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LABOR AGREEMENT
BETWEEN
VILLAGE OF CANISTEO, New York
AND
TEAMSTERS LOCAL 317

June 1, 2005 – May 31, 2010

RECEIVED

SEP 25 2008

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

VILLAGE OF CANISTEO - New York

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AGREEMENT

This Agreement made by and between the VILLAGE OF CANISTEO, NEW YORK, hereinafter called the "Employer", and TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters and AFL-CIO hereinafter call the "Union".

ARTICLE 1 - RECOGNITION AND SCOPE OF AGREEMENT

The Employer recognizes the Union as the exclusive representative of its Village of Canisteo Street and Sewer Department employees in work classifications covered by this Agreement for the purpose of collective bargaining. It is further understood that if the unit size reaches twelve (12), the Superintendent shall be designated as management. During the period when the Superintendent is in the Unit he shall be able to use all tools and perform all current practices.

ARTICLE 2 - SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or in compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects through the grievance procedure provided for in this Agreement.

ARTICLE 4 - UNION SECURITY

4.1 PROBATION PERIOD: A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list in accordance with Civil Service regulations.

4.2 AGENCY SHOP: As a condition of employment, all employees shall pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount of money shall be equal to the Union's regular and usual initiation fee, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is later. For new employees, the payment shall start thirty-one (31) days following the date of employment.

4.3 EMPLOYEE PRIVILEGES: Any and all privileges previously enjoyed by the employees shall continue to be a part of this Agreement.

ARTICLE 5 - CHECK-OFF AND OTHER DEDUCTIONS

5.1 **CHECK-OFF:** The Employer agrees to make membership dues deductions when properly authorized by the employee. The Employer shall remit the deductions to the Union not later than the last day of the month in which deductions were made.

5.2 **CREDIT UNION:** The Employer agrees to deduct certain specific amounts each week from the wages of those employees who have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Credit Union, one each month by the 5th of the ensuing month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

ARTICLE 6 - INSPECTION PRIVILEGES

The Business Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes and conducting other routine Union business provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 7 - BULLETIN BOARD

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 8 - SENIORITY

8.1 The principles of seniority by job classification shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority within the job classification, providing the senior employee is qualified to replace the laid off employee.

8.2 A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a ninety (90) day trial basis during which period he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list. After ninety (90) calendar days, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

8.3 The Employer shall furnish the Union a seniority list by job classification upon request of the Union, not more than once every calendar year.

8.4 The rehiring procedure shall be reverse of the layoff procedure. When work increases, employees laid off shall be notified to report for work in order of seniority by job classification.

8.5 The Employer shall provide any employee being laid off with a one-week notice that the employee is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Collective Bargaining Agreement.

A laid off employee shall be given five (5) days' notice of recall at least seven (7) calendar days prior to the start date and such notice shall be mailed to the employee's last know address by certified mail, return receipt requested. In the event the laid off employee does not respond within seven (7) calendar days from the receipt of the notice, either in person or in writing, or the employee cannot report to work within twenty-one (21) calendar days of the "start date", or the employee rejects the offer, the employee shall forfeit all recall rights.

8.6 If a laid off employee has not been recalled within a period of twenty-four (24) months from the date of layoff, he shall lose all seniority rights.

ARTICLE 9 - JOB STEWARD

9.1 The Employer recognized the right of the Union to designate a Steward.

9.2 The authority of the steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

(a) The investigation and presentation of grievances in accordance with the provisions of Article 9- Grievance Procedure of this Agreement.

(b) The transmission of such messages and information which shall originate with, and are authorized by the Union provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.1 **DEFINED:** Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. Every Employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter. If a party to this Agreement fails to respond to a grievance within fifteen (15) working days of its receipt of the grievances, that party shall be deemed to have accepted the merit of the grievance.

10.2 **GRIEVANCE PROCEDURE:** The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.

Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Village Board. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may be either oral or written.

Step 3: The third step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Village Board governing the operations of the Street and Sewer Department. Any party necessary to amicably resolve this

dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may either be oral or written.

Step 4: If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to the *New York State Public Employees Relations Board* for final and binding arbitration. The cost of such arbitration shall be borne equally by the Employer and the Union.

ARTICLE 11 - DISCIPLINARY ACTION

11.1 In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

11.2 The foreman in charge has the authority to discipline employees to the extent of sending them home for the balance of the shift.

11.3 Any employee discharged must be paid in full for all wages owed him by the Employer, including any earned vacation pay, no later than the next regular payday for the payroll involved.

11.4 A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him if he desires to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) work days from the date of discharge or suspension.

11.5 Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

ARTICLE 12 - EXAMINATION

Any expense for physical, mental, or other examination required by the Employer shall be paid by the Employer.

ARTICLE 13 - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND THEREOF, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 14 - NON-DISCRIMINATION CLAUSE

14.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, marital status, national origin, or age. Nor will they limit, segregate, or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, sexual orientation, marital status, national origin, or age.

