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ORIGINAL

ARTICLES OF AGREEMENT

by and between

TRUCK DRIVERS AND HELPERS
LOCAL UNION NO. 687

14 ELM STREET
POTSDAM, NEW YORK

TOWN OF POTSDAM

35 MARKET STREET

POTSDAM, NEW YORK

Effective 1-1-2009

Expiration 12-31-2011

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PREAMBLE:

This Agreement made this 1st day of January, 2009, by and between the TOWN OF POTSDAM (hereinafter called the "Employer") and TEAMSTERS LOCAL UNION 687, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the "Union").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representatives of its Town Highway Department in work classifications covered by this Agreement for the purposes of collective bargaining.

ARTICLE 2: SAVING AND SEPARABILITY CLAUSE

If any Article or 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 a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any 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 a 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 procedure, up to the time he has been placed on the seniority list in accordance with Article 6.

3.3: 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.

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 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 seniority shall prevail at all times. In case of a layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off worker.

6.2: After Ninety (90) working days, a new employee shall be placed on the regular seniority list as of his first day of work. The calculation of working days shall be based upon twenty-two (22) working days per month excluding overtime and extra days. 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 any 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.

6.5: When the Town Highway Superintendent determines that overtime is necessary for plowing or sanding, he will offer the overtime on a rotating basis starting at the top of the seniority list.

6.6: The position of working foreman shall be subject to this article. The filling of the position of working foreman shall be by the most senior employee who is qualified to perform the job as approved and determined by the Highway Superintendent.

ARTICLE 7: JOB STEWARD

7.1: The Employer recognizes the right of the Union to designate a Steward.

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

a. The investigation and presentation of grievances in accordance with the provisions of Article 8 of this Agreement.

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

1) have been reduced by 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 the steward 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 steward) and the Town of Potsdam Highway Superintendent. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then

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

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 binding decision. In the event the losing party fails to abide by the arbitrator's 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 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) two 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 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: The term Employer as used in this Article shall be defined as meaning the Town of Potsdam Highway Superintendent.

ARTICLE 10: PHYSICAL EXAMINATION

10.1 Physical, mental and/or other examinations may be required by the Employer if in the sole discretion and judgment of the Employer, an employee is unable to adequately, safely and competently perform all of his duties in accordance with his job description. The Employer shall be required to pay for the expenses of said physical examination to the extent not covered by any health insurance program that the employee may be covered by through his employment or from any other independent source.

10.2: The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

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 full 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13: NON-DISCRIMINATION CLAUSE

13.1: The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin or age.

13.2: The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union as long as it does not interfere with the employee's duties.

ARTICLE 14: DECLARATION OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, 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 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

15.1: The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred and twenty (120) days prior to August 1 (with notice by either side to commence bargaining) for the purposes of attempting to mutually agree upon amendments to this Agreement.

15.2: 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 sixty (60) days prior to the date of the vote on the annual budget.

15.3: In the event of an impasse, the parties agree to follow the procedure of Section 209, Subdivision 3, Subsections a through f, of the Civil Service Law of the State of New York to resolve said impasse.

ARTICLE 16: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers.

ARTICLE 17: MAINTENANCE OF STANDARDS

The employer agrees that all conditions of employment in its individual operation relating to wages, hours of work, overtime differentials 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 18: HOLIDAYS

18.1: Employees shall be paid, as hereinafter provided, for New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, and Christmas Day, provided they meet all of the following eligibility rules:

a. The Employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives workman's compensation.

b. Employees who have been scheduled to work and do not report for work on the holiday are not eligible for holiday pay.

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

18.2: Eligible employees shall receive eight (8) hours' pay for each holiday specified not worked at their regular straight time hourly wage rate.

18.3: Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one-half (1-1/2X) for the hours actually worked. If an employee works on Christmas Day, the employee shall be paid double time for the hours actually worked, in addition to holiday pay.

18.4: When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday or have an additional day of vacation.

18.5: 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 purposes of this Section.

