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BC/7510

LABOR AGREEMENT

BETWEEN

VILLAGE OF ALFRED, New York

AND

TEAMSTERS LOCAL 317

June 1, 2008 – May 31, 2012

RECEIVED

MAR 23 2009

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE 1 - RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Council 18, hereinafter called the "Union", and the VILLAGE OF ALFRED, New York, hereinafter called the "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).

ARTICLE 2 - EMPLOYEE ORGANIZATION RIGHTS

Section 1 - Union Security

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union and pursuant to the Taylor Law all employees are required to pay regularly assessed dues and fees to the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, 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 shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

When the employer needs additional men, the Union shall be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union. It is understood that the Employer shall give preference to residents of the Village of Alfred. The Employer shall give preferential consideration to present employees in filling the of Assistant Village Maintenance Supervisor by inviting employees of the bargaining unit to apply for the position and considering the application of its employees prior to inviting applications from the public at large.

Nothing contained in this Article shall apply so as to require the Employer to violate any applicable law. If, under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

SECTION 2 - DUES AND OTHER DEDUCTIONS

Check-off: The Employer agrees to deduct from the pay of all Employees covered by this Agreement who have given the Employer written authorization to make such deductions for dues, initiation fees and/or uniform assessments of the Union, and agrees to remit to the Union once each month all such deductions prior to the 5th of the ensuing month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization.

The Employer shall add to the list submitted by the Union the names of all regular new Employees hired since the last list was submitted and delete the names of Employees who are no longer employed.

Deferred Compensation: The Employer, upon written instruction from the employee, shall make deductions from the employees' wages for Deferred Compensation. Deductions shall be made weekly and remittance shall be made by Wednesday of the following week.

Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings accounts, Christmas Clubs, and any similar deduction. Deductions shall be made weekly and remittance to the appropriate financial institution(s) shall be made on or before the fifth (5th) day of the month following such deductions.

SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided however that there is no interruption of the Employer's work schedule.

SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer's seniority list. The authority of Job Steward and Alternates 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 to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature.

Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates shall not hold the Union liable for any unauthorized acts.

SECTION 5 - NON-DISCRIMINATION

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, national origin, age, marital status, political beliefs, or political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, sexual orientation, national origin, age, marital status, handicapped status, political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 - BULLETIN BOARD

The Employer shall provide a bulletin board for the posting of notices and other materials pertaining to official Union business by the employees and authorized representative of the Union or of the Village.

ARTICLE 3 - BARGAINING UNIT

The terms and conditions of this Agreement shall apply to Village employees performing work that is routinely assigned to and performed by the Streets and Sewer crews.

ARTICLE 4 - SENIORITY

SECTION 1 - SENIORITY LIST

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

SECTION 2 - PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a thirty- (30) day trial basis during which period he/she may be discharged without further recourse.

After thirty- (30) 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.

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, vacations, and overtime.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than two (2) years layoff.

In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. The rehiring procedure shall be the reverse of the layoff procedure. When work increases, employees laid off shall be notified to report for work in order of seniority.

ARTICLE 5 - GRIEVANCES

SECTION 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 a 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 grievance, that party shall be deemed to have accepted the merit of the grievance.

SECTION 2 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action and the reasons therefore.

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

Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular payday for the payroll involved.

Notice of appeal from disciplinary action shall be made to the Employer in writing within ten (10) working days from the date on which the employee is notified of the disciplinary action.

Should it be proven to the Employer 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.

SECTION 3 - GRIEVANCE PROCEDURE

The 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. Such presentation shall be made by no later than **fifteen** working days following the day the employee became aware of such grievance. The immediate supervisor shall, within five (5) working days, to such extent as he may deem appropriate, consult with his superior and shall, by written memorandum, promptly notify the Board of Trustees if there is a settlement and no further action on the part of the employee need be taken. If such grievance is not satisfactorily resolved pursuant to this step the employee may proceed to Step 2.

