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#### **Contract Database Metadata Elements**

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Union: **International Brotherhood of Teamsters (IBT)**

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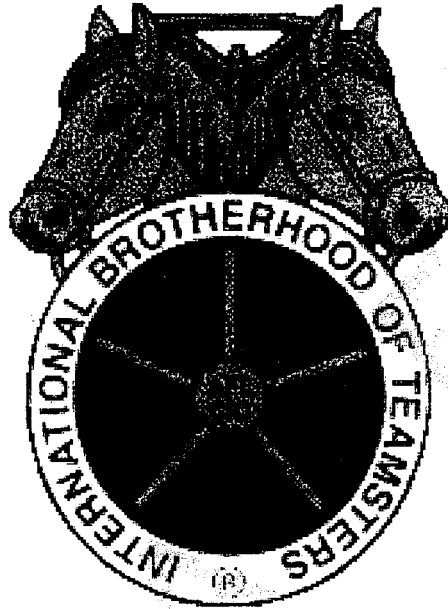
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*COLLECTIVE BARGAINING AGREEMENT*



**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
JUL 02 2007  
ADMINISTRATION

*TOWN OF SAUGERTIES on Behalf of the  
SAUGERTIES HIGHWAY DEPARTMENT*

*AND*

*INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
LOCAL UNION NO. 445*

**RECEIVED**

JUL 05 2007

NYS PUBLIC EMPLOYMENT RELATIONS BOARD *JANUARY 1, 2005 – DECEMBER 31, 2007*

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	Condition and Scope of Agreement .....1
ARTICLE II	Union Security .....2
ARTICLE III	General Conditions of Employment, Including Seniority, Layoff & Recall, Maintenance of Standards and Probation .....3
ARTICLE IV	Prohibition of Strikes .....4
ARTICLE V	Resolution of Deadlocks in Collective Bargaining .....5
ARTICLE VI	Grievance Procedure .....5
ARTICLE VII	Separation From Employment – Retirement .....5
ARTICLE VIII	Equipment .....6
ARTICLE IX	Uniforms .....7
ARTICLE X	Pay Period .....7
ARTICLE XI	Job Duties and Classification .....7
ARTICLE XII	Vacations .....8
ARTICLE XIII	Holidays .....9
ARTICLE XIV	Sick Leave .....9
ARTICLE XV	Bereavement Leave .....10
ARTICLE XVI	Personal Leave .....10
ARTICLE XVII	Meal Allowance and Lodging Expenses .....10
ARTICLE XVIII	Insurance .....11
ARTICLE XIX	Work Day and Work Week .....12

ARTICLE XX	Wages .....	13
ARTICLE XXI	Description of Department Supervisor .....	14
ARTICLE XXII	Adoption of By-Laws .....	14
ARTICLE XXIII	Workmen’s Compensation Payments .....	15
ARTICLE XXIV	Jury Duty .....	15
ARTICLE XXV	Controlled Substances & Alcohol Use Testing.....	15
ARTICLE XXVI	Duration Clause .....	16
ARTICLE XXVII	Legislative Action.....	16
ARTICLE XXVIII	Management Rights .....	16
ARTICLE XXIX	Zipper Clause .....	16
SCHEDULE “A”	Grievance Procedure.....	17
	Basic Principles.....	17
	Procedures.....	17
SCHEDULE “B”	Job Duties and Classifications	
	1. Heavy Equipment Operator .....	18
	2. Laborer.....	19
	3. Motor Equipment Operator.....	20
	4. Automotive Mechanic.....	21
ADDENDUM TO CONTRACT .....		22
ADOPTION/SIGNATURE PAGE.....		23

**ARTICLE I**  
**CONDITION AND SCOPE OF AGREEMENT**

A. The Town of Saugerties, on behalf of the Saugerties Highway Department, hereafter known as the "Employer" consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and members of the Saugerties Highway Department, which will enhance the working program of the Saugerties Highway Department, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

B. To assure equitable treatment of its employees herein, pursuant to the Laws of the State of New York, and the rules, regulations, and policies of the Employer, which Laws, rules and regulations and policies shall be subject to the grievance procedure of this Agreement.

C. Hereby agrees to recognize Teamsters Local Union No. 445, I.B.T., located at Box 2097, Newburgh, New York, 12550, as the sole and exclusive bargaining representative of:

All Highway employees of the Employer, excluding the Superintendent of Highways, official clerical employees, guards and supervisors.

