### Contract Database Metadata Elements

**Title:** Lloyd Harbor, Village of and Lloyd Harbor Highway Unit, CSEA, Local 1000, AFSCME, AFL-CIO (1999)

**Employer Name:** Lloyd Harbor, Village of

**Union:** Lloyd Harbor Highway Unit, CSEA, AFSCME, AFL-CIO

**Local:** 1000

**Effective Date:** 06/01/99

**Expiration Date:** 05/31/03

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AGREEMENT

between

INCORPORATED VILLAGE OF LLOYD HARBOR

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
LOCAL 1000, AFSCME, AFL-CIO

June 1, 1999 through May 31, 2003
<table>
<thead>
<tr>
<th></th>
<th>TABLE OF CONTENTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>RECOGNITION</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>DEDUCTIONS</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>SALARIES</td>
<td>2</td>
</tr>
<tr>
<td>4</td>
<td>LONGEVITY</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>OVERTIME PAY</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>WORK SCHEDULE</td>
<td>5</td>
</tr>
<tr>
<td>7</td>
<td>PERSONAL DAYS</td>
<td>5</td>
</tr>
<tr>
<td>8</td>
<td>HOLIDAYS</td>
<td>6</td>
</tr>
<tr>
<td>9</td>
<td>VACATIONS</td>
<td>7</td>
</tr>
<tr>
<td>10</td>
<td>RETIREMENT</td>
<td>8</td>
</tr>
<tr>
<td>11</td>
<td>HEALTH INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>12</td>
<td>DENTAL PLAN</td>
<td>9</td>
</tr>
<tr>
<td>13</td>
<td>SICK LEAVE</td>
<td>9</td>
</tr>
<tr>
<td>14</td>
<td>UNIFORMS</td>
<td>10</td>
</tr>
<tr>
<td>15</td>
<td>AEO LICENSES</td>
<td>10</td>
</tr>
<tr>
<td>16</td>
<td>LOSS OF PERSONAL ITEMS</td>
<td>10</td>
</tr>
<tr>
<td>17</td>
<td>JURY DUTY</td>
<td>11</td>
</tr>
<tr>
<td>18</td>
<td>PROMOTIONS</td>
<td>11</td>
</tr>
<tr>
<td>19</td>
<td>SENIORITY</td>
<td>11</td>
</tr>
<tr>
<td>20</td>
<td>SAFETY AND HEALTH</td>
<td>11</td>
</tr>
<tr>
<td>21</td>
<td>PERSONNEL FILES</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>Topic</td>
<td>Page</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>22</td>
<td>USE OF PERSONAL VEHICLES</td>
<td>12</td>
</tr>
<tr>
<td>23</td>
<td>GARBAGE CONTAINERS</td>
<td>12</td>
</tr>
<tr>
<td>24</td>
<td>NON-DISCRIMINATION</td>
<td>12</td>
</tr>
<tr>
<td>25</td>
<td>AMERICANS WITH DISABILITIES ACT</td>
<td>13</td>
</tr>
<tr>
<td>26</td>
<td>PROTECTION OF EMPLOYEES</td>
<td>13</td>
</tr>
<tr>
<td>27</td>
<td>GRIEVANCE PROCEDURE</td>
<td>13</td>
</tr>
<tr>
<td>28</td>
<td>ARBITRATION</td>
<td>15</td>
</tr>
<tr>
<td>29</td>
<td>MANAGEMENT RIGHTS</td>
<td>15</td>
</tr>
<tr>
<td>30</td>
<td>LEGISLATIVE ACTION</td>
<td>16</td>
</tr>
<tr>
<td>31</td>
<td>PEACEFUL RESOLUTION OF DISPUTES</td>
<td>16</td>
</tr>
<tr>
<td>32</td>
<td>SCOPE OF AGREEMENT</td>
<td>17</td>
</tr>
<tr>
<td>33</td>
<td>SEVERABILITY</td>
<td>17</td>
</tr>
<tr>
<td>34</td>
<td>DURATION</td>
<td>18</td>
</tr>
</tbody>
</table>
AGREEMENT between the INCORPORATED VILLAGE OF LLOYD HARBOR ("Village") 32 Middle Hollow Road, Huntington, New York 11743 and the CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, Village of Lloyd Harbor Highway Unit, 300 Motor Parkway, Hauppauge, New York 11788 ("CSEA").

