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Title: **Mount Pleasant, Town of and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT), Local 456 (2003)**

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Union: **International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT)**

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DRAFT-JUNE 24, 2005

COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

and the

TOWN OF MOUNT PLEASANT

January 1, 2003 to December 31, 2005

ST, pulation of Agreement

1/1/06 - 12/31/10

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ADMINISTRATION

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THIS AGREEMENT effective January 1, 2003 by and between the TOWN OF MOUNT PLEASANT, a political entity (hereinafter referred to as the "Employer") and LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union")

ARTICLE I

UNIT

Section 1 This Agreement shall apply to all employees employed in classifications within the Highway Department of the Town as listed in Schedule "A" annexed hereto.

Section 2 All references to the male gender in this Agreement shall be deemed to include the female gender.

ARTICLE II

RECOGNITION

Section 1 The Union, having heretofore presented appropriate evidence that it represents the majority of the employees represented on Schedule "A" annexed, is therefore recognized as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town of Mount Pleasant in the determination of the terms and conditions of employment and with respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2 The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deduction and will remit such deductions to the Union.

together with a list of employees from whose wages such deductions have been made within ten (10) days after the last day of the month for which deductions were made.

Section 3 The Union shall have the right to post notices and other communications on a bulletin board installed by the Union on the premises and facilities of the Employer at a location approved by the Employer. The officers and agents of the Union shall have the right of visitation upon the Employer's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract at any time after 4:00 P.M. or on notice to the Superintendent of Highways at any other time.

Section 4 The Employee who is designated or selected as Shop Steward shall be permitted, on notice to the Superintendent of Highways, time from work in reasonable amounts for the purpose of adjusting grievances and for the administration of this Agreement in accordance with established Union practices.

ARTICLE III

RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Employer to manage, but not in conflict with the terms and conditions of this contract, and the Employer recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Employer and Union shall each so administer its responsibilities as to be impartial and fair to all employees and shall not discriminate by reason of nationality, creed or race.

ARTICLE IV

CLASSIFICATION RATES AND WAGES

Section 1 Effective January 1, 2003, the rates set forth in each classification shall be increased by one and three quarters (1.75%) percent over the rates in effect on December 31, 2002, on July 1, 2003, shall be increased over the June 30, 2003 rates by an additional one and three quarters (1.75%); on January 1, 2004 shall be increased by one and three quarters (1.75%) over the rates in effect on December 31, 2003; on July 1, 2004 shall be increased by one and three quarters (1.75%) percent over the rates in effect on June 30, 2004, and increased on January 1, 2005 by three and one-half (3.5%) percent over the rates in effect on December 31, 2004. The annual wage rates are contained in Schedule "A" of this contract.

Section 2 The employees shall be entitled to the following longevity payments effective on the anniversary date of employment:

<u>Years of Employment</u>	
5	\$500.00
10	\$600.00
15	\$800.00
20	\$900.00

Section 3 Employees hired on or after October 1, 2004, shall be paid \$3,750 less than the salary rate for his/her classification for the first year of employment; \$3,000 less than the classification salary rate for the second year of employment; and \$2,500 less than the salary rate for the third year of employment. Thereafter, the employee shall be paid at the classification salary rate for his/her position.

Section 4 An employee assigned to work in a higher classification shall be paid the higher rate for the day, if assigned to a lower classification, he shall be paid his regular rate.

Section 5 An employee on standby shall be paid straight time, hour for hour.

Section 6 An employee scheduled or required to work four (4) hours beyond the first eight (8) hours on any day of the week shall be paid \$5.00 as a meal allowance for each four (4) hours he works in excess of the first eight (8) hours and shall be granted one-half (1/2) hour for a meal except where emergency conditions exist which require working continuously. Meal allowances shall be credited as earned and be paid quarterly.

Section 7 The seniority of each employee, that is, his first date of employment with the Town, shall be provided to the Union upon request.

ARTICLE V

WORK DAY and WORK WEEK

Section 1 The work day shall consist of eight (8) hours and the work week shall consist of five (5) days, Monday to Friday, except as otherwise provided. There shall be a summer work schedule which starts on May 1st and ends on the last work day in September; during such period, the normal starting time shall be 7:00 A.M. and the normal finishing time shall be 3:30 P.M. Effective January 1, 2005, there shall be a work schedule from April 15 through October 15 with a normal starting time of 7:00 a.m. and normal finishing time of 3:30 p.m.

Section 2: Any work, which of necessity must regularly be performed on six (6) or seven (7) days of a week shall be performed in five (5) consecutive days at straight time with two (2) consecutive days off

ARTICLE VI

PREMIUM TIME

Section 1 Time and one-half (1-1/2) the regular rate shall be paid:

- A. On the sixth (6th) day of the work week;
- B. After eight (8) hours per day;
- C. After forty (40) hours per week;
- D. Before the regularly established starting time as set by the Town;
- E. On Saturday, as such, except when Saturday is part of a regular work

week including Saturday.