Step 2: The second procedural stage shall consist of a request by the aggrieved employee and/or his representative for a review and determination of his grievance by the Board of Trustees. In such case the aggrieved employee and his immediate supervisor, shall, independently, submit to the Board of Trustees a written statement setting forth the specific nature of the grievance and the remedial action desired. Such

statement shall be presented by mail or personal delivery within five (5) working days of employee notification of the conclusion under Step 1. Thereupon the Board of Trustees shall at the request of the employee, hold an informal hearing within ten (10) work days at which the employee and his representative may appear and present oral or written statements of arguments. A decision shall be made by the Board of Trustees, in writing, within five (5) work-days of conclusion of the hearings. A copy of such decisions shall be mailed to the Employee, **the Union Steward and his Union Representative** and such mailing shall constitute the termination of proceedings under this Step.

Step 3: If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to the New York State **Public Employment Relations Board** for final and binding decision by the arbitrator. The fees and expenses of the arbitrator, if any, shall be borne equally by the parties. Preparation expenses shall be the responsibility of each party. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 6 - REVIEW OF PERSONAL HISTORY FOLDER

"Personnel Record", to the extent maintained by an Employer, means: any application for employment; wage or salary history; notices of commendation, warning, discipline, or termination; authorization for a deduction or withholding of pay; fringe benefits information; leave records; and employment history with the Employer, including salary and compensation history, job titles, dates of promotions, transfers, and other changes, attendance records, performance evaluations, and retirement record. The term does not include:

- (1) written references respecting the employee, including letters of reference supplied to an employer by another person;
- (2) information relating to the investigation of a violation of a criminal or civil status by an employee or an investigation of employee conduct for which the employer may be liable, unless and until:
 - (a) the investigation is complete and, in cases of alleged criminal violation, the Employer has received notice from the prosecutor that no action will be taken or all criminal proceedings and appeals have been exhausted; and
 - (b) the employer takes adverse personnel action based on the information contained in the investigation records;
- (3) Materials relating to the employer's staff planning, such as matters relating to the business' development, expansion, closing or operational goals where the materials relate to or affect more than one employee. Provided, however, that this exception does not apply if such materials are, have been or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- (4) written comments or data of a personal nature about a person other than the employee, if disclosure of the information would constitute an intrusion upon the other person's privacy;
- (5) Written comments or data kept by the employee's supervisor or an executive, administrative, or professional employee, provide the written comments or data are kept in the sole possession of the author of the record;
- (6) privileged information or information that is not discoverable in a workers' compensation, grievance arbitration, administrative, judicial, or quasi-judicial proceeding; provided however, that this exception does not apply if such materials are, have been or are intended to be used by the employer in determining an individual employee's qualifications for employment, promotion, transfer, or additional compensation, or in determining an individual employee's discharge or discipline;
- (7) any portion of a written or transcribed statement by a co-worker of the employee that concerns the job performance or job-related misconduct of the employee that discloses the identity of the co-worker by name, inference, or otherwise/ This provision shall not be construed in a manner inconsistent with the Taylor Law.

An employee shall, within five (5) working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

An employee may request and be provided copies of material in his/her official personal folder of which he/she has not previously been given copies, although the employee shall not have the right to receive copies of material to which he/she does not have the right to review.

Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over five (5) years old may, upon the employee's written request, be removed from the folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

ARTICLE 7 - EXAMINATIONS

All expenses for tetanus shots, any examinations, or licenses required by the Employer or required by law shall be paid by the Employer except to the extent that the expense is covered by the employees health insurance. However, fees for a regular drivers license and for the Commercial Drivers License (CDL) and the CDL examination shall be paid by the employee, it being understood that the fees for endorsements to the CDL shall be paid for by the Employer.

Further, it is agreed that no employee shall be required to submit to any drug test or to any test, including a polygraph test, that purports to measure truthfulness or honesty in whole or in part. The Employer shall not ask any employee to take any drug test or any test purporting to measure honesty without the presence of the Union Steward, it being understood that the employee shall not suffer any adverse action as a result of declining to take any such test.

ARTICLE 8 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety; or which the employee reasonably and in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted. After the complaint is satisfactorily adjusted, the Employer shall remove the said tag.

SECTION 2 - DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

The Employer agrees to assign more than one employee to a particular shift, time of work, or work assignment when the assignment of only one employee to such shift, time of work, work assignment would present a potential danger to the employee's life or health.

