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BC/8869

AGREEMENT

BETWEEN

TOWN OF HOWARD, NEW YORK

AND

TEAMSTERS LOCAL UNION NO. 529

Elmira, New York

For the period January 1, 2005 through December 31, 2007

RECEIVED

AUG 29 2005

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

05/31/2005

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AGREEMENT

ARTICLE I. RECOGNITION

101. This Agreement is made between the Town of Howard, hereinafter called the 'Employer', and Teamsters Local Union No. 529, affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the 'Union'.

102. The Employer recognizes the Union as the exclusive representative for purposes of collective bargaining of all full-time and part-time Highway Department employees, including all drivers, laborers, mechanics, maintenance employees, equipment operators, motor equipment operators, heavy motor equipment operators and all other employees who perform such work, and excluding all managerial employees, confidential employees, and elected officials.

ARTICLE II. EMPLOYEE ORGANIZATION RIGHTS

201. 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.

202. Membership in the Union is separate, apart and distinct from the assumption by an Employee 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. Accordingly, it is fair that each Employee in the bargaining unit pays his/her own way and assumes his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

203. In accordance with the policy set forth under this section and in Section 208 of Article 14 of the Civil Service Law, all employees shall pay to the Union a service fee 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 fees, and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of the 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.

204. The service fee obligations concerning employees who are not members of the Union shall comply with Section 208(3)(b) of Article 14 of the Civil Service Law.

205. If there is any change in the applicable law during the term of this Agreement, the parties agree that this Article shall be automatically amended to provide for the maximum Union security that may be lawful.

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

207. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

208. Dues and Other Deductions. 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 any service fees due from non-members and shall 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.

209. 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 (full or installment), 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.

210. 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.

211. When the Employer actually makes a deduction for dues, initiation fees and assessments, in accordance with the statement received from the Union, the Employer shall remit same no later than thirty (30) days from the date such deduction was made.

212. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

213. The Employer shall recognize an employee's authorization for deductions from wages if it is in compliance with State law. The deduction shall be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to, except DRIVE deductions, which shall be made annually. No such authorization shall be recognized if it violates state or federal law, and no deduction shall be made which is prohibited by applicable law.

214. 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.

215. Stewards. The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Stewards 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 this 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.

216. Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's operation. 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.

217. The 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 Steward's or the designated Alternate's

regular working hours shall be considered working hours in computing daily and/or weekly wages if within the regular schedule of the Steward, Alternate Steward, or Acting Steward, as the case may be.

218. 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.

219. Management - Employee Relations. No employee may be disciplined or criticized in front of coworkers or in a manner that is personally insulting or demeaning.

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

ARTICLE III. NON-DISCRIMINATION

301. 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, sexual orientation, national origin, age, disability (as defined by the Americans with Disabilities Act of 1990), 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, sexual orientation, national origin, age, disability (as defined by the Amiercans with Disabilities Act of 1990), marital status, political beliefs, or political affiliation; or engage in any other discriminartoy acts prohibited by law.

302. 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.

ARTICLE IV. BARGAINING UNIT

401. Defined. The terms and conditions of this Agreement shall apply to all employees of the Employer performing work that traditionally has been, presently is, or which in the future is, assigned to or related to the duties of the Highway Department employees.

402. Protection of Unit Work. Bargaining unit work as described above shall be performed only by bargaining unit employees and shall be governed by the terms of this Agreement, except that supervisors may perform unit work for purposes of training or demonstration, and the current highway Superintendent may perform unit work in accordance with past practice, provided that no unit employee loses work or hours as a result of the Superintendent's performing such work and provided further that the Superintendent is not performing such work with such frequency and duration so as to prevent the hiring of additional bargaining unit employees. It is specifically acknowledged and agreed that these exceptions, and work performed thereunder, do not breach the Union's exclusivity to such work and shall be used by any person or entity as a basis for, or in support of, any claim that bargaining unit work is not exclusive to the unit.

ARTICLE V. SENIORITY

501. 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 (30) days following the effective date of this Agreement, the Employer shall forward

a copy of this list to the Union. Upon making additions to or deletions from this list, the Employer shall forward a copy of the amended list to the Union within thirty (30) days following the additions or deletions.

