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

Local: **264**

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8469

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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TOWN OF LEWISTON

AND

HIGHWAY & DRAINAGE DEPARTMENT

REPRESENTED BY

TEAMSTERS LOCAL 264

AFFILIATED WITH

THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED

APR 14 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

EFFECTIVE

JANUARY 1, 2002 - DECEMBER 31, 2004

Rec'd 2/20/03
cc Town Board

14 Employees
Covered
By Agreement

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LEGISLATIVE REVIEW

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.

STATEMENT OF PURPOSES

It shall be the policy of the Town of Lewiston in the purpose of this Agreement to promote harmonious and cooperative relationships between said Town and the Highway and Drainage employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operation and functions. This Agreement is made between the Town of Lewiston, hereinafter referred to as the "Employer" and The Highway and Drainage Department represented by Teamsters Local #264, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to set forth the basic Agreement governing wages, hours of work, and other terms and conditions of employment to be observed by the parties hereto.

NOW THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

Section 1.1: The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other terms and conditions of employment and the administration of grievances arising thereafter for the term of the Agreement for all Town of Lewiston Highway & Drainage Department employees, operators, laborers and other as certified by PERB Case No. C-4466. Excluded is the Highway Superintendent, Deputy Highway Superintendent, Typist, Clerical and Administrative Staff, and Seasonal employees.

Section 1.2: The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

ARTICLE 2 - DEFINITIONS

Section 2.1: Part-Time Employees - a regular employee is an employee who works on a schedule basis for at least twenty (20) hours per week but not more than forty (40) hours per week for a maximum of eight (8) consecutive weeks.

Section 2.2: Part-Time Employees - are entitled to the protection and benefits afforded by this collective bargaining agreement only to the extent specifically stated in the appropriate section.

Section 2.3: Part-Time Employees - shall receive the right of first refusal on any full-time position based upon their seniority as a part-time employee.

Section 2.4 Seasonal Employees - a seasonal employee is one who is hired for the summer months for a period not to exceed 120 days.

Section 2.5: Seasonal Employees - are not entitled to the protection and benefit afforded by this collective bargaining agreement and are excluded from the bargaining unit.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 3.1: Management Rights - Except as specifically modified by other Articles of this Agreement, the Union recognizes the sole and exclusive right of the Employer to make and implement decisions with respect to the management of its operations in all respects. Such rights include but are not limited to the following: to plan, direct, control and determine all the operations and services of the Town; to supervise and direct the working force; to schedule and assign overtime, to determine the methods, means and organization by which operations are conducted; to make, alter and enforce rules and regulations, policies and procedures; to evaluate employees; to discipline, suspend and discharge employees for cause (except probationary employees without cause); to change or eliminate existing methods, equipment of facilities; and to carry out the mission of the Town.

Section 3.2: Rules and Regulations - Employees shall be required to comply with all rules and regulations, policies and procedures of the Town assuming such are not inconsistent or in conflict with the terms of this Agreement. New or revised rules, regulations, policies and procedures may be established from time to time.

ARTICLE 4 - NO STRIKE CLAUSE

Section 4.1: The Union recognizes that status of the Town of Lewiston Highway & Drainage Department employees as "public employees" and the provisions of law applicable thereto.

Section 4.2: The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best to prevent and terminate the same.

Section 4.3: No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 5 - DUES & CHECKOFF AUTHORIZATION

Section 5.1: An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A. Upon receipt of the authorization from the employee, the Town shall, pursuant to the authorization, deduct dues from the wages of the employee each pay period.

Section 5.2: The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NY 14227**

Section 5.3: The Union shall certify to the Employer in writing the current rate of membership dues and give the Employer thirty (30) days notice to the effective date of any changes.

Section 5.4: The Employer further agrees to grant the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

Section 5.5: Agency Shop - Fee deductions of an equal amount to union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

Section 5.6: If through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages.

Section 5.7: On the effective date of this Agreement, the Employer shall supply to the Union at the address listed in Section 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, address, social security number, job title and first date of seniority. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 6 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1: The provisions of this Agreement shall be applied equal to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 6.2: In connection with the Equal Employment Opportunity Program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its policy to provide equal employment opportunity for all individuals on the basis of qualifications and merit without regard to race, color, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

Section 6.3: All reference to employees in this Agreement designated both sexes and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.4: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 7 - BULLETIN BOARDS

Section 7.1: The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE 8 - ACCESS TO EMPLOYEES

Section 8.1: Each contract year, the Employer will furnish the Union a list of new employees in the unit. Such list of new employees shall contain the name, address, position and salary.

