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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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OFFICE OF THE CHAIR

LABOR AGREEMENT

BETWEEN

THE TOWN OF SCRIBA
New York

AND

TEAMSTERS LOCAL UNION 317

SEPTEMBER 1, 2002

RECEIVED

JUN 14 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

TOWN OF SCRIBA, NY and TEAMSTERS LOCAL 317

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TOWN OF SCRIBA, NY and TEAMSTERS LOCAL 317

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TOWN OF SCRIBA

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 SCRIBA, 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 collective bargaining 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, or any supplements or riders thereto 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 collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3 – 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 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. For new employees, the payment shall start thirty-one (31) days following the date of employment. Provided, however, that the foregoing provisions of this subdivision shall only be applicable in the case of an employee organization which has established and maintained a procedure providing for the refund to any employee demanding the return of any part of and agency shop fee deduction which represents the employee's pro rata share of expenditures by the organization in aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment. Nothing herein shall be deemed to require an employee to become a member of such employee organization.

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.

Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

TOWN OF SCRIBA

ARTICLE 3 – EMPLOYEE ORGANIZATION RIGHTS...continued

SECTION 2 – 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.

Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers. Deductions shall be made and remittance to the appropriate financial institution(s).

TOWN OF SCRIBA

ARTICLE 3 – EMPLOYEE ORGANIZATION RIGHTS ...continued

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 and the Agent notifies the Highway Superintendent before conducting his/her business.

SECTION 4 – STEWARDS

The Employer recognizes the right of the Union to designate a Steward and an Alternate from the Employer's seniority list. The authority of 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 transmission of such messages and information which shall originate with, and are authorized by the Union or its officers.

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

The Steward or 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.

TOWN OF SCRIBA

ARTICLE 3 – EMPLOYEE ORGANIZATION RIGHTS ... continued

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, 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.

SECTION 6 – 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.

TOWN OF SCRIBA

ARTICLE 4 – 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, through the grievance procedure provided for in this Agreement.

The Town has the sole right to the determination of the number of highway employees they will retain.

ARTICLE 5 – BARGAINING UNIT

SECTION 1 - DEFINED

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 to the duties of the Town Highway Employees, except that persons employed pursuant to Workfare or who are temporary summer help shall not be included within the bargaining unit. Included in the bargaining unit are the Deputy Highway Superintendent, all full-time motor equipment operators, and any other employees of the highway department who perform work operating, repairing, or maintaining highway department vehicles or equipment except for major repairs, sandblasting, painting or installing and removing truck bodies.

REGULAR FULL-TIME EMPLOYEE: an employee who is regularly scheduled to work a minimum of eight (8) hours per day and forty (40) hours per week.

SEASONAL FULL-TIME EMPLOYEE: an employee who is scheduled to work a minimum of forty (40) hours per week during a given season.

PROBATIONAY EMPLOYEE: Newly hired employees (except seasonal) will serve a probation period of six months before being considered full-time.

SECTION 2 – PROTECTION OF UNIT WORK

Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement. This restriction shall not apply in the case of Supervisors performing unit work for the purpose of training or demonstration or in the case of the Highway Superintendent performing unit work in accordance with past practices.

TOWN OF SCRIBA

ARTICLE 6 – 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 county classification and seniority date shall be included on this posting. Within thirty (30) 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 forward a copy of the amended list to the Union.

SECTION 2 – APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times as they apply to lay-off and recall from lay-off of Highway employees.

Seniority shall be broken only by discharge for just cause, resignation, or for more than three (3) consecutive years on lay-off.

Seniority shall not accumulate during periods of layoff.

ARTICLE 7 – DISCIPLINARY ACTION

The Employer shall not discharge or suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee, in writing, of their discharge or suspension, and the reason therefore. Such written notice shall be given to the Steward. All employees are entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer.

TOWN OF SCRIBA

ARTICLE 8 – 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 Steward or alternate at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have five (5) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, the matter will be considered closed and all parties shall waive the right to grieve the matter. If a party to this Agreement fails to respond to a grievance within ten (10) working days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

SECTION 2 – 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.
- 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.
- 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 designated by the Town.
- Step 4: If the dispute cannot be satisfactorily resolved, the issue may be submitted to final and binding arbitration. The arbitrator will be selected from the American Arbitration Association. The costs of such arbitration shall be borne equally by the Employer and the Union.

TOWN OF SCRIBA

ARTICLE 9 – 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 that relates to adverse documents 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.

An employee may request and be provided copies of all adverse 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. The final decision rests with the Employer.

ARTICLE 10 - EXAMINATIONS

All Highway Department employees must hold a valid New York State Commercial driver's license.

Any individual that forfeits their current New York State Commercial driver's license shall subject themselves to discharge if the license is not restored within six (6) months, or (9) months if the delay is not due to the employees negligence.

