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#### **Contract Database Metadata Elements**

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Union: Town of Meredith Highway Department Unit, International Brotherhood of

Teamsters (IBT)

Local: **338** 

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#### COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF MEREDITH

AND

TEAMSTERS, LOCAL 338



JANUARY 1, 2003 - DECEMBER 31, 2005

EC OIVED

MAY 27 2004

'S PUBLIC EMPLOYMENT BULLATIONS BOARD



TEAMSTERS LOCAL UNION 338
26 PAXTON AVENUE
BRONXVILLE, NEW YORK 10708
TEL: (914) 793-1198
FAX: (914) 793-1206

JOHN DIGHULTO	PRESIDENT
	SECRETARY-TREASURER
	VICE-PRESIDENT
	RECORDING-SECRETARY
MARK ROE	TRUSTEE
	TRUSTEE
	TRUSTEE

## NOTICE TO MEMBERS

THIS AGREEMENT PROVIDES THAT ELIGIBLE EMPLOYEES, MEMBERS OF LOCAL 338, BE COVERED BY THE INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUND. FOR INFORMATION OR CLAIM FORMS, CALL OR WRITE TO INDUSTRY AND LOCAL 338, PENSION AND WELFARE FUNDS, ONE EXECUTIVE BOOLEVARD, YONKERS, NEW YORK 10701, OR TELEPHONE (914) 375-0591.

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD. THE COST OF A WITHDRAWAL CARD IS .50c.

MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFICE IMMEDIATELY OF ANY CHANGE OF ADDRESS.

PAYMENT OF DUES IS THE MEMBERS RESPONSIBILITY, TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

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THIS AGREEMENT made and entered into the first day of JANUARY, 2003 by and between the SUPERVISOR of the TOWN OF MEREDITH, hereinafter called the "Supervisor" and TEAMSTERS, LOCAL UNION 338, affiliated with the International Brotherhood of Teamsters, hereinafter called the "Union":

#### WITNESSETH:

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

NOW THEREFORE, the Supervisor and the Union, acting by and through their duly authorized agents, hereby agree as follows:

#### ARTICLE I - RECOGNITION - SCOPE - UNION ACTIVITIES

SECTION 1 - DURATION OF AGREEMENT: The agreement shall commence on the 1st day of January, 2003, although executed subsequently thereto and shall continue in effect until the 31st day of December, 2005 (inclusive of both dates). Any notice required hereunder shall be addressed to the TOWN SUPERVISOR, BOX 402, RD #1, E. MEREDITH, NEW YORK, 13753 and LOCAL 338, 26 PAXTON AVENUE, BRONXVILLE, NEW YORK, 10708.

SECTION 2 - RECOGNITION: This agreement shall cover every highway employee of the Town employed in or about the garage of the Town of Meredith, New York, handling the duties of Heavy Equipment Operators, Motor Equipment Operators and Laborers, but will not cover administrative and clerical employees and supervisors.

In the event of an emergency the Superintendent of Highways may perform certain tasks.

The Superintendent of Highways shall be the sole determinant of what is an emergency.

# SECTION 3 - UNION SECURITY:

A - The Union shall have the sole right to organize Town Highway workers during the term of this agreement. Every employee shall have the right to become a member. The Superintendent of Highways will in no way restrict this right.

- B Persons laid off through no fault of their own, shall in the order of Town seniority list, for a period of one (1) year from the date of lay off, be recalled to fill vacancies as they occur.
- C Whenever additional employees are required, the Union, as well as other sources, will be offered an opportunity to send applicants for the job.
- D New employees will have a probationary period of six (6) months. Probationary employees may be terminated at any time by the Superintendent of Highways.