ARTICLE 9 - UNION BUSINESS

Section 9.1: Properly designated Union Stewards shall request permission from the Department Head for a reasonable amount of time off the job to conduct Union business such as: process grievances, disciplinary meeting, PERB, arbitration without loss of pay. Such time will be granted provided it does not interfere with the normal operation of the Department.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1: It is hereby agreed between the parties hereto that all Town employees, excluding temporary employees, probationary employees and new hires who have been employed by the Town shall not be suspended without pay, discharged, receive a disciplinary demotion or letter of reprimand except as provided in Section 10.2:

Section 10.2: Any employee who is suspended without pay, discharged, received a disciplinary demotion or letter of reprimand must be served with a notice of such action setting forth the reason for such action. This notice is to be presented to such employee at the time the action is taken and a copy is to be served within twenty-four (24) hours upon the employees Teamsters Local #264 representative. The Town may establish and enforce binding rules in connection with its operation and maintenance of discipline.

Section 10.3: Any employee alleging that he has been suspended without pay, discharged, received disciplinary demotion, a letter of reprimand or any type of written or oral disciplinary action without cause shall have full recourse to the following procedure.

Step 1:

The grievance shall be submitted in writing and signed by the aggrieved party and presented to the Department Head within five (5) days following such action. The Department Head shall serve a written reply to the aggrieved party within five (5) business days of the submission of the grievance.

Step 2:

In the event that the grievance is not disposed of under Step 1 above of this procedure, the aggrieved may request a review of the grievance with the Town Supervisor. Such a request shall be submitted within five (5) business days from conclusion of Step 1. The Town Supervisor shall serve a written reply to the aggrieved employee within fifteen (15) business days following the request for review.

Step 3:

In the event the grievance is not disposed of under Step 2 of this procedure, the aggrieved may submit the grievance to final and binding arbitration.

Step 4:

The Federal Mediation and Conciliation Service shall be petitioned to submit a panel of seven (7) persons from which the parties shall elect an arbitrator by alternating striking out of names from the panel submitted. The remaining person shall be designated the arbitrator.

The fees and expenses of the arbitrator shall be shared equally by the parties to this Agreement.

The Arbitrator shall not have jurisdiction or authority to add to, modify, detract from or alter in any way, the provisions of the Agreement between the Teamsters Local #264, the Town of Lewiston Unit, and the Town of Lewiston or any amendment or supplement thereto.

If the procedures contained herein have not been adhered to, said grievance shall be returned to the parties without decision. The time limitation as specified herein may be waived by written mutual agreement of the parties to the dispute.

ARTICLE 11 - HOURS

Section 11.1: All first shift or day employees covered by this Agreement shall work five (5) consecutive days per week, Monday through Friday, eight (8) hours per day, forty (40) hours per week. The day employees will be entitled to a half hour (1/2) unpaid lunch and two (2) fifteen minute paid break periods each work day.

ARTICLE 12 - OVERTIME

Section 12.1: Hours in excess of an employee's regular scheduled hours per week or hours in excess of an employee's scheduled work day shall constitute overtime when authorized by the Superintendent of Highways.

Section 12.2: Employees who work overtime shall receive time and one-half (1 & 1/2) their regular base rate for necessary hours worked. Overtime work must be authorized in advance by the Department Head. However, no employee shall be required to work overtime, except in an emergency, unless he has been given reasonable notice in advance considering all circumstances. Failure of an employee to perform required overtime work may be considered a cause for disciplinary action.

Section 12.3: Rest Breaks - employees who work in excess of four (4) consecutive hours shall be required to take one-half (1/2) hour time off for meals or rest after each consecutive four (4) hours of overtime work, which shall not be considered as time worked.

Section 12.4: Call-in Pay - an employee who is called for emergency duty or in addition to or outside of the employee's normal work schedule shall be paid a minimum of two (2) hours pay at the rate of one and one-half (1 & 1/2) of the employee's hourly straight time rate.

Section 12.5: Overtime Computation - hours for pay received by employees for sick day will not be counted in the computation of overtime, unless the overtime is deemed an emergency.

