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MEC 19178

AGREEMENT

N.Y.S. PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

BETWEEN

JAN 20 2009

BUFFALO OFFICE

**TOWN OF ALABAMA
HIGHWAY DEPARTMENT**

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK**

**AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**EFFECTIVE
JANUARY 1, 2008 – DECEMBER 31, 2011**

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STATEMENT OF PURPOSE

The Parties to this Agreement, the Town of Alabama Highway Department ("Town") and Teamsters Local 264 ("Union") desire to provide, through this Agreement, for the promotion of harmonious relations between the Town and the Union; the establishment of an orderly, peaceful and equitable procedure for the resolution of differences arising hereunder, and the establishment of hourly rates of pay, and other terms and conditions of employment compatible with the joint responsibilities of the Town and its employees to serve the public.

The further purpose of the parties is and shall be to promote the highest degree to efficiency in the conduct of the Town's services to its taxpayers.

ARTICLE 1 RECOGNITION

1.1 The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement of all full-time Town of Alabama Highway Department employees occupying the position of Motor Equipment Operator. Excluded are the Highway Superintendent and part-time seasonal employees.

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

1.3 Definition - Seasonal Employees:

- a) Individuals rendering seasonal assistance in tasks such as snowplowing, mowing or otherwise, will be considered seasonal employees.
- b) Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.
- c) The use of seasonal employees will not cause a reduction of the forty (40) hour workweek for full-time employees, and will not result in a reduction of the work force.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 The Town and the Union recognize that subject only to the provisions of this Agreement, the management, direction and control of the Town's business, operation and personnel are exclusively the function of the Town.

It is the intention hereof, that all rights, powers, prerogatives and authorities are retained by the Town, except those that are specifically abridged or modified by this Agreement.

Examples of such rights include, but are not limited to, the right to:

- a) select, hire and promote employees;
- b) fix and determine qualifications, duties, job titles and compensation, so long as not inconsistent with the terms of this Agreement;
- c) determine the necessity for filling a vacancy;
- d) create new jobs and classifications and to abolish any job or classification;
- e) transfer employees from one job, classification, or assignment to another;
- f) demote, suspend, discharge and discipline employees, with cause, when required;
- g) train employees;
- h) subcontract work so long as such subcontracting does not result in the reduction of bargaining unit positions;
- i) assign, supervise and direct employees in their work;
- j) determine the work to be done;
- k) release employees because of lack of work or for other proper legitimate reasons;
- l) adjust the size of the working force, fix operating and personnel schedules;
- m) make rules for the conduct of the work and the maintenance of safety, order discipline, efficiency and the protection of property, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the Town officials by law.

ARTICLE 3
NO STRIKE/NO LOCKOUT PLEDGE

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

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

3.3 No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 4
DUES CHECK OFF AND AUTHORIZATION

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

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

TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NY 14227

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

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

4.5 The Town further agrees to grant the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

4.6 Agency Shop: Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in Section 4.2 above.

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

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

4.9 The Union shall hold harmless the Town and its officials from any claims, suits or other forms of liability that may arise as a result of the Town's action or inaction pursuant to this Article, except for any negligence by the Town, which results in the failure to furnish the Union monies deducted pursuant to this Article.

ARTICLE 5 PLEDGE AGAINST DISCRIMINATION AND COERCION

5.1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Town the responsibility for applying this provision of the Agreement.

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

5.3 The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

5.4 The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

5.5 The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 6 BULLETIN BOARD

6.1 The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 7
ACCESS TO EMPLOYEES

7.1 Each contract year, the Town will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Town of any change of address, phone number, name, marital status. Failure to do so may result in disciplinary action taken against the employee. This information will be held in strict confidence and will not be used to harass any employee.

7.2 One (1) month after the signing of this Agreement, the Town agrees to provide job descriptions of all positions covered by this Agreement to the Union and annually thereafter during the term of this Agreement. For any new job titles within the bargaining unit created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an employee is appointed to such new position.

7.3 It is understood and agreed that the production of any job description to the Union shall be for informational purposes only, and shall not prohibit the Town from assigning to unit employees work of any nature whatsoever, whether contained in the job description or not.

