

AGREEMENT

BETWEEN

TOWN OF ELLICOTTVILLE HIGHWAY DEPARTMENT

AND

**TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS**

**EFFECTIVE
JANUARY 1, 2017 – DECEMBER 31, 2020**

TABLE OF CONTENTS

ARTICLE

DESCRIPTION

	Legislative Review.....	1
	Statement of Purpose.....	1
1	Recognition	1
2	Management Rights	2
3	No Strike Clause	2
4	Dues Check Off and Authorization	3
5	Pledge Against Discrimination and Coercion	4
6	Bulletin Board.....	4
7	Access to Employees.....	5
8	Union Business and Visitation.....	5
9	Hours of Work	5
10	Overtime.....	6
11	Holidays	7
12	Vacations	7
13	Sick Leave.....	8
14	Bereavement Leave	9
15	Personal Leave	10
16	Leave for Jury Duty	10
17	Leave of Absence Without Pay	10
18	Retirement.....	11
19	Health Insurance	11
20	Seniority	12
21	Job Posting	13
22	Grievance Procedure	13
23	General Provisions	14
24	Duration and Termination.....	15
	Appendix A	
	Union Membership Authorization Card.....	17
	Appendix B	
	Compensation	18

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

STATEMENT OF PURPOSE

It shall be the policy of the Town of Ellicottville Highway Department in the purpose of this Agreement to promote harmonious and cooperative relationships between said Department and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Ellicottville Highway Department, hereinafter referred to as the "Employer" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters hereinafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 RECOGNITION

The Town recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of collective bargaining in respect to wages, hours and all terms and conditions of employment; the administration of grievances arising thereunder for the term of this Agreement for all full time Highway Department employees, in the job titles of Commercial Driver – Class B and Laborer. Excluded are employees in the job titles of elected officials, appointed officials, part time, seasonal, temporary, management/confidential employees.

At the Highway Superintendent's discretion he may appoint a Deputy Highway Superintendent inside or outside the bargaining unit. If the Highway Superintendent chooses to appoint a Deputy inside the bargaining unit, the Deputy shall receive a stipend added to his normal classification hourly rate for all hours worked as stated in the attached Appendix. Should the Highway Superintendent appoint a Deputy Highway Superintendent outside the bargaining unit, it will not cause a reduction in the current work force in the Highway Department. This would not include resignation, retirement or termination for just cause.

ARTICLE 2
MANAGEMENT RIGHTS

Except as expressly limited by specific provision of this Agreement, all of the authority, rights, functions, and responsibilities already possessed by the Town are retained by it, including but not limited to the right to determine the nature, mix and extent of services and raw materials to be contracted for and/or purchased by the Town; to determine the purposes, objectives, and policies of the Town; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the Town's business, to change existing or new equipment, methods, processes, or facilities; to hire, retain, promote, to assign and reassign work within a classification; to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by this Agreement; to direct, deploy and utilize the work force, assign employees to work in other departments than the department they are normally assigned to by job title; to establish specifications for each class of positions; to schedule operations and change work schedules; to layoff and recall; terminate, discipline, or demote employees for just cause.

Due to the difficulty in determining work load requirements, emergencies, lack of necessary parts and equipment, expertise, capability, capacity and personnel, etc., the Town retains the right to subcontract bargaining unit work in order to provide services to the community provided, however, that the Town may not subcontract when to do so would cause an employee subject to this agreement to be laid off.

It is understood and agreed that the Town shall have the right, from time to time, to publish work and/or safety rules and other regulations necessary to effect its management rights heretofore expressed, provided that such rules and regulations shall be reduced to writing, and publishing to employees prior to the effective date of such regulations, provided these rules and regulations shall not be contrary to the specific provisions of the Collective Bargaining Agreement.

It is understood that the exercise or non-exercise of rights hereby retained by the Town shall not be deemed a waiver of any such right or prevent the Town from exercising such rights in any way in the future.

