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#### Contract Database Metadata Elements

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Union: **International Brotherhood of Teamsters**

Local: **Local 294**

Effective Date: **01/01/10**

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CONTRACT

MEC / 9873

BETWEEN

TOWN OF WHITEHALL HIGHWAY DEPARTMENT

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET  
ALBANY, NEW YORK

1/1/10 12/31/12

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

NOV 24 2010

**ADMINISTRATION**

ARTICLE 1 CONDITIONS AND SCOPE OF AGREEMENT	PAGE 3
ARTICLE 2 UNION SECURITY	PAGE 4-5
ARTICLE 3 GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF, RECALL AND MAINTENANCE OF STANDARDS	PAGE 5-6
ARTICLE 4 PROHIBITION OF STRIKES	PAGE 7
ARTICLE 5 RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING	PAGE 7
ARTICLE 6 SEPARATION FROM EMPLOYMENT	PAGE 7
ARTICLE 7 EQUIPMENT	PAGE 7-8
ARTICLE 8 PAY PERIOD	PAGE 8-9
ARTICLE 9 PROBATIONARY PERIOD	PAGE 9
ARTICLE 10 JOB DUTIES AND CLASSIFICATIONS	PAGE 9
ARTICLE 11 VACATIONS	PAGE 9-10
ARTICLE 12 HOLIDAYS	PAGE 10-11
ARTICLE 13 SICK LEAVE	PAGE 11-12
ARTICLE 14 PERSONAL LEAVE	PAGE 12-13
ARTICLE 15 BEREAVEMENT LEAVE	PAGE 13
ARTICLE 16 MEALS, ALLOWANCES, LODGING EXPNS	PAGE 13
ARTICLE 17 PENSION PLAN	PAGE 13-14
ARTICLE 18 INSURANCE	PAGE 14
ARTICLE 19 WORK DAY AND WORK WEEK	PAGE 15
ARTICLE 20 WAGES	PAGE 15-16
ARTICLE 21 ADOPTION OF BY LAWS	PAGE 16
ARTICLE 22 SAFETY POLICY	PAGE 16
ARTICLE 23 WORKERS COMPENSATION PAYMENT	PAGE 16
ARTICLE 24 DURATION CLAUSE	PAGE 17
ARTICLE 25 LEGISLATIVE ACTION	PAGE 17
ARTICLE 26 GRIEVANCE PROCEDURE	PAGE 17
ACCEPTANCE SIGNATURES	PAGE 19
SCHEDULE A DISCIPLINE	PAGE 20
SCHEDULE B TIME CLOCK POLICY	PAGE 21-22

## ARTICLE I

## CONDITIONS AND SCOPE OF ARGUMENT

- A. Town of Whitehall Highway Department, hereinafter known as the employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, Administrators and Members of the Town of Whitehall Highway Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise and
- B. To assure equitable treatment of its employees herein, pursuant to the laws of the State of New York, and the rules, regulations and policies of the employer, which laws, rules, and regulations and policies shall be construed for the accomplishment of this purpose.
- C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, NY as the sole and exclusive bargaining representative of:

All full time employees (40 hours or more per week) of the Highway Department, and excluding all other, with regard to the rates of pay, wages, hours, and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

- D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the employer in connection with the matters relating to their employment as long as :
  - 1. The Union is informed of such a meeting.
  - 2. The Union is afforded the opportunity to attend.
  - 3. The meetings are not established at the request of an individual employee.
  - 4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union
- E. Nothing herein shall restrict the Highway Superintendent, part-time or temporary help from working as a supplement to the work force, but not as a replacement to any full-time bargaining unit member nor are they subject to this agreement.

F. THIS AGREEMENT entered into on this 17 day of NOV 2010 between Local Union #294 affiliated with International Brotherhood of Teamsters, herein after referred to as the Union and the Town of Whitehall, New York, hereinafter known as the Employer, shall be in effect from 1/1/2010 to ~~12/31~~ \_\_\_\_\_, 2012.