ARTICLE 8
UNION BUSINESS

8.1 Unless otherwise permitted by the Highway Superintendent, Union business shall be conducted during employee non-working hours, and shall be conducted so as not to interfere in any Town operations or functions. When, in the Town's discretion, union business must be conducted during working hours, any employee so involved shall be released, with pay.

ARTICLE 9
DISCIPLINE & DISCHARGE

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

ARTICLE 10
WORKDAY AND WORKWEEK

10.1 The normal workweek shall consist of five (5) consecutive days, Monday through Friday, consisting of eight (8) hours per day and forty (40) hours per week. The normal shift shall be from 7:00am to 3:30pm.

10.2 Change of Schedule:

- a) The Town reserves the right to change employee schedules, day and time for legitimate needs. Except in emergency situations, reasonable advance notice shall be given to each employee affected. It is understood and agreed that the Town will not change employee schedules solely for the purpose of avoiding the payment of overtime.
- b) Any scheduled changes shall, except when such change results from an emergency, be implemented for a period of at least one (1) week unless the parties agree otherwise.

10.3 Minimum Guarantee: Any employee called back to work for emergency duty outside his normal shift shall be guaranteed a minimum of 3 hours pay per 24 hours at the rate of time and one half his hourly rate. During the time period from November 1, through March 31, employees will be guaranteed a minimum of 4 hours pay per 24 hours at the rate of time and one half his hourly rate.

10.4 Minimum Manning: In order to provide for the safety of any unit employee, during snow removal, sleet or freezing rain operation if the equipment is equipped with controls that can be easily handled from the driver's seat, and the highway has a minimum of five (5) feet of paved shoulders, visibility is no problem it may be operated by one man. On other roadways when the wing plow is in operation it will be manned by 2 men.

10.5 Compensatory Time:

- a) Employees who perform additional hours of service beyond their regularly scheduled work day shall select either overtime pay at time and one half their regular hourly wage or compensatory time, at one and one half hours per one hour of overtime worked. Employees may carry over up to forty (40) hours of compensatory time to the next calendar year. All compensatory time not used or carried over to the next calendar year, will be paid in the last pay period in December.
- b) Employees cannot exceed forty (40) hours of accumulated compensatory time.
- c) Compensatory time may be used at any time during the year subject to the prior approval of the Highway Superintendent.
- d) Any accrued but unused compensatory time will be paid out at the regular rate of pay upon separation from employment.

ARTICLE 11
HOLIDAYS

11.1 Paid Holidays observed by the Town of Alabama Highway Department will be as follows:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Four Floating Holidays

11.2 Holidays falling on Saturday will be observed on the previous Friday and Holidays falling on Sunday will be observed on the following Monday.

11.3 It is understood and agreed that to be entitled to holiday pay, an employee must have worked on the last scheduled workday immediately preceding the holiday and on the first scheduled workday immediately following the holiday unless on approved vacation, personal, bereavement, jury or military leave or a bona fide sick leave day.

11.4 Holidays will be paid at the employees straight time rate. If an employee is required to work on a holiday or a day celebrated as a holiday, he shall receive his holiday pay plus time and one-half (1 1/2) for each hour worked, except on Christmas Day, employees if required to work shall receive two (2) times for each hour worked.

ARTICLE 12
VACATION ENTITLEMENT

12.1 Employees having one (1) year or more of continuous full-time service shall be entitled to the following vacation benefit:

<u>Continuous Years of Service</u>	<u>Vacation Entitlement</u>
1 st Year	5 Workdays
3 rd to 9 th Year	10 Workdays
10 th to 19 th Year	15 Workdays
20 th Year and thereafter	20 Workdays

(New Language) All Union employees eligible for vacation in accordance with the following:

The first year of service will be the year commencing with the employee's starting date. At the completion of the employee's first anniversary, the employee will be entitled to 5 days of paid vacation to be prorated at .416 days per month (partial month will count as a full month for the purpose of this calculation) for the remainder of that calendar year and shall be used prior to December 31 of that year. (Example: Hire date June 15, after one year of service the employee would be entitled to 3 days vacation, (.416 x 7 months = 2.912) to be used by

the end of the year.) After an employee earns vacation time, an employee is entitled to take paid vacation time anytime the following year between January 1 and December 31. At the completion of the third, seventh, twelfth, thirteenth, fourteenth, fifteenth, sixteenth and seventeenth anniversary said employee will be entitled to additional days of vacation to be prorated for the remainder of that year and to be used prior to December 31 of that year. Thereafter, the employee will be eligible to take his vacation in accordance with the above schedule between January 1 and December 31 of each calendar year.