TOWN OF SCRIBA

ARTICLE 11 – 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 or 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. It shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted, however such equipment shall be tagged only after it has been inspected by the Maintenance Department. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an “OK” in a conspicuous place that will be visible to anyone who might attempt to operate the 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 rain gear and rain boots as needed for adequate protection from inclement weather conditions. The Employer shall also provide employees with work gloves as needed.

TOWN OF SCRIBA

ARTICLE 12 - WAGES AND HOURS

SECTION 1 - HOURS, OVERTIME

The standard workweek for all regular full-time employees shall be eight (8) hours per day and forty (40) hours per week. The standard workweek shall consist of five (5) consecutive eight (8) hour days running from Monday through Friday.

LUNCH BREAKS. All Employees will be entitled to one-half (1/2) hour unpaid lunch break.

All employees will be allowed one (1) paid fifteen minute break per day when working indoors to be taken at their discretion. When working away from the headquarters, there will be no stopping at restaurants, coffee shops, etc. with Town trucks for the break.

OVERTIME. Employees shall be paid time and one-half (1 1/2X) their regular, straight-time hourly rate of pay for all hours worked after eight (8) hours in a day or over forty (40) in a week and for any work performed on a day that is not a regular work day.

CALL IN PAY. When called in to work, employees shall receive two hours pay at the applicable hourly rate, with the time counted as the first two hours of work in that overtime period.

TOWN OF SCRIBA

ARTICLE 12 – WAGES & HOURS ...continued

SECTION 2 – WAGES

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

- Motor Equipment Operator (MEO)
- Laborer
- Seasonal

Wages-

September 1, 2002-\$1,000 lump sum payment, add .25 per hour to hourly wage.

January 1, 2003-\$1,125 lump sum payment, add .25 per hour to hourly wage.

January 1, 2004- Add \$.30 per hour to hourly wage.

January 1, 2005- Add \$.35 per hour to hourly wage.

| <u>EFFECTIVE</u> | <u>09/01/02</u> | <u>01/01/03</u> | <u>01/01/04</u> | <u>01/01/05</u> |
|--------------------|-----------------|-----------------|-----------------|-----------------|
| Laborer & Seasonal | \$10.90 | \$11.15 | \$11.45 | \$11.80 |
| MEO | \$17.90 | \$18.15 | \$18.45 | \$18.80 |

Newly hired employees shall start at \$7.00 per hour below the MEO rate in effect and shall receive an additional \$1.00 per hour increase on each anniversary date and shall be at the full rate after seven years of service.

Seniority Increments- The Town will continue to pay the current system of seniority increments for all employees hired prior to January 1, 2002.

| | | |
|--------------|---------------------------------|------------------------------------|
| <i>total</i> | Five years of service: 10 cents | Fifteen years of service: 60 cents |
| | Ten years of service: 30 cents | Twenty years of service: \$1.00 |

TOWN OF SCRIBA

ARTICLE 12—WAGES & HOURS ...continued

For all employees hired after the effective date of this agreement the following schedule shall apply:

| | |
|---------------------------------|------------------------------------|
| Five years of service: 10 cents | Fifteen years of service: 30 cents |
| Ten years of service: 20 cents | Twenty years of service: 40 cents |

SECTION 2 – WAGES ...continued

PAYDAY: Employees shall be paid bi-weekly on Thursdays.

Each employee's paycheck stub (or an accompanying document with each pay check) shall include a running accumulation, year-to-date, of total wages.

SECTION 3 – LAY-OFF and RECALL NOTICE

The Employer shall provide any fulltime employee being laid off with one week's notice that he/she 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 Agreement.

A laid off fulltime 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.

The Town will maintain and administer, as necessary, the list of laid-off employees for a period of three (3) years for each employee as it applies to rehiring. The Town will offer a one time refusal for rehire and after the second offer, if not accepted, that individual will be removed from the rehire list.

TOWN OF SCRIBA

ARTICLE 13 – HEALTH and WELFARE

The Town shall participate and pay the full cost of the premiums for The New York State Teamster Health and Hospital Fund High Option all Benefit Plan for all full and part-time Highway employees and their dependants (excluding seasonal employees) in accordance with the following weekly schedule:

| | Single | Two-Person | Family |
|-------|---------------------|----------------------|----------------------|
| 2002- | \$56.50 | \$110.75 | \$155.50 |
| 2003- | \$57.75 = 250.25 MO | \$113.00 = 489.66 MO | \$159.00 = 689.00 MO |
| 2004- | \$64.25 = 278.41 MO | \$125.75 = 544.91 MO | \$177.25 = 768.03 MO |
| 2005- | \$72.50 = 314.16 MO | \$141.75 = 614.25 MO | \$199.50 = 864.50 MO |

The Town shall pay all increases in health insurance premiums beyond the expiration date of this agreement, unless otherwise negotiated by the parties..

