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#### **Contract Database Metadata Elements**

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Scio, Town Of And Teamsters Local  
Union 317

**LABOR AGREEMENT**

**BETWEEN**

**THE TOWN OF SCIO, New York**

**AND**

**TEAMSTERS LOCAL UNION 317**

**JANUARY 1, 2000 - DECEMBER 31, 2002**

**NYS PUBLIC EMPLOYMENT RELATIONS BOARD  
RECEIVED**

**MAR 30 2000**

**CONCILIATION**

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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, AFL-CIO, and Teamsters Joint Council 18, hereinafter called the "Union", and The TOWN OF SCIO, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of all Highway Department employees in the classifications of work covered by this Agreement for the purpose of rates of pay, wages, hours of employment, and other conditions of employment as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).

**ARTICLE 2 - SAVINGS AND SEPARABILITY**

If any Article or Section of this Agreement and/or appendices be held unlawful and unenforceable by any court or tribunal of competent jurisdiction, such decision of the court or tribunal shall only apply to the specific Article or Section or appendice thereof directly specified in the decision; upon the issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalid Article or Section or appendice.

**ARTICLE 3 - 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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 4 - 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.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. 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. 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.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

SECTION 2 - 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. Whenever possible, advance notice will be provided.

ARTICLE 4 - EMPLOYEE ORGANIZATION RIGHTS ... continued

SECTION 3 - DUES AND OTHER DEDUCTIONS

Dues Check-off: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the 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, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

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.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

SECTION 4 - PICKET LINES

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 is agreed that no employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such employee be subject to any form of disciplinary action as a result of such damage.

SECTION 5 - BULLETIN BOARD

The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

ARTICLE 4 - EMPLOYEE ORGANIZATION RIGHTS ... continued

SECTION 6 - STEWARDS

The Employer recognizes the right of the Union to designate a Steward and Alternate from the Employer's seniority list. The authority of the Steward and Alternate 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 collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Steward".

SECTION 7 - 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, 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, national origin, age, marital 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.



**ARTICLE 5 - EMPLOYER RIGHTS**

Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Employer shall have the unquestioned right to exercise all normally accepted management prerogatives hereinafter provided, including:

- (a) Subject to the provisions of the Civil Service Law of the State of New York and the Rules for the Classified Civil Service of Allegany County to appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles, and compensation, to suspend, discharge, discipline, promote, demote or transfer or release employees because of lack of work or for other proper and legitimate reasons.
- (b) The right to fix operating and personnel schedules, determine work loads, arrange transfers, order new work assignments and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Employer by law.

**ARTICLE 6 - BARGAINING UNIT**

The terms and conditions of this Agreement shall apply to all non-supervisory and non-clerical employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Town of Scio Highway Employees, except that persons employed pursuant to Workfare or who are temporary summer help shall not be included within the bargaining unit. No bargaining unit member shall be laid off as a result of bargaining unit work being performed by persons employed pursuant to Workfare or Summer Youth Programs.

**ARTICLE 7 - SUBCONTRACTING**

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

ARTICLE 8 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

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 six (6) month 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 six (6) months, 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 and vacations.

Seniority shall be broken only by discharge, resignation, or more than a two (2) year layoff.

**ARTICLE 9 - 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. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job oral or written reprimand. The employee shall not be required to sign any statement arising out of the questioning. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

ARTICLE 10 - 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, or when first learned 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.

SECTION 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 Town Highway 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 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 the Town Supervisor. 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 4: If the dispute cannot be satisfactorily resolved, the issue may be submitted for final and binding arbitration by either party to the New York State Employment Relations Board. If unavailable, the NYS Public Employment Relations Board (PERB) will be utilized. The costs of such arbitration shall be borne equally by the Employer and the Union.

**ARTICLE 11 - REVIEW OF PERSONAL HISTORY FOLDER**

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 appropriate 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.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies.

Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

**ARTICLE 12 - EXAMINATIONS**

Any expense for any examinations or licensing, including Commercial Drivers License (CDL), required by the Employer or required by law shall be paid by the Employer in full, except to the extent that the employee's health insurance covers such expenses, in which case such portion paid by the employee's health insurance shall be the responsibility of the employee.

Further, it is agreed that no employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

ARTICLE 13 - 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.

The Employer shall endeavor to keep all tools and equipment in good condition, as it is the aim of the Employer to provide adequate and safe tools and equipment in order to promote safety for the public as well as its employees. It shall be the duty of any employee to notify his superior when he observes what he believes to be unsafe tools or equipment.

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.

SECTION 3 - PROTECTIVE CLOTHING

The Employer shall provide to the employees the necessary gear for adequate protection from inclement weather conditions including, but not limited to, raingear, gloves, and coveralls. The Employer will also provide, including but not limited to, hard hats, safety glasses, safety vests, and flags.

