



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Moriah, Town of and Moriah Highway, Water/Sewer, and Solid Waste Departments, International Brotherhood of Teamsters (IBT), Local 294 (2005)**

Employer Name: **Moriah, Town of**

Union: **Moriah Highway, Water/Sewer, and Solid Waste Departments, International Brotherhood of Teamsters (IBT)**

Local: **294**

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

Expiration Date: **12/31/08**

PERB ID Number: **8382**

Unit Size: **16**

Number of Pages: **29**

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

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

BC
8382

AGREEMENT

Between

TOWN OF MORIAH
HIGHWAY DEPARTMENT

and

TEAMSTERS LOCAL 294

Affiliated with International Brotherhood of Teamsters

January 1, 2005 - December 31, 2008

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 2 2004

ADMINISTRATION

16

INDEX

<u>TITLE</u>	<u>PAGE</u>
Appendix (A) - Highway Department-----	14
Appendix (B) - Water/Sewer-----	18-22
Appendix (C) - Solid/Water Department-----	23-26
Appendix (D) - Police Department-----	27-28
Appendix (E) - Building and Grounds-----	29
Applicable Law-----	Article 19-----12
Bereavement Leave-----	Article E-----9
Collective Bargaining Unit-----	Article 2-----4
Contract Reopening Clause-----	Article 20-----12
Discipline & Discharge-----	Article 14-----11
Dues Deductions/Agency Shop-----	Article 3-----4
Fair Employment Practices-----	Article 18-----12
Grievances-----	Article 13-----10
Health & Hospital-----	Article 10-----9
Holidays-----	Article 7-----6
Leave of Absence (Alcohol & Drug Use)-----	L-----16
Leaves-----	Article 8-----7
" Maternity Leave-----	Article C-----8
" Personal Leave-----	Article D-----8
" Sick Leave-----	Article B-----8
" Vacation-----	Article A-----7
Legislative Action-----	Article 17-----12
Longevity-----	-----13
New York State Teamsters-----	Article 11-----10
Joint Council 18 Federal Credit Union	
Overtime-----	Article 5-----5
Reciprocal Rights-----	Article 15-----11

TOWN OF MORIAH

THIS AGREEMENT made to _____ day of _____, and between the TOWN OF MORIAH, hereinafter referred to as the "Employer", and LOCAL 294, acting for and on behalf of the employees of the TOWN OF MORIAH HIGHWAY, WATER/SEWER, & SOLID WASTE DEPARTMENTS, hereinafter referred to as the "Employee".

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Moriah and its employees for the mutual benefit of the public, the Town Government and its employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

ARTICLE 1 - RECOGNITION

Section 1. The Employer recognizes Local Union # 294 as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

Section 2. Local #294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The Collective Bargaining Unit shall be comprised of the following: All full-time and regular part-time employees of the Highway, Water/Sewer & Solid Waste & Police Departments, excluding the Highway Superintendent & Water/Sewer Supervisor, Clerical employees and all other employees.

ARTICLE 3 - DUES DEDUCTIONS/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local Union #294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for Local Union #294, as the recognized exclusive bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wages of all non-union members within this bargaining unit, an agency shop fee in the amount of the dues levied by Local Union #294. Said sums will

be transmitted to Local Union #294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered shall accompany each check.

ARTICLE 4 - WORKDAY/WORK WEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week and will begin on Monday at 7:00 A.M., and end on Friday at 3:00 P.M., being a guarantee of eight (8) hours per day and forty (40) hours per week.

Beginning May 1st, up to and including September 30th, of each year the regular work week shall comprise of forty (40) hours per week and will begin on Monday at 6:00 A.M and end on Thursday at 4:00 P.M. being a guarantee of ten (10) hours per day and forty (40) hours per week. It is at the Highway Superintendent's discretion if this change is utilized each year.

The Highway Superintendent will endeavor to give all Highway Department work to Bargaining Unit Employees.

Section 2. There shall be one-half ($\frac{1}{2}$) hour for lunch period during the regular work day on the job site, or at the shop, to be at the Highway Superintendent's or Water/Sewer Supervisor's discretion.

Water/Sewer-----See Appendix - B
Solid Waste-----See Appendix - C

Section 3. The pay period shall end on Friday. Payroll will be every two (2) weeks and will be distributed on Tuesdays of a two (2) week period.

ARTICLE 5 - OVERTIME

All hours worked before and after the regular workday and outside the regular workweek shall be compensated at time and one-half the regular hourly rate.

To calculate salary paid employees hourly rate for overtime formula, gross income guarantee divided by 2080 = straight time hourly rate, and overtime is 1 $\frac{1}{2}$ times straight time hourly rate.