1. RECOGNITION

The CSEA has been duly authorized to represent in collective bargaining the employees of the Highway and Sanitation Departments.

2. DEDUCTIONS

A. The Village agrees to make payroll deductions for CSEA membership dues and for group life, accident or health insurance premiums from employees who have signed authorization cards in accordance with Sections 93 and 93-b of the General Municipal Law and Article 14 of the Civil Service Law and for a credit union selected by the CSEA. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 11210 on a payroll basis. No other organization shall be accorded any payroll deduction privilege without the express consent and written authorization of the CSEA. CSEA indemnifies and holds the Village harmless from any claims, actions or proceedings of any kind, including attorney’s fees, in connection with the making of these deductions by the Village.

B. The Village will provide for an agency shop fee deduction provided that (1) the CSEA certifies to the Village that it has established a refund plan pursuant to subdivision three of section 208 of the Civil Service Law, (2) the CSEA furnishes a list to the Village of those employees subject to such deduction, and (3) the CSEA indemnifies and holds...
the Village harmless from any claim, action or proceeding of any kind, including attorneys' fees, in connection with the making of agency shop fee deductions by the Village.

C. The Village shall supply to the unit a list of all employees in the bargaining unit, showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deduction and first date of employment. Such information shall be provided to the unit on an annual basis.

3. **SALARIES**

A. The wage scale during the contract period shall be as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>06/01/99</th>
<th>06/01/00</th>
<th>06/01/01</th>
<th>06/01/02</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Algeria</td>
<td>$31,954</td>
<td>$33,232</td>
<td>$34,561</td>
<td>$35,944</td>
</tr>
<tr>
<td>Richard Byrnes</td>
<td>$33,771</td>
<td>$35,122</td>
<td>$36,527</td>
<td>$37,988</td>
</tr>
<tr>
<td>Steven Conroy</td>
<td>$40,819</td>
<td>$42,452</td>
<td>$44,150</td>
<td>$45,916</td>
</tr>
<tr>
<td>Thomas Coronna</td>
<td>$34,757</td>
<td>$36,147</td>
<td>$37,593</td>
<td>$39,097</td>
</tr>
<tr>
<td>Douglas Dyckes</td>
<td>$26,810</td>
<td>$27,883</td>
<td>$28,998</td>
<td>$30,158</td>
</tr>
<tr>
<td>James Eberhardt</td>
<td>$30,609</td>
<td>$31,834</td>
<td>$33,107</td>
<td>$34,431</td>
</tr>
<tr>
<td>Mark D. Murphy</td>
<td>$24,960</td>
<td>$25,958</td>
<td>$26,997</td>
<td>$28,077</td>
</tr>
<tr>
<td>Charles Guckenberger</td>
<td>$24,000</td>
<td>$24,960</td>
<td>$25,958</td>
<td>$26,997</td>
</tr>
</tbody>
</table>

B. Minimum Hiring Rate

The minimum hiring rate shall be as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>06/01/99</th>
<th>06/01/00</th>
<th>06/01/01</th>
<th>06/01/02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$24,000</td>
<td>$24,960</td>
<td>$25,958</td>
<td>$26,997</td>
</tr>
<tr>
<td>HEO/AEO</td>
<td>$26,000</td>
<td>$27,040</td>
<td>$28,122</td>
<td>$29,246</td>
</tr>
</tbody>
</table>
C. All employees, regardless of job classification, shall perform all duties assigned by the Highway Superintendent or his designee. The Village will endeavor to train employees on the use of Highway Department equipment.

D. Nothing contained herein shall prevent the Village from making such promotions among the employees as shall to the Village seem necessary or desirable and to increase the salary of any promoted employee accordingly.

4. **LONGEVITY**

The Village will grant longevity pay to each full-time member of the said Departments in accordance with the following schedule:

- 8th through 10th year, inclusive $200 per annum,
- effective June 1, 1999,
- 11th through 15th year, inclusive an additional $300 per annum,
- effective June 1, 1999,
- 16th through 19th year, inclusive an additional $400 per annum,
- effective June 1, 1999,
- 20th year and subsequent years, an additional $200 per annum.