## ARTICLE II UNION SECURITY

- A. Hiring additional personnel: When new permanent full-time employees are to be hired, the local applicants will be first and then the Union will have the opportunity to suggest applicants to fill any position.
- B. Agency shop and check-off dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative.
- C. Maximum Union security: In the event that the current laws are repealed or modified so as to permit greater Union Security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.
- D. Stewards: The Employer recognizes the right of the Union to designate one job steward from the Employer's seniority list. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities.
1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Agreement.
  2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:
    - a. Has been reduced to writing or
    - b. If not reduced to writing, are of a routine nature and do not involve a

refusal to perform work assignments.

3. No steward shall be engaged upon Union Business during the time he is assigned to a regularly scheduled bargaining unit job.
4. The job steward designated by the Union as such shall be given a total of actual time per day, if necessary, with twenty for (24) hours advance notice of when and where possible to process the employee's grievance.
5. The Union shall notify the Employer in writing, of the employee designated by the Union as job steward.

**ARTICLE III                      GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING  
SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF  
STANDARDS**

**A. Seniority**

Seniority shall prevail in that the Employer recognizes the original principle that senior employees shall have preference of the employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is the highest, provided that such employees are qualified for such work. Employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. Seniority shall accrue and be determined in accordance with the length of employment within the bargaining unit covered by this agreement.

**B. Loss of Seniority**

Seniority shall be broken only by:

1. Lawful discharge
2. Voluntary quit
3. If an employee is laid off in excess of 12 consecutive months.

**C. Layoff and Recall**

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice or recall in person, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery to such address of the Employer's notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within fourteen (14) calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the fourteen (14) calendar day period. In the event that the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.
3. Employees who willfully fail to return to work after three (3) days of an approved leave of absence shall be considered as voluntarily quitting.

#### D. Maintenance of Standards

The Employer agrees that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this agreement.

1. All full-time Highway Department employees will be provided with uniform value consisting of pants, shirts, jackets and coveralls as is currently in place. If the individual chooses to exchange items for personal preference, the value of exchange shall not exceed the value of initial package offered. If such uniforms or specific individual items are not used by the employee, the superintendent shall return such items to the supplier and only upon written request by the employee shall such uniform items be re-issued. Upon leaving the employment of the Town, employees must return all uniforms within 7 days to receive final payment of any monies due. Payment will be held up until the uniforms are returned. If not returned within 14 days, the cost will be deducted from any monies owed the employee. If there is not enough money owed the employee to cover the balance due, the employee will be billed for the difference.

2. Boot Allowance – Each employee will receive up to \$80.00 annually for work boot reimbursement upon presentation and submission of original paid receipt, each year of the agreement.

**ARTICLE IV                    PROHIBITION OF STRIKES**

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate encourage or condone such a strike for violation of such non-strike pledge. Any such violation shall be subject to all the sanctions and penalties provided in section 210 of the Civil Service Law.

**ARTICLE V                    RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING**

The parties agree to conduct meetings for the purpose of collective bargaining during the period of sixty (60) days prior to \_\_\_\_\_ of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

**ARTICLE VI                    SEPARATION FROM EMPLOYMENT**

- A. Upon quitting with a two-week notice or discharge, the Employer shall pay wages due to the employee on the payday in the pay period next following such quitting or discharge. Accrued vacation having been established hereunder shall be included in such payments. No sick or personal days are due the employee upon quitting or discharge.
- B. Upon separation from employment, the employee shall return to his/her immediate supervisor all the Department property in his possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear accepted, or pay the fair and reasonable value thereof before the last payday.

**ARTICLE VII                    EQUIPMENT**

- A. Defective Equipment



1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipment with the safety appliance prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.
2. Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of any government regulations relating to the safety of person or equipment.

#### B. Reports

Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic.