With regard to rates of pay, wages, hours of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

Supervisors shall not perform work of members of the bargaining unit except in the event of an emergency.

D. Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment so long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.
4. Any changes or modifications in the terms of conditions of employment of said employee are made only through negotiations with approval of the Union.

## ARTICLE II UNION SECURITY

A. **Hiring Additional Personnel:** When new Employees are to be hired, the Local Union, as well as other sources will be afforded the opportunity to send applicants for the job(s) and said job(s) considerations shall be given to Union applicant(s) as well as from other sources. The final judgment in passing upon the qualifications of applicants shall be made by the town of Saugerties or its duly authorized representative.

B. **Check-off of Dues:** The Employer agrees to deduct from all regular employees who are Union members, covered by this Agreement, dues of the Local Union, and agree to remit same to said Local Union, all such deductions at the end of each month for which said deductions are made. Written authorization by the Employee is to be furnished in the form approved by the Employer.

C. **Maximum Union Security:** In the event that the current laws are repealed or modified so as to permit greater Union security that is contained in this Agreement, it shall be the subject of negotiations at the expiration of this Agreement.

D. **Stewards:** The Employer recognizes the right of the Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such message and information which shall originate with and are authorized by the Union or its officers, provided such message and information:
  - a. have been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

Stewards shall be granted super-seniority for all purposes including layoff, rehire and job preferences, provided they are qualified.

It is not intended by the parties that any provisions hereof conflict with exiting law or the rules and regulations of the Civil Service Commission of the State of New York. Should any conflict arise, such provisions shall be modified to conform with the applicable law, rule, or regulation.

No Steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled driving job.

An Employee designated by the Union as Shop Steward shall be given reasonable time during the working hours to process employee grievances. Such time shall not exceed two (2) hours in any working day.

E. **Agency Shop:** Under the Taylor Law, membership in this Local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in this Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

Membership in the Local Union is separate, apart and distinct from the assumption by one of his equal obligations to the extent he receives equal benefits. The Local Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Local Union.

Accordingly, it is fair that each employee in the bargaining unit pay his fair share of the obligation along with the grant of equal benefits contained in this Agreement.

**ARTICLE III**  
**GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING**  
**SENIORITY AND LAYOFF AND RECALL, AND MAINTENANCE**  
**OF STANDARDS AND PROBATION**

A. **Seniority:** Seniority shall prevail in that the Employer recognizes the general principle that senior employees have preference of employment and promotional opportunity for non-competitive jobs and choose their shifts and the work at the job for which pay is highest, provided such employees are qualified for such work.

Employees shall be placed on the seniority list after thirty (30) days of employment of his first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

B. **Loss of Seniority:** Seniority shall be broken only by:

- a. Lawful discharge, and
- b. Voluntary quit

C. **Layoff and Recall:**

1. When it becomes necessary to reduce the working force, the last man on the seniority list should be laid off first, and when the force is again increased, the men are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the Employee.

Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the Employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement, and he shall be considered as a voluntary quit.

3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

4. There shall be no use of alcoholic beverages during working hours. Violations will result in a five (5) day suspension without pay, not chargeable to sick leave. Proven drunkenness or use of drugs shall be cause for discharge. Please see Article XXV – Controlled Substances & Alcohol Use and Testing.

5. There shall be no firearms carried into Town vehicles during working hours.

D. **Maintenance of Standards:** The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standard in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

E. **Probation Period:** There will be a 90-day probationary period for all new employees.

#### **ARTICLE IV PROBATION OF STRIKES**

Neither the Union or any of its members covered hereunder shall engage in a strike action against the Public Employer herein, nor instigate, encourage nor condone such strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.



**ARTICLE V**  
**RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING**

A. The parties agree to conduct meetings for the purpose of collective bargaining during the period of 120 days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this Agreement.

B. The parties 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 annual budget submission date.

C. In the event of an impasse as defined in the Civil Service Law, Article 14, or any rule or regulation of New York of New York State Public Employment Relations Board, both parties agree to submit to the procedure of said Board in seeking a resolution thereof.

D. The Union agrees to submit its proposal for a new collective bargaining agreement on or before **July 1, 2007**, to the Saugerties Town Board in order that it may be included in the new budget proposal.

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which is attached hereto and made a part hereof.

