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TOWN OF POTSDAM - OFFICE PERSONNEL

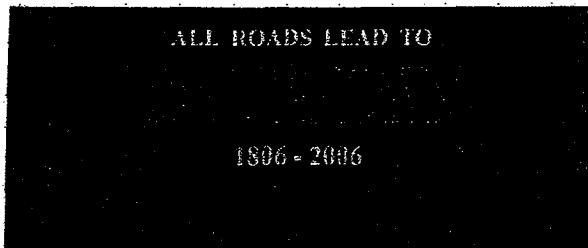
ARTICLES OF AGREEMENT

BY AND BETWEEN



**TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676**

AND



**TOWN OF POTSDAM OFFICE PERSONNEL
35 - 37 MARKET STREET
POTSDAM, NEW YORK 13676**

Effective: 1/1/2010

Termination: 12/31/2012

TOWN OF POTSDAM - OFFICE PERSONNEL

PREAMBLE: THIS AGREEMENT made this 8th day of April 2010, by and between the Town of Potsdam (hereinafter call the "Employer") and Teamsters Local 687, affiliated with International Brotherhood of Teamsters of America (hereinafter call the "Union").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town employees in work classifications - Assessor, Deputy Town Clerk, Assessor's Aide, Clerk to the Supervisor, Clerk to the Court, part-time Clerk, Supervisor's Office and part-time Account Clerk, Justice Court for the purposes of collective bargaining.

The current Town Assessor (Kim Bisonette) shall remain in the covered bargaining unit group as listed above. However, upon Mr. Bisonette's retirement and/or end of his current appointment with the Town, the classification of Town Assessor shall automatically become a non-bargaining position.

Part-time employees will be eligible for only those benefits enumerated in the contract.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article of Section of this Agreement, or any Riders 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 restrained by such tribunal, pending 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 held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event of 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, for the purpose of arriving at the mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent all the employees in the bargaining unit whether or not they are members of the Union. Any employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union.

3.2 A new employee may be discharged or disciplined in the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he/she has completed the probationary period.

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3.3 The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than the end of the month in which deductions are made.

3.4 In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

3.5 No provisions of this Article shall apply in any state to the extent that it may be prohibited by State law. If, under applicable State law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

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

ARTICLE 5: BULLETIN BOARDS

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

ARTICLE 6: SENIORITY

6.1 The principles of departmental seniority shall apply and shall be applied to vacation primarily.

6.2 After ninety (90) consecutive days, a new employee shall be placed on the regular departmental seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new employee from acquiring seniority as soon as possible. In case of discipline within the ninety (90) day period, the Employer shall notify the Union in writing.

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

6.4 When the Town deems it appropriate to lay off and employees, probationary, temporary and part-time employees shall be laid off before any full time employees. The Employer shall lay off in accordance with seniority in the department.

6.5 Part-time employees will have their own seniority list.

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ARTICLE 7: JOB STEWARDS

7.1 The Employer recognizes the right of the Union to designate Shop Stewards.

7.2 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 provisions of Article 10 of this Agreement,

b.) The transmission of such messages and information which shall originate with, are authorized by, the Union, provided such messages and information

1. have been reduced to writing, or

2. if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

7.3 The Employer recognizes these limitations upon the authority of job stewards and shall not hold the Union liable for any unauthorized acts.

ARTICLE 8: ARBITRATION AND GRIEVANCE PROCEDURE

8.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

a) Between the aggrieved employee (with or without the shop steward) and the Town Supervisor. A written statement of the difference or dispute must be filed within five (5) days of the incident giving rise to the complaint. If no satisfactory agreement is reached within five (5) subsequent working days, then

b) Between the Union Business Agent and the Employer who will meet to discuss the grievance. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

c) Between the Union Business Agent and the Town Board no later than the next regular Town Board meeting.

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8.2 Arbitration: If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for final and binding arbitration. In the event the losing party fails to abide by the arbitrators decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the Shop Steward and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

9.2 Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

9.3 A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

9.4 Should it be proved that an injustice has been done a discharged or suspended employee, he/she shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure as set forth in this Agreement.

