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Union: **Joint Council 18, International Brotherhood of Teamsters (IBT)**

Local: **317**

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BC
8536

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

TOWN OF ANDOVER, NEW YORK

AND

TEAMSTERS LOCAL 317

JANUARY 1, 2005 - DECEMBER 31, 2007

RECEIVED

JUN 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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ATTACHMENT #1

ARTICLE 1 RECOGNITION

This Agreement is made by and between TEAMSTERS LOCAL 317, affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Count 18, hereinafter called the "Union" and the TOWN OF ANDOVER, New York, hereinafter called the "Employer" or "Town".

The Employer recognizes the Union as the exclusive representative of its Maintenance employees in the New York State Civil Service classification of Heavy Motor Equipment Operator (HMEO) and other laborers covered by this Agreement for the purpose of collective bargaining. The unit shall not include *part-time employees or any position currently not on the highway crew.*

ARTICLE 2 SAVINGS AND SEPARABILITY CLAUSE

This Agreement and all provisions herein, including any supplements or riders, are subject to all applicable laws. In the event any provision of this Agreement, including any supplements or riders, is held to violate such laws, said provisions, to the extent that it has been determined to be in violation of applicable law, shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been a part of this Agreement. Either the Union or the Town may, within a reasonable period of time, request negotiations to reach agreement upon the replacement and/or impact of the invalidated provision.

ARTICLE 3 MANAGEMENT RIGHTS

Except as validly limited by express provisions of this Agreement, the Town reserves the right to unilaterally determine the standards of service to be offered by it; to set the standard of selection for employment; to direct and assign its employees and to regulate work schedules, even if it hereby increases hours; to take disciplinary action; to relieve its employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of governmental operations; to determine the methods, means and personnel by which its operations are to be conducted; to determine the content of job classification; to allocate positions to pay grades; to take all necessary action to carry out its mission in an emergency; and to exercise complete control and discretion over its organization and the facilities, methods, means and technology of performing its work.

ARTICLE 4 UNION SECURITY

SECTION 1 DUES CHECK-OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union, and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer, in writing, each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement and remit to the Union in one lump sum.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

SECTION 2 UNION MEMBERSHIP

Membership in the Union is not compulsory. Employees have the right to join, not to join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee with respect to such matter.

Any present employee who is not a Union member shall pay to the Union each month a service charge in an amount equal to the regular monthly dues of this Union and the usual initiation fees during the duration of this Agreement.

Any future employee who does not make application for membership within thirty (30) days of his/her date of hire shall pay to the Union each month a service charge in an amount equal to the regular monthly dues of this Union for the duration of this Agreement.

The dues deduction provided for herein for non-union members shall comply with Section 208(3) (b) of the Civil Service Law.

ARTICLE 5 INSPECTION PRIVILEGES

The Business Agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 6 BULLETIN BOARD

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union.

ARTICLE 7 SENIORITY

The principles of seniority shall prevail at all times.

LAYOFF AND RECALL PROCEDURES: In case of layoffs due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employees. The rehiring procedure shall be the reverse of the layoff procedure. When the Employer determines to call back workers, employees laid off shall be notified to report to work, in order of seniority, by certified mail, return receipt requested, sent to the last address provided by the employee to the Employer.

A laid-off employee shall be given at least seventy-two (72) hours to report to the job when called back to work, without loss of benefits or rights. In the event the employee fails to report within the time specified, he/she shall lose all benefits and rights with the Employer and a new employee may be hired.

An employee laid off for two (2) consecutive years shall lose his/her right to recall.

PROBATION PERIOD: All new employees shall be subject to a one (1) year probationary period. At the end of this period the employee shall either be terminated or become a permanent employee. A permanent employee shall be placed on the regular seniority list effective as of his/her first day of employment.

SENIORITY LIST: The Employer shall furnish the Union a seniority list, upon request by the Union.

