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Title: **Villanova, Town of and International Brotherhood of Teamsters (IBT), Local 264 (2008)**

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

Local: **264**

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BC/9262

AGREEMENT
BETWEEN
TOWN OF VILLENOVA
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

EFFECTIVE
JANUARY 1, 2008 - DECEMBER 31, 2010

LEGISLATIVE REVIEW

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.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Villenova in the purpose of this Agreement to promote harmonious and cooperative relationships between said Department and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Villenova, hereinafter referred to as the "Employer" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 **RECOGNITION**

Section 1.1 - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Town of Villenova Highway Department employees including all full-time and regular part-time machine operators, mechanics and Deputy Highway Superintendent. Excluded is the Highway Superintendent and seasonal employees.

Section 1.2 - The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

ARTICLE 2 **DEFINITIONS**

PART-TIME EMPLOYEE

Section 2.1 - A Regular Part-time employee is an employee who works on a scheduled basis for at least twenty (20) hours per week but not more than forty (40) hours per week for a minimum of eight (8) consecutive weeks.

Section 2.2 - Part-Time employees are entitled to the protection and benefits afforded by this collective bargaining agreement only to the extent specifically stated in the appropriate section. It is agreed to that part-time employees will not be entitled to any benefits listed under Articles 13, 14, 15, 16, 17, 18, 19, 21 and 22 of this collective bargaining agreement.

ARTICLE 5
DUES CHECK OFF AND AUTHORIZATION

Section 5.1 - An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A. Upon receipt of the Authorization from an employee, the Town shall pursuant to the authorization deduct from the wages dues the employee each pay period.

Section 5.2 - The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227

Section 5.3 - The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

Section 5.4 - A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Employer of his desire to discontinue or to change such authorization in writing any by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

Section 5.5 - Agency Shop: Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

Section 5.6 - If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 5.7 - On the effective date of this Agreement, the Employer shall supply to the Union at the address listed in 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, home address, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 9
ACCESS TO EMPLOYEES

Section 9.1 - Each contract year, the Employer will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Employer of any change of address, phone number, name and/or marital status. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

ARTICLE 10
UNION BUSINESS

Section 10.1 - Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise his Department Head of the grievance and schedule the activity at a time mutually agreeable to all.

ARTICLE 11
DISCIPLINE & DISCHARGE

Section 11.1 - An employee shall not be disciplined, suspended or discharged except for just cause. Any employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed. The Employer will provide the Union with copies of any and all disciplinary notices imposed upon the employee within forty-five (45) calendar days of the date of said penalty is imposed.

Section 11.2 - The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which they consider are unreasonable.

ARTICLE 12
HOURS

Section 12.1 - The work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week, or four (4) consecutive days (Monday through Thursday) consisting of ten (10) hours per day and forty hours per week. Those full-time employees reporting to work on Monday shall be guaranteed forty (40) hours of work for said week. The decision to work either a five (5) day week or a four (4) day week is that of the Highway Superintendent.

Section 12.2 - The normal shift hours will be set by the Highway Superintendent based on the season of the year.

Section 12.3 - Any employee called for emergency duty in addition to or outside of said employees normal shift described above shall be guaranteed a minimum of four (4) hours of pay at the rate of one and one half (1 & ½) said employees hourly wage.

**ARTICLE 15
VACATIONS**

Section 15.1 - Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
1 year but less than 3 years	1 week
3 years but less than 10 years	2 weeks
10 years but less than 20 years	3 weeks
20 years and over	4 weeks

Section 15.2 - The vacation period shall be from January 1 to December 31 with no closed weeks or shut down weeks.

Section 15.3 - To be eligible for earned vacation as listed, an employee must work one hundred (100) days in the previous contract year. Holidays, personal days, vacation days, bereavement days, jury duty days, bona fide sick leave days shall be considered as days worked. If an employee does not work one hundred (100) days in the previous contract year, said employee shall be entitled to vacation benefit or pay on the following basis; for each month during the previous contract year in which an employee worked eight (8) days or more said employee shall be entitled to one twelfth (1/12) of vacation benefits.

Section 15.4 - Employees hired on or after July 1, vacation seniority for the purpose of this Article starts with January 1 following his date of employment and he will be paid one-twelfth (1/12) of one weeks vacation pay for each month he works eight (8) days from his date of employment to the following January 1. Said accrual of vacation benefit may be taken as time off or paid to the employee on January 1. Employees hired on or before June 30 of any calendar year, his vacation seniority will start with January 1 prior to his date of employment.

Section 15.5 - If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 15.6 - An employee who is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 15.7 - Vacations must be scheduled with the Superintendent four (4) weeks prior to the time off, subject to approval by Highway Superintendent. Such approval shall not be unreasonably denied.

Section 15.8 - Unless otherwise approved by the Highway Superintendent, no more than one employee will be entitled to vacation leave at a time.

ARTICLE 19
LEAVE FOR JURY DUTY

Section 19.1 - On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk.

Section 19.2 - Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

Section 19.3 - Employees will return to the Town any monies received for jury duty service.

ARTICLE 20
LEAVE OF ABSENCE WITHOUT PAY

Section 20.1 - Application for leave without pay may be filed by an employee, in writing, with the Head of the Department. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Department Head, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in sole discretion of the Town Board.

ARTICLE 21
RETIREMENT

Section 21.1 - The Employer will continue to provide subject to correction, retirement benefits now provided pursuant to Section 75 (i) and Article 14 of the New York State Retirement Law and Social Security Law for all full-time and regular part-time employees.

ARTICLE 22
HEALTH INSURANCE

Section 22.1 - The Employer will provide all bargaining unit employees of the Town of Villenova with the Teamster Select Plan. Town will include dental option #1 to be paid for by the Town, and the Town will include the Vision Plan to be paid for by the Town employees. Any new employees hired after January 1, 2008 will contribute ten percent (10%) toward the cost of their medical insurance including dental for the first five (5) years of employment, except for vision which will be paid for by the employee. After five (5) years the Town will pay the full cost of their health insurance, including dental option, except for vision which will be paid for by the employee.

Section 22.2 - In the event an employee is off on a work related disability or Worker's Compensation leave, the Employer will continue to pay the full premium for health insurance for a period of up to twelve (12) months provided said employee has exhausted all benefit time.

Step 2:

If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within fourteen (14) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitrator, providing such written submission is made within (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted either by the American Arbitration Association. The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 24.3 - Employer Grievance - Any grievance submitted by the Employer shall begin directly at Step 2 of the procedure.

Section 24.4 - Discharge or Discipline - A grievance contesting discharge or disciplinary suspension must be filed directly at Step 2 within five (5) calendar days after discharge or disciplinary suspension; otherwise, the grievance shall be deemed waived. On all other grievances, the time limits in the Steps above must be met by the grievant; otherwise, the grievance shall be deemed waived.

Section 24.5 - Time Limits

- a. The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.
- b. The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 27
DURATION AND TERMINATION

Section 28.1 - This Agreement shall be effective as of the 1st day of January 2008, and shall continue in full force and effect until the 31st day of December 2010.

Section 28.2 - If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 28.3 - This Agreement shall be binding upon the Employer and its successors, assignees, lessees or transferees of the Employer or any other parties to contracts with the Employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by members of the bargaining unit represented by the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 30 day of May 2008.

FOR THE UNION:

FOR THE EMPLOYER:

Bradley R. Haag B/A
5/30/08

Yvonne M Park

**APPENDIX B
WAGE RATES**

Effective	1/1/08	1/1/09	1/1/10
Full-Time Employee Machine Operators	\$13.95	\$14.60	\$15.50
Regular Part-Time Employee	\$9.95	\$10.60	\$11.50

Persons assigned to the position of "Deputy Highway Superintendent" will receive a once per year stipend in the amount of \$300.00.

All wages are to be retroactive to 1/1/2008

New employees hired after 1/1/2008 will be on twelve (12) month probation. Those employees on probation will receive eighty (80%) percent of the prevailing wage rate. After completing six (6) months of their probation the pay rate of those new employees will increase to ninety (90%) percent of the prevailing wage rate. After completing their probation time their pay rate will increase to the prevailing wage rate.

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Section 2.3 - The use of part-time employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

Section 2.4 - Part-time employees shall receive the right of first refusal on any full-time position based upon their seniority as a part-time employee.

SEASONAL EMPLOYEES

Section 2.5 - Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.6 - The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time or regular part-time employees and will not result in a reduction of the work force.

**ARTICLE 3
MANAGEMENT RIGHTS**

The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Employer; to direct, deploy and utilize the work force; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

**ARTICLE 4
NO STRIKE CLAUSE**

Section 4.1 - The Union recognizes the status of the Town of Villenova Highway Department employees as "public employees" and the provisions of the law applicable thereto.

Section 4.2 - The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

Section 4.3 - No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 6
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1 - The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 6.2 - In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

Section 6.3 - All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.4 - The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf on the Union.

Section 6.5 - The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6.6 - The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 7
MAINTENANCE OF BENEFITS/STANDARDS

Section 7.1 - All conditions or practices beneficial to employees, now in effect which are not specifically provided for in this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Union.

ARTICLE 8
BULLETIN BOARD

Section 8.1 - The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 13

OVERTIME

Section 13.1 - All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employees hourly rate.

Section 13.2 - Should the Town ever agree to move to a four (4) day (10) hours per day work week, it is agreed that the overtime rate of one and one-half (1 & 1/2) the employees hourly rate will commence for all hours worked in excess of ten (10) hours per day.

Section 13.3 - Employees will be able to choose to receive compensatory time at a rate of one and one half (1½) hours for every hour of overtime, up to a maximum of twenty (20) hours per year of compensatory, which equals thirty (30) hours of straight time. Only one (1) employee can be off on compensatory time at any given time, two (2) weeks notice must be given to Superintendent to take compensatory time. Compensatory time not used during the calendar year will be paid in December. Thereafter, until the end of the calendar year the employees cannot elect to receive compensatory time; until on and after January 1 of the next year.

