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Contract Database Metadata Elements

Title: **Pike, Town of and International Brotherhood of Teamsters (IBT), Local 264 (2000)**

Employer Name: **Pike, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **264**

Effective Date: **01/01/00**

Expiration Date: **12/31/02**

PERB ID Number: **8462**

Unit Size: **5**

Number of Pages: **17**

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8462_12312002

Pike, Town Of And lbt Local 264
(Pike Highway Dept Unit)

5069 To

36765 BC

AGREEMENT

BETWEEN

TOWN OF PIKE HIGHWAY DEPARTMENT

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS**

EFFECTIVE

JANUARY 1, 2000 TO DECEMBER 31, 2002

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

NOV 03 2000

EXECUTIVE DIRECTOR

5

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LEGISLATIVE REVIEW

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 therefor, shall not become effective until the appropriate legislative body has given approval.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Pike Highway Department in the purpose of this Agreement to promote harmonious and cooperative relationships between said department and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Pike Highway Department hereinafter referred to as the "Employer" and Teamsters Local 264, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto to set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

Section 1.1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all Town of Pike Highway Department employees including all full-time and regular part-time machine operators and Deputy Highway Superintendent. Excluded is the Highway Superintendent and seasonal employees.

Section 1.2: The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

ARTICLE 2 - DEFINITIONS

PART-TIME EMPLOYEE:

Section 2.1: A regular part-time employee is an employee who works on a scheduled basis for at least twenty (20) hours per week but not more than forty (40) hours per week for a minimum of (11) eleven consecutive weeks.

Section 2.2: Part-time employees are entitled to the protection and benefits afforded by this collective bargaining agreement only to the extent specifically stated in the appropriate section.

Section 2.3: The use of part-time employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

Section 2.4: Part-time employees shall receive the right of first refusal on any full-time position based upon their seniority as a part-time employee.

SEASONAL EMPLOYEE:

Section 2.5: Individuals rendering winter assistance, snow plowing or otherwise, between (November 1 - March 31) will be considered seasonal employees.

Section 2.6: Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.7: The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time or regular part-time employees and will not result in a reduction of the work force.

ARTICLE 3 - NO STRIKE CLAUSE

Section 3.1: The Union recognizes the status of the Town of Pike Highway Department employees as "public employees" and the provisions of the law applicable thereto.

Section 3.2: The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

Section 3.3: No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 4 - DUES CHECK OFF AND AUTHORIZATION

Section 4.1: An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A. Upon receipt of the authorization from an employee, the Town shall pursuant to the authorization deduct from the wages dues the employee each pay period.

Section 4.2: The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227**

Section 4.3: The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

Section 4.4: A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Employer of his desire to discontinue or to change such authorization in writing and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

Section 4.5: Agency Shop: Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 4.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

Section 4.6: If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

Section 4.7: On the effective date of this Agreement, the Employer shall supply to the Union at the address listed in Section 4.2 above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 5 - PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 5.1: 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 or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.2: In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

Section 5.3: All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 9 - UNION BUSINESS

Section 9.1: Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise his Highway Superintendent of the grievance and schedule the activity at a time mutually agreeable to all.

ARTICLE 10 - DISCIPLINE & DISCHARGE

Section 10.1: An employee shall not be disciplined, suspended or discharged except for just cause. Any employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed. The Employer will provide the Union with copies of any and all disciplinary notices imposed upon the employee within three (3) calendar days of the date of said penalty is imposed.

Section 10.2: The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which they consider are unreasonable.

ARTICLE 11 - HOURS

Section 11.1: The work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week. Those full-time employees reporting to work on Monday shall be guaranteed forty (40) hours of work for said week.

Section 11.2: Any employee reporting to work shall receive eight (8) hours pay, unless an unexpected situation occurs and the employee calls in and is told to report to work, said employee will be paid a minimum of three (3) hours pay provided he reports to work and is sent home.

Section 11.3: Any employee called for emergency duty in addition to or outside of said employees normal shift, so long as such emergency service does not follow or proceed said employee's normal shift without interruption shall be guaranteed a minimum of two and one half (2 & 1/2) hours of pay at the rate of one and one half (1 & 1/2) said employees hourly wage.

