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Contract Database Metadata Elements

Title: **Williston Park, Incorporated Village of and Building Maintenance, Services and Railroad Union, International Brotherhood of Teamsters (IBT), Local 808 (2006)**

Employer Name: **Williston Park, Incorporated Village of**

Union: **Building Maintenance, Services and Railroad Union, International Brotherhood of Teamsters (IBT)**

Local: **Local 808**

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 30 2008

ADMINISTRATION

AGREEMENT

between

THE INCORPORATED VILLAGE OF WILLISTON PARK, NEW YORK

and

I. B. T. LOCAL 808

June 1, 2006 - May 31, 2009

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition	3
II	Fair Practices	3
III	Salary	3
IV	Hours	5
V	Working Conditions	5
VI	Vacation & Holidays - Personal Leaves	6
VII	Sick Leave	7
VIII	Insurance and Benefits	8
IX	Retirement Plan	9
X	Personnel Files	9
XI	Transfers and Reassignments	9
XII	Employees' Rights	9
XIII	Union Rights	10
XIV	Dues Deduction	10
XV	Grievance Procedure	10
XVI	Matters Not Covered	11
XVII	Conformity to Law - Saving Clause	11
XVIII	No-Strike Pledge	12
XIX	Legislative Approval	12
XX	Duration	12

AGREEMENT made and entered into as of June 1, 2006 covering the period June 1, 2006 to May 31, 2009 by and between the Mayor and Board of Trustees of the Incorporated Village of Williston Park (hereinafter referred to as the "Village") and the Building Maintenance, Services and Railroad Union, Local 808, International Brotherhood of Teamsters (hereinafter referred to as "Local 808").

WHEREAS, the Village has voluntarily endorsed the practices and procedures of collective bargaining pursuant to the Public Employees Fair Employment Act of 1967 (Chapter 392 of the Laws of 1967) as a peaceful, fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the special governmental functions and obligations of the Village, are permitted by law and are consonant with the interests of the citizens and residents of the Village; and

WHEREAS, "Local 808" has demonstrated that it represents a number of the employees of the Village and in accordance with law is, therefore, the exclusive collective bargaining agent for such employees; and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I
Recognition

Village recognizes Local 808 as the sole and exclusive unchallenged representative of employees for the term of this agreement.

Nothing herein contained shall be construed to deny to any employee his rights under Section 15 of the New York Civil Rights Law, or under the Civil Service Law.

ARTICLE II
Fair Practices

Local 808 agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all member employees without regard to membership or participation in the activities of any employee organization.

The Village agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of any employees organization.

ARTICLE III
Salary

A. Local 808 and the Village hereby agree that the employees of the Village covered by this agreement shall be compensated bi-weekly, compensation being calculated on a 40-hour work week.

B. For the period June 1, 2006 through May 31, 2007 each employee shall be paid a salary increase in an amount equal to three (3%) percent of their salary in addition to any increment which may have accrued during that period.

C. For the period June 1, 2007 through May 31, 2008 each employee shall be paid a salary increase in an amount equal to four (4%) percent of their salary, in addition to any increment.

D. For the period June 1, 2008 through May 31, 2009 each employee shall be paid a salary increase in an amount equal to four (4%) percent of their salary, in addition to any increment.

E. The aforementioned salary increases, Article III B, C, & D have been calculated for employees from "start" to year 4 and are included as follows:

LABORER & MAINTENANCE MAN

<u>CONTRACT YEAR</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
PERCENTAGE	4%	3%	4%	4%
START	30,324	31,234	32,483 - 15.62	33,782
YEAR 1	31,625	32,574	33,877	35,232
YEAR 2	32,926	33,914	35,271	36,682
YEAR 3	34,227	35,254	36,664 17.13	38,131
YEAR 4	35,528	36,594	38,058 - 15.10	39,580
YEAR 5	36,949	37,692	39,580 17.1	41,163

SR. LABORER & BLDGS. MAINTAINER

<u>CONTRACT YEAR</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
PERCENTAGE	4%	3%	4%	4%
START	44,312	45,641	47,467	49,366
YEAR 1	45,613	46,981	48,860	50,814
YEAR 2	46,914	48,321	50,254	52,264
YEAR 3	48,215	49,661	51,647	53,713
YEAR 4	49,516	51,001	53,041	55,163
YEAR 5	51,099	52,531	55,163	57,370

MEO & WATER PLANT OPERATOR

<u>CONTRACT YEAR</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
PERCENTAGE	4%	3%	4%	4%
START	38,010	39,150 8233.	40,716 - 19.58	42,345
YEAR 1	39,311	40,490 8223.	42,110	43,794
YEAR 2	40,612	41,830 8232.	43,503	45,243
YEAR 3	41,913	43,170 3757.	44,897 2151	46,693 8562.
YEAR 4	43,214	44,500 8222.	46,280 - 2.55	48,131 8551.
YEAR 5	44,943	45,835 8551.	48,131 23.14	50,056 8792.

