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**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF DEPEW

AND

**THE CIVIL SERVICE EMPLOYEES
ASSOCIATION, INC.**

LOCAL 1000, AFSCME, AFL-CIO

JUNE 1, 2006- MAY 31, 2011

RECEIVED 9/17/07

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THIS AGREEMENT, entered into this day of 2006, by and between the Village of Depew, a Municipal Corporation, hereinafter called the "Village", and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Depew Unit of Local #815, hereinafter called the "Union".

WITNESSETH

WHEREAS, it is the public policy of the Village to promote a harmonious and cooperative relationship between the Village and its employees; and

WHEREAS, it is the further policy of the Village to protect the public by assuring at all times the orderly and uninterrupted operations and functions of the government; and

WHEREAS, these policies are best effectuated under the Taylor Law by:

- a) Granting to its employees the right to organization and representation; and
- b) Requiring the Village to negotiate with and enter into written agreements with the Union representing public employees which have been certified and/or recognized: and

WHEREAS, the Village has recognized the Union for the purpose of negotiating collectively in the determination of the terms and conditions of employment as well as for the purpose of administering such terms and conditions of employment and investigation and processing of grievances; and

WHEREAS, the parties following extended and deliberate negotiations have reached certain understandings and desire to embody them in a formal agreement which the Board of Trustees of the Village pursuant to a resolution duly passed on the day of 2006.

NOW, THEREFORE, In consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE 1
RECOGNITION AND PAYROLL DEDUCTION

Section 1:

The Village hereby recognizes the Union as the sole bargaining agent for all the employees in the Depew Public Works Department with the exception of the Superintendent of Public Works, Clerk-Typist and Garage Maintenance Helper.

Section 2:

The Union affirms that it does not and will not assert the right to strike or to engage in other concerted stoppage of work or slow-down by its members against the Village nor to assist or participate in any such acts nor to counsel, advise, urge or impose upon its members an obligation to conduct, assist or participate in such a strike or other acts as herein defined. In the event that the Union or any of its members should violate any of the provision of this section, the Union or its said members shall be subject to all penalties imposed by law.

In a concomitant manner, the Village agrees that it will not lockout any employee covered under the collective bargaining unit as described in Section 1 of this Article 1.

Section 3:

(a) The employer shall deduct bi-weekly from the wages of each employee and remit on a monthly basis to the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, 143 Washington Avenue, Albany, New York 12210 or its designated agent regular membership dues and insurance premiums for those employees who authorize such deduction(s). The employer shall make such deductions exclusively for C.S.E.A. as the recognized bargaining agent for employees described in Section 1 of this Article and shall not grant this privilege to any other employee organization, Union or Association.

(b) The CSEA shall have the sole right to designate a representative of the CSEA Insurance Plans to visit the employees covered under this Agreement after working hours or during work breaks for the purpose of explaining the plans and/or adjusting claims, providing that the employer is notified and assurance is given that no inordinate interruption in the work of the employees will be involved. Deductions for all CSEA Insurance Plans including Life and Sickness and Accident shall be made by the Village.

(c) Agency Shop – CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not a member of CSEA. The input equivalent to the dues levied by CSEA and the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deduction will transmit these amounts to CSEA, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a listing indicating the name and address of those employees who are not members of CSEA. CSEA agrees to hold the Village safe and harmless because of said deduction.

ARTICLE 2
TERM

Section 1: This contract shall become effective ~~June 1, 2004~~ June 1, 2006 and remain in full force and effect until ~~May 31, 2006~~ May 31, 2011. If at the expiration of this contract, a new contract has not been concluded, the parties agree that this contract shall remain in full force and effect until a successor agreement has been executed by the officials of Civil Service Employees Association, Inc. Local 1000, AFSCME, AFL-CIO, Depew Unit Local #815 and the Village of Depew.

Section 2: It is the intent of the parties that during the term of this Agreement neither party shall have the right to insist upon negotiating any matter whether or not referred to in this Agreement.

ARTICLE 3
MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this Agreement and applicable law, the Village possesses the sole right to operate Village Government and all its authority, rights and responsibilities are retained by the Village. It is expressly recognized merely by way of illustration and not by way of limitation that such authority, rights and responsibilities include but are not limited to the right to determine the mission, purposes, objectives and policies of the Village, to direct all programs and operations of the Village; to establish, maintain and/or alter work and personnel rules and schedules of work; to recruit, hire, train, promote, transfer, schedule, set hours of work layoff and assign employees; to determine the work to be done and the standards to be met by employees, to determine new and/or changes in existing methods, facilities, means and number of personnel for the conduct of Village programs and operations; to contract out for any goods or service; to determine qualifications of employees and to suspend, demote, discharge and/or take any other disciplinary action against employees; and to take whatever action is necessary to carry out the functions of the Village.

ARTICLE 4
VACATIONS

Section 1: It is hereby mutually agreed that the Union employees are entitled to the following vacation benefits:

YEARS OF EMPLOYMENT	NUMBER OF VACATION DAYS
One (1) year of Employment	Five (5) days
Two (2) years but less than five (5) years of employment	Ten (10) working days
Five (5) years but less than ten (10) years of employment	Fifteen (15) working days
Ten (10) years but less than twelve (12) years of employment	Sixteen (16) working days Eighteen (18) working days
Twelve (12) years but less than fifteen (15) years of employment	Twenty-one (21) working days
Fifteen (15) years but less than seventeen (17) years of employment	Twenty-three (23) working days
Seventeen (17) years of employment	Twenty-seven (27) working days
Eighteen (18) years of employment	Twenty-eight (28) working days
Nineteen (19) years of employment	Twenty-nine (29) working days
Twenty (20) years of employment	Thirty-one (31) working days
Twenty-one (21) years of employment	Thirty-two (32) working days
Twenty-two (22) years of employment or more	Thirty-three (33) working days

Section 2:

Vacation request for the succeeding fiscal year (June 1 – May 31) shall be accepted throughout the month of April on the proper vacation form. Vacations submitted in April will take preference and be scheduled by seniority within the job classification. Full weeks will take preference over individual days. Any vacation time requests submitted after April will be scheduled on a first come basis within the job classification. Vacations not scheduled before the following February 1 will be scheduled for that employee by the Department Head. All scheduling will be based upon department needs as determined by the Department Head. Vacation compensation shall be granted at the beginning of the vacation period.

