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Contract Database Metadata Elements

Title: **Stockholm, Town of and International Brotherhood of Teamsters (IBT), Local 687 (2004)**

Employer Name: **Stockholm, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **01/01/04**

Expiration Date: **12/31/09**

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BC/7474

COPY

SIGNED
FEB 18, 2005
ORIGINAL

ARTICLES OF AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL UNION 687
14 Elm Street
Potsdam, New York 13676

AND

TOWN OF STOCKHOLM
P.O. Box 206
Winthrop, New York 13697

RECEIVED

JUN 28 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

Effective: 1/1/04

Termination: 12/31/2009

PREAMBLE:

This Agreement made this 18 day of February 2005, by and between the Town of Stockholm, New York (hereinafter called the "Employer") and Teamsters Local Union No. 687 affiliated with the International Brotherhood of Teamsters of America (hereinafter called the "Union"), and the Superintendent of Highways will be hereinafter called "Manager of Employer".

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department employees in work classifications covered by this Agreement for the purposes of collective bargaining.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of 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: UNION SECURITY

3.1 Membership in the Local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

3.2 Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assumes his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

3.3 In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all employees shall, as a condition of continued employment, pay the Local Union, the employees' exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence thirty-one (31)

days following the effective date of this Agreement, whichever is the latter. New employees, whether full or part-time will commence payment after thirty-one (31) days following the date of employment whether said thirty-one days is consecutive or not.

3.4 When the Employer needs additional men, the Union shall be given the equal opportunity with all other sources to provide suitable applicants, but the employer shall not be required to hire those referred by the Union. All applicants shall be residents of the Town of Stockholm.

3.5 A new employee may be discharged or disciplined in the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list in accordance with Article 8, 8.2.

3.6 The Employer agrees to make payroll deductions of Union dues when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions were made. Dues will be withheld from the first payroll of each month.

3.7 In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning Amendments to this Agreement, in accordance with said changes.

No provisions of this Article shall apply in any State to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provisions may become effective, such additional requirements shall first be met.

ARTICLE 4: 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, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5: MANAGEMENT RIGHTS

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, the schedule of operations, the methods, processes and means of operating are solely and exclusively the responsibility of management.

ARTICLE 6: BULLETIN BOARDS

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

ARTICLE 7: MILITARY SERVICE

7.1 Employees enlisting or entering the military or naval service of the United States shall be entitled to such reinstatement rights as may be prescribed by law in effect at the time such person makes application for re-employment, provided the following requirements are met:

- a) Has not been dishonorable discharged.
- b) Is physically able to do the work.

- c) Reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

7.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at no higher place in any training program or job progression program than he occupied when he left to enter service regardless of his credited seniority, and he shall be paid strictly in accordance with the establishment pay schedule for the training program or job progression program.

ARTICLE 8: SENIORITY

8.1 The principles of seniority shall prevail at all times. 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.

When an employee younger in seniority is called for work and works ahead of an available older employee in any work week, the older employee shall receive pay for the work performed at the rate of pay which he would have been entitled to receive if he had performed the work. An employee to be considered available must be able to be contacted by telephone, except if other arrangements have previously been between the employer and the employee.

8.2 After working one hundred eighty (180) days, a new employee shall be placed on the regular seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new employee from working the one hundred eighty (180) day probationary period. The Employer shall notify the Union in writing of the employee's completion of the probationary period.

8.3 Any employee laid off due to lack of work shall accumulate seniority for ninety (90) days following the lay off.

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

ARTICLE 9: JOB STEWARDS

9.1 The Employer recognizes the right of the Union to designate Shop Stewards.

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

- a) the investigation and presentation of grievances in accordance with the provisions of Article 10 of this Agreement.

- b) the transmission of such messages and information which shall originate with, and are authorized by the Union, provided such messages and information

- a) have been reduced to writing, or

b) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

9.3 The Employer recognizes these limitations upon the authority of Job Stewards and shall not hold the Union liable for any unauthorized acts.