An employee shall have the right to accumulate up to a maximum of sixty (60) hours of overtime credit which he may take off as compensatory time after the completion of the work week in which the time is earned, with the prior approval of the Highway Superintendent, Water/Sewer Superintendent, Supervisor (Building and Grounds and Police. Any overtime earned over the maximum forty (40) hours shall be paid for time. (Accruals and usage will be between January 1st and December 31st each year.)

All overtime for a call-in or overtime outside the regular workday or regular work week will go by seniority and will be utilized in a rotating fashion allowing all employees the opportunity for overtime. Seniority shall be established as continuous service from last date of hire.

ARTICLE 6 - SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for any emergency call-out.

Section 2. Each Highway Department Employee shall receive a semi-annual clothing allowance and a annual boot allowance. The clothing allowance will be paid in a separate check the first pay day in June and again, the first pay day in December. Each check shall be in the amounts as follows:

Clothing Allowance	\$150.00 in June	and	\$150.00 in December
Boot Allowance	\$100.00 in June		

Total: \$400.00 per year

Section 3. For Water/Sewer----see Appendix - B
For Solid Waste----see Appendix - C

ARTICLE 7 - HOLIDAYS

Section 1. Highway Department employees shall be granted eleven (11) paid holidays as follows: To be paid eight (8) hours pay at the prevailing hourly rate, EXCEPT BETWEEN May 1, and September 30, the work week change to be paid ten (10) hours pay at the prevailing hourly rate.

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Martin Luther King Day

Section 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be on the following Monday. If a holiday falls on a Friday or on a Saturday, the day of observance shall be the previous Monday during the summer months workday/work week.

Section 3. If an employee is required to work on a holiday, he shall be paid at the rate of time and one-half (1 ½) for all hours worked, with the exception of Thanksgiving and New Year's. The pay for those holidays shall be two and one-half (2 ½) times for all hours worked. Christmas is to be paid at three (3) times for all

hours worked at the prevailing hourly rate, or at the employee's option, compensatory time off may be taken, subject to the approval of the Highway Superintendent, or Water/Sewer Supervisor.

Section 4. Holidays for - Water/Sewer----See Appendix - B
Holidays for - Solid Waste----See Appendix - C

ARTICLE 8 - LEAVES

(A) VACATIONS

Section 1. All employees will earn vacation leave upon completion of the following:

After 1 year's service - 1 week off with pay at current rate
After 2 year's service - 2 weeks off with pay at current rate
After 5 year's service - 3 weeks off with pay at current rate
After 10 year's service -4 weeks off with pay at current rate
After 15 year's service -4 weeks off + 8 hours pay at current rate
After 16 year's service -4 weeks off + 8 hours pay at current rate
After 17 year's service -4 weeks off + 16 hours pay at current rate
After 18 year's service -4 weeks off +24 hours pay at current rate
After 19 year's service -4 weeks off + 32 hours pay at current rate
After 20 year's service---5 weeks off with pay at current rate

Section 2. Vacation time shall be:

One week ----- 40 hours
Two weeks ---- 80 hours
Three weeks---120 hours
Four weeks----160 hours

Section 3. If a holiday falls within a vacation week, another day will be given, with the approval of both the Highway Superintendent, or Water/Sewer Supervisor, and Employee.

Section 4. Employees must use all earned vacation credits each year. If not allowed to use accrued vacation they will be paid for the same.

Section 5. From January 1st through January 31st each year, a proposed vacation schedule shall be posted and each employee, in order of seniority, shall be requested to specify the vacation period he desires. First consideration will be given by the Superintendent of Highways, or Water/Sewer Supervisor, with respect to requests of at least one (1) week duration. The final right to allot vacations and the right to change such allotments shall be the right of the Highway Superintendent or Water/Sewer Supervisor in order to insure orderly operations. All conflicts in the scheduling of vacations will be resolved by seniority of the employees involved. The finalized schedule of vacations shall be posted April 1st of each year.

Section 6. New Employees shall be entitled to their first vacation at any time mutual agreed between the Employee and the Highway Superintendent or Water/Sewer Supervisor, after the anniversary date of their first date of employment. Any employee who retires, quits or is discharged prior to his anniversary date shall be entitled to vacation pay earned on a pro rata basis, provided he has been employed for one (1) full year.

(B) SICK LEAVE

Section 1. All employees shall be entitled to one ten (10) hour day of paid sick leave at the prevailing hourly rate for each month of service, commencing from the first day of his employment. During the workday/ work week change employees shall be paid up to ten (10) hours pay at the prevailing hourly rate if the employee has earned ten (10) hours or more sick time based on the ten (10) hours per month formula as stated above. Time earned during this time will be ten (10) hours per month.