#### C. Vehicle and Traffic Law Violations

Employer agrees to reimburse employees for payment of fines and surcharges levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. The employee must notify Employer by the end of his/her shift of such citation or a copy of the citation must be submitted to the employee's immediate supervisor. Each Employee receiving any citation for such defect shall be required to appear as directed by the court and the Employer shall not be responsible for any monies due by reason of non-appearance or scoffing. Each driver shall be required to inspect his/her vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

### **ARTICLE VIII      PAY PERIOD**

All Employees Covered hereunder shall be paid in full on the Friday following the

end of each pay period. The pay period will be every week from Monday through Sunday.

**ARTICLE IX            PROBATIONARY PERIOD**

New hires and benefits are subject to a 90 calendar day probationary period.

**ARTICLE X            JOB DUTIES AND CLASSIFICATIONS**

A. An Employee in one job classification may be used in another job classification or division only if no work opportunities are lost by workers normally performing work in that job classification or division to which he/she was transferred. The Highway Superintendent may work as a supplement to the work force, but not as a replacement for the bargaining unit member willing and able to work.

B. Highway Worker Class

Motor Vehicle Operators/ Laborers

An employee assigned to work out of his/her regular job classification shall not be responsible for damage caused as a result of his/her lack of training in performing any assigned duties, provided such damage does not result from a willful destructive act.

C. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles in accordance with training; however when requested to perform maintenance outside the scope of his training in no event shall said employees be held responsible for the workmanlike quality of a professional mechanic.

D. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his/her rate of pay immediately prior to this agreement plus any increase(s) provided herein.

**ARTICLE XI            VACATIONS**

A. All fulltime (40 hours per week or more) employees shall receive paid vacations as follows:

After one year of continuous service, 1 week , (40 hours with pay)  
After three years of continuous service, 2 weeks, (80 hours with pay)  
After eight years of continuous service, 3 weeks, (120 hours with pay)  
After fourteen years of continuous service, 4 weeks, (160 hours with pay)  
After twenty years of continuous service, 5 weeks, (200 hours with pay),  
determined by anniversary date.

- B. Vacation leave shall not be carried over to the following year, but may be allowed with the approval of the Town Board and the Superintendent on a case by case basis.
- C. Employees who are separated from service and who have accrued vacation leave to their credit shall be paid the salary equivalent to the accrued vacation leave.
- D. Vacation time shall be used on a weekly basis, except for one week that can be used on a ½ day basis (8hr/10hr days depending on the case) with 24 hour prior approval by the Superintendent.
- E. Vacation may not be taken between December 1<sup>st</sup> and April 1<sup>st</sup> without prior approval, unless needed for illness; however, such approval shall be contingent on a 48 hour recall notice to report to work shall the Superintendent determine that the conduct of all departmental business in most cases requires the attendance of the employee.
- F. Vacation time cannot be extended with sick time without 24 hours prior notice to the Superintendent with documentation by a treating physician.

**ARTICLE XII            HOLIDAYS**

All fulltime (40 hours or more per week) employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

- 1: New Years Eve                    -            December 31<sup>st</sup>
- 2: New years Day                    -            January 1<sup>st</sup>

3. Martin Luther King Day	-	3 <sup>rd</sup> Monday in January
4. Presidents Day	-	3 <sup>rd</sup> Monday in February
5. Memorial Day	-	Last Monday in May
6. Independence Day	-	July 4 <sup>th</sup>
7. Labor Day	-	1 <sup>st</sup> Monday in September
8. Election Day	-	1 <sup>st</sup> Tuesday in November
9. Veteran's Day	-	November 11
10. Thanksgiving Day	-	3 <sup>rd</sup> Thursday in November
11. Day After Thanksgiving	-	Friday after 3 <sup>rd</sup> Thursday
12. Christmas Eve	-	December 24 <sup>th</sup>
13. Christmas Day	-	December 25 <sup>th</sup>