9.4 The Steward shall be the last employee to be laid off, and he shall not be discharged without notifying the Union Business Agent.

ARTICLE 10: ARBITRATION AND GRIEVANCE PROCEDURE

10.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, there shall be no work slow down or work stoppage prior to the resolution of the difference or dispute. An earnest effort shall be made to settle such differences immediately and in the following manner:

a) Between the aggrieved employee (with or without the Shop Steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to the complaint. If no satisfactory agreement is reached within five (5) working days, then,

b) Between the Union Business Agent and the Employer. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

10.2 Arbitration: If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for final and binding decision. 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 11: DISCIPLINARY ACTION

11.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward and a copy mailed to the Union office as soon as possible, but not later than one (1) week from the time of the discharge or suspension.

11.2 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 pay day for the payroll period involved.

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

11.4 Should it be proved 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 procedures as set forth in this Agreement.

ARTICLE 12: EXAMINATIONS

12.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other employees only for the time spent at the place of examination, or examined where the time spent by the employee exceeds two (2) hours and, in that case, only for those hours in excess of two (2) hours. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours, unless paid by the Employer.

12.2 The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense. If two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

ARTICLE 13: LEAVE OF ABSENCE

Leaves of absence without pay from the bargaining unit may be granted at the discretion of the employer for not more than sixty (60) days and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the Manager of the employer, and the granting of such leaves of absence must be in writing and a copy furnished to the Union.

ARTICLE 14: MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all time further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 15: PROTECTION OF RIGHTS

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

ARTICLE 16: DECLARATION OF PLEDGE OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employee, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE 17: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

17.1 The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred and twenty (120) days prior to any final budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

17.2 The parties hereby agree that an impasse in such negotiations shall be identified by the 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.

17.3 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employees Relations Board (P.E.R.B.) for mediation and/or fact finding. In the event the unresolved issues are not settled by mediation and/or fact finding, said issues shall be submitted to a Public Employees Relations Board arbitrator for a final and binding decision.

ARTICLE 18: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

ARTICLE 19: COMPANY RULES

There shall be immediate notification in writing by the Employer to the Steward and to the Union of all infractions of Employer rules by employees. Unless such written notice is given to the Steward and to the Union within ten (10) days of such infraction, said infraction by an employee shall be deemed to be condoned.

ARTICLE 20: HOLIDAYS

20.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Columbus Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day, Birthday Day or Floater provided they meet the following eligibility rule:

- a) the employee has seniority as of the date of the holiday;

20.2 Laid-off and furloughed employees shall not be eligible for holiday pay.

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

20.4 Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one-half for the hours actually worked.

20.5 Employees not eligible for holiday pay who work on the holiday shall receive straight time for the hours actually worked; provided, however, that, if such work falls on Sunday, the employee shall be paid in accordance with Article 27, 27.2.

20.6 When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday.

20.7 In applying the holiday pay procedure, when any of the specified holidays falls on Sunday and the day following is observed as the holiday by the State or Federal government, such day shall be considered as the holiday for the purposes of this section.

ARTICLE 21: VACATIONS

21.1 All full-time employees who have been in the employ of the Employer for a period of one (1) year or more shall receive one (1) weeks vacation with pay for forty (40) hours at the straight time rate.

21.2 All full-time employees who have been in the employ of the Employer for a period of five (5) years or more shall receive two (2) week's vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

21.3 All full-time employees who have been in the employ of the Employer for a period of ten (10) years or more shall receive three (3) week's vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

21.4 All full-time employees who have been in the employ of the Employer for a period of eighteen (18) years or more shall receive four (4) week's vacation with pay for forty (40) hours at the straight time for each week of vacation.

21.5 Vacations shall be given in accordance with seniority rights. The vacation season shall be from January 1 through December 31. A vacation schedule shall be posted and weeks signed for prior to December 31 of the year proceeding the year in which vacations are to be taken.

