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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF LAURENS

and the

TEAMSTERS LOCAL 693

January 1, 2011 – December 31, 2013
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PREAMBLE

It shall be the public policy of the Town of Laurens and the Teamsters Local Union No. 693 and the purpose of this Agreement to promote harmonious and cooperative relationships between the Town of Laurens and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government. This agreement is made between the Town of Laurens, herein after referred to as the “Employer” or the “Town”, and the Teamsters Local Union No. 693, hereinafter referred to as the “Union.”

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 RECOGNITION

Section 1 Bargaining Unit: The Employer hereby recognizes the Union as the sole and exclusive bargaining agent in respect to rates of pay, hours of employment, and all other terms and conditions of employment for all regular non-supervisory full-time employees of the highway department, under the title of motor equipment operator.

Section 2 No Strike / No Lock-Out Clauses: It is agreed that the need for a continued and uninterrupted operation of Public Agencies of the Employer is of paramount importance to the citizens of the community and that there should be no interference with such operation.

The Union agrees, as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the employees within the unit, whether members of the Union or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same. Any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this agreement.

ARTICLE 2 DUES CHECKOFF AND INDEMNIFICATION

Section 1 Union Dues: The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise by reason of actions taken by the Employer for the purpose of complying with this section of the Agreement. Assignees shall have no right or interest whatsoever in any money authorized to be withheld until such money is actually remitted to them. The aggregate total of all such deductions shall be remitted each month to the designated financial officer of the Union. On forwarding payment of said deductions by mail to the assignee’s last known address, the Town and its officers shall be released from all liability to the employees.

(2011-2013)
Section 2  Agency Shop Fees: The Employer shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union an amount equivalent to the dues and assessments levied by the Union in accordance with the laws of the State of New York.

Section 3  Remittance: The Union agrees to indemnify and hold harmless the Employer with regard to any deductions made pursuant to this Article. The Employer shall make deductions in fifty-two equal payments and transmit the amounts so deducted along with a listing of employees to the Union in a manner that is expeditious and beneficial to both parties. The Employer shall remit said monies to: Teamsters Local No. 693, 41 Howard Avenue, Binghamton, New York 13904.

ARTICLE 3 RIGHTS OF THE UNION

Section 1  Representation Rights: The Union shall have the sole and exclusive right to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Taylor Law; under the terms and conditions of the Agreement; to designate its own representatives and to appear before the appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the matter or issue to any court or competent jurisdiction, whichever is appropriate, unless otherwise controlled by this agreement.

Section 2  Bulletin Board: The Employer will provide a bulletin board which will be used exclusively by Local 693 for posting notices and other matters of interest to Union members or other Union business as approved by the local membership and/or Local Union Executive Board.

Section 3  Access to Town Premises: The Employer agrees to permit representatives of Teamsters Local 693 to enter the premises (upon reasonable notice) for the purpose of discussing working conditions with employees provided that they receive prior approval from the Highway Superintendent.

Section 4  Union Stewards: The Employer agrees that Union stewards and properly designated Union representatives shall be allowed to: investigate and process grievances; attend meetings; transit communications authorized by the Union or its officers to the Employer or its representatives; consult with the Employer, its representatives, local Union Officers or Union representatives concerning the enforcement of any provisions of this Agreement during their working hours, on the Employer's premises, and without loss of pay or benefits provided that prior approval has been secured from the Highway Superintendent.
ARTICLE 4  RIGHTS OF THE EMPLOYER

It is recognized that the management of the department, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, including but not limited to, selection and direction of the working force; to hire, suspend or discharge for just cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote, or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, scheduling of work, together with the selection, procurement, designing, engineering and the control of equipment.

ARTICLE 5  HOURS OF WORK

Section 1(a)  Work Week: Except as hereinafter provided, the normal work week for all regular full-time employees shall be forty hours and shall consist of five eight-hour days or four ten-hour days (this will be by mutual agreement between the Highway Superintendent and the bargaining unit members and shall be in effect from April 15th through October 15th, which will be for one year and must be mutually agreed upon for the next year).

