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**COLLECTIVE  
BARGAINING  
AGREEMENT**

by and between the

**TOWN OF CAROLINE**

and

**TEAMSTERS LOCAL 317**

**(HIGHWAY UNIT)**

**January 1, 2005 – December 31, 2007**

RECEIVED 7/18/05

# Collective Bargaining Agreement

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# 1 PREAMBLE

## 1.1 Parties to Agreement

1.1.1 This Collective Bargaining Agreement is made by and between Teamsters Local 317, affiliated with the International Brotherhood of Teamsters, AFL-CIO, and Joint Council 18, hereinafter called the "Union", and the Town of Caroline, New York, herein after called the "Employer" or "Town".

# 2 EMPLOYEE ORGANIZATION RIGHTS

## 2.1 Recognition

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

## 2.2 Definition of Bargaining Unit

2.2.1 **Inclusion:** The terms and conditions of this Collective Bargaining Agreement shall apply to all regular full-time laborers, motor equipment operators, and any other employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Town of Caroline Highway Department Employees.

2.2.2 **Exclusion:** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, casual/temporary employees, and clerical employees. Notwithstanding the above, in the event a member of the bargaining unit is designated to be Deputy Highway Superintendent, that person will remain in the bargaining unit.

2.2.3 **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 to work forty hours per week throughout the year.

2.2.4 **Casual or Temporary Employee:** The Union recognizes the Employer's past practice of employing casual/temporary employees to supplement the Employer's regular work force. For the purpose of this Collective Bargaining Agreement, casual/temporary employees are defined as those employees who do not have regularly scheduled hours and are hired on an as-needed basis without a reasonable expectation of continued employment. These employees shall not be considered part of the bargaining unit nor shall they be covered by the terms and conditions of this Collective Bargaining Agreement.

Casual/temporary employees shall not be utilized under the following conditions: 1) When bargaining unit employees are on layoff; 2) In order to deny bargaining unit employees overtime and weekend work or otherwise interfere with the procedure for assigning additional hours as set forth in 6.1.4; or, 3) In order to circumvent the maintenance of existing full-time positions or otherwise erode the bargaining unit.

## **2.3 Others Performing Bargaining Unit Work**

**2.3.1 Supervisors:** Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Collective Bargaining Agreement. This restriction shall not apply in the case of the Highway Superintendent performing unit work for the purpose of training or demonstration. In no case shall the performance of unit work by the Highway Superintendent prevent bargaining unit employees from the opportunity to work overtime or to prevent the hiring of an additional bargaining unit employees, except that the Highway Superintendent, being an elected official may continue to perform bargaining unit work provided all bargaining unit employees have been given the opportunity to work.

**2.3.2 Contracting Out:** For the purpose of preserving work and job opportunities for the employees covered by this Collective Bargaining Agreement, the Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees and/or that is performed on a basis of sufficient regularity so as to circumvent the maintenance of existing full-time positions or otherwise erode the bargaining unit.

## **2.4 Union Membership/Agency Shop**

**2.4.1 Union Membership:** 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 Employer. The Employer shall recognize an employee's authorization for deductions from wages if it is in compliance with state law. The Employer will deduct the dues, initiation fees, and/or assessments. The deductions shall be transmitted to the Union or to such other organization as the Union may request, if mutually agreed to, in accordance with 2.5.1, below. No such authorization shall be recognized if it violates state or federal law, and no deduction shall be made which is prohibited by applicable law.

**2.4.2 Agency Shop:** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee with respect to such matter. Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Collective Bargaining Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Collective Bargaining Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty-one calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Employer will deduct and remit the service fee in accordance with 2.5.1, below.

## **2.5 Dues/ Fees and Other Deductions**

**2.5.1 Dues/Fees:** The Employer agrees to deduct from the pay of all employees covered by this Collective Bargaining Agreement the dues, initiation fees, agency shop fees, and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required. The Union shall certify to the Employer in writing each month a list of its members and agency shop employees working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month for the pay of such member, and the Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum. When the Employer actually makes a deduction for dues, initiation fees, agency shop fees and/or assessments, in accordance with the statement received from the Union, the Employer shall remit same no later than thirty calendar days from the date such deduction was made. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

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

**2.5.2 DRIVE:** The Employer agrees to deduct from the paycheck of all employees covered by this Collective Bargaining Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

## **2.6 Access to Employer Premises**

**2.6.1 Inspection Privileges:** Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Collective Bargaining Agreement is being adhered to. Authorized agents of the Union will not disrupt work. The authorized agent shall give prior notice, when possible, of the visit to the Superintendent of Highways or the Town Supervisor.

## **2.7 Stewards**

**2.7.1 Designation of Stewards:** The Employer recognizes the right of the Union to designate Stewards and Alternates from the bargaining unit. The Union will notify the Employer, in writing, the name of the designated Steward and any alternate.



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

(a) The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement;

(b) The collection of dues when authorized by appropriate Union action;

(c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

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

## **2.8 Leave for Contract Administration**

**2.8.1 Investigation and Presentation of Grievances:** The Steward or designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of pay or leave credits during the employee's regular working hours. Such time spent in handling grievances during the Job Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward. In the event the Steward needs to conduct union business off Town property, the Steward will be allowed release time without pay. The Steward is expected to use only a reasonable amount of time to carry out this responsibility.