Section 2 Double time will be paid:

- A. Work on the seventh (7th) day of a work week;
- B. For work on a Sunday and/or a Holiday.

Section 3: Double time shall be paid for work on a holiday in addition to the holiday pay.

Section 4: Employees shall entitled to select either monetary payment or compensatory time, at the appropriate over-time rate, for overtime hours worked by them, subject to the following conditions:

- A. Employees shall be entitled to accrue compensatory time to a maximum of eighty (80) hours per year;
- B. Compensatory time must be utilized between April 1st and the last work day of October in the year in which it is earned;
- C. The scheduling of compensatory time shall be subject to the needs of management,

D. Employees may utilize no more than five (5) compensatory days a month;

E. No more than two (2) employees a day shall be allowed to use compensatory time;

F. Vacation selection shall have priority over compensatory time utilization. In the event of a conflict between vacation utilization and compensatory time utilization, vacation selection shall control;

G. All compensatory time not utilized in the year in which it is earned shall be reimbursed by the Town to the employee in the first payroll in December of the year in which such time was accrued but not utilized.

Section 5: Where no emergency exists, overtime shall be distributed as equally as possible among employees in a particular classification.

ARTICLE VII

HOLIDAYS

Section 1: The following shall be paid holidays and will be observed on the dates announced by the Town:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Labor Day	Christmas Day

Section 2. Employees not working anyone of the above holidays shall receive holiday pay at straight time. Employees working on anyone of the above holidays shall be paid in accordance with Article VI, Section 3.

ARTICLE VII

VACATION

Section 1: Paid vacations shall be as follows

After one (1) year of service	-	10 work days
After five (5) years of service	-	15 work days
After ten (10) years of service	-	20 work days
After twenty (20) years of service	-	25 work days

Section 2: Unused vacation shall be payable upon retirement or death.

Section 3: Vacations shall be taken, as much as possible, during the summer months and scheduled on the basis of seniority, subject to the needs of management.

Section 4: Vacation pay shall be paid prior to the vacation period.

ARTICLE IX

SICK LEAVE

Section 1: Employees employed prior to January 1, 1982 shall, in the event of illness or disability, receive separate, distinct and exclusive benefits as follows:

A. It is the purpose of this plan that the Town will obtain insured coverage for worker's compensation statutory sickness disability benefits for employees subject to this section and, in addition, will make supplemental pay benefits as hereafter set forth. It is not intended that said employee will in any way lose or forfeit any other rights, privileges or benefits for other than sickness disability as is defined under the provisions of the sickness disability section of the Workers' Compensation Law.

B. Employees agree to comply with the provisions of the Workers' Compensation Law and in addition to submit upon request to medical examinations as may be requested by the Town for determination of benefits herein described. Refusal to submit to medical inspection as defined under the Workers' Compensation Law shall be subject to the

penalties and provisions of the Workers' Compensation Law. Refusal to submit to medical inspection or to provide medical evidence of disability for the supplemental benefits provided by the Town as defined herein shall serve as just cause for the Town to deny any supplemental benefits described herein.

C. The adoption and acceptance of this plan shall terminate the present "sick leave" program currently in effect with respect to those employees described in this section. Existing accumulated sick leave shall be disposed of as follows:

If an employee entitled to benefits under this agreement who has more than thirty (30) days of accumulated sick time, at the effective date hereof, shall establish a "bank" of thirty (30) days thereof to be credited to the employee as a pre-retirement paid leave. Any amounts in excess of thirty (30) days which the employee may have shall be redeemed by the application of an equal redemption formula one-half ($1/2$) by time off and the other half ($1/2$) by cash payment. The redemption of any and all excess above the thirty (30) days "bank" shall not exceed five (5) days time off and five (5) days by cash payment for a total often (10) days per year during active service. The allocation of allowed or accrued paid time shall be subject to the needs of the department as determined by the Highway Superintendent. If, however, the needs of the department do not permit the equal allocation of time off plus paid time, then the employee shall receive a greater portion as paid time up to and including the full annual time of ten (10) days as paid time. An employee having less than thirty (30) days accumulated sick days shall establish a "bank" of one-half of the accumulated sick days, and the balance shall be disposed of as provided above by the same formula of one-half paid and the other time off up to an including a maximum of ten (10) days per year.

D. If any employee's sickness or confinement or medical care is the result of an occurrence covered under the New York State No-Fault Insurance Law or its equivalent, the employee shall first obtain recovery pursuant to said No-Fault Insurance Law or its equivalent and shall be eligible for benefits pursuant to this plan only after he has exhausted his benefits pursuant to said No-Fault Insurance Law or its equivalent. Employees may not receive duplicate benefits from this plan and the No-Fault Insurance Law or its equivalent.

