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**Contract Database Metadata Elements**

Title: **Argyle, Town of and Town of Argyle Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2011)**

Employer Name: **Argyle, Town of**

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

Local: **294**

Effective Date: **01/01/11**

Expiration Date: **12/31/13**

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AGREEMENT  
TOWN OF ARGYLE  
AND  
LOCAL 294, AFFILIATED WITH INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS,  
890 THIRD STREET, ALBANY, NEW YORK

1/1/11 - 12/31/13

ARTICLE 1 - CONDITION AND SCOPE OF AGREEMENT

A. Town of Argyle Highway, hereinafter known as the EMPLOYER, consistent with its policy Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and members of the Town of Argyle Highway Department which will enhance the working program of the Town of Argyle Highway Department and with the intent of providing an orderly means of settlement of differences promptly and fairly as they arise, and

B. To assure equitable treatment of its employees herein pursuant to the Laws of the State of New York, and the rules and regulations and policies of the Employer, which laws, rules and regulations and policies shall be construed for the accomplishment of this purpose;

C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York as the sole and exclusive bargaining representative of: All employees of the Employer heretofore referred to and known as full time machine equipment operators and laborers. Supervisors shall not perform work of members of the bargaining unit except in the event of an emergency, except for a Deputy Highway Superintendent holding a bargaining unit job classification.

D. Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment as long as:

- 1. The Union is informed of such meeting.

2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.
4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.

E. This Agreement entered into this 11th day of May 2011 between Local Union 294, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union" and Town of Argyle, Argyle, New York, hereinafter referred to as the "Employer" shall be in effect from January 1, 2011 to December 31, 2013.

#### ARTICLE II - UNION SECURITY

A. Hiring Additional Personnel: When new employees are to be hired, the Local Union as well as other sources will be afforded the opportunity to send applicants for the jobs.

B. Check-Offs 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 deduction are made. Written authorization by the employees is to be furnished in the form approved by the Employer.

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

- 1- The investigation and presentation of grievances in accordance with the provisions of the collective bargaining Agreement.
- 2- The transmission of such messages and information which shall originate with, and are authorized by the Union or it's officers, provided such messages and information:

- A. has been reduced to writing, or
- B. if not reduced to writing are of a routine nature and do not involve a refusal to perform work assignments.

3- The job steward shall be granted super seniority for purposes of layoff rehire. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission of the State of New York should any conflict arise, such provision shall be modified to conform with the applicable law, rules or regulation.

4- The steward shall not be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job. However, he may be allowed reasonable necessary time to process grievances during normal working hours with no loss of pay.

5- The Union shall notify the Employer in writing of the employee designated by the Union as job steward.

D. Agency Shop Fee: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a Union member shall be paid to the Union by such non-member as rendered by the Union as the exclusive collective bargaining representative.

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, DISCHARGE, PROBATIONARY PERIOD, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS

A. Seniority: Seniority shall prevail in that the employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs, provided such employees are qualified for such work. Management shall have the option to hire from outside the unit only under unique or unusual circumstances.

Employees shall be placed on the seniority list after thirty (30) days of employment as of this 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. Loss of Seniority: Seniority shall be broken only by:

- 1- Lawful discharge
- 2- Voluntary quit

C. Suspension and Discharge: Employees having seniority shall be suspended and/or discharged from employment "only for just cause".

D. Probationary Period: All new employees shall have probationary status for the first thirty (30) days of employment. During such probationary period said employees shall be paid a rate of pay equal to the applicable rate set forth in Schedule "B" to this contract, but shall have no other benefits under this contract and shall have no recourse to the grievance procedure set forth in this contract. Probationary employees may be suspended or discharged without just cause.

E. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, 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, provided they are qualified.

1a. Employees being laid off shall receive three (3) days notice of said lay off. In event of no notice, the employee shall be entitled to three (3) days pay.