Two employees may be on vacation at any time of the year, except for the period from June 1 through September 15, when only one employee at a time shall be allowed to take vacation; however, exceptions to this policy will be at the discretion of the Highway Superintendent.

21.6 All employees will take the week of the 4th of July as one (1) week of their vacation and the Friday before the 4th of July will be given in place of the Holiday.

ARTICLE 22: FUNERAL LEAVE

22.1 In the event of a death in an employee's immediate family, namely, spouse, children, parents, brothers, sisters, grandparents, and grandchildren, and parents-in-law, the employee shall be paid in full for time lost, but not to exceed three (3) working days, provided the employee attends the funeral service.

22.2 In the event of a death in an employee's immediate family, namely; brothers and sisters-in-law, grandchildren, and aunts and uncles, the employee shall be paid for time lost to attend the funeral service, not to exceed one (1) working day.

ARTICLE 23: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions 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 wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 24: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, except for the existing contract. Any such agreement shall be null and void.

ARTICLE 25: HEALTH AND HOSPITAL

25.1 Eff.	1/1/04	1/1/05	1/1/06	1/1/07	1/1/08	1/1/09
Single	\$ 84.95	78.00	89.90	102.85		
2-Person	\$166.40	151.60	174.00	194.35		
Family	\$214.95	215.30	230.30	262.85		

Rates for years 2008 and 2009 are to be determined by the NYST Health Fund Trustees. The Town agrees to pay the full cost of health insurance for the life of this Agreement.

If the family status changes, the employee may change election, at the time of the change - i.e. if the employee should marry, divorce, birth of a child, death of a spouse, etc. Any status change which reduces the employer contribution will not be considered as wages.

The Union agrees that should the Health Fund reduce the cost of current insurance plan during the life of the Agreement that the Town will receive the new rate.

25.4 The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

25.5 The Highway Superintendent of the Town of Stockholm shall be considered a member of the collective bargaining unit for Health and Hospital coverage purposes by reason of his performing bargaining unit work and shall have contributions made in his behalf by the Employer. Further, the Town at its discretion may opt to allow other Town officials/employees to participate in the Insurance Fund. Such employees/officials will be denoted on the non-bargaining stipulation with the Highway Superintendent.

25.6 The Town of Stockholm will pay single coverage for employees of the Town of Stockholm employed prior to January 1, 2002 at one hundred (100) percent of the cost each month if the retiree has reached sixty (60) years of age and has been

in the service of the employer for a period of twenty-five (25) years. This payment will be made until the employee is eligible for Medicare.

25.7 The Town of Stockholm will pay half (1/2) of a single insurance coverage for employees of the Town of Stockholm employed prior to January 1, 2002 at fifty (50) percent of the cost each month if the retiree has reached fifty five (55) years of age and has been in service of the employer for a period of twenty (20) years. This payment will be made until the employee is eligible for Medicare. Upon ratification of this Agreement Gerald Cootware shall also be entitled to this benefit.

ARTICLE 26: PENSION AND RETIREMENT

The Employer agrees to continue in effect and bear the respective cost of the New York State employee's Retirement System covering bargaining unit employees pursuant to their respective Tiers. Said Retirement Plan shall be the 75-i plan for Tier 1 and 2 only.

ARTICLE 27: WAGES AND HOURS OF WORK:

27.1 The following shall be the classifications and wage rate to be paid:

	Effective 1/1/04	Effective 1/1/05	Effective 1/1/06	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09
M.E.O.	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50
Laborer	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50	\$10.50
(Full-time or part-time)						

Part-time employees will be paid time and one-half for all hours worked on Thanksgiving, Christmas and/or New Year's Day. If the part-time employee does not work on the holiday, he will receive no pay.

Employees hired solely as a Laborer may be used as a wing man. Laborers doing MEO work will be paid the MEO rate.