It is understood that the Town may supplement the workforce with part time, seasonal and temporary employees, if full time bargaining unit employees are working during those same hours and no bargaining unit employees subject to this agreement are laid off.

ARTICLE 3
NO STRIKE CLAUSE

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

The Union or employees shall not engage in a strike, nor cause, instigate, encourage or condone one or interfere with the operations of the Employer, such as work stoppage, sick-out, curtailment of work, or interruption of work of any kind. The Union shall use every effort to have any of the foregoing prohibited practices terminated, including the prompt direction of its members to return to normal work.

Any employee doing the foregoing prohibited practices shall be subject to discipline through and including discharge.

ARTICLE 4
DUES CHECK OFF AND AUTHORIZATION

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 union dues from each employee each pay period.

The Employer 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, NEW YORK 14227

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

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

Agency Fee – An employee who has not given the Employer written authorization for union dues to be deducted from their wages shall have deducted from their wage an equal amount to Union membership dues, deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in this Section above. The Union agrees to hold the employer safe and harmless because of said deduction.

If, through inadvertence or error, the Employer 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 pay check 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.

ARTICLE 5
PLEDGE AGAINST DISCRIMINATION AND COERCION

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 Employer the responsibility for applying this provision of the Agreement.

In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

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

The Employer 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 Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

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

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

It is agreed that the Union may use one official bulletin board in the Highway Department provided by the Town for the purpose of posting the steward approved notices. Postings are to be confined to official business of the Union which shall not be derogatory, offensive or controversial.

All employees shall have an unpaid lunch period of one-half (1/2) hour, to be taken at the job site.

Employees shall be entitled to two (2) fifteen (15) minute break periods each work day, to be taken at the job site.

ARTICLE 10 OVERTIME

All employees are expected to work overtime and be available to work in time of emergency declared by the Highway Superintendent, his designee or the Town Supervisor.

All overtime must have prior approval from the Highway Superintendent or his designated representative.

All hours actually worked in excess of forty (40) hours in a work week and eight (8) hours in a work day shall be compensated at the rate of time and one-half (1 /2) the employee's regular hourly rate of pay. Paid holidays, vacation, personal leave, bereavement leave and jury duty (limited to a ten (10) work day maximum) shall be considered time worked for the purpose of calculating overtime. Paid sick time may be considered time worked for the purpose of calculating overtime at the discretion of the Highway Superintendent. There shall be no pyramiding of overtime. Overtime may be offered to the employees normally engaged in the performance of the work and/or assignment that is to be done on an overtime basis. There will be an attempt to equalize the distribution of overtime offered provided the employee is qualified, however, the Highway Superintendent shall have the complete discretion to assign the employee to overtime that he determines can perform the assigned work. The Highway Superintendent will determine the length of time an employee can work overtime.

If an employee is called to work outside their normal shift hours and the minimum call-in is not contiguous to their regular shift, and that employee has already worked his/her work day in that calendar day, they shall be guaranteed a minimum of three (3) hours pay at a rate of one and one-half (1 & ½) times the employees normal hourly rate. An employee could be required to work the three (3) hours call-in and is recalled within the three (3) hours an additional three (3) hours call-in would not be required.

ARTICLE 11
HOLIDAYS

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

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Martin Luther King Day or Day in Lieu of Martin Luther King Day
Labor Day
Columbus Day ✓
Veterans Day ✓
Thanksgiving Day ✓
Day after Thanksgiving ✓
Christmas Eve Day (starting 1/1/16) ✓
Christmas Day ✓

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

Employees must work the scheduled day before and day after the holiday to receive holiday pay, unless the employee has a doctor certificate stating his illness or injury.

Holidays will be paid at the employees straight time rate. If an employee is required to work on a holiday as set forth above, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

ARTICLE 12
VACATIONS

Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
1 year	1 week
2 years	2 weeks

Beginning with the anniversary, defined throughout this agreement as the employee's first day of active employment, of the second year of employment, paid vacation days will accumulate at the rate of 1 day per year of employment and not to exceed 20 days. Each extra day is earned on the employee's anniversary date. No more than 25 days can accumulate on the books. After that paid vacation days will be forfeited.