The Town shall sign the standard Fund Participation agreement as prepared and presented by the Union.

Employees that retire from the Town shall be allowed to participate in the Town of Scriba retirees insurance plan under the same terms and conditions as per current policy.

The Town shall provide employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance as required by federal and/or state laws.

The Town agrees to provide employees with Basic Disability Insurance.

ARTICLE 14 – PENSION

The Employer will continue participation in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system.

It is understood that any full-time employees hired on or after July 1, 1976 are Tier 3 members in accordance with the rules of the New York State Employees Retirement System, and as such must contribute three percent (3%) of their gross wage or as required by State and/or Federal law.

It is further understood that any full-time employees hired 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 three percent (3%) of their gross wage or as required by State and/or Federal law.

Part-time and temporary employees have the option of enrolling in the NYS Employees' Retirement System. If they choose not to enroll, they must sign a form so stating. Otherwise, three percent (3%) of their gross wage may be deducted from each paycheck. Summer Help and Workfare employees shall not have pension contributions made on their behalf.

TOWN OF SCRIBA

ARTICLE 15 - VACATION

All full-time employees will receive paid vacation on their anniversary date under the following schedule:

- 1 year of service.....2 weeks
- 6 years of service.....3 weeks
- 13 years of service.....4 weeks

Additionally, in each year after twenty (20) years, one day will be added to the vacation allotment: i.e. twenty-one (21) years, twenty-one (21) days vacation; twenty-two (22) years, twenty-two (22) days vacation; twenty-three (23) years, twenty-three (23) days vacation, etc. with a maximum of twenty-five (25) days at twenty-five (25) years or more of employment.

Employees shall receive eight (8) hours pay per day of vacation, as applicable, in addition to all other benefits provided by this Agreement.

If an employee resigns or is terminated, the employee will be paid in full for all unused vacation time.

The Employer shall distribute a vacation sign up sheet by March 31 of each year, on which each employee, in order of seniority, shall designate which days he/she wishes to take vacation for that year. The employee may change the days that he/she wishes to take for vacation if he/she notifies the Employer in writing two calendar weeks prior to the beginning of his/her proposed changed vacation day(s). The first two weeks will be selected until all have selected, and one-week intervals thereafter until all have selected desired vacation periods.

One (1) week vacation may be taken in less than one-week increment, i.e. one (1) day at a time or four (4) hour intervals if desired. Forty-eight (48) hours notice is required for the approval by the Highway Superintendent or his designee.

An available employee called off vacation to work shall receive time and one-half (1 1/2X) for all hours worked, and shall have all vacation rights extended accordingly, at the affected employee's regular rate of pay, based on hours worked.

ARTICLE 16 – SICK TIME and PERSONAL TIME

Sick Leave-Employees shall receive twelve (12) paid sick days (96 hours) and three (3) days (24 hours) paid personal leave effective January 1 of each year.

All unused sick leave will be accrued from year to year, with a maximum of 120 days (960 hours) per employee.

Employees will be paid in full for all unused sick leave at retirement. Employees shall receive 50% payment for the current years unused sick leave only if an employee resigns. If an employee is terminated from employment, they shall receive no sick day or personal day payout.

ARTICLE 17 – BEREAVEMENT

All regular employees will be entitled to up to three (3) days off at their straight time hourly rate for eight (8) hours each day for the death of a member of their immediate family when the days of the wake and funeral fall on normal work days. Further, employees will be entitled to one (1) day off at their regular hourly rate of pay for eight (8) hours for the death of a member of their extended family when days of wake or funeral fall on a normal work day.

The term “Immediate Family” consists of parent, spouse, child, mother-in-law, father-in-law, grandchildren, siblings and grandparents.

The term “Extended Family” consists of spouse’s grandparents, sister-in-law, brother-in-law, aunts, uncles, nieces, and nephews.

ARTICLE 18 – HOLIDAYS

Holidays-Employees shall be entitled to fourteen (14) paid holidays per calendar year, to be taken on designated days per the Town calendar.

- | | |
|------------------------|------------------------|
| NEW YEAR’S DAY | LABOR DAY |
| MARTIN LUTHER KING DAY | COLUMBUS DAY |
| PRESIDENTS’ DAY | VETERAN’S DAY |
| GOOD FRIDAY | THANKSGIVING DAY |
| MEMORIAL DAY | DAY AFTER THANKSGIVING |
| INDEPENDENCE DAY | CHRISTMAS DAY |
| | 2 FLOATING HOLIDAYS |

TOWN OF SCRIBA

If any holiday falls on a weekend, the observation of the Holiday shall be either on the last regular scheduled workday before the weekend or on the first regularly scheduled workday after that weekend, as predetermined by the Town. If a holiday falls on a Saturday, it will be taken on a Friday; if it falls on a Sunday, it will be taken on Monday.