502. 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 basis to enable the Employer to determine the employee's fitness and ability to perform the work. The Employer shall have sole discretion to determine the employee's fitness and ability and may discharge such employee if it determines that the employee lacks the fitness and ability to perform the work. It is specifically understood that the Employer shall not discharge or discipline a probationary employee 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.

503. After completing the probationary period, the employee shall be placed on the regular seniority list and employee's seniority date shall revert back to his/her first date of employment.

504. 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, bidding for jobs, vacations, and overtime.

505. 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.

ARTICLE VI. DISCIPLINARY ACTION

601. Cause for Discipline and Notice of Discipline. 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, and places.

602. Discharge or Suspension Without Pay. Within twenty-four (24) hours after an employee is discharged or suspended without pay, the Employer shall provide to such employee, and to the Union President or his designated representative, written notice of the charges against the employee, an explanation of the Employer's evidence, and an opportunity to present the employee's side of the story; including reasons why the Employer's proposed action should not be taken. The employee's side of the story may be presented orally, in writing, or both.

603. Right to Union Representation. An 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. An employee shall be entitled to Union representation at any questioning if it is contemplated that the employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding and before commencing any questioning as set forth above, the Employer shall inform the affected employees of their right to Union representation as forth in this paragraph. As used in this paragraph, the right to Union representation includes the right to consult with a Union representative in advance of the stage of the disciplinary proceeding or questioning or both, as applicable, and the opportunity to have the Union representative present throughout the interview of disciplinary procedure. No employee may be disciplined or discharged based upon any questioning or investigation performed in the absence of Union representation unless such representation has been expressly waived by the employee. The employee shall not be required to sign any statement arising out of the questioning. Any statements or admissions made by an employee during a questioning without the employee having been duly notified of his/her

right to have Union representation shall not be used in a disciplinary proceeding against any employee. No recording devices or any kind shall be used during any disciplinary proceedings or questionings 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.

604. Limitation on Use of Prior Discipline. Disciplinary action shall not remain in effect for more than eighteen (18) months. Accordingly, disciplinary action that was imposed more than eighteen (18) months previously shall not be used against an employee in future disciplinary proceedings except for those disciplinary proceedings that involve actions constituting a serious objective threat to the health, safety and welfare of the public, or fellow employees of the Town.

ARTICLE VII. GRIEVANCES

701. Defined. Any dispute concerning the interpretation or application of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. 'Agreement' includes this Agreement, along with all riders, supplements, appendices, letters of understanding, and other documents that cover in whole or in part terms and conditions of employment.

702. 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 time that they became aware of such dispute or the time that they should have become aware of such dispute through the exercise of reasonable diligence 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. If a party to this Agreement fails to respond to a grievance within fifteen (15) working days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

703. It is expressly understood that matters of discipline, including discharge, are subject to appeal through the grievance procedure.

704. Grievance Procedure. The procedural steps of the grievance procedure shall be as follows:

705. Step 1. The employee shall present the basis for his/her dispute to the steward who shall advise the employee of his/her rights and assist the employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.

706. 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 Supervisor. 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 must be in writing.

707. Step 3. The third 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 must be in writing.

708. Step 4. If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to final and binding arbitration. The costs of such arbitration shall be borne equally by the Employer and Union.

709. Grievances brought by the Union or by the Employer shall be initiated at Step 2 of the grievance procedure.

ARTICLE VIII. REVIEW OF PERSONAL HISTORY FOLDER

801. An employee shall, within two (2) working days of presenting 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.

802. 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 employee simultaneously with their being placed in the official personal history folder.

803. 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.

804. Except for disciplinary actions that involve matters constituting a serious objective threat to the health, safety and welfare of the public or fellow employees of the Town and annual work performance ratings, any material in the personal history folder of an adverse nature that is over eighteen (18) months old shall, upon the employee's written request, be removed from the personal history folder. This does not preclude the earlier removal of such material.

