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**Contract Database Metadata Elements**

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Union: **Town of Perth Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

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BC/8004

# **COLLECTIVE BARGAINING AGREEMENT**

By and between the

## **TOWN OF PERTH**

And

## **TEAMSTERS LOCAL 294**

January 1, 2015 - December 31, 2019

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# 1 PREAMBLE

## 1.1 *Notice of Agreement*

- 1.1.1 **Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Perth, County of Fulton, New York, hereinafter referred to as the "Town", and the Teamsters Local 294, 890 Third Street, Albany, New York 12206, hereinafter referred to as the "Union".

# 2 UNION RIGHTS

## 2.1 *Recognition*

- 2.1.1 **Recognition:** The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town of Perth Highway Department classified as drivers, equipment operators, or laborers.
- 2.1.2 **Exclusion:** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, supervisory employees, temporary employees, seasonal employees, and clerical employees.
- 2.1.3 **Regular Full-time Employee:** For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled throughout the year to work forty hours per week.
- 2.1.4 **Temporary Employee:** For the purpose of this Collective Bargaining Agreement, a "temporary employee" will mean and refer to someone who is called in to work on an as needed basis, including someone who is called in to replace an employee who is on an approved leave of absence. Such employee will not be eligible for regularly scheduled hours and will not be eligible for benefits provided through this Collective Bargaining Agreement.
- 2.1.5 **Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer and autumn duties. Such employee will not be eligible for regularly scheduled hours and will not be eligible for benefits provided through this Collective Bargaining Agreement.

## 2.2 *Union Dues & Agency Shop Fees*

- 2.2.1 **Union Membership:** Each employee who is covered under the provisions of this collective bargaining agreement and who is either a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union. An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments on a monthly basis. If the Town, as employer, shall be given a dues deduction authorization signed by a bargaining unit employee, the Town shall immediately thereafter transmit to the Union the monthly membership dues payment and the monthly agency shop fees.

## **2.6 Access to Town Premises**

**2.6.1 Union Representatives:** Representatives of Teamsters Local 294 will be allowed access to the Towns premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Highways.

## **2.7 No Strike Clause**

**2.7.1** Pursuant to the provisions of Section 207, paragraph 3, of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit or to assist or participate in any such strike, or to impose an obligation upon any Union member to conduct, assist, or participate in such strike.

## **3 MANAGEMENT RIGHTS**

### **3.1 Management Rights Clause**

**3.1.1** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.

## **4 EMPLOYEE RIGHTS**

### **4.1 Probation**

**4.1.1 Length of Probationary Period:** The employment status of a regular full-time employee shall be probationary for the first twelve months of employment.

**4.1.2 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

**4.1.3** Employees will not be required to pick up garbage not tied in plastic bags.

**4.4.2 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Highways. Informal evaluations will occur on an as needed basis. The Town's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

**4.4.3 Evaluation Conference:** After an evaluation form has been completed, the Superintendent of Highways, or designee, will meet with the employee to review the employee's performance appraisal report. Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement. An employee's written reply, if any, will be attached to the performance appraisal report.

#### **4.5 Personnel File**

**4.5.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Town Supervisor. An authorized official of the Town must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Town Supervisor.

**4.5.2 Union Access:** With the written consent of the employee, a representative of the Union will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference. An authorized official of the Town must be present when the employee inspects the file.

### **5 VACANCIES**

#### **5.1 Notification of Vacancies**

**5.1.1 Posting:** In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the Highway Department bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

**5.1.2 Application:** Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

#### **5.2 Appointment to Vacancies**

**5.2.1 Selection:** The Superintendent of Highways will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Superintendent of Highways. Such action shall not be subject to the Grievance Procedure.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must, when possible, notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must, when possible, be made personally to the Superintendent of Highways, unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways prior to leaving or leave a message with the Working Foreman.

### **6.3 Meal & Rest Periods**

**6.3.1 Meal Period (Summer Hours):** During "summer hours" (6.1.1, above), an employee will receive a **paid**, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may not leave the work-site during the meal period.

**6.3.2 Meal Period (Winter Hours):** During winter hours (6.1.1, above), an employee will receive an **unpaid**, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

**6.3.3 Observance of Meal Periods:** In accordance with New York State regulations, an employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time.