Jeff Covell's effective hire date will be January 1, 2006 for the purpose of vacations.

12.2 Requests for vacation time and personal holiday must be submitted to the Highway Department at least two (2) weeks prior to the date requested.

12.3 Vacation requests shall be granted, as far as practical, at periods requested by eligible employees. The Highway Department may refuse any vacation request which, if granted, could interfere with the efficient and effective operation of the Highway Department.

12.4 Vacation requests shall be granted with due consideration to seniority.

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

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

12.7 A leave of absence without pay or a resignation followed by a reinstatement or rehired in any position in the Highway Department service within one (1) year shall not constitute an interruption of service for the purpose of this provision; provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

12.8 Unused vacation shall not carry forward from year to year absent special circumstances created by work demands which prevent the taking of vacation at any other time. In such case, the Highway Superintendent may approve a carry over of up to five (5) workdays when it will not jeopardize the operation of the Highway Department.

ARTICLE 13 PAID LEAVES OF ABSENCE

13.1 Sick Leave:

a) Entitlement: Employees shall be credited with a total annual allotment of eleven (11) days of sick pay. Unused sick days shall accumulate to a maximum of 120 days. Any absence due to sickness of three (3) or more consecutive days or any suspected abuse of sick leave shall entitle the Town of request a physician's certificate. In the event the Employer requires a physician's certificate from an employee on less than three (3) consecutive sick days, the Employer will reimburse the employee for any-out pocket costs (not covered by insurance) incurred by such employee upon presentation of reasonable proof of such expenditure.

- b) If an employee retires from Town service after at least five (5) consecutive years of full time employment and is eligible to receive New York State Retirement System payments, such employee may elect to either: (1) elect shall be paid for all accrued and unused sick leave time shall at the employee's hourly rate in effect at the time of his/her retirement; or (2) elect to apply the then current value of 100% of his accrued and unused sick days towards the premium for continued participation in Town-sponsored health insurance plan for such employee, spouse and/or dependents as applicable, subject to the terms and conditions of the plan.
- c) If an employee with at least ten (10) years of service leaves the bargaining unit for any reason (excluding retirement), such employee will be paid, for all accrued and unused sick leave, up to the maximum number of allotted days, at the employee's hourly rate in effect at the time he leaves.

13.2 Personal Leave:

- a) Effective upon the execution of this Agreement, all full-time employees shall be granted two (2) paid leave days per year for the purpose of conducting personal business.
- b) Request for personal leave must be submitted to the Department Head, in writing, at least forty-eight (48) hours in advance, except in an emergency.
- c) Personal leave is not cumulative from year to year.

13.3 Personal Leave:

- a) In the event of death in the immediate family of an employee, the employee shall be granted three (3) consecutive leave days immediately prior to funeral, including holidays and weekends.
- b) The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-Law, Father-in-Law and Grandparents.
- c) In the event of death of Brother-in-Law and/or Sister-in-Law the employee shall be granted one (1) day leave with pay.

13.4 Jury Duty:

- a) An employee who is summoned and is actually required to attend and serve as a juror shall be paid the difference between his regular earnings and that receive from jury service as a result of time actually lost from work due to such jury duty provided that the employee shall be required to:
 - 1) notify the Highway Superintendent as soon as possible, within at least two (2) weeks before the day he is required to report for jury service, and if not possible, as soon as possible after receiving the notice to report;
 - 2) return to the Highway Superintendent completed forms certified by the Court Clerk;
 - 3) cooperate with the Town in requesting excuse or delay from jury service where his absence will adversely affect the Town's operations.

b) It is understood that employees will report back for work at any time when they are free from their responsibilities of jury duty.