ARTICLE IX. EXAMINATIONS

901. Any expense for any examinations or licensing required by law or by the Employer, excluding the Commercial Drivers License (CDL), shall be paid by the Employer except to the extent that the employee's health insurance covers such expense, in which case the portion that is payable by the employee's health insurance shall be the responsibility of the employee. All employees must possess a valid driver's license. Any loss of driving privileges shall be grounds for termination. All employees who lose their driving privileges shall notify the employer immediately.

902. No employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

903. If the Employer has good reason to believe that an employee is no longer physically able to safely continue in his/her regular duties or to perform the essential functions of his/her position, the Employer may require a full physical examination by a physician selected by the Employer, provided that such examination is job related and consistent with business necessity. This examination shall be at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his/her job duties, then a third physician, who shall be selected and mutually agreed upon by the two physicians, shall make the final determination. All expenses in connection with the examination by the third physician shall be borne by the Employer.

ARTICLE X. HEALTH AND SAFETY

1001. 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; or which the employee reasonably or in good faith believes 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. All such

refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted.

1002. Dangerous Conditions. Under no circumstances shall an employee be assigned or required to engage in any activity involving a violation of any applicable rule, statute, ordinance, regulation, or court order relating to safety of person or equipment.

1003. No employee shall be required to perform any hazardous task outside the employee's classification with which he/she is not familiar.

1004. Lockers. Each employee will be provided with a lockable storage locker of suitable size to accommodate coats, shoes, etc. Employee will supply his or her own lock.

1005. Protective Clothing. The Employer shall provide, at its expense, to employees the necessary gear for adequate protection from inclement weather conditions:

One (1) pair	Rubber boots (Tingley type) per year
Five (5)	T-shirts or tank tops per year
One (1)	Rain Suit as needed
One (1)	Winter Jacket every two years
Two (2)	Sweatshirts per year
Two (2)	Coveralls per year

1006. Safety Appliances. The Employer shall provide at its expense any OSHA or MSHA required safety equipment or appliances that have not been explicitly mentioned above including, but not limited to, hard hats, safety shoes, prescription safety glasses, safety vests, and flags.

1007. Appropriate clothing will be worn at all times on job sites. Failure of employee to wear safety clothing will result in disciplinary action.

1008. Training. The Employer shall provide, at its expense and sole determination, the necessary training and education so that employees can perform their jobs safely and efficiently.

ARTICLE XI. WAGES, HOURS, AND OTHER CONDITIONS OF EMPLOYMENT

1101. Hours. The standard guaranteed workweek for all full-time permanent employees shall be forty (40) hours. The standard guaranteed workweek shall consist of five (5) consecutive guaranteed eight-hour workdays, with one-week notification of any change in the days constituting the five (5) consecutive workdays. All hours worked in excess of forty (40) hours per week shall be compensated at the rate of one and one-half (1 1/2) times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement.

1102. The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure an orderly operation.

1103. Work scheduled for weekends, other than the standard work week, shall be compensated at a rate of time and one-half.

1104. The normal start time shall be 7:00 am and the normal ending time shall be 3:30 pm. Two (2) breaks are permitted each scheduled workday not to exceed fifteen (15) minutes each, and the employee shall take such breaks at the location such employee is at when the break is so scheduled. One break during the hours of 7:00 am and 12:00 noon and one break between the hours of 12:00 noon and 3:30 pm. The actual time of the breaks is at the discretion of the Highway Superintendent and are not to exceed fifteen (15) minutes each. Further, each employee shall receive daily an unpaid one-half (1/2) hour lunch break to be taken sometime during the middle of the employee's workday.

1105. For every consecutive four (4) hours past a regular eight (8) hour work day, the employee will receive a fifteen (15) minute paid or half-hour (1/2) unpaid breaks.

1106. Special Summer Hours. Four (4) ten-hour days during any calendar pay week as referenced. Starting and quitting time for special summer hours will be at the discretion of the Town Highway Superintendent. Special summer hours may be authorized from approximately the last pay period in May to the first pay period in September of each year and must start at the beginning of a new calendar pay week and terminate at the end of a calendar pay week. Employees shall be given one (1) week notice prior to the change to special summer hours if they occur during a given year.

