

AGREEMENT
BETWEEN
TOWN OF ARKWRIGHT
AND
TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS

EFFECTIVE

JANUARY 1, 202320 - DECEMBER 31, 202522

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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 Arkwright 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 Arkwright, 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**

Section 1.1 - The Employer 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 for all Town of Arkwright Highway Department employees including all full-time and Regular Part-Time Machine Operators, Mechanics and Deputy Highway Superintendent. Excluded is the Highway Superintendent and seasonal employees.

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

ARTICLE 2

DEFINITIONS

PART-TIME EMPLOYEE

Section 2.1 - A Regular Part-time employee is an employee who works on a scheduled basis for at least twenty (20) hours per week but not more than forty (40) hours per week for a minimum of eight (8) consecutive weeks.

Section 2.2 – Regular part-time employees are entitled to the protection and benefits afforded by this collective bargaining agreement only to the extent specifically stated in the appropriate section.

Section 2.3 - The use of regular part-time or any part time employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

Section 2.4 – Regular part-time employees shall receive the right of first refusal on any full-time position based upon their seniority as a part-time employee.

Section 2.5 – Regular part-time employees shall receive 80 percent of all full time benefits (pay vacation, personal, sick). Town will also pay 80 percent of the medical premium with the employee paying the other 20% while part time.

SEASONAL EMPLOYEES

Section 2.65 - Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.76 - The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time or regular part-time employees and will not result in a reduction of the work force.

ARTICLE 3

MANAGEMENT RIGHTS

The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Employer: to direct, deploy and utilize the work force; to schedule operations, including the right to change work schedules, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

ARTICLE 4
NO STRIKE CLAUSE

Section 4.1 - The Union recognizes the status of the Town of Arkwright Highway Department employees as "public employees" and the provisions of the law applicable thereto.

Section 4.2 - The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

Section 4.3 - No lock out of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 5
DUES CHECK OFF AND AUTHORIZATION

Section 5.1 - Any employee desiring to become a member of the Union may execute a written authorization in the form annexed here to as Appendix A ("Authorization"). Upon receipt of the Authorization from an employee, the Town shall, pursuant to the authorization, deduct dues from the wages of each employee so authorizing each pay period.

Section 5.2 - 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 with 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

Section 5.3 - 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.

Section 5.4 - 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 addressed to the Town at 9531 Center Road, Fredonia, New York 14063. The Town will then forward a copy of the employee's notification to the Union.

Section 5.5 - The Employer further agrees to grant the Union an exclusive payroll deduction of premiums for an employee organization sponsored insurance program.

Section 5.6 - 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 5.2 above. The Union agrees to hold the Employer safe and harmless because of said deduction.

Section 5.7 - 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.

Section 5.8 - On the effective date of this agreement, the Employer shall supply to the Union at the address listed in 5.2 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 Union if any changes occur. The Union agrees to hold this information in strict confidence and will not use the information to harass any employee.

ARTICLE 6

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 6.1 - 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 Employer the responsibility for applying this provision of the Agreement.

Section 6.2 - 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.

Section 6.3 - 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.

Section 6.4 - 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 on the Union.

Section 6.5 - The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 6.6 - 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 7
MAINTENANCE OF BENEFITS/STANDARDS

Section 7.1 - All conditions or practices beneficial to employees, now in effect which are not specifically provided for in this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Union. Nothing contained herein shall authorize or permit the use of Town equipment, tools or materials for personal use.

ARTICLE 8
BULLETIN BOARD

Section 8.1 - The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Posting by the Union on such boards are to be confined to official business of the Union.

ARTICLE 9
ACCESS TO EMPLOYEES

Section 9.1 - Each contract year, the Employer 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 Employer 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.

Section 9.2 - One (1) month after the signing of this Agreement, the Employer 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.

ARTICLE 10
UNION BUSINESS

Section 10.1 - Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise his Department Head of the grievance and schedule the activity at a time mutually agreeable to all.

ARTICLE 11

DISCIPLINE & DISCHARGE

Section 11.1 - 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 Employer 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.

Section 11.2 - The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which they consider are unreasonable.