E. The Town agrees that after deducting any insured payments, to make payments for sickness or disability as based on the employee's salary at the first day of disability, as follows:

1. 0 to 1 year of employment -
First 3 days nothing (no pay);
Half pay 4th thru 7th day;
Half pay 2nd thru 26th week.
2. 1 to 3 years of employment -
No (0) pay for the first day;
Half pay for 2nd and 3rd days and full pay for balance of 1st week;
Full pay 2nd thru 13th week;
Half pay for 14th thru 26th week.
3. 3 to 5 years of employment -
Half pay for 1st 3 days and full pay for balance of 1st week;
Full pay 2nd thru 17th week;
Half pay 19th thru 26th week.
4. 5 to 10 years of employment -
Full pay for 1st day and full pay for balance of 1st week;
Full pay 2nd thru 26th week;
Half pay from 27th week thru 34th week.

5. 10 to 15 years of employment -
Full pay for 34 weeks;
Half pay from 35th thru 46th week.
6. 15 to 20 years of employment -
Full pay for 46 weeks;
Half pay 47th thru 52nd week.
7. 20 and over years of employment -
Full pay for 52 weeks.

F. Present employees who have been employed 48 months or less shall, during their 49th month of employment, either establish a "bank" of accumulated sick days as provided herein or shall notify the Supervisor in writing during said 49th month that such employee wants to have any such accumulated sick time disposed of according to the formula set forth in subparagraph "C" above, wherein one-half (1/2) of each accumulated sick time shall be given as time off from work and the other half shall be paid up to 10 days per year. (In each of the classifications above, a medical certification will be required for the third day and thereafter).

Section 2: Employees hired after January 1, 1982, have the following sick leave benefits:

Sick leave:

A. Definitions:

- (a) Days shall mean work days, not calendar days;
- (b) Sick leave reserve shall mean days credited to each employee as of January 1, 1982;
- (c) Accumulated sick Leave bank shall mean days credited to each employee at the rate of one (1) day per month of active employment after January 1, 1982; days shall be credited on the first day of the month;

(d) Extended sick leave shall mean days absent from active work which exceed monthly credited accumulated sick leave bank,

(e) Conversion days shall mean only days accumulated after January 1, 1982;

(f) "Supplemental Benefits"

A unit employee who suffers an illness or injury in the performance of his/her duties for the Town prior to June 28, 1994 and such illness and/or injury entitles the employee to weekly benefits under the Workers' Compensation Law shall be paid his/her full salary for the period(s) that such injury or illness prevents the employee from working.

Any employee who suffers such injury and/or illness in the performance of his/her duties on or after June 28, 1994 which entitles the employee to weekly benefits under the Workers' Compensation Law shall be paid his/her full salary for the period(s) that such injury or illness prevents such employee from working according to the following:

<u>YEARS OF SERVICE</u>	<u>MONTHS OF FULL SALARY</u>
0 - 5	2 months
6 - 10	4 months
11 - 15	8 months
16 and over	12 months

B It is the purpose of this plan that the Town will obtain insurance coverage for Workers' Compensation statutory sickness disability benefits for employees subject to this section and in addition, will make supplemental pay benefits as herein set forth. It is not intended that said employee will in any way lose or forfeit any other rights privileges or benefits

¹ The Town has the right to be paid the Workers' Compensation payments for lost earnings that would otherwise be paid to the employee. The parties acknowledge that this amended definition of "supplemental benefits" arose out of the negotiations between the parties that resulted in the collective bargaining agreement for the period of January 1, 1992 to December 31, 1992. This change in the number of months for which an employee will be eligible to be paid full salary was agreed to by the Union and the Town in satisfaction of the demand by the Town during such negotiations that employees pay a percentage contribution toward the premium cost of the health insurance plan provided to employees. The Town reserves the right to make proposals concerning health insurance in the future.

for other than sickness disability as is defined under the provisions of the sickness disability section of the Workers' Compensation Law.

C. Employees agree to comply with the provisions of the Workers' Compensation Law as defined in Sections 200 through 242 of the Workers' Compensation law, and in addition, to submit upon request, to medical examinations as may be requested by the Town for determination of benefits herein described. Refusal to submit to medical examination as defined under the Workers' Compensation Law shall be subject to the penalties and provisions of the Workers' Compensation Law. Refusal to submit to medical examination or to provide medical evidence of disability for the supplemental benefits provided by the Town as defined herein shall serve as just cause for the Town to deny any supplemental benefits described herein.

D. This plan shall be effective January 1, 1982.

E. Current Employees

All current employees will be credited with sick leave at the rate of one (1) day per completed calendar month. Earned sick leave not taken in any calendar year will be accumulated. Sick leave is defined as absence from duty because of illness, pregnancy, child birth, injury, quarantine resulting from exposure to contagious disease.

F. New Employees

All newly hired employees will be credited with five (5) sick days on the employee's first day of service. After the employee completes five (5) full calendar months (each of which begins on the first of the month), the employee will thereafter be credited with sick leave at the rate one (1) day per completed calendar month.

G. Sick Leave Credits.

Sick leave credits may not be earned while on leave without pay, on military leave of over twenty (20) days or on extended sick leave of over twenty (20) days.

