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Contract Database Metadata Elements

Title: **Northumberland, Town of and Highway Department Employee Unit, International Brotherhood of Teamsters (IBT), Local 294 (2004)**

Employer Name: **Northumberland, Town of**

Union: **Highway Department Employee Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

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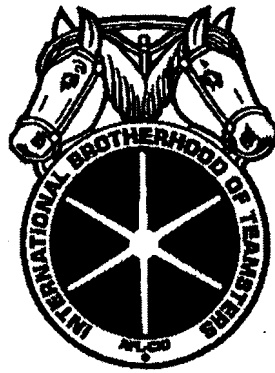
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AGREEMENT
between
TOWN OF NORTHUMBERLAND
HIGHWAY DEPARTMENT



and

TEAMSTERS LOCAL 294

AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2004 - December 31, 2006

RECEIVED

MAR 16 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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TOWN OF NORTHUMBERLAND

THIS AGREEMENT made this _____ day of _____, 2004, by and between the TOWN OF NORTHUMBERLAND, hereinafter referred to as the "Employer", and LOCAL UNION 294, acting for and on behalf of the employees of the Town of Northumberland Highway Department, hereinafter referred to as the "Employee".

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

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

ARTICLE 1 - RECOGNITION

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

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

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

All employees and part-time employees of the Highway Department except the Highway Superintendent.

ARTICLE 3 - DUES DEDUCTIONS/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

The Employer agrees to deduct and remit such monies exclusively for Local 294, as the recognized exclusive bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wage of all non-union members within this bargaining unit, an agency shop fee in the

amount of the dues levied by Local Union 294. Said sums will be transmitted to Local Union 294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered shall accompany each check.

ARTICLE 4 - COMPENSATION

Section 1. Commencing January 1, 2001, employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule "A". This Agreement shall be effective January 1, 2004, and shall expire on December 31, 2006.

Section 2. In addition to the hourly wage base rate set forth in the collective bargaining agreement, all employees covered by the collective bargaining agreement shall be entitled to the following increases at the beginning of each successive year:

- \$.15 at the beginning of the 4th year
- \$.10 at the beginning of the 5th year
- \$.05 at the beginning of the 6th year
- \$.05 at the beginning of the 7th year
- \$.05 at the beginning of the 8th year
- \$.05 at the beginning of the 9th year
- \$.15 at the beginning of the 10th year
- \$.05 at the beginning of the 11th year
- \$.15 at the beginning of the 15th year
- \$.25 at the beginning of the 16th year
- \$.25 at the beginning of the 20th year

Section 3. All newly hired employees, hired after January 1, 2004, and who have not previously been employed within the bargaining unit, will be paid 80% of the then current rate for the first six (6) months of employment. Such newly hired employees will then be paid 90% of the then current rate for the second six (6) months of employment, reaching the current base rate of pay on the completion of said period.

ARTICLE 5 - WORKDAY/WORKWEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week, Monday through Friday except for the following

Summer Change: To four (4), ten (10) hour days will be at the discretion of the Highway Superintendent. The employees will be given not less than fourteen (14) days written notice of such change stating the effective date and the hours of work.

Section 2. The hours of work shall be as follows: 7:00 A.M. until 3:30 P.M. The only exception to these hours will be the summer change as stated in Section 1 of this Article.

Section 3. There shall be one-half (½ hour) lunch period during the regular work day. There shall be two (2) ten (10) minute coffee breaks per day.

Section 4. The pay period shall end 11:59 P.M. on Saturday. payroll will be bi-weekly and will be distributed on Thursday. There will be a paycheck explanation showing hours of work, overtime, year to date earnings etc.

Section 5. Employees may participate in a direct deposit program.

ARTICLE 6 - OVERTIME

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

An employee shall have the right to accumulate up to a maximum of forty (40) hours of overtime credit which he may take off as compensatory time after the completion of the work week in which the time is earned, with the prior approval of the Highway Superintendent. Any overtime earned over the maximum forty (40) hours shall be paid for time.