**ARTICLE VII**  
**SEPARATION FROM EMPLOYMENT - RETIREMENT**

A. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day in the week following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.

B. **Retirement.** All monies due at the time of Retirement will be paid with a lump-sum check. No time should be drawn out and used on a day-to-day basis. All monies include accumulated time, vacation, personal days, sick days, birthdays and longevity. Retiring employees will receive a check for all money due to him/her at retirement.

## **ARTICLE VIII EQUIPMENT**

### **A. Defective Equipment.**

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law.

It shall not be a violation of this Agreement where such employee refuses to operate such equipment unless refusal is unjustified.

2. All equipment which is, in the judgment of a competent mechanic, not mechanically sound or is unsafe, shall be appropriately tagged to that it cannot be used by other employees until repaired. When the mechanic is not available, the Supervisor of the Highway Department may go from the department to an outside mechanic. In no event shall an outside mechanic perform the work heretofore done by the mechanical department of the Employer.

3. Under no circumstances will an employee be required to or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

### **B. Reports.**

Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

### **C. Vehicle and Traffic Law Violations.**

Employer agrees to reimburse employee for payment of fines levied against an employee for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his assigned vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual.

Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

**ARTICLE IX  
UNIFORMS**

A. Protective clothing will be furnished by the Employer to the employee in performing duties under conditions which might incur serious soiling or damage to their own personal clothing. The Town agrees to provide the shop personnel with four (4) changes of uniforms. The Town agrees to provide mechanics five (5) changes of uniforms on a daily basis.

B. An adequate number of boots and foul weather gear will be maintained by the Employer for the use of the employees in emergency situations. The Town agrees to budget \$1,300.00 for the term of this Agreement for the purchase of reflective foul weather gear.

C. The Employer will provide a one hundred thirty dollar (\$130.00) safety shoe allowance each year for which a receipt must be turned in to the Employer. Employees may, at their option, use this allowance for work boots, unless safety shoes are required by OSHA, then said work boots will not be allowed. Effective January 1, 2003, the shoe allowance shall be increased to \$140.00 each year of the Agreement.

D. The Employer shall supply nine (9) 100% cotton safety tee-shirts per year. The Employer shall provide nine (9) pairs of work pants and shirts per year. The Employer shall supply one (1) orange, insulated, hooded sweatshirt per year.

E. The Town agrees to provide one hundred dollars (\$100.00) per employee for the purchase of a winter coat during the term of the Agreement.

**ARTICLE X  
PAY PERIOD**

A. All employees covered hereunder shall be paid in full weekly. When the regular pay day falls on a holiday, the Employer shall pay the employee on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

**ARTICLE XI  
JOB DUTIES AND CLASSIFICATIONS**

A. An employee in one job classification may be used in another job classification or division, only if no work opportunities are lost by men normally performing work in that job classification or division to which he is transferred.

B. It is hereby agreed that the Employer and the Union shall, by continued discussions, draft a mutually agreement description of a general statement of the duties of

the employees in the bargaining unit. Said statement of duties, when mutually agreed upon, shall be attached hereto and made a part hereof and distributed to all employees covered hereunder.

C. An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing the assigned duties provided such damage does not result from a willful, destructive act.

D. No employee will be paid at the rate lower than his primary classification. When an employee is assigned to work in a higher classification, he will be paid at the higher classification rate.

## **ARTICLE XII VACATIONS**

Employees shall receive paid vacations as follows:

1 year but less than 5 years	2 weeks
5 years but less than 12 years	3 weeks
7 years but less than 12 years	3 weeks and 3 days
12 years but less than 20 years	4 weeks
16 years but less than 20 years	4 weeks and 3 days

20 years but less than 26 years will receive four (4) additional days vacation. Said employees would be permitted to use three (3) of their personal days consecutive with the four (4) additional vacation days.

26 years will receive five (5) weeks vacation.

31 years and over will receive five (5) weeks plus their six (6) personal days.

Single Vacation Days will be allowed subject to twenty-four (24) hour prior approval by the Superintendent of Highways.

Vacation eligibility shall be determined consistent with the employee's date of employment. Newly hired employees, however, shall work from date of hire to first anniversary date of hire in order to be eligible for vacations and must work a total of 1040 hours in the vacation year. Time lost because of illness shall be included in the computation of the 1040 hours.

