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Contract Database Metadata Elements

Title: **Washington, County of and Washington County Highway Department Unit, International Brotherhood of Teamsters (IBT), Teamsters Local 294 (2001)**

Employer Name: **Washington, County of**

Union: **Washington County Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

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

Expiration Date: **12/31/04**

PERB ID Number: **7118**

Unit Size: **59**

Number of Pages: **26**

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Washington, County Of And lbt Local
294 (Highway Dept Unit)

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WASHINGTON COUNTY DEPARTMENT OF
PUBLIC WORKS

DIVISION OF HIGHWAYS

AND

TEAMSTERS LOCAL 294

WYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

DEC 24 2001

CONCILIATION

January 1, 2001 - December 31, 2004

Paul Engel 489-5436

59 employees

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ARTICLE I - CONDITION AND SCOPE OF AGREEMENT

- A. Washington County Department of Public Works, Division of Highways, hereinafter known as the "Employer"; consistent with its policy and Article 14 of the Civil Service Law of the State of New York; to further a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Washington County Highway Department; which will enhance the working program of the Washington County Highway Department in and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and
- B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations, and policies of the Employer, which laws, rules and regulations and policies shall be construed for the accomplishment of this purpose:
- C. Hereby agrees to recognize Teamsters Local 294, I.B.T., located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of:

All employees of the Employer heretofore referred to and known as Carpenters, Mechanics, Automotive Welders, Highway Workers I, Highway Workers II, and Highway Workers III, and excluding all others, with regards to rates of pay, wages, hours and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties. Supervisors and Foremen shall not perform work of members of the bargaining unit except in the event of an emergency.

- 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:
1. The Union is informed of such meeting.
 2. The Union is afforded the opportunity to attend.
 3. The meetings are not established at the request of an individual employee.
 4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.
- E. THIS AGREEMENT, entered into this ____ day of _____, 2001 between Teamsters Local # 294 of the I.B.T., located at 890 Third Street, Albany, New York, hereinafter referred to as the "Union" and Washington County Department of Public Works, Division of Highways located at 383 Broadway, Fort Edward, New York, hereinafter referred to as the "Employer" shall be in effect from January 1, 2001 to December 31, 2004.

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 agree 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 grievances 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 job steward shall be granted super-seniority for all purposes including layoff, rehire and job preferences, provided said employee is qualified. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.
 4. No steward shall be engaged upon Union business during the time when the steward is assigned to a regularly scheduled bargaining unit job.
 5. 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.

6. 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: The Employer agrees that it will effectuate an agency fee dues deduction as of April 11, 1983, with the exception that all employees hired prior to April 11, 1983, and not members of the Union are exempt from this clause.

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

- A. Seniority: Seniority shall prevail in that the Employer recognizes the general principal that senior employees shall have preferences of employment and promotional opportunity for noncompetitive 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 shall prevail for promotional and transfer purposes within the limits indicated on the attached map. The employee must reside, and continue to reside, within the arc outlined from the highway garages in order to bid and retain the job in that garage. Seniority in all other instances will be based on the garage assignment of the employee. This clause shall not affect job assignments existing as of the date of this Agreement.

Employees will be allowed to bid job positions on a County-wide basis with the understanding that said employee bidding for a particular position, as a condition of employment, will move within the arc outlined for the garage where the position exists.

Employees shall be placed on the seniority list after thirty (30) days of employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the bargaining unit covered by this Agreement.

Employees who transfer into the DPW from other County departments will be allowed to retain their accumulated benefits for seniority purposes. However, such employees shall be considered new hires for seniority purposes.

- B. Loss of Seniority: Seniority shall be broken only by:
 1. Lawful discharge, or
 2. Voluntary quit.
 3. Failure to report to work when scheduled for at least two consecutive work days without notifying the Employer, unless there are extenuating circumstances.

C. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.
2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered or certified mail, sent to the address 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 their intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of their call 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, the employee shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.
3. Employees who willfully fail to return to work within two scheduled workdays following a leave of absence, unless there are extenuating circumstances, will lose all prior seniority.

D. Maintenance of Standards: The Employer agrees that all conditions of employment in its' individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than those standards set forth in this Agreement and in the Agreement dated December 2, 1974, and the conditions of employment shall be improved wherever 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 nor condone such a strike for violation of such non-strike pledge, any such violation 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 conduct meetings 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 of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which is attached hereto, and made a part hereof, as Schedule "A".

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.
- B. Upon separation from employment, the employee shall return to employee's immediate supervisor all Department property in employee's possession or assigned to employee in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before last pay day.