H. Days paid for extended sick leave will be deducted from employee's accumulated "sick leave bank". Unearned monthly anticipated credits cannot be used for extended sick leave.

I. Illness in Family Leave:

Accumulated sick leave balance may be used for illness in the family upon approval of the department head.

J. Bereavement Leave:

Any available accumulated sick leave bank balance may be used for death in the family. This will be used after bereavement leave allowance has been depleted. This usage is subject to approval of the department head and priority management of departments.

K. Sick Leave Bank Accumulation

Sick leave taken in any year which exceeds the earned monthly allocation shall be paid from the employee's sick leave reserve. At the year end compilation those unused days would be returned to the accumulated sick leave bank.

L. All sick leave reserve days are forfeited at termination of employment for any reason.

M. Accumulation of Unused Sick Leave Days

Unused sick leave days may be accumulated to the limit of 180 days commencing January 1, 1992.

N. Conversion of Used Sick Leave Bank

Upon the employee's retirement, all unused accumulated sick leave days will be converted as follows.

- (1) First 60 days or part thereof are converted at 1/4 value (60 days equals 3 weeks' pay);
- (2) Next 60 days or part thereof are converted at 1/3 value (60 days equals 4 weeks' pay);
- (3) Last 60 days or part thereof are converted at 1/2 value (60 days equals 6 weeks' pay).

Payment of this conversion shall be remitted in a lump sum in addition to previously granted "pre-retirement" lump sum payment as identified in the personnel sick plan annual statement issued during the month of January.

O. Maternity Leave:

- (1) A pregnant employee shall be allowed to perform the duties of her job as long as she is medically able, except where physical disability may endanger the employee or constitute a liability in the performance of her duties. The Town shall not be liable for any injury to the employee or child in the event the injury was due to remaining on duty too long into the pregnancy.
- (2) A pregnant employee, upon filing appropriate medical evidence that she is unable to perform the duties of her position due to this pregnancy, shall be permitted to use, in addition to New York State Disability benefits granted, any credited or accumulated sick leave

days, vacation days credit, personal leave and compensatory time credit. Option of employee not to use credited leave, sick leave bank, vacation days credit or personal leave days will limit compensation for maternity leave to weekly amount established by New York State Disability Law.

- (3) While on maternity leave, the employee may continue to use any or all leave she has theretofore accumulated.
- (4) An employee may be granted a leave of absence without pay to a maximum of two (2) years, provided such leave shall not exceed the amount permitted under Civil Service Law.

P. Accumulated Sick Leave Reserve Bank:

- (1) All employees hired prior to January 1, 1982 may opt within 1982 to join the plan and shall have a commencement sick leave reserve bank equivalent to 12 days per year multiplied by the number of years employed.
- (2) For employees who have been actively employed for a period of less than five (5) years, the Town will advance a sick leave reserve bank of thirty (30) days in addition to 12 days per year of employment.

Q. Submission of Disability Forms:

- (1) Employees who are absent from work for a period of four (4) days must submit a doctors note explaining disability and disability

forms required by the Comptroller's office by the fifth day to continue to receive disability payments.

- (2) Employees who are absent for eight (8) consecutive days must submit a DB450 duly executed to the Comptroller's Office by the 20th day from the date of first absence.

R Medical Examination:

The Town has the right to schedule a medical examination for each employee who is absent for five (5) consecutive days. Failure of the employee's compliance with medical examination scheduled will result in cessation of all disability payments. Reinstatement of payments shall be made only after approval is received from the Town Board after a hearing, as required, by the Board.

S Workers' Compensation:

All disability subject to Workers' Compensation coverage shall be honored by the Town upon complete compliance with the rules of Workers' Compensation law at that time. Failure upon the part of the employee to comply with Workers' Compensation requirements shall be cause for the comptroller to withhold payments contributed by the Town in supplement of Workers' Compensation Benefit. Reinstatement of payments shall be made only after approval of the Town Board.

T Reinstatement of Employment:

All employees returning from sick leave must execute all necessary forms prior to reinstatement to active employment.

ARTICLE X

SICK LEAVE BONUS

Section 1: Employees who do not use any sick leave during the calendar year shall receive three (3) additional vacation days in the following calendar year. Employees who use one (1) or two (2) sick days during the calendar year shall receive two (2) additional vacation days in the following calendar year. Employees who use three (3) sick days during the calendar year shall receive one (1) additional vacation day in the following calendar year. Employees who use four (4) or more sick days in a calendar year shall not be entitled to any bonus.

Section 2: Employees who are entitled to additional vacation pursuant to Section 1 of this Article may elect to receive cash payment in lieu of additional vacation for all or any portion of their entitlement. Payment shall be at the straight time rate in effect for the employee on December 31 of the year the bonus is earned. The employee shall notify the Town, in writing, of his/her election to receive cash payment by January 15, of the year following the year earned. Payment shall be made by the Town on or about January 31, by separate check.