ARTICLE 8 GRIEVANCES

SECTION 1 DEFINED

Any dispute concerning the interpretation or application of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. "Agreement" includes this Agreement, along with all riders, supplements, appendices, letters of understanding, and other documents which are the product of collective bargaining between the parties that cover in whole or in part terms and conditions of employment.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

SECTION 2 PROCEDURAL STEPS:

(a) **STEP 1: Oral Notice To Immediate Supervisor.** The employee must discuss the grievance with his immediate supervisor not later than one (1) week after the event giving rise to the grievance, or one (1) week after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later. The immediate supervisor shall orally respond to the employee not later than one (1) week thereafter.

(b) STEP 2: Written Grievance To Immediate Supervisor. If the grievance is not settled at Step 1, the employee must submit a written grievance to his immediate supervisor not later than two (2) weeks after the event giving rise to the grievance or two (2) weeks after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later. The immediate supervisor shall give his written answer to the grievance within two (2) weeks after receipt of the grievance. **If the immediate supervisor fails to give his written answer within the two (2) week (10 business days) after receipt of the grievance, then the grievance will automatically advance to step three.**

(c) STEP 3: Written Appeal to Town Board. If the grievance is not settled in Step 2, the employee may file a written appeal of that answer to the Town Board not later than two (2) weeks after receipt of the immediate supervisors' written answer at Step 2. Not later than two (2) weeks after receipt of the written appeal, the Town Board, or its designee governing the operations of the Highway Department, shall schedule to meet with the employee, the Steward and the Union Business Agent. Any party necessary to amicably resolve this dispute (i.e. grievant, Steward, Alternate Steward, Supervisor, witnesses, etc.) shall be present at this meeting. The Town Board, or its designee, shall give its written answer to the grievance within two (2) weeks after such meeting.

(d) Written Presentation. All grievances presented at Step 2 above, shall be presented on the form attached to this Agreement as "Appendix A". All written answers shall be signed and dated.

SECTION 3 PARTY GRIEVANCES

Grievances brought by the Union shall be initiated at Step 2 or Step 3, as applicable. Grievances brought by the Employer shall be submitted to the Union Business Agent and the time limits of Step 3 shall apply.

SECTION 4 ARBITRATION

If the grievance or dispute has not been resolved at Step 3, either party may demand arbitration within two (2) months following the termination of Step 3. An arbitrator may be selected by mutual agreement between the parties. If the parties cannot agree on the selection of an arbitrator, the party seeking arbitration shall ask the Public Employment Relations Board to submit a list of at least seven (7) names to the parties. The party against who arbitration has been sought shall have the opportunity to strike the first name. The parties shall then alternately strike names until one name is remaining. That person shall serve as the arbitrator.

The Arbitrators' decision shall be final and binding on the parties. The costs of the arbitration, including the fees and expenses of the arbitrator, shall be borne equally by the parties.

SECTION 5 TIME LIMITATIONS

If a party to this Agreement fails to grieve or advance the grievance to the next step within the applicable time limits, the matter shall be deemed waived. If a party to this Agreement fails to respond

within the time limits specified, that party shall be deemed to have accepted the merit of the grievance. The parties may extend these time limits by mutual agreement.

ARTICLE 9 DISCIPLINARY ACTION

SECTION 1 DISCIPLINE

Employees who have satisfactorily completed their one (1) year probationary period provided for in Article 7 - Seniority may be removed or otherwise subjected to any disciplinary penalty only for just cause. Prior to the imposition of discipline, the Town will provide the employee and the Steward with a *written notice of discipline which describes both the acts alleged as the basis of discipline and the penalty to be imposed.* At the same time, a copy of the written notice shall be mailed to the Union Business Agent.

Within two (2) weeks after the employee receives the notice of discipline, the employee, the Steward and the Union Business Agent shall have the opportunity to discuss the notice of discipline with the Town Board or its designee. Thereafter, the Town Board or its designee shall, within two (2) weeks, *render a written decision as to the alleged conduct.* At that time, a copy of the written decision will be provided to the employee, the Steward, and a copy mailed to the Union Business Agent. The decision shall also state a penalty which, except for suspension for a period greater than thirty (30) days or termination, may be imposed immediately. If the employee or the Union believes that the Town did not have just cause for the discipline imposed, then such written decision may be appealed directly to final and binding arbitration under the Grievance Procedure of this Agreement.

