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GEN / 9424

AGREEMENT

BETWEEN

TOWN OF YORK

AND

**SEWER/WATER DEPARTMENT
REPRESENTED BY**

TEAMSTERS LOCAL 264

BUFFALO, NEW YORK

AN AFFILIATE OF THE

INTERNATIONAL BROTHERHOOD

OF

TEAMSTERS

EFFECTIVE

JANUARY 1, 2009 – DECEMBER 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUN 16 2009

ADMINISTRATION

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LEGISLATIVE REVIEW

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.

AGREEMENT

Agreement is made between the Town of York, hereinafter referred to as the Town, and the Teamsters Local 264 affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE 1 **RECOGNITION**

Section 1.1 – The Town recognizes the Union as the sole representative for the purposes of collective bargaining establishing wages, hours, and other conditions of employment for full time permanent employees in the Water/Sewer Department in the title of Water/Sewer Plant Operator Trainee, Water/Sewer Operator and Deputy Water/Sewer Superintendent.

Section 1.2 – The Deputy Water/Sewer Superintendent serves an annual term and is appointed at the annual organizing meeting. There is no right or necessary expectation to reappointment. If the Deputy Water/Sewer Superintendent is not re-appointed, he/she will remain in the bargaining unit as a Water/Sewer Plant Operator.

ARTICLE 2 **MANAGEMENT RIGHTS**

Section 2.1 – The Union recognizes that all the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the employer has not specifically abridged, deleted, delegated or modified by this agreement are, and shall remain, exclusively those of the Employer. Among these rights, powers, responsibilities, and authorities are:

1. The right to hire, transfer, suspend and discharge employees;
2. To determine the number of employees hired, laid off or discharged;
3. To determine the qualifications of employees including those qualifications as from time to time may be set by any state or federal regulatory agency;
4. To determine the starting and quitting time and the reasonable number of hours to be worked by employees;
5. To made any and all rules and regulations;
6. To determine the work assignments of employees;
7. To determine the basis for selection, retention and promotion of employees;

8. To determine the type of equipment and the sequence of work processes;
9. To determine to make technological alternations by revising either process or equipment;
10. To determine work standards and the quality and quantity of work to be produced;
11. To establish, expand transfer and/or consolidate processes and facilities;
12. To transfer or subcontract any or all work (This right to subcontract is limited only as stated in Section 2.2);
13. To consolidate any or all work with another government;
14. To terminate or eliminate any or all work.

The above list is not intended to be exclusive, and is subject to the terms of this agreement.

The Union agrees in recognition of management's rights not to request the employer to bargain with respect to the foregoing during the term of this agreement, either as to the basic decision or as to the effect of that decision upon wages, hours or other terms and conditions of employment.

Section 2.2 – Work which is normally done all or in part by bargaining unit employees shall not be subcontracted to a private contractor, if it would result in the layoff of any employee who was hired full time prior to January 1, 1997. In addition, if the Town decides to subcontract any work done all or in part by bargaining unit employees, which would result in the layoff of full time employees hired after January 1, 1997 the following effort will be made. The Town will discuss with the Union the project or work to be subcontracted and the Union shall have the opportunity to offer a proposal as an alternative to the Town, without the use of a subcontractor. The Town shall notify the Union at least 60 days prior to a final decision to subcontract, and the Union shall present its alternative within 30 days of notification. The decision of the Town is final.

ARTICLE 3 **NO STRIKE CLAUSE**

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. Any work stoppage, slowdown or reduced work or production shall be considered a strike.

ARTICLE 4 **DUES CHECKOFF AND AUTHORIZATION**

Section 4.1 - An employee desiring to become a member of the Union may execute a written authorization for deduction of union dues on a form to be provided by the Union. Upon receipt of such Authorization from an employee, the Town shall deduct union dues from the employees wage each month.

Section 4.2 – The Town shall transmit the amount deducted to the Union within 45 days of the deduction. The Town shall include a statement listing the members from whom the deductions have been made and the amount deducted from each.

Section 4.3 - The Union shall certify to the Employer in writing the current rate of membership dues and shall give the town thirty (30) days notice prior to the effective date of any changes.

Section 4.4 - A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Employer of his desire to discontinue or to change such authorization in writing and the Town shall forward a copy of the employee's notification to the Union.