**ARTICLE XIII  
HOLIDAYS**

A. All Employees covered hereunder shall be entitled to the following holidays, irrespective of the date of the week in which they fall:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
Washington's Birthday	Thanksgiving Day
Lincoln's Birthday	Friday after Thanksgiving
Good Friday	Veterans Day
Memorial Day	Christmas Day
Labor Day	Employee's Birthday
Independence Day	

B. **Holiday Pay: Christmas Eve, Christmas, New Year's Eve & New Year's Day**

All employees who work on any or all of the following days:

Christmas Eve	Christmas Day
New Year's Eve	New Year's Day

shall receive twice their regular hourly pay.

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday, and any falling on a Saturday shall be observed on the preceding Friday.

**ARTICLE XIV  
SICK LEAVE**

Effective January 1, 1977, all employees covered hereunder shall be entitled to a maximum of twelve (12) days per year (one day per month absent with pay chargeable to sick leave, or when such absence is incurred on account of the illness of a member of the employee's immediate family residing in the household of the employee at the time of illness). The Town may, at its option, require any employee who has been absent from work four (4) or more times during any calendar year, each absence being one (1) or more days, or who has been absent for five (5) or more consecutive days, to go to the Town's designated physician for a physical examination. The cost of such examination shall be borne by the Town.

Maximum accumulation of sick leave shall be fifty-four (54) days.

**ARTICLE XV  
BEREAVEMENT LEAVE**

All Employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing the date of death, not chargeable to sick leave, for death in the family, i.e., parents, grandparents, children, brother, sister, spouse and in-laws. Employees shall also receive the day off on the date of the funeral for Aunts and Uncles.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

**ARTICLE XVI  
PERSONAL LEAVE**

All Employees covered hereby shall be entitled to four (4) days personal leave with pay to be granted upon request to the Superintendent of Highways twenty-four (24) hours in advance.

Employees who have completed 20 years of service shall receive two (2) additional personal days with pay to be granted upon request to the Superintendent of Highways twenty-four (24) hours in advance.

Such personal leave is not to be deducted from sick leave or vacation pay. This notice shall be in writing when practical and unless emergency situation compels other. Where a conflict may arise so far as personal leave is concerned, emergencies will be given preference.

It is understood that personal leave days shall not be used to extend any holiday or other vacation (with the exception of employees who have 20 years or more of service as outlined under Article XII – Vacations). It is also understood that the concept of a personal day only covers the doing of time. An example of the proper use of personal leave would be a house closing which can only be scheduled during working hours. Examples of an inappropriate use of personal leave would be a day off to go deer hunting, a day off to go shopping, or take a trip or to do yard work, or do household or business maintenance.

**ARTICLE XVII  
MEAL ALLOWANCE AND LODGING EXPENSES**

A. All Employees assigned to trips or required to work on an overtime basis shall be paid the following meal allowance. Lodging expenses and meal allowances will be paid when required to layover because of the nature of the trip or breakdown of equipment.

<b>MEALS:</b>	Breakfast	\$5.00 prior to normal start time
	Dinner	\$8.00
	<b>Total:</b>	<b>\$13.00 per day</b>

1. Breakfast money shall be paid to any employee who is called in two (2) hours before his regular starting time. When called to work on a weekend, Employees shall receive Breakfast money after three (3) hours of work.
2. Dinner money shall be paid to employees after the tenth (10<sup>th</sup>) hour of work and each five (5) hours thereafter.

An additional dollar (\$1.00) above the regular dinner allowance will be given after the twelfth (12<sup>th</sup>) hour of employment.

B. In the event any employee is required by the Employer to make a trip a reasonable cash advance shall be given to the employee to cover his actual expenses. Employees on trips will be required to obtain receipts and all cash in excess of the receipts will be promptly returned to the Employer upon the completion of the trip.

### **ARTICLE XVIII INSURANCE**

All employees will join the MVP Health Insurance Plan. All Employees hired before January 1, 1995 shall pay 5% of the applicable premium. Employees hired on or after January 1, 1995 shall continue to pay 10% of the premiums. In addition, all employees hired after January 1, 1995 and their dependents covered by this Agreement, shall be covered under the dental plan and shall contribute 10% of the premiums.

The Employer will make every effort to maintain equal coverage but reserves the right to seek carrier change. The Employer will offer employees a \$1,000.00 buyout for those who wish to take advantage of this option, provided that insurance is maintained by spouse.