WATER SERVICER

<u>CONTRACT YEAR</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>
PERCENTAGE	4%	3%	4%	4%
START	32,806	33,792	35,144	36,550
YEAR 1	34,107	35,130	36,535	37,996
YEAR 2	35,408	36,470	37,929	39,446
YEAR 3	36,709	37,810	39,322	40,895
YEAR 4	38,010	39,150	40,716	42,345
YEAR 5	39,530	40,325	42,345	44,039

F. Longevity payments will be made at the completion of eight years, twelve years, sixteen years, twenty years and twenty-four years.

Such payments are to be made as follows and incorporated into the employee's yearly salary:

After 8 years of service	\$1,000
After 12 years an additional	\$1,000
After 16 years an additional	\$1,000
After 20 years an additional	\$1,000
After 24 years an additional	\$1,000

Longevity payments are to be made by the Village starting with the first pay period after completion of said number of years.

G. An employee holding the title Laborer who is assigned to operate a vehicle which is regularly operated by an M.E.O. shall be paid the additional sum of 35 cents per hour for those hours of work which he or she is actually engaged as an M.E.O.

ARTICLE IV

Hours

Section 1. The hours of work for the Department of Public Works shall be any eight (8) continuous hours, exclusive of lunch period, between the hours of 5:00 a.m. and 5:30 p.m.

Section 2. A. Time and one-half shall be paid for all mandated overtime in the Department of Public Works following eight (8) hours in any given day, or all mandated work prior to regular starting time. Regular hours to be set by Village.

B. All overtime shall be allotted and assigned on a scheduled, rotating basis, on a seniority basis by category, classification or title.

Section 3. A. Time and one-half, plus regular holiday pay, shall be paid for any time that is worked on a regular holiday.

B. All Sunday work shall be paid as double time.

C. All work performed after 16 consecutive hours shall be paid at the double-time rate.

Section 4. Employees shall have fifteen (15) minutes for a scheduled morning coffee break and another fifteen (15) minutes for an afternoon coffee break, both scheduled by each employee's supervisor.

Section 5. Provision for standby time: One-quarter time pay when employee is requested to stand by for emergency duty. Minimum pay for such standby to be four (4) hours at regular rate. Standby time on Sundays for emergencies will be computed on a half-time basis.

Section 6. Any employee called in on an emergency shall be paid a minimum of four (4) hours at the overtime rate.

ARTICLE V

Working Conditions

Section 1. Each employee shall receive five (5) uniforms. In addition, each employee shall be provided with foul weather gear and uniform jacket to be replaced as needed.

Section 2. Each employee shall receive one (1) pair of steel-tipped shoes per year and be allowed two (2) repairs per year for normal usage, at a reasonable cost to the Village.

Section 3. Each sanitation truck shall be equipped with a first aid kit which will meet the standards of the American Red Cross or the Automobile Association of America.

Section 4. Each employee shall receive six (6) summer tee shirts per year which shall be worn on the job during

appropriate seasons of the year. These shirts shall be the property of the employees and the maintenance shall be the responsibility of the employees.

Section 5. Except in a situation of extreme emergency, the Village shall not request employees to use their personal vehicles for Village business use. Employees will be compensated at the rate set under the Internal Revenue Code for use of their personal vehicles used during an emergency when so requested.

Section 6. It shall be the duty of all personnel to see that all working conditions are safe from unnecessary hazards; such situations shall be immediately reported to the supervisor.

Section 7. No employee may be ordered to drive any vehicle which is not in normal operating condition according to the Motor Vehicle Laws of the State of New York. The responsibility for the determination of whether equipment is in normal operating condition shall rest with the respective department supervisors.

Section 8. Legal Counsel

The Village agrees to provide legal counsel to defend any employee in any action arising out of an unprovoked assault on an employee while on Village business.

Section 9. Compensation for Lost Time

If an unprovoked assault on an employee while on Village business results in loss of time, the employee shall be paid in full for such lost time and such paid absence shall not be deducted from any sick leave to which such employee is entitled under this agreement. Any Workers Compensation benefits above and beyond that which the Village has paid to the employee during this period shall remain the property of the employee.

Section 10. At the discretion of the Superintendent of Public Works, additional vehicles shall be assigned to assist in the removal of garbage on the two (2) days after a holiday.