SECTION 2 RIGHT TO UNION REPRESENTATION

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer. An employee shall be entitled to Union representation at any questioning if it is contemplated that the employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding or any questioning, as set forth above, the Employer shall inform, in writing, the affected employee(s) of their right to Union representation as set forth in this section.

The right to Union representation includes the right to consult with a Union representative in advance of the stage of the disciplinary proceeding or questioning or both, as applicable, and the opportunity to have the Union representative present throughout the interview or disciplinary procedure. No employee may be disciplined or discharged based upon any questioning or investigation performed without a written waiver of Union representation, provided that the employee has been informed, in writing, of *his/her right to Union representation as set forth in the Section.* The employee shall not be required to sign any statement arising out of the questioning. Any statements or admissions made by an employee during a questioning without the employee having had the opportunity to have Union representation shall not be used in a disciplinary proceeding against any employee. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

SECTION 3 DISCIPLINARY PENALTIES

The disciplinary penalty may consist of a reprimand, a fine not to exceed one hundred dollars (\$100.00) to be deducted from the employees' wages, suspension without pay for a period not exceeding two (2) months, or termination.

SECTION 4 LIMITATION ON USE OF PRIOR DISCIPLINE

Prior disciplinary action shall not be used against an employee in future disciplinary actions beyond the time periods as follows:

- (a) Suspension of 30 days or less, reprimand, or fine: 18 months.
- (b) Suspension of more than 30 days: 30 months.
- (c) Drug or alcohol infractions shall parallel the period of required follow-up testing as determined by the Substance Abuse Professional under 49 CFR 382.605 or any successor.

SECTION 5 WAIVER OF CIVIL SERVICE LAW

Employees who have satisfactorily completed their one (1) year probationary period shall be disciplined only pursuant to the procedures established in this Article.

ARTICLE 10 EXAMINATION

Any expense for physical, mental, or other examination required by the Employer shall be paid by the Employer unless the employee chooses to use his/her own physician for such physical, mental, or other examination.

The Town agrees to reimburse any employee required to expend additional monies for licenses to operate motor vehicles necessary for his/her job performance and required by federal legislation over and above what they have been required by the State of New York to operate said motor vehicles as of January 1, 1990.

ARTICLE 11 LEGISLATIVE ACTION

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

ARTICLE 12 DECLARATION OF NO STRIKE POLICY

In the consideration of recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer, nor will it assist in or participate in any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist, or participate in a strike.

ARTICLE 13 SAFETY

SECTION 1 EQUIPMENT

The Employer shall not require unit employees to take out on the streets or highways any vehicle that is not in compliance with existing law for operation on public highways. The employee shall be required to notify the Highway Superintendent of any known defective equipment as soon as such defect becomes known to the employee. Such notification shall be in writing.

All equipment which the employee reasonable believes is not in safe operating condition shall be brought to the attention of the Highway Superintendent by the employee, in writing. The Highway Superintendent shall then take appropriate action in reference to such complaint.

SECTION 2 DANGEROUS CONDITIONS

Under no circumstances shall an employee be assigned or required to engage in any activity involving unreasonably dangerous conditions of work beyond the normal dangers of the job; unreasonable danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

An employee shall only be assigned to perform his/her normal duties in a reasonably prudent manner.

SECTION 3 TRAINING

The Employer shall provide, at its expense, the necessary training and education so that employees can perform their jobs safely and efficiently. The Employer shall make the determination regarding what training and education is necessary. If either the Union or the individual employee disagrees, the matter may be grieved under this Agreement and the determination reviewed by the arbitrator as to reasonableness. If the arbitrator finds that the Employer was not reasonable in its decision, then that arbitrator shall have the authority to fashion an appropriate remedy.