**2.8.2 Meetings with Management:** The Steward or designated Alternate will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Superintendent of Highways or Town Supervisor has requested the meeting.

**2.8.3 Administrative Hearings:** The Steward or designated Alternate will be allowed release time, without loss of pay or leave credits, to attend grievance arbitration hearings and to attend conferences and hearings of the New York State Public Employment Relations Board.

**2.8.4 Requests for Release Time:** Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Superintendent of Highways.

## **2.9 Leave for Negotiations**

**2.9.1 Eligible Employees:** The Union may designate up to two employees to attend negotiations with the Employer. 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 Employer.

## **2.10 Bulletin Boards**

**2.10.1. Location:** The Employer shall provide a bulletin board in main place of work for the posting of notices and other materials pertaining to official Union business by the Employees and authorized representatives of the Union.

## **2.11 No Strike / No Lockout**

**2.11.1.** The Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

## **3 MANAGEMENT RIGHTS**

### **3.1 Management Rights Clause**

**3.1.1** The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects through the grievance procedure provided for in this Agreement. These management rights shall include, but shall not be limited to the right to: determine the mission, purpose, objectives and policies of the Town; determine the equipment/facilities, methods, standards and means of operation, and the number of personnel required for safe and efficient conduct of its operation, and job classifications, descriptions, content and standards; determine and/or alter work schedules and hours of employment according to the provisions of this Collective Bargaining Agreement and the duties, responsibilities, and the assignments of employees with respect hereto; recruit, hire, train, retrain, evaluate, promote, demote, layoff and recall employees according to the provisions of this Collective Bargaining Agreement; discipline or discharge employees in accordance with law and provisions of this Collective Bargaining Agreement; and, determine the levels of service to be provided by the Town.

## **4 EMPLOYEE RIGHTS**

### **4.1 Probation**

**4.1.1 Length of Probationary Period:** A new employee who is hired shall work under the provisions of this Collective Bargaining Agreement, however, such employee shall be employed on a six-month trial basis during which period the employee may be discharged without further recourse and such action shall not be subject to the Grievance Procedure or Disciplinary Procedure, except that the Employer shall not discharge or discipline on the basis of Union membership or for the purpose of discouraging Union membership.

### **4.2 Seniority**

**4.2.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service with the Town of Caroline Highway Department. After six months, a new employee shall be placed on the regular seniority list and the employee's seniority date shall revert back to the employee's first date of employment.

**4.2.2 Purpose of Seniority:** The principles of seniority shall prevail. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs and vacations. Overtime shall be distributed among employees as equally as possible, as per 6.1.4.

**4.2.3 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.

**4.2.4 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.

**4.2.5 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 for up to three years. 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.

**4.2.6 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.

**4.2.7 Loss of Seniority:** Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three years' layoff. Any Employee on layoff who works a total of five cumulative days within any twelve month period from the employee's date of layoff shall be granted an additional three-year layoff period from the date the employee worked such fifth day before such employee's seniority shall be broken.

**4.2.8 Seniority Lists:** A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Upon making additions to and/or deletions from this list, the Employer shall within thirty calendar days forward a copy of the amended list to the Union.

**4.2.9 Administrative Leave of Absence:** Any employee who leaves the bargaining unit to become the Superintendent of Highways of the Town of Caroline and returns as an employee at the next available position opening shall return without loss to seniority if the employee remained employed for a period of two years after return. However, the employee will not receive seniority credit for the time not employed by the Town of Caroline Highway Department.

### **4.3 Layoff Procedure**

**4.3.1 First to be Laid Off:** In the event of a reduction in the number of positions in the bargaining unit, the employee with the least service seniority will be the first to be laid off.

**4.3.2 Notice of Layoff:** The Employer shall provide any employee being laid off with a one-week notice that the employee is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Collective Bargaining Agreement.

### **4.4 Recall Procedure**

**4.4.1 Notice of Recall:** A laid off employee shall be given a notice of recall at least seven calendar days prior to the start date and such notice shall be mailed to the employee's last known address by certified mail, returned receipt requested. In the event the laid-off employee does not respond within seven calendar days from receipt of the notice, either in person or in writing, **or** the employee cannot report to work within twenty-one calendar days of the "start date", or the employee rejects the offer, the employee shall forfeit all recall rights.

## 4.5 Personnel File

**4.5.1 Employee Access:** An Employee shall, within five working days of a written request to the Employer, be provided the opportunity to review the employee's official personal history folder, with the exception of letters of reference, in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

An employee may, at any time, request and be provided copies of all documents and notations in the employee's official personal folder of which the employee has not previously been given copies, with the exception of letters of reference.

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

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

## 4.6 Non-Discrimination

**4.6.1 Policy Statement:** It is the policy of the Employer and the Union to provide equal opportunity in the employment to all employees and applicants for employment. It is also the policy of the Employer and the Union to provide a workplace free of discrimination and harassment. No person will be discriminated against in employment because of race, religion, color, sex, age, national origin, handicap/disability, military status, sexual preference, union or non-union membership, or other protected classification. This policy applies to all terms, conditions, and privileges of employment and all policies of the Employer, including hiring, introductory period, training, orientation, placement and employee development, promotion, transfer, compensation, benefits, education assistance, layoff and recall, social and recreational programs, employee facilities, termination, and retirement.

