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Contract Database Metadata Elements

Title: **Westport, Town of and Town of Westport Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2021)**

Employer Name: **Westport, Town of**

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

Local: **294**

Effective Date: **01/01/2021**

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BC/8726

AGREEMENT

BETWEEN

**TOWN OF WESTPORT
HIGHWAY DEPARTMENT**

AND

TEAMSTERS LOCAL 294

affiliated with

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS**

January 1, 2021 - December 31, 2023

TABLE OF CONTENTS

ARTICLE	PAGE
Definitions	3
Agreement	5
1. Recognition	5
2. Dues Deduction/Agency Shop	5
3. Indemnification	6
4. Compensation	6
5. Workday/Workweek	6
6. Overtime	7
7. Special Rates	7
8. Holidays	7
9. Leaves	8
10. Retirement	10
11. Health and Disability Insurance	11
12. Seniority	11
13. Grievances	12
14. Discipline and Discharge	12
15. Union Rights	13
16. Miscellaneous	14
17. Federal, State, and Local Laws	15
18. Zipper Clause	15
19. Management Rights Clause	15
20. Legislative Action	15
21. Duration	16
22. Appendix A	17
23. Appendix B	18
24. Appendix C	19
25. Appendix D	20
26. Appendix E	21

DEFINITIONS

1. "AGREEMENT" shall mean the express written provisions of this Agreement only.
2. "APPROPRIATE LEGISLATIVE BODY" shall mean the Town Board of Westport.
3. "DAYS" shall mean calendar days unless otherwise specified and when referred to under *Article 9 – Leaves* shall mean eight (8) hours at the prevailing hourly rate.
4. "DISCIPLINARY ACTION" shall mean a demotion, a find, a suspension without pay, or a discharge.
5. "DURATION" shall mean the period of time specified in this Agreement for which the provisions of the AGREEMENT are a contractual obligation of the Town.
6. "EMERGENCY" shall mean a sudden, unforeseen occurrence.
7. "EMPLOYEES" shall mean those personnel employed in the DPW full time with the job titles of MEO, HEO, and Laborer.
8. "EMPLOYER" shall mean the Town of Westport.
9. "FULL-TIME EMPLOYEES" shall mean personnel employed in the DPW who are expected to work a forty (40) hour work week.
10. "HEO" shall mean Heavy Equipment Operator.
11. "IMMEDIATE FAMILY" shall mean parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family.
12. "MEO" shall mean Motor Equipment Operator.
13. "PARTIES" shall mean the Town of Westport and the "Union" as defined herein.
14. "PAY PERIOD" shall mean a two-week period of time commencing Monday morning at 7:00 AM and concluding on Monday morning at 6:59 AM two (2) weeks hence.
15. "PREVAILING RATE" (BASE RATE) shall mean the hourly rate an employee is entitled to for work performed during normal work hours.
16. "STRIKE" shall mean any strike or concerted stoppage of work or shutdown by employees in the bargaining unit as defined by the Taylor Law.
17. "TOWN" shall mean the Town Board of the Town of Westport.
18. "UNION" shall mean the Teamsters Local 294.

19. "VOLUNTARY QUIT" shall mean the voluntary departure from employment by an employee either by resignation or by failing to report to work after three (3) days without just cause.
20. "WARNING" shall mean a written communication to an employee that the continuation of certain behavior could result in disciplinary action.
21. "WORKDAY" shall mean eight (8) hours of work in any one day ordinarily beginning at 7:00 AM and ending at 3:30 PM with ½ hours off for lunch.

AGREEMENT

THIS AGREEMENT is made by and between the TOWN OF WESTPORT (hereinafter referred to as the EMPLOYER) and TEAMSTERS LOCAL 294 (hereinafter referred to as the UNION), acting for and on behalf of the employees in the bargaining unit described in Article 1. The purposes and intent of this Agreement is to provide a fair and cooperative working relationship between the Employer and its employees in the bargaining unit for the mutual benefit of the public, the Town and its employees. In consideration of the mutual covenants contained herein, the Employer and the Union agree as follows.

ARTICLE 1 – RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for all the employees in the defined bargaining unit for the purposes of collective bargaining to the extent allowed by law. The bargaining unit is defined to consist of: All full-time employees of the DPW and Waste Water Treatment Plant, including laborers, motor equipment operators, heavy equipment operators, Waste Water Plant Operator and Assistant Waste Water Plan Operator, but excluding the DPW Superintendent and all office clerical employees.

