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Title: **Nassau, Town of and Town of Nassau Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2015)**

Employer Name: **Nassau, Town of**

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

Local: **294**

Effective Date: **01/01/2015**

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BC / 7879

AGREEMENT
BY AND BETWEEN
THE TOWN OF NASSAU
and



INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 294

JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

ARTICLE I
CONDITIONS AND SCOPE OF AGREEMENT

- A. The Town of Nassau, hereafter 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 Highway Department, Town of Nassau, 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 shall be construed for the accomplishment of this purpose:
- C. Hereby agrees to recognize Teamsters Local 294, affiliated with I.B.T., located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of: CASE NO. C-2047 (Nassau Highway Department)

All employees of the Employer heretofore referred to and known as the Town of Nassau and excluding all other, with regards to rates of pay, wages, hours, and working conditions of employment, conditions as are negotiated between the parties. Superintendent shall not perform the work of men in the bargaining unit unless all highway employees are working, including any permanently laid off employees. Part-Time employees will not work more than eight hundred (800) hours per year for the Highway Department. Time worked for the Town in other areas is not to be included in the (800) hours mentioned above. Seasonal Employees do not have to be a member of the Bargaining Unit.

- D. Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment as long as:
- i. The Union is informed of such meeting.
 - ii. The Union is afforded the opportunity to attend.
 - iii. The meetings are not established at the request of an individual employees.
 - iv. Any changes or modifications in the terms or conditions of employment of said employee are made through negotiations with approval of the Union.

- E. This AGREEMENT entered into this 18th day of December 2014 between Local Union 294, affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "UNION" and the Town of Nassau, Nassau, New York, hereafter referred to as the "EMPLOYER" shall be in effect from the date of execution of this contract and shall be effective from January 1, 2015 to December 31, 2016.

ARTICLE II
UNION SECURITY

A. Hiring Additional Personnel: When new employees are to be hired, the Local Union, as well as other sources, will be afforded the opportunity to send applicants for the jobs.

B. Check-off of Dues: The Employer agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made. Written authorization by the Employees is to be furnished in the form approved by the Employer.

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 and one alternate steward from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievance in accordance with the provisions 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. The steward shall be allowed paid time for all Union business during the working time when he is assigned to a regularly scheduled bargaining unit job.
4. The job steward or alternate steward designated by the Union as such shall be given a total of four (4) working hours per day, if necessary, with twenty-four (24)-hours advance notice of when and where possible to process employee's grievances.
5. The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward and alternate steward.

E. Agency Shop Fee: 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.

The Employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

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 general principal that senior employees shall have preference of employment and promotional opportunities for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work. Seniority will prevail for all work assignments, provided the senior employee is qualified and shall be at the discretion of the Highway Superintendent.

Employees shall be placed on the seniority list after sixty (60) days of employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, or
2. Voluntary quit.

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. It is requested that two (2) weeks written notice be given on lay-offs by the immediate Superintendent to the employee involved. The Union will be copied-in on layoff notices.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered or certified mail, sent to the last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority

rights under this agreement and shall be considered as a voluntary quit. Laid off employees will have preference for recall to work for a period equal to the total years of service with the Town.

3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

D. Maintenance of Standards: The Employer agrees that all conditions of employment in his individual operation relating to wages, hour of work, overtime differentials and general working conditions shall be maintained at not less than those standards set forth prior to this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this 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. Any violation of such non-strike pledge shall be subject to all of 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 meet for the purpose of collective bargaining during the period of 120 days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this agreement.

ARTICLE VI **GRIEVANCE PROCEDURE**

The grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union as outlined below.

BASIC PRINCIPLES:

1. 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.

2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.

3. 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.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. 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 and make a determination within the authority delegated to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment.

They are not designed to be used for changing rules or establishing new ones.

PROCEDURES:

An employee of the Department of Highways, Town of Nassau who has a grievance shall follow the procedure as outlined below.