All call-in overtime will be given to the employees by Seniority in a rotating fashion. All mechanical work to be done by the Mechanic also to be shared by all employees when schedules permit or when necessary. All overtime continuing after the regular work day will go by Seniority, except for mechanical work will be done by the mechanic.

ARTICLE 7 - SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for any emergency call-out. Except when the two (2) hours are prior to a regularly scheduled work day. The employees will be guaranteed the time and one-half hour rate for the time actually worked up to the two (2) hours before their regular shift started. Any call-out prior to the two (2) hours mentioned the two (2) hour guarantee will be effective. The employees will also be paid the ½ hour at time and one-half once called as show up time.

The employee has the right to refuse this work. A telephone answering machine is a no answer.

Section 2. Employment at a higher classification for a minimum of one (1) workday shall be compensated at the higher rate of pay. (Working foreman one-dollar (\$1.00) an hour additional.)

Section 3. Each employee shall receive an annual clothing allowance, payable on February 1st of each year, in the amount of \$250. However, the employer may, at any time, discontinue the clothing allowance and elect to furnish and maintain satisfactory uniform clothing in lieu thereof.

ARTICLE 8 - HOLIDAYS

Section 1. All employees shall be granted twelve (12) paid holidays as follows: to be paid eight (8) hours pay at the prevailing hourly rate, except during the summer months workday/workweek change holidays to be paid ten (10) hours pay at the prevailing hourly rate.

New Year's Day	Labor Day
Martin Luther King Day	Columbus day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day

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

Section 3. If an employee is required to work on a holiday he shall be paid at the rate of time and one-half (1 ½) with the exception of Thanksgiving, Christmas, New Year's, Christmas Eve from 6:00 PM, and New Year's Eve from 6:00 PM, to be paid double time (2 times) for all hours worked at the prevailing hourly rate plus the holiday pay or at the employee's option, compensatory time off may be taken subject to the approval of the Highway Superintendent.

ARTICLE 9 - LEAVES

(A) VACATION LEAVE

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

After 1 year's service-----1 week off with pay at current rate
After 2 year's service-----2 weeks off with pay at current rate
After 5 year's service-----3 weeks off with pay at current rate
After 10 year's service-----4 weeks off with pay at current rate

Section 2. Vacation time shall be:

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

Section 3. If a holiday falls within a vacation week another day will be given, with approval of both Highway Superintendent and employee.

Section 4. Vacation credits may be accumulated up to forty (40) hours and carried to the next year if not used the year earned.

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

Section 6. To be eligible for vacation an employee must work three (3) months in the previous calendar year, except new employees shall be entitled to their first vacation at any time after the anniversary date of their first day of employment. Vacation pay will be paid on the regularly scheduled pay day immediately preceding start of the vacation period, provided thirty (30) day's notice has been given the Highway Superintendent, and will be paid in a separate check for each week of vacation taken. Any employee who retires, quits or is discharged prior to his anniversary date shall be entitled to vacation pay earned on a pro-rata, provided he has been employed for one (1) full year. Vacation will be paid at the rate the vacation was earned at. Vacation time may be used in not less than ½ day increments.

Section 7 Unused vacation time will be paid to surviving beneficiary upon employee's death.

B. SICK LEAVE

Section 1. All employees, after six months of continuous service, shall be entitled to one eight (8) hour day of paid sick leave at the prevailing hourly rate for each month of service, commencing from the first day of his employment. During the summer months workday/workweek change employees shall be paid up to ten (10) hours pay at the prevailing hourly rate if the employee has earned

ten (10) hours or more sick time based on the eight (8) hours per month formula as stated above. Time earned during this time will be eight (8) hours per month. Sick Leave may be used in one (1) hour increments for dentist and doctor appointments only for the employee or to aid their dependents.

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

Section 3. Commencing January 1, 2004 employees may accumulate up to a maximum of twelve hundred (1200) hours sick leave at the prevailing hourly rate. SICK LEAVE MUST BE USED AS SUCH. Accumulated unused sick leave credits may be used for retirement service or to pay for the retiree's portion of the cost of Health Insurance in retirement. The percentage amount the retiree has to pay, is listed in Article 10, Section 2.

