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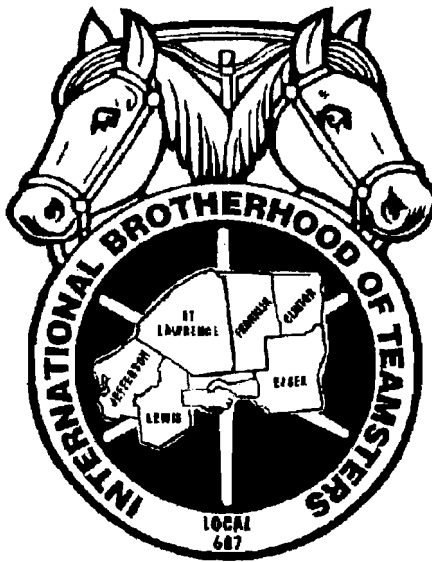
BC | 8926

AGREEMENT

BY AND

BETWEEN

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676



ORIGINAL

COPIED

AND

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

MAY 06 2009

ADMINISTRATION

TOWN OF CROGHAN
P.O. BOX 6
CROGHAN, NEW YORK 13327

EFFECTIVE DATE: January 1, 2009

TERMINATION DATE: December 31, 2011

9 EMPLOYEES

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PREAMBLE

This Agreement entered into this 1st day of January, 2009 by and between the Town of Croghan (hereinafter referred to as the "Employer") and Teamsters Local 687 (Town of Croghan employees), affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), in consideration of the recognition by the employer of the Union as the sole and exclusive bargaining representative of the employees.

In further consideration of the Union recognition, it confirms that it or any employee or employees will not strike against the Employer, or participate in any slowdown of work or job action causing interruption of work. The Union further asserts it will not be a part of in sympathy to a strike by other union(s). References to the Union are inclusive of the employees of the Employer. Reference to the parties refers to those of party to this Agreement.

The Employer and the Union together agree that the Purpose of this Agreement is to define an orderly working relationship between the parties, and this is of mutual benefit to better serve the public, public policy and the residents and taxpayers.

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway employees, such job classifications as defined in the Petition for Certification: MEO, Laborers performing any work assignment. Part time employees exceeding twenty (20) hours per week are also included. Employees are defined in accordance with the voluntary recognition of the Union as agreed upon between the parties when the Administrative Law Judge found majority status for the Union.

The Highway Superintendent will assign, direct and schedule the workforce and supervise their activities. Any other work performed by him is not restricted, but these situations will not take away time from the Union employees.

The Highway Superintendent can choose a Deputy from the Union to act in his place or with him as necessary.

The Deputy Town Superintendent of highways functions during the absence or inability of the Town Superintendent to act, and his is at that time vested with all the powers and duties of the Town Superintendent. This includes discipline of employees, but the Town Board will be responsible for hiring and firing.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any provision of the Agreement is found to be in violation of any existing Federal New York State, County or Town Law, or by the courts of jurisdiction, such law or rulings shall supersede this provision. If this happens, no other non-related provision of this Agreement will be affected.

In the event any provisions(s) is held invalid by superseding legislation or the courts, or enforcement of or compliance with any has been restrained, the parties shall enter into collective bargaining at the request of either, for the purpose of arriving at a mutually satisfactory solution.

ARTICLE 3: UNION SECURITY

The Union agrees to represent all employees in the bargaining unit whether or not they are members of the Union and also to represent those employees who elect not to join the Union.

The Union members shall pay dues and in the event that an Employee signs a dues authorization card, the Employer will deduct from the individual's wages the amount of the dues or fee. The Employer shall forward to the Union on a monthly basis the money collected.

The Union will indemnify and hold harmless all activities of the Employer regarding this Article.

Any Employee who is not a member of the Unions must pay to the Union, as a fee, the amount of monthly dues paid by the Union members as a condition of employment, but need not become a member of the Union, or be required to pay any other Union fees.

Any newly hired employee who wishes to join the Union must do so after one month of employment, or begin paying the fee as stated above. The employee may still not have achieved permanent status.

ARTICLE 4: INSPECTION PRIVILEGES

The Union shall inform the Town in writing of its authorized agent for on-premises visitation purposes.

All such visits should be scheduled to avoid interference with work schedules. However, if it is necessary to have access to the employer's premises during working hours to investigate specific grievances, arrangements must be made 24 hours in advance.

There shall be no interruption of working schedules as determined by the Highway Superintendent.

