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# COLLECTIVE BARGAINING AGREEMENT

by and between the

## TOWN OF PERTH

and

## TEAMSTERS LOCAL 294

January 1, 2005 - December 31, 2009

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# 1 PREAMBLE

## 1.1 *Notice of Agreement*

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Perth, County of Fulton, New York, hereinafter referred to as the "Town", and the Teamsters Local 294, 890 Third Street, Albany, New York 12206, hereinafter referred to as the "Union."

# 2 UNION RIGHTS

## 2.1 *Recognition*

**2.1.1 Recognition:** The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town of Perth Highway Department classified as drivers, equipment operators, or laborers.

**2.1.2 Exclusion:** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, supervisory employees, temporary employees, seasonal employees, and clerical employees.

**2.1.3 Regular Full-time Employee:** For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled throughout the year to work forty hours per week.

**2.1.4 Temporary Employee:** For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an as needed basis, including someone who is called in to replace an employee who is on an approved leave of absence. Such employee will not be eligible for regularly scheduled hours and will not be eligible for benefits provided through this Collective Bargaining Agreement.

**2.1.5 Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer and autumn duties. Such employee will not be eligible for regularly scheduled hours and will not be eligible for benefits provided through this Collective Bargaining Agreement.

## 2.2 *Union Dues & Agency Shop Fees*

**2.2.1 Union Membership:** Each employee who is covered under the provisions of this collective bargaining agreement and who is either a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union. An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments on a monthly basis. If the Town, as employer, shall be given a dues deduction authorization signed by a bargaining unit employee, the Town shall immediately thereafter transmit to the Union the monthly membership dues payment and the monthly agency shop fees.

**2.2.2 Agency Shop:** If an employee does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or does not remain a member of the Union in good standing, such non-Union member shall pay to the Union an amount equivalent to the amount of monthly membership dues payable by a bargaining unit union member as and for an agency shop fee for services rendered by the Union as the exclusive collective bargaining representative. The Town will deduct and remit the service fee in accordance with 2.2.1, above.

**2.2.3 Indemnification Clause:** The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

### **2.3 Shop Steward**

**2.3.1 Designation of Shop Steward:** The Town, as employer, recognizes the right of the Union to designate one of the unit members as Shop Steward and one as Alternate Steward from the Town's seniority list. The Union shall notify the Town in writing of the employees designated by the unit members as Shop Steward and Alternate Shop Steward.

**2.3.2 Authority of Steward:** The authority of the Steward so designated shall be limited to the following duties and activities: a) The investigation and presentation of grievances in accordance with the provisions of this agreement; and, b) The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided the message and/or information has been reduced to writing or is of a routine nature and does not involve a refusal to perform work assignments.

### **2.4 Leave for Contract Administration**

**2.4.1 Investigation and Presentation of Grievances:** No Steward shall be engaged in Union business during the time the Steward is assigned to a regularly scheduled bargaining unit job. The Steward will, however, be given reasonable time, without loss of pay or leave credits, to process employee grievances.

**2.4.2 Arbitration Hearings and PERB Hearings:** The Steward will be allowed release time, without pay, for the following activities: to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board.

**2.4.3 Meetings with Management:** In the event the Superintendent of Highways or the Town Supervisor requests a meeting with the Shop Steward during the Steward's working hours, the Shop Steward will be allowed release time without loss of pay or leave credits.

### **2.5 Leave for Negotiations**

**2.5.1 Eligible Employees:** The Union may designate up to two employees to attend negotiations with the Town. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

## **2.6 Access to Town Premises**

**2.6.1 Union Representatives:** Representatives of Teamsters Local 294 will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Highways.

## **2.7 No Strike Clause**

**2.7.1** Pursuant to the provisions of Section 207, paragraph 3, of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit or to assist or participate in any such strike, or to impose an obligation upon any Union member to conduct, assist, or participate in such strike.

# **3 MANAGEMENT RIGHTS**

## **3.1 Management Rights Clause**

**3.1.1** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.

# **4 EMPLOYEE RIGHTS**

## **4.1 Probation**

**4.1.1 Length of Probationary Period:** The employment status of a regular full-time employee shall be probationary for the first twelve months of employment.