2. In the event of a recall the laid off employee shall be given notice of recall by verified phone call by Shop Steward in lieu of mail. Within three (3) calendar days after the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit. The above procedure shall apply only to layoffs of less than one (1) year. In the event that an employee or employees are laid off for a period of more than one (1) year such employee or employees shall lose all prior seniority.

3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

F. Maintenance of Standards: The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than those standards set forth in this Agreement and in any prior written agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

#### ARTICLE IV - PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a 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 Sec. 210 of the Civil Service Law.

ARTICLE V - RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining commencing June 1st for the purpose of attempting to mutually agree upon amendments to this Agreement.

ARTICLE VI - 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 VII - SEPARATION FROM EMPLOYMENT

A. Upon discharge or upon quitting, the Employer shall pay all money due to the employee on the payday in the pay period next following such quitting. Accrued benefits as have been established hereunder 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 excepted, or pay the fair and reasonable value thereof before last pay day.

ARTICLE VIII - EQUIPMENT

A. Defective Equipment:

1. The Employer shall not require any employee nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where such employees refuse to operate such equipment unless refusal is unjustified.

2. Under no circumstances will an employee be required or assigned to engage in any activity involving unusually dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

B. Reports: Employees shall immediately or at the end of their shifts report all defects of equipment in writing to the Highway Superintendent. The employer shall not ask or require any other employee to take out equipment that has been reported to any other employee as being in an unsafe operating condition unless such equipment has been inspected by a component mechanic.

C. Vehicle and Traffic Law Violations:

Employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeurs manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

D. Protective Clothing:

The Town will provide one (1) pair of coveralls per employee per year. In addition, the Town will provide one (1) pair of safety shoes per employee per year, up to a maximum of \$180.00 per year by voucher or through the Town's supplier.

#### ARTICLE IX - PAY PERIOD

A. All employees covered hereunder shall be paid in full bi-weekly. When the regular payday falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.



ARTICLE X - JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be used in another job classification or division only if no work opportunities are lost by men normally performing work in that job classification to which he is transferred.

B. 1- Motor Equipment Operators

2- Laborers

C. An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing any assigned duties.

D. No employee will be paid at a rate lower than his primary classification. When an employee is assigned work in a higher classification, he will be paid the higher classification rate.

E. Employees operating vehicles owned by the Employer may be required to perform all service maintenance and minor repairs on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of said maintenance functions beyond the normal maintenance required by operators.

F. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his rate of pay immediately prior to this agreement plus any increases provided for herein.

ARTICLE XI - VACATIONS

A. Employees shall receive paid vacations as follows:

After one year service - 40 hours with pay

After two years service - 80 hours with pay

After seven years service - 120 hours with pay

After fifteen years service - 160 hours with pay

After twenty years service - 168 hours with pay

After twenty one years service - 176 hours with pay

After twenty two years service - 184 hours with pay

After twenty three years service - 192 hours with pay

After twenty four years service - 200 hours with pay  
Legal Holiday excluded

B. Vacation leave shall not be carried over to the following year. Vacation leave shall be granted when, in the opinion of the appointing authority, it shall be convenient to the conduct of departmental business.

C. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

D. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least one calendar year from the anniversary date of employment.

E. Tentative vacation schedule shall be submitted to the Superintendent no later than May 1st each year. Vacation request shall be submitted no later than five (5) working days prior to the start of vacation requested.

F. Due to the nature of the winter season no more than one (1) employee shall be on vacation at a time, from December 1st until March 15th. Exceptions may be granted on a case by case basis by the Superintendent.

#### ARTICLE XII - HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day after Christmas  
Employee's Birthday

In addition, two further holidays each year to be determined each year of this contract by vote of all employees subject to approval of the Highway Superintendent.