In accordance with past practice, longevity is computed as of the first day of the fiscal year following the employee's anniversary date.

5. **OVERTIME PAY**

A. Overtime shall be paid only in cash except as otherwise provided to all employees at the rate of one and one-half times their straight time hourly rate for any time worked prior to or beyond their regularly scheduled work day. Employees may elect to
receive overtime in compensatory time at the rate of time and one-half not to exceed 40 overtime hours at any one time outstanding.

B. Employees who work on a holiday which falls on a normal work day shall receive time and one-half, plus the normal holiday pay.

C. When an employee is called in for work after his work day, he shall be guaranteed four hours of work at his overtime rate of pay. Such pay shall commence at the time the call is made provided that the employee reports within 45 minutes. If he is unable to report within 45 minutes, he shall be paid from 45 minutes before he actually reports. The guarantee of four (4) hours of work at the overtime rate of pay shall not apply, however, where the employee is called in within four (4) hours of the beginning of his regular work day. On days of garbage collection, employees shall not be assigned other duties upon completion of the garbage collection except for required maintenance of garbage trucks, except in an emergency situation.

D. When an employee is called in for work prior to his work day, he shall be guaranteed two (2) hours pay at his overtime rate of pay.

E. When an employee is called in for work, he shall make every effort to report promptly. During periods when predicted weather conditions make call-in likely, all employees shall do their best to be in condition to report promptly.

F. Overtime will be offered on an equitable basis to all employees. The Village shall conspicuously post an overtime list. Names will be selected in sequence from a roster established in order of individual seniority. Should the next employee in order of rotation not be qualified for the assignment, the next fully qualified employee will be given
the assignment. Any employee passed over will be given the next overtime assignment for which he is fully qualified.

6. **WORK SCHEDULE**

A. The working day shall be seven and one-half (7 ½) hours and the working week shall be thirty-seven and one-half (37 ½) hours, except as may be provided otherwise herein.

B. The normal work schedule will be as follows: Mondays through Fridays — 7:00 A.M. to 3:30 P.M., with a forty-five minute lunch period.

When sanitation employees complete their daily pickup they shall be permitted to go immediately to the dump and take their meal break afterward in the sole determination of the Highway Superintendent which determination shall not be subject to the grievance and arbitration provisions of the contract.

Employees shall receive two (2) weeks notice prior to any change in the above schedule.

C. All employees shall be granted one fifteen minute rest or coffee period daily. Such period shall be taken in the morning hours at a time agreeable to the Highway Superintendent or his designee.

D. Employees shall be granted 1 hour paid time on each pay day to cash checks.

7. **PERSONAL DAYS**

A. Each employee is hereby granted four (4) personal days for use in the event of weddings, legal matters and the like. The term "and the like" shall be given a broad interpretation.
B. In the last pay period of the fiscal year personal days not used will be paid for at straight time on the basis of the number of sick days used, according to the following schedule:

If up to 3 sick days have been used, 4 unused personal leave days will be paid for.
If 4 sick days have been used, 3 unused personal leave days will be paid for.
If 5 sick days have been used, 2 unused personal leave days will be paid for.
If 6 sick days have been used, 1 unused personal leave day will be paid for.
If more than 6 sick days have been used, no unused personal leave days will be paid for.

C. Bereavement leave will be granted to employees at the discretion of the Highway Superintendent or his designee.

8. **HOLIDAYS**

Employees shall be granted the following holidays with pay: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, Christmas Day and one-half day on Christmas Eve and New Year's Eve, provided, however, that if Christmas Eve or New Year's Eve falls on a garbage collection day, one-half day for each will be given on a day during the week, so as to permit garbage collection as usual.
If any of the above holidays falls on a Saturday, the preceding Friday will be granted as a holiday. If any of the above holidays falls on a Sunday, the following Monday will be granted as a holiday.

9. **VACATIONS**

A. 1) Vacations shall be calculated on the basis of the Village fiscal year. Vacation shall be taken after the end of the fiscal year in which it is earned.