Vacations will be selected by seniority. Employees may select their vacation accruals on the first Monday in March of each calendar year. Employees, who choose not to pick their vacation at that time, must give the Highway Superintendent a minimum of two (2) weeks' notice, less than two (2) weeks' notice will be at the discretion of the Highway Superintendent. Employees may request vacation time from January 1, up to the first Monday in March with a minimum of two (2) weeks' notice for vacation to be taken before the first Monday in March.

The vacation period shall run from the beginning of an employee's anniversary and be a rolling year starting with the employee's anniversary date, with no closed weeks or shut down weeks.

Vacation pay shall be computed at the rate of forty (40) hours at the employees current rate of pay. Any Employee receiving a premium said premium shall be inclusive in the computation.

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

An employee who voluntarily leaves Town employment, retires, or resigns, must give two (2) weeks' notice to the Department Head prior to termination in order to be eligible for unused vacation. The Town shall hold any unused vacation until all Town equipment and apparel has been returned. A discharged employee will not be entitled to unused vacation. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Should an employee become sick or injured during the vacation period, the vacation will not be rescheduled. The Department Head may consider rescheduling an employee's vacation time due to the circumstance involved. The decision rests solely with the Department Head.

It is agreed one (1) employee per department will be allowed off on vacation during any period of time. The Department Head will determine how many employees will be off for any reason over the one (1). Vacation time may not be requested prior to the date when such vacation has been actually earned 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.

ARTICLE 13 **SICK LEAVE**

Full-time employees will accumulate one-half (1/2) day sick leave pay every pay period (13 days per year), which may accumulated to a maximum of 165 days. Personal days unused each year may be rolled over to sick days.

Sick leave credits may be used in units of not less than one (1) day. However, in the event of an employee becoming ill on the job, he may take sick leave credit for one-half (1/2) day provided that he has worked at least four (4) hours on that particular day.

A record of the employee's approved sick leave shall be kept by the Department Head and shall be related to the employee upon request.

Any absence due to sickness or injury of one (1) or two (2) days shall entitle the Employer to request a physician's certificate and the Employer shall pay the physician's office co-pay, if required.

Any absence due to sickness or injury of three (3) or more consecutive days shall entitle the Employer to request a physician's certificate and the employee shall be responsible for the cost.

Reinstatement of Sick Leave:

When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at the time of resignation or layoff shall be restored.

If an employee retires from Town service and has worked at least twenty (20) consecutive years and is collecting New York State Retirement System payments or an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of 100% of his accumulated sick leave at the then current rate of pay for medical insurance.

Sick leave shall be granted to an employee for absence from duty because of illness, bodily injury, exposure to contagious diseases, and attendance upon members of the immediate family whose illness requires the care of such employee.

All unused sick days will be paid at the pay rate at the time of retirement up to 100 days, if not used for medical insurance at retirement.

ARTICLE 14 BEREAVEMENT LEAVE

In the event of death in the employee's immediate family, the employee shall be granted three (3) consecutive work days, provided:

- a) Bereavement Leave shall not apply during periods when the employee involved is absent from work within the language of the collective bargaining agreement.
- b) Immediate family shall include the employee's mother, father, brother, sister, spouse, child, grandparent, mother and father-in-law, son and daughter-in-law and adopted stepchildren.

In the event of death of the employee's grandchild the employee shall be granted two (2) consecutive calendar days, paid only if it is their normally scheduled work days.

In the event of death of the employee's brother-in-law or sister-in-law, step parents of employee or spouse, the employee shall be granted one (1) calendar day, paid only if it is their normally scheduled work day.

ARTICLE 15
PERSONAL LEAVE

Employees shall be granted three (3) paid leave days per year for the purpose of conducting personal business. Employees will not use personal time in less than one-half (1/2) days.

Probationary employee shall be granted one (1) personal day at the time of completing their probationary period for that calendar year. The next calendar year they will receive three (3).

Personal leave is not accumulative from year to year.

Request for personal leave must be submitted, in writing, to their Department Head as soon as possible, but at least twenty-four (24) hours prior to the requested time off, except in an emergency. The Department Head may waive the twenty-four (24) hour requirement due to extenuating circumstances.

ARTICLE 16
LEAVE FOR JURY DUTY

An employee who has received notice of jury duty in either state or federal court shall be compensated by the Town, in an amount of money equal to the difference, minus taxes, between the employee's regular pay and the compensation such employee receives for jury duty. Compensation for such jury duty service shall not include any reimbursement for mileage paid to the employee in the course of his/her service as a juror. This provision shall be for a maximum of ten (10) work days.

When an employee is excused from jury service on any day during his/her term on jury duty, they shall report for work.

The employee shall present proof of service by a jury duty notice summons and certificate of service and the amount of pay received for such service.

When an employee receives notice that he/she is to report for jury duty, he shall notify his department head immediately. An employee shall be requested by the Town to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e. winter months or emergencies requiring the employee's presence.)

The amount of time that an employee spends on jury duty shall be considered to be actual working time, except for purposes of worker's compensation and overtime pay.

The above terms shall not apply to any employee who volunteers to serve as a juror.

ARTICLE 17
LEAVE OF ABSENCE WITHOUT PAY

Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave of

absence without pay shall be granted is solely of the discretion of the Town. The Town shall render determination on requested leave of absence without pay within thirty (30) calendar days.

Employees shall not earn or accrue seniority and/or other benefits under this Agreement during a period of leave of absence without pay. Upon return to work from a leave of absence without pay, such employee shall have seniority rights enjoyed at the time such leave commenced.

An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report.

The failure of an employee to return to work within three (3) consecutive working days after the expiration of the leave shall be considered as a voluntary quit.

A leave of absence without pay may be extended only by mutual agreement of the parties.

ARTICLE 18 **RETIREMENT**

Provided such a retirement program is available, the Town agrees to provide and maintain a retirement plan for all employees represented by this Agreement pursuant to Section 75c for Tier 1 and 2 employees, Article 14 and 15 for Tier 3 and 4, and Article 15 for Tiers 5 and 6.

As soon as practical following January 1, 2002 the Town shall provide 41-j (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law provided it can be accomplished with 75c.

ARTICLE 19 **HEALTH INSURANCE**

The Employer will provide health insurance benefits to all full time bargaining unit employees of the Town of Ellicottville on the first day of the month following the employee's anniversary date of employment, at no cost to the employee. Provided, however, that beginning January 1, 2017, employees shall contribute 50% toward the cost of any increases until such time as the employee is contributing 20% of the cost of insurance premiums and the Town is contributing 80% of the cost of insurance premiums.

When discussing health insurance renewal, the Town agrees to discuss with the Union possible alternate plans, or other means of maintaining benefit levels for employees while continuing or reducing premiums. Any contemplated change would be subject to mutual agreement between the Town Board and the Union.

The Town will continue to fund an HRA card in the amounts \$1,500 single, \$3,000 family.

Waiver of Town-provided coverage in exchange for Buyout: Any Employee who is eligible to receive Town-provided health insurance coverage ("Coverage"), and who provides proof of alternate health insurance coverage and benefits, may elect to waive ("Waiver") coverage in exchange for a Buyout in the amount of \$4,500.00 per year.

Plans included: The health insurance plans which are subject to this Local Law#2-2015 include general medical insurance coverage and benefits; this Local Law #2-2015 does not cover dental or vision coverage and benefits. In the event that additional health insurance plans are added to those offered to Employees, the Board may extend this Local Law #2-2015 to apply to additional health insurance plan(s) by passing a resolution to that effect.

Procedure; resumption of coverage: Any Employee who wishes to take advantage of the Buyout must obtain a Waiver of Health Insurance form from the Town Clerk. Payment will begin the first payroll of the month following the employees request and pending confirmation of Health Insurance cancellation. An Employee's Buyout will be pro-rated each pay period until such time that an Employee terminates his employment or notifies the Town Clerk in writing of his/her desire to resume Coverage. Employees may resume coverage at any time, subject to any re-enrollment deadlines or restrictions; Buyout payments will continue to be pro-rated until the date of resumed coverage. Any payments made pursuant to this Local Law will be net of any taxes or other required deductions; employees are solely responsible for any tax consequences of receiving the Buyout.

This local law shall become effective immediately.

If the Highway Superintendent appoints a Deputy Highway Superintendent outside the bargaining unit, the Town will not be obligated to make payment on behalf of the Deputy Highway Superintendent to Independent Health Insurance Plan.

ARTICLE 20 SENIORITY

Probationary Period

All new employees shall be considered as probationary employees during their first twenty-six (26) weeks(half a year) of employment or as provided by Civil Service Laws, Rules and Regulations. Such employees may be dismissed or disciplined by the Town which shall not be subject to the grievance procedure within this Agreement or protection under Civil Service Laws, Rules and Regulations. Probationary employees do not have seniority.

Seniority

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in which seniority shall be defined as the length of an employee's continuous full time service with the Town. Seniority shall not accrue during period of layoff or unpaid leave of absence.

Termination of Seniority

Seniority shall be broken for the following reasons:

- a. If the employee resigns, including retirement
- b. If the employee is discharged for just cause
- c. If an employee is absent for three (3) consecutive work days without the proper notification or satisfactory reason, accepted solely by the Town, for not notifying or reporting

- d. If an employee fails to report for work within ten (10) consecutive work days of mailing of notice of recall from layoff by certified mail
- e. If an employee is laid off for a period which exceeds his recall rights, if any, as provided for in this Agreement
- f. If an employee fails to return to work from a leave of absence without pay in accordance with the leave of absence without pay provisions provided for in this Agreement
- g. If an employee intentionally furnishes false information

ARTICLE 21 **JOB POSTING**

If a vacancy occurs in a job title covered by this agreement, a notice will be posted, on the bulletin boards, showing the job title, rate of pay, location, qualifications and any other pertinent details. Employees are encouraged to apply for any posted vacancy in which they are interested and for which they may be qualified. If interested and an employee meets the qualifications the Department Head will evaluate the request and make recommendations to the Town Board.

ARTICLE 22 **GRIEVANCE PROCEDURE**

Defined - A grievance is any controversy between the Company and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party with or without the steward shall first discuss the grievance with his/her Department Head 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 Department Head within fourteen (14) calendar days after the reason for the grievance has occurred. 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. The Department Head shall respond in writing within seven (7) calendar days. If the Department Heads answer is not satisfactory, said grievance and Department Heads response shall be forwarded by the Union Representative within seven (7) calendar days after the response of the Department Head is due, to the Town Supervisor or their designated representative. The Town Supervisor or their designated representative may schedule a meeting between the parties or respond in writing to the Union within seven (7) calendar days after receipt of the 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 an arbitrator, providing such written submission is made within (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel

submitted by the Federal Mediation and Conciliation Service, by alternately crossing off names. Each party has the right to reject one (1) complete list. 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. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator shall be shared equally by the Employer and the Union, however, each party shall be responsible for compensating its own witnesses and representatives.

Employer Grievance - Any grievance submitted by the Employer shall begin directly at Step 2 of the procedure.

Discharge or Discipline - A grievance contesting discharge or disciplinary suspension must be filed directly at Step 2 within eight (8) 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.

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.
- b) The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 23 **GENERAL PROVISIONS**

Work Clothing – One (1) pair of rubber boots
One (1) rain gear
One (1) pair of gloves

Eleven (11) shirts

Eleven (11) pairs of pants

Three (3) coveralls

The above provided work shirts, pants and coveralls are laundered by the Town.