Section 4.5 - The Town further agrees to grant the Union one payroll deduction of premiums if the Union sponsors a life insurance program.

Section 4.6 – Any errors in deductions shall be adjusted through an adjusted deduction in a subsequent pay period.

Section 4.7 - On the effective date of this Agreement, the Employer shall provide the Union a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and the first day of full time employment. This information shall be provided again at the beginning of each contract year. It is understood that the employee is to notify the Town of any changes in address, phone number, and marital status. Failure to do so may result in disciplinary action taken against the employee.

ARTICLE 5
BULLETIN BOARD

Section 5.1 – The employer agrees to provide suitable space for the union bulletin board at the Water/Sewer garage. Postings by the Union on the bulletin board are to be confined to official business of the union.

ARTICLE 6
JOB DESCRIPTIONS

Section 6.1 – One month after the signing of this agreement the Town agrees to provide the Union with job descriptions of all positions covered by this agreement. For any new job titles within the bargaining unit created during the term of this agreement, the Town shall provide the Union with a copy of the job description within 30 thirty calendar days after an employee is appointed to such new position. If the Town modifies job descriptions, it shall give the Union a copy of the new description within 30 days.

ARTICLE 7
UNION BUSINESS

Section 7.1 – One properly designated Union steward shall be allowed up to 16 hours time off with pay per year when directly involved in the formal processing of a grievance. The steward shall advise the Water/Sewer Superintendent of the reason why he needs time off. Such time off shall be at a time mutually agreeable to the Superintendent and the steward.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 8.1 – An employee shall not be disciplined, suspended or discharged except for just cause. An employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union steward or representative at the time that such discharge or suspension is imposed, provided however that the union steward or representative must be readily available and that good order and discipline is not disrupted while waiting for the union steward or representative. The Town shall provide the Union with written notice of any disciplinary action taken against any bargaining unit employee within five (5) calendar days of the date upon which such action is imposed.

Section 8.2 – The employer has the right to make and implement reasonable rules and regulations. The Town shall meet with employees and explain the rules.

ARTICLE 9
HOURS

Section 9.1 – Employees regular work week shall be Monday through Friday, with the normal work day being 8 hours, 7:00 a.m. to 3:30 p.m. with ½ hour unpaid meal break.

Section 9.2 – Employees may have one 15 minute paid rest break each morning.

ARTICLE 10
OVERTIME

Section 10.1 – All hours worked in excess of 8 hours per day or in excess of 40 hours per week shall be paid at 1.5 times the employee's regular hourly pay rate.

Section 10.2 – The Water/Sewer Superintendent may require overtime as needed for public safety.

Section 10.3 – Employees shall be paid two (2) times their hourly wage, for all hours worked after 16 consecutive hours worked.

ARTICLE 11
HOLIDAYS

Section 11.1 – Each full time employee shall be entitled to time off with eight hours pay for the following holidays:

- a. New Year's Day
- b. Good Friday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Christmas Day
- h. Election Day
- i. Columbus Day
- j. Employee's Birthday
- k. Two floating holidays, with days picked by the employee, subject to approval of the Water/Sewer Superintendent.

Section 11.2 – Holidays falling on a Saturday will be observed on the previous Friday. Holidays falling on a Sunday will be observed on the following Monday.

Section 11.3 – Work performed on a holiday shall be paid a 1 ½ times the employee's regular rate of pay. This is paid in addition to the holiday pay.

Section 11.4 – The day after Thanksgiving is in a special category. One (1) Water/Sewer Plant Operator on a rotating basis will come in to check the water and sewer plants at no extra cost to the Town. If a water break occurs, the employees work at straight time as with a normal workday. However, if no water breaks occur, the employees have the day off with pay.

ARTICLE 12
VACATIONS

Section 12.1 – Vacations shall be taken at a time mutually agreed upon by the Water/Sewer Superintendent and the employee per the following schedule, based on an 8-hour day.

Years of Service
1 to 5
5 to 10
10 and over

Vacation Time
10 working days
15 working days
15 working days plus one additional day for each year of service past the tenth year to a maximum of 25 working days of vacation.