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

**4.6.2 Harassment:** Harassment is not confined to economic retaliations such as transfer, loss of promotion or dismissal. Other actions include, but are not limited to, objectionable actions of other employees, written, verbal or physical conduct, derogatory remarks, or any conduct directed against an employee by any other employee based on the employee's race, religion, color, sex, age, national origin, handicap/disability, military status, marital status, sexual preference, union or non-union membership, or other protected classification that creates an intimidating, hostile, or offensive work environment. Incidents of discrimination or harassment, like any other complaint, should be brought to the immediate attention of the Department Head for appropriate action. Should an employee feel that the Department Head cannot properly handle the complaint, the employee should contact the Town Supervisor directly.

**4.6.3 Disciplinary Action:** The Employer and the Union will not tolerate discrimination based on race, religion, color, sex, age, national origin, handicap/disability, military status, marital status, sexual preference, union or non-union membership, or other protected classification. If an employee is discriminating or harassing any other employee, the employee is subject to disciplinary action including possible termination.

## **5 VACANCIES & PROMOTIONS**

### **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 Employer intends to maintain, the vacancy will be posted for at least seven calendar days. In the event that operational needs require the immediate filling of the vacancy, the Employer may make a temporary appointment.

**5.1.2 Referrals:** When the Employer needs additional employees, the Union shall be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union.

### **5.2 Appointment to Vacancies**

**5.2.1 Selection:** In the event the applicants are relatively equal in their qualification, then seniority shall be the deciding factor.

**5.2.2 Probationary Period:** An employee who is promoted into a new position shall be placed on probation for a period of six months. At any time during this period, the Employer may, for just cause, rescind the promotion and the employee will be reinstated to the employee's previous position.

**5.2.3 Working Foreman:** The Working Foreman designation will be available to only one individual within the unit. The position will be filled by a recommendation from the Superintendent of Highways along with the approval of the Town Board, and shall remain in effect until vacated or removed by the Superintendent of Highways.

## **6 HOURS OF WORK**

### **6.1 Work Schedule**

**6.1.1 Workday/Workweek:** The standard workweek for all employees shall be forty hours. Except as provided herein, the standard workweek shall consist of five consecutive standard eight-hour workdays running from Monday through Friday inclusive. The normal start time shall be 6:00 A.M.

**6.1.2 Compressed Workweek:** During the period beginning near the Spring time change and ending near the Fall time change, as determined by the Superintendent of Highways, the standard workweek shall consist of four consecutive standard ten hour workdays running from Monday to Thursday inclusive.

**6.1.3 Additional Hours of Work:** When the situation demands, as determined by the Superintendent of Highways, employees shall work overtime. However, no employee shall be required to work an unreasonable amount of overtime. Employees will be given at least two hours notice that overtime is required.

**6.1.4 Procedure for Assigning Additional Hours:** In the event there is an opportunity in a given title to work additional hours beyond the normal workday, except for snow removal or emergency road conditions, the opportunity shall first be offered to the regular full-time employee in that job title with the least number of overtime hours. Working foreman and HMEO shall be considered to be in the same job title for this purpose. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment. In the event no employee volunteers, the work shall be assigned to the regular full-time employee in that job title with the least service seniority.

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

**6.1.6 Time Off Between Shifts:** An employee shall have adequate time off to achieve a sufficient rest period between shifts unless he/she wishes otherwise.

**6.1.7 Time Records:** An employee must record all hours worked in each workday on a time clock.

## **6.2 Notification of Absence**

**6.2.1 Notification of Tardiness:** Employees must report all absences or tardiness as early as possible, but no later than one hour after the employee's scheduled start time, to the Highway Superintendent, or designee, giving the following information: name, reason for absence and length of time expected to be absent.

**6.2.2 Notification of Sick Leave:** The notification of sick leave must be made to the Superintendent of Highways, or designee, 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.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways, or designee, prior to leaving. In the event of a verifiable emergency and the Superintendent of Highways and the designee are not available, the employee must notify the Superintendent as soon as practicable.

## **6.3 Meal & Rest Periods**

**6.3.1 Meal Period:** Each employee who works more than six hours in a given day shall receive daily an unpaid one-half hour lunch break to be taken at a time designated by the Superintendent of Highways. If it is necessary to secure a worksite, an employee may be required to stay on the worksite.

**6.3.2 Rest Periods:** An employee will receive a paid one-half hour period to be taken as break period(s). This one-half hour break period may be taken all at once **or** may be broken down into two shorter break periods (that combined equal one-half hour) in the middle of the first part of the workday and again in the middle of the second part of the workday. The break period(s) shall be taken at the time(s) designated by the Superintendent of Highways.

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. Unless otherwise directed by the Superintendent of Highways, all rest periods may not exceed the time allowed.

**6.3.4 Overtime Rest and Meal Periods:** Employees working continuous hours before or after the standard work day, as defined 6.1.1 and 6.1.2 above, shall receive a paid one-half hour break after working two hours and a paid one-half hour meal break after working five hours beyond the standard work day. This break schedule will continue and repeat itself as the work day is extended with a paid one-half hour break after working an additional two hours (seven hours total) and a paid one-half hour meal break after working an additional five hours (ten hours total) beyond the standard work day and so on.