The workweek shall be Monday to Friday; however, the employee schedule may be changed temporarily in order to complete a special project. If a change is to be made, the employee must be given at least a three-day notice.

Section 1(b)  Work Day: The standard work day shall begin at 6:00 a.m. and end at 2:30 p.m. If the work week is four ten-hour days, the standard work day shall begin at 6:00 a.m. and end at 4:30 p.m.

Section 1(c)  Lunch and Rest Periods: The work day schedule will include one half-hour unpaid lunch period and two paid fifteen-minute breaks.

Section 1(d)  Emergency Exceptions: The above work hours shall apply with the exception of emergencies declared by the Employer.

Section 2  Overtime Requirement: The Employer reserves the right to require employees to work overtime in case of a declared emergency by the County Emergency Coordinator. (See Article 13, Section 3 on Overtime Pay)

Section 3  Assignment of Additional Hours: Overtime opportunities shall be distributed among the employees according to seniority and qualifications. In the event the Town makes an error in the assignment of additional hours, the Superintendent of Highways and the affected employee(s) will mutually determine a time and project to work the hours the employee should have been offered. (See Article 13, Section 5 on Call-In Pay)
ARTICLE 6 HOLIDAYS

Section 1 Designated Holidays: All legal holidays enumerated herein shall be allowed as days off: New Year’s Day, Easter, Memorial Day, the full work week that includes July 4th, Labor Day, Thanksgiving Day, Christmas Day.

When the Holiday falls on a Saturday the previous Friday will be recognized as the Holiday and when the Holiday falls on a Sunday the following Monday will recognized as the Holiday (unless mutually agreed otherwise).

Section 2 Floating Holidays: Each employee will be allowed two floating holidays. These are to be taken only with the approval of the Highway Superintendent and may be restricted to only one employee at a time. Floating holidays must be used in whole-day increments. An employee may not accumulate floating holidays. Any floating holidays remaining unused at close of business on the last day of the calendar year will be canceled.

Section 3 Holiday Pay: An active full-time employee who does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay.

Section 4 Assigned to Work on a Holiday: When the employee is required to work on Thanksgiving Day, Christmas Day, or New Year’s Day, said employee shall be compensated at the rate of two times his regular hourly rate for each hour worked. If the employee is required to work on any other holiday, said employee will be paid at the rate of time-and-one-half for each hour worked. In either case this overtime rate is in addition to the “holiday pay”.

Section 5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

ARTICLE 7A SICK LEAVE

Section 1 Allowance (monthly accrual): Eligible employees are entitled to eight hours of sick leave per month, which will be credited upon completion of each month of service.

Section 2 New Hires: Newly-appointed employees must complete their probationary period before they can be eligible to take sick leave. They will be credited with the earned time retroactive to their date of full-time hire upon successful completion of their probationary period.

Section 3 Accrual during Leaves of Absence: In order to be eligible for this benefit the employee must be at full pay status for at least one week in the month.

Section 4 Accumulation: There is no cap on the accumulation of sick leave credits.
Section 5  Use of Sick Leave: An employee may use sick leave credits for personal illness or injury that inhibits the employee’s work or for medical and dental appointments, which cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour.

Section 6  Family Sick Leave: An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. The family is defined as spouse and children residing in the employee’s house. The employee may be required to produce a medical certification issued by a health care provider that supports the need for family sick leave.

Section 7  Notification of Sick Leave: To be eligible for paid sick leave, an employee shall notify the Highway Superintendent, or his/her designee, by 6:00 a.m. if not reporting to work.

