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

For additional information on the ILR School - [http://www.ilr.cornell.edu/](http://www.ilr.cornell.edu/)
COLLECTIVE BARGAINING AGREEMENT

between

THE

TOWN OF MILFORD

AND

TEAMSTERS UNION
LOCAL 294

Effective January 1, 2014

Expiration December 31, 2016
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AGREEMENT

This Agreement made and entered into this 1st day of January 2014 by and between the Town of Milford, [hereinafter referred to as the "Employer" or "Management" or "the "Town"] and Teamster Local Union 294, affiliated with the International Brotherhood of Teamsters, [hereinafter referred to as the "Union" or the "Local"].

ARTICLE 1
RECOGNITION

1:01 The Town of Milford agrees that Teamster Local Union 294, affiliated with the International Brotherhood of Teamsters, shall be the sole and exclusive representative for all employees described in Article 2 for the purpose of collective bargaining.

1:02 The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct or to participate in such strike. In the event of such unauthorized activity, the union shall notify the participating employees that their activities are in violation of this Agreement, and shall cease forthwith, and the Union shall order the employees to work immediately.

ARTICLE 2
BARGAINING UNIT

2:01 In accordance with the Certification of the Public Employment Relations Board dated January 29, 1990, the Bargaining Unit shall consist of all employees of the Highway Department. Specifically excluded are the clerical and temporary employees, Highway Superintendent and Deputy Superintendent.

2:02 Dues Deduction / Check-Off of Union Dues

(a) The Town of Milford agrees that during the life of this Agreement, it will deduct Union membership dues and assessments, if any, from the wages of employees who are members of the Bargaining Unit and of the Union upon proper authorization for such deduction by each such Union member. The amount of the monthly dues and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union 294. The Town shall remit such deduction monies to the Union in the month in which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law.

(b) The Union shall indemnify and save the Town of Milford harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town of Milford in reliance upon check-off authorization cards
ARTICLE 3
MANAGEMENT RIGHTS

3:01 Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normally accepted management prerogatives, including but not limited to:

a) the right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees;

b) the scheduling of operations, the methods, processes and means of operating, including sub-contracting if necessary;

c) to take whatever action is necessary to carry out the mission of the Department in cases of emergency;

d) to make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement; and,

e) to determine the size of the work force.

3:02 It is understood and agreed by the parties that if the Town of Milford determines that the subcontracting of the work of the Highway Department is necessary, such subcontracting will only be initiated as a supplement to the regular work force.

ARTICLE 4
NON-DISCRIMINATION

4:01 The Town of Milford agrees that it will not discriminate in the hiring or promotion of employees because of race, religion, sex, age, disability or national origin except where age, sex or fitness is a bona fide occupational qualification.

4:02 The Union agrees that it will not discriminate with respect to membership or representation because of race, religion, sex, age, disability or national origin.
ARTICLE 5
PRODUCTIVITY

5:01 The Union recognizes the necessity of continuous improvement in productivity in the Highway Department of the Town of Milford and, in this connection, will urge its members to cooperate with the Town in accomplishing this result.

ARTICLE 6
UNION SECURITY

6:01 Each regular employee who, on the effective date of this Agreement, is a member of the Union and any employee who becomes a member of the Union after the signing of this Agreement shall, as a condition of employment, maintain his membership in the Union for the life of this Agreement.

6:02. If an employee desires to withdraw from Union membership, such employee shall, within fifteen [15] days prior to the termination date of this Agreement, present a written withdrawal Notice to the Union with a copy of such Notice to the Town Board.

ARTICLE 7
PROBATIONARY EMPLOYEE

7:01 An employee is considered to be probationary for the first three (3) months of continuous employment after having been appointed to a full-time regular position in the Highway Department. A probationary employee’s wages will start at $11 per hour.

7:02 During the Probationary Period, the Town may terminate any Probationary Employee and there will be no obligation to re-employ such individual.

7:03 Upon completion of the Probationary Period, the employee shall be subject to the terms and conditions of the Collective Bargaining Agreement and his length of service shall be calculated as of the initial date of employment.

7:04 In the event an employee is hired as a temporary employee and is subsequently appointed to a full-time regular position in the Department, his Probationary Period may be reduced by the number of months worked as a temporary employee provided such service was within twelve (12) months of the appointment as a regular employee.