#### ARTICLE XIII - SICK LEAVE

All employees covered hereunder shall be entitled to a maximum of fifty-six (56) hours per year absence with pay chargeable to sick leave, where such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of his illness. A doctor's certificate of physical fitness may be required after absence of three (3) days. The employee or a member of his family shall notify the Highway Superintendent at least one (1) hour prior to starting time. In addition, no employee shall be paid for an authorized holiday if he takes a sick day either the day before said holiday or the day after. Employees may accumulate no more than five hundred sixty (560) hours of sick leave. Upon retirement all accrued unused sick time shall be applied towards retirement under the New York State Retirement Rules.

#### ARTICLE XIV - PERSONAL LEAVE

All employees covered hereby shall be entitled to twenty four (24) hours per year personal leave with pay to be granted upon request to the Superintendent of Highways. Each employee will endeavor to make said request upon reasonable notice and in any case at least twenty-four (24) hours in advance, if possible. Such personal leave is not to be deducted from sick leave or vacation pay. An employee who desires to take a personal day the day before or the day after a vacation day or a holiday, must receive approval prior to taking said personal day or the employee will forfeit the

paid vacation day or holiday exception being in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal day has the burden of providing proof to his supervisor or forfeit said pay for the paid vacation day or paid holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation day or a holiday in order to extend the period of time away from the job. At the end of the year unused personal leave will be converted to sick leave. New hires will accumulate sick leave at the rate of fourteen ( 14 ) hours every ninety (90) days. Personal leave will not be available for New Hires before ninety (90) days of employment.

ARTICLE XV - BEREAVEMENT LEAVE

All employees shall be entitled to three (3) consecutive days absence from employment with pay commencing with the date of death, not chargeable to sick leave, for death in the immediate family including the death of a spouse, child, or parent of the employee or of a parent or child of the spouse of the employee.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVI - MEALS ALLOWANCE AND LODGING EXPENSES

A. Employees required to work at least four (4) hours of work of extra duty in any given day shall be allowed one-half hour paid leave for a meal during overtime.

B. Employees shall be allowed two coffee breaks per day as follows:

15 minutes in morning between 9:00 A.M. and 10:00 A.M.

15 minutes in afternoon between 1:30 P.M. and 2:30 P.M.

Employees shall not be allowed any additional time for travel to and from site of coffee break.

ARTICLE XVII - PENSION PLAN

Employer shall provide employees with the New York State Retirement Fund Plan.

ARTICLE XVIII- INSURANCE

The Employer shall participate in the NYS Teamsters Council Health and Hospital Plan Select Plan for employees and their dependents and N.Y.S. Disability Insurance for employees. Both parties agree there shall be a health Insurance re-opener no later than June 1<sup>st</sup> of the prior year for the years 2012 and 2013.

Retirees will receive medical coverage through the Town based upon the following schedule:

AGE	YEARS OF SERVICE	AMOUNT PAID BY TOWN
50	20	60%
60	20	100%
55	30	100%

For new employees hired on or after January 1<sup>st</sup>, 2000 the Town will pay 75% of the employee's premium from 0 to 1 years. 85% of premium from 1 to 2 years, and after 2 years 100% of the premium. Additionally if an employee chooses to have two person or family coverage the Town will pay 50% of the difference between the employee's individual premium coverage and either the two person or family premium coverage from the onset of eligibility .

ARTICLE XIX - WORK DAY AND WORK WEEK

The work week shall be Monday through Friday inclusive for all employees covered hereunder except those employees who by the nature of their employment are assigned to shift work.

The normal work day shall be a total of eight (8) hours from 7:00 A.M. to 3:30 P.M. with one-half hour without pay for lunch.