ARTICLE XI

PERSONAL LEAVE

Section 1: The Town shall grant three (3) days of leave with pay.

Section 2: The Town shall grant three (3) days of death leave for the immediate family which includes spouse, children, mother, father, grandparents, mother-in-law and father-in-law.

ARTICLE XII

LOCKERS

The Town shall supply lockers for the employees.

ARTICLE XII

WELFARE BENEFITS

Section 1: The Town shall, for all employees, pay for the coverage provided under the statewide option of the New York State Health Insurance program which includes major medical coverage

Section 2: The Town's contribution to the employee welfare fund shall be One Thousand Twenty-Five (\$1,025) Dollars per employee per year. Payments to the employee welfare fund will be on a quarterly basis.

ARTICLE XIV

RETIREMENT

Section 1: The Town shall pay the full cost of the State Plan Non-Contributory 20 Year Career Plan (Section 75-a)

ARTICLE XV

PREVIOUS PRACTICE CLAUSE

All benefits heretofore enjoyed by the employees and not specifically provided hereunder shall, nevertheless, be continued.

ARTICLE XVI

PAYMENT OF SALARY

Wages will be paid weekly with overtime hours and pay verified on pay stub.

ARTICLE XVII

SENIORITY

Section 1: Employee's seniority is to commence from date of his/her employment as indicated on the schedule annexed. Promotion (if otherwise qualified), demotion, layoff and

transfer shall be governed by seniority, except where otherwise provided by Civil Service Law, upon proper qualification by an employee.

ARTICLE XVIII

EMERGENCY CLAUSE

Section 1: For the purpose of this Article a day starts at 12.00.01 A.M. and ends at 11:59.59 P.M. Employees shall be entitled to a minimum call back pay according to the following:

A. Two (2) hours pay at time and one-half (1-1/2) rate if the employee is called out on Monday, Tuesday, Wednesday or Thursday after the normal workday until 11:59.59 P.M. If the call-out occurs after 12.00.01 A.M. up to the start of the normal workday the minimum call-out shall be four (4) hours at time and one-half (1-1/2) rate.

B. If the call-out occurs on a Friday after the normal work day or on Saturday up to 11:59.59 P.M. the minimum call in shall be four (4) hours at time and one-half (1-1/2) rate.

C. If the call-in occurs on a Sunday or a paid holiday, (regardless of the day of the week on which the holiday falls), the minimum call-in shall be four (4) hours at two (2) times normal rate.

D. In the event that an employee is called in for SNOW REMOVAL OR EMERGENCY WORK the minimum call-in pay shall be for four (4) hours at:

Monday to Saturday - Time and one-half (1-1/2x)

Sunday or Holiday - Double time (2x)

An employee who is called in for such work shall be allowed a fifteen (15) minute break after four (4) hours of continuous work and a fifteen (15) minute break each four (4) hours of continuous work thereafter.

E. An employee who is called in to work and actually works shall be paid for all of time worked at the applicable rate over the employee for that period (time and one-half (1-1/2) or double time, or a combination thereof) or the minimum call-in rate set forth herein, whichever is more.

F. Employees who are called in to work on the employee's normally scheduled work day and such time is contiguous to the start of their normal workday, shall be paid at the appropriate overtime rate for time worked but are not entitled to the minimum number of call-back hours.

Section 2: Employees asked to stand by to wait for snow removal work shall be entitled to four (4) hours pay at their normal rate, but in the event that the employee is called in for snow removal work, such four (4) hours pay shall be considered as part of the four (4) hour minimum call-back as set forth in "D" of this Section.

ARTICLE XIX

NO STRIKE - NO LOCKOUT PROVISIONS

The Union will not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XX

SEASONAL EMPLOYMENT

Nothing herein contained shall limit the right of the Town to engage seasonal employees at such rate as may be fixed by the Town and such seasonal employees shall not be required to become members of the Union.

ARTICLE XXI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any dispute arising concerning the interpretation or application of the terms of this contract or the rights claimed to exist hereunder shall be the subject of a grievance and shall be processed in accordance with the following procedure:

Section 2: Any grievance of an employee or employees shall be presented by his or their Shop Steward and the employee(s) concerned to their immediate supervisor.

Section 3: In the event such grievance is not resolved within five (5) working days from such presentation, it shall be then presented by the Union to the department head.

Section 4: In the event such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, then the Union shall present the same to the supervisor or his designee for settlement.

Section 5: In the event that such grievance is not then resolved within five (5) working days, it shall be referred by either party to arbitration before an impartial arbitrator, to be mutually agreed upon by the parties. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) days after the referral of such matter to arbitration, then an appointment of such arbitrator shall be made by the Public Employment Relations Board under its Rules and Procedures.

ARTICLE XXII

TAYLOR ACT PROVISIONS

Section 1:

"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 THEREFOR. SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

Section 2: Each employee employed thereafter shall, upon such employment, be furnished a copy of this Agreement.