SECTION 4 SAFETY COMMITTEE

The Union and the Town agree to form a Safety Committee which will meet quarterly on the last Wednesday of January, April, July and October from 6:00 a.m. to 7:00 a.m. at a site to be determined by the parties.

The representation will include at a minimum the members of the bargaining unit and a representative of the Town Board. A chairperson will be elected each January and will be responsible for the meeting minutes.

The agenda will include, but not be limited to, the review of the previous quarter minutes, review of selected Material Safety Data Sheets (MSDS) of products being used at the Town shop, review of safety procedures practiced by the bargaining unit members and the Town, and review and discussion of any safety related incidents and issues.

SECTION 5 PROTECTIVE GEAR

It is the responsibility of the Town to provide, at its expense, personal protective equipment (PPE) that it has traditionally provided, or which it may be required to provide in the future, including but not limited to hardhats, gloves, goggles, leather vest for welding as well as welding helmets. It is the responsibility of each employee to use PPE when performing a job task requiring PPE.

ARTICLE 14 CLOTHING ALLOWANCE

The annual clothing allowance, as set forth below, will be used by the employee first to purchase any personal items which is a required or mandatory safety clothing or item needed to perform his/her duties, excluding safety shoes and items provided for by the Employer. Any balance of said funds may then be utilized for general working clothes. Receipts, or copy of the original receipts, must be submitted for reimbursement.

1/1/2005	\$325.00
1/1/2006	\$325.00
1/1/2007	\$350.00

ARTICLE 15 HOLIDAYS

The following paid holidays shall be observed by the employees:

- | | |
|-----------------------|-------------------------------|
| New Year's Day | Veterans' Day |
| President's Day | Two (2) hours on Election Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Day after Thanksgiving Day |
| Labor Day | Christmas Day |
| Safety's First Dinner | Two (2) Roving Holiday |

In the event the employees attend the Superintendent's Day, this shall be counted as a roving holiday.

All employees shall receive eight (8) or nine (9) hours pay, as appropriate, at their base hourly rate for holidays listed above, regardless of the day of the week on which the holiday falls, providing the employee has:

- (a) completed six (6) months of service;
- (b) worked his/her last scheduled workday prior to and his/her first scheduled workday following the holiday, unless absent due to illness for which substantiated proof may be required by the Town as described under Sick Leave, or otherwise excused by the Town;
- (c) performed work for the Town within thirty (30) days of the holiday.

If any holiday falls on a Saturday, the holiday shall be observed on the Friday preceding. Any holiday which falls on a Sunday shall be observed on the following Monday.

If any of the above specified holidays fall when an employee is on vacation, such time shall not be charged against the employee's vacation time.

Employees may be required to work on holidays at the request of the Employer. An employee who is required to work on holiday shall be paid time and one-half (1½) for all hours worked, with a minimum of four (4) hours. This pay shall be in addition to the employee's holiday pay.

ARTICLE 16 VACATIONS

All employees covered by this Agreement shall be entitled to the following amount of vacation upon completion of their probationary period:

1 st Anniversary date	9 days
4 th Anniversary date	15 days
12 th Anniversary date	19 days
20 th Anniversary date	24 days
25 th Anniversary date	26 days

All vacation days shall be calculated on an eight (8) hour day.

Vacation credits may be used for daily and one-half (1/2) day segments.

The maximum accumulation of vacation days shall be twenty-six (26) days.

Employees who are laid off, discharged, or who discontinue service with the Town, for any reason, shall be paid pro-rata vacation pay at the time of their job severance.

If an employee dies while on the payroll of the Town, vacation pay, as provided for herein, shall be paid to his/her legal heir or his/her estate.

The employee has the right to schedule his/her own vacation days, subject to the approval of the Highway Superintendent. All vacations to be taken in full week increments will be scheduled at least thirty (30) days in advance. Single days vacation shall be granted with mutual agreement with the Highway Superintendent. In the event that two (2) or more employees request vacation during the same period and it is deemed by the Town and the Highway Superintendent that this would adversely affect the operation of the Town due to a need for a particular labor skill, seniority will prevail in determining the vacation schedule.