ARTICLE 13
SICK LEAVE

Section 13.1 – Each full time employee shall be allowed 12 sick days per year, which accumulate at the rate of one day per month. Sick days may accumulate from year to year to a total not to exceed 190 days. Employees shall receive payment for fifty (50%) percent of all unused sick days above the maximum of 190 days at the end of each calendar year. Payment shall be made in the last pay period in December. Employees may use sick days for personal illness and to care for ill members of the immediate family as defined in the bereavement allowance section.

Section 13.2 – Sick leave may be used in not less than one (1) hour increments.

Section 13.3 – A record of the employee's sick leave shall be kept by the Water/Sewer Superintendent and shall be shown to the employee in a reasonable time upon request.

Section 13.4 – A physician's certificate may be required as proof of sickness. It may be required after an employee has been out on sick leave 3 or more consecutive days or 12 or more days in any 12-month period.

Section 13.5 – When an employee is reinstated to a position in the bargaining unit within one year following layoff, sick leave credits accumulated at the time of layoff shall be restored.

Section 13.6 – The Town shall continue to pay the same amount of money per employee as it currently pays per employee for a disability insurance policy.

Section 13.7 – If an employee retires from Town service and has worked at least ten (10) consecutive years and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of work related disability, the employee may apply the then current value of 75% of his accumulated sick time toward his share of health insurance premiums pursuant to Section 18.3.

Section 13.8 – When an employee retires from Town service, he may cash in 50% of his accumulated sick leave if he chooses to repudiate the option outlined in Section 13.7 above.

Section 13.9 – The Town may require all employees to undergo annual physicals at no cost to the employee.

ARTICLE 14
FUNERAL LEAVE

Section 14.1 – When death occurs in the employee’s immediate family, the Town will provide time off at the employee’s base pay for a maximum of three days ending with the day of the funeral. The immediate family includes the following: parents, spouse, children, grandchildren, siblings, and the parents and siblings of the employee’s spouse. The employee will be allowed one day of paid time off for the death of aunts, uncles, and grandparents of the employee and the employee’s spouse. This allowance is for lost workdays only and will not be paid for days off, paid holidays, or during vacations.

ARTICLE 15
LEAVE FOR JURY DUTY

Section 15.1 – On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk. Any compensation, except for mileage, for jury duty shall be turned over to the Town.

ARTICLE 16
LEAVE OF ABSENCE WITHOUT PAY

Section 16.1 – Application for leave without pay and benefits for a minimum of 30 days and a maximum of one year may be filed by an employee in writing with the Water/Sewer Superintendent. Such application shall state the reason for the requested leave and the duration thereof. Water/Sewer Superintendent shall have the sole discretion to approve or deny such leave.

ARTICLE 17
RETIREMENT

Section 17.1 – The Town shall provide retirement benefits under the New York State Retirement System as currently provided.

Section 17.2 – Effective at sometime in 2009, the Town will offer a deferred compensation plan, if there is no cost to the Town and the plan is not administered by the Town. The Town agrees through payroll deduction, to deduct the money for investment in the deferred compensation plan.

ARTICLE 18
HEALTH INSURANCE

Section 18.1 – The Town shall provide single, two people or family coverage health insurance to full time employees as follows:

Employees hired prior to January 1, 2009.

- A. The New York State Teamsters Council Health and Hospital Fund's Plan, at no cost to the employees with the following options:

Medical – Select Plan*
Rx Drugs – Option 1 – 7/14/30*
Dental – Option 1
Disability – Option 1
Life and AD&D – Option 1
Vision – Schedule Plan of Benefits
Legal – Schedule Plan of Benefits

Employees hired after January 1, 2009.

- A. The New York State Teamsters Council Health and Hospital Fund's Plan with the following options:

Medical – Select Plan**
Rx Drugs – Option 1 – 7/14/30**
Dental – Option 1
Disability – Option 1
Life and AD&D – Option 1
Vision – Schedule Plan of Benefits
Legal – Schedule Plan of Benefits

The employee contribution to the above medical insurance for employees hired after January 1, 2009 shall be as follows:

Single – 10/25%***
Two Person – 25%
Family – 25%

Employees' contribution for health insurance will be deducted before tax under IRS code 125c Plan.

***Employees will pay 10% for single health insurance, if they are married and their spouse has medical coverage. If the employees are single, they will pay 25% toward health insurance.