Employees must be given at least one week's notice of change in work week schedule. Employees shall receive overtime pay at the rate of one and one-half times the regular pay for all hours worked in excess of forty (40) hours in a single work week hours in excess of eight (8) hours during a five (5) day eight (8) hour per day week and in excess of ten (10) hours during a four (4) day ten (10) hour weeks. (i.e. 12:01 A.M. Sunday through twelve midnight Saturday). If a ten (10) hour four (4) day work week is implemented it shall be between April 1<sup>st</sup> and October 31<sup>st</sup> of each year. Employees after long hours of overtime may choose to go home and not lose overtime already worked. Employees going home is strictly voluntary and up to the employee only. The employer cannot send employees home that want to stay and work. In the event the Highway Superintendent feels he cannot spare any and for all employees they will be required to remain at work. Not more than one half the work force will be allowed to volunteer to leave.

#### A. Comp-Time

Employees may choose to accumulate comp-time instead of being paid overtime. If you choose comp-time instead you must notify the Highway Superintendent prior to the close of payroll for that week. Time off must be by mutual agreement between the Highway Superintendent and the employee requesting the time off. One hour of overtime equals one and one half hour of comp-time. Employees may accumulate up to a maximum of 70 hours of comp-time during the year of 2011, 75 in 2012, and 80 in 2013. Any comp-time not used by the end of the Calendar year will be paid at the comp-time rate to the employee. Comp-time is the employee's choice no one can be forced to receive comp-time instead of overtime.

#### ARTICLE XX - WAGES

See Schedule "B" attached hereto. Employees will receive a 2% wage increase in 2011 with retroactive pay from January 1st, 2011 to the 1<sup>st</sup> pay period after the signing of this agreement. Both parties

agree that there shall be wage a re-opener no later than June 1<sup>st</sup> of the prior year for the years 2012 and 2013.

A. A Deputy Superintendent holding a bargaining unit job classification shall be paid an additional lump sum wage payment at the conclusion of each year in the amount of \$1100.00 in 2011, \$1200.00 in 2012, \$1300.00 in 2013. If any other employee is designated as foreman in the absence of the Highway Superintendant or the Deputy Highway Superintendant the foreman shall be compensated an additional \$10.00 per day.

B. All employees shall work a minimum of 40 hours per week and in the event Employer is unable to provide work for at least 40 hours in any given week, the employee shall be paid his usual and regular amount of pay for working a 40 hour week. Employees called in outside the normal work hours shall be guaranteed a minimum of 2 hours call in pay At a rate of 1 ½ time their current rate of pay from the time they are called into work. In order to qualify for the call in pay from the time of the call in, the employee must punch in within thirty (30) minutes from the time of the call.

C. The Town Highway Barn shall have a time clock and employees shall be paid from the time of reporting until the day's work is finished. Reasonable rules regarding punching in and utilization of the time clock shall be prepared and posted at the time clock and shall be followed by all employees. If an employee is called to a different work site and is forced to use his own car, mileage will be paid at the current mileage rate established by the employer at its annual organizational meeting less the normal distance from his home to his normal work site. If the employee is directed to report to his original site and punches in and then goes to a new site, he will be paid his hourly rate. If during the life of the contract, the Employer authorizes mileage allowance by

increases for other employees, it will be extended to members covered by this Agreement.

ARTICLE XXI - DESCRIPTION OF DEPARTMENT SUPERVISOR

The Argyle Town Highway Superintendent or in his absence, the Deputy Superintendent, is hereby designated the Supervisor for job assignments and instructions.

ARTICLE XXII - WORKMENS COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payment shall be compensated in the following manner:

Any sums received as Workmen's Compensation benefits for absence for which the employee also received full sick leave pay will be paid to the Town as long as the employee receives full salary. The employee shall be entitled to retain any Workmen's Compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXIII - DURATION CLAUSE

This Agreement shall be in force and effect from January 1, 2011 to December 31, 2013 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.



ARTICLE XXIV

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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY

DATED

TOWN OF ARGYLE

BY:   
Supervisor

TEAMSTERS LOCAL 294,  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS, AFL-  
AFL-CIO

890 Third Street  
Albany, New York 12206

BY:   
John Bulgaro/President

BY:   
Thomas L. Quackenbush/Business Agent

SCHEDULE "A"  
GRIEVANCE PROCEDURE

Basic Principles:

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 sate is encouraged.