Section 2. Employees who become sick during the work day and are released from work may receive sick pay for the hours not worked that day if employee has accumulated the hours needed to compensate no loss in pay.

Section 3. Employees may accumulate up to a maximum of (1,000) hours sick leave credits to be paid the prevailing hourly rate, if needed to be used in the case of a proven illness for him/her self or for the care of an immediate family member, meaning spouse, daughter, son, step-daughter, step-son, and living within the employees home and under the support of the employee and prescribed by a licensed medical tender that said person or persons require support care for said person 24 hours a day.

Section 4. A doctor's certificate may be required if an employee has been on sick leave for three (3) consecutive workdays.

©) MATERNITY LEAVE

Section 1. Maternity Leave shall be granted as controlled by applicable law. Employee being granted such leave may use any unused or accumulated sick time as to suffer no loss in wages. The Employer will continue Health Care coverage during such leave.

(D) PERSONAL LEAVE

Section 1. All permanent employees shall be entitled to six (6) personal leave days per calendar year. To be paid eight (8) hours pay at the prevailing hourly rate except during workday/work week change to be paid ten (10) hours pay at the prevailing hourly rate. However, the employee must give three (3) days notice of his intent to utilize personal leave, which is subject to the approval of the Superintendent of Highways or Water/Sewer Supervisor. If an

employee fails to use his personal days, all unused days shall be added to the employee's accumulated sick leaves.

Section 2. Solid Waste---See Appendix - C

(E) BEREAVEMENT LEAVE

Section 1. In the event of death in an employee's immediate family, (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law, and those relationships generally called "step", providing persons in such relationships have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of three (3) working days off with pay, at the prevailing hourly rate to attend the funeral, provided the period between the day of death and the day of the funeral are working days.

ARTICLE 9 - RETIREMENT

Section 1. All eligible employees shall be covered by New York State Retirement Plan, Section 75i, and receive whatever benefits are available to said employees under said Plan, including Health Insurance under the applicable State Plan.

ARTICLE 10 - HEALTH AND HOSPITAL

The Employer agrees to provide for the life of the Agreement, to be reviewed annually, the NYS Teamsters Council Health and Hospital Plan at the following rates per year:

<u>MONTHLY PREMIUM</u>	<u>EMPLOYEE CONTRIBUTION</u>
2005 - SP - \$290.77	2005 - SP - \$ 6.71
2005 - 2P - \$609.70	2005 - 2P - \$14.07
2005 - F - \$877.07	2005 - F - \$20.24
2006 - SP - \$341.03	2006 - SP - \$ 9.45
2006 - 2P - \$705.90	2006 - 2P - \$19.55
2006 - F - \$949.87	2003 - F - \$26.31
2007 - SP - \$396.50	2007 - SP - \$12.81
2007 - 2P - \$793.00	2007 - 2P - \$25.62
2007 - F - \$1089.83	2007 - F - \$35.21

There will be a buy out of 30% of the premium of the plan, they would be entitled to, or payment of unpaid bills through their plan, not to exceed the premium of the policy they would have been entitled to.

Any employee that retires after January 1, 2002 will contribute 5%

toward their insurance premium amount.

ARTICLE 11 - NEW YORK STATE TEAMSTERS
JOINT COUNCIL 18 FEDERAL CREDIT UNION

A. Permanent employees of the Bargaining Unit shall be permitted to participate in the New York State Teamsters Joint Council #18 Federal Credit Union if they so desire. The Employer agrees, upon filing of the proper payroll deduction authorization form, to deduct the amount specified by the employee and forward said monies in accordance with the regulations of said Credit Union. Employees may change the amount to be deducted no more than twice a year, other than for the purpose of meeting a loan repayment schedule set forth by the Credit Union.

ARTICLE 12 - SENIORITY

Section 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee laid off for a period in excess of one year shall lose his seniority rights.

Section 2. All full time employees shall be afforded the opportunity for any new job classification or work performed in their Department in a seniority manner including newly hired employees.

ARTICLE 13 - GRIEVANCES

Section 1. DEFINITION OF GRIEVANCE: A grievance is defined as any controversy under this Agreement which may arise between the parties.

Section 2. GRIEVANCE HANDLING: Any grievance arising between the Employer and the Union or any Employee represented by the Union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees or the Job Steward shall present the grievance, in writing, to the Highway Superintendent or Water/Sewer Supervisor within seven (7) days after the reason for the grievance has occurred.

STEP 2. If settlement of the grievance is not effected by operation of Step 1, within three (3) days, the matter shall be referred to the Town Supervisor who will have a panel made up of the Highway Superintendent, Water/Sewer Supervisor, Town Supervisor and one Board Member selected by the Supervisor to serve on the panel. If a settlement is not reached at this meeting, the matter

shall be referred to Step 2-A.