Section 8  Medical Verification: Sick leave payments, after three consecutive days, shall be made only upon certification of illness by a duly licensed physician or approved medical professional. If the Employer perceives that the employee has demonstrated a pattern of sick leave abuse, said employee may be counseled only in the presence of the business agent. The employee may also be required to submit a certificate of illness by a duly-licensed physician or approved medical professional for such absence. An employee whose records indicate continual consumption of sick leave credits may be required to take a physical examination at the Employer's expense.

Section 9  Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement.

Section 10  Use of Unused Sick Leave Upon Retirement: An employee who retires from Town employment and has been granted a retirement benefit from the New York State Employees’ Retirement System can choose to apply accumulated sick leave to any of the following:

1) 41-j retirement credit (see Section 9, above); and/or

2) cash payment for up to nine hundred and twenty (920) hours at the employee’s rate of pay at the time of retirement; and/or

3) continued payment of monthly medical insurance premiums from an account funded by up to nine hundred and twenty (920) hours at the employee’s rate of pay at the time of retirement.

In no event can the total amount of sick leave credits used in Option 2 plus Option 3 exceed nine hundred and twenty hours.
Section 11 Termination of Employment: An employee hired before January 1, 2011 who has completed five years of employment will be compensated for up to 920 hours of accumulated sick leave in his last paycheck subsequent to the employee giving the employer at least two-weeks notice of his intent to resign. If the employee is terminated for cause, no accumulated leave pay will be given unless otherwise agreed upon.

An employee hired on or after January 1, 2011 who resigns, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

ARTICLE 7B PERSONAL LEAVE

Section 1 Allowance (front-loaded on January 1st): Eligible employees shall be credited with twenty-seven hours of paid personal leave per year.

The employee may also use a maximum of sixteen hours of sick leave credits a year for legal appointments (i.e. house closing, attorney appointments).

Section 2 Date Credited: An employee will be credited on the first day of January of each year for the personal leave for that year.

Section 3 New Employees: Employees who are on probation may not take a personal day until after the successful completion of their probationary period. Said employee will then be given days based on their date of full-time hire prorated until the end of the year. The prorated calculation shall be based on one day per four months of fully-paid employment during the calendar year. When the employee is in the second calendar year of fully paid employment, their days will be based on the rate indicated above.

Section 4 Accumulation: These days are not accruable from one year to the next. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be transferred to the employee’s sick leave credits.

Section 5 Scheduling: These days must be requested by the employee and approved in advance by the Highway Superintendent, or his/her designee. Personal leave credits may not be used in increments of less than one hour.

Section 6 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.
ARTICLE 8 VACATION LEAVE

Section 1 Allowance (credited on January 1st): Vacation time, with pay, will be based upon the calendar year (January 1 - December 31). Vacation days shall be earned according to the following schedule:

A newly hired employee will be credited with paid vacation leave prorated by the number of months to be worked in the remainder of that calendar year, with forty hours equal to 100%. For example, a full-time employee who is hired on March 1st will be credited with thirty-three hours of paid vacation leave; an employee who is hired on October 1st will be credited with ten hours of paid vacation leave.

An employee will be credited with forty hours of vacation leave on the January 1st immediately preceding the employee’s first anniversary date and each January 1st thereafter until the employee is to complete two years of continuous employment.

An employee who is to complete two years of continuous employment will be credited with eighty hours of vacation leave on the January 1st immediately preceding the employee’s anniversary date and each January 1st thereafter until the employee is to complete five years of continuous employment.

An employee who is to complete five years of continuous employment will be credited with one hundred and twenty hours of vacation leave on the January 1st immediately preceding the employee’s anniversary date and each January 1st thereafter until the employee is to complete twelve years of continuous employment.

An employee who is to complete twelve years of continuous employment will be credited with one hundred and sixty hours of vacation leave on the January 1st immediately preceding the employee’s anniversary date and each January 1st thereafter until the employee leaves employment.

Section 2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than sixty calendar days in the twelve months preceding the employee’s anniversary date, excluding an unpaid leave of absence due to a Workers’ Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

Section 3 Accumulation: Vacation days must be taken within the calendar year in which they are earned. An employee may request to carry a maximum of one week of earned vacation into the next calendar year.