7:05 An employee who qualifies under Section 7:04, and who receives credit for such Probationary Period will have his seniority adjusted by the time spent as a temporary employee calculated in full months.
ARTICLE 8
LENGTH OF SERVICE

8:01 Length of Service (Seniority) is defined as the length of an employee's continuous service with the Highway Department of the Town of Milford from the last date of continuous employment within the Highway Department.

8:02 The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

8:03 An employee shall lose all seniority if he:
   a) voluntarily resigns;
   b) is discharged for cause;
   c) is on Layoff for a period in excess of one [1] year; or,
   d) does not return upon recall.

ARTICLE 9
CLASSIFICATIONS

9:01 The classifications covered by this Agreement are in accordance with the Civil Service Law of the State of New York and the Rules and Regulations of the County of Otsego.

ARTICLE 10
TEMPORARY EMPLOYEES

10:01 It is understood and agreed by the Union that the Town of Milford has the unlimited right to hire temporary employees when the work load requires such additional employees. Such temporary employees are not subject to any of the terms or conditions of this agreement except where explicitly so stated. Temporary employees shall only be hired as a supplement to the regular work force at a starting rate of $11 per hour.

ARTICLE 11
HOURS OF WORK

11:01 Work Day
The work day for all employees of the Highway Department shall consist of eight (8) hours, from 7:00 a.m. to 3:30 p.m. with unpaid lunch period of thirty (30) minutes. It is understood and agreed that the Employer may establish a starting time other than 7:00 a.m.
11:02 Work Week
The regular work week for all employees of the Highway Department shall consist of forty [40] hours, Monday thru Friday. It is understood and agreed that a work week of Monday through Thursday may be established by mutual agreement with the Board.

11:03 For the purpose of computing the forty [40] hours per week, employees will be credited for eight [8] hours of work for a paid holiday and/or personal leave day which falls within their scheduled work week and such employee would have worked were it not a holiday or personal leave day.

ARTICLE 12
OVERTIME

12:01 Employees subject to the terms and conditions of this Agreement shall receive overtime at the rate of one and one-half [1 1/2] times their regular rate for all work in excess of eight [8] hours per day, or in excess of forty [40] hours in any one work week. It is agreed and understood that there will be no pyramiding of overtime, [i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week].

12:02 An employee shall be compensated a minimum of two (2) hours pay when called back to work after the employee has punched-out for the work day, even though their work period is less than two (2) hours.

ARTICLE 13
GRIEVANCE PROCEDURE

13:01 Any difference or disagreement between the Town of Milford and the Union, or between the Town and any employee, or group of employees, covered by this Agreement, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner hereafter set forth.

13:02 The Town recognizes the right of the Union to designate or elect a Union Steward from the bargaining unit to appear on behalf of the Union to represent employees in the processing of grievances.

13:03 Time limits are established in each step of the procedure to insure that an alleged violation of the agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievances shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.
13:04 **Procedure**

**Step 1**
Any member having a grievance or any one designated member of a group having a grievance shall present the matter in writing to the Highway Superintendent no later than ten [10] days from the date on which the grievance is alleged to have occurred or becomes known to the employee or employees. The Highway Superintendent shall answer the grievance, in writing, within ten [10] working days of the date of receipt of the grievance to the grievant or his/her representative.

**Step 2**
In the event that the alleged grievance is not resolved in Step 1, the Union may appeal it within five [5] working days of the answer in Step 1, in writing, to the Town Supervisor. The Town Supervisor will meet within ten [10] working days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Town Supervisor shall respond, in writing, to the union within ten [10] working days of the date of such meeting.

**Step 3**
In the event the alleged grievance is not resolved in Step 2, the Union may appeal it within five (5) working days of the answer in Step 2, in writing to the Town Board. The Board or a committee of the Board will meet within forty-five (45) days of the date of appeal with representatives of the Union in a further effort to resolve the grievance. The Board shall respond, in writing, to the Union within ten (10) working days of the date such meeting.

13:05 **Arbitration**

Any grievance within the scope of this agreement which is not settled in Step 3 of the Grievance Procedure herein provided may be submitted to an arbitrator in the manner as set forth below.

a) Notice of intent to appeal any grievances to an arbitrator must be filed, in writing, with the Town within seven [7] working days after the final decision has been given by the Board under Step 3 of the Grievance Procedure. If such notice is not received by the Town within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.

b) Within five [5] days after an Arbitration Notice has been filed, the party or parties shall request the Public Employment Relations Board to designate a staff Arbitrator.

c) The arbitrator shall have no power to add to or to subtract from or modify any of the Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.
d) The arbitrator shall render his decision within thirty [30] calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one [1] copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.

e) It is understood and agreed that the decision of the arbitrator shall be binding on the union and its members, the employee or employees involved and the Town.