# SECTION 4 - SHOP STEWARD:

- A The employees of the Town, members of the Union, shall elect a Shop Steward and it shall be the duty of the Steward to see whether the members of the Union and the Employer live up to the provisions of this agreement and the rules of the Union, not inconsistent with this agreement and to report any infraction of such provisions to the Superintendent, who shall promptly investigate and try to settle the infraction before it goes into grievance procedure.
- B There shall be no discrimination against the Shop Steward for Union activities. The Steward shall have no authority to alter, amend, violate or otherwise change any part of this agreement. The Steward Shall be considered the senior employee for lay off and recall purposes only. The Steward shall report to the Business Agent of the Union any violations of this agreement.
- C A Shop Steward who notifies management of his intended absence from work in the performance of his official duties during the calendar day preceding such absences shall have an absolute right to so absent himself. However, because of the emergency nature of work performed by the Town Highway Department workers, the above request can be denied and such absences shall be without pay.
- SECTION 5 VISITATION RIGHTS: The duly authorized Officers and Business Agents of the Union shall be permitted to enter the Employer's premises during all working hours. Duly authorized representatives (giving twenty-four [24] hour notice to the Employer) shall have access to all time cards and time clocks. Visitation shall not interfere with regular work procedures.
- SECTION 6 CHECK OFF: The Employer, if authorized by each individual employee, will deduct from his wages a sum equal

to each employee's dues and/or assessments to the Union and remit the same to such Union by the 15th of the month following the deduction, such deduction shall conform with the Civil Service Law of the State of New York.

## SECTION 7 - PROTECTION OF RIGHTS:

- A It shall not be the duty of any employee at any time to be required to cross a lawful primary picket line and refusal to cross a lawful primary picket line shall not constitute insubordination or cause for discharge or any disciplinary action.
- B The foregoing shall be operative only to the extent permitted by law. Nothing herein contained shall be construed to be a contract or agreement, express or implied, which in any manner violates any Federal or State Law as presently enacted, or as amended or interpreted during the term of this agreement.
- C In the event, however, to the extent that this section shall be determined by a court of competent jurisdiction in any manner to violate Federal or State Law as presently enacted or as amended or interpreted during the term of this contract, this section shall be inoperative, unenforceable and void.

# ARTICLE II - WAGES - HOURS OF WORK - PAY PROCEDURES

SECTION 1 - WAGES: The schedule of wages to be in effect during the term of this agreement is set forth in Schedule "A" attached hereto and made a part hereof.

SECTION 2 - TRANSFERS: Employees working in a higher classification shall work in a lower classification without loss of pay.

## SECTION 3 - WORK WEEK:

- A The normal work week shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week, exclusive of such time as shall be set for lunch hours.
- B Each employee shall be granted two (2) consecutive days of rest in each work week, unless emergency conditions exist and the Superintendent of Highways shall be the sole determinant as to when an emergency exists.
- C There will be one-half (1/2) hour for lunch, to be taken as near the middle of the working time as possible. Except with the consent of the employee, no lunch period shall commence less than three (3) or more than five (5) hours after the commencement of work.

#### SECTION 4 - OVERTIME:

- A All employees required to work any period in excess of eight (8) hours daily or all hours worked in excess of forty (40) hours within the work week shall be paid at the rate of time and one-half  $(1\ 1/2)$ .
- B The following shall not be considered "time worked" for the purpose of computing overtime:
  - 1 Sick leave,
  - 2 Personal time,
  - 3 Administrative leave,
  - 4 Vacation days and jury duty.
- $\mbox{\ensuremath{\text{C}}}$  The following shall be considered "time worked" for the purpose of computing overtime:
  - 1 Holidays,
  - 2 Bereavement in the immediate family.

SECTION 5 - MINIMUM CALL: An employee recalled for work after a regular day shall receive three (3) hours pay at his regular or overtime rate, whichever is appropriate. The actual time will be paid if the overtime period becomes simultaneous with the regular work day.

SECTION 6: Any employee who serves in the National Guard or Army Reserve shall suffer no loss of pay.