Section 2. The Union affirms that it does not assert the right to strike against the Employer, and shall not cause, instigate, encourage, or condone any strike.

ARTICLE 2 – DUES DEDUCTION/AGENCY SHOP

Section 1. The Employer shall deduct regular monthly membership dues and other authorized deductions from the pay of any Union member covered by the Agreement upon receipt of an appropriate signed payroll deduction authorization and shall remit these deductions to the Union at least monthly in a separate check. Each check will be accompanied by a copy of the billing statement with the names checked off of those employees who had dues deducted or an agency fee withheld.

Section 2. In accord the applicable state law, the Employer agrees to deduct from the wages of each employee in the bargaining unit who is not a Union member and agency shop fee equivalent to the monthly dues uniformly required by the Union and remit these deductions to the Union at least monthly in a separate check provided, however, that this Section shall only be applicable where the Union has established and maintained a procedure providing for the refund to any agency fee payer demanding the return of any part of an agency fee deduction which represents the employee's pro rata share of expenditures by the Union in aid or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE 3 – INDEMNIFICATION

The Union agrees to indemnify and hold harmless the Town, each individual member of the Town Board and all agents and/or designees of the Town against any and all claims, costs, suits, or other forms of liability and all court costs arising as a result of deductions taken out by the Town in accordance with the terms of Article 2.

ARTICLE 4 – COMPENSATION

Section 1. Employees covered by this Agreement shall be paid in accordance with Appendix A, which is attached hereto and which is part of this Agreement.

Section 2. Employees shall receive longevity payments on his/her anniversary date in accordance with the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
5-9	\$200.00
10-14	\$400.00
15-19	\$600.00
20 and over	\$700.00

ARTICLE 5 – WORKDAY/WORKWEEK

Section 1. Ordinarily the regular workweek shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday.

Section 2. Ordinarily the hours of work shall be from 7:00 AM until 3:30 PM.

Section 3. There shall be one-half (½) hour unpaid lunch period during the regular work day.

Section 4. The pay period will begin on Monday at 7:00 Am and will be for a two (2) week period ending on Monday at 6:59 AM. The paychecks will be distributed after 7:00 AM on the Thursday following the end of each pay period.

Section 5. Employees who are temporarily assigned to fill in the Transfer Station shall not have their normal hours of work from 7:00 to 3:30 Monday through Friday as spelled out in Article 5, Section 1 adversely affected except that if said employee is required to work Saturday, he/she shall work the normal hours the Transfer Station is open (this Saturday work shall be in addition to the normal hours worked Monday through Friday).

Section 6. Waste Water Treatment Plant: Weekend Coverage of the Water Plant, an employee will be paid a flat rate equal to four (4) hours of straight time pay on Saturday and Sunday to take the necessary reading at the plant. The employee working the weekend will take either Friday or Monday off to maintain a forty-hour week. Holidays will be paid the same way the Town has been paying the Holidays, at time and one half.

- A. Wages – Plant Operator will receive HEO pay plus one dollar (\$1.00) per hour for each certification they have. Assistant Operator will receive MEO pay plus one dollar (\$1.00) per hour for each certification they have provided they have a CDL license. If they have a CDL plus experience on heavy equipment they will be paid the same as the Plant Operator. In the event they do not have a CLD they will be paid at the Laborer rate plus the certification money mentioned above.

ARTICLE 6 – OVERTIME

Section 1. Hours worked beyond forty (40) between 7:00 AM on Monday through 6:59 AM the following Monday shall be paid at time and one-half (1-1/2) the regular rate. The normal workweek of forty (40) hours shall not be diminished by the Town to avoid payment of overtime based on working in excess of eight (8) hours in any one day.

Section 2. Every reasonable effort will be made to distribute overtime on a fair and equitable basis.

ARTICLE 7 – SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for emergency call-in starting at the time the call was made.

Section 2. The Deputy DPW Superintendent shall be paid an additional \$800.00 per annum, broken down into an hourly rate increase as set forth in Appendix A.

Section 3. Full-time employees shall receive an ANSI approved footwear and clothing allowance of \$500.00 for the term of the Agreement. Payments for said allowances shall be made with one-half being paid on April 1 and one-half being paid on October 1 for each year of the contract.

Section 4. Employees who are required to work (3 hours or more) outside their normal hours of work shall continue to be allowed a one (1) hour paid meal break at the appropriate rate of pay. All hours worked outside the normal hours of work shall be paid at time and one-half.