**4.1.2 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.



## **4.2 Seniority**

**4.2.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service within the bargaining unit.

**4.2.2 Computation of Seniority:** For the purpose of calculating the length of service of a regular full-time employee, one year will be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee.

**4.2.3 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

**4.2.4 Leave of Absence:** An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

**4.2.5 Workers' Compensation:** An employee who is on Workers' Compensation and is not drawing on paid leave credits will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

## **4.3 Layoff and Recall Procedure**

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within the bargaining unit with the least service seniority will be the first to be laid off. However, if the remaining employees are not qualified to perform the duties normally assigned to the least senior employee, then the least senior employee will not be laid off under the same conditions.

**4.3.2 Recall to Same Job Title:** In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position, provided the employee is qualified. The Town will notify the laid-off employee of the vacancy by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

## **4.4 Performance Appraisal**

**4.4.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance.

**4.4.2 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Highways. Informal evaluations will occur on an as needed basis. The Town's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

**4.4.3 Evaluation Conference:** After an evaluation form has been completed, the Superintendent of Highways, or designee, will meet with the employee to review the employee's performance appraisal report. Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement. An employee's written reply, if any, will be attached to the performance appraisal report.

## **4.5 Personnel File**

**4.5.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Town Supervisor. An authorized official of the Town must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor.

**4.5.2 Union Access:** With the written consent of the employee, a representative of the Union will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference. An authorized official of the Town must be present when the employee inspects the file.

## **5 VACANCIES**

### **5.1 Notification of Vacancies**

**5.1.1 Posting:** In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the Highway Department bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

**5.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

### **5.2 Appointment to Vacancies**

**5.2.1 Selection:** The Superintendent of Highways will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Superintendent of Highways. Such action shall not be subject to the Grievance Procedure.

## 6 HOURS OF WORK

### 6.1 *Work Schedule*

**6.1.1 Workday:** From April 1 through October 31 in each calendar year, the normal work day for regular full-time employees shall commence at 6:00 a.m. and end at 4:00 p.m. For the purposes of this collective bargaining agreement, this schedule may be referred to as “summer hours” or “compressed workweek”. This period may be extended or contracted at the discretion of the Superintendent of Highways based on weather conditions.

From November 1 through March 31 of each calendar year, the normal work day for regular full-time employees shall commence at 6:00 a.m. and shall end at 2:30 p.m. For the purposes of this collective bargaining agreement, this schedule may be referred to as “winter hours”.

The aforesaid hours of work, however, may be changed at the discretion of the Town Highway Superintendent. Further, the Superintendent will designate an employee’s scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

**6.1.2 Additional Hours of Work:** The Superintendent of Highways may require an employee to work additional hours beyond the employee’s normal workday and workweek. An employee must receive prior approval from the Superintendent of Highways before working additional hours, except in emergencies or when finishing a garbage route.

**6.1.3 Procedure for Assigning Additional Hours:** In the event there is an opportunity in a given job title to work additional hours, the opportunity will be offered on a rotating basis to the regular full-time employees in that job title. In the event no regular full-time employee volunteers, the regular full-time employee who was first offered the opportunity will be required to work.

**6.1.4 Errors in Assigning Additional Hours:** In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the employee who should have been offered the additional hours.

**6.1.5 Time Records:** Each employee shall punch the employee’s own time card.

### 6.2 *Notification of Absence*

**6.2.1 Notification of Tardiness:** An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must, when possible, notify the Superintendent of Highways at least fifteen minutes before the employee’s scheduled starting time. A tardy employee may be docked an amount of time equal to the time by which such employee is late.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must, when possible, notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must, when possible, be made personally to the Superintendent of Highways, unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways prior to leaving or leave a message with the Working Foreman.

### **6.3 Meal & Rest Periods**

**6.3.1 Meal Period (Summer Hours):** During "summer hours" (6.1.1, above), an employee will receive a **paid**, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may not leave the work-site during the meal period.

