



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Jasper, Town of and Joint Council 18, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 317 (2005)**

Employer Name: **Jasper, Town of**

Union: **Joint Council 18, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **317**

Effective Date: **01/01/05**

Expiration Date: **12/31/07**

PERB ID Number: **8765**

Unit Size: **3**

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 14 2006

OFFICE OF THE CHAIR

LABOR AGREEMENT
BETWEEN
TEAMSTERS LOCAL 317
AND
THE TOWN OF JASPER, New York

JANUARY 1, 2005 - DECEMBER 31, 2007

TABLE OF CONTENTS

ARTICLE 1	- RECOGNITION		1
ARTICLE 2	- EMPLOYEE ORGANIZATION RIGHTS		
Section 1	- Union Security		1
Section 2	- Dues and Other Deductions		2
Section 3	- Inspection Privileges		2
Section 4	- Stewards		2
Section 5	- Non-Discrimination		3
Section 6	- Picket Line		3
Section 7	- Bulletin Board		3
ARTICLE 3	- MANAGEMENT RIGHTS		3
ARTICLE 4	- BARGAINING UNIT		
Section 1	- Defined		3
Section 2	- Protection of Unit Work		4
ARTICLE 5	- SENIORITY		
Section 1	- Seniority List		4
Section 2	- Probation		4
Section 3	- Application of Seniority		4
ARTICLE 6	- DISCIPLINARY ACTION		5
ARTICLE 7	- GRIEVANCES		
Section 1	- Defined		5
Section 2	- Grievance Procedure		5
ARTICLE 8	- REVIEW OF PERSONAL HISTORY FOLDER		6
ARTICLE 9	- EXAMINATIONS		6
ARTICLE 10	- HEALTH AND SAFETY		
Section 1	- Equipment		6
Section 2	- Dangerous Conditions		6
Section 3	- Protective Clothing		7
ARTICLE 11	- WAGES AND HOURS		
Section 1	- Hours		7
Section 2	- Wages		8
Section 3	- Emergency Call In Provision		8
Section 4	- Separation of Employment		9
Section 5	- Layoff Notice		9
ARTICLE 12	- HEALTH AND WELFARE		9
ARTICLE 13	- PENSION		10

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

JUL 14 2006

OFFICE OF THE CHAIR

TABLE OF CONTENTS

ARTICLE 14	- HOLIDAYS	10
ARTICLE 15	- LEAVE	
Section 1	- Discretionary Leave	11
Section 2	- Vacation	11
Section 3	- Personal Days	11
Section 4	- Sick Days	11
Section 5	- Sick Leave	11
Section 6	- Military Leave	12
Section 7	- Jury Duty and Compelled Appearances	12
ARTICLE 16	- FUNERAL LEAVE	12
ARTICLE 17	- MAINTENACE OF STANDARDS	12
ARTICLE 18	- SAVINGS AND SEPARABILITY	12
ARTICLE 19	- DECLARATION OF NO STRIKE POLICY	13
ARTICLE 20	- CLOTHING ALLOWANCE	13
ARTICLE 21	- SUBCONTRACTING	13
ARTICLE 22	- LEGISLATIVE ACTION	13
ARTICLE 23	- DURATION, NOTIFICATION, REOPENING	14

ARTICLE 1 RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, AFL-CIO, and Teamsters Joint Council 18, hereinafter called the "Union", and the TOWN OF JASPER, New York, hereinafter called the "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).

ARTICLE 2 - EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 - UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

When the Employer needs additional men, the Union shall be given equal opportunity with all sources to refer suitable applications, but the Employer shall not be required to hire those referred by the Union. It is understood that the Employer shall give preference to residents of the Town of Jasper. The Employer shall give preferential consideration to present employees in filling the position of Assistant Town Maintenance Supervisor by inviting employees of the bargaining unit to apply for the position and considering the application of its employees prior to inviting applications from the public at large.

SECTION 2 - DUES AND OTHER DEDUCTIONS

Check-off: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

SECTION 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to.

SECTION 4 - STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and Alternates from the Employer's seniority list. The authority of Job Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Job Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Job Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the Job Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Job Steward".