Section 11.4: The work week will commence on 12:01AM Monday and end at 11:59PM on Friday. The normal work week shall consist of forty (40) hours to be worked on five (5) consecutive days, Monday thru Friday.

Section 11.5: Starting time during November 1 through April 30 will be at the discretion of Management under the concept of Management's Rights but during May 1 through October 31 the Town will attempt to establish 7:00AM as a normal hour to commence work.

ARTICLE 12 - OVERTIME

Section 12.1: All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employees hourly rate.

ARTICLE 13 - HOLIDAYS

Section 13.1: Paid Holidays observed by the Town of Pike Highway Department will be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 13.2: Holidays falling on Saturday will be observed on the previous Friday and Holidays falling on Sunday will be observed on the following Monday.

Section 13.3: Any employee who is on the payroll or bona fide sick leave shall receive Holiday pay.

Section 13.4: Holidays will be paid at the employees straight time rate. If an employee is required to work on a holiday or a day celebrated as a holiday, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

ARTICLE 14 - VACATIONS

Section 14.1: Vacation pay shall be computed at a rate of forty (40) hours at the employees current rate of pay. Vacations shall be taken between April 1 and November 15.

Section 14.2: On December 1 all unused vacation pay shall be paid unto the employee at 100%. Full-time employees having one (1) year are entitled to a vacation benefit as follows:

| <u>Years of Service</u> | <u>Vacation Benefit</u> |
|-------------------------|-------------------------|
| 1 - 3 Years | 1 Week |
| 3 - 14 Years | 3 Weeks |
| 15 and over | 4 Weeks |

Section 14.3: Seniority for purposes of this Article shall be determined by the employee's date of hire less any time lost for purposes of leave of absence without pay.

Section 14.4: If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 14.5: An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Section 14.6: A leave of absence without pay of a resignation followed by a reinstatement or a rehire in any position in the Highway Department service within one (1) year shall not constitute an interruption of service for the purpose of this provision; provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month. No accrual of benefits during a leave of absence.

ARTICLE 15 - SICK LEAVE

Section 15.1: Full-time employees will be entitled to the (5) paid sick days per year, which may accumulate to a maximum of eighty (80) days.

Section 15.2: Sick leave credits may be used in units of not less than one (1) day. However, in the event of an employee becoming ill on the job, he may take sick leave credit for one-half (1/2) day provided that he has worked at least four (4) hours on that particular day.

Section 15.3: A record of the employee's approved sick leave shall be kept by the Department Head and shall be related to the employee upon request.

Section 15.4: No employee shall be entitled to sick leave until the probationary period of employment shall have elapsed.

Section 15.5: If an employee retires from Town service and has worked at least ten (10) consecutive years and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of 100% of his accumulated sick time for application by the Town to health insurance premiums for such employee or spouse.

Section 15.6: The Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

Section 15.7: Reinstatement of Sick Leave: When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at the time of resignation or layoff shall be restored.

ARTICLE 16 - FUNERAL LEAVE

Section 16.1: In the event of death in the immediate family of an employee, the employee shall be granted three (3) consecutive leave days immediately prior to funeral, including holidays and weekends.

Section 16.2: The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law and Grandparents.

Section 16.3: In the event of death of Brother-in-law and/or Sister-in-law the employee shall be granted one (1) day leave with pay.

ARTICLE 17 - LEAVE FOR JURY DUTY

Section 17.1: On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk. (Money returned to Town for full pay).

Section 17.2: Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

ARTICLE 18 - PERSONAL LEAVE

Section 18.1: Effective upon ratification all full-time employees shall be granted one (1) paid leave day per year for the purpose of conducting personal business.

Section 18.2: Request for personal leave must be submitted to the Department Head in writing at least forty-eight (48) hours in advance, except in an emergency.

Section 18.3: No employee shall be entitled to a personal leave day until they have reached the first anniversary date of their employ.