Section 3:

Upon death, retirement or other type of separation from service, an employee, his beneficiary or estate shall be paid at the employee's current daily rate of pay for each day of vacation leave accrued in the previous fiscal year in which one of the above events occurs. The employee, his beneficiary or estate shall be paid for all such leave days on which one of the aforementioned events occurred.

Section 4:

Each employee covered under this agreement shall use his vacation in accordance with the following unit format:

YEARS OF EMPLOYMENT	FIVE (5) OR MORE DAY UNITS	ONE (1) OR MORE DAY UNITS
One (1) year of employment	0	5
Two (2) years but less than five (5) years of employment	5	5
Five (5) years but less than (10) years of employment	10	5
Ten (10) years but less than twelve years of employment	10	6
Twelve (12) years but less than fifteen (15) years of employment	15	6
Fifteen (15) years but less than seventeen (17) years of employment	15	8
Seventeen (17) years of employment	20	7
Eighteen (18) years of employment	20	8
Nineteen (19) years of employment	21	8
Twenty (20) years of employment	23	8
Twenty-one (21) years of employment	24	8
Twenty-two (22) years of employment or more	25	8

Note: One or more units of five (5) days may be taken consecutively if the employee desires. Use of one (1) or more day units beyond the eight (8) shall be granted at the discretion of the Superintendent.

ARTICLE 5 **HOLIDAYS**

Section 1:

Paid holidays recognized and observed:

1. New Year's Day
2. Patriot's Day
3. Good Friday
4. Memorial Day
5. Fourth of July
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Village Election Day
11. Veteran's Day
12. Christmas Eve
13. Christmas Day
14. New Year's Eve
15. Employee's Birthday

NOTE:

In the event that a Holiday should fall on a Saturday the member shall have Friday off and if a holiday should fall on a Sunday, the member shall have Monday off. "Village Election Day" shall not constitute a holiday when it relates to a special Village election.

Section 2:

If two (2) holidays fall on the same day, the employee shall select another day off with pay for the holiday which was observed on the day on which the two (2) holidays fell.

Section 3:

In order to receive holiday pay an employee shall work on the last scheduled workday before the holiday and the first scheduled workday after the holiday. This provision shall be waived when the employee is on approved leave or when an emergency occurs preventing the employee from reporting to work. In such instance, the employee shall be deemed to have worked and shall receive his holiday pay as well as any other pay due the employee. In the event an employee calls in sick the day before or the day after a holiday, the Village may request a doctor's certificate when the employee calls in. In the event the employee fails to submit a doctor's certificate, he will not be paid for the holiday. When an employee is on either group insurance, disability or workers compensation, he shall not be entitled to holiday pay.

Section 4:

Notwithstanding the language of this Article V. an employee shall be allowed to celebrate his birthday within fourteen (14) calendar days prior to its occurrence or with fourteen

(14) calendar days following its occurrence by notifying in writing his immediate supervisor that he will celebrate such holiday on a work day other than the work day on which it falls or is designated to be celebrated by the terms and conditions of employment set forth in this Article V.

Section 5:

If an employee works any of the following holidays he will be paid two times his regular rate in addition to holiday pay: Easter, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

ARTICLE 6
SICK LEAVE

Section 1:

All members of the bargaining unit shall earn sick leave credits at the rate of one and one half (1 ½) days for each month such employee has been on full pay status for at least fifty percent (50%) of the working days of the calendar month. An employee may accumulate sick leave credits up to a maximum of 220 days.

New Hires – Employees hired after the signing of the contract shall receive one (1) sick leave day per month for the first five (5) years, then they shall receive one and one half (1 ½) days per month.

Section 2:

Sick leave credits may be used by an employee when incapacitated or unable to perform his duties by reason of:

- a) Sickness or injury
- b) Quarantine regulations
- c) Emergency medical or dental visits

When absence is required under this Article of more than four (4) hours, then the employee's leave accumulation shall be charged one (1) full day. When the absence is four (4) hours or less, then the employee's leave accumulation shall be charged one-half (1/2) sick day.

Section 3:

When absence is required under this Article, the employee shall report same to the Superintendent of Public Works or his designee at least one (1) hour before the employee's assigned starting time each day of such absence. In case of failure to report within the stated time limit, unless for reasons satisfactory to the Superintendent or his designee, the absence shall not be deducted from sick leave and shall be considered time off without pay. An employee on sick leave shall not absent himself from his residence or place of his confinement during his scheduled hours of work, except for necessary visits to his physicians, or such treatment as may be prescribed. An employee wishing to be absent from his residence or place of confinement for medical reasons as prescribed by his doctor, shall notify his department head or his designee.

Section 4:

A certificate of affidavit, showing incapacity or inability of the employee to perform his duties, issued by the attending physician, shall be filed with the Superintendent or his designee in case of an absence of more than four (4) consecutive work days. However, if the Superintendent or his designee has reason to believe there may be an abuse of sick leave privileges, such employee, where practicable, will be notified of such suspected abuse and thereafter may be required, irrespective of the duration of absence due to illness, to submit a doctor's certificate or affidavit indicating the specific nature of the disability and its duration. If an employee fails to submit proof of illness when required to do so, the absence shall not be deductible from sick leave and shall be considered as time off without pay. If the proof submitted, in the judgment of the Superintendent or his designee, reasonably does not justify the employee's absence, such absence shall not be deducted from sick leave and shall be considered time off without pay.