14.2 The Employer and the Union agree that there will not be any discrimination by either party against any employee because of his/her membership in the Union, or because of any employee's lawful activity and/or support of the Union.

ARTICLE 15 - HOLIDAYS

15.1 The following paid holidays shall be observed by the Street and Sewer Department:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Floating Holiday (must be mutually agreed upon)	

If any holiday falls on a Saturday, the holiday shall be observed the preceding Friday. Any holiday which falls on Sunday, the following Monday shall be observed as the holiday.

15.2 If any of the above specified holidays fall when an employee is on vacation, such time shall not be charged against the employee's vacation time.

15.3 Eligible employees who do not work shall receive eight (8) hours pay at their regular straight time hourly wage rate for each holiday specified.

15.4 Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay, time and one-half (1 ½) for the hours worked with a minimum of two (2) hours.

15.5 The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday to receive holiday pay unless absent because of an industrial accident for which the employee receives workers compensation. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay. Laid off and furloughed employees shall not be eligible for holiday pay.

ARTICLE 16 - VACATIONS

16.1 All permanent employees who have been in the continuous employ of the Employer for a period of one (1) year shall receive one (1) week vacation with pay at the regular weekly rate for forty (40) hours.

16.2 All permanent employees who have been in the continuous employ of the Employer for a period of two (2) years or more shall receive two (2) weeks' vacation with pay at the regular weekly rate.

16.3 All permanent employees who have been in the continuous employ of the Employer for a period of five (5) years shall receive three (3) weeks' vacation with pay at the regular weekly rate.

16.4 All permanent employees who have been in the continuous employ of the Employer for a period of fifteen (15) years or more shall receive four (4) weeks' vacation with pay at the regular weekly rate.

16.5 Any employee entitled to vacation shall be paid for his accumulated vacation time upon termination of employment.

15.6 Vacation year for new employees: First year will be date of hire until anniversary date before any vacation will be granted. After employee completes first year of employment, vacation year will be calendar year.

15.7 Vacation will normally be taken in the year earned. For just cause, vacation time may be transferred to the following year on request of the employee and by agreement of the Village Board.

15.8 One week of the employee's vacation may be taken in one day increments. All other vacation time must be taken in one (1) week blocks.

15.9 Any unused vacation days, up to one (1) week, at the end of each calendar year may be monetarily cashed in after December 1st of each year. Payment shall be made within the first week of December of each year.

ARTICLE 17 - HEALTH AND WELFARE

The Employer agrees to provide health insurance at no cost to the employees and dependents through participation in the New York State Teamsters Council Health and Hospital Fund (the "Fund") Municipal Plan, in the Supreme Medical Plan with all benefits at the highest level at the monthly contribution rates as set forth in the Participation Agreement.

Accordingly, the Employer agrees to abide by the rules and regulations of the Fund and agrees to sign, and make a part of this Agreement, the Participation Agreement and any other documents as required by the Fund.

RETIREE COVERAGE: The Village further agrees to continue health insurance coverage on any employee who retires as follows:

- a) Any employee with thirty (30) or more years of service will continue to be covered in full by the Village's health plan.**
- b) Any employee with twenty-five (25) or more years of service will be covered at seventy-five percent (75%) of the cost of the Village's health plan.**
- c) Any employee with twenty (20) or more years of service will be covered at fifty percent (50%) of the cost of the Village's health plan.**

ARTICLE 18 - PENSION AND RETIREMENT

The Employer participates in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. The Employer shall continue the contributions to the present retirement plan (75-I) during the duration of this contract.

It is understood and agreed that any new employees hired during this Agreement shall be placed in the New York State and Local Employee Retirement System at the applicable level in accordance with the rules of that system.

The Employer agrees to adopt the required resolution to add Section 41J to the New York State Employee Retirement System. This Section allows an employee to receive pension credit for unused sick days at the time of retirement, up to a maximum of one hundred sixty five (165) days.

DEFERRED COMP: In addition, the Employer agrees to implement a New York State Deferred Compensation Plan for participation by Union employees in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the provisions of Section 457 of the Internal Revenue Code and the regulations adopted pursuant thereto.

ARTICLE 19 - FUNERAL LEAVE

In the event of a death in the immediate family of the employee, the employer shall pay the employee three (3) bereavement days to attend the funeral services. The "immediate family" means only Father, Mother, Spouse, Children, Brother, Sister, Grandparents, Grandchildren, Father-in-law, Mother-in-law, Spouses Grandparents.

ARTICLE 20 - SICK LEAVE

20.1 Each permanent employee shall be entitled to accumulate sick leave credit at the rate of one (1) day-per month at his regular rate of pay of continuous service.

20.2 Any employee off work because of illness or off-the-job injury shall be paid for such time lost up to a maximum of his accumulated sick leave credits at his regular daily rate of pay which shall be charged against his sick leave. The Employer may request, and the employee shall furnish, a doctor's certificate for the period involved.