- A. When any of the listed holidays fall on a Saturday, it will be observed the preceding Friday. When any of the listed holidays fall on a Sunday, the holiday will be observed the following Monday.
- B. Holidays observed during the 5 day 8 hour workweek will be paid at 8 hours. Holidays observed during the 4 day 10 hour workweek will be paid at 10 hours.
- C. Employees required to work on the day of observance of any of the listed holidays will be paid the normal holiday pay (8 or 10 hours) depending on the current workweek schedule, plus time and one half for the total hours worked. Holiday hours count toward computing overtime.
- D. Employee must work the day before and the day after a holiday to receive pay for the holiday, unless scheduled off for vacation or illness.

**ARTICLE XIII**

**SICK LEAVE**

- A. All fulltime (40 hours or more per week) employees covered hereunder shall be entitled to earn a maximum of 96 hours of sick leave per year, to be earned at the rate of eight (8) hours per month. An employee may accumulate no more than 1600 hours of sick leave total. An employee using sick leave on an 8-hour day will be paid and charged 8 hours. An employee using sick leave on a 10 hour day will be paid and charged 10 hours.
- B. At the time of retirement, eight hundred hours (800) of sick time may be cashed in at full value, (one day for one day) of accumulated sick time. Employee may elect

to receive weekly payments, until all accumulated time is drawn down at the wage rate at the time of retirement, or employee may elect to purchase employee's portion of medical insurance, for himself or family (if applicable) until all accumulated pay is drawn down. Any hours over eight hundred (800) hours will be paid at \$3.15 per hour. A minimum of three (3) months notice must be given for this purpose.

- C. A doctor's certificate of physical fitness will be required after absence of 40 hours per month or more due to personal illness or illness of a relative. The employee or a member of his/her family shall notify his/her immediate supervisor at least one half hour prior to starting time.
- D. Employees unable to report for work promptly must notify their department head. Excess tardiness or absence may result in discipline. The factors used to judge excessive tardiness or absence shall include the frequency of occurrence, aggregate time lost and the pattern of lateness or absenteeism, including sick time.
- E. Whether the employer has light duty work or not will be at the sole discretion of the Superintendent and approval of the Town Board.
- F. An employee may take an absence with pay, chargeable up to total sick leave hours accumulated by employee. Up to 96 hours of accumulated sick leave, **with pay** for sick leave, may be taken per year for immediate family member illness. In keeping with the FMLA entitlement, an additional 384 hours of **unpaid** time would be granted as needed in a 12 month period. (Refer to Family and Medical Leave Act of 1993.)

#### **ARTICLE XIV            PERSONAL LEAVE**

- A. All fulltime (40 hours or more per week) employees covered hereby shall be entitled to twenty-four (24) hours personal leave with pay to be granted upon request to the Superintendent of Highways. Each employee will endeavor to make said request upon reasonable notice and in any case at least twenty-four (24) hours in advance if possible. Such personal leave is not to be deducted from sick leave or vacation pay. New employees accumulate eight (8) hours personal time every four (4) months.

- B. Personal leave may not be used in less than ½ day increments without 24 hours notice.

**ARTICLE XV            BEREAVEMENT LEAVE**

- A. All fulltime (40 hours or more per week) employees shall be entitled to four (4) consecutive days absence from employment with pay, commencing with the date of death, for death in the family; i.e. spouse, parents or step parents of husband or wife, children, to include step children and spouse.
- B. All employees shall be entitled to three (3) consecutive days of absence from employment with pay, commencing with the date of death, for death in the family; i.e. siblings to include brother and sister in law, daughter in law, son in law, grandparent or grandchild.
- C. The employer may request the employee to submit proof of death for the purpose of payment under this provision.
- D. One day of bereavement leave may be reserved for interment with notice to supervisor prior to the period of bereavement.