Section 5:

Employees who are unable to perform the duties of their employment because of an injury, for which the New York Worker's Compensation Board has allowed benefits as an occupational injury, shall receive leave with pay to be charged against accumulated sick leave. Any monies covering such period which is awarded by the Compensation Board shall be tendered to the Village.

Section 6:

Abuse of sick leave privileges shall be grounds for disciplinary action.

Section 7:

Upon death, retirement of an employee, the Village agrees that such employee shall be paid for all of his accumulated sick leave at the rate of pay he was receiving on his date of retirement or death or shall be allowed to use such leave to pay for the cost of the Health Insurance Program as provided under Section 3 of Article XIII. Upon death or retirement of an employee hired after January 1, 1996, the Village agrees that such employee shall be paid for ~~170~~ **185** days of his accumulated sick leave at the rate of pay he was receiving on his date of retirement or death or shall be allowed to use such leave to pay for the cost of the Health Insurance Program as provided under Section 3 of Article XIII. Computation of the monies available for the payment of health insurance premiums or for the cash payment shall be determined by multiplying the daily wage rate which the employee was paid on the date of his retirement or death by the number of days accrued sick leave the employee had on such date. If the employee selects the option of having his health insurance premiums paid after retirement and the monies available for the payment of those premiums become depleted, the retired employee shall be allowed to continue his coverage by paying the premium directly to the Village on a monthly basis. Similarly an employee who retires and takes the cash option shall be allowed to continue his coverage if he so desires, by paying the premiums to the Village on a monthly basis.

ARTICLE 7
HOURS OF WORK

Section 1:

The normal work schedule shall be forty (40) hours per week, and eight (8) hours per day unless otherwise provided in accordance with past practice.

Section 2:

It is agreed and understood that notwithstanding past practice, the Village shall designate and have the right to change the starting time for any employee or group of employees for any day. Such right, however, shall be exercised for disciplinary reasons and the Village will attempt to limit the number of times that a change is made in the starting time of any employee or group of employees.

Each employee covered under this contract shall be allowed a one-half (1/2) hour lunch period except in cases of emergency. In case of emergency the department head or his designee may request an employee to work all or a portion of his lunch period. Such work, however, shall be paid at the rate of one and one-half (1 1/2) times the employee's straight hourly rate. Additionally, the employee shall be allowed to complete his regular tour of duty on that day.

ARTICLE 8
PROBATIONARY PERIOD

There shall be a six (6) month probationary period for all new employees, at which time the Superintendent of Public Works may recommend said employee for permanent status in his department. A new employee shall be entitled to the retirement available under the New York State Retirement System for the term of this Agreement. After ninety (90) days of service in the department, a new employee shall be guaranteed Independent Health Encompass C Advantage Plan as set forth in Section 3 Article 13.

ARTICLE 9
RETIREMENT PLAN

The present retirement plan as amended on June 1, 1970 to allow employees to retire and receive retirement benefits after twenty-five (25) years of service shall be continued. Upon retirement an employee shall be entitled to additional service credit for all accumulated sick leave pursuant of Section 41J up to 165 days service credit towards retirement of the social security law.

ARTICLE 10
LONGEVITY

All employees shall be entitled to the following longevity benefits on the anniversary date of their hiring:

YEARS	LONGEVITY 6/1/06
3 years	515.50
5 to 10 years	1,108.33
10 to 15 years	1,211.43
15 to 20 years	1,314.53
20 to 25 years	1,417.63
25 or more years	1,494.95
YEARS	LONGEVITY 6/1/07
3 years	531.48
5 to 10 years	1,142.69
10 to 15 years	1,248.98
15 to 20 years	1,355.28
20 to 25 years	1,461.58
25 or more years	1,541.29
YEARS	LONGEVITY 6/1/08
3 years	547.96
5 to 10 years	1,178.11
10 to 15 years	1,287.70
15 to 20 years	1,397.29
20 to 25 years	1,506.89
25 or more years	1,589.07
YEARS	LONGEVITY 6/1/09
3 years	564.95
5 to 10 years	1,214.63
10 to 15 years	1,327.62
15 to 20 years	1,440.61
20 to 25 years	1,553.60
25 or more years	1,638.33
YEARS	LONGEVITY 6/1/10
3 years	582.46
5 to 10 years	1,252.28
10 to 15 years	1,368.78
15 to 20 years	1,485.27
20 to 25 years	1,601.76
25 or more years	1,689.12

Said benefits shall be increased each year by the amount of increase of the wages. This shall be paid by the Village in a lump sum on the first payroll period in the month of December and thereafter in December of each year throughout this agreement.

ARTICLE 11
UNION BUSINESS

Section 1:

Upon sufficient written notice to the Superintendent or his designee, time off with pay will be granted duly authorized Union Representatives to attend official Union functions and/or conventions, but not to exceed an aggregate of ten (10) working days in any contract year. However, up to a maximum of two (2) unused business days per year may be carried over during the life of this Agreement.

Section 2:

A duly appointed grievance representative shall be allowed to investigate and process grievances for reasonable periods of time without loss of pay.

Section 3:

The Union shall provide written notification to the Village within seven (7) calendar days following election or selection of Union Representatives, Officers or other Union official. Failure on the part of the Union to so timely notify shall release the Village from any obligation to grant time off with pay under Section 1 & 2 set forth above until the Union provides notification as provided in this Section.

Section 4:

A copy of the published minutes of the meetings of the Village Board shall be reserved for and made available to the Union.