ARTICLE 14
RULES AND REGULATIONS

14:01 The Town of Milford 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.

14:02 It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five [5] working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

ARTICLE 15
DISCIPLINE AND DISCHARGE

15:01 It is agreed and understood that the Town of Milford may discipline, suspend without pay or discharge any employee of the Highway Department for proper cause pursuant to Town Law of the State of New York.

15:02 It is further agreed that the Town will notify the Union Steward immediately of any action taken under this Article.

15:03 In the event the disciplined employee desires to make a complaint concerning such discharge or suspension, he shall reduce the complaint to writing and shall present the complaint to the union Steward. The complaint shall be signed by the employee.

ARTICLE 16
ABSENCES

16:01 An employee who remains away from work for any reason must notify the Highway Superintendent at least one half [1/2] hour prior to the start of his shift.
16:02 An employee who reported his absence as outlined in Section 16:01, above, and who remains away from work for more than three (3) working days, unless on authorized Leave of Absence, shall be terminated. Should the employee believe that he has been unjustly treated, he may submit the matter to the Grievance Procedure.

ARTICLE 17
LAYOFF

17:01 In the event it becomes necessary to reduce the number of employees in the Highway Department, temporary employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority.

ARTICLE 18
RECALL

18:01 When recalling employees from layoff, the process used in effecting the layoff will be reversed; that is, the senior employee will be the first to be recalled.

ARTICLE 19
HOLIDAYS

19.01 All regular, full-time, non-probationary employees covered by the terms and conditions of this agreement shall be entitled to the following holidays without loss of pay during the life of this Agreement:

<table>
<thead>
<tr>
<th>New Years Day</th>
<th>Labor Day</th>
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<tr>
<td>Presidents Day</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Veterans Day</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>July 4th</td>
<td>Christmas Day</td>
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</table>

*Employee Birthd:*

*One [1] Floating Holiday*

*The Employee birthday, and floating holiday listed above may be taken at the discretion of the employee upon one [1] weeks advance notice to the Employer and may be used to extend another holiday or vacation period. Birthday and Floating Holiday shall be taken by the day with the understanding that one (1) day equals eight [8] hours.*

In the event the employee is unable to take their Birthday and/or Floating Holiday by the end of the calendar year, he may carry that day into the new year, providing however, the remaining day is used by June 30th. If not taken by June 30th, the day will be considered lost or unavailable.
19:02 It is understood and agreed that, to be eligible for holiday pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holiday within his scheduled work week consistent with Section 11.02. This provision may be waived if the reason for such absence is acceptable to the Board.

19:03 When a paid holiday falls on Saturday, it will be observed on the previous Friday. When a paid holiday falls on a Sunday, it will be observed on the following Monday.

19:04 Employees who are entitled to a paid holiday and who are required to work on such Holiday will be paid at the rate of one and one-half \([1\frac{1}{2}]\) times their regular hourly rate for all hours worked on such holiday in addition to the holiday pay.

19:05 In the event that a paid holiday falls within an employee's vacation period, it is understood and agreed that such vacation period will be extended by an additional day.

**ARTICLE 20**

**VACATIONS**

20:01 The vacation year for employees subject to the terms and conditions of this agreement shall extend from January 1 through December 31 of each calendar year.

20:02 Vacation allowance shall be earned on the basis of continuous service with the Town of Milford Highway Department and each eligible employee will be credited with such earned vacation allowance immediately following his anniversary date of employment with the Highway Department as outlined in Section 63 of the Civil Service Law.

20:03 An employee who was originally hired as a temporary employee and who is subsequently appointed as a full-time regular employee of the Highway Department and who receives any credit for such seasonal employment in accordance with Article 7, Section 7:05 will have such seniority considered in the determination of vacation allowance.