Section 12.6: Rotation of Overtime

- a. All overtime, regardless of its type or condition surrounding its need, shall be offered to all MEO's and Laborers first on a rotating basis. (Except when a special skill is needed)
- b. There shall be a fiscal year overtime chart from July 1, to June 30, with running totals of overtime worked and refused posted on the Union bulletin board.
- c. Overtime on the day, which is deemed necessary by the Highway Superintendent or his designee, can be refused, but will result in those hours counting as hours worked.
- d. There shall be a difference of no more than twenty-five (25) hours overtime between employees per fiscal year. If there are more than twenty-five (25) hours difference between employees, the said difference above twenty-five (25) hours shall be paid out at time and one half (1½) the employees regular hourly rate.
- e. Employees shall be given forty-eight (48) hour notice for scheduled overtime, less than forty-eight (48) hour notice, employees may refuse overtime and those hours will not be held against the employees.
- f. While on vacation an employee who refuses scheduled overtime, those hours will not be held against the employee.
- g. Mechanics shall be offered overtime first for all mechanical work.
- h. Employees on disability or workers' compensation, all overtime that is offered, will count as time worked. Employees who return to work after disability or worker's compensation will be at par with the employee directly above in seniority, in the rotation of overtime.

ARTICLE 13 - HOLIDAYS

Section 13.1: Paid holidays observed by the Town of Lewiston Highway Department are as follows:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- One (1) Floating Holiday

Section 13.2: If the holiday falls on a Saturday, it shall be observed on the Friday preceding it. If the holiday falls on a Sunday, the holiday shall be observed on the following Monday. Employees must work their scheduled day before and the day after a holiday in order to be eligible for holiday pay. Employees scheduled to work on a holiday must do so.

Section 13.3: Holidays will be paid at the straight time rate. If the employee is required to work due to an emergency on any of the above holidays or days celebrated as a holiday, (Exception, Floating Holiday) the employee will receive holiday pay, plus two times his straight time rate.

ARTICLE 14 - VACATIONS

Section 14.1: During this contract term, all regular full-time employees who have been continuously employed by the employer shall be entitled to vacations with pay earned on an annual basis determined from the anniversary date in accordance with the following schedule:

AFTER COMPLETION OF	NUMBER OF WEEKS OF VACATION
1 - 4 Years	2
5 - 9 Years	3
10 - 14 Years	4
15 - Over Years	5

Section 14.2: Vacation earned during one (1) anniversary year shall not become the property of the employee and shall not be taken or paid for until the commencement of the next year. Upon the death or termination of the employee, all of the employee's vacation time earned during the previous year, but not taken by the employee or paid by the employer, shall be paid to the employee or his estate.

Section 14.3: If any one of the enumerated holidays falls on an employee's vacation, the holiday will not be charged against vacation credits.

Section 14.4: As far as possible, vacation shall be grant to employees at the time most desirable to them, but the final right to determine the time of vacation for any employee is expressly reserved to the employer in order to ensure orderly operations of its business.

Section 14.5: Employees request for pay at the start of vacation with two (2) weeks notice to the payroll department.

Section 14.6: Employees are encouraged to take their vacations in five (5) day blocks, to enable the smooth operation of their respective department. In the event that a vacation request is submitted for less than five (5) days, it shall be final decision of the department head to grant or deny the request.

ARTICLE 15 - SICK LEAVE

Section 15.1: The purpose of sick leave with pay is to afford the employee a degree of protection against the loss of any pay which he would otherwise incur because of the injury or illness. Sick leave with pay is not to be granted for any other reason.

Section 15.2: Sick leave shall be granted at the rate of one (1) day for each full month of work to a maximum of twelve (12) days per year. Employees may accumulate up to one hundred eighty (180) days. This accumulation existing January 1 of each year for the preceding year. Any use of sick leave during a month shall void the accumulation of a sick leave day that month.

Section 15.3: Employees must notify their Department Head prior to their normal starting time of each work day. Failure to notify the Department Head will result in loss of pay for the illness.

Section 15.4: Absences exceeding five (5) consecutive days must require a doctor's report certifying that the employee is satisfactory to return to work, prior to the employee's actual commencement of work.

Section 15.5: The Town retains the right to check each person reporting sick. The employee being paid is required to be at home unless he produces evidence otherwise from a doctor, hospital or clinic visitation.

Section 15.6: In the event of prolonged illness to a regular long term employee with three (3) or more years of service, a request may be made to the Town Board for additional sick leave up to twenty (20) days at half pay after all vacation and personal days are used. Such request must be in writing with medical confirmation as to the inability of the employee to perform their regular work duties. The Board, at its discretion, will make a judgment based on the particular situation.

Section 15.7: Employees as an incentive, may include up to one hundred (100) accumulated sick leave days for retirement credit, up to a cost of four thousand (\$4,000.00) dollars.