9.5 If it is the Employer's intent not to reappoint an employee at its annual meeting, the failure to reappoint shall be for just cause, and the Employer shall notify both the employee and the Union of its intent to not reappoint them on the basis therefore in writing at least forty-five (45) days prior to the date of termination. The employee must notify the Union in writing within five (5) working days after receiving notification of such action against them of their desire to challenge the proposed termination. Notice of appeal must be made to the Employer in writing within ten (10) days from the date of receipt of said letter. If the Union and the Employer are unable to agree as to a resolution of the matter, then it should be referred immediately to the arbitration process per Article 9 and which arbitration shall be heard within thirty (30) days of receipt of the demand for arbitration, unless otherwise extended by written agreement of the parties.

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ARTICLE 10: LEAVE OF ABSENCE

An unpaid Leave of absence from the bargaining unit may be granted at the discretion of the Employer for not more than sixty (60) days. When so granted, the employee if he returns to his/her job in the bargaining unit shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the Town Supervisor, and the granting of such leaves of absence must be in writing with a copy to the Union. Each request will be approved by the Town Supervisor and not be subject to the grievance procedure.

An additional thirty (30) day may be granted by the Town given exceptional circumstances.

Part-time employees will not be eligible for leaves of absence.

ARTICLE 11: 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 12: LEGISLATIVE ACTION

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

ARTICLE 13: DECLARATION OF PLEDGE OF NO STRIKE POLICY

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

ARTICLE 14: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

14.1 The parties agree to conduct meetings for the purposes of collective bargaining during the period of one hundred twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

14.2 The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement of the issues of negotiation. In the event of an impasse, the parties agree to follow the procedure of Section 209, Subdivision 3,

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Subsections a through f, of the Civil Service Law of the State of New York to resolve said impasse.

ARTICLE 15: COMPANY RULES

There shall be notification in writing by the Employer to the steward and the Union of all infractions of Employer rules by employees. Unless such written notice is given to the steward and the Union within ten (10) working days of such infraction said infraction by an employee shall be deemed to be moot.

ARTICLE 16: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 17: HOLIDAYS

17.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Martin Luther King's Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day; provided they meet all of the following eligibility rules:

- a) The employee has completed the probationary period as of the date of the holiday;
- b) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday;
- c) Laid off and furloughed employees shall not be eligible for holiday pay.

17.2 Eligible employees shall receive the appropriate pay for each holiday specified not worked at their regular rate.

17.3 When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his/her regularly scheduled work week because of such vacation, he/she will be credited with vacation for that week only for the number of days less the holiday.

17.4 In applying the holiday pay procedure, when any of the specified holidays falls on Sunday and the day following is observed as the holiday by the Federal government, such day shall be considered as the holiday for the purpose of this Section.

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ARTICLE 18: VACATIONS

18.0 All regular employees who have completed their 90 day probationary period shall receive one (1) week of vacation with pay at the regular rate.

18.1 All regular employees who have been in the employ of the Employer for a period of one (1) year or more shall receive two (2) weeks vacation with pay at the regular rate.

18.2 All regular employees who have been in the employ of the Employer for a period of six (6) years or more shall receive three (3) weeks vacation with pay at the regular rate.

18.3 All regular employees who have been in the employ of the Employer for a period of thirteen (13) years or more shall receive four (4) weeks vacation with pay at the regular rate.

18.4 All regular employees who have been in the employ of the Employer for a period of twenty (20) years or more shall receive five (5) weeks vacation with pay at the regular rate.

18.5 Vacation choice shall be by years of service at the option of the employee with the approval of the Supervisor and/or Deputy Supervisor.

18.6 Vacation period will be January 1 through December 31 of each year. Employees must take their vacation during this period. However, employee's anniversary date shall determine when the employee's allotment of vacation is accrued.

18.7 An employee called in to work from his vacation shall be entitled to receive one substituted day of vacation time for each day of his vacation actually worked at the employee's choice, subject to notification of the Town Supervisor.