STEP 1. Informal State: Employees having a grievance and said employee's alternate steward or job steward shall orally present such grievance to their immediate superior. The immediate superior shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2. Formal Stage: (A) Within ten (10) days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Superintendent. Such appeal must be in writing.

STEP 3. If the aggrieved employee objects to decision rendered by the Superintendent, he may within five (5) days appeal to the Town Board for review of the entire proceedings to date. Such request shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee.

Within five (5) working days, the Town Board shall hold a hearing with the aggrieved employee and the Union steward and immediate superior present. Within five (5) days, the Town Board shall render a decision in writing to the aggrieved employee and the Union steward and the immediate superior.

STEP 4. If the Union objects to the decision rendered by the Town Board, they may, within five (5) days from the receipt of such decision, submit the Grievance or grievances at issue to the Public Employee Relations Board pursuant to said Agencies Rules and Regulations for voluntary submission of controversies to final and binding arbitration.

The resulting decision of the Arbitrator selected shall be final and binding on the Employer and the Union.

ARTICLE VII **SEPARATION FROM EMPLOYMENT**

A. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting. Accrued benefits as have been established hereunder shall be included in such payments. Any money due the Employer for benefits or services provided on behalf of or received by the employee up to and including the day of discharge, shall be deducted from such payments.

B. Upon separation from employment, the employee shall return to his immediate Supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted.

ARTICLE VIII **EQUIPMENT**

A. **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 and the defect repaired, or declared not to exist by a competent mechanic.

B. **VEHICLE AND TRAFFIC LAW VIOLATIONS**: Employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in New York State Department of Motor Vehicle Chauffeur's Manual. The employee shall not be liable for any fine imposed for defective equipment.

C. **TRUCKS WITH WINGS**: Two (2) men on trucks with wings when plowing and sanding in winter months. Any and all training programs shall be at the discretion of the Highway Superintendent.

ARTICLE IX **UNIFORMS**

A. Protective clothing will be furnished by the Employer to those employees performing mechanical work and maintenance on trucks and equipment at no cost to the employee.

B. The Town agrees to pay up to \$225.00 annually with a one-time payment of one voucher for boots or work related clothing with legitimate proof of purchase.

ARTICLE X
JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be used in another job classification or division if no work opportunities are lost by men normally performing work in that job classification or division to which he is transferred.

B. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employee be held responsible for the workmanlike quality of said maintenance functions beyond the normal routine maintenance required by operators.

C. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his rate of pay immediately prior to this Agreement plus any increases provided for herein.

D. Employees must maintain a valid New York State driver's license in accordance with their job classification. Any employee who fails to maintain a valid license that is necessary for their job classification is subject to termination at the Highway Superintendent's discretion.

ARTICLE XI
PAY PERIOD

A. All employees covered hereunder shall be paid in full bi-weekly and shall be paid via direct deposit. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

ARTICLE XII
VACATION

A. Employees shall receive paid vacation as follows:

After 1 year service - 1 weeks
After 3 years service - 2 weeks
After 5 years service - 3 weeks
After 12 years service - 4 weeks

After 20 years service - 5 weeks
After 22 years service - 5 weeks and 1 day
After 24 years service - 5 weeks and 2 days
After 26 years service - 5 weeks and 3 days
After 28 years service - 5 weeks and 4 days
After 30 years service - 6 weeks
All vacations will be paid 40 (forty) hours per week. Legal Holidays excluded.

Employees shall be authorized to receive vacation pay one (1) week before the start of vacation, provided at least two (2) weeks notice is given.

B. Vacation leave may be carried over to the following year to a maximum of 120 hours. Vacation leave shall be granted when it shall be convenient to the conduct of departmental business at the discretion of the Superintendent.

C. All unused vacation in a given calendar year will be paid in the first week in December of the current year.

D. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

E. Anything in this plan contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least six (6) months in the fiscal year from the anniversary date of employment.

F. Unused vacation time may be used at the time of retirement to off-set the cost of Health Coverage or to be paid out to the retiree or their beneficiary.