ARTICLE VIII - EQUIPMENT

- A. Defective Equipment:
 - 1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where such employees refuse to operate such equipment unless refusal is unjustified.
 - 2. Under no circumstance will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.
- B. Reports: Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.
- C. 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 their vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

ARTICLE IX - UNIFORMS

- A. Protective clothing will be furnished by the Employer to those employees performing work in the following areas:
1. Mechanical work and maintenance on trucks and equipment.
 2. Tar Person
 3. Bridge and paint crew
 4. The Employer shall provide uniforms for two permanent bridge crew workers. Temporary summer bridge crew workers shall receive two (2) pairs of painters pants and five (5) tee shirts. The Employer shall provide a \$75 voucher for work boots for those employees assigned to the paving crew for the paving season.

Employees shall wear all protective clothing or gear prescribed by Federal or New York State Law.

- B. An adequate number of boots and foul weather gear will be maintained by the Employer for the use of the employees in emergency situations.

ARTICLE X - PAY PERIOD

- A. All employees covered hereunder shall be paid in full biweekly. 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.
- C. The Employer shall continue the one week lag pay system. The pay period shall be a two week period from a Thursday through a Wednesday. Pay day shall be on Wednesday one week after the close of the pay period. Effective January 1, 2001, or later, the County may establish an additional two days of lag in the pay system by changing either the pay date or pay period by two days, or combination thereof. Such change must be done on a countywide basis.

ARTICLE XI - 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 employee normally performing work in that job classification or division to which employee is transferred.

B. Classification:

1. Highway Worker Class I will operate and perform maintenance on: compressors, pumps, stone spreaders, bituminous sprayer, road broom, rollers under 5 tons, chain saws, pavement breakers, rock drills, tampers, post hole digger, loaders under 1 CY cap., sand blaster, fork lifts, brush chipper, and road widener. All manual labor and related duties.
 2. Highway Worker Class II will perform all the duties of a Highway Worker Class I and in addition will operate and perform maintenance on all classes of trucks, mowers, loaders 1 CY to 2 ½ CY cap., screening plant, crushing plant, rollers over 5 ton, backhoe, travel loader, stump grinder, maintainer, and other related equipment. All persons appointed to this position after January 1, 1989, shall possess a valid Class B, New York State Commercial Driver's License.
 3. Highway Worker Class III will perform all the duties of Highway Worker Class I and II and in addition will operate and perform maintenance on any loader over 2 ½ CY cap., Gradall, Teleskoop, Cranes, Shovels, Grader, Dozer, Paver, Welder, and other related equipment. All persons appointed to this position after January 1, 1989, shall possess a valid Class A, New York State Commercial Driver's License. Tractor Trailer drivers will be considered Highway Worker Class III.
 4. Bridge Repair Person will perform all the duties of Highway Worker Class I and II and will perform all the duties of Carpenter (read and interpret plans, build forms for concrete work, be able to work off elevated platforms and perform other bridge maintenance related duties). In addition, will be able to produce sound structural welds for bridge repairs and will operate cranes and other lifting devices associated with bridge construction.
 5. Carpenter will perform as a journeyman carpenter, responsible for building forms for concrete work, scaffolds, repair bridges, and other related work; will have ability to work from plans and specifications and to follow rough sketches and oral instructions from the foremen; will operate motor equipment.
 6. Mechanics will make skilled repairs and adjustments to gasoline and diesel motor equipment. Makes minor welding repairs to automotive equipment. Rebuild engines and other motor equipment when necessary.
 7. Automotive Welders will weld, forge, braze, and perform acetylene cutting on all machinery. Perform skilled operations in making repairs on all types of automotive equipment. Operates motor equipment only when necessary as related to their job and performs all duties of mechanics.
 8. Seasonal Employee the County may hire up to ten (10) SEASONAL EMPLOYEES. Such employees will go on a subordinate seniority list of seasonal employees.
- C. An employee assigned work out of their regular job classification shall not be responsible for

- C. An employee assigned work out of their regular job classification shall not be responsible for damage caused as a result of their lack of knowledge in performing any of their assigned duties, provided such damage does not result from a willful destructive act. An employee, when employee's own carelessness willfully causes damage to vehicle assigned to employee, shall be suspended up to five (5) days without pay, depending upon the severity of said damage. This section shall be subject to the grievance procedure as provided for herein.
- D. No employee will be paid at a rate lower than their primary classification. When an employee is assigned work in a higher classification employee will be paid the higher classification rate.

An employee who loses their driving privileges by order of the New York State Department of Motor Vehicles shall be demoted to Highway Worker I but shall hold rights to their Highway Worker II job for up to 18 months provided the employee regains their drivers license.

