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Contract Database Metadata Elements

Title: **Ohio, Town of and Highway Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 182 (2004)**

Employer Name: **Ohio, Town of**

Union: **Highway Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **182**

Effective Date: **07/01/04**

Expiration Date: **12/31/07**

PERB ID Number: **9111**

Unit Size:

Number of Pages: **26**

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BC/9111

**COLLECTIVE
BARGAINING
AGREEMENT**

by and between the

TOWN OF OHIO

and

TEAMSTERS LOCAL 182

(HIGHWAY UNIT)

July 1, 2004 – December 31, 2007

Collective Bargaining Agreement

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement is made by and between the Town of Ohio, hereinafter referred to as the "Town", and Teamsters Local 182 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, AFL-CIO, hereinafter referred to as the "Union."

2 MANAGEMENT RIGHTS

2.1 Management Rights Clause

2.1.1 The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change the scheduling of operations, the methods, processes and means of operating the Highway Department, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.

2.1.2 There will be no lay-off of then current employees as a direct result of the Town's decision to contract or subcontract bargaining unit work.

2.1.3 A contractor or subcontractor will not operate Town-owned equipment that would otherwise be operated by then current employees unless all then current employees are working or have been offered the opportunity to work.

3 UNION RIGHTS

3.1 Recognition

3.1.1 Recognition: In accordance with the certification of the New York State Public Employment Relations Board, the Town recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.2.1, below.

3.2 Definition of Bargaining Unit

3.2.1 Inclusion: Included in the bargaining unit are all regular full-time laborers, motor equipment operators, and any other employees of the Highway Department who regularly perform year-round work operating, repairing, or maintaining Highway Department vehicles or equipment or maintaining Town highway facilities.

3.2.2 Exclusion: Excluded from the bargaining unit are the Superintendent of Highways, Deputy Highway Superintendent, supervisory employees, part-time employees, temporary employees, seasonal employees, and clerical employees.

3.2.3 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a "regular full-time employee" will mean and refer to an employee who is regularly scheduled to work forty hours per week.

3.2.4 Unit Clarification: Any disputes as to whether a new or substantially altered job title is encompassed within the scope of the existing bargaining unit shall be submitted immediately to the New York State Public Employment Relations Board in accordance with its rules and procedures.

3.3 Union Membership/Agency Shop

3.3.1 Union Membership: An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.4.1, below.

3.3.2 Agency Shop: An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of the execution of this collective bargaining agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Town will deduct and remit the service fee in accordance with 3.4.1, below.

3.4 Deduction of Dues/ Fees

3.4.1 Dues/Fees: The Town will deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the Union on a monthly basis. The Union shall notify the Town of the amount to be deducted.

3.4.2 Indemnification Clause: The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

3.5 Leave for Contract Administration

3.5.1 Investigation and Presentation of Grievances: The Union may designate one employee as Shop Steward. The Shop Steward will be allowed release time, without pay, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may only be conducted during non-working hours (e.g. before and after the workday, meal periods, rest periods).

3.5.2 Meetings with Management: The Shop Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Town Supervisor or Superintendent of Highways has requested the meeting.

3.6 Leave for Negotiations

3.6.1 Eligible Employees: The Union may designate up to two employees to attend negotiations with the Town. The representative employees will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

3.7 Leave for Union Conferences

3.7.1 Eligible Employees: Employees designated by the Union will be allowed release time, without pay, to attend conferences and conventions of the Union. Such leave shall not exceed five work days, in the aggregate, in any one year.

3.7.2 Requests for Release Time: Requests for such release time shall be made to the Superintendent of Highways at least fourteen calendar days in advance. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the work site until it has been approved by the Superintendent of Highways.

3.8 Bulletin Boards

3.8.1. Location: The Union may maintain a bulletin board in an accessible place at the Highway Garage for the exclusive use of the Union.

3.9 Access to Town Premises

3.9.1 Union Representatives: Representatives of the Union will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Superintendent of Highways.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: Except as otherwise provided in the rules of the Herkimer County Department of Personnel, an employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of fifty-two weeks.

4.1.2 Failure to Successfully Complete Probationary Period: In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

4.2 Seniority

4.2.1 Unit Seniority: Seniority will be determined by the employee's length of continuous service in the bargaining unit.

4.2.2 Same Length of Service: In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

4.2.3 Layoff: An employee will not accrue seniority while the employee is in layoff status. Such leave will not be considered as a break in "continuous service"; however, the employee's anniversary date will be extended for a period equivalent to the time of such leave.

