disciplinary action by questioning of the Member. The questioning shall be held by the designees of the Village Board being the Village Attorney, and/or Village Designee, and the DPW Supervisor at such time and place as the designees indicate. The member shall be notified in writing that he is a potential subject of disciplinary action and that the Member is entitled to Union representation and/or their attorney at the questioning. No such questioning may be required of a member after a notice of discipline has been served on such member.

C. DISCIPLINE:

1. Discipline shall only be imposed for misconduct or incompetency. The specific acts for which discipline is being imposed and the penalty proposed shall be specific in the notice. The notice of discipline shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places.
2. Oral reprimands shall be noted in the Members file and the Member shall have an opportunity to submit a letter of explanation, denial, etc. which shall stay in the file along with the note referencing the oral reprimand. However, an oral reprimand shall not be deemed to be a disciplinary measure subject to this Section.
3. Disciplinary acts and measures shall include written reprimand, suspension without pay, fines, loss of accrued leave credits or dismissal from service.

4. Where the Village seeks the imposition of any of the above disciplinary measures, notice of such discipline shall be made in writing and serve upon the member. The notice shall include a statement advising the member of his right to Union representation and/or their attorney at any stage of the disciplinary proceedings.

In addition, prior to any suspension without pay or any loss in pay, the member shall be given an opportunity to answer the charges/notice of subject of disciplinary action, and the Village Attorney and the DPW Supervisor shall hold a conference with said officer and the Union representative and/or their attorney to advise said member of the alleged acts precipitating the disciplinary action.

5. The notice of discipline served on the members shall be accompanied by a written statement that:

- a. The member has a right to object by filing a grievance within fourteen (14) days;
- b. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
- c. The member is entitled by representation by the Union and/or their attorney selected at their own expense at every step of the proceeding;
- d. If the grievance is filed, no penalty can be implemented until the matter is settled or the arbitrator renders a determination.

6. Grievance:

- a. If not settled or otherwise resolved, the notice of discipline may be grieved in writing to the DPW Supervisor and Village Designee and shall be filed either in person or by certified or registered mail, return receipt requested, by the officer within fourteen (14) calendar days of service of the notice of discipline.
- b. The timely filing of such a grievance shall be complete on:
 1. the date on which it is filed, or
 2. the date of mailing by certified or registered mail, return receipt requested.

7. Voiding of Grievance:

If a member is not able to personally sign and file a disciplinary grievance, the Union representative may, at the member's request, submit such grievance on the member's behalf. Provided, however, that within seven (7) days of submission, the office in question must appear to sign the grievance form or the Union must produce documentation as to why the member could not appear. Should neither of these actions occur, the grievance shall be deemed void after seven (7) days.

8. Penalty:

The penalty proposed by the Village or designee may not be implemented until:

- a. The member fails to file a grievance within fourteen (14) calendar days of the service of the notice of discipline, or
- b. Having filed a grievance, the members elects not to pursue it, or
- c. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or
- d. The matter is settled.

9. Order of Processing:

The grievance shall be processed as follows:

The DPW Supervisor and Village Designee will present the grievance to the Village Board - The parties shall then follow the procedures set forth in Step 2 under Section 28 - entitled Settlement of Disputes. If still unresolved, the parties shall follow the procedure set forth in Step 3 of Section 28 - entitled Settlement of Disputes and the remainder of the arbitration procedure as set forth in the Section entitled Settlement of Disputes.

D. **SECTION 75 HEARING:**

The member and the Village each have the choice to proceed with the Section 29 Discipline and Discharge or to proceed pursuant to §75 of the Civil Service Law. The parties shall select the Hearing Officer by mutual agreement, if proceeding pursuant to §75 of the Civil Service Law.

1. If the Village so elects, charges may be brought pursuant to §75.

2. If the Village opts to bring charges pursuant to Section 29 - Discipline and Discharge of the Agreement, via binding arbitration, charges will be so stated.
3. If the member charged pursuant to the arbitration procedure prefers to proceed via §75 instead, prior to submitting an answer to the charges (but within the same time limits as the answer is due) the member should submit a waiver of arbitration and demand a §75 hearing. Upon receiving a demand for the §75 hearing, the Village will resubmit charges pursuant to §75, and the parties shall select a hearing officer.
4. If the charges are being brought by the Village pursuant to §75, the member must submit a waiver of rights pursuant to §75 and demand that the Village shall proceed under the Discipline and Discharge procedure set forth herein. The waiver and demand must be submitted within the same time limits as the answer is due pursuant to §75.

ARTICLE 30 - EMPLOYEE REVIEW OF PERSONNEL RECORDS

Any employee who desires may upon written request, review their official file in the Village Office.

- A. It is understood that such requests should be made with:
 1. Reasonable lead time so as not to disrupt the normal operation of the Village Office.
 2. The understanding that no document(s) is/are to be permanently removed from the individual personal folder.
- B. While reviewing his/her file, the employee must do so in the presence of any of the following individuals:
 1. Village Clerk /Treasurer
 2. Department Liaison
 3. Any Village Board Member
- C. After the passage of two (2) calendar years from the date of issuance of a warning, letter or reprimand, notice of suspension, any other documents deemed undesirable by the employee and contained in his/her personnel file, the employee may:
 1. Through written request, petition the Village Board to review his/her record on the infraction in question with the intention of having an addendum attached to the particular document which would verify that the employee had not recommitted this particular offense during the intervening time.