*The Town will reimburse the employee's hired before January 1, 2009, the cost of co-pays for Medical and Prescriptions up to \$375.00 for family, \$250.00 for two person and \$200 for single per calendar year. Medical and Prescription dated receipts may be submitted for payment four times a year. The receipts will be accepted the last week in March, June, September and December. All dated receipts must be turned in by the last week in December of that calendar year.

**The employees hired on or after January 1, 2009, will not be entitled to reimbursement of the cost of co-pays for Medical and Prescriptions.

Section 18.2 – Health Insurance cash option. Any employee who presents proof of coverage by another health plan, and elects to not take the coverage offered by the town, shall receive a cash payment equal to 70% (Employee's hired after January 1, 2005, cash payment equal to 30%) of the NYS Teamsters Health and Hospital Fund single coverage premium for the time not covered by the plan offered by the Town. The Town shall establish rules for this program consistent with the policies of the NYS Teamsters Health and Hospital Fund.

Section 18.3 – Full time active employees hired prior to January 1, 2009 who retire with a minimum of 15 years of service to the Town will receive health insurance benefits appropriate to their circumstances (single, family or Medicare supplement) after retirement according to the following schedule:

<u>Years of Service</u>	<u>Town Share</u>	<u>Employee Share</u>	<u>for Maximum of</u>
15 to 20	60%	40%	3 years
20 to 25	70%	30%	4 years
25 or more	80%	20%	5 years

Section 18.4 – Employees hired after January 1, 2009, shall not be entitled to health insurance at retirement.

ARTICLE 19
SENIORITY

Section 19.1 – Seniority shall be as defined in the Civil Service Law.

Section 19.2 – Layoff provisions shall be in accordance with Civil Service Law.

Section 19.3 – Recall shall be in accordance with Civil Service Law.

Section 19.4 – Seniority shall terminate upon discharge for just cause, voluntary resignation, or layoff for more than one year.

Section 19.5 – New employees shall have a six (6) month probationary period during which time they may be disciplined, reprimanded, suspended, fined or discharged at the sole discretion of the Town.

ARTICLE 20
JOB POSTING

Section 20.1 – If a vacancy occurs in a bargaining unit job classification which is a promotion, the job to be filled will be posted on the bulletin board for 5 days. The posting will show job title, rate of pay, location and will have space for interested employees to sign their name.

ARTICLE 21
GRIEVANCE PROCEDURE

Section 21.1 – A grievance is described as an alleged violation of a term of this agreement.

Section 21.2 – A grievance shall be resolved in the following manner:

Step 1

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective to resolve the matter informally and without precedent.

Step 2

If the matter is not resolved in step 1, it may be submitted as a grievance in writing on a form to be provided by the union stating the grievance and the section or sections of the contract, which have been violated, and the suggested solution. The grievance will be presented to the Water/Sewer Superintendent, with a copy to the Town Supervisor, within 14 days of the event, which generates the grievance.

The Water/Sewer Superintendent shall meet with a union representative within seven days of receiving the grievance to discuss the grievance and will give his written answer to the union within 7 days of the meeting.

Step 3

If the grievance is not resolved at step 2, the union shall within 10 days of the answer from the Water/Sewer Superintendent, submit the grievance to the Town Supervisor. The Town Supervisor may meet with the union representative and shall respond to the grievance in writing within 15 days from receipt of the grievance.

Step 4

If the grievance is not resolved at step 3, either party may submit the grievance to arbitration within 20 days of the Supervisor's decision. The Town and Union agree to use the Federal Mediation and Conciliation Service, or another mutually agreed upon arbitrator, for purposes of arbitration. The arbitrator shall have no power or authority to add, detract, or modify, explicitly or implicitly, any express term of this agreement. His authority shall be limited only to deciding whether a specific term of this agreement has been violated. The expenses and fees of the arbitrator and the Federal Mediation and Conciliation Service shall be shared equally between the Town and the Union.

Section 21.3 – Any grievance submitted by the Town shall begin directly at Step 2 of the grievance procedure with submission to the Union steward.

Section 21.4 – Discipline of employees shall be in accordance with Civil Service Law. An employee with more than 12 months seniority shall be treated as though he had Section 75 protection.

Section 21.5 – Time limits in the grievance procedure may be extended by written mutual agreement. The failure by the Town to meet a time limit is a denial of the grievance.