2) Anniversary Date - If an employee is hired prior to December 1, his anniversary date is the preceding June 1. If an employee is hired on or after December 1, his anniversary date is the following June 1.

B. **EMPLOYEES HIRED BEFORE JUNE 1, 2000**

1) New employees - will earn vacation at the rate of one (1) day per month of employment up to a maximum of ten (10) work days.

2) Employees completing one (1) to nine (9) years of service, based on their anniversary date, will earn fifteen (15) work days per year.

3) Employees completing ten (10) to fourteen (14) years of service, based on their anniversary date, will earn twenty (20) work days per year.

4) Employees completing fifteen (15) or more years of service, based on their anniversary date, will earn twenty-five (25) work days per year.

C. **EMPLOYEES HIRED ON/OR AFTER JUNE 1, 2000**

1) New employees will earn vacation at the rate of one (1) day per month of employment up to a maximum of ten (10) work days.
2) Employees completing five (5) years of service, based on their anniversary date, will earn fifteen (15) work days per year.

3) Employees completing ten (10) years of service, based on their anniversary date will earn twenty (20) work days per year.

D. All employees will be permitted to carry over up to five (5) vacation days which must be taken within the first following fiscal year.

E. If an employee becomes hospitalized or otherwise confined for reason of sickness or injury while on vacation, the employee will be given vacation credit for the days so confined, provided the following conditions are met:

   1) The confinement shall be a minimum of four consecutive days duration.

   2) A certificate from a licensed physician shall be presented upon the employee's return to work. This certificate shall include the physician's name and address, the name of the patient, the dates of first treatment and discharge, the diagnosis of illness or injury, and the treatment prescribed.

   3) The Highway Superintendent or his designee shall be notified immediately if the employee intends to claim vacation credit.

   4) The application for vacation credit is approved by the Village Board.

D. **Vacations - Prior Service Credit.** After three (3) years of employment since last rehire, employees shall be credited with all prior active employment for the purpose of vacation benefits.

10. **RETIREMENT**
A. The Village will continue to maintain the career retirement plan provided pursuant to Section 75g of the Retirement and Social Security Law. The Village will continue to pay the cost of providing the guaranteed ordinary death benefit of section 60b of the Retirement and Social Security Law.

B. The Village will pay 65% of the cost of individual coverage and 45% of the additional cost of family coverage in the New York State Empire Plan (Core Plus Enhancements) for employees who retire with at least ten years of service.

C. An employee who has retired shall be eligible to continue the Employee Benefit Fund Package 7 subsequent to retiring as provided by COBRA. The cost of the continuing coverage shall be borne exclusively by the employee.

11. HEALTH INSURANCE

A. The Village shall pay the full cost of individual or family coverage in the New York State Empire Plan (CORE Plus Enhancements). The Village shall pay the same dollar amount which it would pay for the premium of the Empire Plan for any optional benefit plan but not in excess of the premium for such optional benefit plan.

B. The Village shall pay a health benefit allowance of $2,000 annually to any employee who has family coverage in the State Health Insurance Plan and withdraws from the Plan and a health benefit allowance of $1,000 annually to any employee who has individual coverage in the State Health Insurance Plan and withdraws from the Plan. Payment will be made after 12 months from the withdrawal date and annually thereafter. Employees who have withdrawn from the Plan may elect to return to the Plan in accordance with the Regulations of
the State Health Insurance Plan and shall be paid a pro rata amount for the part of the twelve months when there was no coverage.

12. **DENTAL PLAN**

The Lloyd Harbor CSEA unit will be enrolled at the expense of the Village in the Suffolk County CSEA Benefit Fund.

13. **SICK LEAVE**

The Village will continue its current policy of unlimited sick leave. The Village will not pay for the first day of sick leave beginning with the fifth occasion of absence during any contract year. Occasions of absence for which the employee collects Workers' Compensation shall not be counted. In any contract year an employee may use one vacation day to obtain pay that would otherwise be forfeited.