ARTICLE 19 - LEAVE OF ABSENCE WITHOUT PAY

Section 19.1: Application for leave without pay may be filed by an employee, in writing, with the Head of the Department. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Department Head, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in sole discretion of the Town Board.

ARTICLE 20 - RETIREMENT

Section 20.1: The Employer will continue to provide subject to correction, retirement benefits now provided pursuant to Section 75(i) an Article of the New York State Retirement Law and Social Security Law for all full-time and regular part-time employees.

ARTICLE 21 - HEALTH & WELFARE

Section 21.1: The Employer will provide all full-time employees of the Town of Pike with Independent Health Silver II Medical Plan as it existed on January 1, 1996, including seven dollars (\$7.00) preferred prescription and a prosthetics and appliance rider.

Section 21.2: In the event an employee is off on a work related disability or Worker's Compensation leave, the Employer will continue to pay the full premium for health insurance for a period of up to three (3) months provided said employee has exhausted all benefit time.

Section 21.3: Each employee who at the beginning of the calendar year decides not to elect the health insurance benefits, shall be paid \$400.00 by the Town. This payment will be paid within thirty (30) days of the time said employees election against using the health insurance. The election against using the health insurance plan shall be done in writing and mailed by certified mail to the Superintendent of Highways.

ARTICLE 22 - SENIORITY

Section 22.1: Seniority shall be defined as length of full-time continuous service from the date of hire with the Employer.

Section 22.2: In the event of a lay off seniority shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off. It is understood that seasonal employees must be laid off first then regular part-time employees before any full-time employees are laid off.

Section 22.3: Any recall of laid off employees shall be in the inverse order of lay off.

Seniority shall terminate upon:

- A. Discharge for just cause.
- B. Voluntary quitting of job.
- C. Layoff for a period of over one (1) year.
- D. Employees on layoff will be notified of recall by certified letter, and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 22.4: All new employees shall be probationary for a period of six (6) months during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 23.1: Defined: A grievance is any controversy between the Company and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 23.2: Procedure: All grievance as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within fourteen (14) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Employer representative and a Union business representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to an arbitrator, providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted either by the Federal Mediation and Conciliation Service or the American Arbitration Association. The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties.

The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

Section 23.3: Discharge or Discipline: A grievance contesting discharge or disciplinary suspension must be filed directly at Step 2 within five (5) calendar days after discharge or disciplinary suspension; otherwise, the grievance shall be deemed waived. On all other grievances, the time limits in the Steps above must be met by the grievant; otherwise, the grievance shall be deemed waived.

Section 23.4: Time Limits:

- A. The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.
- B. The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 24 - SUBCONTRACTING

Section 24.1: For the purpose of preserving work and job opportunities for the employees of the bargaining unit. The Employer agrees that, during the specified length of this contract, no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to employees covered under the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Employer to any non unit employees, unless otherwise provided in the Agreement.

Section 24.2: Nothing contained in this Article shall effect the Town's ability to subcontract should a bona fide emergency situation arise.

Section 24.3: The Union recognizes the Town's need to employ other services from time to time such as repairs of equipment, specialized road improvements, and or specialized road work requiring specialized equipment which the Town does not own, lease or otherwise have access to.

Section 24.4: The Union will not object to subcontracting when it does not create a loss of hours or decrease the unit of any full time employees. During all times regular full-time unit employees will be guaranteed a minimum of forty (40) hours per week.

ARTICLE 25 - GENERAL PROVISIONS

Section 25.1: One (1) pair of boots, one (1) rain gear, three (3) pairs of rubber gloves and one (1) pair of coveralls will be furnished and paid for by the Employer and replacement shall be issued upon return of worn items. However, there shall not be more than one replacement per year for any of the above said items.

Section 25.2: At the beginning of each calendar year each employee shall be given a list of all accrued leave he has earned to date. The Employee shall be paid in accordance with the wage rates as set forth in Appendix B attached hereto and made a part of this Agreement.

Section 25.3: During snow removal operations it is understood that snow removal equipment shall be manned by two (2) men at all times.