ARTICLE 5: MANAGEMENT RIGHTS

The Employer reserves unto itself all rights and responsibilities inherent and necessary to the function and as responsibly exercised prior to this (collective bargaining) Agreement, including but not limited to the right to hire, assign, promote, discharge, or discipline for cause, and to maintain discipline and efficiency of employees. In addition, the Employer reserves unto itself the right to deploy the work force, set the shift schedule(s), prepare and issue and enforce rules and safety regulations as legal and necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operation methods, job standards, process and means of operation are recognized by the Union and the Employees as being the sole and exclusive responsibility of the Employer.

ARTICLE 6: BULLETIN BOARDS

The Union is granted the privilege of using a bulletin board maintained at the Town Garage. The Board shall be used only for the following notices: recreational and social affairs of the Union, Union meeting, Union elections, and reports of Union committees. All notices plus the location and size of the Bulletin Board must be approved by the Highway Superintendent.

ARTICLE 7: SENIORITY

At time of layoff due to lack of work, employees shall be laid off in reverse order hired, providing the employees remaining are qualified to perform the work to be done. Recall shall be in reverse order of lay-off provided the employee is qualified to do the necessary work.

After working twenty-six (26) weeks of continuous employment, an employee hired as a full time employee shall be placed on the seniority list, dated to the first day of employment. Probationary employees during this first twenty-six (26) weeks of employment may be terminated from employment at the discretion of the highway superintendent without recourse to this Agreement.

Regarding job assignments, the employee must be qualified to do the work assigned and will be paid according to their job classification. In all other matters, seniority shall prevail when qualifications are equal.

The Employer shall furnish the Union seniority list upon request by the Union, not more than once every calendar year. This list will not be a guarantee of numbers of jobs or employees, which is determined by the employer. Employee names will be removed from the list upon termination or six (6) months after last day worked.

New employees will earn the beginning rate as listed in ARTICLE 24 of this Agreement. The highway superintendent may waive that at his discretion on an individual basis.

All full time employees must possess a New York State Commercial Drivers License (CDL).

All employees are subject to random drug and alcohol testing as a condition of employment. The Employer and its Employees participate in the Lewis County Municipal Highway Consortium for the purpose of complying with the Federal Omnibus Transportation Testing Act of 1991, and the rules promulgated there under. Each new employee will receive a copy of this Policy, and must sign the "Driver Notification Letter" provided and return it to the Employer as a condition of Employment. The Consortium Policy states that: "The Employer shall ensure that each Employee who engages in conduct prohibited by this Policy shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the Employee needs in resolving problems associated with alcohol misuse and controlled substances use. Before an Employee returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this Policy, the Employee shall undergo a return to duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance."

On a one time basis only, Employees losing their CDL license for any reason outside of this Consortium program will be offered continued employment if they immediately participate in New York State approved rehabilitation program and regain their CDL license within ninety-two (92) days. Their interim work assignments will be determined by the Employer's need for such work.

ARTICLE 8: JOB STEWARD

The Employer recognizes the right of the Union to designate a steward and the Union shall notify the Employer of the designation in writing.

The duties of the steward shall include an orderly administration of the Union's requirements in this Agreement, representation with the employee at times of discipline meetings, investigation of grievances but not to interrupt work schedules, communications with the Employer as necessary about Union matters, and to accept communications from the Employer to the Union.

ARTICLE 9: GRIEVANCE PROCEDURE

A grievance shall be a matter involving the interpretation or application of any provision of this Agreement, and must be initiated within two (2) working days of the incident in question. The specific paragraph involved of this Agreement must be identified by the grieving party. It is agreed that it is in the best interests of all involved to settle grievance(s) at the lowest possible step.

Step 1: A grievance shall first be raised orally by the employee with or without Union representation, to the Town of Croghan Highway Superintendent. A review of the grievance shall be held and a reply given ten (10) working days from the time of its initial presentation.

Step 2: Any grievance unresolved by Step 1 shall be reduced to writing, signed by the employee and submitted to the Town of Croghan Highway Superintendent, within two (2) working days after receipt of the answer in Step 1. Following receipt of the written grievance, the Employer shall reply in writing to the aggrieved employee and the Union Steward within ten (10) working days.

Step 3: Any grievance unresolved by Step 2 may be submitted by the employee to Step 3 for mediation by an Advisory Arbitrator. This person shall be selected as any individual by the mutual agreement of the parties to this Agreement, or from a panel of names provided to the parties by a private or state source which usually and normally provides such services as herein required by Step 3. The individual selected shall require mutual agreement by the parties, and any costs incurred by this person will be equally split by the parties. The Advisory Arbitrator will render his recommendation in writing. The Employer shall reply in writing to the aggrieved employee and the Union Steward within ten (10) working days.