**6.3.4 Rest Periods:** An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

## **7.2 Premium Pay for Overtime**

- 7.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek, except in emergencies or when finishing a garbage route.
- 7.2.2 Overtime Rate:** An employee will be paid one and one-half times the employees regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event an employee is scheduled to work a "compressed workweek", the employee will be paid one and one-half times the employees regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.
- 7.2.3 Credit for Paid Leave:** All paid for time will be included as time worked in the computation of overtime.
- 7.2.4 Compensatory Time:** An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event the employee is scheduled to work a compressed workweek, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over ten hours in a given workday or forty hours in a given workweek. The employee must receive prior approval from the employees Department Head to take compensatory leave. The Superintendent of Highways will have total discretion in the approval of compensatory leave.
- 7.2.5 Maximum Accumulation of Compensatory Time:** An employee who is eligible for compensatory time may accumulate up to eighty hours in compensatory leave credits. In the event an employee accrues more than eighty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.
- 7.2.6 Termination from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

## **7.3 Call-In Pay**

- 7.3.1 Compensation:** An employee who is called out for duty which is in addition to, and does not attach to, the employees regular working hours, shall be guaranteed a minimum of two hours of work and shall be paid at one and one-half times the employees regular hourly rate.
- 7.3.2 Start Time:** The pay for an employee who is called out for overtime duty (whether regular overtime or for emergency duty) will begin when the employee arrives at the garage.



**8.1.6 Holiday Pay during Paid Leaves:** In the event a designated holiday occurs on employees' regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employees leave credits will not be charged for that day.

**8.1.7 Religious Holidays** - An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

## 8.2 Vacation Leave

**8.2.1 Allowance (Accrual System):** A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

**8.2.2**

	CREDITS PER MONTH
Upon hire thru 1 year of continuous service	3.33 hours (equals 40 hours/year)
After completion of 2 years of continuous service	6.67 hours (equals 80 hours/year)
After completion of 10 years of continuous service	10 hours (equals 120 hours/year)
After completion of 20 years of continuous service	13.33 hours (equals 160 hours/year)

For example, an employee who has completed two years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 3.33 hours per month to 6.67 hours per month.

**8.2.2 New Employees:** A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

**8.2.3 Accrual during Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers Compensation claim.

**8.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of two hundred hours. Any vacation credits in excess of two hundred hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may carry the excess for ninety calendar days.

**8.2.4a Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than ½ hour. An employee may take vacation leave only after it has been credited.

Apply accumulated sick leave credits toward monthly premium payments during retirement. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement (see Medical Insurance for Retired Employees).

**8.3.10 Retirement Credit:** An employee may participate in the provision known as Section 41-j of the New York State Retirement System at the time of retirement. This provision allows an employee to receive pension credit for unused sick leave at the time of retirement up to a maximum of thirteen-hundred and twenty (1320) hours. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ) 260 .50 or 6 months additional service credit.

To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. *If the employee is paid for a portion of the total accumulated sick leave credits, including payment of retiree medical insurance premiums, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.*

**8.3.11 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

## **8.4 Personal Leave**

**8.4.1 Allowance (front-loaded):** Each regular full-time employee shall be allowed thirty-two hours of paid personal leave per calendar year. The employee will be credited on the first day of January of each year for use during that year.

**8.4.2 New Employees:** An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. For example, a full-time employee who is hired on March 1<sup>st</sup> will be credited with twenty-seven hours of paid personal leave; an employee who is hired on October 1<sup>st</sup> will be credited with eight hours of paid personal leave. Thereafter, the employee will be credited on the first day of January for use during that year.

**8.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled. However, in the event an employee is unable to take personal leave due to the department's operational needs, the employee may carry those hours into the next year for up to forty-five calendar days.

**8.4.4 Use of Personal Leave:** An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

**8.4.5 Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take personal leave. The request must be submitted, in writing, to the Superintendent of Highways at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one hour. An employee may take personal leave only after it has been credited.