## ARTICLE III - GRIEVANCE

<u>SECTION 1 - REMOVAL AND OTHER DISCIPLINARY ACTIONS:</u> No employee shall be disciplined or discharged except for just cause.

A - <u>Disciplinary Grievance</u>: The following procedure shall apply to all matters of employee discipline and specifically to any grievance arising out of disciplinary action taken by the Employer, subject to the right of the Union to arbitrate at any stage of the procedure:

First offense - oral warning to employee and notice to

the Shop Steward.

Second offense - written warning to employee and notice

to the Union and to be placed in

employee's file.

Third offense - written warning to employee and notice

to Union and immediate two (2) day

suspension.

Fourth offense - written warning to employee and notice to Union and immediate one (1) week suspension.

Fifth offense -- wi

- written notice to employee and Union, could result in further disciplinary action or termination from employment.

Records of warning letter and disciplinary action shall be maintained in employee's permanent employment record. The above disciplinary procedure excludes late punches.

B - Notwithstanding the above, it is agreed that an employee charged with the following conduct may be immediately discharged, or subject to such lesser discipline as the Employer may determine to take without following the procedure set forth in section "A" above, subject, however, to the Employer providing notice to the Union and the Union's right to arbitrate under the provision herein:

1 - Theft,

2 - Alcohol or drug abuse while on duty,

3 - Willful destruction of property,

4 - Direct refusal to obey orders given by the proper party, unless such order jeopardizes life or health.

The Employer and the Union agree that no employee or group of employees shall have the right to modify or waive the provisions of this agreement.

SECTION 2 - GRIEVANCE PROCEDURE: All disputes concerning the interpretation of this agreement shall be processed in accordance with the grievance procedure which shall be as follows:

First Step - Superintendent of Highways: An employee with a grievance, shall within ten (10) working days after the occurrence of such a grievance, discuss it with the Superintendent of Highways, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) working days of its presentation. The Superintendent of Highways shall report his decision to the employee orally. If the employee does not proceed with his grievance to the Second Step within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved. A grievance shall be deemed waived if this procedure is not started within ten (10) working days of its occurrence.

Second Step - Town Supervisor: If the employee is not satisfied with the disposition of his grievance after discussion with the Superintendent of Highways, he may submit a written appeal to the Town Supervisor within five (5) working days after receiving a decision at the First Step, or within five (5) working days, or not more than ten (10) working days, after the grievance was presented at the First Step. The Town Supervisor, within five (5) working days after receiving the appeal, shall meet with the employee in an attempt to resolve the grievance. The Town Supervisor shall give the employee a written decision within five (5) working days following the meeting.

Third Step - Town Board: If the employee or Superintendent of Highways is not satisfied with the disposition of his grievance at the Second Step, he may submit a written appeal to the Town Board or its designee within five (5) working days after receiving a decision at the Second Step or within not less than ten (10) working days, not more than fifteen (15) working days after the grievance was presented at the Second Step. The Board or designee, within ten (10) working days after receiving the appeal, shall hold a hearing at which the employee may present his grievance. The Board or designee, within ten (10) working days following the hearing, shall give the employee a written decision.

Fourth Step - Arbitration: If the employee is not satisfied with the disposition of his grievance at the Third Step, he may appeal to arbitration within five (5) working days after receiving a decision at the Third Step or in not less than twenty (20) working days nor more than twenty-five (25) working days after the grievance was presented at the Third Step. A request for arbitration may be initiated by the Union serving upon the Supervisor a notice in writing of an intent to proceed to arbitration. This notice shall identify the agreement provision in dispute, the issue to be determined and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties or their representatives shall attempt to mutually agree on an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall request PERB to submit the names of seven (7) suggested arbitrators. Each party shall alternately strike a name until one name remains. The Supervisor and the Union shall alternate striking the first name. The person remaining shall be the arbitrator.