SECTION 3 - PROTECTIVE CLOTHING

The Employer shall provide to the employees, at its expense, the necessary gear for adequate protection from inclement weather conditions. The Employer shall provide employees with work gloves, steel toe safety shoes, and flotation coats for sewer plant employee as needed.

The Employer further agrees to either repair or replace, depending on the extent of damage, eye glasses of comparable quality either damaged or destroyed during the performance of employee's regular required duties.

SECTION 4 - MISCELLANEOUS ISSUES

The Employer shall provide at its expense any necessary safety appliances that have not been explicitly mentioned in Sections 1, 2, and 3 of this Article.

ARTICLE 9 - WAGES AND HOURS

SECTION 1 - HOURS

The standard guaranteed workweek for all employees shall be forty- (40) hours. The standard workweek shall consist of five (5) consecutive guaranteed eight (8) hour workdays running from Monday through Friday inclusive. All hours worked in excess of eight (8) hours per day shall be compensated at the rate of one and one-half (1 ½) times the hourly rate. This compensation shall be in addition to all other benefits provided for by this agreement.

The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal and street cleaning.

Employees may elect to work on the weekend if such work is scheduled by the Employer. However, in the event of an emergency, employees shall report when called, if available. The terms of Section 3 of this Article shall apply in such situations. Work scheduled for weekends shall be compensated at a rate of time and one-half. This compensation shall be in addition to all other benefits provided for by this Agreement.

The normal start time shall be 7:00 A.M. with a paid one-half (1/2) hour lunch break. On occasion, but not to be abused by the Village and in no event more than eight (8) times during a calendar year per employee, the Village may set an alternate starting hour for a regular eight (8) hour shift at straight time, providing for a paid one-half (1/2) hour lunch break if an employee is working for any portion of the time between the hours of noon and 1:00 P.M.; a paid one-half (1/2) hour dinner break if an employee is working for any portion of the time between the hours of 6:00 P.M. to 7:00 P.M.; or a paid one-half (1/2) hour breakfast break if the employee is working for any portion of the time between the hours of 6:00 A.M. to 7:00 A.M. Employees are entitled to at least one days notice when required to work an alternate shift.

Employees requested to start before the normal start time shall receive a paid one-half (1/2) hour additional meal break. Employees working beyond two hours past the end of the normal guaranteed workday, as defined in the first paragraph of this Article, shall receive a paid one-half (1/2) hour meal break. Employees working beyond six (6) hours past the end of the normal guaranteed work day shall receive a paid one-half (1/2) hour meal break in addition to the meal break that is granted for having worked beyond two (2) hours past the end of the normal workday.

When the situation demands, employees shall work overtime. An employee shall have at least nine (9) hours off duty between shifts unless he/she wishes otherwise or unless emergency conditions warrant a more immediate return to work.

SECTION 2 - WAGES

All employees covered under this Agreement shall be classified as one of the following:

- #1 Sewer Plant Foreman in Charge
Village Maintenance Foreman in Charge, including street, water, and sewer
- #2 Assistant Sewer Plant Foreman in Charge
Assistant Village Maintenance Foreman in Charge
- #3 Village Maintenance Worker, including Motor Equipment Operator and Sewer Plant Laboratory Technician
- #4 Laborer
- #5 Summer Help (refers to any person hired as a non-permanent employee during the last two weeks of May through the first two weeks of September to supplement the regular workforce)

The following hourly wage scales shall prevail, effective on the dates indicated below:

<u>CLASSIFICATION</u>	<u>6/1/08</u>	<u>6/1/09</u>	<u>6/1/10</u>	<u>6/1/11</u>
#1	\$19.60	\$20.35	\$21.10	\$21.85
#2	\$18.41	\$19.16	\$19.91	\$20.66
#3	\$17.76	\$18.51	\$19.26	\$20.01
#4	\$12.52	\$13.27	\$14.02	\$14.77
#5		To be determined by the Village		

The positions of Foreman in Charge and Assistant Foreman in Charge at the waste water treatment plant in the Village of Alfred will receive a \$300.00 bonus to be paid at the end of the fiscal year provided the proper sewer plant operator certification, a 3A License, is maintained. A copy of the certification form will be submitted to the Village Clerk for inclusion in the employee's personnel file before the bonus is paid.

