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

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COLLECTIVE BARGAINING AGREEMENT

Between

The Town of Mohawk



And

Teamsters Local 294

January 1, 2006 – December 31, 2008

Received 4/6/06

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PREAMBLE

This Agreement, entered into this 27th day of February, 2006, between the Town of Mohawk (hereinafter referred to as the "Employer"), and Teamsters Local 294 (hereinafter referred to as the "Union"), shall be in effect from January 1, 2006 to December 31, 2008.

Article I
Scope of Bargaining Unit

A. The Town of Mohawk hereby agrees to recognize Teamsters Local 294, IBT, located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of all full-time Highway Department employees of the Town of Mohawk.

B. The Town and Union agree that seasonal and part-time employees are not part of the bargaining unit and that no provisions of the Collective Bargaining Agreement apply to such employees.

Article II
Union Security

A. Check-off of Dues:

The Employer agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made. Written authorization by the employees is to be furnished in the form approved by the Employer.

B. Stewards:

The Employer recognizes the right of the Union to designate one job steward and one alternate steward from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

1. With the approval of the Highway Superintendent, the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement. Such approval shall not unreasonably be denied.

2. The Union shall notify the employer, in writing, of the employees designated by the Union as job steward.

Article III
General Conditions of Employment

A. Seniority

Employees shall be placed on the seniority list after serving the civil service probationary period, after which the employee's seniority will then revert back to the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

B. The employer recognizes the general principal of seniority.

C. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge; or
2. Voluntary quit.

Article IV
Grievance Procedure

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

Article V
Separation from Employment

A. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting. Earned accrued vacation shall be included in such payments.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear expected.

Article VI
Holidays

Following paid holidays:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Fourth of July
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day
Birthday
½ day Christmas Eve

When any of the holidays herein above mentioned fall on a Sunday, the following Monday is hereby designated as such holiday for the Highway Department. When any of such holidays fall on a Saturday, the Friday prior to the Saturday holiday shall be celebrated as the holiday.

Unless on vacation, or other approved leave, or unless they can show proof of illness, all employees failing to report to work on a work day prior and/or immediately after a holiday shall not be paid for the holiday.

Article VII
Work Day and Work Week

The basic work week shall consist of forty (40) hours, Monday through Friday, which shall be divided into five (5) workdays of eight (8) hours each. Hours shall generally be 7:00 a.m. to 3:30 p.m. From on or about June 1st to September 15th, the Highway Superintendent may establish a summer work schedule, which schedule shall not vary on a day-to-day basis.

Article VIII
Time Cards

1. Highway employees are required to punch or fill in their hours worked on a daily basis.
2. Under no circumstances shall one employee punch another employee's time card.

Article IX
Attendance and Punctuality

In order to effectively serve the public all employees must report to work on time each day. In the event that an illness or injury prevents an employee from coming in, it is the employee's responsibility to personally notify the Superintendent of Highways each day, or leave a message on the Superintendent's answering machine, unless the employee is physically unable.

If an employee is going to be late, the employee must personally notify the Superintendent of Highways, state the reason for his/her lateness and his/her expected time of arrival, or leave such information on the Superintendent's answering machine.

Failure to call in as required is a violation and will result in the absence and/or tardiness being recorded as an un-excused absence and may result in disciplinary action up to and including discharge. If the Superintendent of Highways is unavailable, the employee must leave a message on the Superintendent's answering machine

Article X
Overtime Policy

After 40 hours of pay (with the authorization of the employer), standard overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Employee choosing not to receive overtime may take comp-time instead. This time must be approved by the highway Superintendent. Each employee will be allowed to accumulate up to (40) forty hours of comp-time.

Article XI
Responsibility for Other Procedural Standards

Employees are responsible for adherence to the operational and procedural standards of their respective jobs. Vacation may only be used in four (4) hour increments.

Article XII
Vacation Time

WMW TO CHECK.

After One (1) Year	One week (5 days) with pay; an additional day added on yearly anniversary date
After Five (5) Years	Two weeks (10 days) with pay; an additional day added on yearly anniversary date

After Ten (10) Years

Three weeks (15 days) with pay; an additional day added every two years on anniversary date.