STEP 2-A. If settlement was not reached in STEP 2, the matter shall be referred to the Town Board of Moriah. A decision shall be made within seven (7) days after said referral, unless extended by mutual agreement.

STEP 3. If the disposition of the matter by the Town Board or other representative of the employer with authority to act is not satisfactory, either party (Town or Union) has the right to file its grievance with the Public Employment Relation Board, provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within Twelve (12) calendar days of the disposition set forth in STEP 2. Thereafter, the PERB rules and regulations for the handling of grievance shall apply.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week in that period. No permanent employee shall be removed or otherwise disciplined except for a just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Moriah for the employees covered by this agreement, a copy of which is posted on the bulletin board at the location of employment, is part of this contract. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with a set of the rules and regulations.

ARTICLE 15 - RECIPROCAL RIGHTS

Section 1. The Employer recognizes the right of the employees to designate representatives of Local #294 to appear on their behalf to discuss wages, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for the foregoing purposes, provided such visits do not interrupt the work schedule. Such employee representatives shall also be permitted to appear at public hearings upon the request of the employee.

Section 2. Local #294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the content of such notices and communications by the Employer.

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this

contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations, subject to the approval of the Department Head or his assistant in his absence.

ARTICLE 16 - SAVINGS CLAUSE

Section 1. If any article or part thereof this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or local law, or, if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 17 - 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 OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 18 - FAIR EMPLOYMENT PRACTICES

Section 1. There shall be no discrimination against any employee or job applicant because of race, creed, color, national origin, sex or age. No language in this Agreement is directed at any one sex.

ARTICLE 19 - APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local laws applicable thereto, and any of the terms of this Agreement which are not consistent with, or do not conform to any, Federal, State or Local laws shall be deemed null and void.

ARTICLE 20 - CONTRACT REOPENING CLAUSE

In the event of war, declaration of emergency or imposition of economic controls or changes in operations during the life of this Agreement, either party may re-open the same upon sixty (60) day's written notice and request renegotiations of matters details. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If governmental approval of

the revisions should become necessary, all parties will cooperate to utmost to attain such approval. The parties agree that the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 21 - TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from January 1, 2005 to and including December 31, 2008 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2008 advising the such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

ARTICLE 22 - LONGEVITY

<u>Years of Service</u>	<u>\$ Amount</u>
10 - 14 years	\$ 300.00 per year
15 - 19 years	\$ 400.00 per year
20 - up years	\$ 600.00 per year

APPENDIX "A"

HIGHWAY DEPARTMENT

JOB CLASSIFICATION:

A. HEAVY EQUIPMENT OPERATOR

1. Operate truck in connection with hauling of material and construction and repair.
2. Operate truck to transport workmen, tools and other equipment.
3. Operate snow plow or related snow equipment.
4. Perform repairs on automotive equipment.
5. Operate bulldozer, grader, power shovel or other equipment.
6. Service assigned vehicle and maintain it in clean condition.
7. Load and unload trucks.
8. Perform variety of simple manual tasks, such as cleaning culverts, shovel snow, painting and road maintenance.
9. Operate one or more variety of vehicles.
10. Do related work as required.

B. LABORERS

Employees performing the work outlined in number 8 and 10 listed above.

<u>C. WAGES</u>	<u>Hourly Wage Rates</u>	<u>H.E.O.'s</u>	<u>Laborers</u>
Effective	January 1, 2005	\$14.15	\$13.14
	January 1, 2006	\$14.57	\$13.53
	January 1, 2007	\$15.01	\$13.94

D. All full time employees shall be afforded the opportunity for any new job classification or work performed by their Department in a seniority manner including newly hired employees.

UNIFORM RULES AND REGULATIONS

The following rules and regulations and penalties charged for violations of same, are placed into effect, with the approval of your Union, so that all Employees of the Employer may know what duties are required of them in the general conduct of the Employer's business.

Nothing in these rules and regulations shall abrogate the Employee's right through the Union to challenge a penalty through the regular grievance procedure.

(1) TIME OFF:

If an employee desires to take time off other than his vacation or holidays that he is entitled to, he must request the time off in writing at least one (1) week in advance. Final allotment of such time will be in coincidence with Article 8, Section 5.

(2) ACCIDENTS:

(A) Major chargeable accident after full investigation and review of Employee's past record.

- 1st offense.....One (1) week off
- 2nd offense.....Subject to discharge

(B) Minor chargeable accident after full investigation.