ARTICLE 19: VACATIONS

19.1: All steady employees who have been in the employ of the Employer for a period of one (1) year or more shall receive one (1) week's vacation with pay at the regular rate.

19.2: All steady employees who have been in the employ of the Employer for a period of three (3) years or more shall receive two (2) weeks vacation with pay at the regular rate.

19.3: All steady employees who have been in the employ of the Employer for a period of nine (9) years or more shall receive three (3) weeks vacation with pay at the regular rate.

19.4: All steady employees who have been in the employ of the Employer for a period of seventeen (17) years or more shall receive four (4) weeks vacation with pay at the regular rate.

19.5: All steady employees who have been in the employ of the Employer for a period of twenty-five (25) years or more shall receive five (5) weeks vacation with pay at the regular rate.

19.6: All steady employees who have been in the employ of the Employer for a period of thirty (30) years or more shall receive six (6) weeks vacation with pay at the regular rate.

19.7: Vacation choice shall be by seniority with the use of a vacation calendar filled out not later than January 1 of each year. No more than one (1) employee can be on vacation at the same time unless mutually agreed by the Highway Superintendent and the Steward, except there may be more than one (1) employee off on vacation at any one (1) time in the months of April, May, September and October, but no more than two (2). A vacation may be changed once after April 1 as long as it does not interfere with another employee's vacation and with the approval of the Town Highway Superintendent.

19.8: All steady employees will take the week of the 4th of July as one (1) week of their vacation.

19.9: An employee will receive vacation pay before going on vacation as long as it falls in the payroll period.

19.10: An employee called into work from his vacation shall be entitled to receive an eight (8) hour guarantee at the rate of time and one-half for the call-in plus 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 Highway Superintendent.

ARTICLE 20: HEALTH & HOSPITAL

20.1: Effective January 1, 2009, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sum of Two Hundred Seventy and 30/100 Dollars (\$270.30) per week for each regular employee for the period January 1, 2009 through December 31, 2009. Effective January 1, 2010, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sum of Two Hundred Ninety-Five and 30/100 Dollars (\$295.30) per week for each regular employee for the period January 1, 2010 through December 31, 2010. Effective January 1, 2011, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sum of Three Hundred Twenty-Three and 85/100 Dollars (\$323.85) per week for each regular employee for the period January 1, 2011 through December 31, 2011.

Summer and/or part-time employees of the Town of Potsdam who do not perform duties per the job descriptions in this agreement shall not be covered by the New York State Teamsters Council Health and Hospital Fund.

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

20.3: (a) The employer agrees to contribute towards the premium costs of Fifty Percent (50%) of a single coverage for an employee drawing full retirement from the age of Sixty (60) through Sixty-five (65).

(b) The employer agrees to contribute towards the premium costs of Fifty Percent (50%) of a two person and/or family coverage for an employee and dependent of an employee drawing full retirement from the age of Sixty (60) through Sixty-five (65). The dependent coverage shall only be available to those employees drawing full retirement and having a sick leave balance of at least one hundred twenty (120) days which shall be turned over to the employer without further compensation to the employee. Sick days in excess of one hundred twenty (120) days called for in this paragraph up to the limit set in paragraph 24.4 shall be paid in accordance with paragraph 24.4 of this agreement.

(c) Employees who have failed to accumulate one hundred twenty (120) days of sick leave are not eligible for the benefit for dependent coverage provided in paragraph 20.3(b) of this Article.

(d) An employee may elect to be paid for unused sick leave in accordance with Article 24 Subsection 4 of this Agreement at the time of retirement. However, that employee shall forfeit the employers contributing toward the retirees dependent health insurance premium costs as provided in Article 20 Subsection 20.3(b) of this Agreement.

(e) The contribution by the employer to the premium costs of the coverages provided in Article 20 of this Agreement shall not exceed the rate coverage offered to other employees of the employer under the employer's New York State Teamsters Health and Hospital Fund BlueCross/Blue Shield Program.