After Twenty (20) Years

Four weeks (20 days) with pay; one additional day each year after 25 years of service with a maximum of **5 weeks total**

* Vacation days must be used during the year, unless the pressure of work in the Highway Department makes it impossible for the Superintendent of Highways to grant a vacation during such year. In such case, the vacation for that anniversary date or any unused portion thereof, may be added to the vacation to which the employee is entitled during the following anniversary year.

** Vacation notice, at least fifteen (15) days in advance is required for all vacation time in excess of four (4) or more days, unless it is agreed mutually with the Highway Superintendent to waive such time frame. At least one employee will be allowed to take Vacation Time during the Winter Months, November through April. Unused vacation time may be converted to sick time.

Article XIII Sick Days

Paid sick days

12 days per year (one day per month)

Over three (3) days consecutive of sick days, you must have a doctor's excuse.

May accumulate 180 sick days.

Sick days are accumulated by the month (not the year, earning one per month)

Reasons for granting sick leave: sick leave with pay shall be granted by the Superintendent of Highways or supervisor to an employee when incapacitated or unable to perform the duties of his position by reason of sickness or injury. Employees may use accumulated sick leave for illness in the immediate household family.

Sick leave may only be used in four (4) hour increments, unless otherwise approved by the Superintendent.

Article XIV
Personal Days

Paid personal days: 3 days per year (must be used within the year)

Personal leave must be used in one (1) hour increments.

Article XV
Bereavement Leave

Employees are provided up to three (3) days of paid leave for bereavement leave to attend the funeral of a member of their immediate family (immediately family means: father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters, grandchildren or an person who lives in the household of the employee). Employee should notify the Superintendent of Highways or supervisor as soon as possible of their need for a leave.

Article XVI
Jury Duty

Absence caused by serving on a jury will be excused. Employees shall be paid in full day wages. Employees, however, are required to return to work for the remainder of the day that the employee is not required to serve.

Article XVII
Military Leave

As provided in Section 242 of the New York State Military Law, Subsection 5, all employees who are required to attend military duty shall do so with out loss of pay up to a thirty (30) day period.

Article XVIII
New Employees

New full-time highway employees will be hired with at least a Class B drivers license. All new employees shall be subject to the probationary period as determined by Civil Service. A review will be held with the new employee, Town Board, Superintendent of Highways, at the end of the probationary period.

Article XIX
Sick Leave

New Full-Time Employees

An employee shall not be entitled to sick leave with pay until the employee has completed his time. During the probationary period, employees shall accrue, but MAY

NOT USE SICK LEAVE. If employee is hired full time after the probation period the accrued sick days will be in effect.

Article XX
Retiring Employees

An employee contemplating retirement who has unused vacation time standing to his credit, shall notify the Superintendent of Highways in writing of his intention to retire at least ninety (90) days prior to the date of his separation. During the ninety (90) days, the employee shall take his vacation time unless he elects to receive payment for such vacation time at retirement and has so informed the Superintendent of Highways and Bookkeeper in his retirement letter.

Employees who retire with at least ten (10) years of continuous service with the Town shall receive the following:

1. Town pays half (½) of cost for medical insurance for the retiree only, with a cap of premium cost not to exceed \$125.00 a month, until 65 years of age. After the age of 65, pursuant to the chart below, the retiree may utilize any unused sick time to offset the cost of health insurance.
2. Retiree may have the right to pay for any additional dependent coverage through the Townships insurance pursuant to the chart below.
3. The retiree of less than 10 years service may have the option to pay the full amount and remain on the Town's insurance.
4. According to the table below, a retiring employee who has unused sick days shall be credited as follows to offset the cost of health insurance for each 8-hour day of unused sick time.

10-19 years	50%
20-24 years	65%
25-29 years	70%
30 or more	75%

Article XXI
Smoking Policy

The Town policy with respect to smoking shall be incorporated herein.