- 1st offense.....Letter of reprimand
- 2nd offense.....One (1) day off
- 3rd offense.....One (1) week off

©) Failure to report an accident or personal injury

- 1st offense.....Letter of reprimand
- 2nd offense.....One (1) day off
- 3rd offense.....One (1) week off

(3) EQUIPMENT

(A) Unauthorized use of vehicles

- 1st offense.....One (1) week off
- 2nd offense.....Two (2) weeks off
- 3rd offense.....Subject to discharge

(4) CONDUCT

(A) Use of narcotics, drinking or possession of alcoholic beverages while on duty.

- 1st offense.....Two (2) weeks off

- 2nd offense.....Subject to discharge
- (B) Failure to notify immediate Supervisor that driving privileges have been suspended or revoked in any State.
 - 1st offense.....Subject to discharge
 - 1. Loss of driving privileges in excess of one (1) year.
 - 1st offense.....Subject to discharge
- ©) Driving while license has been suspended or revoked in any State.
 - 1st offense.....Subject to discharge
- (D) Disobeying of order or not doing as ordered
 - 1st offense.....One (1) day off
 - 2nd offense.....One (1) week off
 - 3rd offense.....Subject to discharge
- (E) Failure to report to duty in a reasonable time (1 hour maximum, after being called).
 - 1st offense.....Letter of reprimand
 - 2nd offense.....One (1) day off
 - 3rd offense.....One (1) week off
- (F) Failure to report to work as scheduled without a reasonable excuse.
 - 1st offense.....One (1) week off
 - 2nd offense.....Two (2) weeks off
 - 3rd offense.....Subject to discharge
- 1. Falsifying Time.
 - 1st offense.....One (1) week off
 - 2nd offense.....Subject to discharge
- (G) Fighting during working hours with anyone.
 - 1) Verbal
 - 1st offense.....Letter of reprimand
 - 2nd offense.....One (1) day off
 - 3rd offense.....One (1) week off
 - 2) Physical Contact
 - 1st offense.....Two (2) weeks off
 - 2nd offense.....Subject to discharge
- (H) Failure to wear uniform and Safety Equipment as specified by Law and supplied by the Town.
 - 1st offense.....Letter of reprimand
 - 2nd offense.....One (1) day off
 - 3rd offense.....One (1) week off
- (I) Leave of Absence - Alcohol and Drug Use

An employee shall be permitted to take a Leave of Absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The Leave of Absence must be requested prior to the commission of any act subject to disciplinary action. The Employer shall give at least fourteen (14) days prior written notice to an Employer's intention to request a test for drug use during a physical examination. The employee may within five (5) days of receipt of such written notice, make written request for a Leave of Absence. Such Leaves of Absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the Employee shall not receive any of the benefits provided by this Agreement or Supplement thereto except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

(J) Return from Leave of Absence - Testing:

Employees requesting to return to work from a Leave of Absence for drug use shall be required to be tested by a procedure approved by the Town Board. Failure to take the test or to meet the standards approved by the Town Board shall be cause for discharge without a prior warning letter.

(5) EMPLOYEE'S RECORDS

Offenses against any Employee's record that are over thirty-six (36) months old shall be forgiven and the Employee's record wiped clean.

THESE RULES AND REGULATIONS WILL REMAIN IN EFFECT FOR THE LIFE OF THIS CONTRACT.

APPENDIX B

WATER/SEWER

Note: All language in the contract is in full force and effect for the Water/Sewer Department employees except the following which is part of the contract will be governed as follows:

Workday workweek:

Section 1.

Maintenance employees will work Monday through Friday eight (8) hours per day. (7:00 A.M. to 3:00 P.M. lunch included)

The Town Board may allow the Water/Sewer Superintendent to provide a four (4) day (10 hours per day) work week for water/sewer employees as long as all five (5) days (Monday through Friday) are covered by members of the workforce. (For summer hours only.)

Provisional Plant Operator - will be guaranteed forty (40) hours in a manner to best operate the plant each week. A week being seven (7) days.

This language will also govern the plant operator once established in that classification.

This position will remain on a salary and will be required to work a forty (40) hour week at the Treatment Plant or if needed with Water & Sewer Maintenance Persons. Any hours over forty will be compensated at a rate of time and a half (1 ½) or compensation time whether in the plant or in the field.

The Water/Sewer Supervisor will endeavor to give all work to bargaining unit employees.

CLOTHING ALLOWANCE

Semi-Annually

<u>Maintenance Persons</u>	<u>June & December</u>	<u>\$150.00</u>
<u>Plant Operator</u>	<u>June & December</u>	<u>\$150.00</u>

The Town to furnish at no cost all protective clothing as in the past.

HOLIDAYS

Will be the same as the Highway Department employees.