Section 4. After five (5) working days of sick leave, or seven (7) calendar days, the employee must apply for New York State Disability benefits and his sick leave pay shall be reduced by the amount of disability benefits he receives. For each day of sick leave after the fifth (5th) working day or seventh (7th) calendar day, one-half day of sick leave shall be charged against his accumulated sick leave credit.

Section 5. A doctor's certificate may be required if an employee has been on sick leave for three (3) consecutive workdays

Section 6 Unused sick time will be paid to the surviving beneficiary on the occasion of the employees death.

C. PERSONAL LEAVE

Section 1. All permanent employees shall be entitled to three (3) personal leave days per calendar year. To be paid eight (8) hours pay at the prevailing hourly rate except during summer months workday/workweek change to be paid ten (10) hours pay at the prevailing hourly rate. However, the employee must give twenty-four (24) hours notice of is intent to utilize personal leave, which is subject to the approval of the Superintendent of Highways. If an employee fails to use his personal days all unused days shall be added to the employees's accumulated sick leave.

D. BEREAVEMENT LEAVE

Section 1. In the event of death in an employee's immediate family (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law and those relationships generally called "step", providing persons in such

relationship have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of four (4) working days off with pay, at the prevailing hourly rate to attend the funeral, provided the period between the day of death and the day of the funeral are working days.

ARTICLE 10 - RETIREMENT

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

Section 2 The Town will provide Health Insurance upon retirement for all Bargaining Unit Employees and their spouse, that meet the following requirements: The employee must have at least twenty (20) years of service, meet all the requirements of the New York State Pension System and be receiving a pension. In the event the employee becomes deceased his surviving spouse will have coverage paid by the Town. This coverage will be for the surviving individual only! (no one else, even if she/he remarries. Employees hired prior to January 1, 2004 will be obligated to pay 15% of the cost of their Health Insurance for Single Person Coverage, 20% of the cost for Two Person Coverage, A retiree that selects Family Coverage will be obligated to pay 20% OF THE COST OF Two Person Coverage, along with the entire difference between the cost of Two Person and Family coverage. Employees hired after January 1, 2004 will be obligated to pay 25% of the cost for Single and Two Person Coverage upon retirement. A retiree that selects Family coverage will be obligated to pay 25% of the cost of Two Person Coverage, along with the entire difference between the cost of Two Person and Family Coverage. Employees must meet all the requirements listed above regardless of their hire date. This insurance will cover retirees until they are eligible for Medicare at age 65. At this time the same co-pay will apply towards Medicare Supplemental Insurance as the employee had prior to age 65 for the employee and their dependents.

Section 3 The Town agrees to participate in the Teamsters deferred comp 457 savings plan at no cost to the Town. The Town will make the necessary payroll deductions.

ARTICLE 11 - HEALTH AND DISABILITY INSURANCE

Section 1. All employees shall be covered by New York State Disability Insurance.

Section 2. New York State Teamsters Council Health and Hospital Fund Participation Agreement

1. A. This participation Agreement hereinafter called a Stipulation signed by the Local Union and the Employer involved, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund. The employer, the Union and the employees, as a condition of participation in this Fund, are bound by all rules and regulations of the Fund now and/or hereinafter, adopted by the Board of Trustees of the Health and Hospital Fund.

B. The undersigned, Employer and Union, understand and agree that Health and Hospital contributions shall be made as set forth herein, on all employees doing bargaining unit work, and on any and all other employees doing the same work as bargaining unit employees, whether or not they are included in the bargaining unit whether or not they are union members, whether full time, part time, casual or seasonal. No agreement between the employer and the Union shall alter this rule or any other rule or provision of this Stipulation. That in the event there is any agreement between Employer and Union that is contrary to or inconsistent with the terms of this Stipulation or the rules of the Health and Hospital Fund, such inconsistent provisions shall be null and void and superseded by the terms of this Stipulation and/or the rules of the Fund.

(1) For new employees hired after 01/01/04 health and welfare contributions will be paid for by the Town, in the following manner: for single or 2 person rates only, the employee is obligated to pay 25% of the cost of this coverage. For family coverage the employee must pay 25% of the cost of Two Person Coverage along with the difference between the 2 person and family coverage.