- E. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles, however, in no event shall said employees be held responsible for the workmanlike quality of said maintenance functions beyond the normal routine maintenance required by operators.
- F. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than their rate of pay immediately prior to this Agreement plus any increases provided for herein.
- G. An operational training period of eighty (80) hours for Dump Trucks in Class II and one hundred sixty (160) hours for Equipment in Class III is hereby agreed to and after which the employee will have been considered qualified and will be compensated at the proper rate when directed to operate said equipment.
- H. Members of the bargaining unit shall make every effort to obtain all the licensing requirements and endorsements of New York State needed to perform their job. The County agrees to provide the employees with training, time for training and paid release time from their jobs to take the necessary tests and will reimburse the employees for the cost of the fee of the initial endorsements. In the event a bargaining unit member fails to attain the necessary licenses and/or endorsements as required by January 1, 1994, or twelve months from the required date, the County may exercise appropriate disciplinary measures.

ARTICLE XII - VACATIONS

A. Employees shall receive paid vacation as follows:

After one (1) year service, 80 hours with pay;
After six (6) years service, 88 hours with pay;
After seven (7) years service, 96 hours with pay;
After eight (8) years service, 104 hours with pay;
After nine (9) years service, 112 hours with pay;
After ten (10) years service, 120 hours with pay;
After eleven (11) years service, 128 hours with pay;
After twelve (12) years service, 136 hours with pay;
After thirteen (13) years service, 144 hours with pay;
After fourteen (14) years service, 152 hours with pay;
After fifteen (15) years service, 160 hours with pay;

Legal holidays excluded.

- B. Vacation leave shall not be carried over to the following year. Vacation leave shall be granted when, in the opinion of the appointing authority, it shall be convenient to the conduct of departmental business. Vacation will be charged to the employees accruals in increments of one (1) hour.
- C. 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.
- D. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until employee has worked at least one (1) calendar year from the anniversary date of employment.

ARTICLE XIII - HOLIDAYS

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

| | |
|-------------------------------|----------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Washington's Birthday | Election Day |
| Lincoln's Birthday | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Birthday* |

If the holiday falls on the employee's day off, employee shall be entitled to a compensating day.

*Employee's birthday holiday may be taken during the work week of the employee's birthday. The employee must give notification of the day employee will take no later than Wednesday of the work week prior to employee's birthday. Holidays falling within the construction season shall be computed on a ten (10) hour day basis.

ARTICLE XIV - SICK LEAVE

All employees covered hereunder shall be entitled to eight (8) hours per month and an additional eight (8) hours each additional calendar quarter (to an accumulative maximum of 1600 hours) absence with pay chargeable to sick leave when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of the illness. Sick leave will be charged to the employee's accruals in increments on one (1) hours.

A doctor's certificate by a duly licenses physician of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of relative. The employee or a member of employee's family shall notify employee's immediate Supervisor at least one (1) hour prior to starting time. In addition, no employee shall be paid for an authorized holiday if employee takes a sick day either the day before said holiday or the day after unless otherwise scheduled to be off for said holiday.

A doctor's certificate will be required when an employee takes two (2) consecutive Mondays or two (2) consecutive Fridays (Thursday when working 4 - ten hour days) of paid sick leave within a thirty (30) day calendar period.

If an employee requests sick leave after reporting to work and receiving a work assignment, a doctor's certificate may be required. This procedure is not to be abused and is subject to the Grievance Procedure.

A Doctor's certificate shall mean medical certification by a duly licenses physician.

ARTICLE XV - PERSONAL LEAVE

All employees covered hereby shall be entitled to twenty-four (24) hours personal leave annually, with pay, to be granted upon request to the Superintendent of the Department of Public Works. Each employee will endeavor to make said request upon reasonable notice; and in any case, upon at least twenty-four (24) hours in advance, if possible. Personal leave will be charged to the employee's accruals in increments of one (1) hour.

An employee who desires to take personal leave the day before or the day after a vacation or a holiday, must receive approval prior to taking said personal leave or the employee will forfeit the paid vacation or holiday, exception being, in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal leave has the burden of providing proof to employee's Supervisor or forfeit said paid vacation or paid holiday. As a general

rule, employees will not be allowed to take a personal day before or after a vacation or a holiday in order to extend the period of time away from the job.