Section 15.8: The Town shall provide New York State Disability Benefits.

ARTICLE 16 - FUNERAL LEAVE

Section 16.1: Employees shall be granted five (5) days bereavement leave in the event of a death to an employee's immediate family member, husband, wife, child (foster or other), father or mother. Such leave shall consist of five (5) consecutive work days commencing on the date of death and two (2) work days after burial. In the case of death to any other family members as described in Section 16.6, the employee shall be granted three (3) days bereavement leave. Such leave shall consist of three (3) consecutive workdays and shall commence between date of death and date of burial. Only regular scheduled working days will be granted as bereavement leave days.

Section 16.2: Such leave shall consist of three (3) consecutive work days and shall commence between the date of death and the day after the burial.

Section 16.3: The employee is to notify his Department Head, as soon as practical, who will authorize such leave.

Section 16.4: If the death of an immediate relative occurs during vacation, sick leave, or off duty, no bereavement leave shall be granted for days covered by vacation, sick leave or off duty period.

Section 16.5: Upon return to work, the employee is to provide evidence of said death to his Department Head.

Section 16.6: Other family is defined as brother, sister, grandfather, grandmother, mother-in-law, father-in-law or other relative(s) residing in the household and considered dependent(s) under income tax regulations.

ARTICLE 17 - PERSONAL LEAVE

Section 17.1: All full-time employees shall be granted two (2) days per year for the purpose of conducting personal business.

Section 17.2: Requests for personal leave must be submitted to the Department Head in writing at least forty-eight (48) hours in advance, except in the case of an emergency.

Section 17.3: Personal leave may be carried over in the first three (3) months of the year.

ARTICLE 18 - LEAVE FOR JURY DUTY

Section 18.1: Upon proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the Court Clerk.

Section 18.2: Employees will report to work prior to or subsequent to the performance of their jury duty, on the same day, if the complete day is not all credited to jury duty.

ARTICLE 19 - LEAVE OF ABSENCE WITHOUT PAY

Section 19.1: Application for leave without pay must be filed by the employee in writing with the Department Head. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Department Head, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in the sole discretion of the Town Board.

Section 19.2: The leave of absence, without pay, shall not be unreasonably denied any employee.

ARTICLE 20 - RETIREMENT

Section 20.1: The Employer will continue to provide, subject to correction, retirement benefits now provided pursuant to Section 75(l) and Article 14 of the New York State Retirement Law and Social Security Law for all full-time and regular employees.

Section 20.2: The employer will provide health insurance coverage for anyone retiring during the length of this agreement, subject to the terms set forth in Article 21, as they pertain to retirees.

ARTICLE 21 - HEALTH INSURANCE

Section 21.1: Effective March 1, 2003, the employer will provide all full-time employees of the Town of Lewiston hired before January 1, 2002 with the New York State Teamsters Council Health and Hospital Fund's Plan at no cost to the employees with the following options:

Medical – Supreme
Rx Drugs – Option 1 – 5/10/25
Dental – Option 1
Disability – Option 1
Life and AD&D – Option 1
Vision – Scheduled Plan of Benefits
Legal – Scheduled Plan of Benefits

Employee's hired on or after January 1, 2002 will contribute toward health insurance as follows:

First year – 25%
Second year – 20%
Third year – 20%
Forth year – 15%
Fifth year – 15%
Sixth year – 10%
Seventh year – 5%
Eighth year and thereafter – 0%

The Town of Lewiston will pay contribution rates to the New York State Teamsters Council Health and Hospital Fund as stated in the Participation Agreement in Appendix B.

Section 21.2: If eligible, each full-time employee of the Town of Lewiston shall have the option of repudiating health insurance coverage. An employee, who repudiates health insurance coverage, shall be entitled to an annual buy out of two thousand (\$2,000.00) dollars, paid five hundred (\$500.00) dollars quarterly. In the case where both spouses are eligible for the Town health insurance coverage, there will be no buy out option when both spouses are covered by either family or single coverage paid by the Town.

Section 21.3: Retirees with a combination of age plus years of service equaling seventy-five (75) years, will retain full HMO medical coverage at the Town's expense until age sixty-five (65), where thereafter the Town will cover secondary medical coverage as determined by the Town. Medicare Part A and B will become the primary coverage of the retiree. If the retiree passes away, single or family medical coverage which ever is applicable will continue for the surviving spouse provided the spouse was covered on the retiree's contract at the time of retirement. Also, when the spouse reaches the age of sixty-five (65), the Town will cover the same medical coverage as stated earlier. However, a retiree who finds employment after retirement from the Town with full medical coverage paid or who has a spouse who is employed with the option for full medical coverage paid, will not be eligible for Town medical coverage until the retiree and spouse are no longer eligible for paid medical coverage.