**ARTICLE XVI            MEALS, ALLOWANCE AND LODGING EXPENSES**

- A. Employees required to work extra duty shall be allowed adequate time while remaining under work assignment, for meals. In the case of supper, employees shall be allowed one (1) hour paid leave for supper during overtime, during snow plowing season, and after 5:00 P.M. only.
- B. Whenever possible, coffee breaks shall be:

15 minutes in the morning  
15 minutes in the afternoon

**ARTICLE XVII            PENSION PLAN**

Employer shall maintain the present New York State Pension Plan. The Employer will provide health insurance upon retirement as follows: Retired persons and/or spouses may purchase the same plan that was available prior to retirement with the Town paying 50% of the retired employee's medical benefits and 50% of the employee's spouse and or family benefit. Employees must have been employed by the town and meet the requirements as outlined by the New York State Retirement System.

Current employees who will be retiring before January 1, 2015 who choose to continue health insurance through this municipality will have the opportunity to continue their health insurance, whereas the employee would contribute 25% of the individual policy premium and 50% of the difference between the individual policy premium and the spouse/family policy premium. Any employees retiring after January 1, 2015 will contribute at a rate of 50% of the individual policy premium and 50% of the difference between the individual policy premium and the spouse/family policy premium should they choose to continue their health insurances through this municipality.

#### **ARTICLE XVIII      INSURANCE**

The Employer shall make available after 30 days the present or substantially equivalent insurance coverage and shall make available to all fulltime permanent employees and their dependents covered by this agreement health and major medical, dental and vision insurance. Employees hired after 06/12/02 will be required to contribute 10% of the cost of individual health insurance coverage and 25% of the difference between the individual policy premium and the spouse/family policy premium. Employees hired prior to 06/12/02 will be required to contribute 5% of the cost of individual health insurance coverage and 12.5% of the difference between the amount of the individual policy premium and the spouse/family policy premium.

If an employee is covered by his/her spouse's health insurance plan and elects not to have coverage provided by the Town, said employee shall receive 40% of the single health plan cost. This shall be payable first in the last paycheck in June and second in the last paycheck prior to Christmas.

The employer will supply New York State Disability Insurance for non-work related illness or injury lasting five (5) days or more.

**ARTICLE XIX            WORK DAY AND WORK WEEK**

The work week shall be Monday through Friday.

The workday shall be eight (8) consecutive hours, Monday through Friday, 6:00 am to 2:30 pm, from Labor Day to Memorial Day with ½ hour unpaid lunch break. During the summer, from Memorial Day to Labor Day there will be a four (4) day, 10 hours per day schedule. This schedule will run from 6:00 am to 4:30 pm with a ½ hour unpaid lunch break.

- A. Employees required to work outside their normally scheduled hours or in excess of 40 hours will be paid at time and a half.
- B. Employees called to work before or after the normal starting or quitting time be paid a minimum of 2 hours at time and one half, call in pay, regardless of whether they actually work the 2 hour minimum; call in must exceed two hours before normal start in the day to earn the minimum time otherwise pay for actual hours worked will be received. This pay will start from the time of the call, unless the employee punches in more than thirty (30) minutes after the call, and then pay starts from the time of punch in. Call in pay will not count towards the employee's straight hours worked and the employee may be on call more than once during the minimum 2 hour time period without any additional time added to the employee's pay.

**ARTICLE XX            WAGES**

- A. There is an hourly wage increase in 2011 to be issued at 3.5% on \$14.32 per hour. In addition, a \$0.15 per hour raise will be instituted in exchange for the holidays given up. In 2012, another 2.5% raise will be issued.
- B. New employees will be paid at 90% of the wages being paid to regular Highway Department employees, not a working foreman or Deputy Highway Superintendent.
- C. Working foreman – will be paid an additional \$1,560.00 per year above their normal rate of pay.
- D. When called for jury duty all employees will receive their regular hourly wage (8 or 10 hours as the case may be) for the days served as a potential juror and as a



juror.