ARTICLE XVI - BEREAVEMENT LEAVE

All employees shall be entitled to consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for death in the family as follows:

| Bereavement Pay (Straight Time Rates) | Relatives |
|--|---|
| Five days | Spouse, Child, Stepchild, Parent |
| Three days | Brother, Sister, Stepparent, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Sister-in-law, Brother-in-law, Grandparent, Grandchild |

Bereavement days shall be computed on a ten (10) hour day basis during construction season and eight hours per day during the rest of the year.

“Consecutive days absence from employment with pay, commencing with the date of death ...” shall be interpreted to mean the employee’s next scheduled work days, including counting the day of death e.g. if Friday is the day of death and the employee is scheduled to work Monday through Friday, then the three consecutive days shall be calculated as Friday, Monday, Tuesday.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVII - MEALS ALLOWANCE AND LODGING EXPENSES

- A. Employees required to work extra duty shall be allowed adequate time, while remaining under work assignment, for meals. In the case of supper, employees will be allowed one (1) hour paid leave for supper when required to work continuously from the end of the normal working day to beyond 7:00 P.M.
- B. Whenever possible, coffee breaks shall be fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

ARTICLE XVIII - PENSION PLAN

The Employer shall maintain the present Pension Plan.

ARTICLE XIX - INSURANCE

- A.
- 1) The Employer shall maintain the present Blue Cross Matrix 1 health insurance plan, except that the Employer with the agreement of the Union shall have the right to change the insurance carrier provided a substantially equivalent level of benefits is provided.
 - 2) Effective January 1, 1997, the Employer will pay 90% of the premium for the individual plan and the employee shall pay 10% of the premium. Effective January 1, 1997, the Employer will pay 80% of the entire premium of the family and the employee shall pay 20% of the entire premium of the family plan.
 - 3) Joint Health Insurance Committee - A Joint Health Insurance Committee is hereby established consisting of three unit members designated by the Union and three members designated by the Employer. The purpose of the Committee is to analyze health insurance plans to determine if there is another plan that offers adequate benefits at a more reasonable cost. The Committee may recommend changes in the plan to the Union and Employer.
 - 4) Deductibles - On January 1, 1998, the annual deductibles for the health insurance plans shall become \$125 for the individual plan, \$250 for the two-person plan, and \$375 for the family plan.
 - 5) HMO Insurance - The Employer and each enrolled employee shall pay the same percentage of the HMO premium cost as they do for the indemnity plan indicated in Article XIX, A2 above.
 - 6) HMO Co-pay - The office visit co-pay for any HMO plan shall become \$15 upon ratification of the Agreement.
- B. New York State Disability Insurance: Effective January 1, 1980, or as soon as possible thereafter, the parties agree to the standard NYS carrier plan payment of premium shall be 50% paid by the County and 50% paid by the employee. Effective January 1, 1981, the County agrees to pay 100% of premiums for disability insurance. The employee must report any disability. Coverage may not be used until the employee has exhausted employee's accumulated sick leave credits.

ARTICLE XX - 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, and the starting time shall be 7:30 A.M., except a four (4) ten-hour day work week during the construction season (April 1 to November 15 inclusive) for all crews may be instituted. Employees will be given at least one weeks notice of change in the work week schedule. Assigned starting times during the construction season shall not be earlier than 5:00 A.M. Said ten (10) hour work day shall involve four (4) consecutive work days, either from Monday through Thursday or Tuesday through Friday.

Employees shall receive overtime pay at the rate of one and one half (1 ½) times the regular pay for all hours worked in excess of forty (40) hours in a single work week (i.e. 12:01 A.M. Thursday through 12 midnight Wednesday).

Employees who are called into work, or who extend their shift, may be taken off the clock after 16 hours of continuous work at the discretion of the employer. This clause shall be applied for snow or emergency situations only. An employee shall not lose more than 8 hours of their regular pay during any calendar year by application of this clause.

An employee who is called into work after having punched out shall be entitled to a minimum of two hours work.

ARTICLE XXI - WAGES

The base rate of pay shall be increased as follows and shown on Appendices A:

- A. Year 1 - 2001 - Appendix A - Increase the 2000 Base rates by 3.0% (retroactive)
Year 2 - 2002 - Appendix A - Increase the 2001 Base rates by 3.0% (effective 1/1/02)
Year 3 - 2003 - Appendix B - Increase the 2002 Base rates by 3.0% (effective 1/1/03)
Year 4 - 2004 - Appendix B - Increase the 2003 Base rates by 3.50% (effective 1/1/04)
- B. All employees shall work a minimum of forty (40) hours per week, and in the event the Employer is unable to provide work for at least forty (40) hours in any given week, the employee shall be paid their usual and regular amount of pay for working a forty (40) hour week.
- C. All stations shall have time clocks and employees shall be paid from the time of reporting till day's work is finished. However, if an employee is called to a different work site and is forced to use their own car, mileage will be paid at \$.28 per mile less the normal distance from employee's home to employee's normal work site. If the employee is directed to report to employee's original site and punches in and then goes to a new site, the employee will be paid their hourly rate. (See Schedule B for Time Clock Regulations). If during the life of the

contract, the County authorized mileage allowance by increases for other employees, it will be extended to members covered by this agreement.