ARTICLE 12
FUNERAL LEAVE PAY

Section 1:

All employees will be allowed ~~three (3)~~ **four (4)** days off , with pay, in the event of death of a spouse, parent or child. Three (3) days off , with pay, in the event of death of a sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents or any other relative who is an actual member of the immediate household.

Section 2:

Employees shall be granted one (1) day off to attend funerals for aunts, uncles, first cousins, nieces or nephews.

ARTICLE 13
SURVEY OF HEALTH AND LIFE INSURANCE

Section 1:

A \$20,000 death benefit will be provided for each employee which is available to the Village under Section 60-B of the New York State Retirement Plan at no cost to the employee.

The Village will provide and pay the full cost of the EBF Platinum-12 Vision Care Plan.

Section 2:

During the term of this agreement, the Village agrees to pay one hundred percent (100%) of the cost of Encompass C or *Flexfit* plan ~~which shall include a \$15 Doctors Office visit co-pay and \$7/15/30 drug co-pays.~~

New employees shall pay 10% for the first fifteen (15) years of employment.

The Village agrees to reimburse any other differences between the A plan (Gold Plan) and the Encompass C Plan including but not limited to the following:

Procedure	A Plan	C Plan	Village Reimbursal
Emergency Room	\$35	\$50	\$15
Ambulance Service	\$0	\$25	\$25
Mental Health (Outpatient)	\$15/50%	50%	50% less \$15
Radiology	\$0	\$20	\$20
Outpatient Surgery	\$8	\$15	\$7
Prosthetics	\$0	50%	50%

The Village agrees to reimburse for any other differences between the A (Gold Plan) and the C Plan that may have been missed in the list above.

The Village will continue to offer employees the option of selecting health insurance coverage under Blue Cross/Blue Shield (with Rider 45 – Medical cosmetic surgery, Rider 47 – Medical Waiver of Waiting Period, Rider 48 – Out of Area Medical Benefits). Such program shall include Blue Cross and Blue Shield Major Medical Rider, as well as the Prescription Drug Rider C - \$5.00 co-pay. The Village will also offer Community Blue and Univera Plans however, any difference in the cost between the Independent Health plan and any other coverage will be paid by the employee.

The Village will provide and pay for the full cost of EBF Equinox Dental Plan – Family.

Employees selecting Blue Cross/Blue Shield will be reimbursed \$75.00 per year (single) and \$125.00 per year (family) at the end of each contract year. To qualify the employee must be on the payroll for the full contract year.

The Village further agrees that when an employee retires, the Village will pay one-half (1/2) the cost of Independent Health Plan between the ages of 58 and 65. If an employee retires prior to the age of 58, the Village will allow him to stay on the plan in effect at the time. At age 58, the above paragraph will apply.

The Village will pay to an employee who retires and upon reaching 65, \$50.00 per month toward a supplemental health insurance plan. The retired employee shall produce evidence that the supplemental health insurance is not otherwise covered.

The Village, CSEA and Flexcare, through the formation of a joint Health care committee, will continue to explore possible alternative health options. The savings shall be shared equally.

Section 3:

The Village hereby agrees to provide all full time employees of the Public Works Department a Group Insurance Program offered by CSEA. The Village will pay the entire cost of said program and the Union will make arrangements prior to the effective date, to submit to the Village an invoice and copy of said insurance coverage. Payment of such coverage shall be on an annual basis. The Village will notify, discuss and consult with CSEA-DPW before changing carriers for such coverage.

ARTICLE 14

PERSONAL LEAVE, JURY DUTY AND VOLUNTEER FIREMEN

Section 1:

Personal Leave Accumulation: Employees shall be granted personal leave not to exceed five (5) days per year for the purpose of religious observance held or personal business not specifically covered elsewhere in this Agreement. Two (2) days notice of such request should be given to the Superintendent of Public Works. The specific reason for the absence need not be elaborated upon in their request.

Any earned, unused personal leave shall be applied to and treated as sick leave credits subject to the maximum accumulation limits set forth in the sick leave provision in this Agreement.

Section 2:

If an employee has to serve on jury duty, he shall be paid his regular working hours while attending said jury service and shall surrender to the Treasurer of the Village any funds he receives while serving as juror.

Section 3:

Any Volunteer Fireman called to active duty during working hours shall be excused with no loss of pay, sick leave, personal leave or vacation credits.

ARTICLE 15

MAINTENANCE OF BENEFITS

All conditions or provisions beneficial to employees, now in effect which are not specifically provided for elsewhere in this Agreement, shall remain in effect for the

duration of this Agreement, unless mutually agreed otherwise between the Village and the Union.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

Section 1: Application for leave without pay.

Application for leave of absence without pay for any reason cited in this provision shall be filed by the employee with the head of his department. Such application shall state the reasons for the requested leave and the duration thereof. If approved by the head of the department, the application shall be granted only when finally approved by the Village Board. It is understood that such employee shall accrue seniority while on leave of absence and will be permitted to return to the same Class title within the same department. A request for a leave of absence shall be answered within seven (7) days.

Section 2: Leave of Absence because of extended illness.

When an employee has exhausted all of his sick leave credits and is still incapacitated and unable to perform the duties of his position, or if the attending physician has recommended a period of rest and convalescence, the department head shall grant leave of absence without pay for a period not to exceed one (1) year. This may be extended by the Village Board.

Section 3:

Any employee, who is required or ordered to report for military or naval duty, shall be granted military leave, with no loss of seniority. All years spent in active services while the employee is on leave will be considered time worked for seniority purposes, not to exceed four (4) years.

Section 4: Leave for Educational purposes.

On the approval of the department head, permanent employees shall be granted leave of absence without pay for a period of one (1) year for the purpose of acquiring additional education. This leave may be extended by the Village Board.

Section 5: Leave for other reasons.