4.2.4 Disability Leave: An employee who is on a leave of absence due to an approved Workers' Compensation claim and is not drawing on paid leave credits or an employee who is on an approved unpaid leave of absence due to an off-the-job illness or injury will continue to accrue seniority as if the employee was in regular pay status. Such leave will not be considered as a break in "continuous service" and the employee's anniversary date will not be adjusted.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: In the event of a reduction in the number of positions in a job title within the bargaining unit, the employee within that job title with the least service seniority will be the first to be laid off.

4.3.2 Bumping Rights: An employee who is laid off may displace (bump) an employee in an equal or lower job title within the bargaining unit, provided the employee has more service seniority than the employee being bumped and the employee is fully qualified to perform the duties of the job title. Following the same procedure, the employee who is bumped may displace an employee in an equal or lower job title within the bargaining unit. This process will be followed until the last employee who is eligible to bump has had the opportunity to do so.

4.4 Recall Procedure

4.4.1 Recall to Same Job Title: In the event there is a vacancy in the job title where a layoff occurred, the laid-off employee who was within the affected job title with the most service seniority will be offered the position. This process will be followed until each laid-off employee who was within that job title has been recalled to that job title.

4.4.2 Notice of Recall to Same Job Title: The Town will notify the laid-off employee of the vacancy in 4.4.1 by means of certified mail sent to the employee's last known address. In the event the laid-off employee does not respond within fourteen calendar days, either in person or in writing, or the employee rejects the offer, the employee shall forfeit all recall rights.

4.4.3 Change of Address: A laid-off employee must notify the Town, in writing, of any change of address or telephone number.

4.5 Performance Appraisal

4.5.1 Purpose and Criteria: The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, and such other criteria that properly reflect the employee's performance.

4.5.2 Frequency: An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Highways. Informal evaluations will occur on an as needed basis. The Town's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

4.5.3 Post-evaluation Conference: After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report.

4.5.4 Deficiencies: Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

4.5.5 Employee Reply: An employee's written reply, if any, will be attached to the performance appraisal report.

4.6 Personnel File

4.6.1 Employee Access: An employee may review and copy the contents of the employee's own personnel file, with the exception of letters of reference. The employee must make an appointment with the Bookkeeper. An authorized official of the Town must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Superintendent of Highways.

4.6.2 Union Access: With the written consent of the employee, a representative of the Union will be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference. An authorized official of the Town must be present when the employee inspects the file.

4.6.3 Change in Status: An employee must immediately notify the Bookkeeper of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

5 VACANCIES

5.1 Notification of Vacancies

5.1.1 Posting: In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least seven calendar days on the Union bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

5.1.2 Application: Once a position has been posted, it shall be the employee's responsibility to bid on the vacancy by making a written application.

6 HOURS OF WORK

6.1 Work Schedule

6.1.1 Workday: The Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department.

6.1.2 Workweek: The *normal* workweek is Monday through Friday. However, the *normal* workweek from the first day of daylight savings time until October 1st will consist of four ten-hour days from Monday through Thursday. Notwithstanding the above, the Superintendent of Highways will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department.

6.1.3 Additional Hours of Work: The Superintendent of Highways may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the Superintendent of Highways, or designee, before working additional hours.

6.1.4 Procedure for Assigning Additional Hours:

Snow Removal or Emergency Conditions - In the event there is an opportunity to work additional hours for snow removal or due to emergency road conditions, the opportunity will first be offered to those regular full-time employees and part-time, temporary, and seasonal personnel who are normally assigned to that route.

Other Overtime - In the event there is an opportunity in a given job title to work additional hours for reasons other than snow removal or emergency road conditions, the opportunity will first be offered on a seniority basis (most senior first) to those regular full-time employees in the affected job title. In the event no employee volunteers (including part-time, temporary, and seasonal personnel), the work will be assigned on a seniority basis (least senior first) to those same regular full-time employees.

6.1.5 Errors in Assigning Additional Hours: In the event the Town makes an error in the assignment of additional hours, the Town shall offer the next opportunity to work additional hours to the regular full-time employee who should have been offered the additional hours.

6.1.6 Time Records: An employee must record all hours worked in each workday in a manner to be determined by the Town.

6.2 Notification of Absence

6.2.1 Notification of Tardiness: An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the Superintendent of Highways at least fifteen minutes before the employee's scheduled starting time. Excessive tardiness may lead to corrective action.