Effective 1/1/05 with the implementation of one man plowing, each employee shall receive fifty (\$.50) per hour for every hour worked whether plowing or not. This shall take effect each November 1st and end on March 31st.

27.2 The normal work week of the employees covered by this Agreement shall be forty (40) hours. The work week shall be from Monday through Friday inclusive. Normal working hours shall be from 6:00 a.m. to 2:00 p.m. The Employer shall have the right to temporarily change the present working schedules whenever necessary to insure the orderly operation of the facility or to provide for unusual conditions. The Employer will inform the Union of any such changes before it becomes effective. In the event of emergency callout for sanding or plowing, the employees shall be called accordingly to mutual agreement between the shop steward and the Road Superintendent.

While trucks are in operation for the sole intent of sanding and plowing highways during winter maintenance, it will be considered a one (1) man operation except when safety becomes an issue. The driver will be allowed to request a wing man under these circumstances. By mutual agreement of Highway

Superintendent and shop steward. The employee will not be reprimanded for making such a request.

Employees who fail to report to work as scheduled or in a call-in situation will be subject to disciplinary action unless they have an acceptable excuse as determined by the Highway Superintendent.

27.3 All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half. All work performed on Sunday shall be paid for at the rate of time and one-half. Premium time shall not be paid for more than once.

Employees will have the option of receiving comp time up to a maximum of eighty (80) hours accumulation and or being paid at the applicable rate. Unpaid comp time not used during the year will be paid the first pay period in December. The language of Article 32 shall apply for time used.

27.4 All employees with six (6) months, or more, seniority shall be scheduled for a forty (40) hour work week, but in case of an Act of God or lack of work, the employees may be sent home on their scheduled work day. The employee shall, in all cases, receive two (2) hours show-up time. Temporary help of less than one hundred eighty (180) days shall not be considered part of the bargaining unit.

27.5 The Employer must give all full-time employees being laid off one (1) week's notice or one (1) week's pay, after the employee has been continuously employed for a period of ninety (90) days or more, except in case of emergency such as fire, flood, storm, explosion, power failure, and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

27.6 Employees are agreeable to a pay period of every other week effective the pay day of March 4, 1998.

27.8 Call-In: If an employee is called in to work after his regular work day, he will be guaranteed a minimum of two (2) hours call-in pay at the regular rate.

Full-time employees will be contacted on a seniority basis for all instances prior to part-timers for call-ins and overtime. Any full time employee on sick leave or vacation leave will not be called for overtime, unless they contact the Highway Superintendent by 1:00 p.m. Stating they are available to work.

ARTICLE 28: Part-Time Employees

Effective 1/1/05 Any new full time employee hired after January 1, 2005 will be placed on a wage step system. The new employees will begin at no more than two dollars (\$2.00) less per hour than the current full time rate of the contract at the time of hire. The Town will take into consideration the new employee's abilities when basing their starting wage. These new employees will earn a \$1.00 increase per hour in wage in addition to the negotiated wage increase. After each new employee completes his/her second year of full time employment, this additional \$1.00 per hour increase will be finished for that individual. This will now bring the employee to the same rate as the other full time employees.

Part time MEO's and Laborers will have their own seniority list and will be placed on the list on their first day of employment.

Seniority will be determined by drawing of lots if employees are hired on the same date.

Part time employees will be called on a seniority basis for overtime.

ARTICLE 29: SICK LEAVE

29.1 All full-time employees shall be granted eight (8) days leave per year, with accumulation up to one-hundred eighty (180) days.

29.2 No more than three (3) days of sick leave will be granted at one time, with pay, without a doctor's certificate.

29.3 Any employee absent the day before or the day after a holiday or vacation may be required to furnish a doctor's excuse.

ARTICLE 30: JURY DUTY

If an employee is required to serve on a jury, he shall be compensated for lost earnings up to eight (8) hours per day and forty (40) hour per week less any jury duty pay.

