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

Local: **264**

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BC/9216

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
VILLAGE OF ALLEGANY
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AFFILIATED WITH
THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE
JUNE 1, 2008 - MAY 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 19 2009

ADMINISTRATION

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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 therefore, shall not become effective until the appropriate legislative body has given approval.

STATEMENT OF PURPOSE

It shall be the policy of the Village of Allegany and the purpose of this agreement to promote harmonious and cooperative relationships between the Village and its employees, and to protect the public by assuring at all times, orderly and uninterrupted operations and functions. This agreement is made between the Village of Allegany, hereinafter referred to as the "Employer" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to 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 full time employees employed by the Village of Allegany Department of Public Works. Excluded is the Highway Superintendent, Deputy Superintendent of the Department of Public Works and seasonal employees. This agreement shall not apply to those Village of Allegany Department of Public Works employees while they are engaged in non Department of Public Works duties for the Village of Allegany (ie., part time police officers, etc.).

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

ARTICLE 2 DEFINITIONS

FULL TIME EMPLOYEES

Section 2.0: Individuals hired by the Village of Allegany Department of Public Works and who are guaranteed a forty (40) hour work week.

PART TIME EMPLOYEES

Section 2.1: Individuals hired by the Village of Allegany Department of Public Works to regularly work less than forty (40) hours per week.

Section 2.1A: Part time employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

SEASONAL EMPLOYEES

Section 2.2: Individuals rendering summer assistance, (May 1 – October 31) will be considered seasonal employees.

Section 2.3: Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.4: The use of seasonal employees will not infringe upon or cause a reduction of the paid hours of full time employees below forty (40) hours per week, and will not result in a layoff of the full time employees currently in the work force.

Section 2.5: The Village agrees not to employ seasonal employees if any member of the bargaining unit is on layoff and the laid off member of the bargaining unit is able to perform the necessary work.

CALL OUT OVERTIME WORK

Section 2.6: An employee is "called out" for emergency overtime duty if (a) the emergency duty work occurs outside of, or in addition to the employee's normal shift; and (b) the employee is informed of the emergency duty after hours, or outside of his or her shift.

SCHEDULED OVERTIME WORK

Section 2.7: An employee is "scheduled" for overtime work if he or she is informed of the need for overtime work during his or her regular shift.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 3.1: 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 determine the nature and extent of work; to schedule operations, including the right to change work schedules; to layoff and recall employees; to discharge or suspend employees for just cause; to promulgate 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 Village of Allegany Department of Public Works 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, except in the event of a strike.

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 Village shall deduct the authorized dues from the employee's wages each pay period.

Section 5.2: The Employer following each pay period will transmit the dues 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 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 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, upon authorization by the employee and upon compliance with the applicable sections of the NY Civil Service Law by the Union, be continued for the term of this agreement or the expiration of the applicable law, whichever comes first. 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 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 check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative.

Section 5.7: On the effective date of this agreement, the Employer shall supply to the Union at the address listed in Section 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, insurance deductions and first date of employment. Any changes in such information shall thereafter be provided to the above.

ARTICLE 6 PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1: The provision of this agreement, shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, 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 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, disability, 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 of the Union.

Section 6.5: The Union recognizes its responsibilities 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 employees is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 7 CONTRACTING OUT

Section 7.1: The use of outside contractors, temporary employees, work release individuals, and other such non-bargaining unit people are permitted, provided that such use will not infringe upon or cause reduction of the paid working hours of full time employees below forty (40) hours per week and will not result in a reduction of the full time employees in the work force.

Section 7.2: The Village agrees to not employ the services of any of the non-bargaining unit groups listed in Section 7.1 above if a member of the bargaining unit is on layoff and if the laid off member of the bargaining unit is able to perform the necessary duties.

Section 7.3: The Village agrees to not employ the services of any of the non-bargaining unit groups listed in Section 7.1 above if a member or members of the bargaining unit can reasonably, efficiently, and, on a timely basis perform the work, and if they are willing and able to do so either on a regular time or an overtime basis.

Section 7.4: Nothing contained in this article shall affect the Village's ability to utilize outside sources of help should a bona-fide emergency situation arise.

ARTICLE 8 BULLETIN BOARD

Section 8.1: The Employer agrees to provide suitable space for the union bulletin board. Posting by the Union on such board is to be confined to official business of the Union. The Employer will provide said bulletin board.

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, or marital status. Failure to do so may result in disciplinary actions taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

Section 9.2: Business Agents of the Local shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that this agreement is adhered to. Such access shall not interfere with the normal operations of the Employer's facility. Access shall be limited to one (1) hour per day with prior notification given and approval by the Village Board of Trustees.