Section 5. Employees will be allowed to accumulate up to 40 hours of comp-time, instead of overtime, at the overtime rate (Ex. 2 hours of overtime = 3 hours of comp-time). Employees choosing to use comp-time must have permission to do so. Time can be accumulated again, as long as you don't exceed 20 hours total. Unused time will be paid out at the end of the year, and not carried over.

ARTICLE 8 – HOLIDAYS

Section 1. All employees shall be granted ten (10) paid holidays to be eight (8) hours pay at the prevailing hourly rate.

New Years Day
Dr. Martin Luther King Day
President's Day
Thanksgiving Day
Christmas Day

Labor Day
Columbus Day
Veteran's Day
Independence Day
Memorial Day

The day of observance shall be the National Day of observance.

Section 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be on the following Monday.

Section 3. Employees required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for all hours worked at the prevailing hourly rate plus the holiday pay, with the exception that employees that work on Christmas or New Years before 7:00 AM or after 3:30 PM will receive Double Time Pay for all hours worked plus the Holiday Pay.

ARTICLE 9 – LEAVES

A. Vacation Leave (accruals will be granted on the employee's anniversary date).

Section 1. All employees will earn vacation leave upon completion of the following:

After 1-3 years	(7) days off each year with pay at current rate
After 4-6 years	(10) days off each year with pay at current rate
After 7-9 years	(12) days off each year with pay at current rate
After 10-12 years	(14) days off each year with pay at current rate
After 13-15 years	(16) days off each year with pay at current rate
After 16-19 years	(20) days off each year with pay at current rate
After 20 & over years	(25) days off each year with pay at current rate

Section 2. If a holiday falls within a vacation week, the holiday will not be counted as a vacation day and the vacation day will be taken on the Monday following the end of the vacation week.

Section 3. Ordinarily, vacation time is to be used within the year that it becomes available; however, do to unforeseen circumstances, there may be times when it is necessary to carry over some vacation time from one year to the next due to no fault of the employee and subject to the approval of the DPW Superintendent. In such cases, the employee may carry over up to twenty-four (24) hours of vacation time from one fiscal year to the next, provided that when said carried-over vacation is taken, it shall be paid a the rate it was earned.

Section 4. The employees may request vacation time from the DPW Superintendent specifying when the employee desires to take a vacation and the DPW Superintendent will grant such request to the extent feasible. All vacations must be mutually agreed between the DPW Superintendent and the employee when it will be taken. Vacations must be taken the year earned except as stated in Section 3. Employees on vacation will receive their vacation pay at the same time they would if they were working.

Section 5. New employees shall be entitled to vacation after the anniversary date of their first year of employment.

Section 6. Any employee who retires, quits, or is discharged prior to their anniversary date shall be entitled to vacation pay earned on a pro-rata basis, provided he/she has been employed for one (1) full year. The employee will be paid at the next pay period following his/her leaving his/her employment.

B. SICK LEAVE

Section 1. Absence from duty by an employee by reason of illness or disability shall be allowed. Absence for such reason shall be considered and known as sick leave. In addition, sick leave may be utilized for emergency illness or injury in the immediate family that requires the presence of the employee.

Section 2. Sick leave shall be earned at the rate of one and one-half days per month. An employee having worked through the 15th day of the month shall be entitled to credit for that month.

Section 3. It is understood that any employee claiming sick leave under false pretenses may be subject to disciplinary action up to and including dismissal.

Section 4. The DPW Superintendent may require a physician's certificate or other acceptable medical evidence for any absence. In this case the examination will be paid by the Town provided the illness is justifiable.

Section 5. The number of unused sick days which an employee may accumulate will be 225 days. Employees shall be entitled to count accumulated but unused sick leave as time worked for purposes of retirement and Section 41j of the New York State Retirement System shall apply

Section 6. Sick leave shall be taken in one (1) day, ½ day, or one hour increments.

Section 7. When an illness or disability is five (5) days or longer, a physician's certificate will be required (this requirement is waived when an employee is confined to a hospital). Such certificate shall state the expected date of return to work. The DPW Superintendent may require an examination by a physician of his own choosing to determine if the employee is able to return to work. This will be paid for by the Town.