## 7 COMPENSATION

### 7.1 Wage Rates

**7.1.1 Pay Schedule:** The following base wage scales shall prevail for the period January 1, 2005 through December 31, 2007.

#### January 1, 2004 through December 31, 2004

Job Title	Job Rate
Working Foreman	\$16.46
HMEO	\$15.96
MEO	\$14.87
Laborer	\$10.99

#### January 1, 2005 through December 31, 2005

Job Title	Job Rate
Working Foreman	\$16.95
HMEO	\$16.44
MEO	\$15.32
Laborer	\$11.32

#### January 1, 2006 through December 31, 2006

Job Title	Job Rate
Working Foreman	\$17.46
HMEO	\$16.93
MEO	\$15.78
Laborer	\$11.66

#### January 1, 2007 through December 31, 2007

Job Title	Job Rate
Working Foreman	\$17.99
HMEO	\$17.44
MEO	\$16.25
Laborer	\$12.01

**7.1.2 Longevity Bonus:** Any employee with fifteen or more years of full time service shall receive a \$0.25 per hour bonus in addition to the above rates. Any employee with twenty or more years of full time service shall receive a \$0.38 per hour bonus in addition to the above rates. Any employee with twenty-five or more years of full time service shall receive a \$0.50 per hour bonus in addition to the above rates.

## **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.

**7.2.2 Overtime Rate:** All hours worked in excess of eight hours per day or forty hours per week or both shall be compensated at the rate of one and one-half times the hourly rate. However, during a "compressed workweek", all hours worked in excess of ten hours per day or forty hours per week or both shall be compensated at the rate of one and one-half times the hourly rate.

**7.2.3 Credit for Paid Leave:** All paid leave will be included as time worked in the computation of overtime.

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

**7.3.1 Compensation:** Any employee called in for emergency work shall perform only the work for which the employee was called by Superintendent of Highways, or designee, and shall be paid one and one-half times the employee's regular rate of pay. Employees shall be paid for all time worked during such emergency, with a minimum guarantee of three hours pay regardless of time actually worked.

**7.3.2 Start Time:** The pay for an employee who is called in for emergency work will begin when the employee arrives at the Town Garage and "punches-in". Employees called in for emergencies or before their regular starting time shall be allowed forty-five minutes to report for work.

## **7.4 Pay Period**

**7.4.1 Payroll Period:** The payroll period will begin on Thursday at 12:01 a.m. and end fourteen calendar days later on Wednesday at 11:59 p.m.

**7.4.2 Pay and Leave Credits:** An employee's paycheck will be based on the amount earned during the preceding payroll period. Payroll stubs of all bargaining unit employees will incorporate year-to-date accumulated total of unused vacation time, sick leave, and discretionary leave time.

**7.4.3 Pay Date:** Employees shall be paid by the lunch break of seventh day following the close of the previous pay period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday. Errors or shortages shall be corrected by lunch break on the work day following payday except in cases where the shortage is more than twenty-five (\$25.00), in which case the shortage shall be paid by the end of the Employee's shift on the third work day following payday.



## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The following paid holidays shall be observed by the Highway Department on the days designated each year by the Town Board.

- New Year's Day
- Memorial Day (2 days)
- Independence Day (2days)
- Labor Day (2 days)
- Veteran's Day
- Thanksgiving Day
- Christmas Day

**8.1.2 Holiday Occurs on Weekend:** If any holiday falls on a weekend, the observation of the Holiday shall be either on the last regularly scheduled workday before the weekend or on the first regularly scheduled workday after that weekend.

**8.1.3 Holiday Pay:** A regular full-time employee not scheduled to work shall receive pay at the employee's regular straight time rate. This pay shall be for eight hours or ten hours, whichever is appropriate.

**8.1.4 Assigned to Work on a Holiday:** Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay at straight time, double time for the hours worked, with the appropriate daily guarantee for regularly scheduled work and a three hour guarantee for emergency work under the emergency provisions of this Collective Bargaining Agreement.

If Christmas Day and New Years Day fall on Saturday or Sunday, and an employee is called into work on these days, the employee shall report to work, if available. The affected employee shall receive pay at a rate of double time for all hours worked, with a three hour minimum. This compensation shall be in addition to the holiday pay which the affected employee shall receive for the observed holiday.

**8.1.5 Holiday Pay Requirements:** Employees must work their last *scheduled* workday before the holiday and their first *scheduled* work day after the holiday to be eligible for holiday pay, unless absent due to illness or injury.

**8.1.6 Holiday Pay During Vacation:** If any of the specified holidays fall when an employee is on vacation, the employee shall not be charged for that vacation day or days.

**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 (Hired after January 1, 1996):** A regular full-time employee hired after January 1, 1996 who has completed one year of continuous service will be credited with eighty hours of paid vacation leave on the employee's anniversary date.

A regular full-time employee hired after January 1, 1996 who has completed five years of continuous service will be credited with one-hundred and twenty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date and each anniversary date thereafter until the employee has completed ten years of continuous service.

A regular full-time employee hired after January 1, 1996 who has completed ten years of continuous service will be credited with one-hundred and thirty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date.

A regular full-time employee hired after January 1, 1996 who has completed eleven years of continuous service will be credited with one-hundred and forty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date.