Section 4 Scheduling: Upon the approval of the Highway Superintendent, these days may be taken in one-day increments. The employee must request vacation leave at least two days in advance. No request for leave shall be unreasonably withheld.
Generally, no vacation leave request shall be approved between December 1st and April 1st. Upon the written receipt of proof of need, such as a family emergency, the Highway Superintendent may grant the employee vacation leave. The Highway Superintendent shall first determine if the amount of time requested is available.

(Note: If a paid holiday occurs during an employee's vacation period, the day will count as a paid holiday, not as a vacation day.)

Section 5 Termination of Employment: An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave credits. The employee will be compensated for all accumulated vacation leave in his last paycheck, predicated upon the Employer's receipt of at least a two-week notice of the employee's intent to resign or retire.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 1 Definition of Grievance: Any grievance and/or dispute between the parties arising out of a misinterpretation, meaning or inequitable application of the terms of this agreement shall be settled as set forth below.

Section 2 Time Limits: For the purposes of this Article, workdays will exclude Saturday, Sunday and holidays. The time limits set forth in this Article are of the essence. They may be extended, in writing, by mutual agreement of the parties. Failure to file a grievance within thirty days of its occurrence, or when the parties should have known of its occurrence, shall be deemed as settled, and all rights will be waived.

Section 3 Formal Grievance Procedure: The procedure to be followed when filing a grievance shall be:

Step 1 - Appeal to Highway Superintendent: In the event an employee or group of employees claim to have a grievance, the Shop Steward may present their grievance to their Highway Superintendent in writing within thirty working days after the grievance occurs or after it became known.

Within ten working days after presentation of the grievance, the Highway Superintendent shall discuss the complaint with the grievant and the Shop Steward and respond in writing within ten working days. The written response shall be signed, dated, and a copy shall be forwarded to the Town Supervisor within ten working days.

Step 2 - Appeal to Town Supervisor: In the event that the grievance is not resolved at Step One, the Shop Steward and the Teamster Business Agent may submit, within ten working days from the Highway Superintendent's response, a formal written grievance to the Town Supervisor, or his/her designee. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract allegedly violated, the date of the alleged violation, and the remedy sought.
The Town Supervisor, or his/her designee, will meet with the aggrieved employee and the Teamster Business Agent to discuss and review the allegations. Within ten working days of the meeting, the Town Supervisor, or his/her designee, must respond in writing to the aggrieved employee with a copy to the Business Agent.

**Step 3 - Mediation:** In the event the grievance is not resolved at Step Two, the Teamster Business Agent may submit the grievance to a Permanent Mediator (Kevin Flanigan) or one mutually-decided upon by the parties. The mediator will provide a report to the parties and the Town Board.

**Step 4 - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Three, the Union may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Three response or when the Step Three response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

**ARTICLE 10 DISCIPLINARY PROCEDURE**

**Section 1  Probationary Period:** Except as otherwise provided in the rules and regulations of the Otsego Civil Service agency, an employee's original appointment to a position in the non-competitive or labor class will be for a probationary period of not less than eight nor more than twenty-six weeks. A probationary employee may, at the discretion of the Highway Superintendent, be discharged without cause or notice during the probationary employment.

**Section 2  Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in Section 1, above, to any disciplinary action or penalty except for just cause.

**Section 3  Notice of Discipline:** The Town shall provide the employee with a written Notice of Discipline, which shall contain the charges and specifications and the penalty. Simultaneously, a copy of the notice shall be given to the Teamster Business Agent.

**Section 4  Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Teamster Business Agent may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within seven calendar days from receiving the Notice of Discipline. Within seven calendar days after receiving the appeal, the Town Supervisor will meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response,
which shall be given to the disciplined employee and the designated representative of the Union.