JOB CLASSIFICATION & DESCRIPTION

Effective June 1, 1993 all employees will be required to possess a valid Class 3 Drivers License. The employer will pay the employee all time involved in getting the C.D.L. so as to not loose any wages. Employer will furnish the vehicle for training and testing.

Section 1. Water Treatment Plant Operator

DISTINGUISHING FEATURE OF THE CLASS

The work involves responsibility for the complete and actual operation of a water treatment plant. This is a technical position involving responsibility for the safe and efficient operation and maintenance of the water treatment plant. General direction is received from the appointing authority, but wide leeway is allowed for planning work methods and dealing with emergency conditions. Supervision over the work of subordinate employees is a requirement of this position. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES (Illustrative only)

Supervises the operation of the plant to assure the most efficient and economical use of equipment, supplies and manpower;

Makes daily inspection of plant and plant machinery;

Makes or supervises necessary testing of water samples;

Operates or supervises the operation of pumps, valves, motors and related machinery and equipment;

Supervises or performs maintenance work and makes minor repairs to machinery and equipment;

Supervises or regulates records readings of meters, gauges and scales;

Supervises and adjusts chlorinators;

Supervises the work of subordinate employees;

Keeps a log of plant operations and related records.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of the practices used and equipment required in the operation and maintenance of a water treatment plant with facilities for the application of chemicals to the water such as, chlorine or chlorine compounds, chlorine-dioxide, chlorine ammonia, fluoride compounds, or the process of dechlorination; good knowledge of the principles and application of physics, chemistry and bacteriology as they relate to water purification; skill in the operation and repair of pumps, valves and related mechanical and electrical equipment; ability to read, understand and record data from gauges, scales and meters; ability to make routine laboratory and field tests for control of plant operations; ability to plan and supervise the work of subordinates; ability to understand and carry out oral and written instructions; mechanical aptitude; alertness and dependability; physical condition commensurate with the demands of the positions.

MINIMUM QUALIFICATIONS: Either:

- (a) Type I - A Water Treatment Plant with facilities for filtration which treats over 2.5.MGD (million gallons per day). High school diploma or New York State equivalency diploma and successful completion of appropriate level water treatment operator courses; and
Ten years of acceptable operating *experience with one year at a water treatment plant with facilities for filtration.
- (b) Type II - A Water Treatment Plant with facilities for filtration which treats 2.5 MGD or less. High School diploma or New York State equivalency diploma and successful completion of appropriate level water treatment operator courses; and
One year of acceptable operating experience at a water treatment plant with facilities for filtration.
- ©) Type I - B Water Treatment Plant without facilities for filtration which treats over 2.5 MGD.
Ten years of acceptable operating *experience at a water treatment plant.
- (d) Type II Water Treatment Plant without facilities for filtration which treats 2.5 MGD or less and serves more than 1,000 people.
High School diploma or New York State equivalency diploma and successful completion of appropriate level water treatment operator courses; and
One year of acceptable operating experience at a water treatment plant.

- (e) Type C Water Treatment Plant (without facilities for filtration) and/or a distribution system that serves 1,000 people or less.
Successful completion of appropriate level water treatment operator; and
Six months of acceptable operating experience at a water treatment plant.
- (f) Type D - Distribution System (all systems).
Successful completion of distribution system operator courses; and
One year of acceptable operating and maintenance experience in a distribution system.
- * The ten-year period of experience may be reduced through education at a rate of two years of experience being equivalent to one full year of college level education. College credits in engineering, natural sciences and other related fields may be substituted for experience at an approximate rate of one college credit hour in the sciences being considered equivalent to one month of experience. Two years of acceptable experience is minimum, regardless of education.

Section 2.

WATER AND SEWER MAINTENANCE PERSON

DISTINGUISHING FEATURES OF THE CLASS:

The work involves responsibility for performing semi-skilled duties in the operation of a water distribution and sewer system. This is routine work involving responsibility for semi-skilled plumbing installation, maintenance of a water distribution system, keeping water consumption records and related duties. The incumbent is also responsible for the routine work for the efficient operation and maintenance of sewer lines. The work is performed under supervision in accordance with policies predetermined by the Town Board. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES: (ILLUSTRATIVE ONLY)

Reads, removes and resets water meters in the homes of consumers;
Repairs water mains, service lines, valves and hydrants;
Makes taps on street water for service to consumers;
Lays mains and installation of hydrants and gates;
Makes minor repairs to such fixtures as hydrants, gates, mains, pumps and motors;

Receives and investigates complaints of customers;
 Cleans and releases plugged and broken sewer lines;
 Checks level and condition of reservoir;
 Maintains inventories of meters, pipes, supplies necessary for operation of water and sewer systems;
 Maintains meter records.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the common practices, tools, terminology and principles of the work; ability to understand and carry out oral and written directions; ability to withstand heavy labor or extended periods in emergencies; ability to make simple calculations; ability to record figures accurately to submit legible written records; courtesy and tact in dealing with the public; mechanical aptitude; dependability; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

Graduation from high school or possession of a high school equivalency diploma and one year of experience in the plumbing field and meet the minimum qualifications to be eligible for the applicable Distribution System Operator's License.