A regular full-time employee hired after January 1, 1996 who has completed twelve years of continuous service will be credited with one-hundred and fifty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date.

A regular full-time employee hired after January 1, 1996 who has completed thirteen years of continuous service will be credited with one-hundred and sixty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date and each anniversary date thereafter.

**8.2.2 Allowance (Hired before January 1, 1996):** A regular full time employee hired prior to January 1, 1996 who has completed ten years of continuous service will be credited with one hundred and sixty hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date and each anniversary date thereafter until the employee has completed fifteen years of continuous service.

A regular full time employee hired prior to January 1, 1996 who has completed fifteen years of continuous service will be credited with two hundred hours of vacation leave on January 1<sup>st</sup> preceding the employee's anniversary date and each anniversary date thereafter until the employee has completed twenty years of continuous service.

A regular full time employee hired prior to January 1, 1996 who has completed twenty years of continuous service will be credited with two hundred and forty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter.

**8.2.3 Accrual During Leaves of Absence:** In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, excluding an unpaid leave of absence due to a Workers' Compensation claim or an off-the-job injury, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

**8.2.4 Accumulation:** Vacation will normally be taken in the year earned, however, for good cause, vacation time may be transferred to the following year upon written application for such consideration and the mutual agreement of the employee and the Employer.

**8.2.5 Annual Buy-Back:** Employees may elect to receive pay at the end of the year for up to one-hundred hours of unused vacation leave credits. Written application for transferring vacation to the next year and for reimbursement for any unused vacation will be done by completing the form available from the Superintendent of Highways and returning to the Employer by December 1. Payment shall be made in a separate check within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

**8.2.6 Scheduling:** Employees are requested to forecast vacation three months in advance. Those who forecast their vacation and submit a request first will have priority. The Employer shall not deny requests for vacation leave provided that they are made two weeks prior to the desired date of vacation leave, except when the Superintendent of Highways determines there would be insufficient personnel to perform scheduled work. The Superintendent of Highways may limit the number of employees on vacation at any given time. 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.

**8.2.7 Vacation Pay:** Employees shall receive eight hours or ten hours pay per day of vacation, as appropriate. The employee shall be paid the vacation pay in the payroll check immediately preceding the payroll period during which the vacation falls with proper notification of not less than a two-week notice.

**8.2.8 Call-ins During Vacation:** An available employee called off vacation to work shall receive triple time for all hours worked, with a four-hour guarantee at the affected employee's regular rate of pay, based on hours worked. Any affected employee shall have the employee's vacation extended by all hours actually worked. It is further agreed that all of these extended vacation hours can be carried over to the following year.

**8.2.9 Termination of Employment:** Upon separation from employment, an employee will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.

### **8.3 Sick Leave**

**8.3.1 Allowance:** Each regular full-time employee, working a standard work week shall accumulate sick leave at the following rates per month worked. The employee will be credited on the first day of the month after it has been earned.

Employees hired prior to January 1, 1997	10 hours per month
Employees hired after January 1, 1997	8 hours per month
Employees with less than two years of service	4 hours per month

**8.3.2 Accrual during Leaves of Absence:** An employee shall not earn sick leave when the employee is on unpaid leave.

**8.3.3 Accumulation:** Unused sick leave may be accumulated. The maximum amount to be accumulated by the employee is 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. An employee may use sick leave credits for an 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. Paid sick leave cannot be taken before it is accrued.

**8.3.5 Family Sick Leave:** An employee may use sick leave credits to address the illness of an employee's immediate family or household. The term "immediate family" means parent, spouse, child, step-child, spouse's parent, sibling, grandparent, spouse's grandparent, and individual whom the employee is a legal or acting guardian. The term "household" means any person who resides continuously with the employee for at least two months out of any year.

**8.3.6 Notification of Sick Leave:** Employees must report all sick leave absences or tardiness as early as possible, but no later than one hour after the employee's scheduled start time, to the Highway Superintendent, or designee, giving the following information: name, reason for absence and length of time expected to be absent. The notification of sick leave must be made personally to the Superintendent of Highways, or designee, 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.

**8.3.7 Medical Verification:** After four days on sick leave, and upon request by the Town Highway Superintendent, the employee shall provide a doctor's statement that the employee was unable to work because of the employee's illness. A failure on the part of the Town Highway Superintendent to make such a request does not waive that right in the future.

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

**8.3.8 Retirement Credit:** Employees may participate in the provision known as Section 41-j of the New York State Retirement System at the time of their retirement. This section 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.

**8.3.9 Separation of Employment:** An employee who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to nine hundred and sixty hours (120 eight-hour days) of unused sick leave credits. Payment will be at the employee's rate of pay at the time of retirement).

An employee who resigns or is terminated from employment due to disciplinary action will not receive cash payment for unused sick leave.

**8.3.10 Leave Without Pay:** In those cases where the entitlement to all sick time has been exhausted, the Employer may grant applications for extended sick time without pay in accordance with Article 9 below.

## 8.4 Personal Leave

**8.4.1 Allowance:** Four workdays of accumulated sick leave may be taken for personal business reasons or emergencies within each calendar year. Personal leave may be taken only if an equal amount of sick time has been accrued.