ARTICLE 21: PENSION AND RETIREMENT

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

ARTICLE 22: BEREAVEMENT LEAVE

22.1: In the event of a death in the immediate family of any employee, the employer shall pay the employee not to exceed three (3) working days for bereavement time, it being understood that "immediate family" means only father, mother, wife, husband, children, stepchildren, brothers, sisters, mother-in-law, father-in-law, member's grandparents and current in-laws of the employee.

22.2: In the event an employee needs additional time for bereavement, the employee may use personal, sick time and/or vacation time not to exceed five (5) working days with the approval of the Highway Superintendent.

ARTICLE 23: PERSONAL BUSINESS TIME

23.1: Every employee shall be entitled to not more than a total of four (4) personal business days per year for:

- a. Serious illness of parent, spouse, child, requiring attendance of the employee.
- b. Medical, eye or dental appointments which cannot be arranged on days off.
- c. Civil Court appearances.
- d. Personal situations of an urgent nature as approved by the Highway Superintendent.
- e. Two (2) days personal leave without giving a reason to the employer.

An employee will normally be required to give the Employer forty-eight (48) hours notice of his

desire to take personal business time.

23.2: Notwithstanding the foregoing, emergency personal business time may be taken with only one (1) hour's notice before the beginning of the shift. However, the employer reserves the right to be informed of the general reason for the need to take such emergency personal time.

23.3: If personal time is not used, four (4) days will go into accumulated sick leave.

ARTICLE 24: SICK LEAVE

24.1: 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 24.2 of this Article.

24.2: Employees may accumulate a maximum of two hundred (200) sick days total during the life of this contract. New employees as of January 1, 1997, may accumulate a maximum of one hundred fifty (150) sick days total during the life of this agreement.

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

24.4: Employees upon retiring after twenty (20) years of service with the Town of Potsdam shall be allowed to turn in two hundred (200) sick days if hired prior to January 1, 1997, or if hired subsequent to January 1, 1997, one hundred fifty (150) sick days of his/her accumulated sick time to be paid in full at the time of retirement unless the employee exercises his/her rights pursuant to Article 20 Subsection 20.3(b).

24.5: If an employee dies while employed as a full-time employee of the Town of Potsdam Highway Department, the designated beneficiary of said employee shall be entitled to receive the deceased employee's accumulated sick time pay.

24.6: Sick leave may be utilized for illness or injury involving an employees immediately family, defined as spouse or child, requiring the immediate attention of the employee to a limit of five (5) sick days per contract year without the consent of the Highway Superintendent. The Highway Superintendent shall have the authority to allow an employee to use more than five (5) sick days per contract year in his sole discretion.

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: JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular weekly earnings. In order to qualify for any payment by the Employer, employees must work at their assigned jobs on any regularly scheduled work day, or days, during the herein referred to jury leave period that they are not required to report for jury duty.

ARTICLE 27: WAGES AND HOURS OF WORK

27.1: The following shall be the classifications and the wage rates to be paid:

	Effective <u>1-1-2009</u>		Effective <u>1-1-2010</u>	Effective <u>1-1-2011</u>
Laborer	\$ 18.33	2 1	\$ 18.97	\$ 19.73
M.E.O.	18.80		19.46	20.24
Mechanic	19.47	1	20.15	20.96
Working Foreman	20.23	2	20.94	21.78

Wages shall be paid on a bi-weekly basis to each Town of Potsdam Highway employee.

27.2: The employees shall be guaranteed a minimum of forty (40) hours for a work week. The normal work week shall be five (5) eight (8) hour days, Monday through Friday, inclusive, for a normal forty (40) hour work week. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half (1-1/2) times the hourly rate. The normal scheduled working hours shall be 6:00 a.m. to 2:30 p.m., five (5) days a week, Monday through Friday from the first Monday following the change to standard time in October until the first Monday following the change to daylight savings time in April. The Highway Superintendent reserves the right to alter the normal scheduled working hours during this season depending on weather conditions. Employees would be required to work 5:00 a.m. to 1:30 p.m. during this change period. The Highway Superintendent shall not change the work schedule back to the normal schedule once he has made the election to change the hours to 5:00 a.m. to 1:30 p.m. From the first Monday after daylight savings time in April until the first Monday following the change to standard time in October, the normal scheduled working hours shall be 6:00 a.m. to 3:30 p.m., Monday through Thursday, and 6:00 a.m. to 10:00 a.m. on Friday.