For those full-time employees who were employed by the Town for ten (10) consecutive years and who retire from service with a pension, the Town shall provide \$10,000.00 to use by said retiree to pay for the premium cost of health insurance upon retirement, which shall be administered by the Town. The Town shall provide the employee with a yearly statement which will notify the retiree of the amount of money remaining in the retiree's account. The retiree shall notify the Town of the amount that the retiree wishes to be applied toward the monthly health insurance premium on a yearly basis. If the retiree passes away prior to the exhaustion of the \$10,000.00, the remainder in the retiree's account shall revert back to the Town and may not be used by the retiree's spouse or dependents. In no event shall the account be paid in cash to the retiree or the retiree's dependents.

Effective upon ratification of the Agreement by the Town, the following shall replace the paragraph above. For the full-time employees who have at least fifteen (15) years of full-time service with the Town, and who retire from the Town with a pension, the Town shall pay 60% of the retiree's health insurance (single or family), until the retiree becomes Medicare eligible. The Town's maximum premium contribution shall be \$12,000.00 per year. The retiree may apply unused sick leave as set forth in Article II, Section E(4) towards the retiree's share of premium.

All employees on the payroll as of July 1, 2003 must elect, within thirty days of ratification of the Agreement by the Town, whether to accept the new retiree health insurance benefit or maintain the current retiree health insurance benefit. If an employee hired prior to January 1, 1995 elects to maintain the current retiree health insurance benefit, that employee shall maintain health insurance with no premium contribution.

\*\*As of the signing of this Collective Bargaining Agreement between the Town of Saugerties and Teamsters Local 445, it is understood that the negotiation of the PBA Contract is still outstanding. It is understood and agreed that as a result of the PBA negotiations, if there is a favorable change to the Retiree Health Insurance policy, that such change(s) shall apply to the Highway Department Employees and will become a part of this agreement.\*\*

VISION CARE. Vision care will be eliminated. However, the Employer will pay a maximum of One Hundred Fifty Dollars (\$150.00) per year to any member of the Employee or the Employee's dependents upon submission of a paid receipt for Vision care for the current year of said receipt. Effective January 1, 2003, the Town will pay a maximum of One Hundred Seventy Five Dollars (\$175.00) per year for Vision care.

The Employer will make every effort to maintain compatible coverage but reserves the right to seek carrier change.

The Employer will offer employees \$1,000.00 buyout for those who wish to take advantage of this option, provided that insurance is maintained by the spouse.

## **ARTICLE XIX WORK DAY AND WORK WEEK**

A. The workweek shall be Monday through Friday inclusive, for all employees covered hereunder, except those employees who by the nature of their employment, are assigned to shift work.

B. The workday shall be eight (8) consecutive hours, Monday through Friday, and the starting time shall be 7:00 a.m. Drivers who transport materials may be called to start work earlier than the aforesaid starting time at the discretion of the Highway Superintendent. Said time shall be at the applicable overtime rates unless the Superintendent and the employee(s) agree to a different eight (8) hour day, and further subject to seniority, which may include a 6:00 a.m. starting time during the summer.



Summer hours from July 1<sup>st</sup> to Labor Day shall remain as currently being carried out, subject to the approval of the Highway Superintendent.

C. Employees shall receive overtime pay at the rate of one and one-half times their regular hourly pay of all hours worked in excess of forty (40) hours in a single work week (i.e., 12:01 a.m. Monday through Midnight Sunday). All overtime shall be paid in fifteen (15) minute increments.

D. There shall be a ten (10) minute break for all employees each day, in the morning.

E. Whenever an employee(s) is/are called out after their regular days work eight (8) hours, they shall be guaranteed a minimum of two (2) hours pay at time and one-half the straight time hourly rate of pay.