Step 4: If the grievance is not resolved in Step 3, the grievance may be finally appealed by the employee to the Town Board of the Town of Croghan at their next scheduled board meeting. A written reply shall be mailed or delivered by the tenth (10th) work day following the review of the grievance and the Recommendation by the Advisory Arbitrator. This is the final step of the procedure.

The employee must request Union representation at any step of this procedure.

The Steward may attend any other related meeting(s) between an Employee and the Employer if this representation is requested by the Employee.

It is mutually agreed by the parties of this Agreement, that time limits at each step of the grievance procedure may be waived or modified by mutual agreement.

Under no circumstances shall any terms of this Agreement be added to, subtracted from, modified, changed, or altered to settle a grievance.

ARTICLE 10: DISCIPLINARY ACTION

The Employer shall not discharge any Employee without just cause and the Employee and the Steward must be notified in writing of the reason therefore. Employee(s) suspended pending investigation of any possible Agreement violation will be paid for the time off if it is later determined that the Employee was not involved in violating the Agreement. Any written notices of discharge shall also be mailed to the Union Office as soon as reasonably possible, but not later than one (1) week from the time of the discharge.

Any Employee discharged must be paid in full for all wages owed him/her by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

A discharge or suspended Employee must advise the Union in writing within two (2) working days after receiving notification of such action against him/her of his/her desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.

Constructive discipline, when invoked by the Employer, is meant to offer an Employee the opportunity of correcting violations of good conduct or specific paragraphs of this Agreement. Such discipline will be progressive in nature from verbal warnings to time off without pay. Any such time off will be determined by the Employer according to the seriousness of the violation.

Should it be determined that a discharged or suspended Employee was not guilty, he/she shall be fully reinstated in his/her position and compensated at his/her usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the appropriate settlement of the case, then it may be referred to the grievance procedure set forth in this Agreement.

ARTICLE 11: HOURS OF WORK

The normal work week for Employees is forty (40) hours per week, Monday through Friday, with one-half (1/2) hour unpaid period for lunch. Starting time is 7:00 a.m. and ending time is 3:30 p.m. This is not a guarantee of hours worked.

The Highway Superintendent at his discretion may schedule four (4) ten hour work days, forty (40) hours per week, normal work week, with a one-half (1/2) hour unpaid lunch period, during certain summer or good weather weeks, starting time is 6:00 a.m. and ending time is 4:30 p.m. The Highway Superintendent also at his discretion may schedule the workforce at other times if he determines it is needed for better efficiency in maintaining the roads.

Each Employee must work overtime as scheduled. Overtime work as needed and determined by the Highway Superintendent is the required responsibility of the Employees.

Employees may bank forty (40) hours as compensatory time.

Part time employees will not cause lost work opportunities for full time employees provided the full time employee(s) have the requisite skills needed for the assignment(s).

The Employer agrees to give any full time, permanent employee scheduled for lay-off, advance notice, if possible, except for unforeseen emergencies such as fire, flood, storm, explosion, power failure or war.

Employees called in to work at other than their regularly scheduled shift are paid time and one-half (1 ½) from the time of contact outside of the hours of their regularly scheduled shift.

Overtime shall be calculated and paid at time and one-half for hours worked over eight in one day when scheduled for a five (5) day work week, or over ten (10) in one day when scheduled for four (4) ten-hour days, or forty (40) in one week. There shall be no duplication of overtime pay for the same hours worked in the same pay period.

When called into work at times other than his/her regularly scheduled shift, an employee will receive a minimum of two (2) hours pay.

Employees are paid bi-weekly.

If a time clock or electronic device is used for precisely measuring time worked for pay purposes, employees must register only their own personal time worked.

ARTICLE 12: HOLIDAYS

The following days are recognized as holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Christmas	Columbus Day
President's Day	
Good Friday	
Memorial Day	
July 4th	
Labor Day	

The parties recognize the right to schedule work on these days in case of need as determined by the Highway Superintendent, but not to interfere with Employees attending religious services on Good Friday.

To receive holiday pay the Employee must work both his/her scheduled day before and his/her scheduled day after the holiday, unless he/she is on paid vacation.