ARTICLE XIII **HOLIDAYS**

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Election Day
9. Veteran's Day
10. Thanksgiving Day

11. Day after Thanksgiving
12. Christmas Day
13. Floater
14. Floater

Floaters are to be used at any time as long as it is mutually agreed to between the employee and the Superintendent.

Employees must work a scheduled day before and a scheduled day after a holiday, except when using a floater day, or a doctor's excuse is provided.

Anyone required to work on holidays will be paid 1 and ½ time plus Holiday pay. If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day.

All work performed on New Year's and Thanksgiving will be paid at double (2) times plus holiday pay.

All work performed on Christmas will be paid at double time and one half, plus the Holiday pay.

ARTICLE XIV **SICK LEAVE**

To receive sick pay, an employee must be full-time, permanent. Sick pay is accumulated one day per month with the maximum accumulation of twelve (12) days per year. The sick pay plan covers any illness or injury which prevents the employee from performing all the duties of his occupation. After three (3) continuous days of sick pay the employee must submit a doctor's statement. Sick pay benefits are equal to an employee's basic rate of pay reduced by any government statutory benefit payable. In the event of termination of employment, employees will not be paid for unused sick days. Sick days will be accumulated from one (1) calendar year to the next up to a total of one thousand (1000) hours but shall not be compensated for if unused. Sick pay can be credited towards health insurance, for the retiree or his beneficiary and/or pension credits upon retirement from the retirement system, based on 90% of the time accrued in excess of 600 hours (example: 1000 hours equals 960 hours at the time of retirement). Employees will continue to accrue credit for a retirement plan and group insurance while collecting sick pay. Employees hired after January 1, 2009 will be allowed to accumulate up to 500 hours per year with a maximum accumulation allowed of 1000 hours total.

When an employee is unable to work due to sickness or injury, the employee or a member of his family shall notify his immediate Supervisor at least one (1) hour prior to starting time.

ARTICLE XV
BEREAVEMENT LEAVE

Bereavement leave for immediate family: mother, father, spouse, domestic partner, child, mother-in-law, father-in-law, brothers, sisters and grandparents, thirty-six (36) hours, or from the date of death up to and including the day after the funeral whichever is greater. In the case of the death of a brother-in law, sister-in law, niece or nephew thirty-six (36) hours will be from the date of death only. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVI
PERSONAL TIME

Employees will be authorized, subject to the approval of the Highway Superintendent, twenty-seven (27) hours per year. Each day will be granted in the number of hours worked relative to the time of year (example: eight (8) hours or ten (10) hours - Article XIX). Personal days cannot be used in conjunction with sick leave, holidays, or vacation under normal circumstances, and shall not accrue. After ten (10) years of service employees will receive thirty-six (36) hours per year and after twenty (20) years of service employees will receive forty-five (45) hours per year.

ARTICLE XVII
MILITARY LEAVE

Military leave shall not to exceed two (2) consecutive calendar weeks during a twelve (12) month period. Employees shall be compensated the difference between the military compensation and the normal pay of the employee.

ARTICLE XVIII
JURY DUTY

The Town will compensate employees for jury duty by providing the difference in pay. Employees will provide time sheets from the court and must return to work if released before noon time (12:00 P.M.)

ARTICLE XIX
WORK DAY AND WORK WEEK

The work week shall be Monday through Friday, inclusive, for all employees covered hereunder except those employees who by the nature of their employment are assigned to shift work.

The work day shall be eight (8) consecutive hours Monday through Friday. Assigned starting times: 7:00 A.M. to 3:30 P.M. Whenever possible, employees shall be given a 15-minute work break in the morning and afternoon with a half-hour (½) paid for lunch.

Employees shall receive overtime pay at the rate of one and one-half (1 and ½) times the regular pay for all hours worked in excess of forty (40) hours in a single work week.

All work performed on Sundays to be paid at twice (2) the hourly rate.

Employees will be given a minimum of three (3) hours for all call-ins on normal time off. Call-ins for employees on vacation will be optional when possible.

Call-ins will be done on a rotational basis by seniority.