Article XXII
Health Insurance

The Town's health insurance shall be provided through the Teamsters health insurance plan. The employer shall pay no more towards the monthly premium as follows:

\$700.00	Effective January 1, 2006
\$775.00	Effective January 1, 2007
\$850.00	Effective January 1, 2008

Employees, for their first three (3) months of employment, shall not qualify for health insurance provided by the Town. For the following nine (9) months of employment, the Town shall provide the Teamsters basic, lowest cost, health insurance plan. After one (1) year of employment, the employee shall be entitled for health insurance as provided in Articles XII and XIII of this Agreement. Note: All other expenses which may include a deductible or co-pay will be paid by the employee.

Article XXIII
New Employee Health Insurance

New employees hired after January 1, 2006, must pay 10% of medical premium. Anyone hired prior to January 1, 2006 will pay only according to the cap in Article XXII with no additional percentage.

Article XXIV
Log of Repairs

The Highway Department employees are to log all repairs and maintenance of each vehicle in separate books. Books are to be kept up-to-date individually by employees driving that vehicle and the mechanic.

Article XXV
Clothing Allowance

Clothing allowance for a full-time employee shall be as follows:

January 1, 2006	\$300.00
January 1, 2007	\$300.00
January 1, 2008	\$300.00

Article XXVI
Emergency Call In

Employees shall be paid a total of three (3) hours for any employee call-in on off hours. Employees may be required to stay the full three (3) hours and perform any maintenance

necessary, unless early morning hours may cause a problem with the usual report time at the discretion of Highway Superintendent. Employees will be paid for punch-in one-half (½) hour prior to punch-in time for emergency call in.

Call in for sand truck will be one (1) full-time person. Posted schedule will be used for all call-ins. Person scheduled for call-in will have responsibility of having their truck ready to go if necessary. Advanced assignment roster shall be posted.

Time clock cards to be punched or filled in. Employee wages will be computed from the hours shown.

Employees that notify the employer that they will not be available on particular dates or times will not lose their position on the call-out list.

Employees with cell phones being used on the job will be paid \$15.00 per month.

Article XXVII
Break-Time

A one-half (½) hour for lunch is mandatory each day. Lunch time may be taken at a feasible time with the discretion of the Highway Superintendent.

The employer agrees that lunch breaks shall be 30 minutes. Lunch breaks shall not be at any time before the employee has worked three and one-half (3½) hours on the shift he is working, and no later than five (5) hours after the start of the shift.

A ten (10) minute coffee break is allowed in the A.M. and the P.M. A five (5) minute wash-up and clean-up will be allowed before lunch and a ten (10) minute wash-up and clean-up will be allowed before the end of a day's work.

Article XXVIII
Extra Time

If an employee is required to work the whole or part of any said holiday, scheduled vacation day, such employee shall be paid time and one-half (1 ½) for hours worked, plus the said holiday.

Article XXIX
Discipline

Disciplinary action will be taken when Town policy or procedures are violated. Such actions may include, but are not limited to, verbal warning, written warning, suspension and/or immediate discharge. The action to be taken will depend, in part, on the nature of the violation and the work record of the employees. All actions will be recorded in the personnel file of the employee.

Article XXX
Your Personnel File

Employees are responsible for notifying your supervisor about changes: name, address, telephone number, marital status, number of dependents, or any other information that might affect your employment records. Incomplete and outdated information could interrupt benefits to an employee's family, cause inappropriate amount of tax to be withheld from a paycheck, or even cause difficulty in notification in the event of an emergency.

Personnel files are the property of the Town, and access to the information they contain is restricted. Only officials and representatives of the employer who has a legitimate reason to review information in a file are allowed to do so. With notice, an employee and his representative may review materials in his or her file, but only in the Town office and in the presence of the individual appointed by the Town to maintain the file.

Article XXXI
Dress

Each employee is expected to dress appropriately for the job.

Article XXXII
Personal Phone Calls

Employees must sometimes place or receive personal calls on Town telephones. However, the telephone system is intended primarily for business, so it is essential that we keep personal use from interfering with that purpose. If an employee must make a personal call, do so during non-work periods, ask callers to minimize time and number of calls you receive. Personal long distance calls may not be made from the Town. Personal long distance calls will only be approved in emergency situations.