ARTICLE XXII - DESCRIPTION OF DEPARTMENT SUPERVISOR

In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Highway Department shall designate by name those persons with such authority in each department and post notices of such designation in each department.

ARTICLE XXIII - ADOPTION BY-LAWS

It is understood and agreed that any benefits provided for the employees hereunder by the Washington County Highway Department currently in effect and as revised from time to time which are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all employees covered by this Agreement.

ARTICLE XXIV - WORKMEN'S COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payments shall be compensated in the following manner: Any payment received as Workmen's Compensation Benefits for absence for which the employee also receives full sick leave pay will be returned to the County as long as the employee receives full salary. The employee shall be entitled to retain any Workmen's Compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXV - LABOR MANAGEMENT COMMITTEE

The parties hereby agree to establish a Labor/Management Committee. The purpose of the Committee is to provide a formal communication system between the parties that can be used to discuss issues of mutual concern.

Each party shall point three (3) members to the Committee. In addition, from time to time, consultants, advisors, board members, etc., may be invited to attend meetings of the Committee.

Meetings shall be held on an as needed basis at a mutually agreeable time and date upon the written request of either party. Such written request shall also provide agenda items that the party wishes to discuss. However, additional issues may be raised at the meeting itself. Employees shall be "off the clock" during a Labor/Management meeting.

ARTICLE XXVI - PROGRESSIVE DISCIPLINE

The Washington County Highway Department shall establish a system of progressive discipline. The system shall consist of the following steps:

1. Oral Warning.
2. Written Warning.
3. A second warning letter or suspension without pay at employer's option.
4. Discharge.

There are some infractions which by their very nature are cause for immediate discharge. Examples of such infractions include, but are not limited to, the following, which shall be for just cause:

Fighting on premises
Intentional destruction or theft of resident, employee, or County property
Direct insubordination
Falsification of or making any material change in any county record
Unauthorized use or possession of firearms, weapons or explosives on premises.
Unauthorized use or possession of controlled substances or illegal drugs on premises
Sleeping while on duty
Leaving the work site prior to the end of the shift without authorization

ARTICLE XXVII - DURATION CLAUSE

The term of this Agreement shall be from January 1, 2001 through December 31, 2004. This Agreement shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the Agreement by at least October 31, 2004. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration of this Agreement.

ARTICLE XXVIII - BENEFIT LEVEL FOR NEW HIRES AFTER JANUARY 1, 1989

Employees hired after January 1, 1989 shall receive the following benefit levels for the benefits indicated.

| <u>Years of Employment</u> | <u>Sick Leave</u> | <u>Personal Leave</u> |
|--------------------------------|--|---------------------------|
| 1 | 4 hrs./month + 4 hrs./qtr. = 8 days/yr. | 12 hrs. |
| 2 | 4 hrs./month + 8 hrs./qtr. = 10 days/yr. | 16 hrs. |
| 3 | 6 hrs./month + 8 hrs./qtr. = 13 days/yr. | 20 hrs. |

Commencing in their fourth year of employment, employees hired after January 1, 1989, shall receive the same benefit level as employees hired prior to January 1, 1989.

ARTICLE XXIX

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

SCHEDULE "A"
GRIEVANCE PROCEDURE

BASIC PRINCIPLES

1. It is the intent of the 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. Any 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 them and make a determination within the authority delegated to them 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 their assignment. They are not designed to be used for changing such rules or establishing new ones.

PROCEDURES

An employee of the Washington County Highway Department who has a grievance shall follow the procedure as outlined below:

- Step 1. Informal Stage: Employees having a grievance and said employee's alternate steward or job steward shall orally present such grievance to their immediate superior. The immediate superior shall verbally render a 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 Unions steward may appeal such decision to the Construction and Maintenance Supervisor (CMS). Such appeal must be in writing.

SCHEDULE "A", page 2

GRIEVANCE PROCEDURE

(B) Within five (5) working days, the CMS shall review and notify the grievant and steward of their decision.