1107. Wages. All employees under this Agreement shall be classified as Motor Equipment Operators (MEO).

1108. The following hourly wage scale shall prevail:

<u>Effective</u>	<u>1/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>
	14.24/hr	14.65/hr	15.06/hr

1109. The Assistant Highway Superintendent, if said position as appointed and funded pursuant to law, shall receive an additional amount per hour as determined by the Town Board, in addition to his regular pay.

1110. New Hires. New Hires classified as Motor Equipment Operators (MEO), will start at Two Dollars (\$2.00) below prevailing rate and shall receive a fifty cent (\$.50) per hour raise every six (6) months until they reach the prevailing rate.

1111. At present time all employees are classified as Motor Equipment Operators. For any future new hires, other than MEO's listed in recognition, the Town and the Union will meet to negotiate wages for the new position only.

1112. Payday Procedures. Employees shall be paid bi-weekly, every other Friday. All timesheets must be turned in to the Town the Monday prior to Friday payday to be paid that Friday. Whenever a scheduled payday falls on a paid holiday, payday will be the last scheduled working day immediately preceding the holiday.

1113. 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 (1 1/2) times his/her regular rate of pay. If such call-in occurs on a holiday, Section 1605 of this agreement shall apply. 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 three (3) hours pay regardless of time actually worked unless the minimum three (3) hours of guaranteed time results in the employee working during his normal work shift then the time spent working during the employee's normal shift shall be paid at his/her normal rate of pay and the time actually worked as a result of the emergency call-in outside of the employee's normal work shift shall be paid at the enhanced rate set forth in this paragraph. All other terms and conditions of this Agreement shall also apply.

1114. Employees called in for emergencies or before their regular starting time shall be allowed one (1) hour to report for work and shall be paid from time said employees report.

1115. On-the-Job Injury. An employee who is injured on the job and leaves the job to obtain medical attention shall be paid at the applicable rate for the balance of his/her regular shift for that day if he/she is unable to return to work.

1116. Separation from Employment. If the Employer discharges an employee, it shall pay all money due to the employee by the employee's next payday following such discharge in the time, manner, and subject to the penalties provided by law.

1117. If an employee quits voluntarily or retires, the Employer shall pay all money due to the employee on the next payday following such quitting or retirement. In the case of an employee who dies, the Employer shall pay all money due to the employee's estate.

1118. 'Money due' shall include, but not be limited to wages, unused vacation, unused personal leave credits and accrued sick leave credits.

1119. Layoff and Recall Notice. The Employer shall provide any employee being laid off with one week's notice that he or 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.

1120. A laid off employee shall receive at least three (3) days notice of recall. The employee's failure to respond to said notice within said three (3) day period shall be considered a rejection of said notice. Such notice shall be mailed to the employee's last known address by certified mail, return receipt requested. A laid-off employee shall not have recall rights after one (1) year from the date of the layoff.

ARTICLE XII. HEALTH AND WELFARE

1201. The Employer agrees to participate and provide insurance coverage consisting of the following types: Medical/Prescription, Dental, and Vision, for the employees for the duration of this agreement through the New York State Teamsters Council Health and Hospital Fund at the rates proposed and guaranteed for the years, 2005, 2006, and 2007.

1202. Employees contributions toward the Teamsters Fund premium will be the equivalent of ten percent (10%) of weekly premium per week for the term of this contract, when elected by the employee, effective with the signing of this agreement.

1203. For Employees who elect not to participate in this health coverage, said employees shall be paid an annual amount of Two Thousand Eighty Dollars (\$2,080.00), payable at the rate of Forty Dollars (\$40.00) per week.

ARTICLE XIII. PENSION

1301. The Employer participates in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system. The Employer shall continue the present retirement plan.

1302. The Employer agrees to participate in the New York State Deferred Compensation Plan for the employees in accordance with the rules of the Deferred Compensation Board and applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations. Such Plan shall be implemented as soon as reasonably possible after the execution of this Agreement.

ARTICLE XIV. NOT IN USE

ARTICLE XV. VACATION

1501. Each full-time employee shall receive vacation time off with pay in accordance with the schedule below:

<u>Years of continuous service</u>	<u>Vacation time off</u>
After completing one (1) year	Forty (40) hours
After completing two (2) years	Eighty (80) hours
After completing three (3) years	One Hundred Twenty (120) hours
After completing fifteen (15) years	One Hundred Sixty (160) hours

1502. With regard to vacation time off, the following shall apply:

(A) All approvals for vacation are at the discretion of the Highway Superintendent and the employee shall request such approval at least twenty four (24) hours in advance of the start of the vacation time requested.