Section 8. In instances where an employee was injured off the job and is receiving "Off The Job Disability" benefits, that employee shall not be entitled to utilize accumulated sick leave unless said employee turn over to the Town the benefits received from the New York State Disability Plan

Section 9. Agreement that on a case by case basis, employees will be able to donate sick and personal time voluntarily to another employee. If they choose to donate said time, it shall be non- precedent setting. This will be allowable only in case of an employee facing hardship due to a major illness or accident.

C. PERSONAL LEAVE

Section 1. It is the purpose of this provision to provide employees time off for the purpose of conducting personal matters.

Section 2. All permanent employees shall be eligible for up to five (5) personal days per calendar year. The employee must give twenty-four hours notice of his/her intent to utilize personal leave, except in the case of an emergency, and the use of such leave is subject to approval of the DPW Superintendent. If an employee fails to use his/her personal days, all unused days shall be added to the employee's accumulated sick leave at the end of the calendar year.

D. BEREAVEMENT LEAVE

In the event of death in an employee's immediate family, employees shall be entitled to a maximum of up to three (3) working days off with pay to attend the funeral.

ARTICLE 10 – RETIREMENT

The Employer agrees to provide pension and retirement benefits for all bargaining unit employees through the New York State Retirement plan, Section 75 (I).

Section 1. Employees will have Health Insurance provided by the Town and paid for by the Town during their retirement to age 65. Upon reaching the age of 65, the retiree will then go on Medicare. The Town will then pay for Medicare Supplemental Insurance for the rest of the employee's life. In the event the employee is survived by his/her spouse, his/her spouse will receive the benefit that is presently being paid for by the town based on the schedule and limitations listed below. Upon retirement the town shall pay 35% of the cost of the spouse's health insurance premium. Upon retirement the Town shall pay the retiree \$10.00 monthly for every 150 hours of sick time accumulated till the age of Medicare (65). Example, If the retiree has 1500 hours of sick time they will receive \$100.00 a month to offset health insurance cost till the age of 65 (Medicare).

Schedule for Employees:

At least 20 years of active service: Town pays 90%, Employee pays 10%

This schedule will be applied to both the cost of Insurance before and after age 65.

ARTICLE 11 – HEALTH AND DISABILITY INSURANCE

Section 1. The Town will participate in the health insurance plan of its choice. This plan will provide Medical, Major Medical, Prescription Drug, Dental, and Vision Coverage. If the Town changes Health Insurance plans, it shall be substantially equivalent or comparable to the current plan the town provides for the bargaining unit. The Town will no longer reimburse for prescription drug co-pays. Any employee who is hired after January 1, 2012 shall contribute \$2,600.00 of the cost of their health insurance premiums for the Family plan or 10% of the plan they sign up for at the time of accepting insurance. All employees hired prior to January 1, 2012 shall contribute toward the Health Plan as follows:

2021	\$800.00 annually
2022	\$800.00 annually
2023	\$800.00 annually

The above mentioned contribution shall remain in effect through the life of this Agreement.

Section 2. If the Town decides to change the comparable health plan, said plan shall have pre-existing conditions as a covered benefit.

Section 3. The Town and the Union agree to create a health committee consisting of two (2) union members and two (2) members appointed by the Town Board. Said committee shall have the power to appoint a third party professional to explain benefits and comparability.

Section 4. There will be a \$2,5000 Buy-Out option for employees who choose not to take the Health Insurance Coverage. When there is a married couple working for the Town and being offered the Health Insurance, only one employee/spouse must take insurance, however said employee/spouse who elects not to take insurance will not be eligible for the annual buyout in this section.

ARTICLE 12 – SENIORITY

Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased within one (1) year, the Town will notify the laid off employee(s) by certified mail of the recall and the employee(s) will have seven (7) calendar days to respond in order to be entitled to recall. The employees

are to be returned to work in reverse order in which they were laid off. An employee who voluntarily quits the job or is discharged loses all seniority rights. An employee laid off for a period in excess of one (1) year shall lose seniority rights. An employee who has an on-the-job injury and is receiving workers' compensation shall not lose seniority rights unless the time lost exceeds twelve (12) months. An employee absent from work without cause shall not accrue seniority.

ARTICLE 13 – GRIEVANCES

The parties to this Agreement are committed to the resolution of alleged grievances at the earliest possible opportunity and at the least formal level. The parties further share the goal of resolving alleged grievances before resorting to the formal steps of this Grievance Procedure. When an employee or the Union believes a grievance exists, it should immediately be brought to the attention of the DPW Superintendent and an effort should be made to resolve the matter informally. If the matter is not resolved, then this procedure may be utilized to obtain resolution.