ARTICLE 12

HOURS

Section 12.1 - The work week shall be either five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week, or four (4) consecutive days (Monday through Thursday) consisting of ten (10) hours per day and forty hours per week. Those full-time employees reporting to work on Monday shall be guaranteed forty (40) hours of work for said week. The Superintendent will give a two (2) week notice in writing with a start date when changing from shift to shift when possible.

Section 12.2 - The normal shift hours will be set by the Highway Superintendent based on the season of the year. When Employees go on winter schedule, they will receive an additional ~~twenty-five~~ fifteen cents (~~\$.25~~ \$.15) per hour schedule.

Section 12.3 - Any employee reporting to work shall receive eight (8) hours pay, unless an unexpected situation occurs and the employee calls in and is told to report to work, said employee will be paid a minimum of three (3) hours pay provided he reports to work and is sent home.

Section 12.4 - Any employee called for emergency duty in addition to or outside of said employees normal shift described above shall be guaranteed a minimum of three (3) hours of pay at the rate of one and one-half (1 & 1/2) said employees hourly wage.

Section 12.5 – Allow employees to direct up to twenty seven (27) hours of overtime worked into compensatory time, accruing up to a maximum of forty (40) hours to be paid at their regular rate of pay. Compensatory time off from work must be scheduled one week in advance and must not be taken in less than four (4) hour increments. Any compensatory time at the end of the calendar year will be paid in the last pay period of the year and cannot be rolled into the following year.

ARTICLE 13

OVERTIME

Section 13.1 - All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employee's hourly rate.

Section 13.2 – All hours worked in excess of ten (10) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & ½) the employee's hourly rate.

~~Section 13.3— Employees shall have the option of taking overtime as compensatory time at a rate of one and one-half (1 & ½) hours of compensatory time for every hour of overtime for all hours more than 120 per pay period. (Pay period is every two weeks). Compensatory hours not used on a one year rolling calendar will be converted back to overtime hours and paid in the first paid period after one year from the time the compensatory time was earned.~~

ARTICLE 14

HOLIDAYS

Section 14.1 - Paid Holidays observed by the Town of Arkwright Highway Department will be as follows:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Section 14.2 - Holidays falling on Saturday will be observed on the previous Friday and Holidays falling on Sunday will be observed on the following Monday.

Section 14.3 - Any full-time or regular part-time employee who is on the payroll or bona fide sick leave receive holiday pay.

Section 14.4 - 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, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

Section 14.5 - Regular part-time employees shall be paid at an hourly rate of one-half the hourly rate of regular employees.

Section 14.6 – Employees must work the day before and the day after the holiday to receive holiday pay. Exceptions would be approved leave days. However, Employees will receive holiday pay if absent before or after the holiday is for one of the following reasons: this language is specific to only holidays.

1. Paid vacation and or time:
2. Verified personal illness: (with the understanding that you would have two (2) weeks to present a note from a doctor or physician's assistant.
3. A death in your family:
4. Jury duty:

ARTICLE 15

VACATIONS

Section 15.1 - 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 but less than 3 years	1 week (40 hours)
3 years but less than 10 years	2 weeks (80 hours)
10 years but less than 20 years	3 weeks (120 hours)
20 years and over	4 weeks (160 hours)
After 1 year	1 week's vacation (40 hours)
After 3 years	2 weeks' vacation (80 hours)
After 8 years	3 weeks' vacation (120 hours)
After 12 years	4 weeks' vacation (160 hours)

Section 15.2 - The vacation period shall be from January 1 to December 31 with no closed weeks or shut down weeks.

Section 15.3 - To be eligible for earned vacation as listed, a full-time or regular part-time employee must work one hundred (100) days in the previous contract year. Holidays, personal days, vacation days, bereavement days, jury duty days, bona fide sick leave days shall be considered as days worked. If an employee does not work one hundred (100) days in the previous contract year, said employee shall be entitled to vacation benefit or pay on the following basis; for each month during the previous contract year in which an employee worked eight (8) days or more said employee shall be entitled to one twelfth (1/12) of vacation benefits.