18.8 Clerk to the Supervisor and Assessor will be granted paid leave days not to exceed three (3) days (Day = 6 hours) for attendance at meetings which take place outside normal working hours, for which their attendance is mandatory and the meeting is not listed in their job description.

18.9 Any other employee may present a written request to the Town Board with a record and/or log signed by the employee's immediate supervisor attesting to that employee's performance of additional work outside of normal business hours. No employee shall receive more than three (3) days (Day = 6 hours) of additional paid leave pursuant to paragraph 18.8. Additional paid leave shall be granted in the sole discretion of the Supervisor and/or Deputy Supervisor. All leave granted under this Article shall only be used after prior approval of the Supervisor and/or Deputy Supervisor.

18.10 Part-time employees will be granted fifteen vacation hours per year.

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18.11 An employee who terminates his/her employment (except as described in Article 9, subsection 9.2) shall be paid in full for all earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

ARTICLE 19: SICK LEAVE

19.1 Employees shall be permitted to accumulate sick leave at the rate of one (1) day per month, of each month of continuous employment subject to the limitations contained in Section 19.2 of this Article.

19.2 Employees may accumulate a maximum of one hundred sixty-five (165) sick days total during the life of this contract.

19.3 The Employer may require a physician's statement if an employee is out sick more than three (3) consecutive days.

19.4 Employees upon retirement or changing positions within the Town of Potsdam's employment which no longer constitutes accumulating sick time, shall be paid one hundred (100) days of his/her accumulated sick time to be paid in full.

19.5 If an employee dies while employed as a full time employee of the Town of Potsdam, the designated beneficiary of said employee shall be entitled to receive the deceased employee's accumulated sick time pay. Designated beneficiary shall mean only spouse and/or children. No other beneficiary will be accepted.

19.6 Part-time employees will be granted fifteen (15) hours per year of paid sick time. A part-time employee is entitled to the sick time benefit after one (1) month of employment with the employer.

ARTICLE 20: HEALTH AND HOSPITAL

20.1 The Town agrees to participate in the New York State Teamsters Council Health and Hospital Fund insurance with the following coverage: Supreme Medical/RX; Dental-Option 1; Vision for all the employees and will pay one-hundred percent (100%) of the premium for coverage, single and/or family. The Town agrees to sign the standard fund participation agreement.

20.2 New employees hired after 1/1/98 will be covered one-hundred percent (100%) of the premium for single coverage.

20.3 New employees hired after 1/1/98 will pay fifteen (15%) percent of the cost of the difference between a single coverage and a two-person coverage and will pay twenty (20%) percent of the cost of the difference between a single coverage and a family coverage. New employees hired after 1/1/98 will have the option of coverage as stated above and/or the option of not participating in the

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insurance program. If a new employee opts not to participate, said employee will be paid one-thousand (\$1,000.00) dollars as a buy out at the beginning of each year and will be allowed the ability to participate in the insurance program in the succeeding year during March and November which are the enrollment months.

20.4 Part-Time Insurance

The Town of Potsdam will pay fifty (50) percent of the premium for single coverage for part-time employees.

20.5 Retirees Insurance

The Town of Potsdam will pay fifty (50) percent of the premium of single coverage for retirees.

ARTICLE 21: PENSION AND RETIREMENT

It is agreed that the Employer will continue in effect and pay their full cost to the New York State Retirement Plan subject to State Law requirements.

ARTICLE 22: FUNERAL LEAVE

In the event of a death in an employee's immediate family, namely; spouse, children, grandchildren, parents, brothers, sisters, employee's grandparents, and current in-laws of the employee, the employee shall be paid in full for time lost, but not to exceed three (3) working days.

One (1) day of funeral leave shall be granted for death's occurring to employee's significant other, domestic partner, nieces, nephews and step-children. Any further leave for significant other, domestic partner, nieces, nephews and step-children shall be in the sole discretion of the Town Supervisor.

Part-time employees will be allowed up to three (3) paid days for absence due to a death in the family as defined above. The three (3) paid days will not exceed nine (9) hours of paid time based on the average of working three (3) hours per day.

ARTICLE 23: EXTRA CONTRACT AGREEMENTS

The employer agrees not to enter into any agreement or contract with their employees covered under this Agreement, 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.