14. **UNIFORMS**

A. Village will pay $350 on June 1 of each year for the purchase and maintenance of uniforms. In the event an employee resigns or is terminated before the end of the year the Village is authorized to deduct from the employee's final paycheck the portion of the uniform allowance for the period of the year not worked. Uniform style and color will be selected by the Village and CSEA. Employees shall report to work in clean and properly maintained uniforms.

B. The Village will provide rain gear and work gloves as needed. Two pairs of boots will be provided, one pair insulated for warmth. Old equipment shall be turned in for

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1 An occasion of absence begins on the first day of absence and ends on the day the employee returns to work. If X is absent on Thursday, Friday and Monday (3 consecutive work days), works Tuesday, is absent Wednesday and Thursday and works Friday, he has had two occasions of absence.
exchange. The Village shall consult with the CSEA unit leadership as to make and style of boot and rain gear before purchase and distribution to members. The Village will provide each man with five T-shirts per year for summer uniforms.

15. AEO LICENSES

The Village will reimburse employees for their A.E.O. license fees.

16. LOSS OF PERSONAL ITEMS

An employee shall be compensated for the loss of or damage to personal items while said employee is on duty, to a maximum of $100 per incident. Items covered shall include clothing, personal equipment and accessories.

17. JURY DUTY

Any employee who serves on jury duty shall, upon proof filed with the Village, receive his normal pay while serving on the jury. Jury pay, however, excluding expenses, shall be turned over to the Village, as a credit against the pay the employee receives.

18. PROMOTIONS

A. The Village shall post all notices received by it of Civil Service examinations and new positions on the employees' bulletin board ten (10) working days prior to the filing date for examinations.

B. All promotions within the bargaining unit shall be from within the Village, provided the employee, in the opinion of the Board of Trustees, is qualified. In cases of two or more qualified individuals, seniority will prevail.

19. SENIORITY
Before the Village hires new employees, employees who have been laid off other than for cause within the preceding six (6) months shall be given the opportunity to apply for available jobs. Notice to laid off employees shall be sent to the last known address provided to the Village by the laid off employee by registered or certified mail, return receipt requested. If an employee, so notified, fails to apply for the available work within fifteen (15) calendar days from the date of receipt of return notice, he shall be removed from the seniority list.

20. SAFETY AND HEALTH

A. In the event that the Village is specifically advised in writing by the Suffolk County Health Department that an inoculation, vaccination, or other immunization is required that will help prevent any of its employees from contracting a disease that is attributable to the environment of the employees' work, the Village will furnish such inoculation, vaccination or other immunization at no cost to the employees.

B. The parties agree to work together to insure compliance with the Occupational Safety and Health Act.

C. At the sole discretion of the Village, two (2) employees may be assigned to trucks when deemed warranted for safety or other reasons.

21. PERSONNEL FILES

A. Upon request by an employee and upon reasonable notice, the employee shall be permitted to examine his official file, except for recommendations made prior to employment.

B. No material derogatory to an employee may be placed in his personnel file unless he has had an opportunity to read the material. The employee shall have the right to file an answer to the material filed.
22. **USE OF PERSONAL VEHICLES**

Employees will not be required to use personal vehicles in the performance of Village duties.

23. **GARBAGE CONTAINERS**

A. The Village confirms that garbage cans put out by residents must not exceed 32 gallons in size.

B. The parties agree to eliminate pit can pick-ups on the sanitation run.

24. **NON-DISCRIMINATION**

The CSEA and the Village agree not to discriminate in any way against employees covered by this Agreement, on account of race, religion, creed, color, national origin, political affiliation, sex, age or disability.

25. **AMERICANS WITH DISABILITIES ACT**

The Village, after notification to the CSEA, shall be permitted to take all actions required to comply with the Americans with Disabilities Act, as amended.

26. **PROTECTION OF EMPLOYEES**

A. The Village agrees to provide legal counsel of the Village's choice to defend any assaulted employee in any action arising out of an assault on the employee which, in the judgment of the Board of Trustees, is unprovoked, while the employee is on the business of the Village.

B. If an assault on an employee which, in the judgment of the Board of Trustees, is unprovoked, while the employee is on the business of the Village, results in loss of time, the employee shall be paid in full and such absence shall not be deducted from any sick time or
personal leave to which the employee is entitled.