2. The employee requests to the Village Board will be reviewed by the Department Liaison.
3. The Liaison will review his/her findings with the Board and make their recommendations to whether or not the employee's request should be approved or denied.
4. The Village Board will approve or deny the request.
 - a. If it is approved, the Village Clerk/Treasurer will be directed to make the appropriate addendum to the file document.
 - b. If denied, the liaison, will be directed to so inform the employee, giving reasons for the denial.
 - c. Whether approved or denied, the employee will receive a written decision from the Board as to the reason(s) for its decision, which will become part of the employee's personnel file.
5. A request for an addendum to a particular document may be made only once a year.

ARTICLE 31 - GENERAL CONDITIONS

- The Village recognizes the right of the employees to designate representatives of the Teamsters Local 294 (Stewards) to appear on behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract. Such employees' representatives shall also be permitted to appear at public hearing before the Village Board upon the request of the employees.
- Employees of the Village agree that they will perform loyal and efficient work and service; that they will use their influence and best endeavors to protect the property of the Village and its interests; that they will cooperate with the Village in promoting and advancing the welfare and prosperity of same at all times. Neither the Village nor the Union shall discriminate against any employee for race, creed, color, sex, age or Union affiliation.
- The Union shall have the use of a bulletin board on the Village's premises for the posting of notices relating to Union meetings and official business only. No notice shall be posted until it has been submitted and approved by the Village Board of Trustees or someone delegated by it. Such approval shall not be unreasonably withheld.

- The Village recognizes and will deal with all recognized stewards in all matters relative to grievances, interpretations or this agreement, or in any other matter which may affect the relationship between the Village and the Union.
- A written list of the stewards shall be furnished to the Village immediately after their designation and the Union shall notify the Village promptly of any changes.
- The Union member herein referred to as steward who is designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of free time from their regular duties to attend meetings and fulfill these obligations which have as their purpose the maintenance of harmonious
- and cooperative relations between the Village and the uninterrupted operations of Government.
- Grievances and/or Union activity time payments: During any calendar month, the Village will pay at base hourly rate for time from work by the recognized steward while handling grievances or attending meetings related to Union business up to a maximum number of hours equal to the number of weeks in such calendar months, multiplied by one and one half (1 1/2).
- The Union shall be permitted one (1) steward for the purposes of this article.
- Working conditions: The employer shall, as a courtesy, notify the Union in advance of any change in working methods or working conditions except where such change is required because of an emergency or major disaster over which the employer has no control.
- It is agreed that the work week and work day in effect prior to the effective date of this agreement, except as modified by this current agreement, shall continue during the course of this agreement and the Village agrees that neither the work week nor work day shall be modified, changed or amended without written mutual agreement of the parties, except in an emergency or major disaster over which the employer has no control.
- The Union agrees in principle going to a bi-weekly payroll. With the understanding in place that this will only occur if agreed upon by the other bargaining unit groups in the Village. The Village agrees to phase-in the change after notifying the Union. This will remain as a contract re-opener until the matter has been settled with the other bargaining units and the implementation discussed with this union and its members.

ARTICLE 32 – EDUCATION AND COLLEGE BENEFITS

Education Benefit: Employees covered under this Agreement who successfully obtain any new (not renewal) certification(s) directly related to the department's operations shall receive a one-time educational bonus equal to actual cost, not to exceed \$150.

College Credits: In addition to the above, any employee covered under this Agreement who attends an accredited college for at least three (3) credits and successfully completes said course related to their work duties, at the review and discretion of the Village Board, will be afforded a \$100 bonus.

ARTICLE 33 - DURATION

The length of this Agreement shall be four (4) years; effective January 1, 2014 and expiring December 31, 2017. Negotiations are to be started as early as possible and be concluded by October 15th of that contract year. If there is no agreement on a new contract by that time, negotiations will proceed to the next step (mediation, fact find and or/arbitration). However, if by the 15th day of October no new agreement has been executed between the Village and the Union, the parties agree that all of the terms, provisions and benefits of this Agreement will remain in effect until a new agreement has been executed retroactive to the extent permitted by law to the 1st day of January. The Agreement shall be retroactive for all employees employed at the time of ratification. An exception will be made for anyone who retires from the Village while the contract is being negotiated. Their retroactivity will be from the 1st day of January until their last day of employment.

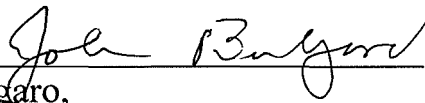
ARTICLE 34 - VILLAGE BOARD APPROVAL

All agreements on the part of the Village to the provisions contained herein are subject to the approval of the Village Board of the Village of Ilion before implementation if such approval is required by law, and are subject to the rules, laws, regulations, ordinances and local laws of the State of New York and the Village of Ilion.

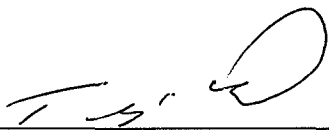
IN WITNESS WHEREOF, the Village Board has caused this instrument to be executed by its duly authorized Officers and its Corporate Seal to be hereunto affixed; and the Union having taken all action required to be taken to make this Agreement effective, including provision for its approval by the Union, have caused this Instrument to be executed by their Officers duly authorized to act, for themselves and on behalf of the members in the Bargaining Unit and the employees represented by them.

FOR THE UNION
TEAMSTERS UNION, LOCAL 294

FOR THE EMPLOYER
VILLAGE OF ILION



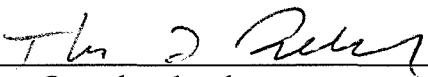
John Bulgaro,
President



Terry Leonard
Mayor

Date: 3-10- 2016

Date: 3/14 2016



Thomas Quackenbush,
Secretary Treasurer/BA
Date: 3-10- 2016