*NOTE: Not required if a licensed operator is providing service.

*SPECIAL REQUIREMENTS FOR DISTRIBUTION SYSTEM OPERATOR:

One year of acceptable operating and maintenance in a distribution system; and successful completion of distribution system operator courses.

WAGES

Section 1. Water Maintenance Plant Operator

<u>Effective Date</u>	<u>Certified Annual Basic Gross</u>
January 1, 2005	\$30,513.60 - \$14.67 per hour
January 1, 2006	\$31,428.80 - \$15.11 per hour
January 1, 2007	\$32,364.80 - \$15.56 per hour

Section 2. Water & Sewer Maintenance Person

<u>Effective Date</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$14.15
January 1, 2006	\$14.57
January 1, 2007	\$15.01

APPENDIX C

SOLID WASTE DEPARTMENT

NOTE: All language in the contract is in full force and effect for the Solid Waste Department employees, except the following which is part of the contract, will be governed as follows:

Workday workweek:

Section 1.

The regular workweek shall comprise of (and shall be a guarantee of) forty (40) hours per week for five (5) days, eight (8) hours per day, the schedule to be set by the Town Board.

Section 2.

There shall be one (1) hour for lunch period during the regular workday to be taken at a location of the employees wishes.

Clothing Allowance: - Semi-Annually

June & December \$150.00

Holidays:

Section 1.

Will be the same days as the Highway Department, with the exception of not having the day after Thanksgiving.

Section 2.

The employee must take THE DAY the holiday is observed ONLY to best manpower the Solid Waste operation.

Personal Leave:

Section 1.

The employees entitled to six (6) personal leave days. Rate of pay as stated in Master language, manner of taking as stated in Master language.

Job classification & Description:

Section 1.

Transfer Station Operator

DISTINGUISHING FEATURES OF THE CLASS:

The work involves responsibility for the operation of a Transfer Station. The duties also include insuring that the Transfer Station area is maintained in an orderly fashion. Work is performed under the general supervision of the Highway Superintendent with considerable leeway allowed for the exercise of independent judgement in planning methods and details.

Supervision may exercised over the work of subordinate staff such as Transfer Station Attendant(s), etc. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Keep simple records;

Directs public and private refuse trucks and vehicles to designated dumping Transfer Station site. Also checks items that require disposal fees, and are properly identified;

May assign work shifts, duty assignments and be required to keep time records;

Responsible for routine servicing, minor repairs and keeping Transfer Station clean;

May be required to operate Transfer Station equipment such as trucks, bulldozers, compactors, and other equipment utilized in a Transfer Station area;

Keeps Transfer Station site neat by policing the area, picking up blowing papers and removing improperly distributed trash to designated areas;

Will supervise compacting, and placement of refuse; also recyclable;

May perform testing, inspection, monitoring activities associated with leach detection and treatment;

Will supervise the recycling operation under the direction of Recycling Coordinator and Highway Superintendent.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Good knowledge of the operation of a Transfer Station and the operation and maintenance of related equipment; ability to plan,

layout and effectuate the orderly operation of a Transfer Station; ability to be courteous and secure the cooperation of others; willingness to work out of doors in adverse weather conditions; dependability, sobriety; honest; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

One year of experience in general labor or construction work, road building or grounds maintenance or work of related nature; or an equivalent combination of training and experience.

NOTE: Eligible for, if required, an appropriate New York State driver's license.

TRANSFER STATION ATTENDANT

DISTINGUISHING FEATURES OF THE CLASS:

This work involves responsibility for insuring that the Transfer Station area is maintained in orderly fashion by directing refuse trucks and other vehicles to designated unloading areas and by policing the Transfer Station area. This is routine repetitive work. Work is performed under the general direction of the Transfer Station Operator. The incumbent does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Directs public and private refuse trucks and vehicles to designated dumping areas at the Transfer Station site;

Keeps a log of refuse vehicles using Transfer Station facilities;

Checks to determine that private refuse haulers have required permits;

Keeps the Transfer Station site neat by policing the area, picking up blowing papers and removing trash which may fall off trucks;

May be required to wet down the Transfer Station or surrounding area to prevent excessive burning or papers blowing;

May assist in servicing and cleaning Transfer Station equipment;

May be required to oversee recycling operations under supervision of Transfer Station Operator.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Ability to understand and follow simple oral and written directions; ability to be courteous and secure the cooperation of

the general public and others; ability and willingness to perform simple manual tasks without direct supervision; willingness to work out of doors occasionally under adverse weather conditions; dependability; sobriety; honest; physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS:

None are required.