**8.4.6 Termination of Employment:** An employee who resigns with a 30 day notice, retires, or is laid off, will receive payment for unused personal leave. Employees that do not give notice or employees terminated for just cause will not receive pay for unused personal days.

## 9 UNPAID LEAVE

### 9.1 *Leaves of Absence Without Pay*

- 9.1.1 General Terms:** Absences taken beyond employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.
- 9.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Supervisor at least thirty calendar days prior to planned commencement of the requested leave. The Town Board has sole discretion in approving such leave.
- 9.1.3 Conditions of Leave:** The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board, in its discretion, deems appropriate.
- 9.1.4 Continuation of Benefits:** An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.
- 9.1.5 Return to Work:** An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Town Supervisor, at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower grade, provided the employee is qualified to perform the job duties.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

- 10.2.3 Reporting of Injury:** An employee should report an injury to the Superintendent of Highways within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the Superintendent of Highways will complete and submit the required forms on behalf of the employee.
- 10.2.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with Workers Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the employee shall reimburse the Town for that portion of sick leave covered by insurance. An employee may not use vacation leave or personal leave credits to supplement Workers Compensation.
- 10.2.5 Continuation of Medical Insurance:** An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to fifty-two weeks while an employee is receiving benefits for an on-the-job disability.

### **10.3 Short-Term Disability Insurance**

- 10.3.1 Coverage:** The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance.
- 10.3.2 Reporting of Injury:** An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.
- 10.3.3 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the Health and Welfare Fund makes payment, the employee shall reimburse the Town for that portion of sick leave previously drawn. An employee may not use vacation leave or personal leave credits to supplement short-term disability.
- 10.3.4 Continuation of Medical Insurance:** An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to twenty-six weeks while an employee is receiving benefits for a non-occupational disability.

## **11 RETIREMENT BENEFITS**

### **11.1 State Retirement Plan**

- 11.1.1 Summary:** Throughout the term of this Agreement, the Town shall maintain in full-force and effect its presently existing retirement program under the New York State Employees Retirement System. The Town and the Union each agree that each will be bound by the laws, rules and regulations pertaining thereto.

shoe/boot. All required corresponding receipts must be submitted to the Superintendent of Highways prior to reimbursement.

## **12.2 Driver's License**

- 12.2.1 Requirement to Possess a Drivers License:** An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.
- 12.2.2 Loss or Suspension of Drivers License:** An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.
- 12.2.3 Requirement to Possess a Commercial Drivers License:** An employee who operates a vehicle that requires a Commercial Drivers License (CDL) must maintain such license throughout employment.
- 12.2.4 Loss or Suspension of Commercial Driver's License:** An employee who is required to possess a Commercial Drivers License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's drivers license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's drivers license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Drivers License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## **12.3 Safety**

- 12.3.1 Operation of Mowers:** Town employees will not be asked or required to mow grass on road shoulders, unless such employee's have been provided with some type of radio device for use in case of an emergency or for safety reasons.

## **12.4 Transitional Duty Program**

- 12.4.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Superintendent of Highways may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.
- 12.4.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less by the insurance carrier and the employee must have a prognosis of full recovery within six months. For the

meeting, the Town shall issue a written response to the grievance, which shall be given to the Business Agent of Teamsters Local 294.

**13.1.4 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employee Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement. The Town and the Union shall share the fees of the arbitrator equally.

**13.1.5 Time Limits:** The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

## **13.2 Disciplinary Procedure**

**13.2.1 Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Possession of weapons, including but not limited to firearms and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

- 14.3.2** Upon the issuance of such decision, the Town and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of affecting the purpose of the provisions, portions or applications.


#### **14.4 Legislative Action**

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.

#### **14.5 Execution of Agreement**

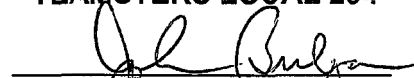
**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on January 8, 2015.

**TOWN OF PERTH**

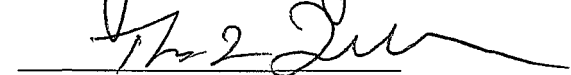
  
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Greg Fagan, Town Supervisor

**TEAMSTERS LOCAL 294**

  
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John Bulgaro, President PEO

  
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Thomas Quackenbush, Secretary Treasurer