- Step 3 - If the aggrieved employee objects to the decision rendered by the CMS, the employee may, within five (5) working days appeal to the Highway Superintendent for review of the entire proceedings to date. Such request shall be in writing and shall clearly state reason(s) why the previously rendered decisions are unsatisfactory to the employee.

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

- Step 4 - If the aggrieved employee objects to the decision rendered by the Highway Superintendent, the employee may within three (3) days, appeal to the Chairman of the Board of Supervisors for a review of the entire proceedings to date. Such request shall be in writing and shall clearly state the reason(s) why the previously rendered decisions are unsatisfactory to the employee. Said Chairman may request written statements from all parties concerned in making previous decisions. They shall, within ten (10) days of the receipt of Notice of Appeal, meet with the aggrieved employee, the Union steward and the Union Representative any other person(s) whom they feel can aid them in rendering a decision concerning the aggrieved employee. A decision shall be rendered within five (5) days from date of hearing and shall be in writing with copies going to all parties involved in the grievance.
- Step 5. - If the Union objects to the decision rendered by the Chairman of the Board of Supervisors, they may, within five (5) days from the receipt of such decision, submit the grievance or grievances at issue to the Public Employees Relations Board pursuant to said Agencies Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding on the Employer and the Union.

SCHEDULE "B"

TIME CLOCK REGULATIONS

Early Punch -

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

Late Punch -

1) Only one (1) Late Punch (maximum six (6) minutes) will be excused in any two (2) week period.

2) Additional Late Punches will result in time being deducted in six (6) minute increments.

3) A disciplinary warning will be issued for four (4) late punches in any thirty (30) day period, after which during the next fifteen (15) days, any additional tardiness will result in suspension without pay for one (1) day. Any additional Late Punches within the next thirty (30) 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) 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 for emergency work (i.e. snow and ice control) will begin and end with times indicated on the employee's time card paid in six minute increments.

Field Assignment -

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

Lunch Time & Overtime Meal Break -

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

Foreman's Signature -

If for any reason an employee cannot punch employee's time card it must be signed by the foreman.

Responsibilities -

1) All hourly employees will be required to punch time clocks.

2) Employees will punch only their own time card.

3) Employee will print name, number and period ending date (Period will run from 12:01 A.M. Thursday to midnight Wednesday).

SCHEDULE "B", page 2

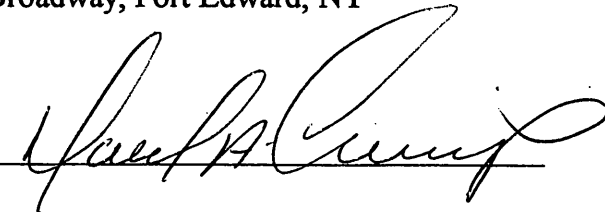
TIME CLOCK REGULATIONS

- 4) Foreman will pick up the past week's time cards and place new cards in the rack for coming week.
- 5) Foreman will turn in one (1) card for each hourly employee, even if handwritten for those on authorized leave.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY:

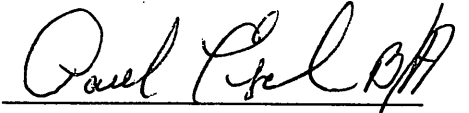
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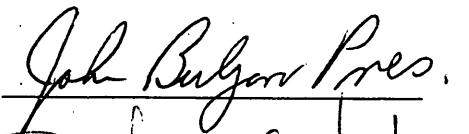
WASHINGTON COUNTY
383 Broadway, Fort Edward, NY

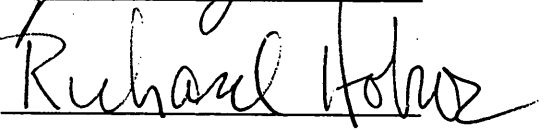
BY: 

TITLE: Chairman

TEAMSTERS LOCAL 294
890 Third Street, Albany, NY

BY: 

BY: 

BY: 

BY: 

**2001 WAGES
EFFECTIVE 01/01/2001**

| TITLE | BASE | 5 YEARS + \$.20 | 10 YEARS + \$.20 | 15 YEARS + \$.20 | 20 YEARS + \$.20 |
|-------------------|---------|--------------------|---------------------|---------------------|---------------------|
| Highway Worker #1 | \$10.39 | \$10.59 | \$10.79 | \$10.99 | \$11.19 |
| Highway Worker #2 | \$11.87 | \$12.07 | \$12.27 | \$12.47 | \$12.67 |
| Highway Worker #3 | \$12.59 | \$12.79 | \$12.99 | \$13.19 | \$13.39 |
| Mechanic | \$13.60 | \$13.80 | \$14.00 | \$14.20 | \$14.40 |
| Bridge Repair | \$12.59 | \$12.79 | \$12.99 | \$13.19 | \$13.39 |
| Auto Welder | \$13.99 | \$14.19 | \$14.39 | \$14.59 | \$14.79 |
| Carpenter #1 | \$11.76 | \$11.96 | \$12.16 | \$12.36 | \$12.56 |
| Carpenter #2 | \$12.17 | \$12.37 | \$12.57 | \$12.77 | \$12.97 |