ARTICLE 17 HEALTH & WELFARE

The Employer agrees to provide health insurance at no cost to the employees through participation in the New York State Teamsters Council Health and Hospital Fund (the "Fund") Municipal Plan at the weekly **composite** rates of contribution as set forth in the Participation Agreement.

Accordingly, the Employer agrees to abide by the rules and regulations of the Fund and agrees to sign, and make a part of this Agreement, the Participation Agreement and any other documents as required by the Fund.

CASUAL EMPLOYEES: The Employer and the Union agree to sign a separate stipulation and any other documentation as necessary to provide Fund coverage for casual employees at the minimum level and cost allowed by the Fund.

The Employer agrees to continue payments on behalf of any employee unable to work as the result of illness or off-the-job injury. For any employee who is laid off, the Employer will continue contributions through the next full qualifying quarter.

ARTICLE 18 PENSION

The Employer agrees to continue its present contributions to the New York State and Local Retirement Systems, 75I where applicable.

The Employer agrees to adopt the required resolution to add Section 41J of the New York State Employee Retirement System as soon as possible following the ratification of the 2001-2004 Agreement. This Section allows an employee to receive pension credit for unused sick leave at the time of retirement. The maximum accumulated credit allowed by the Town is one hundred twenty-five (125) days.

DEFERRED COMP. Further, the Employer agrees to participate in the New York State Deferred Compensation Plan for the employees in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the applicable Internal Revenue Code provisions. Such Plan will be implemented as soon as reasonably possible after execution of this Agreement.

ARTICLE 19 FUNERAL LEAVE

In the event of a death in the immediate family of the employee, the Employer shall pay the employee four (4) bereavement days to attend the funeral services and to attend to matters relating to the death of the deceased person.

"Immediate family" means parents, father-in-law, mother-in-law, spouse, children, brother, sister, grandparents, spouse's grandparents, grandchildren, and any individual who routinely and regularly resided within the household of the employee.

ARTICLE 20 SICK LEAVE

Every employee is required to report all work related sickness and injury to his immediate supervisor.

Each employee shall receive sick leave credit at the rate of ten (10) workdays per calendar year. The ten (10) days sick leave shall be accredited to the employee's attendance record at the beginning of each calendar year. If an employee exhausts his/her total accumulated sick leave credits during any calendar year no additional sick leave will be accredited to him/her until the following January 1st.

Effective 1/1/2001 the total accumulation shall not exceed one hundred twenty-five (125) days.

After an employee has been on sick leave for a period of three (3) consecutive workdays a statement from a certified health care professional may be required by the Employer attesting to the ailment. If the Employer believes, in good faith, that the employee has previously abused sick leave, it shall notify the employee, in writing, that it may choose to exercise its right to require a statement from a certified health care professional under this Article of absences occurring after the employee receives the notice.

All sick leave shall be paid based on an eight (8) hour day.

Sick leave shall be used for the following:

1. Personal illness or injury
2. Illness or injury of an immediate family member as defined in Funeral Leave;
3. Enforced quarantine of an employee, or member of his/her household, in accordance with applicable health regulations.

ARTICLE 22 WAGES AND HOURS

SECTION 1 HOURS

Eight (8) consecutive hours in a regular work shift, exclusive of a one-half (1/2) hour unpaid lunch period, shall constitute a normal workday. Five (5) days, Monday through Friday, shall constitute a normal work week.

The regular workday between the period of May 1st and November 1st of each year shall start at 6:00 A.M. and shall be a nine (9) hour workday requiring one (1) hour overtime each day at a minimum. Between November 1st and April 30th of each year, the normal workday shall be eight (8) hours, starting and stopping time shall be at the discretion of the Highway Superintendent between the hours of 5:00 A.M. and 4:00 P.M.

LUNCH BREAK: There will be a one-half (1/2) hour unpaid lunch period daily. The employee may leave the work site during the lunch period, but it will be incumbent upon the employee to be sure that he/she has returned to the work site and commenced work promptly at the conclusion of the one-half (1/2) hour lunch break.