Section 15.4 - Employees hired on or after July 1, vacation seniority for the purpose of this Article starts with January 1 following his date of employment and he will be paid one-twelfth (1/12) of one weeks vacation pay for each month he works eight (8) days from his date of employment to the following January 1. Said accrual of vacation benefit may be taken as time off or paid to the employee on January 1. Employees hired on or before June 30 of any calendar year, his vacation seniority will start with January 1 prior to his date of employment.

Section 15.5 - 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. Any unused vacation time up to five (5) days will be paid out the last full pay period in December. Limited to forty (40) hours. An additional five (5) days may also be moved to retirement plan 457-B, three (3) weeks of vacation time is need to qualify for this provision.

Section 15.6 - If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 15.7 - 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.

Section 15.8 - 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.

Section 15.9 - Vacations must be scheduled with the Superintendent four (4) weeks prior to the time off for days exceeding two (2) days in duration. If a request is submitted for two (2) days or less, it shall be scheduled with the Superintendent with as much notice as practically possible prior to the time off. Such approval shall not be unreasonably denied.

Section 15.10 - Regular part-time employees shall receive a pro rated vacation benefit.

ARTICLE 16

SICK LEAVE

Section 16.1 - Full-time employees will be entitled to sixty four (64) hours of sick time per year and may accumulate up to three hundred twenty (320) hours. When an employee retires from Town service, he will be entitled to a maximum of 240 hours of his accumulated sick leave at the then current rate of pay. After the employee has reached the maximum of three hundred twenty (320) hours, the employee will be entitled to deposit 100% of the excess unused sick time into a personal 457-B fund or be able to get paid at years end at 50% of the excess unused time.

Section 16.2 - Sick leave hours may be used in not less than two hour increments. Less than two hour increments shall be at the Highway Superintendent's discretion.

Section 16.3 - A record of the employee's approved sick leave shall be kept by the Department Head and shall be relayed to the employee upon request.

Section 16.4 - Any absence due to sickness of over two (2) consecutive days may entitle the Employer to request a Physician's certificate.

Section 16.5 - 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.

Section 16.6 - The Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

Section 16.7 - Regular part-time employees shall receive a pro rated sick leave benefit.

After the allowed pro rata accumulation has been reached 100% of the excess would be deposited in the employee's 457-B fund of if there is no fund available 50% of the excess would be paid to the employee at year's end.

ARTICLE 17

FUNERAL LEAVE/MEMORIAL LEAVE

Section 17.1 - In the event of death in the immediate family of an employee, the employee shall be granted three (3) consecutive leave days prior to the funeral or memorial service, including holidays and weekends.

Section 17.2 - The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Grandchildren, Stepparents and Stepchildren.

Section 17.3 - 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.

ARTICLE 18

PERSONAL LEAVE

Section 18.1 – All full-time employees shall be granted twenty-four (24) hours paid leave per year for the purpose of conducting personal business. Personal leave hours may be used in not less than four hour increments. Less than four hour increments shall be at the Highway Superintendent's discretion. The employees will give at least a two-day notice for use of personal time if possible.

Section 18.2 - Regular part-time employees shall receive a pro rated personal leave benefit.

ARTICLE 19

LEAVE FOR JURY DUTY

Section 19.1 - On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk.

Section 19.2 - Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

Section 19.3 – Any payment the employee receives for jury duty service will be turned over to the Town.

ARTICLE 20

LEAVE OF ABSENCE WITHOUT PAY

Section 20.1 - 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 leave of absence shall be granted or denied in the sole discretion of the Town Board.

ARTICLE 21

RETIREMENT

Section 21.1 - The Employer will continue to provide subject to correction, retirement benefits now provided pursuant to Section 75 (i) and Article 14 of the New York State Retirement Law and Social Security Law for all full-time and regular part-time employees.

ARTICLE 22

HEALTH INSURANCE

Section 22.1 - Subject to the rights granted by Articles 22.4 and 22.5 Employer will provide all current full-time employees of the Town of Arkwright with New York State Teamsters Council Health & Hospital HRA Plan, at no cost to the employees. Any new full time employee hired after the signing of this contract will become eligible for health insurance coverage after 90 days of continuous employment and will pay ten (10) percent of the premium until the end of their probationary period. After this, new hires will pay 5% of the premium as their medical contribution.