**2002 WAGES
EFFECTIVE 01/01/2002**

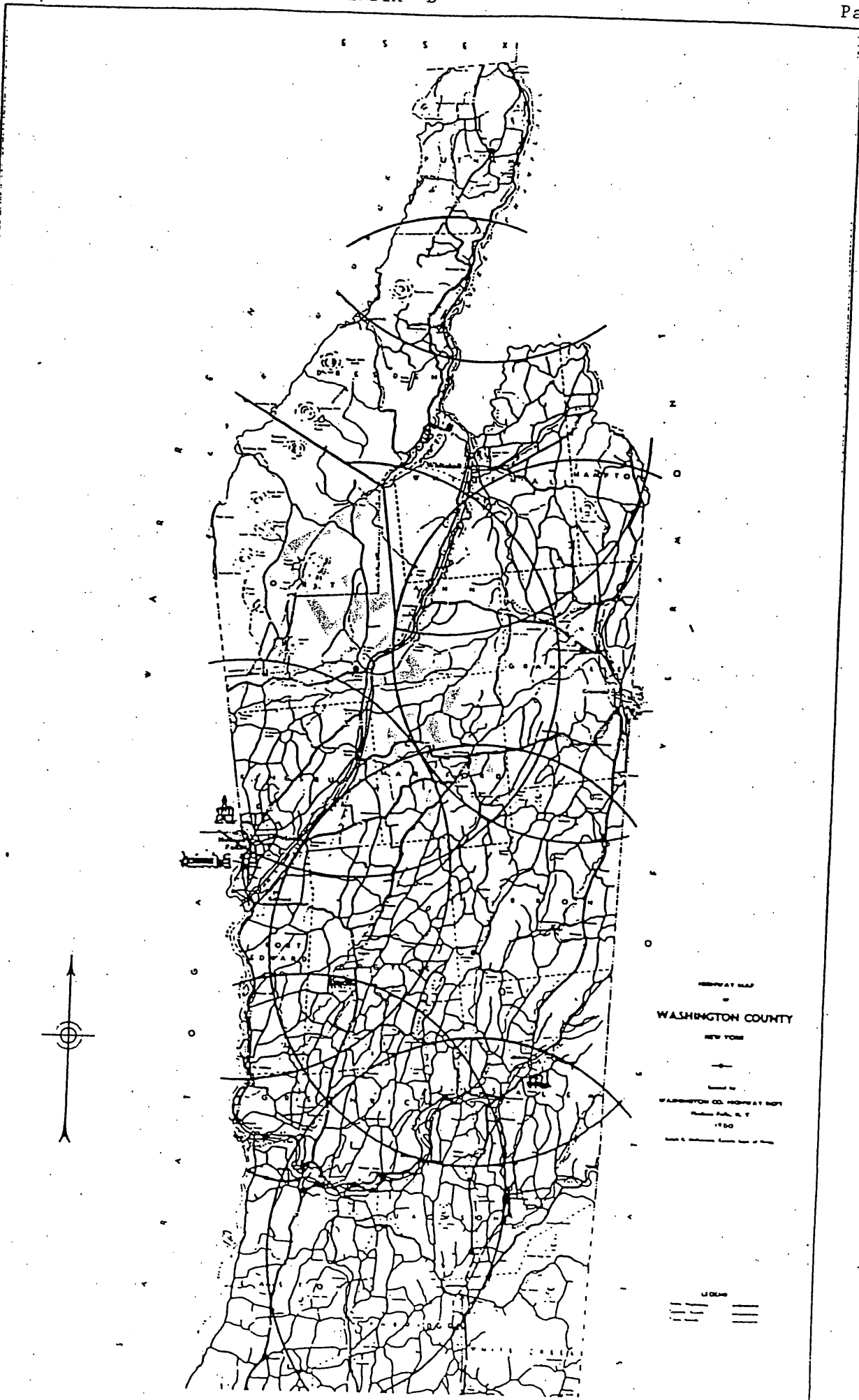
| TITLE | BASE | 5 YEARS + \$.20 | 10 YEARS + \$.20 | 15 YEARS + \$.20 | 20 YEARS + \$.20 |
|-------------------|---------|--------------------|---------------------|---------------------|---------------------|
| Highway Worker #1 | \$10.70 | \$10.90 | \$11.10 | \$11.30 | \$11.50 |
| Highway Worker #2 | \$12.23 | \$12.43 | \$12.63 | \$12.83 | \$13.03 |
| Highway Worker #3 | \$12.97 | \$13.17 | \$13.37 | \$13.57 | \$13.77 |
| Mechanic | \$14.01 | \$14.21 | \$14.41 | \$14.61 | \$14.81 |
| Bridge Repair | \$12.97 | \$13.17 | \$13.37 | \$13.57 | \$13.77 |
| Auto Welder | \$14.41 | \$14.61 | \$14.81 | \$15.01 | \$15.21 |
| Carpenter #1 | \$12.11 | \$12.31 | \$12.51 | \$12.71 | \$12.91 |
| Carpenter #2 | \$12.54 | \$12.74 | \$12.94 | \$13.14 | \$13.34 |