Article XXXIII
Safety

Safety is everyone's responsibility. Employees are to take precautions to use materials, hazardous materials and equipment with care, and to keep the work site free from hazards. Safety rules may be distributed and posted and will be strictly enforced. Each accident or injury, regardless of how minor, occurring during work, must be reported to the Superintendent of Highways or bookkeeper.

Article XXXIV
Leave of Absence

Employees covered by Town health insurance may apply for a leave of absence due to sickness or injury, of up to six (6) months with coverage of health insurance at Town expense due to an extended illness, or injury. A request must be sent to the Town Board

with a doctor's recommendation of absence, with an option after the six (6) months for re-application. Employee may reapply to the Town Board, the employee would be eligible for a leave of absence for the next six (6) months with all expenses paid by the employee for the health insurance.

***Article XXXV
Buy Back Policy Sick Days***

Full-time employees may sell back a maximum of twenty-five (25) days of their sick time at a rate of \$35.00 each per year. Employee must notify the Payroll Department each year in the month of January by voucher. A surviving spouse will be allowed to receive any unused sick days at the current buy back rate in effect at the time of death, even if the employee was a retiree at the time of death.

***Article XXXVI
Disability Insurance Policy***

Disability insurance policy for full-time highway employees is paid for by the Town.

***Article XXXVII
Workers' Compensation***

Employees are protected by the Workers' Compensation Act of New York State.

***Article XXXVIII
Equal Employment Opportunity***

The Town of Mohawk is an equal employment opportunity employer and does not discriminate against any employee or applicant on the basis of race, creed, color, sex, age, marital status, handicap/disability, religion, national origin, veteran status or arrest/conviction record.

***Article XXXIX
Discrimination***

The Town policy with respect to discrimination shall be incorporated herein.

***Article XXXX
Harassment Policy***

The Town policy with respect to harassment shall be incorporated herein.

Article XXXXI
Substance Abuse Policy

It is the policy of the Town of Mohawk to provide our employees with a drug free work place. In order to do so, the following policies will be strictly enforced:

Employees are prohibited from being under the influence of alcohol or illegal drugs during working hours.

The sale, possession, transfer or purchase of illegal drugs on Town property or while performing business is strictly prohibited. Such action will be reported to the appropriate law enforcement officials.

The use, sale or possession of an illegal drug, alcohol or controlled substance while on duty is grounds for discharge.

No prescription drug will be used by any person other than the one for whom it is prescribed. Such drugs must be used only in the manner, combination and quantity prescribed. It is the responsibility of anyone on prescription medicine that may hinder their performance to notify the Superintendent of Highways.

Failure to adhere to these polices may result in immediate discharge.

Article XXXXII
Rules of Conduct

A member of the department found guilty of any of the following acts will be considered in violation of the rules and regulations which govern the Town and will be subject to disciplinary action.

1. Conduct which brings discredit upon the profession, and the Town.
2. Failure to perform an assigned or required duty.
3. Disobedience of an order, whether written or verbal.
4. Insubordination or disrespect towards an official.

Insubordination: The willful disobedience of any order lawfully issued by a superior or any disrespectful, mutinous, insolent, or abusive language or action towards an official.

5. Sleeping while on duty.
6. Being absent from duty without proper notification or authorization.

7. Leaving duty assignment, without authorization.
8. Incompetence or inefficiency in the performance of duty. All employees will perform their duties in an efficient, courteous and orderly manner using good judgment at all times, and refraining from harsh and profane language.
9. Entering any liquor store, tavern or bar while on Town time.
10. Consuming alcoholic beverage during the time period four hours prior to the start of work.
11. Any illegal conduct.
12. Using coarse, profane or insulting language to any person.
13. Willful mistreatment of any person either verbal or physical.
14. Failure to maintain a neat and clean appearance of self and equipment.
15. Publicly criticizing the official actions of any Town official.
16. Defacing or neglecting to protect and preserve Town property.
17. Permitting any person not on official business to ride in a department vehicle unless specifically authorized by the Town Board or Highway Superintendent.
18. Operating a vehicle without proper authorization on other than official business.
19. Altering Town equipment in any way except as authorized by the Superintendent of Highways.
20. Soliciting or accepting a gift, present, regard gratuity or other thing of value for any service rendered as a Town employee.
21. Being unavailable for call-ins, in the event of an emergency either by phone or other means without a valid reason.
22. Harassment of a civilian or fellow employee by a fellow employee by a Town employee, either verbally, physically, emotionally, or sexually. Sexual conduct of any form is considered to be the basis for a sexual harassment complaint from a department employee, and can be the basis for an investigation and/or dismissal.