C. Employees who have completed their probationary period shall not be disciplined or discharged without just and proper cause.

27. GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute arising out of the interpretation, application, performance or construction of the terms of this agreement or any alleged breach thereof including matters of discipline. An employee shall have the right to present a grievance with or without a representative of the CSEA, free from interference, coercion, restraint, discrimination or reprisal in the following manner:

Step 1. Within 10 work days after a grievance occurs, an employee shall present it in writing to the Highway Superintendent or his designee or it will be barred. The Highway Superintendent or his designee may discuss the grievance with the employee and CSEA representative, if any, and make such investigation as appropriate. Within 7 work days after presentation of the grievance, the Highway Superintendent or his designee shall give an answer in writing to the employee.

Step 2. If the grievance is not settled in Step 1, the grievance may, within 10 work days after the answer in Step 1, be presented in a written statement signed by the employee to the Board of Trustees or its designee. The statement shall set forth the nature of the grievance and the facts relating to it. The Board of Trustees or its designee may discuss the grievance with the employee and the CSEA representative, if any, and shall make such investigation as is appropriate and hold a hearing as it deems necessary. Within 30 work days after receiving the grievance the Board of Trustees or its committee shall give a written answer to the
employee.

Section 2. Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed barred. Failure to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.

Section 3. The Village may present a grievance by notice in writing sent to the CSEA at the address stated herein or delivered personally to the President of the CSEA. The CSEA shall respond to the Village grievance within 30 work days after receiving it.

28. ARBITRATION

Section 1. A grievance which has not been resolved within ten work days after completion of Step 2 or Section 3 of the grievance procedure, may be referred to arbitration by the CSEA or the Village. The arbitration shall be conducted by the American Arbitration Association under its voluntary labor arbitration rules.

Section 2. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. The award of the arbitrator shall be final and binding upon the Village, the CSEA and the employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 5. Any disposition of a grievance which is not referred to arbitration within the time limit specified shall be deemed barred.

Section 6. This grievance and arbitration procedure shall take the place of the
grievance procedure provided under Article XVI of the General Municipal Law and the
disciplinary procedures provided in Section 75 of the Civil Service Law.

29. MANAGEMENT RIGHTS

The Village has the exclusive right to manage its affairs, to direct and control
their operations, and independently to make, carry out and execute all plans and decisions
deemed necessary in their judgment for their welfare, advancement or best interests. Such
management prerogatives shall include but not be limited to the following rights:

1. To select, hire, promote, transfer, assign or lay off employees or
discontinue their positions.

2. To discipline employees for just cause by reprimand, fines, loss of vacation or
personal days, suspension without pay, demotion or discharge except that
employees who have not completed the probationary period may be disciplined
or discharged by the Village in its sole discretion without recourse to the
grievance and arbitration provisions of this agreement.

3. To maintain discipline and efficiency of employees.

4. To determine schedules of work including overtime.

5. To contract for performance of any of their services and increase or
decrease the scope thereof.

6. To install or remove equipment.

7. To establish and maintain reasonable operating rules and regulations.
30. **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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

31. **PEACEFUL RESOLUTION OF DISPUTES**

The CSEA and Village recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The CSEA and Village subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of normal duties necessary to the operation of the Village. The CSEA therefore agrees that there will be no strikes, work stoppages, or other concerted refusal to perform work or any instigation thereof by employees.

32. **SCOPE OF AGREEMENT**

This agreement disposes of all matters which are the proper subject of collective bargaining between the parties and no modification hereof shall be effective except by mutual consent of the parties evidenced in writing.

33. **SEVERABILITY**

In the event any provision of this agreement be adjudged in conflict with any law, ordinance or regulation of the State or the Federal government or any department thereof said provision shall be null and void but all other provisions of this agreement shall remain in full force and effect.
34. DURATION

This agreement shall remain in full force and effect for the period from
June 1, 1999 through May 31, 2003.

ATTEST:

__________________________________________
Village Clerk

INCORPORATED VILLAGE OF LLOYD HARBOR

By

Mayor

CSEA

By

Kenneth D.uthin