SECTION 5 - NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 - PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union. If an employee finds themselves faced with this situation he/she must immediately contact his/her immediate supervisor and make them aware of the situation. It is further agreed that no employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such employee be subject to any form of disciplinary action as a result of such damage.

SECTION 7 - BULLETIN BOARD

The Union shall provide a bulletin board in the work place for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects but only through the grievance procedure provided for in this Agreement.

ARTICLE 4 - BARGAINING UNIT

SECTION 1 - DEFINED

The terms and conditions of this Agreement shall apply to all non-supervisory and non-clerical employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned and/or related to the duties of the Town of Jasper Highway Employees, except that persons employed pursuant to Workfare or who are temporary or part-time shall not be included within the bargaining unit.

SECTION 2 - PROTECTION OF UNIT WORK

Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement, except that this restriction shall not apply in the case of the Highway Superintendent performing unit work. No bargaining unit member shall be laid off as a result of bargaining unit work being performed by persons employed pursuant to Workfare, Summer Youth Programs, temporary employees or part-time employees.

The Highway Superintendent has the right of job assignment over all bargaining unit employees. Nevertheless, the Highway Superintendent shall consider union membership and seniority when assigning jobs to part-time or temporary employees.

ARTICLE 5 - SENIORITY

SECTION 1 - SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2 - PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a six (6) month trial basis during which period he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list.

After six (6) months, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

SECTION 3 - APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, vacations, and overtime.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5th) day before such employee's seniority shall be broken. A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

ARTICLE 6 - DISCIPLINARY ACTION

Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

Any employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The employee shall not be required to sign any statement arising out of the questioning. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording. Proper notification must be given to all involved parties and only those involved in such proceedings along with their respective representative will participate in same.

ARTICLE 7 - GRIEVANCES

SECTION 1 - DEFINED

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

SECTION 2 - GRIEVANCE PROCEDURE

The procedural steps of the grievance procedure shall be as follows:

Step 1: The Employer shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Highway Superintendent to reach an amicable solution. The presentation may be either oral or written.

Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Town Board governing the operations of the Highway Department. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may be either oral or written.

Step 3: If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party **to the New York State Public Employment Relations Board** for final and binding arbitration. The costs of such arbitration shall be borne equally by the Employer and the Union.

ARTICLE 8 - REVIEW OF PERSONAL HISTORY FOLDER

An employee shall, within five working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employees simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies. Additional copies will be made available to the employee at a reasonable cost per copy to that employee.

Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over two (2) years old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

ARTICLE 9 - EXAMINATIONS

Any expense for any examinations or licensing, excluding the Commercial Drivers License (CDL), required by the Employer or required by law shall be paid by the Employer except to the extent that the employee's health insurance covers such expenses, in which case such portion covered by the Employee's health insurance shall be the responsibility of the employee.

Further, it is agreed that no employee shall be asked or required to submit to drug or polygraph testing, other than those required by law, or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

ARTICLE 10 - HEALTH AND SAFETY

SECTION 1 - EQUIPMENT

The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment.

SECTION 2 - DANGEROUS CONDITIONS

Except for the conditions normal to highway maintenance, under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

SECTION 3 - PROTECTIVE CLOTHING

The Employer shall provide to the employees the necessary OSHA required safety equipment including but not limited to, hard hats, safety glasses, safety vests, and flags.

ARTICLE 11 - WAGES AND HOURS

SECTION 1 - HOURS

The standard workweek for all full time employees shall be forty (40) hours. The standard workweek shall consist of five (5) consecutive eight (8) hour workdays running from Monday through Friday inclusive. All hours worked in excess of eight (8) hours per day or forty (40) hours per week or both shall be compensated at the rate of one and one-half times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement.

The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal and street cleaning. The Employer shall give the employee at least three (3) days notice of any change of work schedule. Employees may elect to work on the weekend if such work is scheduled by the Employer. Employees shall be called in order of seniority, and an employee so called may decline to work, provided that an employee's declination shall not be effective if by declining to work, the Employer would not have a sufficient number of employees to work. However, in the event of an emergency, employees shall report when called, if available. The terms of Section 3 of this Article shall apply in such situations. Work scheduled for weekends shall be compensated at a rate of time and one-half (1 ½). It is further agreed that all opportunity to work overtime will be divided as equally as possible between all of the bargaining unit members. This compensation shall be in addition to all other benefits provided for by this Agreement.