C. The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund as follows, not to exceed the maximum:

<u>Rates of Contribution</u>	<u>Daily</u>	<u>Weekly</u>
<u>January 1, 2004:</u>		
Single	\$21.64	\$ 84.95
2 Person	\$41.60	\$166.40
Family	\$53.74	\$214.95
<u>January 1, 2005:</u>		
Single	\$ 22.93	\$ 91.70
2 Person	\$ 45.08	\$180.30
Family	\$ 58.26	\$233.05

January 1, 2006

Single	\$ 25.38	\$101.50
2 Person	\$ 50.20	\$200.80
Family	\$ 64.95	\$259.80

In the event the rates listed above were to be reduced in the future, the savings will be split equally between the Town and the Bargaining Unit 50 X 50.

Section 3. Opt-Out: All employees covered by this agreement will have the opportunity to Opt-Out from the Health Coverage. In doing so they will be paid a yearly amount, equal to or pro-rated to, depending on when they opt-out, of \$800.00 for Single Person Coverage, \$1000.00 for Two Person Coverage and \$1200.00 for Family Coverage.

ARTICLE 12 - NEW YORK STATE TEAMSTERS JOINT
COUNCIL 18 FEDERAL CREDIT UNION

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

B. DRIVE FUND CONTRIBUTIONS - INTERNATIONAL BROTHERHOOD OF TEAMSTERS. Permanent employees of the Bargaining Unit shall be permitted to participate in the Democratic, Republican, Independent Voter Education Fund of the Teamsters Union. The employer Agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost of the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 13 - SENIORITY

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

ARTICLE 14 - GRIEVANCES

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

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

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

STEP 2. If settlement of the grievance is not effected by operation of Step 1. within three (3) days, the matter shall be referred to the Town Board of the Town of Northumberland. A decision shall be made within seven (7) days after said referral, unless extended by mutual agreement.

This procedure is for a discharge or suspension. Minor cases will be: The Town Board decision will be made at the next regularly scheduled meeting, or a maximum of forty (40) days, a decision will be given.

STEP 3. If the disposition of the matter by the Town Board or other representative of the employer with the authority to act is not satisfactory, either party has the right to file its grievance with the Public Employment Relations Board, provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within ten (10) calendar days of the disposition set forth in Step 2. Thereafter, the PERB rules and regulations for the handling of grievance shall apply.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week

in that period. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Northumberland for all departments, a copy of which is posted on the bulletin board at the Town Garage, is part of this contract. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with a set of the rules and regulations. In any grievance proceeding involving a suspension or discharge the adequacy of any prior written warning (if required) shall be an issue.

ARTICLE 16 - RECIPROCAL RIGHTS

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

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

Section 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations, subject to the approval of the Department Head or his assistant in his absence.

Section 4. In accordance with past Town practice, Local 294 recognizes Management's prerogative to hire seasonal employees to complement the Department of Public Works' work force as needed. However, it is understood that permanent employees shall, in all cases, be accorded preferred consideration in regard to the assignment of the work and overtime responsibilities.

ARTICLE 17 - SAVING CLAUSE

Section 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of

any Article or part thereof should be restrained by a Court of Law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected.

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

ARTICLE 18 - LEGISLATIVE ACTION

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

ARTICLE 19 - APPLICABLE LAW

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

ARTICLE 20 - CONTRACT REOPENING CLAUSE

In the event of war, declaration of emergency or imposition of economic controls or changes in operations during the Life of this Agreement, either party may re-open the same upon sixty (60) day's written notice and request renegotiations of matters dealing with wages, hours, and classification or additions of work details.

Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revision. If governmental approval or revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 21 - TERMINATION CLAUSE

Section 1. This Agreement shall be in full force and effect from January 1, 2004, to and including December 31, 2006, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to December 31, 2006 advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

ARTICLE 22 - NON DISCRIMINATION

The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

IN WITNESS WHEREOF, the parties hereto have set their hands and

seals this 12th day of March, 2004, effective as of January 1, 2004.