## ARTICLE XX WAGES

The hourly wage rate for the classifications listed below reflect the following increases:

Effective January 1, 2005	3%
Effective January 1, 2006	3%
Effective January 1, 2007	3%

	<u>01/01/05</u>	<u>01/01/06</u>	<u>01/01/07</u>
Laborers	\$17.12	\$17.63	\$18.16
MEO	\$17.55	\$18.08	\$18.62
HEO and Mechanic	\$18.38	\$18.93	\$19.50

\*\*It is understood and agreed that as a result of PBA negotiations, if there is an increase that is more than the aforesaid, that such increase shall apply to the Highway Department Employees retroactive to 01/01/2005.\*\*

New Hire Rate: Employees hired on or after July 1, 2003 shall receive

wages as follows:

1 <sup>st</sup> year of Employment	\$2.50/hr below base rate
2 <sup>nd</sup> year of Employment	\$2.00/hr below base rate
3 <sup>rd</sup> year of Employment	\$1.00/hr below base rate
Start of 4 <sup>th</sup> year of Employment	Base Rate

A. The Employees holding the position of Lead Man shall receive thirty-nine cents (\$.39) per hour over and above the highest classification in the contract, i.e., Heavy Motor Equipment Operator.

B. All Employees shall work a minimum of forty (40) hours per week and in the event the Employer is unable to provide work for at least 40 hours in any given week, the employee shall be paid his usual and regular amount of pay for working a 40-hour week.

C. **Longevity.**

Employees with less than six (6) years of service shall receive a \$150 longevity at the start of the second year of employment. Starting after the fifth full year of employment, those employees shall receive an additional \$50 of longevity (\$200 total) and shall receive \$200 each year thereafter up to a maximum of \$5,000.

Longevity pay will be paid on the pay date immediately following the anniversary date of employment. All Longevity checks will be paid in separate check form.

**ARTICLE XXI  
DESCRIPTION OF DEPARTMENT SUPERVISOR**

In order to assure an orderly understanding of authority of supervisors for job assignments and instructions, the Highway Department shall designate by name, those persons with such authority in each department and post notices of such designation in each department.

**ARTICLE XXII  
ADOPTION OF BY-LAWS**

It is understood and agreed that any benefits provided for the employees hereunder of the Town of Saugerties currently in effect, and as revised from time to time, which are greater than those contained herein, or any greater benefits subsequently

adopted and put into effect, shall be extended to all employees covered by this Agreement.

### **ARTICLE XXIII WORKMEN'S COMPENSATION PAYMENTS**

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payments shall be compensated in the following manner:

Any payment received as Workmen's Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the Town so long as the employee receives full salary. The Employee shall be entitled to retain any Workmen's Compensation benefits for any period for which sick leave pay is not paid or payable.

### **ARTICLE XXIV JURY DUTY**

Employees covered by this Agreement shall be entitled to jury duty with pay, so long as jury pay, if any, is returned to the Town by the employee.

### **ARTICLE XXV CONTROLLED SUBSTANCES AND ALCOHOL TESTING**

All employees covered hereunder and required to participate in the above program shall abide by the rules as set forth in the booklet entitled "*Controlled Substances and Alcohol Use & Testing*". As part of pre-employment each new employee shall be required to submit to testing as outlined on Page 8 of the booklet.

Employees covered hereunder, who are required to submit to the drug/alcohol testing, due to an accident involving use of town equipment for which they are not at fault, shall upon completion of the test be allowed to return to the Highway garage for assignment by the Highway Superintendent to a non safety-sensitive duty, without loss of pay, pending the results of the test being negative.

If the test results are positive, the employee shall be suspended without pay and requested to enroll in a subscribed program as set forth by EAP and the employee will not be allowed to return to work until a letter of recommendation from the EAP to the Town Highway Superintendent authorizing same. The employee will be placed on probation until such time when all requirements are completed, as outlined in the EAP Booklet. Failure to following the rules are grounds for termination of Employment.

**ARTICLE XXVI  
DURATION CLAUSE**

THIS AGREEMENT shall be in full force and effect from January 1, 2005 to December 31, 2007, and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration dates thereof, or any subsequent anniversary date.

**ARTICLE XXVII  
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 XXVIII  
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Employer are retained by it.

**ARTICLE XXIX  
ZIPPER CLAUSE**

THIS AGREEMENT constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement.

The UNION agrees that all negotiated items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on the impact of any permissible management action, during the life of this Agreement.

The operation of the Highway Department and the direction of its staff are vested exclusively in the Town.

## SCHEDULE "A" GRIEVANCE PROCEDURE

### BASIC PRINCIPLES

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5. It shall be the responsibility of the Saugerties Town Board to take such steps as may be necessary to give force and effect to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

### PROCEDURES

An Employee of the Town of Saugerties Highway Department who has a grievance shall follow the procedure as outlined below:

**STEP 1. Informal Stage:** Employees having a grievance shall orally present such grievance to the Highway Superintendent or the immediate supervisor. The Highway Superintendent or the immediate supervisor shall verbally render his determination to the aggrieved employee within a period of two (2) days.