Damaged or worn out articles shall be replaced on an as needed basis, as determined by the Department Head. Damaged or worn out articles must be turned in before a replacement will be issued. Each employee shall be responsible to maintain such equipment and work clothing in good condition.

Time Clocks and/or Activity Performance Sheets may be installed at the discretion of the Town.

At the beginning of each calendar year, each employee shall be given a list of all accrued leave he has earned to date.

Employees shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement.

Recall rights for employees on layoff will be equal to their length of seniority or one (1) year, whichever is shorter.

Eligibility for Benefits

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (1st) of the month following the completion of their probationary period. Benefits as provided in this Collective Bargaining Agreement will, unless otherwise provided herein, continue provided an employee is working and receiving their normal pay from the Town.

ARTICLE 24
DURATION AND TERMINATION

This Agreement shall be effective as of the 1st day of January 2017, and shall continue in full force and effect until the 31st day of December 2020.

If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____ 2017.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX A

UNION MEMBERSHIP AUTHORIZATION CARD
DUES CHECKOFF AUTHORIZATION



APPLICATION AND NOTICE
For Membership in Local Union No. _____
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the 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. _____

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, _____ (Print Name) hereby authorize my employer to deduct from my 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

2017-2020 With Health Care Contributions

APPENDIX B - COMPENSATION

JOB TITLES AND THE HOURLY RATE OF PAY FOR THE TERM OF THIS AGREEMENT SHALL BE AS FOLLOWS:

JOB TITLE

<u>1/1/2017</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Commercial Driver Class B	\$16.74	\$17.49	\$18.28	\$19.10	\$19.86

Laborer	\$14.67	\$15.33	\$16.02	\$16.74	\$17.49
---------	---------	---------	---------	---------	---------

1/1/2018

Commercial Driver Class B	\$16.99	\$17.75	\$18.55	\$19.39	\$20.26
---------------------------	---------	---------	---------	---------	---------

Laborer	\$14.89	\$15.56	\$16.26	\$16.99	\$17.75
---------	---------	---------	---------	---------	---------

1/1/2019

Commercial Driver Class B	\$17.50	\$18.29	\$19.11	\$19.98	\$20.87
---------------------------	---------	---------	---------	---------	---------

Laborer	\$15.34	\$16.18	\$16.75	\$17.50	\$18.29
---------	---------	---------	---------	---------	---------

1/1/2020

Commercial Driver Class B	\$17.85	\$18.66	\$19.50	\$20.38	\$21.29
---------------------------	---------	---------	---------	---------	---------

Laborer	\$15.65	\$16.35	\$17.09	\$17.85	\$18.66
---------	---------	---------	---------	---------	---------

	<u>2016</u>	<u>2017</u>
Tom Raab	\$19.10	\$19.86
Steve Hadley	\$19.10	\$19.86
Brain Fuller	\$17.49	\$19.86
Shawn Lafferty	\$16.32	\$19.86
Tammie McCulligh	\$15.63	\$17.49
Kevin Woodin	\$14.09	\$16.74

The Highway Superintendent may assign an employee to the duties of Deputy Highway Superintendent inside the bargaining unit. The Deputy shall receive one dollar(\$1.00) per hour in addition to the employee's normal hourly rate for all hours worked for the first two years of service and an additional one dollar (\$1.00) per hour for the third year of service and beyond.

An employee may be hired at any step of the pay grade. Town Board approves all pay rates.

The only part of this Memorandum of Agreement that is retro-active is Appendix B.

Employees will be moved up one (1) step per employment anniversary year; more than one (1) step in a year within their grade level will be at the recommendation of his/her Department Head and subsequent approval of the Town Board.

Moving on steps would be on the employee's anniversary date (first date of work).

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job titles pay group that would give the employee a rate increase. The effective date of starting in this new job title would now become the annual date for movements in steps in that pay group.