Section 5  Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Teamster Business Agent may submit the matter to arbitration by filing a demand for arbitration with the New York State Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within seven calendar days of receiving the response from the Town Supervisor or when the response should have been received.

The Town and the Union shall share the fees of the arbitrator equally. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties.

Section 6  Time Limits: The Union must adhere to the time limits set forth in this disciplinary procedure. In the event the Union does not advance the appeal to the next step within the established time limit, the appeal will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the Town Supervisor.

Section 7  Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

ARTICLE 11 MEDICAL

Section 1  Insurance Plan: The Town will make available individual major medical, hospital, surgical and prescription drug insurance coverage – with a dental and vision riders.

On January 1, 2012 and each year thereafter under the “high deductible plan”, the Town will fund in full the “Health Savings Account” (HSA) for each enrolled employee to cover the $2,600 annual deductible for an individual plan. In the event the annual deductible increases during the term of this collective bargaining agreement, the Town will fund that amount.

Section 2  Date Coverage Begins: Coverage will begin on the first day of the month following the employee’s first day of employment, provided the requisite insurance forms have been completed.

Section 3  Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan’s benefit structure and provider network are substantially equivalent to the then current plan.

Section 4  Premium Payment: The Town will pay the full premium for individual coverage. If the employee chooses to have two-person or family coverage, the employee will pay any additional premium cost above the individual premium. All contributions will be divided into twelve equal payments.
Section 5  Medical Insurance Buy-Out: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage and sign an appropriate waiver of medical insurance coverage.

Section 6  Amount of Buy-Out: The employee will receive fifty percent of the Town’s annual premium contribution for individual coverage. The buy-out is subject to applicable taxes. Partial payment of the buy-out will be made in the employee’s regular paycheck for each pay-period the employee is eligible for the buy-out.

Section 7  Reinstatement to Town-Sponsored Plan: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

ARTICLE 12 RETIREMENT PLAN

Section 1: The Employer agrees to continue its participation and contribution to the current retirement plan as it exists at the time of the signing of this Agreement.

ARTICLE 13 WAGES

Section 1  Pay Schedule: The pay schedule for eligible employees shall be as follows for the period January 1, 2011 through December 31, 2013, which reflects a two percent increase retroactive to January 1, 2011 (which will be paid on or before January 1, 2012), a two percent increase on January 1, 2012, and a two percent increase on January 1, 2013.

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Deputy Superintendent: It is agreed that if a unit member is appointed Deputy Highway Superintendent, said employee shall receive an additional $0.35 per hour for all hours worked in such title.

Lead Mechanic Duties: In the event a Motor Equipment Operator is assigned by the Superintendent of Highways to take lead responsibilities for the maintenance of highway machinery and equipment, such employee will receive a differential of two dollars per hour above the wage rate for Motor Equipment Operator. The assignment of this function is at the sole discretion of the Superintendent of Highways subject to appropriations in the annual budget for the highway department.
Section 2 New Hire Rate: New employees will be hired at $1.00 per hour less than the regular hourly rate; upon the completion of the six-month probationary period, they will receive an increase of $0.50 per hour for six months. The employee will be raised to the lowest rate after one year of continuous service, and thereafter will be eligible for all applicable increases.

Section 3 Overtime Compensation: Employees shall be compensated at the rate of time and one-half for all hours worked in excess of forty hours of work in a seven-day pay period. Paid time off shall be considered as hours worked.

Section 4 Compensatory Time: An employee may elect to use earned overtime in the form of compensatory time off. Such time will be earned in the same manner as paid overtime (time and one-half for each hour worked) and can be earned in half-hour units as well as being taken in hourly units. In any calendar year, an employee may convert a maximum of forty hours of overtime work into sixty hours in compensatory leave credits and must be liquidated within the year it was earned. If there is a balance as of November 30th of the year, it will be paid in cash in the first payroll period of December of that year at the employee’s then current rate of pay.