13.5 Notice of Accrued Sick Leave: At the beginning of each calendar year, each employee shall be given a list of any accrued sick leave he has earned to date.

ARTICLE 14
LEAVE OF ABSENCE WITHOUT PAY

14.1 Application for leave without pay may be filed by an employee, in writing, with the Head of the Department. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Department Head, the application shall be submitted to the Town Board and the leave of absence shall be granted or denied in sole discretion of the Town Board and upon conditions as determined by the Board. Denial by the Board shall not be subject to the grievance and arbitration procedure of this Agreement.

ARTICLE 15
RETIREMENT

15.1 The current plan and Town contribution practice shall continue.

ARTICLE 16
HEALTH INSURANCE

16.1 The Town will provide full-time bargaining unit employees health insurance under the New York State Teamsters Council Health and Hospital Fund with the following options:

Medical – Select Plan
Rx Drugs – Option 1
Dental – Option 1
Vision – Scheduled Plan of Benefits

Employees hired before December 11, 2008 shall contribute to health insurance on a pretax basis as follows:

2009 - Straight dollar amount of \$292.37 for the year, divided by number of pay periods
2010 - Straight dollar amount of \$384.38 for the year, divided by number of pay periods
2011 - Straight dollar amount of \$703.32 for the year, divided by number of pay periods

The Town agrees to reimburse bargaining unit members on a quarterly basis for any costs incurred as a result of their agreeing to accept the "Select Plan" coverage instead of the "Supreme Plan" which had previously been in effect. Proof of payment shall be required and will cover all differences in co-pays, prescriptions, hospital fees, ambulance coverage, and any and all other such fees that do not exist under the "Supreme Plan".

Medical and Prescription dated receipts may be submitted for payment four times a year. The receipts will be accepted the last week in March, June, September and December. All dated receipts must be turned in by the last week in December of that calendar year.

The cost of the Select Medical Plan with benefits stated above for 2009 through 2011 will be in accordance with the signed NYS Teamsters Council Health & Hospital Fund Municipal Employer Participation Agreement.

If either party Town Board or Union over duration of contract feels a necessity to change or modify the existing health benefit package maintaining benefits of an equal nature either party shall have the ability to coordinate group discussions to resolve the issue.

If any employee welfare benefit specified in this article is discontinued or modified, the Employer's obligation shall be limited to providing the closest substitute coverage commercially available at comparable cost to the original plan. If no comparable coverage is commercially available at a comparable cost to the original plan, the parties will reopen this article of this agreement and engage in good faith negotiations with regard to health and welfare benefits.

Subject to the terms of the participation agreement with the carrier, employees who are eligible for coverage under this article and who have provided written notice to the assistant to the Town Supervisor on or before December 31, 2004 "opting out" of such Town provided employee welfare coverage, will be entitled to a payment of fifty (50%) percent of annual cost for single coverage, two person or family coverage, as applicable, had the individual elected to participate in the Teamsters Plan with all options available under article. Notwithstanding the foregoing, an employee will be with the "opt out" payment described above if the Town is required by the Teamsters Plan to make a contribution to the plan on behalf of the employee.

16.2 Employees hired on or after December 11, 2008, will share in the cost of health insurance as follows through pre tax payroll deduction:

	Town	Employee
First Year of Service	80%	20%
Second Year of Service	80%	20%
Third Year of Service	80%	20%
Fourth Year of Service and Thereafter	95%	5%

16.3 The Employer shall provide the New York State Disability Benefits. The Employer, at its option, may change carriers if the same benefits are maintained.

ARTICLE 17 SENIORITY

17.1 Seniority Defined: Seniority shall be defined as the employee's length of continuous service with the Town following successful completion of the probationary period served after hire or rehire. Employees who are rehired within one (1) year of their last date of service, shall be rehired with prior seniority status restored.

17.2 In the event of a layoff, seniority in the affected job title shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off. It is understood that seasonal employees must be laid off first before any full-time employees are laid off.