SOLID WASTE

WAGES:

Section 1. Operator/ Working Supervisor

<u>Effective Date</u>	<u>Annual Basic Gross</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$28,350.40	\$13.63
January 1, 2006	\$29,203.20	\$14.04
January 1, 2007	\$30,076.80	\$14.46

Solid Waste Department Transfer Station Attendant is to become part-time with holidays, clothing allowance, boots and vacation (to a maximum of two (2) weeks) as the only benefits. A maximum of twenty-eight (28) hours per week to be worked.

WAGES:

<u>Effective Date</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$10.02
January 1, 2006	\$10.32
January 1, 2007	\$10.63

APPENDIX D

POLICE DEPARTMENT

NOTE: All language in the contract is in full force and effect for the Police Department employees, except the following which is part of the contract, will be governed as follows:

Workday workweek:

Section 1. Full-Time Employees

The regular workweek shall comprise of (and shall be a guarantee of) forty (40) hours per week for five (5) days, eight (8) hours per day, the schedule to be set by the Officer in charge with the approval of the Police Commission and/or the Chief of Police/Town Board.

Section 2. Part-Time Employees

The part-time police officers schedule will be determined by the Officer in charge and Police Commission or Chief of Police/Town Board, not to exceed seventy-eight (78) hours per month.

Clothing and Equipment

All necessary clothing and equipment (including weapon) will be provided by the Town as necessary and authorized by Officer in charge and the Police commission and/or Chief of Police/Town Board.

Holidays

Same as Highway Department for full time employees only.

Personal Days

Five (5) personal leave days per year for full-time employees only.

Job Classification and Rules of Conduct:

As provided for in the Town of Moriah Police Department Rules of Conduct as determined by the Town Board.

Vacation

Same as Highway Department for full time employees only.

Sick Time

One (1) day per month for all full time employees.

WAGES:

Section 1. Officer In Charge

<u>Effective Date</u>	<u>Annual Basic Gross</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$35,526.40	\$17.08
January 1, 2006	\$36,587.20	\$17.59
January 1, 2007	\$37,689.60	\$18.12

Section 2. Full Time Police Officer (Prior to 1/1/99)

<u>Effective Date</u>	<u>Annual Basic Gross</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$29,016.00	\$13.95
January 1, 2006	\$29,889.60	\$14.37
January 1, 2007	\$30,784.00	\$14.80

Full Time Police Officer (Hired after 1/1/99)

January 1, 2005	\$25,459.20	\$12.24
January 1, 2006	\$26,228.80	\$12.61
January 1, 2007	\$27,019.20	\$12.99

Section 3. Part Time Officer

<u>Effective Date</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$13.14
January 1, 2006	\$13.53
January 1, 2007	\$13.94

APPENDIX E
BUILDING AND GROUNDS

WAGES:

Section 1: Working Supervisor

<u>Effective Date</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$ 14.15
January 1, 2006	\$ 14.57
January 1, 2007	\$ 15.01

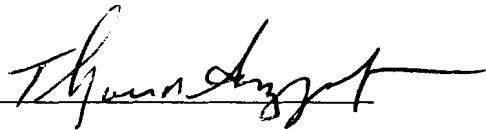
Section 2: Maintenance Worker

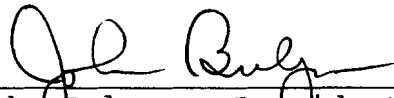
<u>Effective Date</u>	<u>Calculated Hourly Rate</u>
January 1, 2005	\$ 12.64
January 1, 2006	\$ 13.03
January 1, 2007	\$ 13.44

In witness whereof, the parties hereto set their hands and seals
this _____ day of _____ 200__ EFFECTIVE as of
January 1, 2005. To agree on this contract and all included in
this contract and all included in this contract being language,
Appendix A, B, C. D and E and the Rules and Regulations.

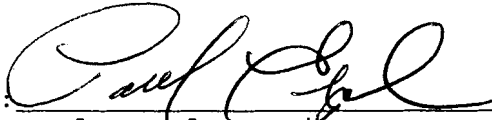
TOWN OF MORIAH

TEAMSTERS LOCAL 294

BY 

BY: 
John Bulgaro, President

Title Supervisor

BY: 
Paul Engel, Business Agent