20:04 Employees subject to the terms and conditions of this agreement shall receive vacation allowance in accordance with the following schedule:

<table>
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<th>LENGTH OF CONTINUOUS SERVICE</th>
<th>ALLOWANCE</th>
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<tbody>
<tr>
<td>After 12 months</td>
<td>two [2] weeks</td>
</tr>
<tr>
<td>After 5 years</td>
<td>three [3] weeks</td>
</tr>
<tr>
<td>After 10 years</td>
<td>three [3] weeks</td>
</tr>
</tbody>
</table>
Add one (1) additional day for each year over 10 years to a maximum of four (4) weeks after the 15th year of service.

After 20 years

five [5] weeks

20:05 Employees eligible for vacation allowance in any year must submit their vacation request thirty (30) days prior to taking vacation time. It is understood and agreed that the vacation schedule for employees of the bargaining unit must be approved by the Town Board. The approved schedule will be posted on the bulletin board of the Highway Department no later than May 31st. It is understood and agreed, however that seniority will be a determining factor when two or more employees request similar vacation periods.

20:06 It is understood and agreed that unused vacation may be rolled into the following years vacation schedule, not to exceed a total of five (5) vacation days. Said vacation to be used in the first half of the year or by June 30th.

It is further understood and agreed that unused vacation time will be pro-rated upon departure from employment. Vacation time will be taken by the day, equals eight (8) hours.

ARTICLE 21
LEAVES OF ABSENCE

21:01 Sick Leave
a) Each full-time regular employee shall receive credit for one [1] day of paid sick leave for each full month of active employment commencing from January 1, 1993.

b) All future full-time regular employees, upon completion of their Probationary Period, shall be entitled to the same sick leave credit retroactive to the first day of their continuous employment.

c) An employee may accumulate a maximum of no more than one hundred fifty (150) sick leave days.

d) An employee who is absent from work as a result of personal illness or disability shall be paid for such days of absence because of illness or disability providing the following conditions are met:

I. The employee notifies the Highway Superintendent one half hour prior to the start of the shift on the first day of absence; and,

II. The employee provides the Town with a Doctor's statement certifying the necessity for a Leave of Absence due to ill health by the fourth [4th] day after initial day of disability.
e) If the illness or disability of an employee on a paid sick leave of absence exceeds the
number of sick days the employee may have, the paid sick leave will be recorded as an
unpaid leave of absence as of the day following the day any accumulated sick leave is
exhausted.

f) Sick leave can be taken by the hour as long as the above rules are followed.

21:02 Personal Leave

a) Upon completion of the probationary period each employee covered by this agreement
will be entitled to four [4] personal leave days each year, provided forty-eight [48] hour
advance notice is given to the Highway Superintendent or his designee.

b) Personal leave days are granted by the Town to enable employees to take care of personal
matters which cannot be accomplished outside of normal working hours.

c) It is understood and agreed by the parties that a personal leave day or days will not be
used to extend vacation or holiday periods.

d) In the event of the death of an employee, accumulated personal leave will be paid to the
employee’s estate at the regular rate of pay.

21:03 Bereavement Leave

a) In the event of a death in a regular employee’s immediate family, such employee will be
granted time off with pay up to a maximum of four (4) days on which the employee had
been scheduled to work from the date of death up to and including the day of the funeral.
Such employee will be allowed to use personal time for travel when required.

b) For the purpose of such paid bereavement leave immediate family shall be defined as the
employee’s spouse, child or children, parent, step-mother, step-father, brother, sister,
mother-in-law, father-in-law or legal guardian.

c) In the event of a death in a regular employee’s family as defined in this sub-section, the
employee shall receive a maximum of two [2] days of bereavement leave with pay. For
the purpose of this sub-section family shall include grandparents, grand-children,
brother-in-law, sister-in-law and any blood relative whose primary place of residence is with the employee.

d) In order to receive bereavement leave the employee must show evidence of the relationship and of attendance at the funeral.

21:04  Jury Duty Leave

a) Employees who are called to serve for Jury Duty or military duty shall notify the Highway Superintendent immediately upon receiving notification of such obligation.

b) An employee on active status with at least one [1] year of seniority, who is called and reports for Jury Duty or military duty on a regular scheduled work day, will be paid the difference between the fee received for such service and his regular straight-time hourly earnings. Travel allowance, if any, is not considered as part of the Jury Duty or military duty payment. Proof of such service and the payment made therefore must be provided to the Town.

c) An employee so called for Jury Duty or Military Duty shall report for work for any portion of the working day remaining after he is excused from Duty that particular day provided that such release from Duty is prior to 12 o'clock noon.