6.2.2 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

6.2.3 Early Departure: In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways prior to leaving.

6.3 Meal & Rest Periods

6.3.1 Meal Period: An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Superintendent of Highways, an employee may leave the work-site during the meal period.

6.3.2 Rest Periods: An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period.

An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise specified by departmental rules, all rest periods must be taken at the work-site and may not exceed the time allowed.

7 COMPENSATION

7.1 Wage Rates

7.1.1 Hourly Rate: The job rate for regular full-time employees for the period July 1, 2004 through December 31, 2007 will be as follows:

July 1, 2004 (\$.50 increase)	January 1, 2005 (\$.50 increase)	July 1, 2005 (\$.25 increase)	January 1, 2006 (2.5% increase)	January 1, 2007 (2.5% increase)
\$12.50	\$13.00	\$13.25	\$13.58	\$13.92

7.2 Premium Pay for Overtime

7.2.1 Authorization: An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

7.2.2 Overtime Rate: An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. In the event an employee is scheduled to work a "compressed workweek", the employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over ten hours in a given workday or forty hours in a given workweek.

7.2.3 Credit for Paid Leave: Holiday, vacation leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime. Sick leave and all military leave will not be included as time worked in the computation of overtime.

7.2.4 Compensatory Time: An employee will have the option of receiving "compensatory time" in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over forty hours in a given workweek. The employee must receive prior approval from the Superintendent of Highways to take compensatory leave. The Superintendent of Highways will have total discretion in the approval of compensatory leave.

7.2.5 Maximum Accumulation of Compensatory Time: An employee who is eligible for compensatory time may accumulate up to eighty hours in compensatory leave credits. In the event an employee accrues more than eighty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay-period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

7.2.6 Termination from Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay.

7.3 Call-In Pay

7.3.1 Compensation: An employee who is called out for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, will receive premium pay at a rate of one and one half times the employee's regular rate of pay for a minimum of two hours or for the hours actually worked, whichever is greater.

7.3.2 Start Time: The pay for an employee who is called out for duty (whether regular overtime or for emergency duty) will begin when the employee arrives at the highway garage or, if so instructed, the worksite.

7.4 Pay Period

7.4.1 Payroll Period: The payroll period will begin Monday morning at 12:01 a.m. and end seven calendar days later on Sunday at 11:59 p.m.

7.4.2 Pay Date: Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

8 PAID LEAVE

8.1 Holidays

8.1.1 Designated Holidays: The holidays listed below will be observed on the day designated by the Superintendent of Highways. However, Independence Day will be observed on the day following the two-week shutdown (see 8.2.5 below).

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Opening Day*
- Thanksgiving Day
- Christmas Day

* the first day of big game hunting season (southern tier)

8.1.2 Holiday Pay Eligibility: Regular full-time employees are eligible for paid holidays upon hire.

8.1.3 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee was not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Superintendent of Highways. For example, if the holiday occurs on a Saturday and that day is the employee's regularly scheduled day off, the employee would observe the holiday on the preceding Friday or following Monday, as determined by the Superintendent of Highways.

8.1.4 Holiday Pay: A regular full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.1.5 Assigned to Work on a Holiday: A regular full-time employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus "holiday pay" **or**, with the approval of the Superintendent of Highways, the employee will be paid for all hours worked at the employee's regular rate of pay and schedule another mutually agreed upon day off with pay within three months following the holiday.

8.1.6 Holiday Pay Requirements: An employee must work the employee's scheduled workday before and the employee's scheduled workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday, unless the employee is on a scheduled paid vacation, scheduled paid personal leave, scheduled bereavement leave, or scheduled jury duty leave.

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

8.1.8 Religious Holidays: An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

8.2 Vacation Leave

8.2.1 Allowance (Back-loaded on Anniversary Date): An employee who has completed one year of continuous service will be credited with forty hours of paid vacation leave on the employee's anniversary date.

An employee who has completed two years of continuous service will be credited with eighty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed five years of continuous service.

An employee who has completed five years of continuous service will be credited with one-hundred and twenty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee has completed ten years of continuous service.

An employee who has completed ten years of continuous service will be credited with one-hundred and sixty hours of vacation leave on the employee's anniversary date and each anniversary date thereafter until the employee leaves employment.