A - The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision on the issue or issues presented and

shall confine his decision solely to the application and interpretation of this agreement. The arbitrator's decision solely as to the application and interpretation of this agreement shall be final and binding.

B - The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

TIME OFF: An employee and his representative, if a Town employee, shall be allowed such reasonable time off, without loss of pay, from his regular duties as may be necessary, consistent with his job responsibilities and the operation needs of his work unit, to attend meetings with management for the purpose of resolving a grievance.

## ARTICLE IV - LAY OFF NOTICE AND PAY

The Employer agrees in the case of lay off of full-time employees, the individual shall be given a week's notice or a week's pay in lieu of notice.

### ARTICLE V - EQUIPMENT

The Employer shall provide employees with all safety equipment pertaining to and for the performance of their job.

## ARTICLE VI - PAID HOLIDAYS

SECTION 1 - HOLIDAY SCHEDULE: The following are designated holidays:

a - New Year's Day

b - Floating Holiday (notice to Superintendent of Highways) h - Columbus Day

c - Washington's Birthday

d - Good Friday

e - Memorial Day

f - July 4th

q - Labor Day

i - Election Day

j - Veteran's Day

k - Thanksqiving Day

l - Christmas Day

m - Flag Day

## SECTION 2 - HOLIDAY PAY:

A - When an employee is required to work on any of the above holidays, he shall be paid two times (2X) the hourly rate for all hours worked. An employee shall have the option to take overtime earned and convert it to equal compensable time off.

B - In the event that any of the above holidays fall on an employee's day off, such employee shall receive a day's pay or day off.

C - If a holiday falls in an employee's vacation, the employee shall be given an extra day, or a day's pay in lieu thereof at the discretion of the Employer.

SECTION 3 - DAY OF HOLIDAY OBSERVANCE: State designation of holidays shall prevail.

## ARTICLE VII - VACATION RULES

SECTION 1 - VACATION SCHEDULE: Vacation with pay shall be as follows:

Two (2) weeks vacation after one (1) year; Three (3) weeks vacation after five (5) years; Four (4) weeks vacation after fifteen (15) years.

## SECTION 2 - VACATION RULES:

- A An employee who has completed a full year of work for which he has received a vacation and who thereafter is laid off through no fault of his own or who resigns, shall be entitled to receive additional pro rated accumulated vacation pay.
- B Any employee on leave because of illness at the time of his regularly scheduled vacation may upon his request accept payment in lieu of vacation, provided that if the acceptance of such payment would prejudice the employee's rights under any Mutual Benefit Plan or under the Workmen's Compensation Laws, the employee shall be so informed by the Company at the time he makes the request.
- SECTION 3 VACATION BIDDING: Employees entitled to extra vacation must notify management one (1) week in advance for their additional time. All requests will be honored on a seniority basis. If notification is not submitted, the senior man can loose his option for the days off he wanted, as he could not bump a junior that has submitted his notification for time off.

# ARTICLE VIII - LEAVE OF ABSENCE

Any employee may be granted leave of absence without pay at the discretion of the Town Board with the assurance of old position and rights upon return. A leave of absence without pay not to exceed six (6) months is automatically given to an employee because of illness. This employee may request additional six (6) months leave provided he makes timely application in writing. Upon return, if physically and mentally fit for full duty at the regular job performed by the employee prior to his

leave and so certified by his doctor, such employee shall resume old position with full rights, except in the event of a dispute. An employee disabled in the discharge of his duties shall, if physically and mentally fit for full duty at the regular job performed by the employee prior to his leave and so certified by his doctor, resume his old position with full rights, except in the event of a dispute.

In the event a dispute arises by reason of the Board's refusal to allow an employee to work because the conclusion reached by the Board's doctors differs from the conclusion of the employee's doctor, the employee involved shall thereupon be examined by a third doctor to be mutually agree upon and selected by the two (2) doctors aforesaid, or failing agreement by a doctor designated by the President of the County Medical Society wherein the dispute arises.