Section 22.2 - In the event an employee is off on a work related disability or Worker's Compensation leave, the Employer will continue to pay the percentage premium paid by the employee for health insurance for a period of up to twelve (12) months provided said employee has exhausted all benefit time.

Section 22.3 - Regular part-time employees shall have a pro rated amount of the premium for health insurance paid by the Employer.

Section 22.4 - Each full-time employee of the Town of Arkwright shall have the option of repudiating health insurance coverage. Providing such employee repudiates health insurance coverage, said employee shall be entitled to an annual cash payment equal to one half the annual premium that would have been paid in his or her behalf. Said payment shall be made in the first pay period of the month of December.

Section 22.5 – If the Town should find an insurance plan equal to or better than the current plan in place and satisfactory to the full time employees after discussion with the Union the Town may replace the current plan.

ARTICLE 23

SENIORITY

Section 23.1 - Seniority shall be defined as length of full-time continuous service from the date of hire with the Employer.

Section 23.2 - In the event of a lay off seniority 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 then regular part-time employees before any full-time employees are laid off.

Section 23.3 - Any recall of laid off employees shall be in the inverse order of lay off.

Section 23.4 - Seniority shall terminate upon:

1. Discharge for just cause.

2. Voluntary quitting of job.
3. Layoff for a period of over one (1) year.
4. Employees on layoff will be notified of recall by certified letter, addressed to the employees last known address. The employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 23.5 - All new employees shall be probationary for a period of one (1) year during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

ARTICLE 24

GRIEVANCE PROCEDURE

Section 24.1 - Defined - A grievance is any controversy between the Town 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.

Section 24.2 - Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her 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 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.

A meeting between the designated Employer 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 Employer 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 (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 New York State Public Employment Relation Board (PERB). 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 and the New York State Public Employment Relations Board (PERB) shall be shared equally by the Employer and the Union.

Section 24.3 - Employer Grievance - Any grievance submitted by the Employer shall begin directly at Step 2 of the procedure.

Section 24.4 - 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.

Section 24.5 - 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.
- b) The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

ARTICLE 25
SUBCONTRACTING

Section 25.1 - The Employer agrees not to subcontract any exclusive bargaining unit work that results in the layoff or continued layoff of bargaining unit employees.

Section 25.2 - It is agreed nothing in this Article shall restrict the Town from loading and hauling sand and gravel as has historically been the practice of the Town.

Section 25.3 - Nothing contained in this Article shall effect the Town's ability to subcontract should a bona fide emergency situation arise.

ARTICLE 26
GENERAL PROVISIONS

Section 26.1 - Employees will be reimbursed up to \$175.00 per year for the purchase of work boots. Effective January 2012.

Section 26.2 - One (1) set of rain gear, and three (3) pairs of gloves will be furnished and paid for by the Employer and replacements shall be issued upon return of worn items.

Section 26.3 - Employees shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement.

Section 26.4 - Uniforms and boots purchased wholly or in part by the Town and distributed to the Employees shall be worn by the Employees. The intention of this change is to create a common uniformed employee presence during work hours.

ARTICLE 27
DURATION AND TERMINATION

Section 27.1 - This Agreement shall be effective as of the first day of January 20~~23~~²⁰, and shall continue in full force and effect until the 31st day of December 20~~25~~²².

Section 27.2 - 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.

Section 27.3 - This Agreement shall be binding upon the Employer and its successors, assignees, lessees or transferees of the Employer or any other parties to contracts with the Employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by members of the bargaining unit represented by the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____ 20__.

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX A

UNION MEMBERSHIP AUTHORIZATION/ DUES CHECK AUTHORIZATION CARD



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

APPENDIX B
WAGE RATES

Effective	1/1/ <u>23</u>	1/1/ <u>24</u>	1/1/ <u>25</u>
Full-Time Motor Equipment	\$ <u>21.89</u>	\$ <u>22.77</u>	\$ <u>23.68</u>
Regular Part-Time Employee	\$ <u>17.51</u>	\$ <u>18.22</u>	\$ <u>18.94</u>

New hires start at ninety (90) percent of full rate.

Regular part timers start at eighty (80) percent of full rate.

The Deputy Superintendent will receive an additional fifty cents (\$.50) per hour if the position is filled.