20.3 After four (4) days on sick leave, and upon request by the Village Board and Trustees, the employee shall provide the **Village Clerk** with a doctor's statement that the employee was unable to work because of illness. A failure on the part of the Village to make such a request does not waive that right in the future.

20.4 The employee shall notify the Employer of his illness by no later than one-half (1/2) hour after his scheduled starting time.

20.5 Any employee injured and coming within the provisions of the Workers Compensation Law shall be entitled to compensation under the law and no charge shall be made against the employee's accumulated sick leave for such time as he may be drawing compensation. The employee shall provide to the Village Clerk a doctor's statement that such time off was consistent with Workers Compensation coverage. In case of a doctor's appointment, an appointment slip or doctor's bill shall suffice as proof that the employee was absent because of a doctor or dentist appointment related to Workers Compensation coverage.

20.6 The employee may use sick leave for the purpose of doctor or dentist appointments. A doctor's appointment slip or bill shall suffice as proof that the employee was absent because of a doctor or dentist appointment.

ARTICLE 21 - WAGES AND HOURS

21.1 **HOURS:** The regular work-week of the employees under this Agreement shall be five (5) eight (8) hour days, for a regular forty (40) hour work week. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the hourly rate.

Sewage Treatment employees will rotate weekend duty according to the current practice. The pay for such weekend duty shall be three hours per day at the rate of time and one-half (1 1/2).

21.2 **START TIME:** Starting time shall be the same time each day except in an emergency. Employees shall have a week's notice of any change in the start time.

21.3 **LUNCH:** There shall be a one-half (1/2) hour lunch break. *UNPAID \$1.00 5/2/005
1/2 5/4/05*

21.4 **NOTICE OF LAY OFF:** The Employer must give all permanent employees being laid off one (1) week notice or one (1) week's pay.

21.5 **EMERGENCY CALL-IN PROVISION:** Any employee recalled for an emergency shall perform only the work for which he was recalled and receive a minimum of two (2) hours' pay at the rate of time and one-half (1 1/2).

21.6 **WAGES:** All present employees under this Agreement shall receive the following wage rates:

HOURLY WAGE RATES					
CLASSIFICATION	6/1/2005	6/1/2006	6/1/2007	6/1/2008	6/1/2009
Working Foreman	\$22.40	\$23.15	\$23.90	\$24.40	\$24.90
Chief Operator-Sewer	\$18.70	\$19.45	\$20.20	\$20.70	\$21.20
Asst Chief Operator-Sewer	\$18.40	\$19.15	\$19.90	\$20.40	\$20.90
Streets Crew (MEO/Laborer)	\$17.45	\$18.20	\$18.95	\$19.45	\$19.95

NEW HIRES: New employees in the laborer class shall be paid fifty cents (\$.50) an hour less than the lowest paid laborer. At the conclusion of the first continuous thirty (30) days of employment the hourly rate shall be increased twenty-five (\$.25) cents. At the conclusion of the probationary period of sixty (60) days, the hourly wage shall be increased another twenty-five (\$.25) cents.

21.7 **PAY PERIOD:** The employees shall be paid by the Employer every two (2) weeks not including, however, such hold-over period that the Employer may have in effect for accounting purposes. The hold over period shall not exceed one (1) week. Any and all shortages in the pay checks will be corrected on the next pay day.

In the event that a day in which the employees would otherwise have been paid falls on a holiday, the employees shall be paid the day before such holiday.

ARTICLE 22 - MISCELLANEOUS

22.1 **PROTECTIVE CLOTHING:** The Employer shall furnish one floatation coat for all sewer personnel and foul weather gear including boots and gloves for all employees, to be paid for by the Employer.

Effective 6/1/1999, the Employer agrees to provide uniform shirts and pants to all Union employees to be paid for by the Employer.

22.2 **TRAVEL EXPENSES:** Employees will be paid travel expenses to attend school and seminars or meetings required by the Village.

ARTICLE 23 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the Employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the Employees, and that it will not impose any obligation on the Employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the Employees.

ARTICLE 24 - SUBCONTRACTING

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit Employees and/or that is performed on a basis of sufficient regularity so as to operate to prevent the addition of Employees to the seniority list.

ARTICLE 25 - PICKET LINE

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union.

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any Employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

ARTICLE 26 - MAINTENACE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE 27 - DURATION, NOTIFICATION, AND REOPENING

This agreement shall continue in full force and effect from **JUNE 1, 2005 through MAY 31, 2010.**

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified only by mutual consent.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and or binding arbitration.

Further, in recognition of the pledge of the Union to forgo the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

+++++

AGREED TO AND SIGNED this day by:
TEAMSTERS LOCAL 317, affiliated
with the International Brotherhood
of Teamsters, AFL-CIO, By:

William E. Arnold

Business Agent

DATE: 4/12/05

DATE: _____

VILLAGE OF CANISTEO, New York
Street & Sewer Departments

By: _____

David M. M... Steward

David M... Steward

DATE: 5/4/05

James F. M... Mayor

James F. M... Mayor

DATE: 4 May 2005