**6.3.2 Meal Period (Winter Hours):** During "winter hours" (6.1.1, above), an employee will receive an **unpaid**, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

**6.3.3 Observance of Meal Periods:** In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

**6.3.4 Rest Periods:** An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

## 7 COMPENSATION

### 7.1 Wage Rates

**7.1.1 Pay Schedule:** Regular full-time employees of the Town of Perth Highway Department shall be compensated as follows:

On January 1, 2005, the base rate will be adjusted from \$14.94 to \$15.40 to account for stipends previously paid for plowing without a wing operator and for garbage pick-up.

Commencing January 1, 2005 through December 31, 2005, the wage rate will be \$15.90 per hour.

Commencing January 1, 2006 through December 31, 2006, the wage rate will be \$16.40 per hour.

Commencing January 1, 2007 through December 31, 2007, the wage rate will be \$16.90 per hour.

A temporary or seasonal employee shall be paid at the rate of \$10.00 per hour.

In the event the Superintendent of Highways assigns an employee to serve as the "working foreman", such employee will receive an additional one dollar (\$1.00) per hour.

**7.1.2 New Hire Rate:** A newly hired regular full-time employee shall be paid during the first year of employment at the rate of 80% of the prevailing hourly rate for regular full-time employees. After completing the first full year of employment, such new regular employee shall be paid at the rate of 90% of the prevailing hourly rate for regular full-time employees. After completing the first second year of employment, such new regular employee shall be paid the prevailing hourly rate for regular full-time employees.

**7.1.3 Longevity Bonus:** A regular full-time employee will be eligible for a longevity bonus in accordance with the following schedule:

Paid in 1 <sup>st</sup> pay period in December	Longevity Payment
Following completion of 5, 6, 7, 8, and 9 years of service	\$200
Following completion of 10, 11, 12, 13, and 14 years of service	\$400
Following completion of 15, 16, 17, 18, and 19 years of service	\$600
Following completion of 20, 21, 22, 23, and 24 years of service	\$800
Following completion of 25, 26, 27, 28, and 29 years of service	\$1000
Following completion of 30, 31, 32, 33, and 34 years of service	\$1200
Following completion of 35, 36, 37, 38, and 39 years of service	\$1400

### 7.2 Premium Pay for Overtime

**7.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek, except in emergencies or when finishing a garbage route.

**7.2.2 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event an employee is scheduled to work a "compressed workweek", the employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.

**7.2.3 Credit for Paid Leave:** Holidays, vacation leave, and sick leave will be included as time worked in the computation of overtime. Personal leave, bereavement leave, jury duty leave, and all military leave will not be included as time worked in the computation of overtime.

**7.2.4 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event the employee is scheduled to work a "compressed workweek", the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over ten hours in a given workday or forty hours in a given workweek. The employee must receive prior approval from the employee's Department Head to take compensatory leave. The Superintendent of Highways will have total discretion in the approval of compensatory leave.

**7.2.5 Maximum Accumulation of Compensatory Time:** An employee who is eligible for compensatory time may accumulate up to eighty hours in compensatory leave credits. In the event an employee accrues more than eighty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

**7.2.6 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

### **7.3 Call-In Pay**

**7.3.1 Compensation:** An employee who is called out for duty which is in addition to, and does not attach to, the employee's regular working hours, shall be guaranteed a minimum of two hours of work and shall be paid at one and one-half times the employee's regular hourly rate.

**7.3.2 Start Time:** The pay for an employee who is called out for overtime duty (whether regular overtime or for emergency duty) will begin when the employee arrives at the garage.

### **7.4 Pay Period**

**7.4.1 Payroll Period:** The payroll period will begin on Tuesday at 6:00 a.m. and end fourteen calendar days later on Tuesday at 5:59 a.m. An employee's paycheck will be based on the amount earned during the preceding payroll period.

**7.4.2 Pay Date:** Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The following days shall be designated as paid holidays covered by this Agreement on the day designated by the Town.

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas

**8.1.2 Holiday Occurs on Days Off:** In the event a designated holiday occurs on a day for which a regular full-time employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Federal Government's calendar.

**8.1.3 Holiday Pay:** A regular full-time employee does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

**8.1.4 Assigned to Work on a Holiday:** A regular full-time employee required to work on any paid holiday designated herein shall be paid, in addition to one day's holiday pay, at the rate of time and one-half for all hours worked on said holiday. A regular full-time employee required to work on Christmas Day, New Year's Day or Thanksgiving Day, in addition to the holiday pay, will receive double the hourly rate.