The normal start time shall be 7:00 A.M. with a paid one-half hour period to be taken as break period(s). This break period shall be broken down into two shorter break periods that combined equal one-half hour, typically one being at mid-morning and the other being at mid-afternoon. The break period(s) shall be taken at the time(s) scheduled by the Employer. Further, each employee shall receive daily an unpaid one-half hour lunch break between the hours of 11:30 AM and 1:30 PM. Employees shall be allowed to stop work five (5) minutes before quitting time at the end of each shift for the purpose of washing up.

Employees ordered to start before the normal start time shall receive a paid fifteen (15) minute additional break. Employees working two hours past the end of the normal workday, as defined in the first paragraph of this Article, shall receive a paid fifteen (15) minute additional break. Employees working five (5) hours past the end of the normal work day shall receive a paid one-half hour meal break in addition to the break that is granted after having worked for two (2) hours past the end of the normal workday. When the situation demands, employees shall work overtime. However, no employee shall be required to work an unreasonable amount of overtime.

SECTION 2 - WAGES

All employees under this agreement shall be classified as one of the following:

- Mechanic
- Heavy Motor Equipment Operator (HMEO)
- Motor Equipment Operator (MEO)
- Laborer

The following wage scales shall prevail:

EFFECTIVE:	1/1/2005	1/1/2006	1/1/2007
MECHANIC	\$13.98	\$14.48	\$14.98
HMEO	\$12.94	\$13.44	\$13.94
MEO	\$12.77	\$13.27	\$13.77
LABORER	\$9.33	\$9.83	\$10.33

NOTE: A mechanic who maintains a CDL shall receive fifty cents (\$.50) more an hour than a mechanic without a CDL.

To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

NEW HIRES: The starting rate for all new employees shall be seventy-five cents (\$.75) per hour less then the above wage scales for the first six (6) months of employment.

PART-TIME EMPLOYEES: The wage rate for all part time employees shall remain at seventy-five cents (\$.75) per hour less then the appropriate rate per classification as set forth in the above wage scales.

LONGEVITY BONUS: In addition to the base wage rates set forth above, the following hourly longevity bonuses shall be paid:

- 10 years seniority \$.15 p/hr
- 20 years seniority \$.30 p/hr

PAY DAY. Employees shall be paid by 2:00 P.M. bi-weekly on Fridays. Errors or shortages shall be corrected by lunch break on the work day following payday except in cases where the shortage is more than twenty-five dollars (\$25.00), in which case the shortage shall be paid by the end of the employee's shift on the third work day following payday.

SECTION 3 - EMERGENCY CALL IN PROVISIONS

Any employee called in for emergency work shall perform only the work for which he/she was called and shall be paid one and one-half times (1 ½) his/her regular rate of pay. Employees shall be paid for all time worked during such emergency, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

Employees called in for emergencies or before their regular starting time shall be allowed at least one-half (1/2) hour to report for work.

SECTION 4 - SEPARATION OF EMPLOYMENT

If the Employer discharges an employee, the Employer shall pay all money due to the employee on the next regular pay day following the discharge. If the Employer fails to pay the employee on the next regular pay day, it shall be liable for liquidated damages in the amount of eight (8) hours pay for each day of delay. The liquidated damages shall be payable at the employee's normal rate of pay in effect immediately before his/her discharge. If an employee quits voluntarily, the Employer shall pay all money due to the employee on the next payday following such quitting. "Money due" shall all include, but not be limited to, wages, accrued vacation, and personal leave credits, except that upon a retirement, "money due" shall also include accrued discretionary days, but such discretionary credits shall not exceed one hundred twenty (120) days.