Comp-Time: Employees may receive comp-time instead of overtime pay. Example, one hour of overtime is equal to one and one half hour of comp-time. The authorization to work overtime, as well as the authorization to receive comp-time, and or use comp-time will be at the direction of the Highway Superintendent.

Summer Hours: From March 1st to October 31st each year there will be four (4) ten (10) hour days. Monday to Thursday or Tuesday to Friday only during summer months at the discretion of Highway Superintendent.

ARTICLE XX **WAGES**

Effective as of 1/1/15 and 1/1/16 the wage rate in all classifications shall be shown on the attached Schedules.

If anyone is required to use his/her own vehicle, mileage will be paid at the town rate in effect at that time, provided that the Highway Superintendent provides formal permission in advance.

ARTICLE XXI **WORKER'S COMPENSATION PAYMENT**

All Departmental employees shall be covered by Worker's Compensation Insurance as required by New York State Law. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in the following manner. Any payment received as Worker's Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the Town of Nassau as long as the employee receives full salary. The employee shall be entitled to retain any Worker's compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXII
STEP DISCIPLINE

A Step Discipline Procedure has been established and agreed to by the parties and is attached as is a part of this Collective Bargaining Agreement.

ARTICLE XXIII
HEALTH & WELFARE

A. The Employer shall maintain a Health & Welfare Plan, e.g., as per attached stipulation, for all employees covered under this Agreement (and their dependents). The Town will pay 100% of premiums for employees hired before January 1, 2001. Employees hired after January 1, 2001 will pay 10% of the cost of premiums. Employees hired after January 1, 2005 will pay 15% of the cost of premiums. Employees hired after January 1, 2009 will pay 35% of the cost of premiums.

Opt-Out: Employees who choose not to take the insurance offered by the Town, and have provided the Town proof of insurance coverage through their spouse or by other means, may participate in the Opt-Out. Employees that meet the requirements to opt-out will receive payments from the Town in the following manner. The Opt-Out will take place at the beginning of the calendar year. An employee participating in the Opt-Out from January through June will receive a payment the first pay period in July based on the following. Single Person: \$500; Two Person: \$750; and Family \$1250. For the months of July through December the employee will receive a payment the first pay period in January based on the following: Single Person: \$500; Two Person: \$750; and Family: \$1250. Any employee who has participated in the Opt-Out for a portion of the year will be paid on a pro-rated basis per full month of participation subject to these maximum payment amounts.

In addition, for employees that have a minimum of ten (10) full years of service with the Town at the time of their retirement, the Town will pay Health & Welfare cost for any current employee covered by this Agreement, who retires as follows. The Town will pay 50% of premiums for employees and 35% of premiums for dependents of employees, hired prior to December 31, 2008. Employees hired after January 1, 2009 will pay 50% of the premium cost for their coverage and 75% of the cost for dependent coverage.

The Town of Nassau may change its employees' health benefit program provided the Union agrees to the benefits of the new policy.

ARTICLE XXIV
RETIREMENT PLAN

All full-time employees shall be eligible for the employee's retirement system under the New York State Retirement System.

ARTICLE XXV
DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect for one (2) years unless either 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. 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 XXVI
RATIFICATION

It is agreed by and between the parties that any provisions of this Agreement requiring action by the Town Board, Town of Nassau, to permit its implementation by amendment of law or by providing the additional funds heretofore shall not become effective until the Town Board, Town of Nassau, has given approval.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY:

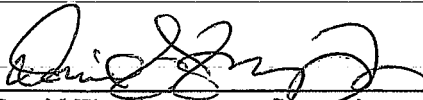
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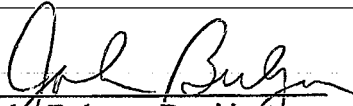
For the Town of Nassau

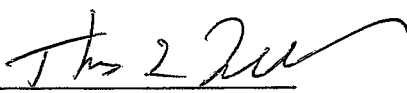
For Teamsters Local 294

Nassau, New York

Albany, New York

By: 
David Fleming, Town Supervisor

By: 
John Bulgaro, President

By: 
Thomas L. Quackenbush
Business Agent

SCHEDULE "A"

All employees will receive an annual increase of \$.40 per hour effective January 1, 2015, and \$.30 per hour January 1, 2016. These increases are agreed to and outlined in the tables below.