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

If Christmas falls on Saturday or Sunday, one day will be observed as a holiday and one day will be used as Floating Holiday to be taken at the employee's option with necessary approval of Highway Superintendent or his designee.

ARTICLE 19 – 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 1957, shall be granted all rights and privileges by the Act.

TOWN OF SCRIBA

ARTICLE 20 – JURY DUTY and COMPELLED APPEARANCES

Any regular employee called for jury duty, subpoenaed to appear as a witness in any proceeding before an arm of government or otherwise compelled to appear in any court or governmental administrative proceeding, shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This compensation shall be in addition to all other benefits provided for by this Agreement.

When an employee reports for jury service or to the court or administrative tribunal on a scheduled workday, he/she shall not be required to report for work on that day, unless dismissed prior to twelve noon (12:00 pm) in Town Court or County Court, at which time the employee shall report for work and the normal one-half (1/2) hour lunch will be granted.

ARTICLE 21 – LEAVE OF ABSENCE

As per State & Federal law

ARTICLE 22 – UNIFORMS & BOOTS

The Town shall provide all employees with uniforms and assume responsibility for laundering and maintenance of said uniforms. Employees shall act in a responsible fashion when dealing with Town Uniforms and equipment.

Further, employees shall receive a boot allowance of \$200.00 annually, \$100.00 per pair for up to two (2) pair per calendar year upon presentation of a receipt showing the purchase of boots which meet OSHA guidelines.

TOWN OF SCRIBA

ARTICLE 23 – 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.

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 24 – SUBCONTRACTING

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

ARTICLE 25 – 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.

TOWN OF SCRIBA

ARTICLE 26 – 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 27 – DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from September 1, 2002 through December 31 2005.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of up to one hundred eighty (180) days preceding the expiration of the Agreement 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 date of the vote on the annual budget, whichever is earlier.

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 for up to one (1) year from date of new contract.

TOWN OF SCRIBA

AGREED TO AND SIGNED this day by:

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

Mal D. Mag
Union President

DATE 8/28/02

Thomas R. MacDermott
Union Steward

DATE 8/28/02

TOWN OF SCRIBA

By: Steven A. Baxter
SUPERVISOR

DATE 08-28-02

Norma Canale
Deputy Supervisor

DATE 8/28/02

ADDENDUM
Effective 09/01/2002

All those Highway Employees who have attained a higher level of pay than the rates set forth in **ARTICLE 12, section 2**, of the Labor Agreement, due to previous percentage increases, will maintain the higher rate of pay. Those persons are:

Lyle Whitney – 23 cents per hour more
David Mulcahey – 23 cents per hour more
Richard Baker – 10 cents per hour more
Thomas Battles – 10 cents per hour more
James Parkhurst – 10 cents per hour more

M. D. M. *8-28-02*
For the Union date

Steven A. Bayra *08-28-02*
For the Town date

Addendum
Memorandum of Understanding
Effective 01-01-2003

This agreement is by and between the Town of Scriba (The Town) and Teamsters Local 317 (The Union). The parties agree that the terms and conditions of this memorandum will run concurrently with the collective bargaining agreement and will only be altered by an express written agreement to modify this specific agreement. The parties agree to the following terms and conditions:

1. **Regular Hours:** From April 1 through November 30 employees may be scheduled for an 8 or 10-hour period within the hours of 6:00 AM and 5:00 PM Monday through Friday.
2. **Fall/Winter Hours:** From December 1 of each year to March 31 of the following year employees may be scheduled to work Monday through Friday for an 8 hour period between the hours of 4:00 AM to 12:00 AM.

The Highway Superintendent will determine the work schedule within the periods defined above, to accomplish the needs of the Highway Department.

Overtime- If an employee is working four (4) ten (10) hour days then they shall be paid overtime after ten (10) hours worked in a day or forty hours worked in a week.

10 Hour Days: When 10-hour days are scheduled by the Highway Superintendent, the following is agreed:

- A. The work-week will consist of four (4) days of ten (10) hours at straight time pay per day or 40 hours per week.
- B. When Vacations are taken, the hours will be charged as used.
- C. When Sickness occurs, the hours will be charged as used.
- D. When Personal Time is taken, the time will be charged as used.

Hours: Holidays During Summer Hours:

During the summer months the employer shall grant a day off in observance of the holiday and employees shall receive 10 hours pay and only work three 10 hour days when on a 4 day, 10 hour work schedule—for up to 3 holidays per year.

M. P. M. 8-28-02
For the Union Date

Steven A. Baxter 08-28-02
For the Town Date