Section 11. It shall be at the discretion of the Superintendent of Public Works, when possible, to assign two (2) men to a truck while plowing or sanding.

Section 12. It shall be the duty of all personnel to see that Village Ordinances and Laws are strictly enforced. Witnessing an infraction of Village Ordinances and Laws shall be reported to the Supervisor.

ARTICLE VI

Vacation, Holidays & Personal Leaves

Section 1. Each employee covered under this contract shall be credited with vacation time in the amount stated in accordance with the following schedule:

June 1, 2006 through May 31, 2009

After six (6) months of actual service	1 week
After one (1) year of actual service, an additional	1 week
After five (5) years of actual service	3 weeks
After ten (10) years of actual service	4 weeks
After twenty (20) years of actual service	5 weeks

Vacation days may be accumulated to a maximum of forty-five (45) days. The Village will only pay up to a maximum of thirty (30) days upon separation from service (by retirement or otherwise). Annual vacation and accumulated vacation time shall be taken only with the prior approval of the department head or immediate supervisor. Each employee shall give at least seven (7) working days written notice to his department head or supervisor of his intention to take vacation time.

Section 2. The following holiday schedule is established in the Village:

New Year's Day	Good Friday	Columbus Day
Martin Luther King Day	Memorial Day	General Election Day
Lincoln's Birthday	Fourth of July	Veterans Day
Washington's Birthday	Labor Day	Thanksgiving Day

Christmas

Employee Birthday

When a holiday falls on Saturday, employees will celebrate it on the preceding Friday. When a holiday falls on Sunday, employees will celebrate it on the following Monday.

Section 3. Religious Holidays

A maximum of three (3) religious holiday absences during a calendar year will be approved for which employees shall use personal leave time. Notification of intent to take such absences shall be given the department head at least five (5) days in advance.

Section 4. Personal Leave

Time shall be granted, subject to approval of department head, provided it is scheduled in advance, at the rate of six (6) days per year. Each employee shall be paid for personal leave days not taken (up to a maximum of three (3)). Payment shall be made at the end of each contract year. Personal leave days may not be accumulated from year to year.

Section 5. Bereavement

Employees' bereavement days will commence with the day AFTER death in the family.

A. Five (5) consecutive days: death of wife, husband, father, mother, brother, sister, son, daughter, adopted child, stepparents, stepchildren and grandparents.

B. Three (3) consecutive days of bereavement is permitted to any employee for the "death" of any of the following: In-laws (i.e. a father-in-law, mother-in-law; brother-in-law or sister-in-law) and either an aunt or an uncle (i.e. the sister or brother of a parent).

C. One (1) day of bereavement is permitted to an employee because of the death of a first cousin.

Section 6. Jury Duty

Notice of jury duty must be immediately submitted to the department head and absence for days actually served shall not be deducted from regular salary of employee. Said duty shall not be charged to employee's accumulated credits. Any fee that employee receives shall be reimbursed to the Village.

Section 7. Any absence of an employee due to taking a Selective Service examination shall be excused with no loss of salary for such purpose.

Section 8. In the event of absence by reason of appearance as plaintiff or defendant in a civil action for the number of days necessary, employee shall not lose any salary therefor.

ARTICLE VII

Sick Leave

Section 1. Sick leave allowances are to be granted Village employees based upon employment date as follows:

After six (6) months One (1) day per month

In the event an employee has not used the authorized sick leave in the year immediately preceding the current year, he may in the current (in case of a prolonged illness, or if required) use the unused portion of such prior sick leave, in addition to the sick leave scheduled for the current year, after the sick leave allowance for the current year has been exhausted. Each employee may accumulate up to fifty (50) days sick leave. An employee shall be paid at a rate equal to his current salary for any accumulated sick days over the allotted amount at the end of the employees' year. Upon the death or separation from service (by retirement or otherwise) of any employee, such employee shall be entitled to a cash payment for unused sick leave, as it relates to date of employment, for up to fifty (50) days, or the number of days accumulated prior to June 1, 1984 but not to exceed 100 days, to be computed at his normal hourly rate as of

the date of such death or retirement and assuming a normal work day.

Section 2. Pregnancy

Upon request, permanent employees will be granted a child care leave, without pay, not to exceed one (1) year, and shall be reinstated in the same or comparable position upon their return.

Section 3. Permanent employees who have exhausted sick leave allowances are eligible to take leaves, without pay, not to exceed one (1) year in length, for rest, restoration of health, or the alleviation of hardship, except financial, involving themselves or their immediate family.

Section 4. Employees having major illness while on vacation may use their sick leave for the remainder of the illness and have their time adjusted accordingly, provided proper notice is given to the department head and doctor's certificate is presented.