**8.1.5 Holiday Pay Requirements:** An employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday. This requirement will be waived if the employee presents valid medical verification that the employee was not able to report to work to perform the employee's duties due to an illness or injury.

**8.1.6 Holiday Pay during Paid Leaves:** In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

**8.1.7 Religious Holidays** - An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

## 8.2 Vacation Leave

**8.2.1 Allowance (Accrual System):** A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

	CREDITS PER MONTH
Upon hire thru 1 year of continuous service	3.33 hours (equals 40 hours/year)
After completion of 2 years of continuous service	6.67 hours (equals 80 hours/year)
After completion of 10 years of continuous service	10 hours (equals 120 hours/year)
After completion of 20 years of continuous service	13.33 hours (equals 160 hours/year)

For example, an employee who has completed two years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 3.33 hours per month to 6.67 hours per month.

**8.2.2 New Employees:** A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

**8.2.3 Accrual during Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

**8.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of two hundred hours. Any vacation credits in excess of two hundred hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

**8.2.4 Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than four hours. An employee may take vacation leave only after it has been credited.

**8.2.5 Termination of Employment:** An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.



## **8.3 Sick Leave**

**8.3.1 Allowance (Accrual System):** Each regular full-time employee shall earn sick leave at the rate of eight hours per month. The employee will be credited on the first day of the month after it has been earned.

**8.3.2 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence or an unpaid leave of absence due to a Workers' Compensation claim, but not while on an unpaid leave of absence.

**8.3.3 Accumulation:** An employee may accumulate sick leave credits to a maximum of thirteen-hundred and twenty hours (165 eight-hour days). Any sick leave credits in excess of thirteen-hundred and twenty hours will be canceled.

**8.3.4 Use of Sick Leave:** Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for a non-work related illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

**8.3.5 Family Sick Leave:** An employee may use sick leave credits for family illness or injury if the employee must provide care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**8.3.6 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave.

**8.3.7 Abuse of Sick Leave:** An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action in accordance with the principles of progression.

**8.3.8 Return to Work:** Before returning to work, an employee who is absent from work for a period of three or more consecutive days due to an injury or illness, may be required to provide the Town with a Doctor's certificate to confirm such illness or injury and indicating that the employee is able to return to work either with or without restrictions.

**8.3.9 Use of Accumulated Sick Leave Credits:** An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits toward monthly premium payments during retirement. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement (see Medical Insurance for Retired Employees).

**8.3.10 Retirement Credit:** An employee may participate in the provision known as Section 41-j of the New York State Retirement System at the time of retirement. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty (1320) hours. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. *If the employee is paid for a portion of the total accumulated sick leave credits, including payment of retiree medical insurance premiums, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.*

**8.3.11 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

## **8.4 Personal Leave**

**8.4.1 Allowance (front-loaded):** Each regular full-time employee shall be allowed thirty-two hours of paid personal leave per calendar year. The employee will be credited on the first day of January of each year for use during that year.

**8.4.2 New Employees:** An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. For example, a full-time employee who is hired on March 1<sup>st</sup> will be credited with twenty-seven hours of paid personal leave; an employee who is hired on October 1<sup>st</sup> will be credited with eight hours of paid personal leave. Thereafter, the employee will be credited on the first day of January for use during that year.

**8.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled. However, in the event an employee is unable to take personal leave due to the department's operational needs, the employee may "carry" those hours into the next year for up to forty-five calendar days.

**8.4.4 Use of Personal Leave:** An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

**8.4.5 Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take personal leave. The request must be submitted, in writing, to the Superintendent of Highways at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one hour. An employee may take personal leave only after it has been credited.

**8.4.6 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

## **8.5 Bereavement Leave**

**8.5.1 Immediate Family:** In the event of a death of a regular full-time employee's immediate family member, the employee may take a paid leave of absence for up to three consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the employee's leave credits.