ARTICLE XXIII

UNION SECURITY

Section 1: Agency Fee Shop Deduction: Effective the first pay period after this Agreement has been fully executed, all employees, included in the bargaining unit who are not members of the Union, shall be required to pay to the Union an agency shop fee, as provided by the Civil Service Law, which is an amount equivalent to the amount of dues, payable by a member of the Union. The Town will make deductions from the wages of said employees. Said employee has the right to recover any part of an agency shop fee deduction which represents the employee's pro rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment. The Union shall, at the end of each contract year, send to each employee from whose wages an agency shop fee has been deducted, a statement of the amount of pro rata share he has a right to recover and a form for use by said employee to request refund of said amount.

ARTICLE XXIV

WORK CLOTHES

Section 1. Each employee shall receive a shoe allowance of One Hundred Seventy Five (\$175.00) Dollars per year.

Section 2 The shoe allowance shall be payable in the month of September of each year. To be eligible for the shoe allowance, an employee must be on the last payroll of the previous August.

Section 3: Employees, except mechanics, shall on a yearly basis, elect to receive uniforms which are provided and maintained, except as noted below, by the Town according to either Plan "A" or Plan "B" as set forth below. The option selected by the employee shall be made in writing, by the employee to the Highway Department office between January 1 and March 31 of each year. Employees who fail to exercise their option by the date specified shall be deemed to have elected Plan "A".

PLAN "A".

- * 5 Orange "T" Shirts per year
- 6 Uniform Pants
- 5 Uniform Shirts long sleeve
- 2 Uniform Jackets

PLAN "B"

- * 5 Orange "T" Shirts per year
- 6 Uniform Pants
- 5 Orange Full-over Sweat Shirts

MECHANICS ONLY - NO OPTION

- * 5 Navy "T" Shirts per year
- 10 Navy Uniform Shirts (long sleeve)
- 10 Navy Uniform Pants
- 2 Navy Uniform Jackets

Garments noted with an asterisk (*) are to be cleaned and maintained by the employee

Effective the Fall of 2004, the Town shall purchase a VIZ Guard Parka for each employee and replace it every two (2) years thereafter. In addition, the Town shall provide a "burner" uniform for the parka one time.

Effective January 1, 2005, Unit Employees, except for mechanics, shall not have the option of Plan A or Plan B. Instead, such employees shall be provided five (5) orange "T" shirts per year and five (5) orange sweatshirts. Such employees must wear to work each day either brown pants or blue jeans. Each employee is responsible to maintain such pants or blue jeans in clean and presentable condition, with no tears or rips. The employee can be required by the Superintendent of Highways to replace such work pants when they do not meet such standards. Employees shall receive an annual \$75 allowance for such purposes.

ARTICLE XXV

COMMERCIAL DRIVERS LICENSE

Section 1: The Town shall reimburse employees the cost of renewing their Commercial Drivers License. Reimbursement shall be made to the employee upon submission to the Town of proof of renewal payment by the employee.

ARTICLE XXVI

BLOCK PARTY CALL-IN

Section 1: Bargaining unit employees shall be utilized to install and remove barricades at block parties. Employees who perform such duties shall be paid a minimum of four (4) hours at time and one-half (1-1/2) rate for the installation and removal of such barricades. If two (2) member elect to split this assignment (i.e., one (1) employee put out the barricades and the other employee put in the barricades), each employee shall receive two (2) hours pay at time and one-half (1-1/2) their regular rate of pay. This provision shall apply to any day of the week, including Saturday, Sunday and paid holidays.

ARTICLE XXVIII

TOOL ALLOWANCE

Section 1: Effective January 1, 2005, Senior Auto Mechanic and Auto Mechanic shall receive an annual \$300 allowance for the purchase of tools necessary for the performance of their duties for the Town. The mechanic must provide a receipt for any tools purchased to be reimbursed up to a total of \$300 per calendar year.

ARTICLE XXIX

TERM OF THE CONTRACT

Section 1: This Agreement shall be effective as of January 1, 2003 and will expire on December 31, 2005

Section 2: Notice of any proposed change of terms and conditions should be forwarded by either side to the other on or before June 30, 2005 or sixty (60) days after the date this Agreement is signed, whichever is later.