Section 21.4: A deceased employee that had at least fifteen (15) years of service and their spouse was covered on the employee's coverage at the time of death, the Town will continue medical coverage for the surviving spouse for a period of two (2) years or until the youngest dependent is nineteen years old, if the spouse does not remarry or become employed where health insurance is available as follows:

Town Service	Employee's share of cost	Town's share of cost
a. Fifteen, (15) but less than twenty (20) years	75%	25%
b. Twenty, (20) but less than twenty-five (25) years	50%	50%
c. Twenty-five, (25) bur less than thirty (30) years	25%	75%
d. Thirty, (30) or over	0%	100%

ARTICLE 22 - SENIORITY

Section 22.1: Seniority shall be defined as length of full-time continuous service from date of hire with the Town.

Section 22.2: In the event of a lay-off seniority shall determine the order in which such employees are laid-off, those employees with the greater seniority being the last laid-off. It is understood that seasonal employees must be laid-off first then regular part-time employees before any full-time employees are laid-off.

Section 22.3: Any recall of laid-off employees shall be in the inverse order of lay-off.

Section 22.4: Seniority shall terminate upon:

1. Discharge for cause;
2. Voluntary quit;
3. Lay-off for a period of over one (1) year;
4. Employees on lay-off will be notified of recall by certified letter and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 22.5: All new employees shall be probationary for a period of six (6) months during which time said employee may be suspended, dismissed, discharged or laid-off at the sole discretion of the Employer.

ARTICLE 23 - JOB POSTING/BIDDING

Section 23.1: If a vacancy occurs within the job classification contained herein, the following procedure shall be followed:

MEO'S
CREW CHIEF
FOREMAN
MECHANIC
LABORER

- A. The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show job title, rate of pay, location, and a space for interested employees to sign their name.
- B. After five (5) working days, the most senior employee from the bargaining unit department where the job opening is being offered shall be offered the job provided he has the necessary qualifications to perform the job.
- C. If a new job title is created, said job shall be posted.
- D. Workers within the bargaining unit will be offered before the Town goes outside the bargaining unit.

ARTICLE 24 - GRIEVANCE PROCEDURE

Section 24.1: Definition - a grievance is a controversy between the Town and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 24.2: Procedure - all grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward who has a grievance shall submit the grievance in writing to the employee's Department Head or designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision(s) of the Agreement which are alleged to have been violated and the relief requested. The Department Head or his designee shall have ten (10) business days to give a written response.

Step 2:

If the matter is not resolved at the above Step, and the Union wishes to appeal a grievance to Step 2 of the grievance procedure, it shall be submitted in writing on the executed form to be provided within five (5) business days after receipt of the Department Head's response and presented to the Town of Lewiston Supervisor who shall schedule a meeting with representatives of the Union to discuss the grievance. The grievance shall include the name(s) and the position(s) of the aggrieved party; current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to have been violated.

Step 3:

If at this point, the grievance has not been settled, the Union hereto shall have the right to submit such grievance to arbitration, provided, such written submission is made within five (5) business days after receipt in Step 2 written response.

Step 4: - Arbitration:

- A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral. In the event that the parties are unable to agree upon an arbitrator within five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. From the panel submitted the parties shall elect an arbitrator by alternating striking out of names from the panel. The remaining person shall be designated the arbitrator.
- B. The arbitrator shall then be notified of his/her selection and shall be requested to set a time and date for the hearing, subject to the availability of the parties.
- C. The fee and expenses of the arbitrator shall be paid equally by the parties.

Section 24.3: Limitation and Authority of the Arbitrator - the arbitrator shall have no right to amend, modify, nullify, ignore, or add to or subtract from the provisions of the Agreement

Section 24.4: The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rule and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Town under law and applicable court decisions. Any decisions or awards of the arbitrator rendered within the limitations of the Agreement shall be final and binding upon the Town, Union and Employees covered by this Agreement.

ARTICLE 25- GENERAL PROVISIONS

Section 25.2: Work Jackets - the Town will provide one (1) work jacket during the contract term effective January 1, 2002. In the event a jacket becomes unserviceable due to normal wear and tear the Town will replace the jacket provided; the employee turns in the unserviceable jacket. If the jacket is damaged, lost/stolen through the negligence of the employee, replacement will be at the employee's expense.