Section 1. A grievance is a dispute concerning the interpretation, application, or enforcement of the specific terms of this Agreement or any rights claimed to exist under those terms.

Section 2. The sole and exclusive means procedure for resolving and grievances shall be as follows:

Step 1. The aggrieved employee or employees or the Job Steward of the Union shall present the grievance, in writing, to the Highway Superintendent within seven (7) calendar days after the reason for the grievance has become known. The parties shall attempt to resolve the grievance with the DPW Superintendent.

Step 2. If the grievance is not resolved at Step 1 within ten (10) calendar days, the Union may appeal the grievance to a panel made up of the DPW Superintendent, the Town Supervisor or his/her designee, and one or more members of the Town Board selected by the Town Supervisor. The Panel will hold a hearing within twenty (20) calendar days from the receipt of the appeal and issue a written decision within ten (10) calendar days from the date of the hearing.

Step 3. If the Union is dissatisfied with the disposition made by the Panel or if the Panel fails to meet with the Union or answer the grievance as require by Step 2, the Union may submit the grievance to arbitration in accordance with Part 207 of the Rules of Procedure of the New York State Public Employment Relations Board by making a demand for arbitration as provided by Section 207.4 of those Rules within twenty (20) calendar days of the Panel's decision or failure to act. The parties incorporate Section 207 of the Rules of Procedure by reference into this Agreement. The parties agree that any award issued in accordance with Part

207 shall be final and binding to the full extent allowed by law. The cost of arbitration shall be shared equally by the parties.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent upon the satisfactory completion of six (6) months continuous service. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. The Union and the Employer agree that certain behavior on the part of an employee is intolerable and could result in immediate discharge. Examples of such behavior, but not all inclusive, are as follows:

- a. Failure to comply with a direct order
- b. Appearing at the work site under the influence of alcohol or drugs
- c. Theft
- d. Unauthorized use of Town vehicles
- e. Willful destruction of Town property
- f. Disorderly conduct
- g. Falsifying work records
- h. Use of physical force against an employee, supervisor, or Town official
- i. Failure to report an accident on the job or a personal injury on the job
- j. Driving or otherwise operating Town vehicles and/or equipment without appropriate authorization or appropriate license.
- k. Responsible for a major accident while using Town equipment or vehicles.
- l. Driving in violation of the New York State Traffic Vehicle Law.
- m. Neglect of job responsibilities which results in actual or potential danger to a co-worker or any other individual.

Section 3. Other behavior that could lead to discharge is as follows:

- n. Excessive absenteeism
- o. Excessive tardiness
- p. Neglect of job responsibilities
- q. Failure to perform normal and regular assigned duties
- r. Use of loud and abusive language on the job
- s. Misuse of Town equipment or vehicles
- t. Driving or using Town vehicles or equipment in an inappropriate manner
- u. Failure to report to work in a reasonable time following a call-in
- v. Failure to report to work as scheduled without reasonable cause

With regard to Section 3 above, warning notices or letters of investigation shall be issued no later than ten (10) calendar days from the date the company became aware of the incident giving rise to the discipline.

ARTICLE 15- UNION RIGHTS

Section 1. The Employer recognizes the right of designated representatives of the Union to represent bargaining unit employees in exercising their rights under this Agreement and shall not interfere in the exercise of those right so long as it does not interfere with the carrying out of an employee's job responsibilities.

Section 2. The Union shall have the right to post non-inflammatory notices and other communications on bulletin boards maintained on the premises and facilities of the Employer.

Section 3. The Employer recognizes the right of the Union to designate on Job Steward and one alternate Job Steward, to act in absence of the Job Steward, from any of the permanent employees in the bargaining unit. The Job Steward or alternate Job Steward shall be permitted a reasonable amount of time, free from their regular duties, to adjust grievances or assist in the administration of this Agreement, subject to approval of the Highway Superintendent or his designated representative.

Section 4. The Employer and the Union shall not discriminate against any employee because of the employee's membership or non membership activities or because the employee attempts in good faith to assert rights under this Agreement or participate in filing or prosecuting any grievance or other complaint against the Employer or the Union.

ARTICLE 16 – MISCELLANEOUS

Section 1. The Union recognizes the right of the Employer to hire seasonal employees. However, it is understood that permanent employees shall be accorded preferred consideration in regard to the assignment of work and overtime and that no permanent employee shall lose regular full-time work because of the employment of any seasonal employee.