The Employer shall further provide each employee with one (1) pair of OSHA approved quality work shoes at a maximum of \$100.00 annually. Effective January 1, 2001 the work shoe allowance will be increased to \$110.00 annually. Effective January 1, 2002 the work shoe allowance will be increased to \$120.00 annually.

ARTICLE 14 - WAGES AND HOURS  
SECTION 1 - HOURS

The Town Highway Superintendent will determine which Option is in effect. There shall be at least three (3) work days' notice of an Option change. The unit members and the Highway Superintendent may jointly elect to start the Options earlier or later.

OPTIONS A:

1. Eight (8) consecutive hours in a regular work shift, exclusive of the one-half (1/2) hour lunch period, shall constitute a normal work day.
2. Five (5) days, Monday through Friday, shall constitute a normal work week.
3. The regular work day shall commence at 6:00 a.m. and end at 2:30 p.m., with a non-paid lunch period from 12:00 noon to 12:30 p.m. The lunch period time is subject to change at the discretion of the Highway Superintendent.
4. From October to on or about the third week of April, the Highway Crew will follow the terms of Option A from the conclusion of the pay period which incorporates April 15th and October 15, at the discretion of the Town Highway Superintendent.

OPTION B:

1. On or about the third week of April to on or about the week of October 15th, ten (10) consecutive hours in a regular work shift, exclusive of the one-half (1/2) hour lunch period, shall constitute a normal work day.
2. Four (4) days, Monday through Thursday, shall constitute a normal work week.
3. The regular work day shall start at 6:00 a.m. and end at 4:30 p.m. with a non-paid lunch period from 12:00 noon to 12:30 p.m. The lunch period time is subject to change at the discretion of the Highway Superintendent.

OPTION A & B: REST PERIODS. The Town agrees to schedule two (2) paid rest periods each work day of fifteen (15) minutes each, one (1) before lunch and one (1) after lunch. The time of the rest periods will be at the discretion of the Highway Superintendent.

OPTION C:

During snowplowing season (on or about November 1st to the third week of April) the regular work day shall commence at 4:00 a.m. to 12:00 noon, including a thirty (30) minute paid lunch period.

ARTICLE 14 - WAGES AND HOURS ... continued

SECTION 2 - WAGES

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

- Deputy Highway Superintendent (DHS)
- Heavy Motor Equipment Operator (HMEO)

The following hourly wage scales shall prevail:

<u>EFFECTIVE:</u>	<u>1/1/2000</u>	<u>1/1/2001</u>	<u>1/1/2002</u>
DHS	\$12.35	\$12.75	\$13.20
HMEO	\$11.85	\$12.25	\$12.70

NEW HIRE RATE: New hires will start at one dollar (\$1.00) per hour less than the above wage scale with an increase of fifty cents (\$.50) per hour after completing six (6) months employment. Upon completion of one year employment a new hire's rate will increase to the above wage scale.

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

<u>EFFECTIVE:</u>	<u>1/1/2000</u>	<u>1/1/2001</u>	<u>1/1/2002</u>
After 5 years seniority ...	\$.06 p/hr	\$.07 p/hr	\$.08 p/hr
After 10 years seniority ...	\$.085 p/hr	\$.095 p/hr	\$.105 p/hr
After 15 years seniority ...	\$.11 p/hr	\$.12 p/hr	\$.13 p/hr
After 20 years seniority ...	\$.135 p/hr	\$.145 p/hr	\$.155 p/hr

OVERTIME: Time and one-half (1 1/2) shall be paid for all work performed in excess of eight (8) or ten (10) hours per day, as appropriate, and forty (40) hours per week. Overtime wages shall not exceed time and one-half (1 1/2). Overtime will be split evenly among employees as much as possible. The exception will be when a more experienced person is needed to perform a specific job.

Unit members shall be afforded the opportunity to work all overtime hours prior to the Superintendent doing such work. This term and condition of employment shall include, but not be limited to, the operation of any equipment that falls under the Allegany County clarification of Heavy Motor Equipment Operator (HMEO) and specifically the road grader, gradall, loader, roller, bulldozer and plow trucks over 26,000 pounds GVW currently owned by the Town.



ARTICLE 14 - WAGES AND HOURS ... continued

SECTION 2 - WAGES ... continued

PAY DAY: Employees shall be paid by the lunch break on every other Thursday (bi-weekly), providing unforeseen circumstances do not occur. Errors or shortages shall be corrected by lunch break on the work day following payday except in cases where the shortage is more than twenty-five dollars (\$25.00), in which case the shortage shall be paid by the end of the employee's shift on the third work day following payday.