Section 5 Call-In Pay: Employees called back to work outside of and unconnected with their normal workday shall be guaranteed a minimum of three hours pay for such work. Such hours will be compensated at the overtime rate. If the employee is called in to work early or stays late, the (the three hour minimum will not) apply. Employees who are called out will be paid from the time of the call through the completion of the work. Employees must respond within forty five minutes (under normal circumstances) in order to be eligible for payment for this duty.

ARTICLE 14 WORK RULES

Section 1 Adoption of Rules: The Employer may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees. These rules shall be applied and enforced in a fair and equitable manner.

Section 2 Posting of Rules: It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union prior to their posting and implementation.
ARTICLE 15 LEAVES OF ABSENCE

Section 1 Bereavement Leave: The Town of Laurens agrees to allow up to three paid bereavement leave days to observe the death of the following immediate family members of either the employee or spouse: spouse, domestic partners, children, step-children, parents, step-parents, siblings, and grandparents. It is agreed and understood that one of the three bereavement days may be used for a memorial or burial service at a later date. Sick leave may be used to extend a bereavement leave. [Was last paragraph in Miscellaneous Clauses, page 28]

Section 2 Federal Jury Duty: The Employer shall reimburse the employee the difference between their daily wage and the amount received in payment for the jury services. Such reimbursement will be paid only upon proof of earnings.

Section 3 State or Local Jury Duty: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

Section 4 Notification of Jury Duty: When an employee is summoned for jury duty, the summons must be submitted to the Highway Superintendent immediately.

Section 5 Return to Work following Jury Duty: If practical, the employee may be expected to return to work for the rest of any day that he/she is not required to serve.

Section 6 Unpaid Leave of Absence: The Highway Superintendent may recommend an employee's unpaid leave to the Town Board upon the receipt of a written request. Such leave shall be without pay and only after the employee has exhausted all paid leave. Accrual of paid leave time shall be suspended during the period of unpaid leave. The employee may continue his/her health insurance coverage by making the premium payments directly to the Town. Employees who are on unpaid leaves which exceed ten months shall not be eligible for the next pay increase. Employees may return to work prior to the expiration of the approved leave only upon the approval of the Highway Superintendent.

ARTICLE 16 NON-JOB RELATED DISABILITY

Section 1 NYS Disability Insurance: The Employer shall provide NYS Disability Insurance for each employee. The Town will pay the full premium for short-term disability insurance for each eligible employee.

Section 2 Reporting Non-Job Related Injury: To ensure prompt coverage of the claim, the employee should submit a written report of the illness or injury on the proper application form to the Office of the Town Supervisor within twenty-four hours of the occurrence. Proper medical certification will be required and must be submitted with the application form.
Section 3 Use of Sick Leave Credits for Non-Job Related Disability: An employee may draw from the employee’s sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with disability payments to equal, but not exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of paid leave.

Section 4 Continuation of Medical Insurance during Non-Job Related Disability: If an employee is unable to work due to a non-occupational injury or illness, the Town will provide the benefits guaranteed by the Family Medical Leave Act (FMLA). An employee who is receiving short-term disability payments for lost time and is drawing full pay by using accrued leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all leave credits, and/or is still unable to return to work, the employee may pick up his/her own insurance under the Employer’s health plan by paying the premium or may terminate the coverage.

ARTICLE 17 JOB RELATED DISABILITY

Section 1 NYS Workers’ Compensation Insurance: In accordance with New York State law, the Town will make available a Workers’ Compensation plan for job-related injuries or illnesses. The Town may, at its discretion, change carriers and/or offer an alternative Workers’ Compensation plan.

Section 2 Reporting Job-Related Injury: To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Superintendent of Highways, or designee, on the proper form, within twenty-four hours of the occurrence. The Superintendent of Highways, or designee, will notify the Office of the Town Supervisor who will complete and submit the required forms.