E. Overtime hours will be assigned based on seniority, starting with the most senior employee regardless of acceptance/rejection of overtime hours.

F. Longevity pay open for discussion in 2011 for 2012.

**ARTICLE XXI            ADOPTION OF BY LAWS**

It is understood and agreed that any benefits provided for the employees hereunder by the Town of Whitehall Highway Department which are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all fulltime (40 hours or more per week) employees covered by this agreement.

**ARTICLE XXII            SAFETY POLICY**

All Whitehall Town Highway employees are required to follow all guidelines of the PPE Program set forth by PESH Committee. The PPE Program has specific guidelines for safety apparel and equipment to be used for each job function/operation. These guidelines are available for review at the Whitehall Town Garage located at 10072 State Route 4, Whitehall, NY 12887. These guidelines will be enforced to ensure the safety of all Town of Whitehall Highway Department employees.

**ARTICLE XXIII            WORKERS COMPENSATION PAYMENT**

A. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workers Compensation payments shall be compensated in the following manner:

1. Any payment received, as Workers Compensation benefits for absence for which the employee also received full sick leave will be returned to the Town as long as the employee receives full salary. The employee shall be entitled to retain any Workers Compensation benefits for any period for which sick leave is not paid or payable.

**ARTICLE XXIV      DURATION CLAUSE**

- A. This agreement shall be in full force and effect from 01/01/10 to 12/31/10 and shall continue in effect from year to year unless party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof or any subsequent anniversary date.
- B. This collective bargaining agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

**ARTICLE XXV      LEGISLATIVE ACTION**

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

**ARTICLE XXVI      GRIEVANCE PROCEDURE**

Basic Principles:

- a. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
- b. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
- c. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.
- d. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
- e. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him/her and make a determination within the authority delegated to him/her in the time specified in these procedures.
- f. The function of these procedures is to assure equitable and proper treatment

under the existing agreement, rules, regulations and policies, which related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.

- g. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

#### PROCEDURES

An employee of The Town of Whitehall Highway Department who has a grievance shall follow the procedure as outlined below:

##### STEP 1: INFORMAL STAGE:

Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his/her determination to the aggrieved employee and steward within a period of two (2) days.

##### STEP 2: FORMAL STAGE:

- A. Within ten (10) days after the oral determination or the lack thereof has been rendered pursuant to STEP 1, an aggrieved employee and the Union's steward may appeal such a decision to the Town Board of the Town of Whitehall. Such appeal must be in writing, and a hearing on said appeal shall be held by the Town Board within ten (10) days.
- B. Within five (5) working days after the appeal hearing, the Town Board shall notify the grievant and the steward of their decision.

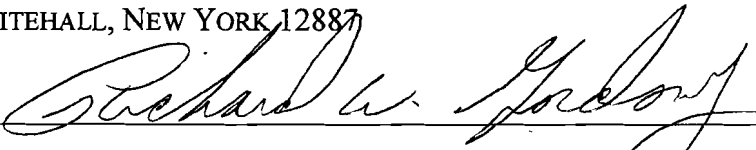
##### STEP 3:

If the Union objects to the decision rendered by the Town Board of The Town of Whitehall, they may, within five (5) days from the receipt of such decision, submit the grievance or grievance at issue to the Public Employees Relation Board pursuant to said agency's rules and regulations for the voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the arbitrator selected shall be final and binding. The cost of these proceedings will be equally divided between the Employer and the Union.