**8.4.2 Accumulation:** Personal leave that is not used by the end of the calendar year will remain as unused sick leave or be compensated for in a cash settlement at the end of each calendar year.

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

**8.4.4 Scheduling:** Where personal leave is used for an emergency, the Highway Superintendent must be notified as soon as possible. Personal leave for other than an emergency requires advanced permission of the Highway Superintendent through notice given to the Employer no later than the scheduled quitting time on the previous day, unless otherwise mutually agreed. Personal leave may not be used in increments of less than one hour.

## 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 leave of absence without loss of pay or leave credits for up to five scheduled workdays following the death. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (step, ward, & foster)

**8.5.2 Extended Family:** In the event of a death of a regular full-time employee's extended family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays following the death. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling
- Grandchild
- Spouse's Parent
- Grandparent

**8.5.3 Additional Bereavement Leave:** An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. 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.

## **8.6 Jury Duty**

**8.6.1 Leave of Absence:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or 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.

## **8.7 Military Leave**

**8.7.1 Military Leave (New York State Law):** The Employer shall grant leave for service in the military reserves or National Guard as required by the employee and shall continue to provide the employee with the benefits provided for by this Collective Bargaining Agreement for not more than one hundred and eighty calendar days.

**8.7.2 Military Leave of Absence (Federal Law):** An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.

## **8.8 Volunteer Fire Fighter and Emergency Medical Technician**

**8.8.1** In the event that a volunteer fire fighter and/or Emergency Medical Technician (EMT) associated with a volunteer fire company is called by the fire chief to a working fire or emergency in the Town of Caroline or an adjacent community during the employee's actual scheduled working hours, the Employer shall compensate the employee at the employee's regular straight time hourly rate of pay for those emergency hours which overlap the employee's scheduled hours.

**8.8.2** In the event that a volunteer fire fighter and/or EMT is required to respond to a working fire or emergency during the eight hours immediately preceding the start time of the employee's shift, the employee shall receive compensatory time off during the upcoming shift equal to the actual time spent resolving the fire or medical emergency.

**8.8.3** The maximum amount of time for which the Town will pay is from the time the company leaves its barn until the equipment is put out of service, either at the barn or elsewhere.

**8.8.4** Employees shall apply all available means to insure that his/her departure from a work site will not cause or contribute to any unsafe conditions that would result in any damage to the Town's property or property of persons or personal injury to authorized users of the area left by said employee.

## 9 UNPAID LEAVE

### 9.1 Approved Unpaid Leave of Absence

**9.1.1 General Terms:** An employee's request for a leave of absence shall not be denied if the leave is for good cause. Good cause shall include, but not be limited to, the following reasons: to address the illness or other health matters of an employee or member of the employee's immediate family or household, as defined in this agreement, when the absence would extend beyond the employee's accumulated sick leave, maternity or paternity leave for a maximum period of one hundred and eighty (180) days per child with a provision for special requests to be handled on a per case basis, to perform Union duties or engage in official Union business or activities; or to attend a certified educational or training institution. During the period of absence, the employee shall not engage in gainful employment except if employed by the Union or an affiliate thereof or if otherwise agreed to by the Union and the Employer.

**9.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Board as soon as possible prior to planned commencement of the requested leave and must receive written permission from the Town.

**9.1.3 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. 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 Health & Welfare Fund

**10.1.1 Coverage:** Medical insurance will be made available through the New York State Teamsters Council Health and Hospital Fund Supreme Plan for regular full-time employees in accordance with the fund participation agreement with the following options:

Medical:	Supreme Care Benefit Plan
Dental:	Option 1
Disability:	Option 1
Life and AD&D:	Option 1
Vision:	Scheduled Plan of Benefits
Legal:	Scheduled Plan of Benefits

**10.1.2 Premium Payment:** The Town will pay the full premium for individual, two-person, or family coverage, as the case may be, for the life of this collective bargaining agreement.

If there is a reduction in the premium during the course of the contract, the total savings will be passed on to the Employer as a reduction in the Employer's contribution toward the monthly premium.

**10.1.3 Continuation of Premium Payments During Layoff and Disability:** The Employer will continue to make its contribution toward the monthly premium for health and welfare coverage for employees during periods of layoff (limited to twenty-six weeks), during periods of sickness as long as the employee continues to draw on sick leave credits, and during periods in which the employee is receiving Workers' Compensation benefits (refer to 10.3.4, below) or disability benefits (refer to 10.4.4, below).

## **10.2 Workers' Compensation Insurance**

**10.2.1 Coverage:** In accordance with New York State law, the Employer will make available a Workers' Compensation plan for job-related injuries or illnesses. The Employer may, at its discretion, change carriers, provided the benefits are equal to or better than those currently provided.

**10.2.2 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.

**10.2.3 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 Town shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

**10.2.4 Continuation of Medical Insurance:** An employee should refer to the Health and Hospital 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:** Short-term disability insurance will be made available for non-job-related injuries or illnesses through the New York State Teamsters Council Health and Hospital Fund. The fund makes the determination of whether an employee is eligible for short-term disability benefits.

**10.3.2 Reporting of Injury:** An employee must contact the Plan Administrator as soon as possible to ensure prompt coverage of the claim.

**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 insurance company makes payment, the Town shall be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement short-term disability.