LOCAL 456, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA, AFL-CIO

BY: _____
President

Date: _____

BY: _____
Chief Steward

Date: _____

TOWN OF MOUNT PLEASANT

BY: _____
Robert F. Meehan, Supervisor

Date: _____

APPENDIX "A"

CLASSIFICATION AND RATES

	<u>1/1/03</u>	<u>7/1/03</u>	<u>1/1/04</u>	<u>7/1/04</u>	<u>1/1/05</u>
Senior Auto Mechanic	\$54,333	\$55,284	\$56,252	\$57,236	\$59,239
Auto Mechanic	\$52,823	\$53,747	\$54,687	\$55,644	\$57,592
M.E.O. I	\$52,823	\$53,747	\$54,687	\$55,644	\$57,592
M.E.O. II	\$49,130	\$49,990	\$50,865	\$51,755	\$53,566
Road Maintainer	\$46,174	\$46,982	\$47,804	\$48,641	\$50,343

TBR 488-04

STIPULATION OF AGREEMENT made and entered this ____ day of October, 2004, by and between the negotiating committees for the Town of Mount Pleasant (hereinafter the "Town") and Local No. 456, I.B.T. (hereinafter referred to as the "Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor contract to a collective bargaining agreement that expired on December 31, 2002, and;

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby Stipulate and Agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Town Board and the membership of the Union.
2. The signatories below agree to recommend this Stipulation for ratification.
3. A copy of this original document has been furnished to representatives of the Town and the Union.
4. All proposals not covered herein made by either party during the course of negotiations are withdrawn.
5. The provisions of the prior Agreement shall be carried forward except as modified below.
6. Unless otherwise noted, all changes shall be prospective from the signing of the contract.
7. Page 3, Article IV, Classification Rates and Wages, Section 1 – The wage rates in the salary schedule shall be increased as follows:

Effective: January 1, 2003 – one and three quarters (1.75%) percent;

Effective: July 1, 2003 – one and three quarters (1.75%) percent;

Effective: January 1, 2004 – one and three-quarters (1.75%) percent;

Effective: July 1, 2004 – one and three quarters (1.75%) percent; →

Effective: January 1, 2005 – three and one-half (3.5%) percent.

8. Page 3, Article IV, Classification Rates and Wages, Section 3 – Add the following language:

Employees hired on or after October 1, 2004, shall be paid \$3,750 less than the salary rate for his/her classification for the first year of employment; \$3,000 less than the classification salary rate for the second year of employment; and \$2,500 less than the salary rate for the third year of employment. Thereafter, the employee shall be paid at the classification salary rate for his/her position.

9. Page 20, Article XVIII, Emergency Clause – Add the following to Section D:

An employee who is called in for such work shall be allowed a fifteen (15) minute break after four (4) hours of continuous work and a fifteen (15) minute break each four (4) hours of continuous work thereafter.

10. Page 24, Article XXIV, Section 4, Work Clothes:

Add the following to Section 3:

Effective January 1, 2003, delete the Section 4 requirement that the Town provide parka jackets and replace them every three (3) years and delete the requirement that the Town provide 2 Orange Thermal Zipper Hooded Sweatshirts from Plan B.

Effective the Fall 2004, Town shall purchase a VIZ. Guard Parka for each employee and replace it every two (2) years thereafter; in addition, the Town shall supply a thermal vest for the Parka one time.

Effective January 1, 2005, Unit Employees, except for mechanics, shall not have the option of Plan "A" or Plan "B". Instead, such employees shall be provided five (5) orange "T" shirts per year and five (5) orange sweatshirts. Such employees must wear to work each day either brown pants or blue jeans. Each employee is responsible to maintain such pants or blue jeans in clean and presentable condition, with no tears or rips. The employee can be required by the Superintendent of Highways to replace such work days where they do not meet such standards. Employees shall receive an annual \$75 allowance for such purpose.

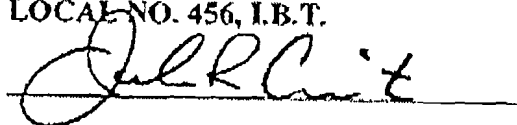
11. New Provision, Tool Allowance –

Effective January 1, 2005, Senior Auto Mechanic and Auto Mechanic shall receive an annual \$300 allowance for the purchase of tools necessary for the purchase of tools for performance of their duties for the Town. The mechanic must provide a receipt for any tools purchased to be reimbursed up to a total of \$300 per calendar year.

12. Page 4, Article V, Section 1, Work Day – Effective January 1, 2005, amend the second sentence to provide as follows:

There shall be a work schedule from April 15 through October 15
with a normal starting time of 7:00 a.m. and normal finishing time of
3:30 p.m.

LOCAL NO. 456, I.B.T.



TOWN OF MOUNT PLEASANT

APPENDIX "A"

CLASSIFICATION AND RATES

	<u>1/1/03</u>	<u>7/1/03</u>	<u>1/1/04</u>	<u>7/1/04</u>	<u>1/1/05</u>
Senior Auto Mechanic	\$54,333	\$55,284	\$56,252	\$57,236	\$59,239
Auto Mechanic	\$52,823	\$53,747	\$54,687	\$55,644	\$57,592
M.E.O. I	\$52,823	\$53,747	\$54,687	\$55,644	\$57,592
M.E.O. II	\$49,130	\$49,990	\$50,865	\$51,755	\$53,566
Road Maintainer	\$46,174	\$46,982	\$47,804	\$48,641	\$50,343