ARTICLE 22 **GENERAL PROVISIONS**

Section 22.1 – Each full time employee will receive each calendar year, an allowance of \$250 for safety shoes and work clothing with receipts. Receipts must be received prior to payment.

Section 22.2 – Any employee called for emergency duty in addition to or outside of said employees' normal shift shall be guaranteed a minimum of three (3) hours pay at the rate of one and one half (1 ½) times said employees' hourly wage. This section does not apply to contiguous hours after employees regular shift ends.

Section 22.3 – An employee shall receive a 30 minute paid breakfast break, in addition to the 15 minute break in Section 9.5, if he starts his scheduled shift by three or more hours earlier than scheduled.

Section 22.4 – At the beginning of each calendar year, each employee shall be given a list of all accrued sick time he has earned to date.

Section 22.5 – The benefits provided in this contract are the only benefits to which the employees are entitled.

Section 22.6 – The Union acknowledges that the Water/Sewer Superintendent is a working superintendent, with no limits placed on what work he may do.

Section 22.7 – Employees shall be paid in accordance with wage rates set forth in Appendix A of this agreement.

Section 22.8 – The Water/Sewer Operators on a rotating basis will check the Water and Sewer plants on Saturday and Sunday for three (3) hours each day. The employee working on the weekend will be given the day off the following Friday. The employees working the weekend duty may be required to work up to two (2) additional hours on the weekend, if necessary, without any additional pay.

Section 22.9 – The employees will fill out their own time sheets which, prior to approval, shall be reviewed for accuracy by the Department Head.

ARTICLE 23
DURATION AND TERMINATION

Section 23.1 – This agreement shall be effective from January 1, 2009 and continue in effect until December 31, 2011.

Section 23.2 – If either party desires to modify or terminate this agreement it shall, 180 days prior to the termination date, give written notice of such desire by certified mail to the other party.

For the Town of York

Gerald A. Demig 2-3-09
Town Supervisor Date

For Teamsters Local Union No. 264

Dee Mill 1/30/09
Business Representative Date

Accepted as to form:

Joseph Blawie 2-5-09
Water/Sewer Superintendent Date

APPENDIX A
WAGE RATES

Water/Sewer Plant Operator Progression Wage Scale:

Water/Sewer Plant Operator:

	1/1/09	1/1/10	1/1/11
Starting Wage	\$16.57	\$17.06	\$17.58
1 year of service	\$17.60	\$18.13	\$18.67
2 years of service	\$18.43	\$18.98	\$19.55
3 years of service	\$19.16	\$19.73	\$20.32
4 years of service	\$19.67	\$20.26	\$20.87
5 years of service	\$20.19	\$20.80	\$21.42
6 years and thereafter	\$20.71	\$21.33	\$21.97

The above wages represents a 3% increase each year of the contract.

Wages in the progressive scale are based on the following percentages:

- Starting Wage – 80% of full wage
- 1 year of service – 85% of full wage
- 2 years of service – 89% of full wage
- 3 years of service – 92.5% of full wage
- 4 years of service – 95% of full wage
- 5 years of service – 97.5 of full wage
- 6 years of service and thereafter – 100% of full wage

Section 1 – The Deputy Water/Sewer Superintendent shall be paid \$.50 per hour above the Water/Sewer Plant Operator rate.

Section 2 – The shift differential shall be \$.75 per hour.

Section 3 – Each employee shall be paid \$25.00 per year of his service, once per year during the second pay period in January. Employees hired after January 1, 2005, the \$25.00 per year of service will be capped at 20 years.

Section 4 – Employees hired at the starting wage must get at least one (1) of the two required licenses by their first anniversary date to move up to the one (1) year of service wage in the progression scale and must get the second license to move up to the two (2) years of service wage in the progression scale. Employees taking longer than two (2) years to get both licenses will move to the number of years of service in the progression scale once they have received both licenses.

APPENDIX B
UNION MEMBERSHIP/DUES CHECKOFF AUTHORIZATION CARD



APPLICATION AND NOTICE
For Membership in Local Union No. _____
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
 (LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

DATE OF APPLICATION _____ SIGNATURE OF APPLICANT _____
 White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT



I, _____ (Print Name) hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant