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Union: Town of Theresa Highway Department Unit, International Brotherhood of Teamsters (IBT)

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BC
7885

ORIGINAL

ARTICLES OF AGREEMENT

By and Between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York - 13676

and

TOWN OF THERESA

103 MAIN STREET
THERESA, NEW YORK 13691

EFFECTIVE: 1/1/2003

EXPIRATION: 12/31/2005

RECEIVED

JUN 20 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECOGNITION AND SCOPE	1
2	SAVING AND SEPARABILITY CLAUSE	1
3	UNION SECURITY	2
4	INSPECTION PRIVILEGES	2
5	MANAGEMENT RIGHTS	2
6	BULLETIN BOARDS	3
7	SENIORITY	3
8	JOB STEWARDS	4
9	GRIEVANCE PROCEDURE	4
10	DISCIPLINARY ACTION	6
11	EXAMINATIONS	6
12	LEAVE OF ABSENCE WITHOUT PAY	7
13	COLLECTIVE NEGOTIATIONS	7
14	HOLIDAYS	7
15	VACATIONS	8
16	NON-DISCRIMINATION CLAUSE	9
17	SICK LEAVE	10
18	FUNERAL LEAVE	11
19	HEALTH AND HOSPITAL INSURANCE	11
20	COMPENSATION, WAGES AND HOURS OF WORK	13
21	GENERAL WORK REQUIREMENTS	14
22	EXTRA CONTRACT AGREEMENTS	15
23	JURY DUTY	15
24	LEGISLATIVE ACTION	16
25	DURATION	16

THIS AGREEMENT entered into this 1st day of January 2000, by and between the TOWN OF THERESA (Town Board and Highway Superintendent) in Jefferson County, hereinafter referred to as "the Employer" and TEAMSTERS LOCAL UNION NO. 687, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as "the Union", in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or said employees to conduct, assist or participate in any strike, or recognition of any strike by any other unions;

And it AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the 1st day of January 2000 and running through the 31st day of December 2002 inclusive, for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

ARTICLE 1 RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees as hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of the election, said unit being agreed upon to be described as follows:

Highway Department employees consisting of: truck drivers, equipment operators, heavy equipment operators, mechanics, laborers, transfer site laborer; all of which are henceforth referred-to as "M.E.O.'s".

Specifically excluded are: all office clerical employees, professional employees, guards, supervisors, seasonal, temporary, and part-time employees, Highway Superintendent, elected officials and other Town employees. Specifically excluded from medical insurance benefits are all seasonal, part-time and substitute employees and clerical (non-highway) employees.

ARTICLE 2 SAVING AND SEPARABILITY CLAUSE

If any article or section of this Agreement, or any thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be retrained by such tribunal, pending a

final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such article or section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event an article or section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, or Employer, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3 UNION SECURITY

1. The Union agrees to represent those employees in the bargaining unit. Only Union members who have signed authorization cards shall pay dues. An employee who is not a member of the Union is required to pay agency fee as a condition of employment. The parties recognize each employee's right of choice of the Union's representation.
2. An employee within the probationary period of twenty-six (26) weeks may be discharged or disciplined at the sole discretion of the Employer, without recourse.

ARTICLE 4 INSPECTION PRIVILEGES

The Union shall notify the Town in writing of the Union's authorized Business Agent assigned to the Town. Authorized business agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, observing working conditions, collection of initiation fees, dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule by the Union's request. All such visitation shall be upon reasonable notice to and approval by the Highway Superintendent.

ARTICLE 5 MANAGEMENT RIGHTS

The right to hire, promote, discharge, layoff, or discipline for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, management reserves unto itself the right to deploy the work force, set the shift necessary for the safe, orderly and efficient operation of its services to the public. In addition,

the schedule of operations, methods, processes and means of operating are recognized by the Union as being the sole and exclusive responsibility of the management.

MUTUAL INTEREST:

The Union, as well as the employee members thereof, shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 6
BULLETIN BOARDS

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union at such location and of such size as determined by the Employer.

ARTICLE 7
SENIORITY

The principle of seniority shall prevail at all times. In case of layoff, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Seniority shall be broken only by (1) voluntary quitting, (2) discharge, or (3) layoff of one or more years (4) health reasons.

After working twenty-six (26) weeks, an employee hired as a full-time employee shall be placed on the seniority list as of his/her first day of probationary employment.

The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

When the Employer deems it appropriate to layoff any employee, including probationary or regular, full-time employees, the employee may be laid off without notice to the Union. Any employee on the seniority list shall be laid off in accordance with the seniority provisions.

Any employee who is on medical disability for a period of 18 months will be required before the expiration of the 17th month to supply the Employer with documented proof of continued disability. Upon satisfactory proof of disability the Employer will grant an additional 6 month disability leave. At the end of that time, if the employee does not return to work, it shall constitute a break in service.

ARTICLE 8
JOB STEWARDS

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

The authority of stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information have been reduced to writing.

(refer to Article 5)

The Employer recognizes these limitations upon the authority of the Job Steward.

Job Stewards laid-off or discharged requires the notification of the Union Business Agent in writing as soon as reasonably possible, not later than one (1) week from the time of lay-off or discharge.

(refer to Article 10)

ARTICLE 9
GRIEVANCE PROCEDURE

SECTION 1:

A grievance shall be the matter involving the interpretation or application of this Contract and shall be subject to the following procedure:

STEP 1

A grievance must first be raised orally by the employee, with or without Union representation, to the Town of Theresa Highway Superintendent within ten (10) workdays of the act or action on which the grievance is based. A review of the grievance shall be held and a reply given within twelve (12) work days from the time of this initial presentation.

STEP 2

Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his/her Union representation, and submitted to the Town of Theresa Highway Superintendent or Transfer Site Supervisor, as appropriate, within twenty-two (22) work days of the act or action on which the grievance is based. Within twelve (12) work days following the receipt of the written grievance, the Employer shall reply in writing to the aggrieved employee and Union representative.

STEP 3

If the grievance is not resolved in Step 2, the grievance may be appealed to the Town Board of the Town of Theresa at the next scheduled Board meeting. A written reply shall be mailed or delivered by the twentieth (20) work day following the review of the grievance.

STEP 4 - ARBITRATION

If any grievance or dispute cannot be satisfactorily settled in Step 3; then the grievance shall be submitted by either party to the New York State Board of Mediation and an arbitrator shall be selected by the parties from the panel. The arbitrator shall hear the case; the parties shall have the right to have a transcript made of the hearing. The cost of the transcript shall be borne by the party who makes the request. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision.

SECTION 2

Should the grievant or his/her representative fail to appeal within the appropriate time limits, the grievance and claim of remedy shall be considered waived.

SECTION 3

If it is mutually agreed by the parties of this Agreement, time limits at each step of the grievance procedure may be waived... and steps of the procedure may be waived.

SECTION 4

Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, or alter any terms of this Agreement. In the event that he/she does, such decision shall not be binding upon either party.

ARTICLE 10
DISCIPLINARY ACTION

The Employer, meaning the Town Board and Highway Superintendent, shall discipline employees pursuant to Civil Service Law. In all cases involving the discharge or suspension of an employee, the Employer must, within eight (8) work days, notify the employee in writing of his or her discharge or suspension and the reason therefor. Such written notice shall also be given to the steward and a copy mailed to the Union office within eight (8) working days of said discharge or suspension.

The Employer retains the right to suspend any employee without pay in accordance with Civil Service Law.

ARTICLE 11
EXAMINATIONS

Annual physicals (consistent with those required by the New York State Department of Transportation) will be a condition of employment and will be conducted during the month of May each year. Physicals, mental, or other examinations required by the Employer will be promptly complied with using a Town appointed physician. The Employer will pay employees and job applicants for taking the examinations, up to a maximum of two (2) hours. Physicals will be conducted in the local area. In cases where the employee or Employer requests a second opinion of a decision rendered not to permit the employee to return to work, the requesting party will name the second physician to be used. The Employer will grant a maximum of two (2) hours with pay for the purpose of this second opinion examination. Should the decision of the second physician differ from that of the first physician as it relates to the employee's ability to return to work, the Union and Town Supervisor shall select a third physician mutually agreeable to both parties. This third physician shall review the recommendations of the other physicians and examine the employee. His/her decision as to the fitness and ability of the employee to return to work shall be final and binding on the parties. A drug and alcohol screening at this physical shall be mandatory for job applicants.

The Town of Theresa has duly adopted a Drug and Alcohol Testing Policy in accordance with State and Federal Requirements. This contract specifically incorporates by reference, the terms of that Drug and Alcohol Testing Policy, and to the extent that anything in this agreement is inconsistent with that Drug and Alcohol Testing Policy, the Drug and Alcohol Testing Policy shall control.

ARTICLE 12
LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence without pay from the bargaining unit may be granted at the discretion of the Employer for not more than thirty (30) days; and when so granted, the employee, if he/she returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leave of absence must be made in writing to the Employer, and the granting of such leave of absence must be in writing.

ARTICLE 13
COLLECTIVE NEGOTIATIONS

The parties agree to conduct meetings for the purpose of negotiating a successor agreement in accordance with the New York State Fair Employment Act. Either party may request to open negotiations for a successor agreement by requesting to do so with the other party not sooner than six (6) months prior to the expiration of the current agreement.

In the event there is any submission to a third party in accordance with the rules and regulations of the Taylor Law, the terms and conditions of employment of the contract shall continue in effect without change until a successor agreement is ratified by both parties.

ARTICLE 14
HOLIDAYS

Employees shall be paid, as hereinafter provided for, six (6) paid holidays: (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, and (6) Christmas Day, provided they meet all of the following eligibility rules:

1. The employee must have worked his/her last scheduled work day preceding and his/her first scheduled work day following the holiday in order to be eligible to receive holiday pay. IN the event that the employee is on a leave of absence due to an industrial accident for which the employee receives Worker's Compensation, he/she shall not be compensated by the Employer for the holiday, but shall accept his/her benefit under the Worker's Compensation Law as full and adequate compensation for the holiday.
2. Employees who have been requested to work and do not report for work on the holiday are not eligible for

holiday pay.

3. Laid-off and furloughed employees shall not be eligible for holiday pay

4. Day After Thanksgiving shall be considered a moving holiday. In case of snow a mutual day shall be agreed to by the Town and employees.

Employees on the seniority list shall receive eight (8) hours pay for each holiday specified (not worked) at the regular straight-time hourly wage rate.

Employees eligible for holiday pay who work on the holiday shall receive in addition to holiday pay, time and one-half for hours actually worked.

When a paid holiday falls within an employees approved vacation period and he/she is absent from work because of such vacation; the day will not be subtracted from his/her authorized vacation days.

When any of the specified paid holidays fall on Sunday and the Federal Government observes the following day as the holiday, such day will be considered as a holiday. If any of the specified paid holidays fall on Saturday and the Federal Government observes the previous day as the holiday, such day will be considered as the holiday for the purpose of this section.

ARTICLE 15: VACATIONS

Transfer site employees may use vacation time thru all months of the year

All employees on the seniority list who have been in the employ of the Town for a period of one (1) year from the date they were placed on the seniority list shall receive five (5) days vacation with pay at the regular weekly rate of forty (40) hours.

All employees who have been in the employ of the Town for a period of three (3) years or more shall receive ten (10) days vacation with pay at the regular weekly rate of forty (40) hours.

All employees who have been in the employ of the Town for a period of seven (7) years or more shall receive fifteen (15) days vacation with pay at the regular weekly rate of forty (40) hours.

All employees who have been in the employ of the Employer for a period of fifteen (15) years or more shall receive twenty (20) days vacation with pay at the regular rate.

Vacation time shall be accrued annually on each employee's anniversary date.

Vacation time shall be taken between April 15th and December 1st and will be schedule based upon a sign up sheet. Vacation

from December 1 to April 15th will be granted only with the approval of the Highway Superintendent. While on vacation (or on sick or disability leave) employees will not be present at work sites of Town Facilities except when necessary to deal with payroll and personnel issues. During the week of July 4th, the Town Highway Department may be shut down except for emergency conditions. One (1) week of authorized leave will be taken over July 4th week. Employees without leave available will take leave without pay or work at the Highway Superintendent's discretion. In emergency situations, the Highway Superintendent may revoke or deny any leave time.

A vacation calendar will be furnished by the Employer and shall be completed by the employees prior to March 15th of the year in which vacations are to be taken. Vacations shall be selected on the basis of seniority. An employee may request a change in his/her vacation schedule so long as such change does not interfere with another employee who has received an approved vacation, and does not interfere with the Employer's operations. If both of the conditions set forth above are met, and the change is mutually agreed upon by all parties, such vacation change will be permitted. In the event such vacation change is requested, it must be made more than one (1) week before the original vacation would have been effective. No more than one (1) employee may be on vacation at any one time. Two (2) men may be on vacation at any one time due to exceptional circumstances and upon the Highway Superintendent's approval. Such requests must be made more than one (1) week before the vacation period.

There shall be no carry over of vacation or accrual beyond Anniversary date. Vacation credits unused during the year will be lost as of January 1st of the new year. If the employees are on sick leave during the year, they shall be permitted to be paid for their vacation accumulated up to the time they went on sick leave. If they wish to retain the vacation, it shall be frozen as of the date of their sick leave and not carried past December 31st. They shall not under any circumstances accrue vacation time, not be entitled to holiday benefits during the period of time when they are absent from their employment by reason of sick leave, industrial accident or leave of absence.

ARTICLE 16 NON-DISCRIMINATION CLAUSE

The Employer and Union agree not to discriminate against an individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age (between the years of forty (40) and seventy (70), marital status, Vietnam Era and/or disabled Veterans or handicapped persons, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of

employment opportunities because of race, color, religion, sex, national origin, or age (between the years of forty (40) and seventy (70), marital status, Vietnam Era and/or disabled Veterans or handicapped persons.

The Employer and the Union agree that there will be no discrimination by the Employer, the Union, or employees against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or any employee's lack of support of the Union.

ARTICLE 17
SICK LEAVE

Employees shall earn five (5) full sick days with pay each year beginning after one (1) full year continuous service. Sick time shall accrue annually on each employees anniversary date.

Employees may accumulate a total of one hundred (100) sick days at any time. No additional days may be earned until the accumulated total is decreased below the one hundred (100) days. Any employee who has unused sick days in excess of the maximum may have such days repurchased by the Employer in December of each year, at the rate of Five and 00/100 Dollars (\$5.00) per day.

A maximum of one (1) day may be used for illness in the employee's immediate family. This day will be deducted from the employee's sick leave accumulation.

Employees must use sick leave in 1/2 day increments unless it is requested for one (1) hour prior to quitting time when it can be taken in one (1) hour. A slip requesting sick leave must be submitted prior to taking sick leave or within one day of returning to work.

After an employee has been absent on sick leave for two (2) consecutive days or a total of three (3) days in a calendar year, the Employer Highway Superintendent or Transfer Site Supervisor, may request a physician's statement at any time.

Any employee who does not use any sick leave for a full calendar year shall receive one (1) additional vacation day the following calendar year. This additional day shall be non-cumulative and non-compounding.

Employees may use sick time in one-half day increments with twenty-four (24) hours notification to the Superintendent. Employees may use less than one-half day increments with the approval of the Superintendent and employees shall notify the bookkeeper of the time used.

Upon termination of service in good standing the Town shall repurchase any accumulated sick days at the employees then current rate of pay up to one hundred (100) days.

17.1 Personal Time: Employees shall receive one (1) paid personal day each contract year. Notification shall be given two (2) working days in advance, barring unforeseen circumstances.

ARTICLE 18: FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the Employer shall pay the employee, not to exceed three (3) days, to attend the funeral services. It is understood that the last paid day shall be the day of the funeral. Immediate family means only father, mother, wife, husband, children, step children, and brothers and sisters of the employee.

In the event of a death of an employee's grandparents, current in-laws, ~~nieces and nephews~~, one (1) day will be granted to attend the funeral services. *addition*

ARTICLE 19: HEALTH AND HOSPITAL

Effective January 1, 2003 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sums as follows:

	2003	2004	2005
Single	\$57.75	\$64.25	\$72.50
Two-Person	113.00	125.75	141.75
Family	159.00	\$177.25	199.50

The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

If the family status changes, the Employee may change election, at the time of the change in the family status - i.e. if the employee should marry, divorce, birth of a child, death of a spouse, etc.

Should the Employer wish to change health insurance carriers, the following procedure would be used:

1. The Employer shall notify the Union, in writing, of its desire to change carriers at least ninety (90) calendar days prior to said change.
2. The Employer shall identify the proposed carrier and submit a copy of the Health Plan benefits to the Union.
3. Within ten (10) calendar days after receipt of these documents, the Union shall notify the Employer, in writing, if it desires to negotiate the impact of the proposed change. Should the Union not request to negotiate the impact within this ten (10) calendar day period, the Employer would be free to make the proposed change any time after the ninety (90) day period.
4. If the Union makes the proper request to negotiate the proposed change, the parties shall immediately commence bargaining. If the parties cannot reach a mutual agreement on the change in carriers, the parties agree to submit the issue to Step 4 of the Grievance and Arbitration Procedure. The arbitrator's decision on who the carrier should be will be final and binding on all parties.
5. The contribution rate of the Employer shall remain as above for the term of this Agreement.

The parties agree to form a Health Advisory Committee composed of two members from the Employer and two members from the employees to meet as needed to discuss issues related to health coverage, including cost and coverage issues and the option of moving to a different plan on recommendation of the Advisory Committee. The issue of health insurance may be re-opened in the third and fourth years of this Agreement. This committee shall form within eight weeks of the adoption of this agreement and meet bi-monthly thereafter.

ARTICLE 20: WAGES AND HOURS OF WORK

A. The following shall be the classifications and the wages rates to be paid:

Effective	1/1/2003	1/1/2004	1/1/2005
M. E. O.	\$12.29	\$12.66	\$13.04
LABORER:	\$10.20	\$10.57	\$10.95

NEW FULL-TIME HIRES: All new full-time Motor Equipment Operators hired as full-time after 1/1/2003 will have a start wage of \$11.00 and will receive an increase each six months for a two year period until they reach the regular full-time rate. This increase is obtained by subtracting the rate at which the new employee is hired (\$11.00) from the negotiated full-time rate the employee would receive in two years divided by six.

At the end of the two years, the new employee will receive the same negotiated rate as all MEO's.

(Example: An employee hired 1/2/2003 would receive \$11.00 when hired. The amount he would be receiving in two years would be \$12.66. In subtracting the two - \$11.00 minus \$12.66 - a difference of \$1.66 is realized which divided by six (for each six month raise) is .28 cents. Therefore, the new employee would receive .28 cents each six months until the end of his second year at which time he would be at the wage rate of \$12.66, the same as all other full-time MEO's.

The Highway Superintendent may each year designate an employee to be a Working Foreman, a Shop Foreman, and an Inventory Clerk. The employee designated Working Foreman shall receive an additional \$0.25 per hour, Shop Foreman \$0.20 per hour and Inventory Clerk \$0.15 per hour.

B) Workweek

Talk to Jerry about this (wess)

The normal work week for M.E.O.'s as specified in Article 1 will be Monday through Friday, inclusive, for a normal forty (40) hour work week and specifically, 7:00 A.M. to 3:30 P.M. from September 30, through March 31. When working four (4) ten (10) hour days, the normal work week shall be Monday through Thursday, 6:00 A.M. to 4:30 P.M. When hours of work entails four (4) ten (10) hour days a employee using a sick day or personal day shall be paid ten (10) of pay for that time used. in no event should an employee receive less than forty (40) hours of pay for a week where sick days or personal days are being used.

All hours worked in excess of eight(8) hours per day and/or forty (40) hours per week shall be paid at the rate of one and one-half (1

1/2) times the hourly rate. Employees working four ten hour days shall be paid 1 and 1/2 times after ten (10) hours and/or forty. It is agreed that overtime is earned each day. An employee that uses sick, personal or vaction days does not loss overtime hours they have already earned. Anything other than the regular scheduled hours is considered to be overtime.

The Employer shall have the right to change the present working schedule whenever necessary to ensure orderly operation or to provide for unusual conditions.

C) Pay Period. Normal pay period will consist of seven (7) calendar days, starting Saturday through Friday.

D) Layoffs. The Employer agrees to give all seniority status employees being laid-off one (1) week's notice, except in the case of an emergency such as fire, flood, storm, explosion, power failure, war or other emergency conditions as deemed appropriate by the Employer.

E) Call Ins. Employees shall be guaranteed at least two (2) hours pay for all call-in over time work from the time they are notified, provided they report within one-half (1/2) hour of notification. If they do not report within one-half (1/2) hour from the time they are notified, there will be no guarantee of two (2) hours pay. The Employer will permit a one-half (1/2) hour unpaid meal break when employees have come in on overtime to plow and sand roads for more than five (5) hours.

F) Uniforms and Boots. Employer agrees to provide employee with seven uniforms per week. Employees must wear uniforms at work. The employer agrees to provide each full time employee an allowance for one pair of work boots per year of \$100.00 provided [REDACTED]

G) Longevity. Employer agrees to pay a \$100.00 annual longevity payment upon reaching five (5) years of service. This \$100.00 per year payment will continue in years six through nine inclusive. In years ten through fourteen inclusive, it will be \$200.00 per year. In years fifteen through nineteen, it will be \$300.00 per year. In years twenty through twenty-four, \$400.00 per year, and in years twenty-five and beyond, \$500.00 per year. Longevity pay will be paid on the Employee's anniversary date of hire by separate check.

In the event the Employer fails to give at least one (1) week's notice to the employee of a layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) week's salary. The employee agrees to give to the Employer one (1) week's written notice of the termination of employment, and in the event that he/she fails to give such notice, he/she forfeits any right to unused vacation.

ARTICLE 21 GENERAL WORK REQUIREMENTS

The employees agree to comply with all work schedules; report for all call-outs for overtime within thirty (30) minutes of being

contacted; maintain work place safety standards, including wearing of safety helmets on all construction and road work (snow plowing and sanding excluded); and wear safety foot gear at all times as a condition of employment. The Employer agrees to provide one (1) pair of work shoes for each employee each year of the contract.

TIME CLOCK. Employee's duty time will be monitored by and taken from a time clock. The clock will be maintained in the Highway Superintendent's office.

Employees will check in through the time clock for normal duty hours as established by the Employer. Lunch break will be one-half (1/2) hour.

Employees checking in after the scheduled shift starting time for normal duty will have fifteen (15) minutes deducted from their time for every eight (8) minutes they are late during the two (2) week pay period.

Employees are required to personally check through the time clock. An employee checking another employee's time card through the clock is not permitted and will be cause for disciplinary action by management.

Article 22 applies only to Town Highway Department employees. Transfer site employee time records shall be kept by the Transfer Site Supervisor.

All employees covered by this Agreement shall have the right to inspect their personnel files after having scheduled a mutually agreeable time to do so with their Employer. All information shall be made available in said file except pre-employment data.

ARTICLE 22 EXTRA CONTRACT AGREEMENTS

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

ARTICLE 23 JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and

ARTICLE 25: DURATION AND RE-OPENING OF AGREEMENT

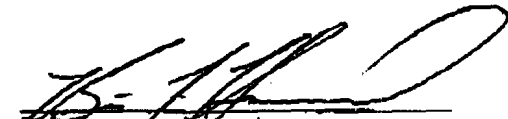
This Agreement shall continue in full force and effect from the 1st day of January, 2003 to and including the 31st day of December 2005.

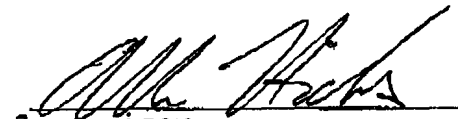
In the event there is any submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties hereto.


IN WITNESS THEREOF, we have hereunto affixed our signatures this 5 day of DECEMBER 5, 2002.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, N.Y. 13676

TOWN OF THERESA
103 MAIN STREET
THERESA, N.Y. 13691


Business Agent


Supervisor


STEWARD