27.3: The Employer must give all employees being laid off one (1) week's 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 case of an emergency such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

27.4: All federally or state funded employees such as CETA shall not be used for any purpose other than general labor (not to be used as equipment operators or truck drivers) and shall not replace or displace a regular employee.

27.5: All vacancies shall be filled from within the unit first, but in the event it is not, the Employer shall fill the vacancy from outside.

27.6: Employees shall be guaranteed at least three (3) hours' pay for all call-in overtime work.

27.7: No docking for a lunch break when employees have come in on overtime to plow and sand roads and have not worked over six (6) hours.

27.8: All plowing and sanding, shall be a one man operation. No employee shall be laid off or terminated as a result of all plowing and sanding being a one man operation.

27.9: An employee who works more than eleven (11) continuous hours in one day shall be entitled to one (1) hour for dinner with pay.

27.10: An employee who is required to participate in required testing by the Town of Potsdam's Drug and Alcohol Policy, hereby authorizes the Town of Potsdam, in the event that the employee fails to pay for the testing services, to withhold from the employee's wages sufficient sums to pay for all testing services.

27.11: All new employees shall be paid at the rate of seventy percent (70%) of his/her classification's hourly rate for the first six (6) months of employment, eighty percent (80%) of his/her hourly rate for said classification for the second six (6) months of employment, ninety percent (90%) of his/her hourly rate for said classification for the third six (6) months of employment, and one-hundred percent (100%) of his/her hourly rate for said classification commencing on the nineteenth (19th) month of employment with the Employer.

27.12: All new employees, including summer help, are subject to the Town of Potsdam's Drug and Alcohol Testing Policy and a Pre-Hire Test. Any employee required to pay for testing pursuant to the Town of Potsdam's Drug and Alcohol Testing Policy who refuses to pay for said testing is hereby authorizing the Town of Potsdam to recoup said testing expenses from any funds including wages, vacation pay, holiday pay, longevity pay and any other funds owed by the Town of Potsdam to said employee.

ARTICLE 28: LONGEVITY

28.1: Employees are to be paid each contract year in the first pay period in December as follows:

<u>Years of Service</u>	<u>Amount</u>
1 - 5	\$ 90.00
6 - 10	150.00
11 - 15	300.00
16 - 19	425.00
20 +	450.00

ARTICLE 29: SAFETY EQUIPMENT

29.1: Each full-time employee will be allowed One Hundred Twenty-Five and 00/100 Dollars (\$125.00) per year for safety shoes to be paid in the first pay period in January and each employee shall be required to wear safety shoes on the job at all times.

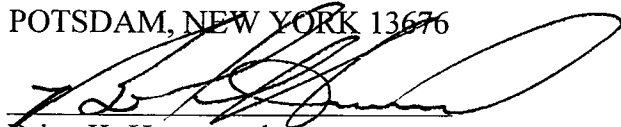
29.2: The Employer will provide one new set of prescription eye glasses to any Town Highway employee who in the course of his employment breaks or damages his eye glasses so that it is necessary that the employee secure a new pair of prescription eye glasses and the new pair of prescription eye glasses will not be covered by the employee's union insurance coverage.

ARTICLE 30: DURATION AND RE-OPENING OF AGREEMENT

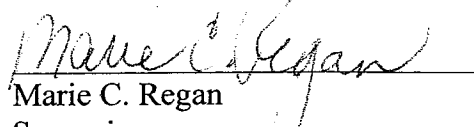
This Agreement shall continue in full force and effect from the 1st day of January, 2009, to and including the 31st day of December, 2011, and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party by giving one hundred twenty (120) days notice in writing to the other party prior to any termination date.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 22 day of October.

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14 ELM STREET
POTSDAM, NEW YORK 13676


Brian K. Hammond
Business Agent

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Marie C. Regan
Supervisor