BREAKS: The Town agrees to schedule two (2) paid rest periods of ten (10) minutes each: one (1) in the first half and one (1) in the second half of each shift. The Town retains the option to change the time that such rest periods are to be scheduled.

OVERTIME: All employees shall be required to work overtime at the request of the Highway Superintendent, and to make themselves available for return to work during emergency situations caused by inclement weather or other reasons.

Any overtime hours that are continuous to a regular work shift shall be treated as regular overtime hours not as an emergency call in.

All overtime shall be at the sole discretion of the Employer, except for the time period as expressly provided for above from May 1st through November 1st of each year.

SECTION - 2 WAGES

Each employee covered by this agreement shall receive the following basic hourly wage rate:

EFFECTIVE	1/1/2005	\$15.65
	1/1/2006	\$16.15
	1/1/2007	\$16.65

NEW HIRE WAGE PROGRESSION. Starting salaries for new employee shall be as set forth below, and no such starting salary shall exceed any present employee's salary for the same function.

- a. A new employee starts at 75% of current basic hourly wage rate.
- b. After six (6) months employment, basic hourly wage rate will increase to 85% upon satisfactory work performance.
- c. After twelve (12) months employment, basic hourly wage rate will increase to 90% upon satisfactory work performance

- d. After twenty-four (24) months employment, basic hourly wage rate will increase to 100% upon satisfactory work performance.

Satisfactory work performance will be determined by the Highway Superintendent.

The Town Board may waive, in whole or in part, the above progression steps if an individual has verifiable experience. The Highway Superintendent Shall present his/her recommendation to the Town Board of such waiver.

LONGEVITY BONUS: Effective January 1, 2005, the following incentive bonuses shall be paid in addition to the base wage rates. Payment shall be made annually in a separate check prior to Thanksgiving Day.

3 years seniority	.....	11 hours pay
5 years seniority	.....	21 hours pay
10 years seniority	.....	31 hours pay
15 years seniority	.....	41 hours pay
20 years seniority	.....	51 hours pay
25 years seniority	.....	61 hours pay

A unit member shall not be qualified for such incentive pay for any year of this contract if the unit member receives three (3) written complaints concerning the unit members' job performance during the previous year from the Highway Superintendent. The written complaint shall be given to the unit member by the Highway Superintendent and shall state that the complaint is to be considered one (1) of the complaints of poor job performance that could prevent this incentive payment to be paid in the next fiscal year. If a unit member does not receive such incentive pay in any fiscal year because of receipt of three (3) complaints in the previous year, and no complaints are received during the current fiscal year, the incentive pay will be returned to the unit member in the next fiscal year. If a written complaint is received in the year of no incentive pay, then no incentive pay will be made in the next year. Since this is extra pay based upon an incentive plan, the unit member may not grieve the loss of the incentive pay.

SECTION 3 – EMERGENCY CALL IN

Employees called in for emergencies or before their regular starting time shall be allowed a maximum of thirty (30) minutes to report to work.

Employees shall be paid for all time worked during such emergency with a minimum guarantee of four (4) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

Employees called in to perform work under the snow removal contract with Allegany County shall receive a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

ARTICLE 23 DURATION, NOTIFICATION, REOPENING

This Agreement shall continue in full force and effect from JANUARY 1, **2005** through DECEMBER 31, **2007**.

The parties agree to conduct meetings for the purpose of collective bargaining to agree upon amendments to this Agreement during the period of one hundred eighty (180) days preceding the expiration date of this Agreement.

AGREED TO AND SIGNED by:

**TEAMSTERS LOCAL 317,
affiliated with the
International Brotherhood
of Teamsters, by:**

William E. Arnault
BUSINESS AGENT

10/13/04
Date
John Deane

**TOWN OF ANDOVER, New York
by:**

Nancy P. Snavick
TOWN COUNCIL MAN

10/13/04
Date