Leave of absence without pay, for reasons other than those cited in this provision, may be granted by the department head only in unusual circumstances, which in the judgment of the department head, justifies the granting of such leave.

ARTICLE 17
SETTLEMENT OF DISPUTES

Section 1: Grievance Procedure

(a) Any grievance or dispute, which may arise between the parties including the application, meaning or interpretation of the Agreement, shall be settled in the following matter.

Section 2: Submission of Grievance

(a) Within ten (10) working days of the events giving rise to a grievance, the employee(s) and/or his Union Representative shall be allowed to submit a written grievance to the immediate supervisor of the employee. Within ten (10) working days of the date, the employee(s) and/or his Union Representative submits the grievance, the immediate supervisor shall prepare and transmit his answer to the employee(s) and his Union Representative. If the answer is a denial, the reason(s) shall be set forth within the written response of the immediate supervisor.

(b) If a satisfactory settlement or disposition is not made within five (5) days from the date of the written submission of the grievance, the employee and/or the Union may within ten (10) days thereafter submit the grievance with the answer of the said immediate supervisor, with any reply thereto, to the Superintendent of Public Works. He shall schedule a meeting to be held not later than ten (10) days after the date of the receipt of the grievance and any accompanying papers, at his office, at which time the employee and/or the Union is entitled to be present. The Superintendent of Public Works shall, within five (5) days thereafter, set forth in writing his answer to the grievance.

(c) If the employee(s) and/or his Union Representative is not satisfied with the decision of the Superintendent of Public Works, the employee(s) in conjunction with his Union Representative shall be allowed to submit the grievance to the Mayor or his representative for review within ten (10) working days of the date of receipt of the Superintendent's answer. The Mayor or his representative shall schedule an informal hearing with the Union Representative and the employee(s) within ten (10) working days of receipt of the appeal from the employee(s) Union Representative. The Union Representative in the presence of the aggrieved employee(s) shall be allowed to present oral argument as well as written documentation regarding the grievance at such hearing. Within ten (10) working days following the date of the hearing, the Mayor or his representative shall transmit an answer in writing to the employee(s) and his Union Representative.

(d) If the employee(s) and/or the Union are not satisfied with the Mayor's or his representative's answer, they may within ten (10) working days after receipt of his answer, request of him that the matter be submitted to an impartial arbitrator to be selected from a panel of at least three (3) arbitrators mutually agreed upon by both parties and requested from the Public Employment Relations Board (PERB) and processed in accordance with its accepted rules and procedures. The arbitrator shall issue his decision within thirty (30) days after the conclusion of testimony and argument. His decision shall be final and binding upon the parties.

- (e) The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His authority shall be limited to deciding only whether a specific article and section of this Agreement has been violated.
- (f) Failure of the Union or of an employee to take any of the action authorized by this Article within the time limit shall constitute a waiver of the right to proceed further and shall terminate the proceeding.
- (g) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Village and the Union.
- (h) Each grievance shall be in writing on a form approved by the Board of Trustees. The approved form shall:
1. Identify the grievance.
 2. The provision of this Agreement shall be identified which is involved in the grievance.
 3. Time and places and, if known, the identity of the persons responsible for causing such events or conditions and a general statement of the grievance redress sought by the grievant.

ARTICLE 18 **OVERTIME**

Section 1:

Whenever an employee is authorized by his supervisor to work overtime, such employees shall receive pay for all hours worked in excess of forty (40) hours worked in any given week. This rate shall be paid at one and one half (1 ½) times his regular rate of pay. All paid leave shall be considered as time worked for the computation of overtime.

Section 2:

If an employee is required to work on a day set forth in this Agreement as a holiday, he shall receive his regular days wages plus time and one half (1 ½) his regular hourly rate of pay for every hour worked. Any overtime work performed on Easter Sunday shall be treated as work performed on a holiday and compensated accordingly.

Section 3:

Overtime shall be distributed as equally as possible among the employees qualified to do the work.

Section 4:

It is understood that when overtime has been previously scheduled or is necessary as a result of an emergency, such overtime is mandatory and may not be refused except for just cause. Should the employee refuse such overtime and not show just cause, he shall

subject himself to discipline. The Village requests that whenever possible or practicable, an employee who is absent from his residence during extreme weather conditions should notify the Superintendent or his designee at the plant or their residence as soon as possible of his whereabouts and his availability to work overtime.

In other than the emergency or previously scheduled situation described above, when the services of an employee are needed for overtime work, if he notifies the Superintendent or his designee immediately that he does not wish to accept the overtime work, he will be excused as soon as a qualified replacement can be secured.

Section 5:

If an employee is called prior to his previously scheduled starting time, such employee shall be allowed to complete his regular tour of duty.

Section 6:

If an employee is called while on vacation he shall receive one (1) hour compensatory time off for every hour so worked.

Section 7:

Notwithstanding the other provisions of this Article, any employee who is requested to work after he has left the work site following his regularly scheduled shift will receive a guaranteed four (4) hours pay at one and one half (1 ½) times his straight time hourly rate. If an employee is called into work prior to his normal starting time and works at least three (3) hours, he shall receive the four (4) hours call in as set forth herein. If the employee works less than three (3) hours, he shall be guaranteed time and one half (1/2) for the hours or part thereof worked prior to the start of the workday. Employees who work in excess of hour (4) hours shall continue to be paid one and one half times their hourly rate.

Section 8:

- (a) Employees assigned to plow trucks, who are required to work four (4) hours of overtime, shall be marked as accepting a callout (AC) on the callout list.
- (b) The above procedure will also include employees assigned to any front-end loader or grader on snow removal.
- (c) Employees assigned to emergency equipment will be rotated where possible, when vacancies exist; among qualified employees. (Superintendent's discretion).
- (d) Any employee who takes "stand-by-duty" for a foreman, and works at least four (4) hours of overtime will be marked as accepting a callout (AC) on the callout list.
- (e) Any employee who is called out prior to his scheduled starting time, but not receiving his three (3) hours to guarantee his four (4) hour callout, will have his name marked as accepting a callout (AC) when his total hours would exceed four (4) hours.