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

8.2.3 Accumulation: An employee must use all vacation credits before the employee's anniversary date following the year for which they were credited. Any vacation leave credits remaining thereafter will be canceled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

8.2.4 Annual Buy-Back: An employee who has completed at least twenty years of continuous service may receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

8.2.5 Scheduling: The Superintendent of Highways may designate a two-week period that overlaps July 4th during which an employee must use accumulated vacation leave. In the event an employee has additional vacation leave, the employee must receive prior approval from the Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than four hours. An employee may take vacation leave only after it has been credited.

8.2.6 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave.

8.3 Sick Leave

8.3.1 Allowance: A regular full-time employee will be credited with four hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned.

8.3.2 New Employees: A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a regular full-time employee will be credited with forty-eight hours of paid sick leave.

8.3.3 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, including an unpaid leave of absence due to a Workers' Compensation claim.

8.3.4 Accumulation: An employee may accumulate sick leave credits to a maximum of two-hundred and forty hours. Any sick leave credits in excess of two-hundred and forty hours will not be available for use as sick leave but may be credited toward retirement credit (see 8.3.10 below).

8.3.5 Use of Sick Leave: Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for a non-work related illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than four hours. An employee may take paid sick leave only after it has been credited.

8.3.6 Notification of Sick Leave: In the event an employee must take sick leave, the employee must notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. Failure to give this notice will render the employee ineligible to use sick leave credits for the absence. Unless the absence was pre-authorized, the employee must give notice each day of the absence.

8.3.7 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave.

8.3.8 Abuse of Sick Leave: An employee who, after investigation, is found to have demonstrated a pattern of sick leave abuse or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

8.3.9 Return to Work: Before returning to work, an employee who was absent from work for three consecutive days due to an injury or illness must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions.

8.3.10 Retirement Credit: The Town will make available Section 41(j) of the Retirement and Social Security Law which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment.

8.3.11 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

8.4 Personal Leave

8.4.1 Allowance: A regular full-time employee will be credited with sixteen hours of paid personal leave on the first day of January of each year for use during that calendar year.

8.4.2 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

8.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on December 31st will be canceled.

8.4.4 Use of Personal Leave: An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies.

8.4.5 Scheduling: An employee must receive prior approval from the Superintendent of Highways to take personal leave. The request must be submitted, in writing, to the Superintendent of Highways at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than four hours. An employee may take personal leave only after it has been credited.

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

8.5 Bereavement Leave

8.5.1 Immediate Family: In the event of a death of a regular full-time employee's immediate family member, the employee may take a paid leave of absence for up to five consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the employee's leave credits. The employee must have completed the probationary period to be eligible for this benefit.

For purposes of bereavement leave, "immediate family member" will mean the following: spouse (domestic partner), child (including step and foster), and parent (including legal guardian and step).

8.5.2 Extended Family: In the event of a death of a regular full-time employee's extended family member, the employee may take a paid leave of absence for up to three consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the employee's leave credits. The employee must have completed the probationary period to be eligible for this benefit.

For purposes of bereavement leave, "extended family member" will mean the following: sibling, grandparent, grandchild, and spouse's parent.

8.5.3 Burials: In the event the burial cannot occur due to winter weather, one day of bereavement leave may be reserved for the burial.

8.5.4 Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Superintendent of Highways. The Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

8.5.5 Funeral Leave: In the event of a death of a regular full-time employee's family member who is a relative not included in the definition of extended family, the employee may take an unpaid leave of absence for one day from the employee's regularly scheduled work to attend the funeral.

8.6 Jury Duty

8.6.1 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits.

8.6.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

8.6.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

9 UNPAID LEAVE

9.1 Leaves of Absence without Pay

9.1.1 General Terms: Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Superintendent of Highways.

9.1.2 Request for Unpaid Leave: The employee must submit such request and the reasons for the leave, in writing, to the Superintendent of Highways at least thirty calendar days prior to planned commencement of the requested leave. The Superintendent of Highways has sole discretion in approving such leave.

9.1.3 Conditions of Leave: The Superintendent of Highways will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Superintendent of Highways deems appropriate.

9.1.4 Continuation of Benefits: An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

9.1.5 Return to Work: An employee returning to work from an unpaid leave must submit request to return to work, in writing, to the Superintendent of Highways at least fourteen calendar days in advance. If the employee's previous job cannot be vacated upon return, the employee will be given the first open position within the bargaining unit in an equal or lower grade, provided the employee is qualified to perform the job duties.