TOWN OF NORTHUMBERLAND

TEAMSTERS LOCAL 294

By: Willard H. Peck
Willard H. Peck, Supervisor

By: _____
John Bulgaro, President

By: Paul Engel
Paul Engel, Business Agent

SCHEDULE "A"

JOB CLASSIFICATION:

MOTOR EQUIPMENT OPERATOR

GENERAL STATEMENT OF DUTIES : Operates one or more types of automotive equipment and performs a variety of manual tasks in connection with such operation; does related work as directed by the Town's Highway Superintendent.

DISTINGUISHING FEATURES OF THE CLASS: Work involves responsibility for the safe and efficient operation and care of moderately complex motor equipment in the performance of assigned tasks. An employee in this class is also required to perform recurring manual duties related to the operation of the equipment. Work is usually performed under direction and supervision of the Town Highway Superintendent.

EXAMPLES OF WORK: (Illustrative only)

- Operates a truck in connection with the hauling of material for road construction, repair and maintenance;
- Operates a truck to transport workmen, tools and other equipment;
- Operates a snow plow or related snow removal equipment;
- Performs minor mechanical repairs on automotive equipment;
- On assignment, operates bulldozer, grader, power shovel or other heavy automotive equipment;
- Services assigned vehicle and maintains it in clean condition;
- Loads and unloads trucks;
- Performs a variety of manual tasks, including, but not limited to, cleaning culverts, shoveling snow, painting and road maintenance work;
- Any other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good knowledge of the operation of trucks, tractors, and other types of automotive equipment; ability to understand and carry out oral and written instructions; mechanical aptitude; industrious and dependable; good physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: One year of experience in the operation of motorized heavy equipment/vehicles; or any equivalent combination of experience and training.

SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATION:

- Receipt of High School Diploma or Graduate Equivalency Diploma (GED)
- Possession of a Commercial Driver's License (CDL) Class A

- Or B/Air Brake Endorsement
- Pass a NYS mandated Drug/Alcohol Screening Test
 - Must sign an authorization for the Town of Northumberland and Insurance Agent to obtain a copy of Motor Vehicle Report (MVR) prior to employment

HOURLY WAGES - BASE RATES

Effective 1-1-2004-\$ 12.50 2005-\$ 12.75 2006-\$ 13.00

The wages in existence as of December 31, 2003, have been established through the old longevity schedule these wages will be considered the established wage of the current Highway Employees. These employees will receive a \$.25 increase each year of the agreement, as reflected in the Base Pay increases.

Acting Foreman to receive \$1.00 (one-dollar) per hour additional when so designated.

NOTE: The Superintendent of Highways can use his pickup truck with plow and sander to help in emergency situations.

All overtime at the end of the regular day shall be paid for the time worked.

"EMERGENCY SITUATIONS" The Highway Superintendent will be allowed to use equipment on the job to effect efficient and timely operations as long as all available employees are working.

UNIFORM RULES AND REGULATIONS

January 1, 2004 - December 31, 2006

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

Nothing in these rules and regulations shall abrogate the Employee's right through the Union to challenge a penalty through the regular grievance procedure. In any grievance involving a suspension or discharge, the adequacy of prior written warnings, if any, shall be an issue.

1. TIME OFF:

If an employee desires to take time off other than his

vacation or holidays that he is entitled to, he must request the time off in writing at least one (1) week in advance. Final allotment of such time will be in coincidence with Article 9 - Section 5.

2. ACCIDENTS:

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

1st offense-----One (1) week off

2nd offense-----Subject to discharge

(B) Minor chargeable accident after full investigation

1st offense-----Letter of reprimand

2nd offense-----Letter of reprimand

3rd offense-----One (1) week off

© Failure to report an accident or personal injury

1st offense-----Letter of reprimand

2nd offense-----Letter of reprimand

3rd offense-----One (1) week off

3. CONDUCT AS FOLLOWS (#I THROUGH XI)

1st offense-----Written warning

2nd offense-----Suspension

3rd offense-----Discharge

I. Failure to report to work on a regularly scheduled work day without notifying Highway Superintendent.

II. Failure to report to work following the expiration of an approved leave without authorization.

III. Unauthorized absence which includes:

a) absence which has not been approved in advance by the Highway Superintendent:

b) absence which has not been excused for emergency or medical reasons or unjustifiable cause:

c) absence for reason other than that specified in the authorization.