(B) Vacation time off of forty (40) hours or more consecutive scheduled work time is subject to two weeks prior notice and approval of the highway Superintendent.

(C) Not more than one employee at a time may utilize any amount of vacation time off during the period of November 1st of one year through March 31st of the following year without the approval of the Highway Superintendent.

(D) In addition, no employee may have more than one (1) week off during this period without prior approval of the Highway Superintendent.

(E) Vacation may be used in one-half (1/2) day increments.

1503. Vacation time is non-accumulative from one calendar year to the next. Unused vacation time will be paid at the end of the calendar year.

1504. Separation of Employment. An employee whose employment terminates for any reason shall be paid for all vacation time that he/she became entitled to as of January 1st of the year in which his/her employment terminates and which he/she has not yet taken. In addition, recognizing that vacation time is a form of deferred compensation, it is agreed that such employee shall also be paid for the vacation time that he/she has accrued up to the time of employment termination. Payment for accrued vacation time shall be a pro-rata share, rounded to the nearest whole hour of the vacation time that the employee would have been eligible for as of the January 1 following the date of employment termination. The proration shall be based on the ratio between the number of days that the employee actually worked during the year in which his/her employment terminates, as computed according to paragraph 1501, and the total number of workdays during that year.

ARTICLE XVI. HOLIDAYS

1601. The following shall be paid holidays for the Highway Department employees under the terms of this Agreement:

New Year's Day	Columbus Day
Washington's Birthday	General Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
July Fourth	Day After Thanksgiving
Labor Day	Christmas

1602. Should any of the holidays listed above fall on a Saturday, each employee shall receive the immediate preceding Friday off with pay. Should any of the holidays fall on a Sunday, each employee shall receive the next scheduled working day off with pay.

1603. Holiday pay shall be eight (8) hours pay (or ten (10) hours pay if Special Summer Hours are in place) at the employee's regular straight-time rate.

1604. Employees who are called in to work on a holiday shall receive one and one-half (1 1/2) times their rate of pay for all hours worked, with a three (3) hour guarantee, in addition to their holiday pay. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE XVII. LEAVE

1701. Personal Days. Each employee shall be granted twenty four (24) hours personal leave annually. Each employee shall give the Employer as much advance notice as possible of his/her decision to take personal leave. Any unused personal leave days shall be added to the employee's sick leave accumulation at the end of each year.

1702. Funeral Leave. In the event of a death in the immediate family of an employee (spouse, parent, step-parent, children, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandparents, and legal dependents) the employee shall be granted three (3) days leave of absence with pay for the days he would have otherwise worked for funeral leave. In the event of the death of grandparents-in-law, aunts, and uncles, the employee shall be granted one (1) day leave of absence with pay for any day otherwise worked.

1703. If needed, up to an additional two (2) days may be requested from the Highway Superintendent. The Highway Superintendent's decision regarding said request for the additional two (2) days is final. Pay shall be on the basis of a regular day at straight time rate.

1704. If a death occurs in an employee's immediate family during his vacation, the employee may reschedule that portion of his vacation in which he would be entitled to time off because of funeral leave.

1705. Sick Leave. Each employee shall earn eight (8) hours sick time for every month said employee continues to work for the employer for a potential total of ninety-six (96) hours per year for the employee to earn. Sick leave may be used in half-day increments.

1706. New employees are eligible for three (3) sick days at completion of six (6) months of service and then one-half day per month for the balance of their first year of service.

1707. After three (3) consecutive days of illness where sick days are used, the employee's Supervisor may request and, upon the making of such request, the employee shall provide a written excuse from his/her medical doctor.