The report of the third doctor as to the physical condition of the employee for full duty at the regular job performed by the employee prior to his leave shall be final and binding upon the parties. Costs of the third doctor and expenses necessary for him to reach a conclusion shall be borne equally by the parties.

An employee who is found entitled to return to work pursuant to the above procedure and who has been prevented from working because of the conclusion of the Board's doctor shall be reimbursed for time lost as a result of the Board's doctor's decision only from the time when the Board is presented with the opinion of the third doctor which differs from the opinion of the Board's doctor.

#### ARTICLE IX - SICK LEAVE

The Employer agrees that each employee shall be entitled to one (1) sick leave day per month, however, unused sick time may be accumulated up to one hundred and fifty (150) days. Any amount of days over the one hundred and fifty (150) will be paid at one-half (1/2) times the hourly rate, each December 15th at half (1/2) pay. Effective January 1, 1997, if an employee dies, while in the service of the Town, his beneficiary and/or estate will receive full value of their accumulated sick leave, at the applicable hourly rate.

After five (5) consecutive days of sick time, the employee must present a doctor's certificate for proof of illness.

Reasonable notification shall be given to the Town Supervisor or his designated representative when calling in sick and requesting paid sick leave. Retirees will be permitted to cash in up to 50% of their banked sick days as a cash buy-out or be applied towards their retirement Medical Benefits.

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10% after 10 years of service;
13% after 11 years of service;
16% after 12 years of service;
18% after 13 years of service, etc.
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So that after twenty-four (24) years of service, an employee will be entitled to a maximum of 50% banked sick days, to be cashed in or applied to Medical Benefits when he retires.

## ARTICLE X - PERSONAL DAYS

Each full time employee shall receive four (4) personal business days per year with pay. Reasonable notification shall be given to the Town Supervisor or his designated representative when requesting paid personal business days.

The following warrant personal business days:

- a Funeral not covered by bereavement clause;
- b Wedding in immediate family, including self;
- c Graduation of child;
- d Paternity;
- e Real Estate closing;
- f Legal business:
- g Emergency accident within immediate family.

The following reasons are not sufficient to warrant a personal day:

- a Add to vacation;
- b Shopping;
- c Athletic or recreational activity;
- d Personal enjoyment.

#### ARTICLE XI - BEREAVEMENT

- A The Employer agrees to grant all employees covered under this agreement three (3) days off with pay when a death occurs in the immediate family; wife, children, parents, brothers and sisters, mother-in-law, father- in-law, grandmother and grandfather.
- B One (1) day will be granted to employees with pay to attend funeral services for sister-in-law and brother-in-law.

#### ARTICLE XII - JURY DUTY

Employees who are required to serve on a jury shall be reimbursed by the Town for any loss of pay. Employees shall be paid their base rate for eight (8) hours each day, less the jury fees received by them. Town reimbursements for jury duty shall be paid only upon presentation of proof of jury services and amounts received.

Any day excused early from duty, employee must report for work.

## ARTICLE XIII - CRAFT RULES OR JOB RULES

<u>SECTION 1 - NEW CRAFTS OR JOBS:</u> If a new craft or job is created, the rate of same is to be negotiated with the Union.

#### SECTION 2 - JOB DEFINITIONS:

a - Heavy Equipment;

b - Motor Equipment Operator - Level 1 and Level 2;

c - Laborer.

<u>SECTION 3 - ADVANCEMENT:</u> All new regular employees shall start as laborers. At the end of six (6) months, if the necessary Class 3 motor vehicle license has been obtained, he will advance to Level 2 Motor Equipment Operator. At the end of an additional year he will advance to Level 1 Motor Equipment Operator.

#### ARTICLE XIV - MEDICAL PLAN

The employee will be enrolled in a CHP or MVP Medical Plan of their choice, provided for by the Town of Meredith.