Section 25.3: Uniforms - shall be provided by the Employer. Rain jackets, rain pants, rubber boots and gloves shall be provided for all full-time employees. Three (3) pairs of coveralls shall also be provided to all full time employees.

Section 25.4: Wages – The base hourly rate will be increased by \$.60 on January 1, 2002, \$.65 January 1, 2003, \$.70 January 1, 2004.

A. The following wage rate schedule is reflective of all increases for the years indicated:

	2002	2003	2004
MEO II	\$17.46	\$18.11	\$18.81
MEO	\$16.97	\$17.62	\$18.32
Laborer	\$15.32	\$15.97	\$16.67
Foreman	\$18.52	\$19.17	\$19.87
Mechanic	\$17.46	\$18.11	\$18.81

New Hires:

The entry level starting salary shall be two (\$2.00) dollars less than regular wages.

Step 1. After six (6) months of service salary shall be one dollar and fifty cents (\$1.50) less than top rate.

Step 2. After twelve (12) months of service salary shall be one dollar (\$1.00) less than top rate.

Step 3. Upon completion of the twenty-fourth (24th) month of service the employee shall be granted the maximum rate of the job.

At anytime before the twenty-fourth month, the Highway Superintendent at his discretion, based on skill and performance level may recommend to the Town Board an increase in the employee's wage, but not more than the maximum rated allowed.

Compensatory Time:

- a. Employees who perform additional hours of service beyond their regularly scheduled work day shall select either overtime pay at time and one half their regular hourly wage or compensatory time, at one and one half hours per one hour of overtime worked.
- b. Employees cannot exceed forty (40) hours of accumulated compensatory time. Compensatory time may be carried over to the next calendar year.
- c. Department Head must be notified three (3) days in advance or seventy-two (72) hours prior to compensatory time being granted.
- d. It is with the approval of the Department Head to deny compensatory time if it interferes with department operations.

Section 25.5: Snow Removal Operations - During snow removal operations equipment with a side blade should be manned by two (2) men whenever possible.

Section 25.6: The above referenced items in Section 25.2 will only be provided to personnel who are regularly scheduled for work and are not on extended sick leave, worker's compensation or other leave with or without pay.

Section 25.7: If an employee is to work in a higher paying job/classification, the employee shall receive after three (3) consecutive scheduled work days or seven (7) non consecutive scheduled work days per calendar year, the employee shall then receive the higher rate of pay for time worked in that job thereafter. Also, if the employee works more than one (1) week in a higher job classification and has performed his duties in a satisfactory manner a notation shall be placed in his department personal file and shall be given consideration if such position is posted. A copy of this notation shall be made available to the employee as per Town's policy.

Section 25.8: The Town will provide OSHA/ANSI approved safety shoes/boots, or upon approval by the Town Supervisor other related garments, such as but not limited to car-hart insulated coveralls. The Town will contribute, one hundred dollars (\$100.00) per employee per contract year. The Town contribution will be allowed to accrue for a period of up to two years, for a total of two hundred dollars (\$200.00). The employee will pay for any additional cost beyond the stated amount. The Town will select the vendor(s).

Section 25.9: Highway or Drainage employees working three (3) feet or more feet below the ground level, the OSHA standards will apply.

Section 25.10: Pagers – Employees required to carry pagers, determined by the Highway Superintendent shall receive stipends of forty dollars (\$40.00) per week. Effective January 1, 2004, the stipend shall increase to fifty dollars \$50.00 per week.

ARTICLE 26 - LONGEVITY

Section 26.1: Sick Leave Incentive - A financial incentive to reduce both the use of medically undocumented sick time and to reduce the cost associated with absenteeism. The Town will offer the following program. For the period of December 1 through November 30, any full-time regular employee who has six (6) or less medically undocumented sick leave days shall receive the following:

Years of Service

10-20 Years	\$208.00
21-30 Years	\$416.00
Over 30 Years	\$624.00

Section 26.2: Longevity shall be defined as the years of uninterrupted full-time service with the Town.

Section 26.3: This financial incentive shall not be added to the base hourly rate/salary and shall be paid in December of each year of this Agreement beginning December 2002.

ARTICLE 27 - DURATION AND TERMINATION

Section 27.1: This Agreement shall be effective as of January 1, 2002 and shall continue in full force and effect until December 31, 2004.