**2003 WAGES
EFFECTIVE 01/01/2003**

| TITLE | BASE | 5 YEARS + \$.20 | 10 YEARS + \$.20 | 15 YEARS + \$.20 | 20 YEARS + \$.20 |
|-------------------|---------|--------------------|---------------------|---------------------|---------------------|
| Highway Worker #1 | \$11.02 | \$11.22 | \$11.42 | \$11.62 | \$11.82 |
| Highway Worker #2 | \$12.60 | \$12.80 | \$13.00 | \$13.20 | \$13.40 |
| Highway Worker #3 | \$13.36 | \$13.56 | \$13.76 | \$13.96 | \$14.16 |
| Mechanic | \$14.43 | \$14.63 | \$14.83 | \$15.03 | \$15.23 |
| Bridge Repair | \$13.36 | \$13.56 | \$13.76 | \$13.96 | \$14.16 |
| Auto Welder | \$14.84 | \$15.04 | \$15.24 | \$15.44 | \$15.64 |
| Carpenter #1 | \$12.47 | \$12.67 | \$12.87 | \$13.07 | \$13.27 |
| Carpenter #2 | \$12.92 | \$13.12 | \$13.32 | \$13.52 | \$13.72 |

**2004 WAGES
EFFECTIVE 01/01/2004**

| TITLE | BASE | 5 YEARS + \$.20 | 10 YEARS + \$.20 | 15 YEARS + \$.20 | 20 YEARS + \$.20 |
|-------------------|---------|--------------------|---------------------|---------------------|---------------------|
| Highway Worker #1 | \$11.41 | \$11.61 | \$11.81 | \$12.01 | \$12.21 |
| Highway Worker #2 | \$13.04 | \$13.24 | \$13.44 | \$13.64 | \$13.84 |
| Highway Worker #3 | \$13.83 | \$14.03 | \$14.23 | \$14.43 | \$14.63 |
| Mechanic | \$14.94 | \$15.14 | \$15.34 | \$15.54 | \$15.74 |
| Bridge Repair | \$13.83 | \$14.03 | \$14.23 | \$14.43 | \$14.63 |
| Auto Welder | \$15.36 | \$15.56 | \$15.76 | \$15.96 | \$16.16 |
| Carpenter #1 | \$12.91 | \$13.11 | \$13.31 | \$13.51 | \$13.71 |
| Carpenter #2 | \$13.37 | \$13.57 | \$13.77 | \$13.97 | \$14.17 |



HIGHWAY MAP
 OF
 WASHINGTON COUNTY
 NEW YORK

Published by
 WASHINGTON CO. HIGHWAY DEPT.
 PLYMOUTH, N. Y.
 1950

LEGEND

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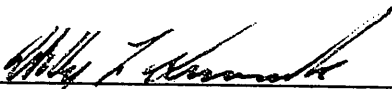
RE: *Brian Runnalls Grievance Settlement*

In full settlement of the Brian Runnalls Grievance received on July 31, 2001, Management agrees to remove the letter of Insubordination dated July 10, 2001, and that we, Teamsters Local 294, agree that operating tractor trailers is one of the job duties of Highway Worker III.


Agreed

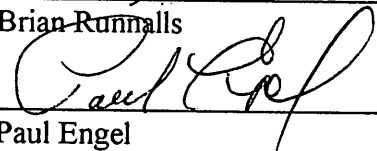
Washington County

Teamsters Local 294



Willy F. Grimmke, P.E.



Brian Runnalls


Paul Engel

Dated: 8/20/01