Effective January 1, 2000, new hires will be required to pay a co-pay of 15% towards their Medical coverage. Such deductions will be prior to the normal payroll tax computation.

The Town of Meredith will offer a monthly cash stipend for Medical insurance on a 50-50 basis, based on savings, when an employee has an alternate Medical plan through his/her spouse.

Employees should notify the Town before the expiration of the enrollment period.

# ARTICLE XV - NOTICE OF TERMINATION

A - This agreement shall terminate December 31, 2005. Not less than one hundred and twenty (120) calendar days prior to said expiration date, the parties shall commence negotiations of a new agreement.

B - If an agreement has not been reached within eighty (80) days before the expiration of the contract, either party to this agreement may declare an impasse and the procedure provided through PERB commenced.

#### ARTICLE XVI - PAST PRACTICE

Past practices are not applicable as heretofore effective January 1, 1985, unless expressly addressed in this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

TEAMSTERS, LOCAL 338	TOWN OF MEREDITH
BY: John Wi Senlis	BY: Frank Booker
TITLE: PRESIDENT	TITLE: Supersisor
, / -	•
DATE: 7/14/03	DATE: 7-17-03

#### SCHEDULE "A"

#### WAGE SCHEDULE

The Schedule of Wages shall be as follows:

	01/01/03	01/01/04	01/01/05
A - Heavy Equipment Operator	\$ 12.80	\$ 13.10	\$ 13.40
B - Motor Equipment Operator Level 1 Level 2	\$ 12.80 \$ 12.25	\$ 13.10 \$ 12.55	\$ 13.40 \$ 12.85
C - Laborer	\$ 11.52	\$ 11.82	\$ 12.12

D - When performing mechanics duties, the employee shall receive an additional \$1.00 per hour, in addition to his current rate.

In the event that an employee acting in such capacity exceeds two (2) consecutive weeks, he shall then receive the hourly rate of the Highway Superintendent, until the Highway Superintendent's return or until a new Highway Superintendent is appointed or elected.

E - Any employee acting in the capacity of Highway Superintendent shall receive an additional \$1.50 per hour, while acting in such capacity.

#### SCHEDULE "B"

#### TIME CLOCK REGULATIONS

## EARLY PUNCH:

An employee shall not punch in earlier than five (5) minutes before scheduled starting time.

#### LATE PUNCH:

- 1 Only one (1) late punch (maximum six [6]
   minutes) will be excused.
- 2 Additional late punch 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) calendar day period, after which during the next fifteen (15) days any additional tardiness will result in suspension without pay of one (1) day. Any additional late punches within the next thirty (30) calendar days will result in a three (3) day suspension without pay.
- 4 All disciplinary warnings will be removed from the files if the employee is not tardy for thirty (30) calendar days following issuance of notice.

# PUNCH OUT:

No employee will punch out prior to authorized quitting time.

# OVERTIME:

- 1 Payment for overtime will only be made
   when authorized by the foreman.
- 2 Overtime will begin and end with times indicated on the employee's time card paid in six (6) minute increments, subject to minimum call period.

### FIELD ASSIGNMENT:

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

# LUNCH TIME AND OVERTIME MEAL BREAK:

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

SUPERINTENDENT OF HIGHWAYS SIGNATURE:

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

- RESPONSIBILITIES: 1 All hourly employees will be required to punch time clocks.
  - 2 Employee will punch only his own time card.
  - 3 Employee will print name, number and period ending date. (Period will run from 12:01 A.M. Thursday).
  - 4 Superintendent of Highways will pick up the past week's time cards and place new cards in the rack for coming week.
  - 5 Superintendent of Highways will file one (1) card for each hourly employee even if hand written for those on authorized leave.

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be re-opened on any item, whether contained herein or not, during the life of this agreement.

TOWN OF MEREDITH
BY: Frank Booker
TITLE: Supervisor
DATE: 7-17-03
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