17.3 Any recall of laid off employees shall be in the inverse order of lay off.

17.4 Seniority Loss: All seniority rights shall be lost and employment shall be permanently severed for any of the following reasons:

- a) Discharge or dismissal for cause.
- b) Resignation.
- c) Retirement under any retirement plan.
- d) Layoff for a period of one (1) year, unless the employee has not been employed by the Town for at least one (1) year, in which the maximum period shall be the employee's length of service, rounded to the nearest month, following successful completion of the probationary period.
- e) Abandonment, actual or constructive, of employment due to no-call, no-show (AWOL) without a legitimate and acceptable excuse showing the existence of an emergency situation.
- f) Failure to return to work on the first day following the expiration of any leave of absence, unless there existed a verifiable emergency which prevented the employee's return.
- g) Failure to return to work following recall from layoff. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union Steward.

17.5 Probationary Period:

- a) All new employees shall be probationary for a period of three (3) months during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Town. Such Town action shall not be subject to the grievance and arbitration provision of this Agreement.
- b) The probationary period may be extended by one (1) day for each scheduled workday a probationary employee is absent.
- c) The parties can mutually agree to extend an employee's probationary period by one month.

ARTICLE 18 JOB POSTING/BIDDING

18.1 If a vacancy occurs within the job classification contained herein, the following procedure shall prevail:

- a) The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show job title, rate of pay, location, and a space for interested employees to sign their name.
- b) After five (5) working days, the most senior employee shall be offered the job provided he has the necessary qualifications and overall ability to perform the job.

ARTICLE 19
GRIEVANCE PROCEDURE

19.1 Defined: A grievance is a complaint by any employee, the Union or the Town with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

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

Step 1: The aggrieved party and steward shall first discuss the grievance with his immediate supervisor with the objective of resolving the matter informally.

Step 2: If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within fourteen (14) calendar days after the grievant knew or should have known of the event giving rise to the grievance. The grievance shall include the name (s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

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

Step 3: If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within ten (10) calendar days after receipt of the Step 2 written response. The Town and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted either by the Federal Mediation and Conciliation Service. Only one (1) grievance shall be submitted to or be heard by the Arbitrator, except by mutual written agreement of the Parties. The fees and expenses of the Arbitration shall be shared equally by the Town and the Union.

Powers and Duties of the Arbitrator: The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. The decision of the arbitrator, if made pursuant to the terms of the Agreement, shall be final and binding upon the parties hereto.

19.3 Town Grievance: Any grievance submitted by the Town shall begin directly at Step 2 of the procedure.

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

19.5 Time Limits:

- a) The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer or, if no answer is submitted, from the date such answer was due.
- b) The time limits set forth above may be extended by mutual agreement in writing to the Town and the Union.
- c) Grievances not submitted within the time noted herein shall be deemed waived.

ARTICLE 20
TOWN SUPPLIED WORK GEAR

20.1 One (1) pair of boots, one (1) rain gear, one (1) pair of leather gloves and one (1) pair of rubber gloves will be furnished and paid for by the Town and replacements shall be issued upon return of worn items. It is understood that the use of these Town supplied items shall be restricted to job related activities. Employees will be reimbursed up to \$160.00 with receipts for work boots and clothing.

ARTICLE 21
SALARIES AND SALARY RELATED ITEMS

21.1 Wage Rate: The hourly salaries for unit personnel shall be as follows:

1/1/2008	\$17.36 paid on straight time rate or \$1060.80 for the year.
1/1/2009	\$17.88
1/1/2010	\$18.42
1/1/2011	\$18.97

21.2 Overtime: All hours worked in excess of eight (8) hours in any workday or forty (40) hours per workweek shall be paid at the rate of one and one-half (1 1/2) the employees hourly rate. There shall be no pyramiding of overtime.

21.3 Leadmen: Shall receive fifty (\$.50) cents an hour above the regular hourly rate at all times.

21.4 MEO: Starting salary will be \$3.00 below regular full time hourly rate for a period of one (1) year unless the Superintendent of Highways sees all qualifications are met before.