**10.3.4 Continuation of Medical Insurance:** An employee should refer to the Health and Hospital 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 New York State and Local Retirement System**

**11.1.1 Summary:** The Employer participates in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. The Employer shall continue the present retirement plan. Both parties agree to abide by the rules of the retirement system.

**11.1.2 Deferred Compensation Plan:** In addition, the Employer agrees to provide a deferred compensation plan for the employees in accordance with the standards, rules, and regulations of the New York State Deferred Compensation Board, the provisions of Section 457 of the Internal Revenue Code and the regulations adopted pursuant thereto.

### **11.2 Medical Insurance for Retirees**

**11.2.1 Coverage:** For regular full-time employees hired before January 1, 2005, the Town offers medical insurance and prescription drug coverage after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town.

**11.2.2 Eligibility:** For an employee who was hired before January 1, 2005 to be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of service and be at least fifty-five years of age OR qualify in the event employees are offered incentives by NYS Employees' Retirement System to retire early; 2) have retired directly from the Town; and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System.

**11.2.3 Premium Payment:** For an eligible retiree who was hired before January 1, 2005, the Town will pay the full premium for individual, two-person, or family coverage, as the case may be.

**11.2.4 Plan:** For a retiree who is not eligible for Medicare, the Town will participate in the New York State Teamsters Council Health and Hospital Fund Retiree Medical Plan option one including dental, or its equivalent.

**11.2.5 Medicare:** At the time the retiree and/or spouse meet the eligibility criteria for Medicare coverage, the retiree and/or spouse will be enrolled in the New York State Teamsters Council Health and Hospital Fund Secure Comp Medicare Supplement Plan, or its equivalent. The Town will **not** reimburse an eligible retiree and the retiree's spouse for the cost of the Medicare Part B premium.

## **12 HEALTH AND SAFETY**

### **12.1 Equipment**

**12.1.1** The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Collective Bargaining Agreement for employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted. After the complaint is satisfactorily adjusted, the lock-out/tag-out warning shall be removed.

**12.1.2** If an employee refuses to operate what the employee believes to be unsafe equipment, the Union Steward and the Superintendent of Highways shall immediately inspect said equipment in order to make a determination as to the condition of the equipment, using N.Y.S. DOT criteria for a guideline. If the parties cannot agree, the Employer will endeavor to provide the employee with alternate work opportunities until a final determination can be made by a New York State licensed inspector. In the event that no alternate work opportunities exist, the employee may then refuse to work without pay until the equipment is inspected as previously set forth or until alternate work opportunities arise. After two working days of leave without pay, the employee shall revert to being on the clock, subject to the maximum hours for a normal workday, until the final inspection is made.

### **12.2 Dangerous Conditions**

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

### **12.3 Protective Clothing**

**12.3.1** The Employer shall provide at no cost to employees, personal safety equipment that is necessary to perform work safely. These include, but are not limited to, hard hats, safety glasses, prescription safety glasses, hearing protection, safety shoes, and dust masks in the shop, gravel mine, and locations identified by the Employer. Such equipment must be utilized by the employees. Custom safety equipment such as prescription safety glasses and safety shoes may be replaced annually, unless they are rendered ineffective during the course of employment.

## **13 GENERAL PROVISIONS**

### **13.1 Uniforms**

**13.1.1** All employees shall receive either uniforms provided and maintained by the Employer at the Employer's expense or the financial equivalent for this benefit. Where possible, these uniforms shall be made in the U.S.A. and bear the union label.

## 13.2 Examinations

**13.2.1 Drug and Alcohol Testing:** It is agreed that the employees will be required under the Omnibus Transportation Employee Testing Act of 1991 to submit to drug and alcohol testing as a condition of employment. All expenses for any drug and/or alcohol testing required by law shall be paid by the Employer. If the first test is positive, and the employee does not elect to have a second test, the employee will be subject to discipline according to provisions in this Collective Bargaining Agreement under Discipline and Discharge. If the employee elects to have a second test and it proves positive, the employee will be subject to discipline according to the provisions in this Collective Bargaining Agreement under Discipline and Discharge.

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

## 13.3 Commercial Driver's License

**13.3.1 Requirement to Possess a Commercial Driver's License:** The Employer will reimburse employees for the cost of an initial or renewal of a Commercial Drivers License. The Employer will make Town equipment reasonably available (when equipment is not required for regular work) for training on Town property for employees to prepare for obtaining a Commercial Drivers License (CDL).

**13.3.2 Loss or Suspension of Commercial Driver's License:** An employee who is required to 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. Additionally, an employee is required to 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.

## 13.4 Transitional Duty Program

**13.4.1 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 Employer, 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.

**13.4.2 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.

## 14 DUE PROCESS PROCEDURES

### 14.1 Grievance Procedure

**14.1.1 Definition:** Any dispute concerning the interpretation or application of the terms of this Collective Bargaining Agreement, or any addendums, or the rights claimed to exist hereunder, shall be processed in accordance with the provisions of this Article.

**14.1.2 Union Representation:** Every employee shall have the right to be represented by an authorized representative of the Union at all stages of the grievance procedure, free from interference, coercion, restraint, discrimination or reprisal.