An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

9.1.6 Change in Status: If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

10 INSURANCE

10.1 Medical Insurance

10.1.1 Insurance Plan: The Union will make available the New York State Teamsters Council Health and Welfare High Optimum Plan for regular full-time employees in accordance with the fund participation agreement. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or other expense not covered or reimbursed by the plan.

10.1.2 Premium Payment (2004): Effective July 1, 2004, the Town will contribute \$147.50 per week for each eligible regular full-time employee.

Premium Payment (2005): Effective January 1, 2005, the Town will contribute \$157.30 per week for each eligible regular full-time employee.

Premium Payment (2006): Effective January 1, 2006, the Town will contribute \$174.60 per week for each eligible regular full-time employee.

Premium Payment (2007): Effective January 1, 2007, the Town will contribute \$192.35 per week for each eligible regular full-time employee.

10.2 Workers' Compensation Insurance

10.2.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

10.2.2 Plan: Reporting of Injury: An employee should report an injury to the Superintendent of Highways within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

10.2.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

10.2.4 Continuation of Medical Insurance: An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to fifty-two weeks while an employee is receiving benefits for an on-the-job disability.

10.3 Short-Term Disability Insurance

10.3.1 Coverage: The Health and Welfare Fund will make available a short-term disability plan for non-occupational injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The fund administrator makes the determination of whether an employee is eligible for short-term disability benefits.

10.3.2 Reporting of Injury: An employee must submit a written report of the injury to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

10.3.3 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the fund makes payment, the Employer will be reimbursed for that portion of sick leave covered by the fund. An employee may not use vacation or personal leave credits to supplement short-term disability.

10.3.4 Continuation of Medical Insurance: An employee should refer to the Health and Welfare Fund documents as it pertains to the continuation of medical insurance benefits for up to twenty-six weeks while an employee is receiving benefits for a non-occupational disability.

11 GENERAL PROVISIONS

11.1 Work Accouterments

11.1.1 Safety Equipment: The Town shall provide appropriate rain gear, gloves, rubber boots, respiratory protection, safety glasses, and necessary personal protective equipment for use by an employee while at work.

11.1.2 Uniforms: The Town will provide and maintain uniforms for employees who opt to have uniforms. An employee who elects this option must wear the uniform.

11.2 Driver's License

11.2.1 Requirement to Possess a Driver's License: An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

11.2.2 Loss or Suspension of Driver's License: An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

11.2.3 Requirement to Possess a Commercial Driver's License: An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

11.2.4 Loss or Suspension of Commercial Driver's License: An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Department Head within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

12 DUE PROCESS PROCEDURES

12.1 Grievance Procedure

12.1.1 Definition: For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

12.1.2 Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Highways shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to Teamsters Local 182 and the employee(s).

12.1.3 Step Two - Appeal: If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town shall issue a written response to the grievance, which shall be given to Teamsters Local 182.

12.1.4 Mediation Option: The parties may submit the grievance to mediation prior to proceeding to Step 3, below, in an effort to resolve the dispute.

12.1.5 Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

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

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

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

12.2 Disciplinary Procedure

12.1.1 Discipline for Just Cause: The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises;

Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

12.2.2 Notice of Discipline: The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to Teamsters Local 182.

12.2.3 Disciplinary Hearing: If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to Teamsters Local 182.

12.2.4 Appeal of Disciplinary Action: If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

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

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

13 APPLICATION OF AGREEMENT

13.1 Duration of Agreement

13.1.1 This collective bargaining agreement shall be effective from July 1, 2004 through December 31, 2007, unless otherwise agreed to by the parties.

13.2 Complete Agreement

13.2.1 This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure.

13.3 Savings Clause

13.3.1 Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

13.3.2 Upon the issuance of such decision, the Town and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

13.4 Legislative Action

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

13.5 Execution of Agreement

IN WITNESS WHEREOF, the parties have caused this collective bargaining agreement to be signed by their respective representatives on June __, 2004.

TOWN OF OHIO

TEAMSTERS LOCAL 182

Bill Hart
Town Supervisor

Garry Colarusso
Business Agent

Michael A. Richardson
Labor Relations Consultant

Addison G. Hulbert
Shop Steward

Russell Barrows
Town Board Member

Gordon Schumacher
Bargaining Unit Member

George Lawson
Town Board Member

James F. Nightingale
Superintendent of Highways