SECTION 3 - EMERGENCY CALL IN PROVISIONS

Any employee called out for work other than his regular eight (8) or ten (10) hour work day or forty (40) hour work week will be for a minimum of three (3) hours at the rate of time and one-half (1 1/2).

Employees called in for emergencies or before their regular starting time shall be allowed at least one-half (1/2) 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 on the next pay day.

If an employee resigns voluntarily, retires or dies, the Employer shall pay all money due to the employee or estate on the next payday following such quitting, retirement or death.

"Money due" shall include, but not be limited to, wages, accrued vacation.

SECTION 5 - LAY OFF and RECALL NOTICE

The Employer shall provide any employee being laid off with forty-eight (48) hours' notice that he/she is being laid off.

A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested or by personal service.

**ARTICLE 15 - HEALTH INSURANCE**

Effective 4/1/2000 the Employer agrees to provide health insurance at no cost to the employees through participation in the New York State Teamsters Council Health and Hospital Fund (the "Fund") Municipal Plan at the weekly 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.

The Employer agrees to continue payments on behalf of a laid off or terminated employee for thirty (30) working days past the date of layoff or termination.

The Employer shall provide employees with Worker's Compensation Insurance, Disability Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law.

**ARTICLE 16 - PENSION**

The Employer participates in the New York State and Local Employee Retirement System. It is mandatory that employees who are engaged in full-time positions after July 1, 1976 join the New York State Retirement System and are required to contribute three (3) percent of their gross wage to the retirement plan. Payment will be made through payroll deductions.

Further, the Employer agrees to adopt the required resolution to add Section 41J to the New York State Employee Retirement System as soon as possible following the ratification of the 1995-1999 Agreement. This Section allows an employee to receive pension credit for unused sick leave at the time of retirement, up to a maximum of 165 days.

DEFERRED COMP. See attachment to this Agreement.

ARTICLE 17 - VACATION

Vacation days shall accrue according to the following schedule. Vacation will normally be taken in the year earned, however, for good cause, vacation time may be transferred to the following year upon the mutual agreement of the employee and the Employer.

NEW HIRES AFTER 1/1/1998: Those hired before October 1st will become eligible for their first year allotment of vacation after one (1) year of service and the next years' vacation allotment on the following January 1st. Those hired after October 1st will be eligible for their first year allotment of vacation on January 1st after completion of one (1) year of service.

1 year seniority ..... 40 hours  
2 years seniority ..... 80 hours  
11 years to 20 years ... add 8 hours per year to base

Employees shall receive eight (8) or ten (10) hours pay per day of vacation, as applicable, in addition to all other benefits provided by this Agreement. The employee shall be paid the vacation pay in the payroll check immediately preceding the payroll period during which the vacation falls.

Each employee has the right to schedule his/her own days of vacation, subject to the approval of the Town Highway Superintendent. In the event that two or more employees request vacation during the same period and it is deemed by the Town that this would adversely effect the operation of the Town due to the need for a particular labor skill, seniority will prevail in determining the vacation schedule.

During the annual Fourth of July shutdown, employees will continue to use thirty (30) hours of vacation for that week.

Time lost from work as a result of an accident for which Worker's Compensation is allowed, or would have been allowed, shall be included in computation of hours worked up to forty (40) hours in any one (1) week for time so lost.

ARTICLE 18 - HOLIDAYS

Holiday Pay Eligibility: All employees shall receive 8 or 10 hours pay, as applicable, at their regular straight time rate for the holidays listed below. Further, an employee must work his/her last scheduled work day preceding the holiday and his/her first scheduled work day succeeding the holiday, unless absent due to Workers Compensation or illness substantiated by proof acceptable to the Town or otherwise excused by the Highway Superintendent.

RECOGNIZED HOLIDAYS

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day After Thanksgiving  
Day Before Christmas  
Christmas Day  
Floating Day (upon completion of 3 months service)

When a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday.

If any of the specified holidays fall when an employee is on vacation, such holiday shall not be considered part of the vacation period.

Time and one-half (1 1/2) shall be paid for all hours worked on any of the holidays listed above, in addition to holiday pay if eligible.

ARTICLE 19 - LEAVE

SECTION 1 - PERSONAL DAYS

Effective January 1, 1999 each employee shall be granted three (3) personal days annually. Effective January 1, 2001 each employee shall be granted three and one-half (3 1/2) personal days annually. Effective January 1, 2002 each employee shall be granted four (4) personal days annually. Each employee shall receive eight (8) or ten (10) hours pay per day of personal leave, as applicable, in addition to all other benefits provided for by this Agreement. Whenever possible employees shall give the Employer at least twenty-four (24) hours advance notice of his/her decision to take personal leave. Any unused personal days at the end of the year will be applied to the Sick Leave accumulation.