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

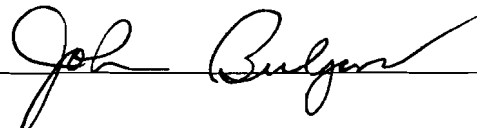
DATED: 11/17/10

TOWN OF WHITEHALL HIGHWAY DEPARTMENT  
WHITEHALL, NEW YORK 12887

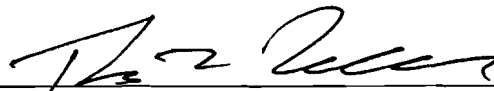
BY: 

TOWN SUPERVISOR, RICHARD W. GORDON, JR.  
WHITEHALL TOWN SUPERVISOR

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS  
890 THIRD STREET  
ALBANY, NEW YORK 12206

BY: 

PRESIDENT, JOHN BULGARO  
PRESIDENT

BY: 

BUSINESS AGENT, THOMAS L. QUACKENBUSH  
BUSINESS AGENT

## SCHEDULE A      DISCIPLINE

- A. All full-time employees must be given at least one written warning for a particular incident before they can be suspended or terminated, unless the infraction falls under the items listed below.
  
- B. A disciplinary warning will be issued for four (4) late punches in a thirty (30) day period, after which during the next fifteen (15) days, any additional tardiness will result in suspension without pay for one (1) day. The date of which will be determined by the superintendent.
  
- C. All disciplinary warnings will be removed from the files if the employee is not tardy for ninety (90) days following the issuance of notice.

The Following Items are considered severe infractions and may constitute immediate action by the Employer and do not require a previous warning of any kind. These infractions may include suspension up to and including discharge.

- a. Fighting on the Employer's property.
- b. Failure to follow a reasonable direction or order of the department head.
- c. Willful destruction or theft of property, tools or equipment belonging to either the Town or its employee.
- d. Willful falsification of or making any material change in any town record.
- e. Unauthorized use and/or removal of town property.
- f. Unauthorized possession of firearms or explosives.
- g. The unlawful possession, distribution or manufacturing of a controlled substance on Town property.
- h. Personal use of Town materials, tools or equipment without permission.
- i. Being under the influence of illegal drugs or alcohol while physically performing work for the Town.

For all other infractions the employee must have received at least one written warning for the offense in question, not more than 6 months old, before the employee can be suspended or terminated.

Warning notices will remain in place for a period of 6 months.  
After 6 months the notice can no longer be used against the employee for the purpose of

discipline. All steps of discipline will be subject to the Grievance Procedure.

## **SCHEDULE B TIME CLOCK POLICY**

### **REGULATIONS**

#### **EARLY PUNCH**

- 1) No employee shall be paid for clock time prior to the scheduled starting time without prior approval of the Superintendent.
- 2) Additional Late Punches will result in time being deducted in six (6) minute increments.
- 3) A disciplinary warning will be issued for four (4) Late Punches in any thirty (30) day period, after which during the next fifteen (15) days, any additional tardiness will result in suspension without pay for one (1) day (the date of which will be determined by the Superintendent.)
- 4) All disciplinary warnings will be removed from the files if the employee is not tardy for ninety (90) days following issuance of notice.

#### **PUNCH OUT**

- 1) No employee will Punch Out prior to the authorized quitting time without prior approval of the Superintendent.

#### **OVERTIME**

- 1) Payment for overtime will only be made when authorized by the Superintendent.
- 2) Overtime for emergency work (I.e. snow removal and ice control) will begin and end with times indicated on employee's timecard, and will be paid in 15 minute increments.

#### **FIELD ASSIGNMENT**

Those employees assigned to projects (start and end their day in the field) will have their time card signed by the Superintendent daily.

#### **LUNCH TIME BREAK**

Employees will not be required to punch out and back in for the normal lunch time meal break. (30 minutes)

#### SUPERINTENDENT'S SIGNATURE

If for any reason, an employee cannot punch his/her time card, it must be signed by the Superintendent.

#### EMPLOYEE RESPONSIBILITIES:

- 1) All hourly employees will be required to punch the time clock.
- 2) Employees will punch only their own time card. Any employee punching some other employee's time card will be subject to immediate dismissal.
- 3) The Superintendent will pick up the past week's time cards and place new cards in the rack for the coming week.
- 4) The Superintendent will turn in one (1) card for each hourly employee, even if handwritten for those who are on authorized leave.