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, if under one (1) hour in length. If such time exceeds one (1) hour, then the Union will reimburse the Employer. 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 written disciplinary notices imposed upon the employee within three (3) calendar days of the date said penalty is imposed. Any and all existing written disciplinary notes that are currently part of the employees file with the Village of Allegany shall remain in that employee's file.

Section 11.2: The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which it considers are unreasonable.

ARTICLE 12
HOURS

Section 12.1: The normal work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week.

Section 12.2: The normal shift shall be from 7:00am to 3:30pm.

Section 12.3: A summer schedule from Memorial Day to Labor Day will be in effect if mutually agreed to by the members of the bargaining unit and the Employer. Such schedule would consist of four (4) consecutive days (Monday through Thursday) or (Tuesday through Friday) consisting of ten (10) hours per day and forty (40) hours per week.

Section 12.4: The Summer shift when in effect shall be from 6:00am to 4:30pm.

Section 12.5.1: Any employee called out for emergency duty in addition to or outside of said employee's normal shift described above shall be guaranteed a minimum of three (3) hours pay at the overtime rate of one and one-half (1 & ½) said employee's hourly wage. If an employee is called out, the employer reserves the right to retain the employee for a full three hours.

Section 12.5.2: Any employee scheduled for overtime water and sewer checks on Saturday, Sunday or Holidays will receive two hours pay at the overtime rate of one and one-half (1 & ½) said employee's hourly wage. Any employee scheduled for any other overtime work shall be paid for the hours worked in addition to or outside of said employee's normal shift at the overtime rate of one and one-half (1 & ½) said employee's hourly wage.

Section 12.6: All employee are to receive one-half (1/2) hour unpaid lunch period per day and two (2) fifteen (15) minute rest periods per day, with one in the morning and one in the afternoon.

Section 12.7: The Employer reserves the right to have employees punch in at the start of the work days, punch out for lunch if they leave the premises, whenever they leave work for any reason during working hours and at the end of their work days.

ARTICLE 13 OVERTIME

Section 13.1: All hours worked in excess of eight (8) hours per day and in the excess of the regularly scheduled forty (40) hours per week shall be paid at the rate of one and one-half (1 & ½) the employee's hourly rate. See Section 13.2 below.

Section 13.2: When working scheduled ten (10) hour shifts, time and one-half (1 & ½) will be paid for all hours worked in excess of ten (10) in one day.

Section 13.3: Employees will have the option to receive cash payment for overtime or compensation time. (Example: Eight (8) hours overtime equal twelve (12) hours of compensation time or pay). Said compensation time is not to exceed forty (40) hours.

Section 13.4: All compensation time requests shall be submitted to the departments head at least one (1) week prior to the start date. All such requests shall be in writing.

Section 13.5: All employees are to decide by the end of the work week if they choose cash payment of compensation time for overtime. Overtime will be paid unless the employees note on their time sheet that they request hours to be used for compensation time.

Section 13.6: Compensation time must be taken by December 31st of the applicable year. At that time the employees will be paid for any remaining compensation time.

Section 13.7: An employee required to work four (4) hours of overtime following a regular full work day, shall be granted one-half (1/2) hour off with pay. An additional one-half (1/2) hour off with pay shall be granted to each subsequent four (4) hour period of overtime.

Section 13.8: All hours paid shall be considered hours worked for the calculation of overtime pay.

Section 13.9: There shall be no pyramiding of overtime pay rates.

**ARTICLE 14
HOLIDAYS**

Section 14.1: Paid Holiday observed by the Village of Allegany Department of Public Works will be as follows:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve
- Floating Holiday

Section 14.2: Holidays falling on Saturday will be observed on the previous Friday (or Thursday if on a ten (10) hour schedule) and Holidays falling on Sunday will be observed on the following Monday (or Tuesday if on a ten (10) hour schedule).

Section 14.3: Any employee who is on the payroll or on bona fide long term sick leave of one (1) month or more will receive holiday pay.

Section 14.4: Holidays will be paid at the employees straight time rate. If any employees are 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 & ½) for each hour worked.

Section 14.5: To be eligible for Holiday Pay, an employee must work his last scheduled day before the Holiday and the next scheduled day after the Holiday.

**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:

Years of Service	Vacation Benefit	
1 year but less than 2 years	1 week	(5 days)
2 years but less than 8 years	2 weeks	(10 days)

8 years but less than 10 years

3 weeks (15 days)

Employees with ten (10) years of continuous service are entitled to an additional one and one-half day (1 & ½) of vacation for each year over ten (10) years of continuous service up to a maximum vacation of twenty-five (25) days per year.

Section 15.2: Employees may schedule their vacation in seniority sequence subject to the Department of Public Work's Superintendent's approval, with no closed weeks or shutdown weeks. Only one employee may be on vacation at a time, unless otherwise approved by the Department of Public Works Superintendent.

Section 15.3: If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 15.4: Employees must use vacation time in the year earned, as vacation credits will not be permitted to be carried over. As a result, reasonable requests by employees for vacation shall not be unreasonably denied. Vacation requests may be denied to protect the health and welfare of Village residents.

Section 15.5: An employee who retires, or 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 15.6: Vacations shall be scheduled with the Superintendent with as much notice as practically possible prior to time off for days exceeding two (2) days in duration. Such approval shall not be unreasonably denied.

Section 15.7: No employee shall suffer a reduction in any vacation benefits as a result of this agreement.

Section 15.8: Transition Period. For employees hired during the year the days provided for vacation and paid absenteeism will be prorated from the date of hire to the following January 1st. After that, service will be calculated on a calendar year basis. (January 1 to January 1).

ARTICLE 16 SICK LEAVE

Section 16.1: Each contract year, current full time employees will be entitled to two (2) sick days per year per full year of service, accrued on an annual basis, which may accumulate to a maximum of twenty-two (22) days in one year. Maximum accumulation for any employee shall be 250 sick days. Employees hired after the date of ratification shall be limited to a maximum of sixteen (16) days in one year.

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 Payroll Department and shall be related to the employee upon request.

Section 16.4: Any absence due to sickness of three (3) or more consecutive days will permit the employer to request a physician's certificate. An employee's failure to provide a requested certificate may result in loss of sick pay and/or disciplinary action. The Village may, at its option and its expense, have the employee examined by a doctor of its choice.

Section 16.5: Reinstatement of Sick Leave: When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following layoff, sick leave credits accumulated at the time of layoff shall be restored.

Section 16.6: If an employee retires from Village service at the age of 55 with 15 years of service, the Village agrees to pay normal HMO hospitalization premiums for up to two (2) years, based on one (1) months coverage for every ten (10) days of accrued sick leave.

Section 16.7: If, at the employee's retirement, that employee has accumulated unused sick days, those unused sick days shall be forfeited unless they are used pursuant to Sections 16.6 above.

Section 16.8: The Village will provide New York State Disability insurance and provide full pay for the first week of disability, provided that the employee has sufficient sick time available, whether due to sickness or disability. Thereafter, the employee will receive New York State disability payments, and if the employee elects to treat each subsequent day as day of sick leave, the employee will endorse over to the Village the New York State disability benefit and receive sick pay in lieu of such disability benefits.

ARTICLE 17 FUNERAL LEAVE

Section 17.1: In the event of death in the immediate family of any employee, the employee shall be entitled, at his option, to the next three (3) work days off with regular pay to arrange for and attend the funeral and burial.

Section 17.2: The immediate family shall be defined as: husband, wife, children, stepchildren, mother, father, mother-in-law, father-in-law, stepmother, stepfather, brother or sister, grandparents, brother-in-law and sister-in-law.

Section 17.3: The above time listed in Section 17.1 shall not be deductible from sick leave or vacation time.

ARTICLE 18 PERSONAL LEAVE

Section 18.1: All full-time employees shall be granted two (2) paid leave days per year for the purpose of conducting personal business.

Section 18.2: Request for personal leave must be submitted to the department head in writing at least twenty-four (24) hours in advance, except in an emergency, unless waived by the Superintendent of the Department of Public Works.

Section 18.3: Personal leave is not cumulative from year to year.

ARTICLE 19 LEAVE FOR JURY DUTY

Section 19.1: If an employee is selected to perform jury duty, he will receive his normal pay during his absence, and may keep any fees received while serving as a juror.

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 Village Board and leave of absence shall be granted or denied in sole discretion of the Village Board. The Village Board will set forth conditions for the leave as granted.

ARTICLE 21 RETIREMENT

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

ARTICLE 22 HEALTH INSURANCE

Section 22.1: The employer will continue the practice of providing all full-time employees of the Village of Allegany with the choice of NYS Teamsters Council Health and Hospital Fund or a similar health insurance plan. Members will become participants of the Fund as per stipulation. The Village will assume the cost of the plan, if elected to participate, as follows:

Year 2009	\$12,308.52 per employee per year
Year 2010	\$13,436.76 per employee per year
Year 2011	\$14,713.32 per employee per year

In the event that there is a price increase beyond the Village's control, the employees will be responsible for the difference above and beyond the above figures.

In the event that the insurance in effect is discontinued for any reason, any new costs associated with the new carrier shall not exceed those listed above as per year.

Section 22.2: In the event an employee is off on 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.

Section 22.3: If either the Village or Union, during the duration of this contract, can find comparable health insurance plans at the reduced cost to the Village, both parties may agree to opt to change the existing plan upon mutual agreement.

Section 22.4: All employees hired after the date of ratification shall receive health insurance with the following cost sharing plan with the employer: Date of hire to six (6) months 80% employer and 20 % employee. Seven (7) months through twelve (12) months 85% employer and 15% employee. Thirteen (13) months through eighteen (18) months 90% employer and 10% employee. Nineteen (19) months through twenty-four (24) months 95% employer and 5% employee. After twenty-four (24) months of employment, health insurance shall be paid in full by the employer.

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.

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 be terminated 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 one-hundred eighty (180) calendar days 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 Village 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 the aggrieved party's immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it will be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within ten (10) 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 shall have the right to submit such grievance to arbitration, providing such written submission is made within ten (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 Federal Mediation and Conciliation Service, the American Arbitration Association, or the New York State Public Employment Relations Board. 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 decide 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: Time Limits:

- a) The time within which an appeal may be filed at the 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 by the Employer and the Union.

**ARTICLE 25
GENERAL PROVISION**

Section 25.1: The Employer will provide each employee \$150.00 per year for work shoes. Work shoe purchases shall meet OSHA requirements.

Section 25.2: Employees shall be paid in accordance with the wage rates set forth in Appendix B of this agreement.

Section 25.3: The Employer agrees to maintain a sanitary work place with hot and cold running water, as well as water that is suitable for drinking.

**ARTICLE 26
DURATION AND TERMINATION**

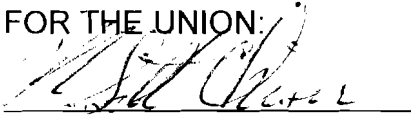
Section 26.1: This agreement shall be effective as of the first day of June 2008, and shall continue in full force and effect until the 31st day of May 2011.

Section 26.2: 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.

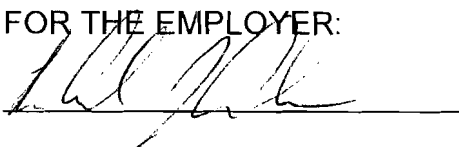
Section 26.3: This agreement shall be binding upon the Employer, the Union and its successors and assigns.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the 4th day of May, 2009.

FOR THE UNION:



FOR THE EMPLOYER:



Mayer

APPENDIX A
UNION MEMBERSHIP/DUES CHECKOFF AUTHORIZATION CARD

**APPENDIX B
WAGE RATES**

Effective	6/1/2008	6/1/2009	6/1/2010
Basic Full Time Employee-Hourly Compensation	\$17.20	\$17.70	\$18.20

The Village values a skilled and versatile work force. Accordingly, bargaining unit members who possess a valid Water License shall receive additional compensation as follows:

- a) Those who possess a Class C and/or Class D Water License shall receive an additional \$.10 per hour compensation.
- b) Those who possess a Class B Water License shall receive an additional \$.15 per hour compensation.

All wages are to be retroactive to 6/1/2008.

The Employer reserves the exclusive right to determine the compensation rate for newly hired employees during their probation, provided that such rate does not exceed that of the current basic full time employee compensation rate.

Longevity Pay: To be paid on or about December 15th of each year based on the following schedule:

Length of Service as of (01/04)	Longevity Bonus (Percent of Annualized Earnings)
1 -5 years	.5%
6-15 years	1%
15+ years	1.5%

Employees must be in good standing with the Village as of the award date. Bonus will only be paid if approved by the Village Board on an annual basis and the Village is in sound financial position.



Village of Allegany



www.allegany.org

This memorandum is submitted as an attachment to the union contract about to be executed between the Village of Allegany and the Teamsters Union Local 264, regarding the conditions of employment for Village of Allegany department of public works employees. This memorandum is not intended to alter or modify the contract about to be executed in any way. However, the Village is putting the union on notice that the content of this memorandum will apply to all future negotiations with the Teamsters.

For an extended period of time, over a decade, annual health insurance premiums, provided as a benefit to full-time employees, have been rising dramatically, at many times the rate of inflation. Premiums are reaching unaffordable levels and significant annual increases are likely to continue.

In the private sector, where most of the tax-paying citizens of the Village are employed, health insurance benefits have been drastically reduced or eliminated for many employees in recent years. Again that trend is likely to continue.

In order to control costs, and to avoid creating an unsustainable disparity in benefits between the public and private sectors, the Village may not be able to continue to pay 100% of health insurance premiums for union members in future contract periods. The Village is investigating sustainable options including placing a cap on premium contributions by the Village, or offering less expensive high deductible plans to Village employees. It is open to negotiating with the union to provide the best benefit package available at an affordable price.