Fiscal Year - 2015 Pay Scale

Step	1	2	3	4	5
Deputy Superintendent	20.40	21.03	21.68	22.35	22.98
Working Foreman	19.08	19.72	20.39	21.03	21.68
Senior Mechanic	18.45	19.08	19.72	20.39	21.03
MEOH (Heavy Equip)	17.77	18.45	19.08	19.72	20.39
MEOH II (Equip Oper)	17.14	17.77	18.45	19.08	19.72
Junior Mechanic	15.81	16.49	17.14	17.77	18.45
MEO 1(Driver)	15.19	15.84	16.49	17.14	17.77
Laborer	13.13	13.86	14.55	15.19	15.84

Fiscal Year - 2016 Pay Scale

Step	1	2	3	4	5
Deputy Superintendent	20.70	21.33	21.98	22.65	23.28
Working Foreman	19.38	20.02	20.69	21.33	21.98
Senior Mechanic	18.75	19.38	20.02	20.69	21.33
MEOH (Heavy Equip)	18.07	18.75	19.38	20.02	20.69
MEOH II (Equip Oper)	17.44	18.07	18.75	19.38	20.02
Junior Mechanic	16.11	16.79	17.44	18.07	18.75
MEO 1(Driver)	15.49	16.14	16.79	17.44	18.07
Laborer	13.43	14.16	14.85	15.49	16.14

Normal step increase is two years in title, for employees rated as satisfactory on annual personnel evaluations.

The Highway Superintendent will publish a document specifying employee, job title, step and effective date of classification. A copy will be furnished to the Town Board and to the employee.

Annual personnel evaluations will be conducted by the highway superintendent with each employee.

REQUIREMENTS: (SEE PROPOSED ORGANIZATION CHART):

ONE (1) EACH DEPUTY SUPERINTENDENT

TWO (2) EACH MEOH

TWO (2) EACH MEOH II

TWO (2) EACH MEO I

ONE (1) EACH JUNIOR MECHANIC

ONE (1) EACH LABORER

All employees covered hereunder shall be entitled to be paid \$35.00 per each full year of employment beginning at the start of their second year of employment in recognition of their longevity. Such payment will be made at the conclusion or before the first full pay period in December. An employee shall not be entitled to longevity pay if they leave employment with the town in advance of any full year anniversary of employment. As an example, an employee in their second year of employment would receive \$35.00, in their third year they would receive \$70.00, in their fourth year they would receive \$105.00 and so forth.

The Welfare Fund of the Albany Area Trucking and Allied Industries, Local 294

Monthly premium rates for 2015 and 2016 (Bronze Plan)

	Single	Two Person	Family
2015	\$698.00	\$1,348.00	\$1,754.00
2016	\$733.00	\$1,416.00	\$1,842.00

<u>VIOLATION</u>	<u>1st Offense</u>	<u>2nd Offense</u>	<u>3rd Offense</u>	<u>4th and/or Repeated Offense</u>
1. Failure to report to work without notifying your supervisor in accordance with Departmental Policy.	Oral Warning	Written Warning	Suspension	Discharge
2. Failure to report to work following the expiration of an approved leave without authorization.	Written Warning	Suspension	Discharge	
3. Unauthorized absence which includes: a.) Absence which has not been approved in advance by the Supervisor; b.) Absence which has not been excused for emergency or medical reasons; c.) Absence for reason other than that specified in the authorization.	Oral Warning	Oral Warning	Written Warning	Suspension – Review for Discharge
4. Absence for which leave has been disapproved or withdrawn.	Suspension – Review for Discharge			
5. Unauthorized extension of rest breaks or lunch periods.	Oral Warning	Oral Warning	Written Warning	Suspension – Review for Discharge
6. Tardiness.	Oral Warning	Oral Warning	Written	Suspension – Review for Discharge
7. Engaging in any conduct which may result in a safety hazard or unsanitary condition.	Oral Warning	Written Warning	Suspension	Discharge
8. Incompetence or inability to perform assigned work.	Oral Warning	Written Warning Re-evaluation, possible reassignment or demotion	Discharge	
9. Neglect of job duties or responsibilities.	Oral Warning	Written Warning	Suspension – Review for Discharge	