ARTICLE 26 - MANAGEMENT RIGHTS

Section 26.1: Any and all rights, powers, and authority, which the Employer had prior to entering into this statement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this statement; these shall include, but are not limited to the right to: hire, select, promote, assign and retain employees, transfer, demote, discharge employees for just cause; determine the number of people required to be employed, layoff or relieve employees according to seniority from duty because of lack of work, require employees to record working times through use of a time clock; determine the methods, means, and personnel needed to conduct its operations; to determine whether a vacancy exists and when it should be filled; establish, eliminate, or combine jobs or job classifications; make such operating changes as are deemed necessary by it for the efficient and economical operations of its facilities; make any and all reasonable rules and regulations; determine to make technological alterations by revising either processes or equipment, or both, determine work standards and enforce these standards with discipline; consolidate, merger or enforce these standards with discipline, consolidate, merger or otherwise transfer any and all of the facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; terminate or eliminate all or part of its work facilities.

ARTICLE 27 - DURATION AND TERMINATION

Section 27.1: This Agreement shall be effective as of the first day of January 2000, and shall continue in full force and effect until the 31 day of December 2002.

Section 27.2: If either party desires to terminate or modify this Agreement it shall, one-hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 27.3: This Agreement shall be binding upon the Employer and its successors, assignees, lessees or transferee of the Employer or any other parties to contracts with the Employer, which successors, assignees, lessees, transferee or parties provide similar to those provided by members of the bargaining unit represented by the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of December 1999.

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX A UNION MEMBERSHIP AUTHORIZATION CARD

L-3004 2.98 425M



APPLICATION FOR MEMBERSHIP IN LOCAL UNION NO. _____ Affiliated with the International Brotherhood of Teamsters AFL-CIO

DATE OF APPLICATION

I, the undersigned, hereby apply for admission to membership in the above Local Union and voluntarily choose and designate it as my representative for purposes of collective bargaining, hereby revoking any contrary designation. If admitted to membership, I agree to abide by the Constitution of the International as well as the Local Union Bylaws which are not in conflict with International laws and thereupon accept and assume the following oath of obligation: I pledge my honor to faithfully observe the Constitution and laws of the International Brotherhood of Teamsters. I pledge that I will comply with all the rules and regulations for the government of the International Union and this Local Union. I will faithfully perform all the duties assigned to me to the best of my ability and skill. I will conduct myself at all times in a manner, as not to bring reproach upon my Union. I shall take an affirmative part in the business and activities of the Union and accept and discharge my responsibilities during any authorized strike or lockout. I will never discriminate against a fellow worker on account of creed, color or nationality. I will at all times bear true and faithful allegiance to the International Brotherhood of Teamsters and this Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)

Street _____ Phone _____

City _____ State _____ Zip Code _____

Employer _____ Employment Date _____

Street _____ Phone _____

City _____ State _____ Zip Code _____

Initiation Fee \$ _____ Paid to _____

Date of Birth _____ Social Security No. _____

Have you ever been a member of a Teamster Local Union? _____

If yes, what Local Union No. _____

Printed in U.S.A. _____ SIGNATURE OF APPLICANT

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

APPENDIX A (CONTINUED)
DUES CHECK AUTHORIZATION CARD



CHECKOFF AUTHORIZATION AND ASSIGNMENT

I, _____, hereby authorize my employer to
(Print Name)
deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____

Social Security Number _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Employer _____

Original to Employer

L-3874-Printed in U.S.A.



Copy to Local Union

Union dues are not deductible as charitable contributions for Federal Tax purposes.

**APPENDIX B
WAGE RATES**

| EFFECTIVE | <u>1/1/00</u> | <u>1/1/01</u> | <u>1/1/02</u> |
|--------------------------------|---------------|---------------|---------------|
| Full Time Machine Operators | \$11.00 | \$11.55 | \$12.15 |

Employees hired after January 1, 2000 will be paid \$1.00 per hour below full rate for the first year and \$.50 per hour below full rate for the second year. At the completion of two (2) years, employees will be at the full rate.