ARTICLE 22
DURATION AND TERMINATION

22.1 Effective Date: This Agreement shall be effective on the 1st day of January 2008 and shall continue in full force and effect until the 31st day of December 2011.

22.2 If either party desires to terminate or modify this Agreement it shall, ninety (90) days prior to the termination date, give written notice of such desire by certified mail to the other party.

ARTICLE 23
SUPERSEDURE

23.1 Total Agreement: This Agreement Constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Union agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action, during the life of this Agreement. The operations of the Town and the direction of its employees are vested exclusively in the Town.

23.2 Proposals: The Town and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make and submit proposals with respect to any subject or matter not removed by law from the area of collective negotiations.

23.3 Rules and Regulations: This Agreement shall supersede any rules, regulations, practices or arbitration awards which are contrary or incompatible with its terms.

23.4 Contrary to Law: If any Article or a part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal or State law or if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected. Both parties shall convene immediately to negotiate satisfactory replacement language to any Article found to be contrary to law.

LEGISLATIVE REVIEW

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

In witness whereof, the parties have caused this Agreement to be executed on the 1 day of Jan 2009.

McMill BA 12/18/08
FOR THE UNION

[Signature]
FOR THE TOWN

APPENDIX A

UNION MEMBERSHIP AUTHORIZATION
DUES CHECKOFF AUTHORIZATION

APPLICATION



For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

AFL-CIO

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

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
Street _____ Phone _____
City _____ State _____ Zip Code _____
Employer _____ Employment Date _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Initiation Fee \$ _____ Paid to _____
Date of Birth _____ Social Security No. _____
Have you ever been a member of a Teamster Local Union? _____
If yes, what Local Union No. _____ I acknowledge receipt of the Union security notice.

DATE OF APPLICATION SIGNATURE OF APPLICANT
White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



CHECKOFF AUTHORIZATION
AND ASSIGNMENT

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

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

Signature _____
Social Security Number _____ Date _____
Address _____
City _____ State _____ Zip Code _____
Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.
White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant

APPENDIX B

TOWN OF ALABAMA
AND
TEAMSTERS LOCAL 264

HEALTH INSURANCE WAIVER AGREEMENT

a) Waiver:

I, _____, an employee of the Town of Alabama ("Town"), do hereby agree to waive my right to Health Insurance under the terms of the Collective Bargaining Agreement between the Town and Teamsters Local 264 ("Union"). I certify that I am currently covered by adequate health insurance through my spouse, other family member, or as a result of other employment. In exchange for waiving my right to such coverage for the entire year, the Town will pay, directly to me, the appropriate amount, noted below, pursuant to Article 16 for waiver of the individual or family plan. Prorated payments will be made pursuant to the schedule outlined below.

b) Reinstatement of Health Insurance Coverage: I understand that I may elect, at any time during the year, to reinstate my health insurance coverage. Such coverage will then be provided as soon as possible following receipt of written notification by the County. Lastly, I understand that my election to waive health insurance coverage, followed by an election to reinstate such coverage is limited to once per year, and subject to rules and regulations of the carrier.

c) ProRated Waiver Payments:

1) Waiver for Full Year: If I drop health insurance coverage by December 21 and do not reinstate it for the entire calendar year following, I will receive 100% of my waiver amount on or before December 31 of the following year.

2) Waiver for Less than Full Year: If I drop health insurance before the 15th of any month, I will be credited with the following full month for purposes of the Waiver. I will thereafter receive 1/12th of the appropriate waiver sum for each full month I waive health insurance. Payment will be made on or before December 31.

Date: _____

Employee Signature: _____

Witness Signature: _____

Witness - Print Full Name: _____

Completed form to be filed in the Personnel Office

FOR OFFICE USE ONLY

Eligible for reimbursement: Y _____ N _____

Date of Eligibility: _____ 52wks _____

Hrs per day _____ A. Pro Ration % by Hrs. _____ %

Mos left in this year _____ Divided by 12 _____

B. Proration % by Mos. _____ %

C. Final Proration % = (A.) x (B.) = _____ %

D. Amount Due: \$ _____