**STEP 2. Formal Stage:** If an aggrieved employee objects to the determination rendered by the Highway Superintendent, he may, within five (5) days from the receipt of such decision, appeal to the New York State Public Employment Relations Board. Such appeal must be in writing. All parties to the grievance agree to make themselves available to the Hearing Officer assigned by PERB. The decision rendered by the Hearing Officer assigned by the New York State Public Employment Relations Board shall be final and binding on all parties.

**SCHEDULE "B"**  
**JOB DUTIES AND CLASSIFICATIONS**

**I. HEAVY MOTOR EQUIPMENT OPERATOR**

**General Statement of Duties:**

Operates one or more types of heavy automotive equipment and performs a variety of manual tasks in connection with such operations, does related work as required.

**Distinguishing Features of the Class:**

This is recurring manual work involving responsibility for the safe and efficient operation of various types of heavy motor equipment and for a variety of unskilled labor tasks. This class is distinguished from that of Motor Equipment Operator in that there is greater responsibility for operating cars and employees must have specific knowledge of the operation of the equipment. Heavy equipment for purposes of this classification includes bulldozers, loaders, graders, cranes, tractor trailers and sweepers. The work is performed under general supervision. Supervision may be exercised over the activities of laborers.

**Examples of Work (Illustrative Only):**

Operates a tractor trailer, loader, grader, power shovel, bulldozer, crane, backhoe, sweeper, or ditcher in highway construction and maintenance; (operates a truck in connection with the removal of snow). May perform preventive maintenance on vehicles. (Performs manual labor, such as loading trucks, digging ditches, cutting tress and brush, clearing culverts and raking blacktop). May supervise a small group of laborers as specific tasks require.

**Required Knowledge, Skills and Abilities:**

Good knowledge of the operation of tractors, trucks, tractor trailers, rollers, graders, bulldozers, and other heavy automotive equipment; good knowledge of the geography of the area; ability to understand and follow simply oral and written directions; mechanical aptitude; willingness to respond to emergencies and to work outside under adverse weather conditions; dependability; good physical condition.

**Acceptable Training and Experience:**

- A. One year of experience in the operation of heavy automotive equipment;  
or
- B. Two years in the operation of any type of automotive equipment.

### **Special Requirements for Acceptance of Applications:**

Eligibility for an appropriate New York State Chauffeur's license. Possession required at time of appointment.

NOTE: Heavy Equipment Operators who operate a tractor trailer combination must possess a Class I New York State Chauffeur's License.

When it becomes necessary to train Heavy Motor Equipment Operator(s), the Employer agrees that the training shall not exceed a maximum of three (3) months. It is further understood and agreed that this training program shall not be used to avoid payment to Heavy Motor Equipment Operators pay to qualified employees.

## **II. LABORER**

### **General Statement of Duties:**

Performs routine manual work; does related work as required.

### **Distinguishing Features of the Class:**

The duties performed are primarily of a manual and unskilled nature requiring physical endurance and a willingness to perform heavy work. Close supervision is maintained over the work.

### **Examples of Work (Illustrative Only):**

Rakes, tamps, and shovels cold patch and asphalt;  
Loads and unloads trucks;  
Operates air compressors; jack hammers; concrete mixers and pumps;  
Assists in repair and retaining walls;  
Excavates and backfills for construction and repairs;  
Shovels and removes snow and ice from bridges and walks;  
Cuts and removes trees and bushes;  
Performs unskilled work in connection with painting and maintenance of signs and bridges;  
Cuts grass and assists in ground maintenance activities;  
Does minor carpentry and building repair work;  
Performs general cleaning tasks;  
May occasionally operate a motor vehicle.

### **Acceptable Training and Experience:**

None is required.

### **III. MOTOR EQUIPMENT OPERATOR**

#### **General Statement of Duties:**

Operates one or more types of automotive equipment and performs a variety of manual tasks in connection with such operation; does related work as required.

#### **Distinguishing Features of the Class:**

This is recurring manual work involving 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 related to the operation of equipment, and the work is performed under general supervision.