Section 27.2: This Agreement shall be binding upon the Employer and its successors and assignees, lessees or transferees of the Employer or any other parties to contract with the Employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by the members of the bargaining unit represented by the Union.

Section 27.3: If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

The contract is effective January 1, 2002, all wages and benefits, unless specified otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 20th day of February, 2003.

FOR THE EMPLOYER:

Shirley J. Malley

FOR THE UNION:

Seamus BA
[Signature]
Michael [Signature]

**APPENDIX A
UNION MEMBERSHIP/DUES CHECKOFF AUTHORIZATION CARD**

APPLICATION



For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

AFL-CIO

I, the undersigned, hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designations. If admitted to membership, I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner, as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lock-out. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____ I acknowledge receipt of the Union security notice.

DATE OF APPLICATION

SIGNATURE OF APPLICANT

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



**CHECKOFF AUTHORIZATION
AND ASSIGNMENT**



I, _____ hereby authorize my employer to deduct from my

(Print Name)

wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

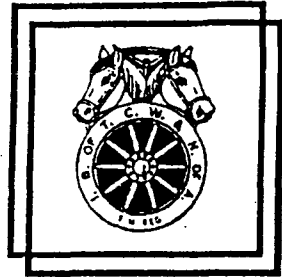
White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

THOMAS DZIEDZIC
PRESIDENT
PRINCIPAL EXECUTIVE OFFICER

TEAMSTERS LOCAL UNION NO. 264



AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
TEAMSTERS JOINT COUNCIL No. 46
AND ITS VARIOUS TRADE CONFERENCES AND TRADE DIVISIONS

RONALD LUCAS
SECRETARY-TREASURER
BUSINESS AGENT

KENNETH BRZEZINSKI
VICE PRESIDENT

TERRY HUGHES
RECORDING SECRETARY

ANGELO FIORELLO, JR.
TRUSTEE

PAUL PARLATO
TRUSTEE

ROBERT KLINKO
BUSINESS AGENT

RICHARD LIPSITZ
BUSINESS AGENT
LABOR MOVEMENT LIAISON

WILLIAM McCracken
BUSINESS AGENT

EDWARD McDONALD
BUSINESS AGENT

GLENN MILLER
BUSINESS AGENT

SCOTT CHISMAR
BUSINESS AGENT
FIELD REP. / ORGANIZER

MAIN OFFICE:
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227-2715
(716) 668-8007 Fax (716) 668-8122
1-800-773-9115

BRANCH OFFICE:
102 E. MAIN STREET
FALCONER, NEW YORK 14733
(716) 665-4014 Fax (716) 665-6006
1-888-458-1802

MEMORANDUM OF UNDERSTANDING

TOWN OF LEWISTON and TEAMSTERS LOCAL #264

IT IS HEREBY UNDERSTOOD that for calendar year 2003 only, the employees in the Highway and Drainage Department will replace the holiday Christmas Eve, with the day after Christmas (December 26).

Town of Lewiston

Date

3/6/03

Teamsters Local #264

Date

3/5/03



APPENDIX B

THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND

MUNICIPAL EMPLOYER PARTICIPATION AGREEMENT

- 1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.
- (b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining and/or non bargaining unit work as described below, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.
- (c) The Employer agrees to contribute as follows:

Covered Group of Employees (Define) CREW CHIEF, MEO, LABORER, FOREMAN AND MECHANIC

	Date	Rate
Effective	<u>3/1/2003</u>	<u>PER ATTACHED ADDENDUM</u>
Effective	<u>1/1/2004</u>	<u>PER ATTACHED ADDENDUM</u>
Effective	_____	_____
Effective	_____	_____
Effective	_____	_____

Contribution rates are effective each January subsequent to the initial date of the agreement

Select one in each category below:

- (i) Covered Employees: Bargaining Non-Bargaining
- (ii) Rates: Component Rates - with Addendum/Selection Form Composite Rate – see above
- (iii) Benefits: Highest Option - All benefits Alternate Benefit Plans - Per attached selection form

(d) All such payments to be made to the Fund are to be received by the Fund office on or before ~~the tenth (10)~~ ^{TWENTY-FIFTH (25TH)} day of the month preceding the month in which benefits are to be provided, except when otherwise agreed by the Fund.

Benefits shall be effective the first day of the month for which contributions are required to be made for employees covered under this Participation Agreement. Benefits shall terminate on the last day of the month in which contributions are required and paid.

Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses

incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the employer must immediately reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and in accordance with the Fund's current Collections Policy.

4. The Fund shall be open to participation by any group of members belonging to a participating Local Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the Collective Bargaining Agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a Collective Bargaining Agreement or Agreements between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of any State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

8. When an employee who is absent because of a non-occupational or occupational illness, injury or disease, or leave of absence, has notified the Employer of such absence, the Employer shall continue to make the required contributions for a period of 12 months.

9. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by said Trustees against any claimant, applicant, employee, participant, the Local Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

0. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 3/1/2003 and expire on 12/31/2004. This Participation Agreement shall continue in full force and effect for the same term as the Collective Bargaining Agreement. Upon expiration, unless a new Participation Agreement is signed and submitted to the Fund, the terms and conditions of this Participation Agreement shall continue in effect. In that event, the employer shall pay the contribution rate in effect on January 1st of each calendar year. If the employer fails to comply with the above requirements, the Fund may terminate the employer's participation and take legal action against the employer for all amounts due the Fund.

Effective Date of Collective Bargaining Agreement: 1/1/2002. Expiration Date of Collective Bargaining Agreement: 12/31/2004.

1. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below. Note: If any additional terms and conditions have been mutually agreed upon which affect this Participation Agreement, use the Addendum page on the reverse side.

LOCAL UNION #: 264

EMPLOYER: TOWN OF LEWISTON
HIGHWAY AND DRAINAGE DEPT.

ADDRESS: 35 TYROL DRIVE
CHEEKTOWAGA, NY 14227

ADDRESS: 1375 RIDGE RD.
P O BOX 330
LEWISTON, NY 14092

SIGNATURE: *Glenn C. Miller*

SIGNATURE: *Sandra J. Masein*

PRINT NAME: GLENN C. MILLER

PRINT NAME: SANDRA J. MASEIN

PRINT TITLE: BUSINESS REPRESENTATIVE

PRINT TITLE: SUPERVISOR

DATE: 1/23/03

DATE: 2-10-03

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND
NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NY 13221-4928

SIGNATURE: _____
EXECUTIVE ADMINISTRATOR

DATE: _____

LOCAL UNION#: 264

EMPLOYER: TOWN OF LEWISTON
HIGHWAY & DRAINAGE DEPARTMENT

ADDENDUM

Section 1(c) continued:
(Complete the following for Component Rates)

		SINGLE		2 PERSON		FAMILY	
		DAILY	WEEKLY	DAILY	WEEKLY	DAILY	WEEKLY
EFFECTIVE	3/1/03		57.75		113.00		159.00
	1/1/04		64.25		125.75		177.25

The contribution rate payable for each covered employee is based on the employee's status on Monday of each contribution week. After the initial effective date, all subsequent rate changes are effective January 1st of each year during the term of the collective bargaining agreement.

NOTE: Attach a separate selection form for each year shown above under the Alternate Benefit Plan Option.

The following additional terms and conditions have been mutually agreed upon by the parties in accordance with acceptable Fund policy:

1. AS SPECIFIED IN THE MUNICIPAL EMPLOYER PARTICIPATION AGREEMENT UNDER SECTION 1D, THE TOWN WILL BE ALLOWED TO MAKE MONTHLY CONTRIBUTIONS FOR ELIGIBLE EMPLOYEES BY TAKING THE WEEKLY RATE AND CONVERTING TO A MONTHLY RATE (WEEKLY X 52 DIVIDE BY 12 = MONTHLY RATE).
2. COVERAGE WILL ONLY BE EFFECTIVE FOR THOSE INDIVIDUALS FOR WHICH THE MUNICIPALITY REMITS THE REQUIRED MONTHLY CONTRIBUTION RATE IN THAT PARTICULAR MONTH.
3. IF AN INDIVIDUAL TERMINATES EMPLOYMENT, THE MUNICIPAL PARTICIPATION AGREEMENT DOES NOT OBLIGATE THE MUNICIPALITY TO MAKE PAYMENTS FOLLOWING THE TERMINATION OF EMPLOYMENT.
4. THE TOWN IS NOT REQUIRED TO MAKE CONTRIBUTIONS ON SEASONAL EMPLOYEES. THIS WOULD APPLY TO COLLEGE STUDENTS, RETIREES AND OTHERS EMPLOYED ON A VERY LIMITED BASIS.
5. TOWN EMPLOYEES MAY ELECT TO TAKE SINGLE COVERAGE EVEN IF THEY ARE MARRIED OR HAVE CHILDREN.