ARTICLE 19

MISCELLANEOUS

Section 1 & Section 2:

Employees covered by this Agreement shall be provided with gloves, necessary rainwear and one (1) pair of safety shoes per year.

Employees may combine both shoe and clothing allowance, which can be used in any combination for both or either in the amount totaling four hundred and fifteen (\$415.00) dollars.

Shoe vendors include Iron Age, Lockport Surplus, Red Wing, Wear and Gear and McKay's and shall be mutually selected by the parties and shall supply shoes to members of the bargaining unit. Where shoes are purchased through the vendors, the Village will be billed directly by the vendors. Shoes are to be purchased no later than April 30th of each year and shall be OSHA approved.

So long as the employee's supervisor is notified on the same day of the incident, the Employer agrees to pay for the replacement or repair of any safety shoe(s) which are damaged or destroyed while the employee is at work and is performing his duties for the Village of Depew.

Section 3:

Any employee wishing to take Civil Service Examinations for promotion within the Public Works Department will be granted time off with pay.

Section 4:

All benefits under this Agreement will commence from the first day of the month following the completion of three months of employment with the Village.

Section 5:

Health Insurance under this Agreement will commence on the first day of the month following the completion of three months of employment with the Village.

Section 6:

All employees shall receive a list from the Department Head every six months stating the amount of sick leave, vacation and personal leave he has accrued.

Section 7:

The Village shall pay six (6) dollars meal allowance for any employee working in excess of ten (10) consecutive hours. The Village agrees to pay the employee any meal allowance monies on the first payday following the pay period in which it is earned.

Section 8:

Any employee called in other than regularly scheduled work hours to perform the duties of the animal control officer shall receive the normal call in pay.

Section 9:

It is understood that all employees shall be required to wear safety shoes in the performance of their duties, except when a doctor's certificate indicates that safety shoes would be injurious to their health or for other sufficient reasons approved by the Superintendent or his designee. Failure to do so without approval of the Highway Superintendent may result in an employee being relieved of duty without pay for the remainder of the workday. When an employee is on either disability or workers compensation, the employee shall not be entitled to purchase safety shoes until he has returned to work.

Section 10:

The Village will provide coveralls for all employees in the mechanics title. There shall be two (2) changes of these coveralls per week. The Village will provide for one (1) set of overall change for garage use.

Section 11:

The Village agrees to provide for paid time off for one half (1/2) day plus the total cost of the test in obtaining any mandated endorsements for current CDL holders: however, this does not pertain to license renewals.

ARTICLE 20
SENIORITY

Section 1:

- (a) After completion of six (6) months of satisfactory service with the Village, any employee who is covered by the current Agreement, shall not be dismissed from the service of the Village or disciplined by the Village without just cause.
- (b) If said employee is dismissed or disciplined after the specifications indicted in paragraph (1) of this Article, he will be entitled to recourse under the grievance procedure contained in this Agreement.
- (c) Since the employer is the prosecuting party in all such action, the burden of proof necessary to dismiss or discipline said employee shall be the employer's burden. Any employee who is suspended from work without pay shall be suspended to maximum of thirty days without pay.

Section 2:

Seniority and qualifications is the factor which will prevail in case of promotion, demotion, lay-off, recall and reduction-in-force, according to employees qualifications. An employee's seniority date shall be on the date he begins his employment with the Department of Public Works of the Village of Depew.

Section 3:

In case of job abolishment, reduction-in-force, lay-off and recall, the following procedure shall prevail:

- (a) The employee involved shall have the right to replace another employee who has a lesser seniority date, providing however, that the replaced employee has the same title.
- (b) If any employee cannot replace anyone within his title because of lack of seniority, he may replace someone in another title, with less seniority, if qualified.
- (c) Employees shall be recalled in reverse order of layoff.
- (d) Any employee separated from service pursuant to this section shall receive payment for all accumulated leave accruals.

Section 4:

If a vacancy occurs within the Village, the following procedure shall prevail:

- (a) The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show (i) job title, (ii) rate of pay, (iii) location and (iv) a space for interested employees to sign their names.
- (b) After five (5) working days the most senior employee shall be offered the job if he meets the following qualifications: (i) physical ability, (ii) aptitude and (iii) seniority. With (i) and (ii) being equal, (iii) will prevail.
- (c) The Village Board shall act on the appointment within three (3) Village Board Meetings from the receipt of the recommendation from the Superintendent.

ARTICLE 21
WAGES

Section 1:

Effective June 1, 2006, each employee covered under this Agreement shall receive increases in his hourly rate according to Appendix A, which has been made a part of this Agreement, which shall correspond to the following increases:

<i>6/1/06-5/31/07</i>	<i>3.1%</i>
<i>6/1/07-5/31/08</i>	<i>3.1%</i>
<i>6/1/08-5/31/09</i>	<i>3.1%</i>
<i>6/1/09-5/31/10</i>	<i>3.1%</i>
<i>6/1/10-5/31/11</i>	<i>3.1%</i>

Section 2:

Employees in the title of Laborer, who posses a CDL (Commercial Drivers License), shall have an additional hourly rate increase of twenty-five (\$.25) per hour.

ARTICLE 22
PERSONNEL FILES

Each employee covered under this Agreement shall have the right and be given the opportunity to review his personnel record, upon written request, submitted five (5) days prior thereto and he will be given copies of any portion of his records which he requests. The employee will be allowed to insert, into his records a written, dated and signed response to any item contained in his records.