For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Child / Step-Child
- Parent or Legal Guardian
- Sibling
- Grandparent

**8.5.2 Funeral Leave:** In the event of a death of a regular full-time employee's family member from the list below, the employee may take a paid leave of absence for one day from the employee's regularly scheduled work to attend the funeral. Such leave will not be subtracted from any of the employee's leave credits.

- Step-Parent
- Spouse's Parent
- Aunt/Uncle
- "half"-sibling

**8.5.3 Additional Bereavement Leave:** A regular full-time employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave. The request must be submitted, in writing, to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department.

## **8.6 Jury Duty**

**8.6.1 Leave of Absence:** In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

**8.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

**8.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

## 9 UNPAID LEAVE

### 9.1 *Leaves of Absence Without Pay*

**9.1.1 General Terms:** Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

**9.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**9.1.3 Conditions of Leave:** The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.

**9.1.4 Continuation of Benefits:** An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

**9.1.5 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Town Supervisor, at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower grade, provided the employee is qualified to perform the job duties.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

## 10 INSURANCE

### 10.1 *Medical Insurance*

**10.1.1 Insurance Plan:** The Union will make available the New York State Teamsters Council Health and Welfare Supreme Plan for regular full-time employees and eligible family members in accordance with the fund participation agreement. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or other expense not covered or reimbursed by the plan.

**10.1.2 Premium Payment (2005):** Effective January 1, 2005, the Town will contribute \$305.07 per month for individual coverage or \$640.03 per month for two-person coverage or \$920.40 per month for family coverage, as the case may be, for each eligible regular full-time employee.

**Premium Payment (2006):** Effective January 1, 2006, the Town will contribute \$358.37 per month for individual coverage or \$741.43 per month for two-person coverage or \$997.10 per month for family coverage, as the case may be, for each eligible regular full-time employee.

**Premium Payment (2007):** Effective January 1, 2007, the Town will contribute \$416.43 per month for individual coverage or \$832.87 per month for two-person coverage or \$1144.43 per month for family coverage, as the case may be, for each eligible regular full-time employee.

**10.1.3 Distribution of Savings:** In the event the premium for a given year should fall below the rates established above, fifty percent of the savings will be returned to the Town and fifty percent will be distributed equally to all then current bargaining unit members in a lump-sum payment.

### 10.2 *Workers' Compensation Insurance*

**10.2.1 Coverage:** In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

**10.2.2 Plan:** The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**10.2.3 Reporting of Injury:** An employee should report an injury to the Superintendent of Highways within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.

**10.2.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the employee shall reimburse the Town for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement Workers' Compensation.

**10.2.5 Continuation of Medical Insurance:** An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to fifty-two weeks while an employee is receiving benefits for an on-the-job disability.

### **10.3 Short-Term Disability Insurance**

**10.3.1 Coverage:** The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.

**10.3.2 Reporting of Injury:** An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

**10.3.3 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the Health and Welfare Fund makes payment, the employee shall reimburse the Town for that portion of sick leave previously drawn. An employee may not use vacation leave or personal leave credits to supplement short-term disability.

**10.3.4 Continuation of Medical Insurance:** An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to twenty-six weeks while an employee is receiving benefits for a non-occupational disability.

## **11 RETIREMENT BENEFITS**

### **11.1 State Retirement Plan**

**11.1.1 Summary:** Throughout the term of this Agreement, the Town shall maintain in full-force and effect its presently existing retirement program under the New York State Employees Retirement System. The Town and the Union each agree that each will be bound by the laws, rules and regulations pertaining thereto.

### **11.2 Medical Insurance for Retired Employees**

**11.2.1 Coverage:** The Town shall provide retirement health insurance benefits and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. The retiree's eligible spouse may participate in the medical insurance and prescription drug plan provided the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. The Town will not contribute toward the cost of the spouse's insurance. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue to participate in the medical insurance and prescription drug plan provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

**11.2.2 Eligibility:** The Town will only provide retirement health insurance coverage to any member of the Town of Perth Highway Department who has been an employee of said Department for a minimum period of twenty-five consecutive years. In order to be eligible for retirement health insurance benefits, such employee must retire from the Town of Perth and not from any subsequent employer. In addition the employee must have been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. Upon the eligible employee's attaining the age of sixty-five years, all retirement health insurance benefits shall cease immediately. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

**11.2.3 Plan:** The Town Board may, at its discretion, change the medical insurance and/or prescription drug plan at any time. However, the plan must be substantially equivalent to the plan made available to active employee's of the Highway Department.