Section 5. Employees absent for more than three (3) consecutive working days, because of personal illness, may be required to submit a doctor's certificate explaining the nature of the illness prior to return to duty.

Section 6. On the Job Injuries

All employees shall receive the difference between Workers Compensation Benefits and full salary so that employees will not suffer loss of income for all days actually absent from work due to such on the job injury provided that the Village shall be required to make such payments only for the period of one (1) year from the date of such on the job injury. No days shall be deducted from employees' accumulated sick leave for such injury.

ARTICLE VIII
Insurance and Benefits

Section 1. The Village shall pay the full cost for coverage of all full time and retired employees in the Empire Plan. All surviving spouses of employees having more than twenty (20) years of actual and continuous service within the Village and all surviving spouses of any retired employees having more than twenty (20) years of actual and continuous service with the Village shall have monthly premium rates as set forth by the New York State Health Insurance Plan (in such other comparable plan as the Village shall adopt) paid for by the Village.

Section 2. The Village shall pay the cost of life insurance instituted under Section 60-B of the New York State Retirement System Law.

Section 3. Optical

Commencing June 1, 2006 the employees dental and optical plan will be paid for the Village. The contribution rate for the Local 808 Optical Program will be:

June 1, 2006	\$12.50 per employee per month
June 1, 2007	\$13.00 per employee per month
June 1, 2008	\$13.50 per employee per month

For all employees with ten (10) years of service with the Village, who have reached age 55, and retire on or after June 1, 2006, the Village agrees to make the contribution for the optical benefit as if the employee was an active worker. Such contribution will be made for the period of time that this agreement is in effect.

Section 4. Dental

The contribution rate for the Local 808 Dental Plan will be:

June 1, 2006	\$64.00 per employee per month
June 1, 2007	\$65.00 per employee per month
June 1, 2008	\$66.00 per employee per month

Section 5. Life Insurance

Each employee will be entitled to a \$50,000 life insurance policy to be administered by Local 808. Effective June 1, 2006 the Village will contribute the sum of \$18 per employee per month on account of such benefit.

For all employees with ten (10) years of service with the Village, who have reached age 55, and retire on or after June 1, 2006, the Village agrees to make the contribution for the life insurance benefit to Local 808 on account of such benefit as if the employee was an active worker. Such contribution will be made for the period of time that this agreement is in effect.

ARTICLE IX
Retirement Plan

The Village agrees to participate in the New York State Retirement System under the guidelines of all appropriate tiers.

ARTICLE X
Personnel Files

Section 1. Upon request by the employee, he shall be permitted to examine his official employment personnel file on his own time.

Section 2. An employee may copy any material in his personnel file on his own time in the presence of the Village Clerk or the Village Clerk's representative.

Section 3. There shall be only one "Employees' Personnel File" in which the above type of material is filed.

Section 4. No material derogatory to an employee, his conduct, his service, his character or his personality shall be placed in the file, unless the employee has the opportunity to read the material. The employee shall be requested to affix his signature on the actual copy to be filed with the understanding that such signature merely signifies that he read the material to be filed and does not necessarily indicate agreement with its contents. Should an employee not affix his signature on the actual copy to be filed after he has had an opportunity to read the material, the Village may file such material with the notation that the employee has been given the opportunity to read it.

Section 5. The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

ARTICLE XI
Transfers and Reassignments

Section 1. Lists of vacancies and/or new positions created in the Village shall be adequately published on available bulletin boards and all presently employed personnel shall be given adequate opportunity to make application for such position and if found qualified shall be considered for the vacancy prior to advertising the vacancy.

ARTICLE XII
Employees' Rights

Section 1. All employees who are appointed from a Civil Service List are afforded the protection of Section 75 of the Civil Service Law.

A. Should, for any reason, a reduction in the Village work force become necessary, employees will be laid off in reverse order of seniority.

B. Before hiring any new employee, the available work must first be offered to all qualified employees laid off by sending a written notice to the employee by registered or certified mail, return receipt requested, directing him

to return to work at a date and time not less than five (5) days from receipt of such notice.

Section 2. Seniority shall be based on the date of commencement of employment.

Section 3. The Village agrees that no employee in the non-competitive class who has completed at least six (6) months of service will be dismissed for cause without a hearing.

Section 4. Copies of the executed contract shall be provided to all employees within sixty (60) days of its signing.

Section 5. Any employee who functions in a capacity outside the area of his regular employment shall receive compensation commensurate with the higher paying position for the period of time employed in that higher position.