1708. It is agreed to pay 50% of accumulated unused sick leave upon termination or severance from employment after ten (10) years of service. It is agreed to pay 10% of accumulated unused sick leave upon termination or severance from employment prior to ten (10) years of service. Each employee shall be permitted to accumulate only 1440 hours of sick time. Any employee terminated for cause shall forfeit his or her sick leave severance pay. In the event of an employee's death, the unused portion will be paid to employee's estate. In the alternative and if applicable and available at no cost to the employer, the employee may apply all accumulate sick leave towards retirement credits under the New York State 41-J plan.

1709. While on sick leave employees shall receive eight (8) hours pay (or ten (10) hours pay if Special Summer Hours are in place) per day in addition to all other benefits provided for by this Agreement.

1710. An employee off work on Workers' Compensation or Disability may draw from his/her accumulated sick leave the difference between the employee's regular weekly wage and the amount of the employee's Workers' Compensation or Disability allowance, as the case may be.

1711. Military Leave. Employees enlisting in or entering the military service of the United States, including being called to active duty, shall be granted all rights and privileges provided by the Uniformed Services Employment and Reemployment Rights Act of 1994, or as such Act may be amended.

1712. 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.

1713. Jury Duty and Compelled Appearances. Any regular employee called for jury duty, subpoenaed to appear as a witness in any proceeding, or otherwise compelled to appear in any 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.

1714. Leave of Absence. Any employee desiring an unpaid leave of absence from employment shall secure written permission from both the Union and the Employer as soon as reasonably possible prior to the leave. The granting of such leave is purely discretionary. Any employee granted a leave of absence not to exceed six (6) months shall retain his or her seniority rating provided he or she does not work during said leave, unless such work is approved in advance by the Union and the employer. Leave of absence shall not be granted unless and until the employee first pays to the employer sufficient monies to pay the required contributions into the Welfare Funds during the period of absence.

1715. Family and Medical Leave Act. The Employer shall provide eligible employees with all rights granted to employees under the Family and Medical Leave Act. An employee may, at his/her sole option, use paid vacation leave, paid personal leave, or paid sick leave if the employee desires to take Family and Medical Leave and such leave is for one or more of the following purposes: (1) the birth of a son or daughter of the employee or in order to care for such son or daughter; (2) the placement of a son or daughter with the employee for adoption or foster care; or (3) in order to care for the spouse or a son, daughter, or parent of the employee, if such son, daughter, or parent has a serious health condition.

1716. As used in this section, the terms 'spouse,' 'son,' 'daughter,' 'parent,' and 'serious health condition' shall have the same meaning as they do under the Family and Medical Leave Act.

ARTICLE XVIII. MAINTENANCE OF STANDARDS

1801. 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.

1802. 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.

1803. Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE XIX. DECLARATION OF NO STRIKE POLICY

1901. 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 strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE XX. WORK PROTECTION

2001. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature, type covered by, presently performed by, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned, or conveyed in whole or in part to any other entity or person, unless otherwise provided for in this Agreement or upon mutual consent of parties.

ARTICLE XXI. LEGISLATIVE ACTION

2101. 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 PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII. SAVINGS AND SEPARABILITY

2201. 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 supplements or 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.

2202. 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 XXIII. DURATION, NOTIFICATION, AND REOPENING

2301. This Agreement shall continue in full force and effect from January 1, 2005 through December 31, 2007.

2302. The parties agree to conduct meetings for the purpose of collective bargaining to agree upon amendments to this Agreement during the period of one hundred eighty (180) days preceding the termination of this Agreement or preceding the end of the fiscal year ending immediately before the year in which this Agreement terminates if this Agreement does not terminate on the same date as the end of the Employer's fiscal year.

2303. The parties hereby agree that an impasse in such negotiations shall be identified either by a declaration of such by either party.

2304. In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employment Relations Board for mediation.

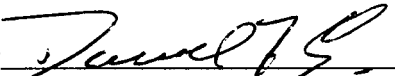
2305. Further in recognition of the pledge of the Union to forego the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

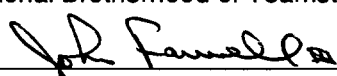
For the Employer

For the Union

TOWN OF HOWARD

TEAMSTERS LOCAL UNION NO. 529 Affiliated with the International Brotherhood of Teamsters

By 

By 

Title Town Supervisor

Title PRESIDENT / B.A.

Date 6-15-05

Date 6/22/05