21:05  Unpaid Leave of Absence

a) Upon presentation of a reason acceptable to the Town, an unpaid leave of absence may be granted an employee for a period not to exceed ninety [90] days. Seniority shall not accumulate during such leave.

b) It is understood and agreed that the granting of an unpaid leave of absence will be contingent upon the ability of the Town to employ a temporary to replace the employee requesting such leave if such replacement is deemed to be necessary. The Union shall be notified immediately upon the granting of leaves of absences. Leaves of absence shall not be used for other employment.

ARTICLE 22
INSURANCE

22:01  Group Health Insurance
The Town will continue to fully maintain the present level of benefits of health insurance coverage for employees at no cost to the employee. Dependent coverage shall be paid by the employee.
Life Insurance
Life Insurance is provided for each employee that is covered under this contract.

ARTICLE 23
PENSIONS

23:01 The Town of Milford agrees to enroll all members of the bargaining unit under the applicable New York State Retirement program.

ARTICLE 24
WAGES AND CLASSIFICATIONS

24:01 Wage Increase
   a) Effective January 1, 2014 @ 2%, January 1, 2015 @ 2.0%, and January 2016 @ 2.0% annually for the term of this Agreement ending December 31, 2016.
      
      January 1, 2014 $16.26
      January 1, 2015 $16.59
      January 1, 2016 $16.92

   b) New employees shall start at an applicable rate not to be less than $8.00 per hour effective January 1, 1996. After employees probationary period he or she shall receive the current applicable rate in such classification.

   c) This applies to new full time employees during probationary period only.

ARTICLE 25
LEGISLATIVE ACTION

25:01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SUCH PROVISION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.
ARTICLE 26
WAIVER

26:01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, The Town of Milford and the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

26:02 It is understood and agreed that the above section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this agreement.

ARTICLE 27
MISCELLANEOUS

27:01 If the State requires safety equipment, the cost of all such equipment shall be borne by the Town. The Town shall provide each employee a new pair gloves as needed and six (6) safety colorof-choice t-shirts per year. The Town will provide raincoat with pants and pullover boots. All items above are to be kept at the Town Highway Barn.

27:02 Work Boot Allowance: The Town shall reimburse $100 annually to each bargaining unit employee of the Highway Department for the purchase of safety certified work boots as agreed to by the Highway Superintendent.

27:03 Uniform Service: The Town will provide a uniform service. Employees can choose to opt out of receiving the annual clothing and work boot allowance by using the uniform service; only one (1) of the aforementioned options will be presented annually for use.

ARTICLE 28
SAFETY ENFORCEMENT

28:01 No employee shall be required to perform work that endangers his or any other employee’s health or physical safety or under conditions which are in violation of the health and safety laws. An employee’s refusal to perform such work shall not warrant or justify any present or future disciplinary action. The Town of Milford agrees to provide a safe and healthy work place environment that complies with all Federal, State, and Local laws.
ARTICLE 29
ALTERATION OF AGREEMENT

29:01 It is understood and agreed by the parties that their terms and conditions contained in this agreement constitute the entire agreement and is the final and binding contract.

29:02 It is further understood and agreed that no agreements, alterations or modifications of the terms of this collective bargaining Agreement shall be made or recognized unless executed in writing between the Town of Milford and the Union.

ARTICLE 30
DURATION

30:01 This agreement settles in full all of the demands of the union and the union agrees that it will make no further demands of any kind for the duration of the agreement.

30:02 This agreement shall be effective from January 1, 2014 and shall continue in full force and effect to and including December 31, 2016 and shall thereafter automatically be continued from year to year after December 31, 2016, unless notice of termination or desire to change or modify this Agreement is given by either party at least two hundred and forty [240] days before the expiration date. If such notice is forthcoming from either party, negotiations for a new agreement will commence within thirty [30] days of such notice.

30:03 It is agreed by the parties that negotiations shall commence on or before May of each successor year prior to expiration of the previous agreement, so that a new agreement will be concluded to be effective January 1, 2017. The intent is to concur with the Town's fiscal budget year.

For the Employer
TOWN OF MILFORD

For the Union
TEAMSTERS UNION, LOCAL 294

Chris Harmon, Supervisor

John Bulgaro, President

Thomas I. Quackenbush

11/5/14

11/14/14

Dated

Dated