Part time, temporary and probationary Employees, and those on leave-of-absence, shall not be eligible for holiday pay. Other employees on the seniority list shall receive eight (8) hours pay for each holiday not worked, and at the regular straight time hourly rate. It is understood that holiday pay shall be ten (10) hours pay when the normal work day is ten (10) hours at straight time pay.

Employees eligible for holiday pay that work on the holiday shall be paid time and one-half for the hours worked in addition to their holiday pay. Employees shall have the option of choosing this overtime pay or compensatory time off not to exceed one (1) week accumulation.

When a holiday falls on an employee's scheduled vacation and he is actually on vacation, he shall be paid for such holiday at his/her straight time hourly rate at the next pay period after his return to work.

In applying the holiday pay procedure, when any of the above specified holidays falls on Sunday and the following day is observed as the holiday by the Federal Government, such day shall be considered as the holiday for the purpose of this Article. When any of the above specified holidays falls on Saturday and the Federal Government observes the previous day as the holiday, such day will be considered as the holiday for the purpose of this Article.

When holidays fall on Monday through Friday, the hours paid at straight time are considered as time worked for overtime purposes.

ARTICLE 13: VACATIONS

The normal vacation period will be from January 1 through December 31 of each year.

All employees on the seniority list who have been in the employment of the Employer for a period of one (1) year from the date that he/she has been placed on the seniority list shall receive forty (40) hours with pay at the regular straight time hourly rate.

All employees on the seniority list who have been in the employment for a period of three (3) years or more shall receive eighty (80) hours with pay at the regular straight time hourly rate.

All employees on the seniority list who have been in the employment for a period of five (5) years or more shall receive one-hundred twenty (120) hours with pay at the regular straight time hourly rate.

All employees on the seniority list who have been in the employment for a period of fifteen (15) years or more shall receive one-hundred sixty (160) hours with pay at the regular straight time hourly rate.

All employees on the seniority list who have been in the employment for a period of twenty-five (25) years or more shall receive two-hundred (200) hours with pay at the regular straight time hourly rate.

More than one employee may be allowed vacation time at the same time, but each with the prior approval of the Highway Superintendent, and not to interfere with work schedules.

Employees will be granted vacation time at the time of their request with prior approval of the Highway Superintendent, not to interfere with work schedules.

Employees called back to work from vacation will receive time and one-half (1 ½) pay for all hours worked in addition to their vacation pay.

When multiple vacation requests are made for the same period, and on the same day, time off will be given on a seniority basis provided those remaining at work will have the necessary ability to do the job assignments. All vacation must be taken within that calendar year.

ARTICLE 14: NON-DISCRIMINATION

There will be no discrimination by the employer or the Union against any employee because of age, race, creed, color, national origin, sex, or veteran's status. The Americans with Disabilities Act covers physical/mental handicaps.

Any reference to masculine or feminine genders in this Agreement shall apply to both male and female.

There will be no discrimination in employment against any employee because of his membership or non-membership in the Union or lawful activity regarding the Union.

ARTICLE 15: SICK LEAVE; PERSONAL AND SICK DAYS

Employees will be provided twenty-six (26) weeks of disability insurance which will be paid for non-job connected sickness and accidents, medical verification required. The usual one week waiting period is required prior to commencement of benefits.

Whenever an Employee is absent three (3) consecutive workdays, the Employer may request a physician's statement to verify the non-work related sickness or accident.

An Employee legitimately in need of time off for bona-fide illness or injuries from an accident must contact the Highway Superintendent prior to the commencement of the working hours.

The Employer will pay for up to fifty-six (56) hours/seven (7) days per year absence from work for each Employee. This is to accommodate unforeseen circumstances, or illness not sufficient in length to qualify for disability insurance premiums.

Employees will be allowed to carry over a maximum of ninety six (96) hours / twelve (12) days of sick time each year.

The Employee must make a serious effort to schedule any such absence in advance of the needed time off, and always notify the Highway Superintendent before the start of the work day. Additional requests for individual sick days may be made to the Highway Superintendent and if granted will be counted as vacation days.

ARTICLE 16: FUNERAL LEAVE

Three (3) paid days will be given to attend the services and funeral for each death in his/her immediate family. Immediate family to be interpreted as spouse children, parents, grandparents, siblings and grandchildren.

One (1) paid funeral day for spouse's parents, spouses grandparents and spouses siblings.

ARTICLE 17: SAFETY AND HEALTH

The Employer will continue to maintain all reasonable and important precautions for safeguarding the safety and health of its Employees. Employees will cooperate with the Employer in this effort and are responsible to maintain safe work practices. The parties recognize their mutual obligation in the prevention, correction and elimination of all unsafe working conditions and practices.