Any employee working at a higher classification for five (5) consecutive days or more shall receive the rate of pay for that classification from the first day he began work in that classification for that consecutive period of time.

The following hourly longevity bonuses shall be paid in addition to the base wage rates set forth above.

5 to 10 years seniority	\$.10 per hour
10 to 15 years seniority	\$.15 per hour
15 to 20 years seniority	\$.30 per hour

To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

All employees shall be paid once each week, not including however such holdover period that the Employer may have in effect for accounting purposes. The holdover period shall not, in any case, exceed one (1) week. All employees shall be paid for the previous week by Friday unless otherwise mutually agreed upon between the Employer and the Union. All shortages shall be corrected by the next pay day.

SECTION 3 - EMERGENCY CALL IN PROVISIONS

Any employee called in for emergency work shall perform only the work for which he/she was called, and shall be paid one and one-half times his/her regular rate of pay. An employee called in on a holiday shall be compensated at time and one-half (1 ½) beyond his regular compensation. Employees shall be paid for all time worked during such emergency, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of three (3) hours pay regardless of time actually worked.

Employees called in for emergencies or before their regular starting time shall be allowed one (1) hour to report for work.

SECTION 4 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee no later than the next regular pay day.

If any employee quits voluntarily or retires, the Employer shall pay all money due to the employee on the next payday following such quitting or retirement. "Money dues" shall include wages and accrued vacation credits and personal leave credits.

SECTION 5 - LAYOFF AND RECALL NOTICE

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off, or one week's pay in lieu thereof if such notice is not provided.

A laid off employee shall be given five (5) days notice of recall, without loss of benefits or rights, and such notice shall be mailed to his/her last known address by certified mail, return receipt requested. In the event the employee fails to report within the time specified, the employee shall lose all benefits and rights he might have with the Employer and a new employee may be hired. However, if the fifth (5th) day is a Saturday or Sunday, the employee shall have until the next regularly scheduled workday to report to work.

SECTION 6 - TIME CLOCK POLICY

The parties agree to record their hours (punch in and out only) with an agreed upon time clock to be installed in each location. The agreed upon time clock is the same one that is currently being used by the police department. This time clock will be used for record keeping purposes only.

SECTION 7 - VEHICLE USE POLICY

Effective January 1, 2009, Village vehicles will no longer be taken home at night except by the employees who are scheduled to be on call during weekends and holidays. Each employee that utilizes a Village vehicle will record mileage daily. Village vehicles will be used for official travel during work hours for the Village. Village vehicles will only be used within the Village for official business only during the hours of work. Vehicle use outside of 30 miles will require approval of a board member. Village vehicles will be signed in and out daily.

ARTICLE 10 - HEALTH AND WELFARE

The Employer agrees to sign the standard New York State Teamster Council Health and Hospital Fund Participation Agreement and any other accompanying documents required by the Fund to continue providing the same level of benefits.

The Employer will continue to pay the full cost of health insurance for all employees hired prior to July 1, 1997. All persons hired after July 1, 1997 will be required to pay fifteen percent (15%) of their health insurance. The employee's fifteen percent (15%) share shall be deducted from their gross pay before taxes, if permitted by law.

Summer help, as defined in Article 9, Section 2, shall not have health and welfare contributions made on their behalf.

The Employer agrees to pay medical benefits following retirement of bargaining unit employees. The contribution rate to the retiree will be based on 1.2% of \$85.00, the premium rate effective June 1, 1997, multiplied by the employee's years of employment with the Village of Alfred. This benefit is limited to a five (5) year period beginning at the date of retirement. Further, these Village contributions will cease when the retired employee:

- a) reaches 65 years of age; or
- b) is covered by another policy providing comparable medical benefits; or
- c) receives an annual salary from any source(s) following retirement from the Village of Alfred that exceeds one-half of the salary paid during the final year of service with the Village.