Article XXXXIII
Prohibition of Strikes

Neither the Union nor any of its members covered hereunder shall engage in the strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

Article XXXXIV
Disciplinary Procedure

In lieu of and in place of, the parties agree that discipline shall be for just cause. An employee objecting to the discipline must file a grievance and follow the procedure set forth in Schedule "A".

Article XXXXV
Management's Rights

Section 1.

Except as expressly limited by other provisions of this Agreement, all of the authority, rights, and responsibilities possessed by the Employer are retained by it including, but not limited to, the right to determine the mission, purpose, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel required; select, recruit, hire, appraise, train, lay off, promote, determine qualifications of employees, assign or transfer employees; to direct, deploy, utilize the work force, to decide the number and location of its businesses and service operations, the business and service operations to be conducted and rendered, to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

Section 2.

The employer shall negotiate collectively and in good faith with the Teamsters as sole collective bargaining agent of qualified Employer employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Teamsters.

Article XXXXVI
Layoffs

It is not the intent of the Town to diminish the full-time workforce with part-time employees. In the event of a layoff, if there are part-time employees, the part-time employees will be laid off first.

*Article XXXXVII
Legislative Clause*

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


*Article XXXXVIII
Duration*

This Agreement shall become effective January 1, 2006 and shall terminate at the close of business December 31, 2008. All provisions of this Agreement will remain in effect until the signing of a new Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

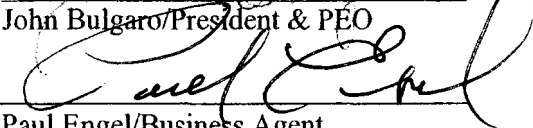
THE TOWN OF MOHAWK

TEAMSTERS LOCAL 294

BY: 
Supervisor

BY: 
John Bulgaro/President & PEO

BY: _____

BY: 
Paul Engel/Business Agent

SCHEDULE "A"

GRIEVANCE PROCEDURE

BASIC PRINCIPLES:

Definition of Grievance:

A grievance shall be any claimed violation of a specific term or provision of this Agreement.

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

PROCEDURES:

An employee of the Department of Highways who has a grievance shall file the procedure as outline below.

- STEP 1. **Informal Stage:** Employees having a grievance and said employee's alternate steward or job steward shall orally present such grievance to the Highway Superintendent within five (5) days of the alleged violation or within five (5) days when the employee knew or should have known of the alleged violation.

STEP 2: **Formal Stage:** (a) Within ten (10) days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Town Board. Such appeal must be in writing. (b) Within thirty (30) days after receipt of the request for review, the Town Board shall meet and render a decision.

STEP 3: If the Union objects to the decision rendered by the Town Board, the Union must, within five (5) days from receipt of such decision, submit the grievance to arbitration pursuant to the procedures of the Public Employment Relations Board.

The arbitration award must be rendered within thirty (30) days after the close of the hearing, unless otherwise mutually agreed to by the parties. Any award requiring the payment of back pay or other monies may only award such payment up to thirty (30) calendar days prior to the filing of the grievance.

The arbitrator's power is limited to the express limited provisions of this agreement.

The arbitrator's decision will be in writing and will set forth findings, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this agreement. The arbitrator shall have no power to alter, add to, or modify the provisions of the agreement.

The cost of the services of the arbitrator shall be borne equally by the employer and the union.

SCHEDULE "B"

WAGES

All employees shall receive wage increases as follows:

	Hired prior to 1995	Hired after 1995
Effective January 1, 2006	\$.70	\$.80
Effective January 1, 2007	\$.70	\$.80
Effective January 1, 2008	\$.70	\$.80

The Assistant Highway Superintendent shall be paid a stipend of \$10.00 per week.

Employees that perform Heavy Mechanical Work will be paid \$2.00 per hour in addition to their regular rate pay for the actual time spent doing this work.