IV. Tardiness (reporting to work late)

V. Engaging in any conduct which may result in a safety hazard or indecent exposure in public.

VI. Inability to perform assigned work.

VII. Neglect of job duties or responsibilities.

VIII. Sleeping or wasting time during working hours.

IX. Discourteous treatment of the public or any other

conduct which does not merit the public trust.

X. Vending, soliciting, collecting contributions or circulating literature for any purpose during working hours without prior authorization from the Highway Superintendent in writing.

XI. Stopping work or leaving work area before specified quitting time without authorization.

XII. Signing in or out or punching in or out for another employee.

1st offense-----Written warning
2nd offense-----Discharge

XIII. Failure to follow job instructions, directions or departmental procedures and policies.

1st offense-----Written warning
2nd offense-----Suspension
3rd offense-----Discharge

XIV. Conducting personal business during working hours, using Town property, materials or equipment for personal business.

1st offense-----Suspension
2nd offense-----Discharge

XV. Transporting, picking up or delivering unauthorized passengers or use of Town vehicles for personal business.

1st offense-----Suspension
2nd offense-----Discharge

XVI. Abusive, profane or threatening language to the Supervisor, fellow employees or otherwise threatening, intimidating or coercing other employees.

1st offense-----Written warning
2nd offense-----Suspension
3rd offense-----Discharge

XVII. Fighting or provoking a fight.

1st offense-----Suspension
2nd offense-----Discharge

XVIII. Negligence, carelessness or willful acts which result in damage to Town property or the property of another employee or citizen while on duty.

1st offense-----Written warning
2nd offense-----Suspension
3rd offense-----Discharge

XIX. Unauthorized use and/or removal of Town property, records or any other materials from Town premises.

1st offense-----Suspension
2nd offense-----Discharge

XX. Unauthorized possession of firearms, weapons or explosives on persons and/or on town property. Under no conditions are these items authorized in town vehicles or buildings.

1st offense-----Suspension

2nd offense-----Discharge

XXI. Possession of intoxicants on Town property

1st offense-----Written warning

2nd offense-----Suspension

3rd offense-----Discharge

XXII. Working under the influence of intoxicants or drugs (except with a doctor's prescription).

1st offense-----Suspension

2nd offense-----Discharge

XXIII. Use of intoxicants or drugs on Town property (except with a doctor's prescription).

1st offense-----Discharge

XXIV. Selling of drugs and/or intoxicants on Town property.

1st offense-----Discharge

XXV. Refusal to follow job instructions. Insubordination.

1st offense-----Suspension

2nd offense-----Discharge

XXVI. Soliciting or accepting any financial or non-financial reward in return for special consideration in the providing of services or rewarding contracts.

1st offense-----Suspension

2nd offense-----Discharge

XXVII. Theft of Town property

1st offense-----Suspension

2nd offense-----Discharge

XXVIII. Falsifications of Town forms or records, including employment application, daily work sheets and attendance records; wilful misrepresentation of facts; forging another's signature.

1st offense-----Suspension

2nd offense-----Discharge

XXIX. Conviction of a crime or engaging in unlawful or improper conduct which affects the employee's ability to perform the job or report to work.

1st offense-----Suspension

2nd offense-----Discharge

NOTE:

1. Any three (3) written warnings received for a violation of any rules within an eighteen (18) consecutive month period shall be considered misconduct and will result in suspension and review for discharge.
2. Warnings will be noted in the employee's personnel file by recording the date, time, offense and name of supervisor issuing the warning. A copy of said warning to be provided to the employee.
3. Disciplinary actions undertaken by the Town are subject to the normal grievance procedure provided for in the Labor Agreement.

4. LEAVE OF ABSENCE - ALCOHOL AND DRUG USE

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

5. RETURN FROM LEAVE OF ABSENCE - TESTING:

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

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