1st - less 3750
 3000
 2500

STIPULATION OF AGREEMENT made and entered into this 20th day of September, 2006 by and between the Negotiating Committees for the Town of Mount Pleasant (hereinafter the "Town") and Local 456, International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor contract to a collective bargaining agreement that expired on December 31, 2005, and;

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby Stipulate and Agree as follows:

1. The provisions of this Stipulation are subject to ratification by the Town Board and the membership of the Union.

2. The signatories below agree to recommend this Stipulation for ratification.

3. A copy of this original document has been furnished to representatives of the Town and the Union.

4. All proposals not covered herein made by either party during the course of negotiations are withdrawn.

5. The provisions of the prior Agreement shall be carried forward except as modified below.

6. Article IV, Salary– The annual salary schedules contained in Appendix A of the contract shall be increased as follows:

Effective January 1, 2006	-	Three and three quarters percent (3.75%) over the schedule in effect on December 31, 2005;
Effective January 1, 2007	-	Three and three quarters percent (3.75%) over the schedule in effect on December 31, 2006;
Effective January 1, 2008	-	Three and three quarters percent (3.75%) over the schedule in effect on December 31, 2007;
Effective January 1, 2009	-	Three and three quarters percent (3.75%) over the schedule in effect on December 31, 2008;
Effective January 1, 2010	-	Three and three quarters percent (3.75%) over the schedule in effect on December 31, 2009.

7. Article XXIX, Term of the Contract – Amend to provide as follows:

"This Agreement shall be effective from January 1, 2006
and will expire on December 31, 2010."

8. Article IV, Section 2, Longevity - Effective January 1, 2006, amend the Longevity Schedule to provide as follows:

Years of Employment

5	-	\$600.00;
10	-	\$700.00
15	-	\$900.00
20	-	\$1,000.

These amounts shall be non-cumulative.

9. Article XIII, Section 2, Welfare Benefits - The Town's contribution to the Welfare Fund shall be increased twenty-five dollars (\$25) each year of the contract commencing January 1, 2006.

10. Article XI, Section 2, Sick Leave: Amend to provide as follows:

All sick leave days are forfeited at termination of employment for any reason other than retirement.

11. New Provision - Employee Discipline:

The discipline and/or termination for disciplinary reasons of employees shall be for just cause ~~subject to challenge under Article XXI, Grievance Procedure and/or Arbitration~~ of the collective bargaining agreement, subsequent to the imposition of the disciplinary penalty or termination. Article XXI, Grievance Procedure and/or Arbitration shall be the sole and exclusive procedure for review of disciplinary action and/or disciplinary termination. This Article shall take the place of and constitute a waiver of any rights bargaining unit employees have or may have under Civil Service Law Section 75 and Section 76 and of any and all other statutory or regulatory disciplinary protections.

12. New Provision - Drug and Alcohol Policy: Add the following language:

All unit employees, including employees who do not possess a Commercial Driver's License ("CDL")

and/or whose position does not require the possession of a CDL, shall be subject to and governed by the Department's Drug and Alcohol Policy for Employees possessing a CDL, including but not limited to the Policy's testing and penalty provisions. However, for purposes of alcohol and drug testing under the policy employees not possessing a CDL shall be placed in a separate pool for purposes of random testing.

13. Article XXIV, Section 1, Shoe Allowance: The shoe allowance shall be increased as follows: Effective January 1, 2006 - \$25; effective January 1, 2008 - \$25; and effective January 1, 2010 - \$25.

14. Article XXVII, Tool Allowance: The Tool Allowance shall be increased as follows: Effective January 1, 2006 - \$100; effective January 1, 2008 - \$50; and effective January 1, 2010 - \$50.

15. Article XXIV, Section 3, Clothing Allowance: The clothing allowance for unit employees, except for mechanics, will be increased as follows: Effective January 1, 2006 - \$25; effective January 1, 2008 - \$25; and effective January 1, 2010 - \$25.

16. Article XI, Section 2, Bereavement Leave: Add the following to definition of immediate family: brother and sister.

17. Article XXI, Grievance Procedure and Arbitration: In Section 5 change "Public Employment Relations Board" to "American Arbitration Association."

LOCAL 456, IBT

TOWN OF MOUNT PLEASANT

Anthony Atella

Robert J. Mulvan

Louis A. Picardi

CR. Atella

J. L. Spazzisi

Eric B. Charkins
counsel

Union

APPENDIX "A"
CLASSIFICATION AND RATES

	3.75%	3.75%	3.75%	3.75%	3.75%
	1/1/06	1/1/07	1/1/08	1/1/09	1/1/10
Senior Auto Mechanic	\$61,460	\$63,765	\$66,156	\$68,637	\$71,211
Auto Mechanic	\$59,752	\$61,992	\$64,317	\$66,729	\$69,231
M.E.O. I	\$59,752	\$61,992	\$64,317	\$66,729	\$69,231
M.E.O. II	\$55,575	\$57,659	\$59,821	\$62,064	\$64,392
Road Maintainer	\$52,231	\$54,190	\$56,222	\$58,330	\$60,517

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