Section 3 Use of Leave Credits for Job-Related Disability: The employee may, upon written request and at their discretion, draw from the employee’s sick leave credits, then personal leave credits, and then vacation leave credits to supplement payments received by Workers’ Compensation, but not to exceed, the employee’s regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

Section 4 Continuation of Medical Insurance during Non-Job Related Disability: The Town will continue medical insurance coverage for an employee who is on an approved lost-time claim for up to twenty-six weeks. Thereafter, an employee who is absent due to a Workers’ Compensation illness or injury and is continuing to draw on accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year.
ARTICLE 18 MISCELLANEOUS CLAUSES

Section 1  Fire Department Duties: Employees who are members of the Laurens volunteer fire department and/or emergency squad and are performing fire fighting and/or emergency medical or rescue duties may be excused from their work duties without loss of pay.

Section 2  Damage to Personal Property: If an employee damages or loses his watch or glasses while in the performance of his duty, the Employer will reimburse the employee for such loss or damage as follows: watch $50.00 and glasses $125.00. This reimbursement will be made only after Workers' Compensation and/or other applicable insurance payments.

Section 3  Motor Vehicle Fines: The Town of Laurens agrees to pay for the following Motor Vehicle violations: overloads, emissions violations, unsafe tires, broken lights, glass, faulty flares or triangles, fire extinguishers, brakes, frame suspensions, faulty seat belts and all other violations covered by New York State Inspection and Federal Motor Truck Safety Laws. Payment of said fines shall be made only if the employee was directed to operate equipment in violation of the above and in a timely manner in order that the employee's CDL is not jeopardized. The Town of Laurens shall not be responsible for any fines or tickets issued to an employee who knowingly violates any Motor Vehicle laws, rules or regulations. This will include speeding violations, reckless driving, driving while, intoxicated or other moving violations that are the responsibility of the employee.

Section 4  Work Uniforms: The Town of Laurens shall establish an annual budget for uniforms in the amount of twelve hundred dollars ($1200). The Highway Superintendent and the members of the Department will meet to establish a uniform issue as determined by the committee. This determination shall be made by October 1 of each year. The allotment of each item will be based on the budget and will be mutually agreed upon by the members and the Highway Superintendent. The members agree to be responsible for the upkeep and maintenance of the uniform. Said uniforms shall only be worn by the employees while in performance of their duties. Replacements will be authorized by the Highway Superintendent.

ARTICLE 19 NON-DISCRIMINATION

Section 1: The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The Union shall share equally with the Employer the responsibility for applying the provisions of this agreement.

Section 2: The Employer agrees not to interfere with the rights of employees to become a member of the Union and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer's representative against any employee because of Union membership or because of any employee acting in an official capacity on behalf of the Union or for any other cause.

Section 3: The word employee as it appears in this agreement shall be interpreted to mean the singular or plural, whichever is applicable, and shall designate both sexes.
ARTICLE 20 EXECUTION OF AGREEMENT

Section 1 Duration of Agreement: This Collective Bargaining Agreement shall be effective from January 1, 2011 through December 31, 2013, unless otherwise agreed to by the parties.

Section 2 Total Agreement Clause: This Agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect, except by further written agreement between the parties. Except as otherwise provided herein, neither party shall be obligated to negotiate or re-negotiate any item, whether contained herein or not, sooner than 120 calendar days prior to the expiration date. Either party may notify the other party in writing of its desire to re-negotiate, and may request a time and place for the initial negotiating session.

Section 3 Savings Clause: If any article or part thereof of this Agreement or any addition thereto should be decided to be 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 of this Agreement or addition thereof shall not be affected.

If a determination or decision is made, the parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

Section 4 Legislative Action: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 5 Execution of Agreement: The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives on December 28, 2011.

TOWN OF LAURENS

Oscar Oberkircher
Town Supervisor

Roberta Dunker
President & Business Agent

TEAMSTERS LOCAL 693

Michael A. Richardson
Labor Relations Consultant