SECTION 5 - LAY OFF NOTICE

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 12 - HEALTH AND WELFARE

The Employer agrees to sign and make part of this Agreement the standard New York State Teamsters Health and Hospital Fund Participation Agreement and accompanying documents at the following weekly rates for all employees:

EFFECTIVE	SINGLE	2 PERSON	FAMILY
1/1/2005	\$78.00	\$151.60	\$213.30
1/1/2006	\$89.80	\$174.00	\$230.30
1/1/2007	\$102.85	\$194.35	\$262.85

The employee contribution will be as follows:

Employees hired prior to 1/1/05		Employees hired after to 1/1/05:	
Single	\$5.00 per pay period	Single	\$10.00 per pay period
Two Person	\$10.00 per pay period	Two Person	\$20.00 per pay period
Family	\$20.00 Per pay period	Family	\$30.00 per pay period

The Employer agrees to continue payments on behalf of a laid off or terminated employee for sixty (60) working days past the date of layoff or termination.

The Employer shall provide employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law.

ARTICLE 13 - PENSION

The Employer agrees to place the employees into the New York State Employee retirement System at Tier 4. The employees are required by the State to contribute 3% of their wages into the Employee Retirement System.

DEFERRED COMP. Further, the Employer agrees to participate in the New York State Deferred Compensation Plan for the employees in accordance with the standards, rules and regulations of the Deferred Compensation Board and the applicable Internal Revenue Code provisions.

ARTICLE 14 - HOLIDAYS

The following paid holidays shall be observed by the Highway Department:

- New Year's Day
- Good Friday
- Memorial Day
- **The week of 4th of July**
- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

NOTE: Because July 4th week, 2001 has passed, Election Day will be designated as the additional holiday. Beginning 2002 and thereafter this holiday will be granted during the week that includes July 4th.

If any holiday falls on a weekend, the observation of the Holiday shall be either on the last regularly scheduled workday before the weekend or on the first regularly scheduled workday after that weekend.

If any of the specified holidays fall when an employee is on vacation, the Employee shall have the option to receive an additional personal leave day or to receive an additional day's compensation for each holiday so falling. The additional day's compensated shall be for eight (8) hours.

Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) hours.

Employees eligible for holiday pay who are scheduled to work on the holiday shall receive, in addition to the holiday pay at straight time, double time for the hours worked, with a two (2) hour guarantee, for both regularly scheduled work and work under the emergency provisions of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

An employee must have worked his/her last scheduled work day preceding and his/her first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the Employee receives Workers' Compensation. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay. Laid off and furloughed employees shall not be eligible for holiday pay.

ARTICLE 15 - LEAVE

SECTION 1 - DISCRETIONARY LEAVE

Each employee hired prior to 1/1/01 shall be granted one hundred ninety-two (192) discretionary leave hours annually **at the rate of sixteen (16) monthly** and shall receive eight (8) hours or ten (10) hours pay per day, as appropriate, in addition to all other benefits provided for by this Agreement.

Employees hired after 1/1/01 shall be granted discretionary leave hours as described below and shall receive eight (8) or ten (10) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement.

<u>YEARS</u>	<u>HOURS</u>
1	80
2	88
3	96
4	104
5	112
6	136
7	152
8	168
9	172
10	192

Each employee shall give the Employer as much possible advance notice of his/her decision to take discretionary leave.

Employees may accumulate nine hundred sixty (960) discretionary leave hours.

The Employer agrees to post employees discretionary leave monthly.

SECTION 2 - VACATION

Employees shall receive paid vacation time from the number of paid hours received set forth in Section 1 of this Article. **In the event an employee has banked discretionary hours and wishes to go on vacation, the Employer agrees to pay the employee prior to the vacation as long as the employee gives reasonable notice.**

SECTION 3 - PERSONAL DAYS

Employees shall receive paid personal days from the number of paid hours received set forth in Section 1 of this Article.

SECTION 4 - SICK DAYS

Employees shall receive paid sick days from the number of paid hours received set forth in Section 1 of this Article.

SECTION 5 - SICK LEAVE

Employees shall receive paid sick leave from the number of paid hours received set forth in Section 1 of this Article.