ARTICLE 31: CREDIT UNION

The employer agrees to deduct from the wages of each employee, certain amounts which shall be remitted to the credit union indicated by the employee and/or Sea Comm Credit Union on a weekly basis. Said deductions shall be made and so remitted only upon the following conditions:

a) Within thirty (30) days after the effective date of this Agreement or within thirty (30) days after initial date of hire for any employee hired after the effective date of this Agreement. Any member of the bargaining unit who wishes to have said deductions made shall so notify the Employer, in writing, specifying therein the exact amount to be deducted.

ARTICLE 32: PERSONAL LEAVE TIME

Full-time employees shall be entitled to no more than two (2) personal days per contract year starting January 1 of each year. An employee will normally be required to give the employer (Highway Superintendent) forty-eight (48) hours' notice of his desire to take a personal day.

Notwithstanding the foregoing, emergency personal leave may be taken with only one (1) hour notice before the beginning of the shift. The employer reserves the right to be informed of the general reason for the need to take emergency personal leave time.

If personal leave is not used, it will be converted into accumulated sick leave at the end of the year.

ARTICLE 33: FAMILY AND MEDICAL LEAVE ACT

Both the Union and the Employer agree to abide by the terms and conditions of the Family and Medical Leave Act.

ARTICLE 34: SAFETY GOGGLES

The employer will provide safety goggles.

ARTICLE 35: NUMBER OF EMPLOYEES

The Town agrees that they will continue to employ at least five (5) full time bargaining unit members.

ARTICLE 36: NIGHT CREW

Start/Stop- Date of starting and stopping will vary according to weather conditions or as the Highway Superintendent deems necessary. The start date will be no later than the 1st of December and end no earlier than April 1st.

Work Week- The work week will start at 8:00 p.m. on Sunday (the four hours on Sunday will not be overtime). The work week will end at 4:00 a.m. on Friday. Work hours will be from 8:00 p.m. to 4:00 a.m.

Employees- If no full time employee volunteers for the night crew, the shift will be a rotating schedule of all full time employees on a two week schedule.

Shift Premium- Shift premium will be \$.50 per hour for the forty (40) scheduled hours. There will be no premium paid on overtime for night crew.

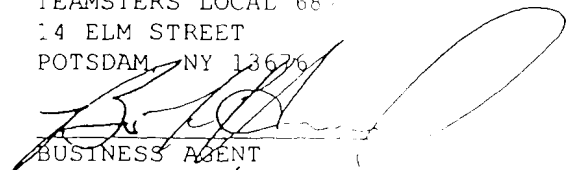
ARTICLE 37: DURATION AND RE-OPENING OF AGREEMENT

37.1 It is agreed that, if this Agreement is not renewed on or before the expiration date, whichever increase in wages is eventually agreed upon shall be retroactive.

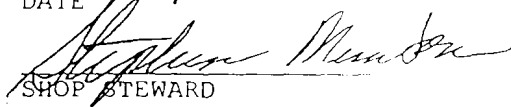
37.2 This Agreement shall continue in full force and effect from the 1st day of January 2004, to and including the 31st day of December, 2009, and thereafter from year to year unless by mutual agreement between the parties altered or terminated after the said period, or any aggregate period thereafter, at the option of either party by giving the appropriate notice to conform with the Town Budget submission date.

IN WITNESS THEREOF, WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS 18 DAY OF February, 2005.

TEAMSTERS LOCAL 68
14 ELM STREET
POTSDAM, NY 13676

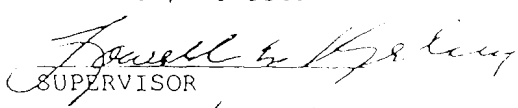

BUSINESS AGENT

2/18/05
DATE


SHOP STEWARD

2-18-05
DATE

TOWN OF STOCKHOLM
PO BOX 206
WINTHROP, NY 13697


SUPERVISOR

2/18/2005
DATE