#### **Examples of Work (Illustrative Only):**

Operates Compressor;  
Operates a truck in connection with the removal of snow, refuse, and in the transportation of stone, fill, gravel, and supplies;  
Operates a tractor or truck with snow plow or other attachments;  
Performs manual labor in connection with this classification;  
May supervise a small group of laborers as specific task require.

#### **Required Knowledge, Skills and Abilities:**

Good knowledge of the operation of tractors, trucks and other automotive equipment; good knowledge of the geography of the area; ability to understand and follow simply oral and written directions; mechanical aptitude; a willingness to respond to emergencies and to work outside under adverse weather conditions; dependability; good physical condition.

#### **Acceptable Training and Experience:**

One year experience in the operation of automotive equipment.

#### **Special Requirements for Acceptance of Applications:**

Eligible for an appropriate New York State Chauffeur's License. Possession required at time of appointment.



#### **IV. AUTOMOTIVE MECHANIC**

##### **General Statement of Duties:**

Works as a skilled automotive mechanic; does related work as required.

##### **Distinguishing Features of the Class:**

This is skilled work involving responsibility for the complete overhaul and repair of a wide variety of automotive equipment including heavy duty equipment such as bulldozers, graders, tractors, cranes and snow plows, or in a school district has the responsibility for the overhaul and repair of the school bus fleet. General instructions are received regarding tasks to be performed permitting considerable leeway for planning the details of each assignment. Immediate supervision may occasionally be exercised over the work of helpers or laborers.

##### **Examples of Work (Illustrative Only):**

Performs skilled operations in repairing and overhauling gasoline and diesel motor equipment such as trucks, tractors, power shovels, graders, cranes, sweepers, bulldozers, and compressors; Grinds valves and fits new bearings, pistons and rings; Repairs and replaces motor pumps, fuel pumps, generators, carburetors, and shock absorbers; Assembles and times engines; Mounts and dismounts snow plow blades and other auxiliary equipment; Repairs and overhauls ignition systems, transmissions, breaks systems, clutches, differentials, and front and rear axles; Welds and solders equipment; Repairs and paints truck and equipment bodies; Installs door windows and windshields; Adjusts steering mechanisms and aligns wheels; Repairs and maintains auxiliary equipment on trucks, graders and rollers; Makes estimates and prepares requisitions for materials; May operate a school bus on a regular schedule or on special occasion.

##### **Required Knowledge, Skills and Abilities:**

Through knowledge of standard automotive repair methods and of the terminology and tools of the trade, demonstrates ability to make difficult repairs to automotive and other mechanical equipment; good knowledge of the operating principles of both diesel and gasoline engines; ability to work from plans and specifications and to follow rough sketches and oral instructions; ability to lay out work for self and others; good hand and eye coordination; manual dexterity; good physical condition.

##### **Acceptable Training and Experience:**

Two (2) years of experience as a journeyman automotive mechanic in a general automotive repair shop.

**Special Requirements for Acceptance of Applications:**

Automotive mechanics employed by a school district and required to operate a school bus must possess a Class II Chauffeur's License issued by the New York State Department of Motor Vehicles.

**ADDENDUM TO CONTRACT**

**TITLE: POSTED JOB OPPORTUNITIES**

**SEC. 1**

The Employer shall notify the Union Body of Employees in WRITTEN FORM the availability of any position, entrance or promotion. Such notice shall include:

1. Job Title
2. Pay Scale of the position
3. Must be POSTED CONSPICUOUSLY fifteen (15) working days prior to the date the position is to be filled.
4. UNION SENIORITY SHALL PREVAIL, all full time employees will have the FIRST opportunity to fill the available position by seniority.

If the position that is posted as specified in the aforementioned Sec. 1 is not filled by a full time union employee, the Employer may then take the necessary action to fill the vacant position by an outside appointment.

IN WITNESS WHEREOF, the aforesaid parties have set their hand and seals on this day.



DATED: \_\_\_\_\_

The Town of Saugerties on behalf  
Of the Saugerties Highway Department

Teamsters Local Union No. 445  
International Brotherhood of  
Teamsters Public Employee Division

By: \_\_\_\_\_  
Gregory M. Helsmoortel,  
Town Supervisor

\_\_\_\_\_  
Rodney VanVoorhis, Business Agent

\_\_\_\_\_  
Roger W. Winchell, Jr., Shop Steward

\_\_\_\_\_  
Dean Fabiano, Asst. Shop Steward