ARTICLE XIII

Union Rights

Section 1. Permission shall be granted for the use of Village Hall facilities, if available, for meetings which are scheduled in advance.

Section 2. At least one bulletin board shall be reserved at an accessible place in each department for the exclusive use of Local 808 for the purpose of posting material dealing with proper and legitimate Local 808 business.

ARTICLE XIV

Dues Deduction

Section 1. The Village agrees to deduct from the salaries of its employees, membership dues, initiation fees and/or life, sick and accident deductions for Local 808 from said employees who voluntarily and individually authorized the Village to deduct and to transmit the monies to Local 808. Employee authorizations shall be in writing and in a manner consistent with Section 93E of the General Municipal Law and Chapter 392 of the Laws of 1967.

Section 2. Deductions shall be made uniformly and consistently on the last pay day of the month. Funds thus collected shall be transmitted to Local 808.

Section 3. Deductions authorized by any employee shall continue as so authorized unless, and until, such employee notifies the Village as to his desire to discontinue or to change such authorization in writing.

Section 4. The Employer agrees to deduct from the wages of its employees who are Union members and who voluntarily authorize such political action contribution forms provided for that purpose. Contributions to be made to the Local 808 I.B.T. Political Action Committee. The amount deducted pursuant to said voluntary authorization shall be transmitted to the Political Action Trustee of Local 808 I.B.T. at monthly intervals. These transmittals shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted from each such employee.

Section 5. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Village.

ARTICLE XV

Grievance Procedure

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Nothing herein contained shall be construed to prevent any employee from informally discussing a complaint with his immediate superior or processing a grievance in his own behalf in accordance with the grievance procedure herein set forth.

Section 1. Definition

A "grievance" shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement, or (2) that he has been treated unfairly, or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law, or by any rule or regulation having the force and effect of law, or (b) the Village Board is without authority to act.

Section 2. Procedures

Should any employee have a grievance or should any dispute arise with Local 808 as to the meaning, application, performance or operation of any provision of this agreement, such grievance or dispute shall be taken up for settlement as follows:

A. Any employee aggrieved with relation to his work may present his grievance orally to the immediate supervisor. A reply shall be given orally by the supervisor indicating what action, if any, will be taken with respect to the grievance, such reply being given within ten (10) working days of the date of presentation of the grievance.

B. If the employee is dissatisfied with the action taken by the supervisor with respect to his grievance, such employee may submit his grievance in writing to the Mayor within ten (10) days of submission of the written grievance to him.

C. If the employee is still dissatisfied with the action taken by the Mayor with respect to his grievance, such employee may submit his grievance in writing to the Board of Trustees within ten (10) days of the date on which the Mayor's written reply was given. The employee shall have the right to appear before the Board of Trustees, if he so requests, and to be represented by Local 808, if he so requests. After considering the employee's grievance and contentions made in support thereof, and affording the employee an opportunity to submit his views both orally and in writing, the Board of Trustees shall take such action as it deems proper and just, and advise the employee and the supervisor in writing of the action taken.

D. If any employee is dissatisfied with the action taken by the Board of Trustees, the grievance of said Employee shall be submitted to the New York State P.E.R.B. Board.

ARTICLE XVI Matters Not Covered

With respect to matters not covered by this agreement, which are proper for collective bargaining, the Village agrees to make no changes during the term of this agreement without prior consultation with Local 808.

ARTICLE XVII Conformity to Law - Saving Clause

A. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with Local 808.

B. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

ARTICLE XVIII No Strike Pledge

Local 808 and the Village recognize that strikes and other forms of work stoppages by Local 808 are contrary to law and public policy. Local 808 and the Village subscribe to the principal that differences shall be resolved by peaceful

and appropriate means without interruption of normal duties necessary to the operation of the Village. Local 808, therefore, agrees that there will be no strikes, work stoppages, slowdowns, or other concerted refusal to perform work by employees covered by this agreement or an instigation thereof. The Village agrees to bargain in good faith with Local 808 and use no tactics which may be deemed as an unfair labor practice.

ARTICLE XIX
Legislative Approval

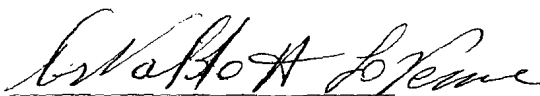
It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds, therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XX
Duration

The provisions of this agreement shall be effective as of June 1, 2006 and shall remain in full force and effect until May 31, 2009.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals this _____

I. B. T. LOCAL 808



Osvaldo Loverme/Trustee-B.A.

Chris Banwell, Shop Steward

INC. VILLAGE OF WILLISTON PARK

Ludwig Odierna, Mayor