**11.2.4 Premium Payment:** The Town shall only pay 50% of the cost of same. In the event, however, than an eligible employee, upon retirement, shall have accumulated any unused sick days, such employee shall be allowed to deduct as a credit against the employee's 50% share of the cost of retirement health insurance benefits an amount equal to the moneys due and owing to such employee for the employee's unused sick days. Such amount shall be calculated by multiplying the eligible employee's hourly rate of pay at the time of the employee's retirement by the total number of hours of unused sick time, and such amount shall only be credited in one lump sum until entirely exhausted.

## **12 GENERAL PROVISIONS**

### **12.1 *Work Accouterments***

**12.1.1 Clothing Allowance:** On May 1 and on December 1 of each calendar year, the Town shall pay to each regular full-time employee the sum of one hundred and fifty dollars (\$150) to be used by such employee for the purchase of items of clothing to be worn by such employee in connection with such employee's employment with the Town Highway Department.

**12.1.2 Safety Equipment:** In addition to the aforesaid clothing allowance, the Town shall furnish for each employee rain gear, gloves, and such safety attire as may be required by OSHA.

**12.1.3 Work Shoes:** The Town shall reimburse a regular full-time employee up to a maximum of one hundred and sixty dollars (\$160) per year for work shoes/boots. The employee will choose the shoe/boot. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

### **12.2 *Driver's License***

**12.2.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

**12.2.2 Loss or Suspension of Driver's License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

**12.2.3 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

**12.2.4 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## **12.3 Safety**

**12.3.1 Operation of Mowers:** Town employees will not be asked or required to mow grass on road shoulders, unless such employees have been provided with some type of radio device for use in case of an emergency or for safety reasons.

## **12.4 Transitional Duty Program**

**12.4.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Superintendent of Highways may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

**12.4.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

**12.4.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

**12.4.4 Wages and Benefits:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this collective bargaining agreement.

**12.4.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

**12.4.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the employee will be referred to the Town's current insurance carrier for a benefit determination and may be subject to appropriate disciplinary action.



## 13 DUE PROCESS PROCEDURES

### 13.1 *Grievance Procedure*

**13.1.1 Definition:** For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

**13.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Highways shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to the Shop Steward and the employee(s).

**13.1.3 Step Two - Appeal:** If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town shall issue a written response to the grievance, which shall be given to the Business Agent of Teamsters Local 294.

**13.1.4 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement. The Town and the Union shall share the fees of the arbitrator equally.

**13.1.5 Time Limits:** The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

## **13.2 Disciplinary Procedure**

**13.2.1 Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Possession of weapons, including but not limited to firearms and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

**13.2.2 Notice of Discipline:** The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the Business Agent of Teamsters Local 294.

**13.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to the Business Agent of Teamsters Local 294.

**13.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

**13.2.5 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **14 APPLICATION OF AGREEMENT**

### **14.1 Duration of Agreement**

**14.1.1 Duration:** This collective bargaining agreement shall be effective for the period commencing January 1, 2005 through and including December 31, 2009.

**14.1.2 Reopener:** The parties shall meet before December 31, 2007 and again before December 31, 2008 for the sole purpose of negotiating wage rates (7.1), medical insurance for active employees (10.1), and medical insurance for retired employees (11.2).

### **14.2 Complete Agreement**

**14.2.1** This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure.

### **14.3 Savings Clause**

**14.3.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

**14.3.2** Upon the issuance of such decision, the Town and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

### **14.4 Legislative Action**

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.

**14.5 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on September 7, 2004.

**TOWN OF PERTH**

**TEAMSTERS LOCAL 294**

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**Gregory Fagan  
Town Supervisor**

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**John Bulgaro  
President**

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**Mark Kowalczyk  
Town Board**

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**Paul Engel  
Business Agent**

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**Michael A. Richardson  
Labor Relations Consultant**

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**Thomas Herba  
Shop Steward**