Section 2. The Employer shall not enter into any individual agreement with an employee over terms and conditions of employment without the written consent of an authorized union representative. Any agreements that do not satisfy this requirement shall be deemed null and void.

Section 3. The Employer and the Union agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability, or handicap.

Section 4. Qualified full-time employees may apply for any new job classification or operation of work performed by the Highway Department. When more than one

candidate applies for the same position, if, in the judgement of the Highway Superintendent, candidates are equally qualified, then seniority shall prevail.

Section 5. All full-time employees shall be afforded the opportunity for any new job classification or operation of work performed by the Highway Department.

Section 6. At least two (2) employees shall be present for the use of a chainsaw.

Section 7. Job Descriptions for HEO, MEO, and Laborer are attached as Appendices B, C, and D.

ARTICLE 17 – FEDERAL, STATE, AND LOCAL LAWS

Section 1. This Agreement shall be subject to all applicable federal, state, and local laws, and any terms of this Agreement which are not consistent with, or do not conform to, any federal, state, or local laws shall be deemed null and void.

Section 2. If any Article or part of this Agreement should be found to violate any federal, state, or local law, or, if adherence to or enforcement of any Article or part of the Agreement should be restrained by court of law, the remaining Articles or parts thereof, shall not be affected.

ARTICLE 18 – ZIPPER CLAUSE

This Agreement is not subject to amendment, alteration, or addition except by a subsequent written agreement between and executed by the Town and the Union. The waiver or any breach, term, or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereof. The Union acknowledges that during the negotiations that resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals respecting mandatory subjects of negotiation and the agreements herein set forth were arrived at after the full exercise of that right and opportunity. It is further understood and agreed that for the term of this Agreement, the Union and the Town will not engage in any further negotiations except on the mutual consent of the parties.

ARTICLE 19 – MANAGEMENT RIGHT CLAUSE

It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rule or regulations of administrative agencies with jurisdiction, all of the authority, powers, rights, and responsibilities conferred upon and vested in it and its officials by law, ordinance or applicable administrative rule or regulation and to take whatever actions it deems necessary to carry out its responsibilities.

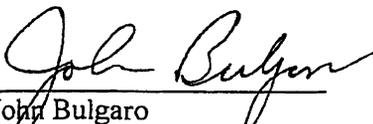
ARTICLE 20 – LEGISLATIVE ACTION

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

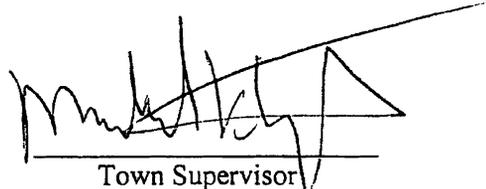
THE TERMS AND CONDITIONS OF THIS CONTRACT CAN ONLY BE EXCEEDED BY AGREEMENT WITH THE APPROPRIATE LEGISLATIVE BODY AND TEAMSTERS LOCAL 294

ARTICLE 21 – DURATION

This Agreement shall be effective from January 1, 2018 through December 31, 2020. The parties agree to meet and confer for the purpose of negotiating a successor Agreement at the request of either party during the six month period prior to the expiration of this Agreement.



John Bulgaro
President and PEO



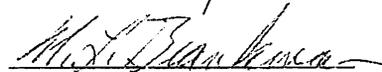
Town Supervisor



Councilperson



Rocco A. Losavio
Business Agent

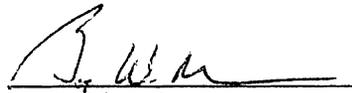


Councilperson

Date: 11/13/20



Councilperson



Councilperson

Date:

APPENDIX A
(3% increase each year of contract)

WAGE RATES

HEO

Effective Date	Rate of Pay
1/1/2021	\$18.96
1/1/2022	\$19.52
1/1/2023	\$20.11

MEO

Effective Date	Rate of Pay
1/1/2021	\$17.38
1/1/2022	\$17.90
1/1/2023	\$18.43

MEO Trainee

Effective Date	Rate of Pay
1/1/2021	\$16.58
1/1/2022	\$17.07
1/1/2020	\$17.58

LABORER

Effective Date	Rate of Pay
1/1/2021	\$16.28
1/1/2022	\$16.76
1/1/2023	\$17.26

DEPUTY HIGHWAY SUPERINTENDENT

The hourly rate for the Deputy DPW Superintendent shall be \$0.36 above his prevailing hourly rate.