Employees shall be given training as necessary in all areas to safely perform the aspects of their job. They must use or wear all protective safety equipment provided them as required.

ARTICLE 18: RETIREMENT PLAN

Full time permanent employees will be enrolled in the New York State Retirement plan according to its terms.

ARTICLE 19: HOSPITALIZATION AND RELATED HEALTH COVERAGES

The Employer agrees to sign and participate in the New York State Teamsters Council Health and Hospital Fund for the purpose of providing health and related insurance coverage for its Employees and certain non-bargaining unit town workers. The execution of the participation agreement will coincide with the dates of this Agreement, after its inception, and the coverage provided by the Fund are hereby included by reference.

New Employees will be eligible the first month following 30 days of employment, if hired full time.

New Employees hired after January 1, 2006 will pay fifteen percent (15%) of the premium costs.

The Employer will transmit on a monthly basis, the following premium structure for employees, workers and dependants enrolled in the Fund, and for the time periods designated, provided this Agreement remains valid to include the Teamsters Select Benefit Plan and Dental, Vision, Life and AD & D and Disability coverage all at the Option 1 level for all Town of Croghan Highway Employees who will participate in this coverage.

The following are monthly rates:

	2009	2010	2011
Composite	\$1010.53	\$1104.57	\$1210.73

The bi-weekly cost to these employees are as follows:

	2009	2010	2011
Composite	\$23.32	\$35.69	\$55.88

Others enrolled in the various applicable plans through the Union included certain elected and appointed Town enrollees, plus those on retirement insurance plan including supplement to Medicare plans. The Employer will process enrollment papers for and to the Union or its designee, collect and transmit the premium payments, and make timely notice of cancellation or changes in status of participants. Premiums will be set at the regular group contract levels for each plan.

ARTICLE 20: WORK CLOTHES

Coveralls as needed will be supplied by the Town.

ARTICLE 21: JURY DUTY

Employees required to serve on jury duty shall be paid their regular wages. Any governmental compensation paid for jury duty will be given to the Town upon receipt.

ARTICLE 22: BARGAINING AND PUBLIC EMPLOYMENT RELATIONS BOARD (PERB) INVOLVEMENT

The parties agree to conduct negotiating meetings at contract renewal time during the time period of one hundred and eighty (180) days prior to December 31st.

ARTICLE 23: EXTRA CONTRACT AGREEMENTS

The employer agrees not to enter onto any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York. The terms of this Agreement constitute the full Agreement between the parties.

ARTICLE 24: WAGES

Effective January 1st of each year, providing a signed Agreement has been reached for that year by January 1st; hourly rates for the classifications are as follows:

	<u>2009</u>	<u>2010</u>	<u>2010</u>
MEO	\$15.18	\$15.79	\$16.42
LABORER	\$ 9.46	\$ 9.84	\$10.24

The rate for part time employees is \$9.00 per hour.

New hires shall be hired at \$2.00 per hour less than the rate of pay in the classification for which they are hired, and shall receive increases in the hourly rate of \$.50 every six months until they are at the full rate of their current classification.

ARTICLE 25: DURATION

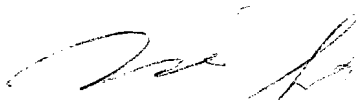
This contract will remain in effect and binding on the parties and shall continue in full force and effect from January 1, 2009 to and including the 31st day of December, 2011. No Article, Section or Sub-section of the contract shall be considered to be retroactive and only those items specifically included in this document shall be binding on the Employer, the Union, or its agents.

In the event there is a submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties thereto. This does not preclude either party exercising its legal rights in negotiations and any period of impasse.

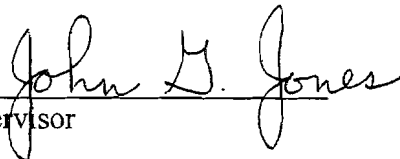
IN WITNESS WHEREOF, we have hereunto affixed our signatures this 26th day of February, 2009.

Teamsters Local 687
14 Elm Street
Potsdam, New York 13676

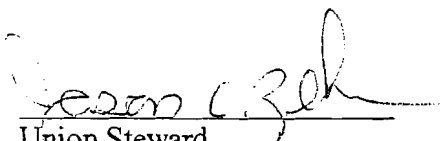
Town of Croghan
P.O. Box 6
Croghan, New York 13327



Business Agent



Supervisor



Union Steward