SECTION 2 - FUNERAL LEAVE

If there is a death in the immediate family or household of any employee who has completed one (1) year of continuous service with the Town, the Employer shall pay the employee eight (8) or ten (10) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement, for each day of leave. An employee with less than one (1) year of service shall receive three (3) days off at one-half (1/2) their daily rate. This leave is to enable the employee to attend the decease's funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Compensation under this Section shall not exceed three (3) working days.

The term "immediate family" means father, mother, current spouse, children, grandchildren, brothers, sisters, grandparents, current father-in-law, current mother-in-law, current brother-in-law and current sister-in-law.

SECTION 3 - JURY DUTY

Employees who are called for jury duty as required by law will be paid the difference between the pay received for such jury duty and what they would have earned had they worked that day, including premium pay up to a maximum of eighty (80) hours in every year.

If requested to serve and selected for Grand Jury duty, the Town shall consider paid release time on an individual basis. The Town will immediately notify the Union office of its decision and if necessary, the parties shall meet.

Jury pay is intended to prevent loss of wages that would have been earned had not jury duty interfered. Therefore, jury pay will not be given under the following conditions: (a) For Saturday, Sundays, and/or holidays; (b) During an employee's vacation; (c) During lay off of a department or operation of a full shift or more; (d) For more than the number of hours regularly scheduled for an employee's job.

ARTICLE 19 - LEAVE ... continued

SECTION 4 - SICK DAYS

Upon completion of one (1) year of continuous service, effective 1/1/1998 employees shall receive twelve (12) sick days annually, effective the first working day of the calendar year. The total accumulation shall not exceed one hundred sixty-five (165) paid sick days. Upon retirement, the employee may be credited for unused sick days under the provisions of Section 41J of the New York State Retirement System, but not to exceed one hundred sixty-five (165) days.

Paid sick leave may be used to address the illnesses or other health matters of a member of the employee's immediate family upon written medical substantiation that the presence of the employee is required to be absent from work. For this Section, "immediate family" means current spouse, child, mother and father.

The employee shall notify the Employer of his illness no later than one (1) hour after his/her scheduled start time.

After three (3) days on sick leave, and upon request by the Maintenance Superintendent, the employee shall provide the Maintenance Superintendent with a doctor's statement that the employee was unable to work because of his/her illness. A failure on the part of the Maintenance Superintendent to make such a request does not waive that right in the future.

Employees can draw from accumulated sick days the difference between his/her regular weekly wage and Workers Compensation or disability allowance. The employee will receive accrued sick days pay and will submit either Workers Compensation or disability payments to the Town. Upon receipt, the Town will adjust the difference to the accrued sick day account.

Employees on sick leave shall receive eight (8) or ten (10) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement.

In those cases where the entitlement to all sick time has been exhausted, the Employer shall grant applications for extended sick time without pay.

SECTION 5 - MILITARY LEAVE

Time off will be granted in accordance with federal or state statutory requirements. Difference in pay, if any, will be made between your regular weekly salary rate and your military pay for the period to a maximum of eighty (80) hours per year. Payment will be made upon presentation to the Town of a letter from your commanding officer, verifying the amount received from the government for the training period.

## ARTICLE 20 - MAINTENANCE 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.

## ARTICLE 21 - 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 22 - PERSONAL CONDUCT

1. Employees are expected to conduct their daily work in a business-like manner. Dishonesty, fighting, drinking alcoholic beverages, illegal substances, loafing while on the job or refusing to carry out reasonable instructions are grounds for disciplinary action up to and including discharge.
2. Excessive absenteeism or tardiness will not be allowed, and disciplinary action based on documented information will be handled by the Highway Superintendent.
3. Any questions concerning these terms and conditions of employment or clarification of any point, must be directed first to the Superintendent or in his absence, to his Deputy.
4. Any employee has the right to address any questions concerning the terms of this contract or clarification of any point to the highway representative of the Town Board.
5. Corrective discipline. Depending upon the seriousness of the offenses, progressive discipline will be a verbal warning, a written warning, three (3) days disciplinary layoff, one (1) week disciplinary layoff, and termination.

ARTICLE 23 - DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from JANUARY 1, 2000 through DECEMBER 31, 2002.

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 either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the end of the fiscal year.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board.

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AGREED TO AND SIGNED this day by:

TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, By:

James E. August  
Business Agent

DATE: March 13, 2000

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DATE: \_\_\_\_\_

TOWN OF SCIO, New York

By:

Daniel B. Fleming  
SUPERVISOR

DATE: 3/19/2000

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DATE: \_\_\_\_\_