**14.1.3 Step One - Informal Grievance:** The parties may resolve workplace grievances through informal means. The employee may present the basis for the dispute to the Union representative who shall advise the employee of the employee's rights and assist the employee and the Superintendent of Highways to reach an amicable solution. The presentation may be either oral or written, however, at the request of either party the grievance shall be reduced to writing.

If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

**14.1.4 Step Two - Formal Grievance:** If the grievance cannot be resolved through Step One, the Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance must be submitted, in writing, to the Superintendent of Highways within twenty-one calendar days from knowledge of the occurrence, or when the Union should have had knowledge. The grievance must specify the nature of the grievance, including a statement of facts, times and dates.

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 employee, Steward, and Business Agent.

**14.1.5 Step Three - Appeal:** If the Union is not satisfied with the response to the grievance at Step Two, 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 Two response, or when the Step Two response should have been received.

Within fourteen calendar days after receiving the appeal, the Town Board will investigate the matter and issue a written response to the grievance, which shall be given to the employee, Steward, and Business Agent.

**14.1.6 Step Four - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Three, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within thirty calendar days from receiving the Step Three response or when the Step Three 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. The Arbitrator shall have no power to add to, subtract from, or modify any of the provisions of this Collective Bargaining Agreement. The Employer and the Union shall share the fees of the arbitrator equally.

**14.1.7 Time Limits:** Timelines may be waived by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance. 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.

## **14.2 Disciplinary Procedure**

**14.2.1 Progressive Discipline:** The Employer and the Union agree to a procedure of progressive discipline. Both parties agree that the principle of that discipline has the objective of improving the future performance of the employee.

An employee may be disciplined for cause. The specific action taken by the Employer shall depend on the severity and frequency of the violation. Employees have the right to union representation during any meeting that might lead to discipline or during any disciplinary meeting. The disciplinary procedure, except for serious offenses described below, shall typically be a three step process: first offense - written warning, second offense within 12 months- three consecutive days suspension without pay, third offense within 12 months- dismissal. Records of offenses will be removed from personal files twenty-four months after being entered.

**14.2.2 Confidentiality:** The Employer and the Union recognize the sensitive nature of the disciplinary process and will strive whenever possible, to handle all disciplinary matters in a private setting with relevant personnel.

**14.2.3 Discipline for Just Cause:** The Employer shall not discharge nor suspend any employee who has completed the probationary period, as defined in 4.1.1 above, without just cause, but in respect to discharge or suspension shall give at least one warning notice of the complaint against such employee, in writing, and a copy of the same to the Union and the Steward, except that no warning notice need be given to any employee before the employee is discharged if the cause of such discharge is: dishonesty; or being under the influence of alcoholic beverages; or taking of or being under the influence of non-prescribed drugs or illegal substances during working hours or on the Employer's property; or possession of or selling of non-prescribed drugs or illegal substances in the Employer's equipment or on the Employer's premises or on the Employer's time; or unprovoked physical abuse or bodily harm to the Superintendent of Highways.

**14.2.4 Notice of Discipline:** Any warning notice as herein provided shall not remain in effect for a period of more than twelve months from date of said warning notice. Discharge must be by written notice to the employee and the Union. Any employee may request an investigation as to the employee's discharge or suspension. Should such an investigation prove that an injustice has been done an employee, the employee shall be reinstated and compensated at the employee's rate of pay while the employee has been out of work. There shall be an immediate notification in writing by the Employer to the Union and the employee involved for all infractions of the Employer's rules by the employee within fourteen calendar days of knowledge of said infraction. Receipt by the Union and the employee of such written notice shall not be construed as to mean that a violation has been committed.

**14.2.5 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 fourteen calendar days after receiving the appeal, the Town Board will investigate the matter and issue a written response to the grievance, which shall be given to the Steward.

**14.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Town Board, the Union may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board 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 Board or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Employer 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.

**14.2.5 Crossing Picket Lines:** It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action, nor shall such employee be permanently or temporarily replaced, if an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union, and including the primary picket line at the Employer's places of business.

**14.2.6 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.

## **15 APPLICATION OF AGREEMENT**

### **15.1 Complete Agreement**

**15.1.1** The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

**15.1.2** The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which would in any way conflict with the terms and provisions of this Collective Bargaining Agreement. Any such agreement shall be null and void.

**15.1.3** Where new operations to be covered by this Collective Bargaining Agreement for which rates of pay and other terms and conditions of employment are not established by this Collective Bargaining Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

### **15.2 Savings Clause**

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

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

### **15.3 Legislative Action**

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

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## 15.4 Execution of Agreement

This Collective Bargaining Agreement shall continue in full force and effect from January 1, 2005, through December 31, 2007.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty calendar days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and or binding arbitration.

Further, in recognition of the pledge of the Union to forego the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

**IN WITNESS WHEREOF**, the parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on July \_\_, 2005.

**TOWN OF CAROLINE**

**TEAMSTERS LOCAL 317**

\_\_\_\_\_  
**Don Barber**  
Town Supervisor

\_\_\_\_\_  
**Bill Arnault**  
Business Agent

\_\_\_\_\_  
**Ed Cope**  
Town Board Member

\_\_\_\_\_  
**Lenny Whittaker**  
Steward

\_\_\_\_\_  
**Tim Seeley**  
Town Board Member

\_\_\_\_\_  
**Michael A. Richardson**  
Labor Relations Consultant