10.	Sleeping or wasting time during working hours.	Oral Warning	Oral Warning	Written Warning	Suspension – Review for Discharge
11.	Discourteous treatment of the public or any other conduct which does not merit the public trust.	Oral Warning	Written Warning	Suspension	Discharge
12.	Vending, soliciting, collecting contributions or circulating literature for any purpose during working hours without prior authorization.	Oral Warning	Written Warning	Suspension	Discharge
13.	Stopping work or leaving work area before specified time without authorization.	Written Warning	Suspension	Discharge	
14.	Signing in or out or punching in or out for another employee.	Written Warning	Discharge		
15.	Failure to follow job instructions, directions, or departmental procedures and policies.	Oral Warning	Written Warning	Suspension – Review for Discharge	
16.	Conducting personal business during working hours, using town property, materials or equipment for personal business.	Oral Warning	Written Warning	Suspension	Discharge
17.	Transporting, picking up or delivering unauthorized passengers or use of town vehicles for personal business.	Written Warning	Suspension	Discharge	
18.	Abusive, profane or threatening language to the Supervisor, fellow employees or otherwise threatening, intimidating or coercing other employees.	Written Warning	Suspension	Discharge	
19.	Fighting or provoking a fight.	Suspension – Review for Discharge			
20.	Negligence, carelessness or willful acts which result in damage to town property of the property of another employee or citizen while on duty.	Written Warning	Suspension	Discharge	

21.	Unauthorized use and/or removal of town property, records, or any other materials from town premises.	Suspension	Discharge			
22.	Unauthorized possession of firearms, weapons or explosives on persons and/or on town property.	Suspension – Review for Discharge	Discharge			
23.	Possession of intoxicants on town property.	Written Warning	Suspension	Discharge		
24.	Working under the influence of intoxicants or drugs (except with a doctor's prescription).	Suspension – Review for Discharge				
25.	Selling of drugs and/or intoxicants on town property.	Discharge				
26.	Refusal to follow job instructions. INSUBORDINATION.	Suspension – Review for Discharge				
27.	Soliciting or accepting any financial or non-financial reward in return for special consideration in the providing of services or the awarding of contracts.	Suspension – Review for Discharge				
28.	Theft of town property.	Suspension – Review for Discharge				
29.	Falsifications of town forms or records including employment application, daily work sheets and attendance records; willful misrepresentation of facts; forging another's signature.	Suspension – Review for Discharge				
30.	Conviction of a crime or engaging in unlawful or improper conduct which. a) affects the employee's ability to perform the job or report to work; b.) results in the reluctance or refusal of other employees to work with him or her; c.) harms the town's reputation or the public trust.	Suspension – Review for Discharge				

PLEASE NOTE:

1. Any three (3) oral or written warnings received for a violation of the same rule within a six (6) consecutive month period shall be considered misconduct and will result in a suspension and review for discharge.
2. Any three (3) written warnings received for a violation of any rules within a three (3) consecutive month period shall be considered misconduct and will result in suspension and review for discharge.
3. Oral warnings will be noted in the employee's personnel file by recording date, time, offense and name of the supervisor issuing the warning. Written warnings will be made on the attached Employee Warning Record and placed in the employee's personnel file.
4. Under the terms of the Labor Agreement, an employee is entitled to review any oral or written warning record before it is placed in his or her file. An employee must acknowledge such a warning by signing it. Failure to do so could result in disciplinary action. Signing only acknowledges written receipt of warning.
5. Disciplinary actions undertaken by the town are subject to the normal grievance procedure provided for in the Labor Agreement.