2- An employee shall have the right to present grievances in accordance with this procedure 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 or legal counsel as hereinafter provided.

4- Each party to a grievance shall have access at reasonable time to all written statements and records pertaining to such cases.

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 and make a determination within the authority delegated 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 agreement. They are not designed to be used for changing such rules or establishing new ones.

Procedures:

An employee of the Town of Argyle Highway Department who has a grievance shall follow the procedure as outlined below:

STEP 1 - Informal Stage: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of five (5) days.

STEP 2 - Formal Stage: Within fourteen (14) days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the job steward may appeal such decision to the Chairman of the Highway Committee of the Argyle Town Board.

Such appeal must be in writing. The Chairman of the Highway Committee shall schedule a hearing to be conducted within ten (10) working days following receipt by him of such written appeal. At a the scheduled hearing the aggrieved employee, the job steward and the Highway Superintendent shall be present and have an opportunity to be heard. Within ten (10) working days following said hearing, the Chairman of the Highway Committee shall render a decision in writing to the aggrieved employee, the job steward and the Highway Superintendent.

STEP 3 - If the Union objects to the decision rendered by the Chairman of the Highway Committee, they may within five (5) days from the receipt of such decision, submit the grievance or grievances at issue to the Public Employee Relations Board pursuant to said agency rules and regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the arbitrator selected shall be final and binding upon the Employer and the Union.

SCHEDULE "B"  
SALARY SCHEDULES

EFFECTIVE JANUARY 1, 2011

MACHINE EQUIPMENT OPERATORS.....	\$ 17.60
LABORERS.....	\$ 15.15

EFFECTIVE JANUARY 1, 2012

MACHINE EQUIPMENT OPERATORS.....	\$17.60
LABORERS.....	\$15.15

EFFECTIVE JANUARY 1, 2013

MACHINE EQUIPMENT OPERATORS.....	\$17.60
LABORERS.....	\$15.15

There shall be a wage re-opener no later than June 1<sup>st</sup> of the prior year for the years 2012 and 2013.

## SCHEDULE "B"

### TIME CLOCK REGULATIONS

#### Early Punch

An employee shall not punch in earlier than (5) five minutes before schedule starting time.

#### Late punch

1) Only one (1) Late Punch ( maximum six (6) minutes) will be excused in any two (2) week period.

2) Additional late punches will result in time being deducted in six (6) minute increments.

3) A disciplinary warning will be issued for four (4) late punches in any thirty (30) day period, after which during the next fifteen (15) days, any additional tardiness will result in suspension without pay for one (1) day. Any additional late punches within the next thirty (30) days will result in a three (3) day suspension without pay.

4) All disciplinary warnings will be removed from the files if the employee is not tardy for thirty (30) days following issuance of notice.

#### Punch Out

No employee will punch out prior to authorized quitting time.

#### Overtime

1) Payment for overtime will only be made when authorized by the foreman.

2) Overtime for emergency work (i.e. snow and ice control) will begin and end with times indicated on the employee's time card paid in six minute increments.

### Field Assignments

Those employees assigned to projects ( start and end their jobs in the field) will have their time card signed by the foreman daily.

### Lunch Time & Overtime Meal Break

Employees will not be required to punch out and back in for the normal lunch and overtime meal break. ( 30 minutes)

### Foreman's Signature

If for any reason an employee cannot punch employee's time card it must be signed by the foreman.

### Responsibilities

- 1) All hourly employees will be required to punch time clocks.
- 2) Employees will punch only their own time card.
- 3) Employee will print name, number and period ending date (Period will run from 12:01 A.M. Thursday to midnight Wednesday).
- 4) Foreman will pick the past week's cards and place new cards in the rack for coming week.
- 5) Foreman will turn in one card for each hourly employee, even if handwritten for those on authorized leave.