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ARTICLE 24: PERSONAL BUSINESS TIME

24.1 Every employee shall be entitled to not more than a total of five (5) personal business days per year.

24.2 If personal time is not used, three (3) days will go into accumulated sick leave.

24.3 Part-time employees have fifteen (15) hours personal business time per year.

ARTICLE 25: CREDIT UNION

The employer agrees to make payroll and credit union deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made.

ARTICLE 26: WAGES AND HOURS OF WORK

26.1 The following shall be the classifications and wage rates to be paid, effective on the dates indicated:

Effective	1/1/10	1/1/11	1/1/12
Clerk to the Supervisor	35,715.97	37,015.97	38,315.97
Deputy Town Clerk	31,297.87	32,597.87	33,897.87
Real Property Tax Service Aide	34,651.52	35,951.52	37,251.52
Clerk to the Court	30,678.59	31,978.59	33,278.59
Assessor	42,600.00	43,900.00	45,200.00
Clerk/Supervisor/Court	25,200.00	26,500.00	27,800.00
Part-time Clerk Supervisor's Office	\$11.10 hour	11.50 hour	11.90 hour
Part-time Account Clerk Justice Court	\$11.10 hour	11.50 hour	11.90 hour

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26.2 The normal full time work week of the employees covered by this agreement shall be thirty (30) hours. The work week shall be from Monday through Friday, inclusive.

26.3 All employees with one-hundred eighty (180) days or more seniority shall be guaranteed thirty (30) hours per week except in the case of an emergency, such as fire, flood, storm, explosion, and power failure and except in case of other causes not reasonably in the control of the Employer.

26.4 The Employer must give any employee being laid off one (1) weeks notice, or one (1) week's pay, after the employee has been continuously employed for a period of ninety (90) days or more, except in the case of an emergency, such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonable in the control of the Employer that may be agreed upon by the Union and the Employer.

26.5 Summer Hours: Employees will be entitled to summer hours for the months of July and August and the hours of work will be 9:00 a.m. through 4:00 p.m. Monday through Thursday and from 9:00 a.m. through 1:00 p.m. on Friday with no lunch break.

26.6 New Hires: The salary for any new employee hired by the Town of Potsdam – Office Employees shall be determined in the sole discretion of the Town Board.

ARTICLE 27: LONGEVITY

Longevity pay for the office personnel will be as follows:

For each year of service, the employee will receive \$30.00 in a check distributed annually on November 1.

In addition to the above, a one time longevity bonus shall be received by an employee after completion of the following milestones. Ten (10) of service = \$100.00, fifteen (15) years = \$150.00, twenty (20) years = \$200.00, twenty-five (25) years = \$250.00 and thirty (30) years = \$300.00. This payment shall be made congruent to other longevity payments earned.

ARTICLE 28: RECALL

Notice of recall shall be sent to the employee's address on the Employer's records and shall be sent by registered, return receipt mail. An employee who refuses recall or does not report to work within five (5) working days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Town of Potsdam.

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ARTICLE 29: EMPLOYEE'S HANDBOOK

The Town with a committee of two bargaining unit employees (the Steward and one other employee) will develop a handbook for the Town of Potsdam employees.

ARTICLE 30: DURATION AND REOPENING OF AGREEMENT

This Agreement shall continue in full force and effect from the 1st day of January, 2010, to and including the 31st day of December, 2012, and thereafter from year to year unless altered or terminated after the said period, or any aggregate period thereafter, at the option of either party, by giving a one-hundred twenty (120) day notice in writing to the other party prior to any termination date.

IN WITNESS THEREOF, we have hereunto affixed our signatures the 16 day of April, 2010.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676


Business Agent

TOWN OF POTSDAM
35 - 37 MARKET STREET
POTSDAM, NEW YORK 13676


Supervisor


Steward

MEMORANDUM of UNDERSTANDING

The parties further agree to add one (1) additional year to Margaret Brusso's seniority for her prior service with the Town of Potsdam. Any further instances of the same shall be dealt with on case by case bases.