APPENDIX B

LABORER

General Statement of Duties: Operates light duty motorized equipment. Performs a variety of manual tasks and works as a team member.

Distinguishing Features of the Class: Work involves the responsibility for the safe and efficient operation of light duty motorized equipment used for community upkeep.

Examples of Work: Operates light duty truck to plow snow from bridges, parking lots, and access roads. Also, to carry tools and run errands. The employee performs semi-skilled manual tasks, cuts grass, rakes, shovels, etc.

Required Knowledge, Skills, and Abilities: Good knowledge of the operation and care of light duty motorized equipment. An ability to understand and carry out oral or written instructions. Good physical condition.

Employee must be safety conscious at all times.

Acceptable Experience and Training: Two years experience in the operation of light duty motorized equipment or an equivalent combination of experience and training.

Special Requirements for Acceptance of Applications: Current eligibility for an "appropriate" New York State Driver's License in the classification as required by law.

APPENDIX C

MOTOR EQUIPMENT OPERATOR

General Statement of Duties: Operates several types of motorized equipment. Performs a variety of manual tasks in connection with such operation and works as a team member.

Distinguishing Features of the Class: Work involves responsibility for the safe and efficient operation and care of moderately complex motor equipment in the performance of assigned tasks. An employee in this class is required to perform recurring manual duties.

Examples of Work: Operates a truck in connection with hauling or material for road construction and repair; to transport workmen, tools, and other equipment; on special assignment, may be required to operate a snow plow or related snow removal equipment; a bull dozer, grader, power shovel, backhoe, or other motor equipment; services assigned equipment and maintains it in clean condition; performs minor mechanical repairs on automotive equipment; loads and unloads trucks; performs a variety of manual tasks, such as, but not limited to, cleaning culverts, shoveling snow, painting, and community maintenance work.

Required Knowledge, Skills, and Abilities: Good knowledge of the operation of trucks, tractors, and other type of motorized equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude; industry and dependability; good physical condition.

Employee must be safety conscious at all times.

Acceptable Experience and Training: Two (2) years experience in the operation of some type of motorized equipment, or an equivalent combination of experience and training.

Special Requirements for Acceptance of Applications: Current eligibility for an “appropriate” New York State Driver’s License in the classification as required by law.

APPENDIX D

HEAVY EQUIPMENT OPERATOR

General Statement of Duties: Operates, cleans, and services various types of motor equipment. Performs a variety of manual tasks in connection with such operations; does related work required; and works as a team member.

Distinguishing Features of the Class: Work involves responsibility for the safe and efficient operation of one or more types of specialized heavy automotive equipment used in maintenance or construction projects. Greater skill is required than in the operation of other types of equipment and there is greater responsibility for the safety of others. An employee is also responsible for making minor repairs and for ordinary servicing to the equipment. The incumbent does related work as required.

Examples of Work: Operates truck, backhoe, bull dozer, power grader, roller, loader, tractor, and all Highway Department equipment. Operates snow plow equipment in the cleaning of roads; operates heavy equipment for cutting and filling; removes stumps; strips gravel pits and related Highway Department tasks; performs maintenance and repair work on equipment; loads and unloads vehicles; performs a variety of manual tasks such as, but not limited to, cleaning culverts, shoveling snow, painting, and community maintenance work.

Required Knowledge, Skills, and Abilities: Good knowledge of the operation and maintenance of heavy motor equipment; ability to service and make minor repairs and adjustments to equipment; ability to understand and carry out oral and written instructions; mechanical aptitude; dependability; good physical condition.

Employee must be safety conscious at all times.

Acceptable Experience and Training: Three (3) years experience in the operation of specialized or heavy motor equipment or eight (8) years experience in the operation of motor equipment

Special Requirements for Acceptance of Applications: Current eligibility for an "appropriate" New York State Driver's License in the classification as required by law and a Commercial Driver's License.

APPENDIX E

MOTOR EQUIPMENT OPERATOR TRAINEE

This is a trainee position allowing incumbents that have the appropriate class CDL License to gain the experience required to qualify for a Motor Equipment Operator position. The trainee position is for a one-year term during which time the incumbent learns the essential duties and responsibilities of a Motor Equipment Operator. Upon successful completion of the training period, the incumbent's position will be reclassified to a Motor Equipment Operator.