ARTICLE 11 - PENSION

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 present retirement plan until June 10, 1991 at which time the Employer shall begin the plan designated as "1/50th Non-Contributory Plan" and is described in Section 75-I of the Retirement and Social Security Law of the State of New York.

It is understood and agreed upon that any employee hired on a full-time basis on or after July 1, 1976 are Tier 3 members in accordance with the rules of the New York State Employee Retirement System, and as such, must contribute 3% of their wage.

It is further understood and agreed upon that any employee hired on a full-time basis on or after September 1, 1983 are Tier 4 members in accordance with the rules of the New York State Employees Retirement System, and as such, must contribute 3% of their wage.

The Tax-Deferred Annuity plan furnished by Mutual of America now in effect shall remain in effect through the duration of this Agreement.

Summer Help, as defined in Article 9, Section 2, shall not have pension contributions made on their behalf.

ARTICLE 12 - LEAVE

SECTION 1 - PERSONAL DAYS

Each employee shall be granted four (4) days of personal leave annually. Each employee shall receive eight (8) hours pay per day of personal leave in addition to all other benefits provided for by this Agreement. Each employee shall give the Employer as much advance notice as possible of his/her decision to take personal leave.

SECTION 2 - VACATION

Vacation days shall accrue according to the following schedule. Vacation will normally be taken in the year earned. However, up to one-half (1/2) of any unused vacation days can be taken in pay, at the regular rate, at the end of the fiscal year. No vacation days can be carried over to the following fiscal year.

1 year seniority	5 days
2 years seniority	10 days
6 years seniority	15 days
10 years seniority	20 days
15 years seniority	22 days
20 years seniority	25 days

Employees shall receive eight (8) hours pay per day of vacation, in addition to all other benefits provided by this Agreement. If the employee notifies the supervisor in writing two calendar weeks prior to his/her decision to take his/her vacation days, the Employer shall not deny the request.

The employee shall be paid the vacation pay in the payroll check immediately preceding the payroll period in which the vacation falls.

Any employee who agrees to work during his/her vacation shall receive time and one-half (1 ½) for all hours worked, with a three (3) hour guarantee, and shall have all vacation rights extended accordingly based on all hours worked. However, no employee that has scheduled and been granted vacation shall be compelled to report for work if called.

SECTION 3 - FUNERAL LEAVE

If there is a death in the immediate family, household, or extended family of any employee, the Employer shall pay the employee eight (8) hours pay per day, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend funeral as well as to attend to matters relating to the death of the family member.

Leave under this Section shall not exceed four (4) working days for members of the employee's immediate family and shall not exceed two (2) working days for members of the employee's household or extended family.

The term "immediate family" means parents, spouse, children, siblings.

The term "household" means any person who resides permanently with the employee, excluding unrelated boarders or renters but included are children in foster care.

The term "extended family" means father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren.

SECTION 4 - SICK LEAVE

In the event of illness or injury the employee will be granted sick time with full pay, subject to the usual withholdings, based on a regular forty (40) hour week of five (5) eight (8) hour days. If the employee is ill for more than seven (7) consecutive work days and the Employer's insurance coverage takes effect this amount will be received by the Employer as an offset of sick time costs. The Employer agrees to such arrangement for a period up to twenty-six (26) weeks.

An employee shall not be required to produce a physician's certification of illness or fitness to return to work, except that the Employer may require such if the absence is for three (3) or more days.

If the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer. This examination shall be at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his/her job duties, then a third physician, who shall be selected and mutually agreed upon by the two physicians, shall make the final determination. The full cost of the third physician shall be borne by the Employer.

If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of the required absence without charge against any leave credits. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that the employee's return to duty will not jeopardize the health of any other person.

Employees on sick leave due to accident or illness shall receive full retirement contributions and coverage.

In those cases where the entitlement to all sick-time has been exhausted, the Employer shall grant applications for extended sick time without pay. Such extension shall be for not more than one (1) year and shall be granted under such conditions, as the Employer deems appropriate.

SECTION 5 - HOLIDAYS

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

- New Years Day
- Martin Luther King Jr. Day**
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- First Day of New York Large Game Season
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

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

If any of the specified holidays fall when an employee is on vacation, the employee shall have the option to receive an additional vacation day or to receive an additional days compensation for each holiday so falling.

Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) hours.

Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to holiday pay at straight time, time and one-half (1 ½) for the hours worked with an eight (8) hour guarantee under the emergency provisions of this Agreement.

To receive holiday pay, the employee must have worked his last scheduled workday preceding the holiday and his first scheduled workday succeeding the holiday 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 employees shall not be eligible for holiday pay.

SECTION 6 - LEAVE OF ABSENCE

An employee with two (2) or more years of service may request an unpaid leave of absence for up to one year. An employee with ten (10) or more years of service may request an unpaid leave of absence for up to two (2) years. If the unpaid leave of absence is for one year or less, the employee shall continue to accrue seniority. If the unpaid leave of absence is for more than one year, the employee shall accrue seniority during the first year of the leave but shall not accrue seniority for the leave time after the first year.

Any employee desiring an unpaid leave of absence from employment shall secure written permission from the Employer as soon as reasonably possible prior to the leave. During the period of absence, the employee shall not engage in gainful employment unless otherwise agreed to by the Employer. An employee's request for a leave of absence shall not be denied if the leave is for good cause. Good cause shall include, but not limited to, the following reason: to address the illness or other health matters of an employee or member of the employees immediate family or household when the absence would extend beyond the employee's accumulated sick leave (including maternity or paternity leave).

If the leave of absence is for reasons of the employee's health or the health of the employee's family or members of the employee's household, the Employer shall pay the employee's health insurance premiums for an amount of time sufficient so that the employee will be covered by health insurance in the calendar quarter following the calendar quarter in which the employee begins his leave. To be eligible for the extension of health insurance contributions, the employee shall furnish to the Village a letter from a licensed medical practitioner attesting to the fact that the leave of absence is required for medical reasons. However, the Employer's obligation to pay health insurance premiums shall not exceed eight (8) weeks.

If the unpaid leave of absence is for ninety- (90) days or less, there shall be no effect on the employee's entitlement to vacation for the following year. If the unpaid leave is for more than ninety- (90) days, the amount of vacation that the employee is entitled to take in the year following the leave shall be prorated to the nearest whole day. In computing the proration, the employee's vacation time shall be reduced by one-ninth for each month, or portion thereof exceeding ninety- (90) days.

SECTION 7 - MILITARY LEAVE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967 as amended, shall be granted all rights by the Act.

SECTION 8 - JURY DUTY AND COMPELLED APPEARANCES

Employees required to serve on jury duty will be entitled up to twenty half-days of normal pay per year. Once this time is exhausted an employee may take vacation, personal leave or leave of absence without pay. Jury duty will be considered good cause to be granted leave of absence pursuant to Article 12, Section 6.

ARTICLE 13 - CONTINUATION OF CURRENT EMPLOYMENT PRACTICES

The parties agree to continue current practices with respect to terms and conditions of employment except to the extent that such terms and conditions of employment have been modified by 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.

ARTICLE 14 - SAVINGS AND SEPARABILITY

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

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either part for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 15 - 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.

ARTICLE 16 - MISCELLANEOUS

UNIFORMS. The Employer, at its expense, shall furnish and maintain uniforms with five (5) changes per week. All uniforms, equipment and supplies shall be furnished by a Union supplier whenever possible.

TRAVEL EXPENSES. The travel expenses* associated with attending school, seminars, or meetings required by the Village shall be paid by the Employer. Travel expenses, other than mileage, shall be paid prior to the employee's participation in such school, seminar(s), or meeting(s). Mileage, where relevant, shall be paid upon the return of said employee(s).

(*Travel Expenses means tuition, meals, lodging, mileage.)

ARTICLE 17 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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.

ARTICLE 18 - DURATION, NOTIFICATION, AND REOPENING

This agreement shall continue in full force and effect from **JUNE 1, 2008 through MAY 31, 2012.**

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.

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.

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AGREED TO AND SIGNED this day by:

TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters, by:

William E. Arnold

Business Agent

DATE: 10-28-08

DATE: _____

VILLAGE OF ALFRED, New York Streets & Sewer Departments by:

[Signature]

[Signature]

DATE: 11-4-08

DATE: _____