SECTION 6 - MILITARY LEAVE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

The Employer shall grant leave for service in the military reserves or National Guard as required by the employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

SECTION 7 - JURY DUTY AND COMPELLED APPEARANCES

Any regular employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between eight hours pay at his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE 16 - FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee eight (8) or ten (10) hours pay per day, as applicable, as set forth below. This compensation is in addition to all other benefits provided for by this Agreement. The leave is to enable the employee to attend to matters relating to the death of the family member.

Compensation, under this Article, shall not exceed three (3) days for parents, spouse, children and siblings.

ARTICLE 17 - MAINTENANCE OF STANDARDS

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 18 - SAVINGS AND SEPARABILITY

If any Article or Section of this Agreement, or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 19 - DECLARATION OF NO STRIKE POLICY

In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE 20 - CLOTHING ALLOWANCE, UNIFORMS

The Employer agrees to provide all employees with eleven (11) colored T-Shirts per year which the employees are responsible for cleaning. Additionally, the Employer agrees to provide all employees with a shoe allowance effective:

1/1/05	\$100.00
1/1/06	\$150.00
1/1/07	\$200.00

The employees agree to use this money to purchase OSHA compliant shoes.

ARTICLE 21 - SUBCONTRACTING

The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

ARTICLE 22 - LEGISLATIVE ACTION

The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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

ARTICLE 23 - DURATION, NOTIFICATION, AND REOPENING

This Agreement shall continue in full force and effect from **JANUARY 1, 2005** though **DECEMBER 31, 2007**.

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

+++++

AGREED TO AND SIGNED BY:

TEAMSTERS LOCAL 317, Affiliated
with the International Brotherhood
of Teamsters, AFL-CIO, by:

William E. Arnold
Business Agent

DATE: 3-3-05

TOWN OF JASPER, NEW YORK
HIGHWAY DEPARTMENT,
by:

Lucille L. Kernan
Town Supervisor

DATE: 3/10/05



STATE OF NEW YORK
PUBLIC EMPLOYMENT RELATIONS BOARD

80 WOLF ROAD
ALBANY, NEW YORK 12205-2670
TEL. (518) 457-2690
FAX (518) 457-2664
www.perb.state.ny.us

MICHAEL R. CUEVAS
CHAIRMAN

OFFICE OF
ADMINISTRATION

May 17, 2006

Angela Brunner
Town Supervisor
Town of Jasper
3201 Cty Rte 31
Greenwood, NY 14839

Dear Representative:

As you may be aware, one of PERB's statutory functions is "to make studies and analyses of, and act as a clearing house of information relating to, conditions of employment of public employees throughout the state" {CSL Sec. 205(e)}. Again we are asking for your cooperation in updating our file of public sector labor contracts and database of contract terms. *Attached are Contract Analysis Program forms that identify your agreements in our files which have expired or for which we have no information.* If a more recent contract has been completed, **please complete and return these forms along with a copy of the new contract, indicating on the cover in the lower right-hand corner the number of employees covered by the agreement.** PERB Rule 214.1 requires employers to provide these contracts pursuant to NYCRR, title 4, chapter VII. If a new contract has not been finalized or is currently under negotiation, please submit a completed survey and a copy of the contract when printed.

The information contained in these agreements is accessible through physical examination of the contracts themselves. However, through your cooperation, some analysis of this data is more readily achievable. Our Contract Analysis Program is building a comprehensive database of key contract items. We ask that you please complete the attached forms as soon as possible.

On the back of this letter are instructions which will aid and simplify completion of the forms. Please take special note of Part VI of the form (Notice/Consultation). To ensure that all interested parties may have confidence in the accuracy of the data being provided; we ask that you indicate that the employee organization representing the particular unit either has participated in the completion of the survey, or simply has been provided a copy of the completed form, along with a copy of this letter.

Contracts and completed forms may be sent to us at the letterhead address. Forms may also be faxed to (518) 457-2664. Contracts may be electronically mailed to rhess@perb.state.ny.us If either party to any agreement has questions or needs additional forms, or if there is disputed data, feel free to call Robert Hess at (518) 457-2922.

Thank you for your cooperation in this effort. We believe it benefits all of us interested in collective bargaining.

Sincerely,

Michael Cuevas