ARTICLE 23
OUT OF TITLE

If an employee of the Village of Depew who is covered under this Agreement is requested by the Superintendent of Public Works to work in a higher title for one (1) hour or more in any one (1) day, the employee shall be paid the difference in pay between the employee's regular pay and the pay he would have received if he encumbered the higher title. The monies owed the employee shall be paid in the pay period following out-of-title work rather than semi-annually. The selection process for out-of-title work will be made from among qualified employees at the discretion of the Superintendent.

ARTICLE 24
LABOR MANAGEMENT COMMITTEE

The parties of this Agreement agree that a Labor-Management Relations Committee shall be instituted. The Committee shall consist of three (3) Union representatives, the Superintendent of Highways and two (2) foremen. Said committee will meet monthly to discuss matters pertinent to this Agreement.

ARTICLE 25
EMPLOYEE LISTS

A list of all employees, their date of hire, their specific grade of title and their rate of pay shall be made available to the Union President upon request.

ARTICLE 26
SUSPENSION OR REVOCATION OF LICENSE

Any employee, whose job requires the driving of a vehicle, and who is unable to do so because his license has been revoked or suspended, shall be subject to demotion during the period his license has been suspended or revoked.

ARTICLE 27
SEPARABILITY

Section 1:

If any article or part thereof of this Agreement or any addition thereto should be decided as in violation of any federal, state or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a court of law, the remaining articles of the Agreement or any addition thereto shall not be affected.

Section 2:

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article of part thereof.

ARTICLE 28
NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to begin negotiations for a successor to this Agreement in the last fiscal year of this Agreement following written notice by one party to the other party that it wishes to begin negotiations. Such notice may not be given later than February 1st of the last fiscal year of the Agreement. Negotiations will commence within thirty (30) days. Failure to provide written notice in the last fiscal year of this Agreement shall constitute a bar to negotiating a successor Agreement. The parties may by mutual consent extend any time limit set forth in this paragraph, provided that any such extensions must be evidenced by a written memorandum signed by both parties.

ARTICLE 29
DRUG AND SUBSTANCE ABUSE POLICY

The Village of Depew is committed to providing employees a safe and drug-free workplace. Employee use of illegal drugs/substances or abuse of alcohol interferes with effective job performance and creates safety hazard.

The Village of Depew, hereinafter referred to as the “Village” and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, hereinafter referred to as the “Union” are parties to a collective bargaining agreement. The Village had agreed to implement 100 percent screening of all employees for illegal drug and alcohol abuse. In accordance with Section 204 of the New York State Public Employees’ Fair Employment Act, the parties hereby agree to the following alcohol and drug testing procedures.

Alcohol and Drug Testing Procedure

Section 1: FHWA Regulations

1.1 Compliance with FHWA Regulations: Where applicable, the Village’s Alcohol and Drug Testing Program shall be in compliance with the Federal Highway Administration regulations, 49 CFR Parts 382, 391, 392, 395, as they pertain to employees who operate Commercial Motor Vehicles in interstate or intrastate commerce which are over 26,001 pounds or are designated to transport sixteen or

more passengers, or are used to transport hazardous materials and are subject to commercial drivers license requirement, 49 CFR Part 383.

1.2 Implementation Date of FHWA Regulations: The program and its procedures shall be implemented on January 1, 1996.

Section 2: Notice Requirements

2.1 Village's Policy: The Village shall promulgate a policy on the misuse of alcohol and use of prohibited drugs and shall provide a copy of the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana, cocaine opiates, amphetamines and phencyclidine. At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol or drug test.

2.2 Alcohol & Drug Information: The Village shall provide required educational material to each covered employee which explains the requirements of the Federal Regulations. At a minimum, the materials shall include detailed information which meets the requirements of 49 CFR Part 382.60 9b), Part 654.71 (b), part 653.25.

Section 3: Testing Procedure

3.1 Tests for Alcohol: Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath-testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices.

3.1.1 The Village reserves the right to require employees to submit to an alcohol test in a situation where the employee is involved in an accident and/or there is reasonable cause to believe that alcohol use is a contributing factor to an accident. Where such test is required, the employee shall be advised that he/she can consult with a Union representative, as long as the Union representative can respond without causing a delay in the testing process.

3.2 Test for Prohibited Drugs

3.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Service (DHHS) certified laboratories.

3.2.2 In accordance with the Federal Regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers.

3.2.3 A specimen may be tested only for cocaine, marijuana, opiates, amphetamines and phencyclidine. If the test result if the primary specimen is positive, the employer or the Medical Review Officer shall notify the employee that he/she has 72 hours in

which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the Medical Review Officer shall direct, in writing, the laboratory to provide the split specimen to another DHHS certified laboratory for analysis. A specimen may not be used to conduct any other analysis or test.

3.2.4 The Village reserves the right to require an employee to submit to a drug test in any situation where the employee is involved in an accident and/or there is reasonable cause to believe that drug use is a contributing factor to the accident.

Section 4: Random Testing

4.1 Random Alcohol Tests: The Village shall administer random alcohol testing as determined by the annual rate of positive test for all employees covered by the Federal Regulations.

4.2 Random Drug Tests: The Village shall not administer random drug testing to more than 50% of the employees annually covered by Federal Regulations.

4.3 Union Observation: During random test, the employee may request an appropriate Union representative to be present to observe the testing. Reasonable efforts shall be made to contact the Union representative. The Union acknowledges that the representative may not interfere with the testing.

4.4 Selection of Employees: The Village shall select employees for testing only through a computer based random number generator utilizing employee social security numbers. Upon request, the Village shall provide the Union with a list of all employees tested, as well as the computer-generated list, so the Union may check on "randomness".

4.5 In the event that the testing requires the employee to stay beyond their normal working hours the Village shall pay overtime for such time.