ARTICLE 14

HOLIDAYS

Section 14.1 - Paid Holidays observed by the Town of Villenova Highway Department will be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Section 14.2 - Holidays falling on Saturday will be observed on the previous Friday and Holidays falling on Sunday will be observed on the following Monday.

Section 14.3 - Any employee who is on the payroll or bona fide sick leave will receive holiday pay.

Section 14.4 - Holidays will be paid at the employees straight time rate. If an employee is required to work on a holiday or a day celebrated as a holiday, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

Section 14.5 - Beginning in the contract year 2004, all full-time employees will receive an additional holiday which will take place on the Employee's Birthday, or another date that is mutually agreeable between the Employee and Highway Superintendent.

ARTICLE 16
SICK LEAVE

Section 16.1 – In 2008, full-time employees will be entitled to six (6) paid sick days per year and may accumulate up to thirty-three (33) days.

Section 16.2 - Sick leave credits may be used in units of not less than one (1) day. However, in the event of an employee becoming ill on the job, he may take sick leave credit for one-half (1/2) day provided that he has worked at least four (4) hours on that particular day.

Section 16.3 - A record of the employee's approved sick leave shall be kept by the Department Head and shall be related to the employee upon request.

Section 16.4 - Any absence due to sickness of two (2) consecutive days shall entitle the Employer to request a Physician's certificate.

Section 16.5 - The Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

Section 16.6 – When an employee retires from Town service, he will be entitled to a cash out of 50% of then current value of his unused sick days. If the Employee desires, he may instead, have the full then current value of his sick leave credits paid for his health insurance by the Town.

ARTICLE 17
FUNERAL LEAVE

Section 17.1 - In the event of death in the immediate family of an employee, the employee shall be granted three (3) paid consecutive leave days immediately prior to funeral.

Section 17.2 - The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Grandchildren, Stepparent, Stepchildren, Half-Brothers and Half-Sisters.

Section 17.3 - In the event of death of Brother-in-law, Sister-in-law, Spouses Grandparents and Step-Grandparents the employee shall be granted one (1) day leave with pay.

ARTICLE 18
PERSONAL LEAVE

Section 18.1 - Effective January 1, 2002 all full-time employees shall be granted three (3) paid leave days per year for the purpose of conducting personal business. These days will be increased to five (5) in 2005.

Section 22.3 – Each full-time employee of the Town of Villenova shall have the option of repudiating health insurance coverage. Providing such employee repudiates health insurance coverage, said employee shall be entitled to an annual cash payment of one thousand dollars (\$1,000.00). Said payment shall be made in the first pay period of the month of December.

ARTICLE 23 **SENIORITY**

Section 23.1 - Seniority shall be defined as length of full-time continuous service from the date of hire with the Employer.

Section 23.2 - In the event of a lay off, seniority shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off. It is understood that seasonal employees must be laid off first then regular part-time employees before any full-time employees are laid off.

Section 23.3 - Any recall of laid off employees shall be in the inverse order of lay off.

Section 23.4 - Seniority shall terminate upon:

1. Discharge for just cause.
2. Voluntary quitting of job.
3. Layoff for a period of over one (1) year.
4. Employees on layoff will be notified of recall by certified letter, and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 23.5 - All new employees shall be probationary for a period of twelve (12) months during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

ARTICLE 24 **GRIEVANCE PROCEDURE**

Section 24.1 - Defined - A grievance is any controversy between the Town and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 24.2 - Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

ARTICLE 25
SUBCONTRACTING

Section 25.1 – The Employer agrees not to subcontract our exclusive bargaining unit work that results in the layoff or continued layoff of bargaining unit employees.

Section 25.2 – It is agree nothing in this Article shall restrict the Town from loading and hauling sand and gravel as has historically been the practice of the Town.

Section 25.3 - Nothing contained in this Article shall affect the Town's ability to subcontract should a bona fide emergency situation arise.

ARTICLE 26
GENERAL PROVISIONS

Section 26.1 – Employees will be reimbursed by the Town of Villenova up to one hundred (\$100.00) per year for the purchase of footwear and/or clothing that is suitable to perform their duties upon turning in a receipt to the Town.

Section 26.2 – One (1) set of rain gear, and three (3) pairs of gloves will be furnished and paid for by the Employer and replacements shall be issued upon return of worn items.

Section 26.3 – During snow removal operations, employees may request a wingman. The Highway Superintendent may not unreasonably deny a wingman when shelving.

Section 26.4 – The Union and the Employer recognize the importance of Community Service. Accordingly those members who are active in the South Dayton/Forestville Fire Department will be permitted to attend emergency calls during their working hours without suffering a reduction in pay.

Section 26.5 – The Employer agrees to maintain a sanitary workplace with hot and cold running water, as well as water that is suitable for drinking.

Section 26.6 – Employees shall be paid in accordance with the wage rates set forth in Appendix B of this agreement.

Section 26.7 – In the event of the death of a Town employee the Town will pay any accrued and unused time to the employee's estate.