Section 5: Reasonable Suspicion Testing

5.1 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall receive formal training. Such training must be completed before the supervisor can require an employee to undergo a test.

5.2 Removal based on Behavior Alone: Whenever no approved testing devices are available and an employee is removed from his/her safety-sensitive function based on behavior and/or appearance alone, the employee shall be assigned to duties outside performance of safety-sensitive functions, or the employee shall be sent home without loss of pay or leave credits. The employee shall not be subject to any disciplinary action.

5.3 Right to Representation: When a decision is made to test, the employee shall be advised that the employee can consult with a Union representative, as long as the Union representative can respond without undue delay. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting a Union representative.

5.4 In the event that the testing requires the employee to stay beyond their normal working hours the Village shall pay overtime for such time.

5.5 If an employee reports to work and it has been determined that he/she is unable to perform their job due to reasonable suspicion or positive testing, a properly trained supervisor, and if available, a trained Union representative, will transport him/her home from the job site. If employee fails to comply, the police will be notified.

Section 6: Consequences of Positive Test

6.1 Discipline for possession of alcohol while on duty, during meal periods/breaks, on Village premises, or in Village vehicles will be dealt with by the Village of Depew on a case-by-case basis.

6.2 Levels of Disciplinary Actions:

Disciplinary action as set forth below will be taken under each of the described circumstances, and will be waived every five (5) years if negative test results have occurred.

A) First Positive Test Result

Either of the following occurrences will count as a first positive:

With an EBT of 0.02 or greater but less than 0.04, the employee will be removed without pay from duty for a minimum of 24 hours.

With an EBT of 0.04 or greater, or if tested positive or prohibited drug use, the employee will be removed without pay from duty for a minimum of 24 hours and be referred to a Substance Abuse Professional (SAP) for evaluation.

B) Second Positive Test Result:

Either of the following occurrences will count as a second positive:

With an EBT of 0.02 or greater but less than 0.04, the employee will be removed without pay from duty for a minimum of 24 hours, and will be referred to a Substance Abuse Professional (SAP) for evaluation and will be given one (1) additional day off without pay.

With an EBT of 0.04 or greater, or if tested positive for prohibited drug use, the employee will be removed without pay from duty for a minimum of 24 hours and will also be given five (5) additional days off without pay. The employee will be referred to a Substance Abuse Professional (SAP) for evaluation. It is expected that the employee will comply with the SAP's recommendations with written verification to the Village. If the employee does not comply with the Substance Abuse Professional (SAP) recommendations, an additional thirty (30) days off without pay will be given. If compliance does not occur, then Step 3 may be enforced.

C) Third Positive Test Result:

With an EBT of 0.04 or greater, or if tested positive for prohibited drug use, the employee may be subject to termination from employment. Such action taken any the Village shall be subject to the provisions of Article (20) Twenty Section 1 of the collective bargaining agreement.

Section 7: Referral Evaluation and Treatment

7.1 Designation of Substance Abuse Professional:

Employee assistance for alcohol and drug abuse shall be directed to the Village Physician for referral to a Substance Abuse Professional.

7.2 Rehabilitation Program:

The Village shall make available rehabilitation programs through established health insurance programs. Any additional cost involving the use of the SAP and the rehabilitation programs shall be borne by the Village, not to exceed the coverage provided by the employee's insurance carrier (e.g.) if carrier provides three months of rehabilitation, the Village will provide an additional three months if necessary. Any cost after this time frame shall be borne by the employee.

7.3 Leave of Absence:

A leave of absence will be allowed for treatment on an in-patient or outpatient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation, personal leave or other accrued leave time up to the limits set forth in the collective bargaining agreement, other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights, which may apply under ADA, FMLA or other relevant laws.

7.4 Limited Duty:

The Village shall make every effort to assign the employee to duties within the employee's job description if the employee chooses to participate in an outpatient rehabilitation program but does not take a leave of absence. Those duties will not involve safety sensitive functions.

Section 8: Savings Clause

8.1 In the event that any portion of this Article should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, unless that would lead to unjust or impractical results. Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this Article.

ARTICLE 30
LEGISLATIVE REVIEW

Section 1: Pursuant to the requirement of Section 204, (a) of the New York State Public Employees' Fair Employment Law, the following notice is made part of this Agreement:

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

IN WITNESS WHEREOF, the parties set their hands this _____ of _____, 2006

Mayor – Joseph G. McIntosh
Village of Depew

Lewis J. Heltman
Depew Village Unit, Local #815

Thomas Finger
Western Region- Labor Rel. Spec.
Civil Service Employees Assn, Inc.
Local 1000, AFSCME, AFL-CIO

APPENDIX A

HOURLY RATE SCHEDULE

Title	6/1/06	6/1/07	6/1/08	6/1/09	6/1/10
Working Crew Chief	22.60	23.30	24.02	24.77	25.53
HEO	21.86	22.53	23.23	23.95	24.70
MEO	21.44	22.11	22.80	23.51	24.24
Stock Clerk	21.11	21.77	22.44	23.14	23.86
Laborer I	20.70	21.34	22.00	22.69	23.39
Laborer II	19.34	19.94	20.56	21.20	21.85
Maintenance Man	21.08	21.74	22.41	23.11	23.82
Head Mechanic	22.60	23.30	24.02	24.77	25.53
Mechanic's Helper	21.62	22.29	22.98	23.69	24.43
Auto Body Repair Worker	21.62	22.29	22.98	23.69	24.43
Account Clerk	21.44	22.11	22.79	23.50	24.23
Auto Mechanic	22.14	22.82	23.53	24.26	25.01

Laborer with CDL

Laborer I	20.95	21.59	22.25	22.94	23.64
Laborer II	19.59	20.19	20.81	21.45	22.10