



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Hamden, Town of and International Brotherhood of Teamsters (IBT), Local 693 (2006)**

Employer Name: **Hamden, Town of**

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

Local: **693**

Effective Date: **01/01/06**

Expiration Date: **12/31/10**

PERB ID Number: **8484**

Unit Size: **6**

Number of Pages: **22**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

BC / 8484

TOWN OF HAMDEN

AND

TEAMSTERS LOCAL 693

JANUARY 1, 2006 - DECEMBER 31, 2010

RECEIVED

MAY 31 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union in accordance with the policy expressed in the Taylor Law.

IT IS UNDERSTOOD AND AGREED 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 1 - RECOGNITION

The employer (Town of Hamden) hereby recognizes the Union (Teamsters Local #693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all full-time Town Highway Department Mechanized Equipment Operators, Heavy Equipment Operator and Laborers. All other Employees, including all part-time, probationary and casual, seasonal, temporary and substitute Employees are excluded from this Agreement.

(a) Part-time employees shall mean employees that regularly work 25 hours or less per week. Part-time employees will not be members of this bargaining unit.

(b) Casual, seasonal, shall mean employees that work three (3) months or less in a calendar year. They may perform bargaining unit work. This three month limitation is not meant to apply to supplemental workers being paid by agencies other than the Employer. Any such aforesaid workers however shall not displace regular, full time employees.

(c) Substitute, temporary, shall mean employees that are filling positions during periods regular employees are off, and such employment terminates upon the regular employee's return or when the permanent employee is terminated or terminates his or her employment.

(d) Probationary employee is an employee hired for the first six (6) months of their employment for purpose of evaluation by the

Highway Superintendent.

ARTICLE 2 - NO DISCRIMINATION - NO STRIKE

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the Employees within the Unit, whether members of the Union, or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor shall any employee, covered by this Agreement, be required to perform work outside of the County of Delaware during a labor dispute.

ARTICLE 3 - UNION SECURITY

The Town agrees to withhold membership dues from the pay of each member of the Unit who authorizes said withholding in writing. Such authorization may be also withdrawn by a member of the Unit so requesting in writing.

The Town also agrees to deduct for Union sponsored programs where the Employee has authorized said deduction in writing to the Employer.

ARTICLE 4 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment only with the permission of the Superintendent of Highways or the Supervisor for the purpose of adjusting disputes, investigating work conditions, collection of initiation fees and dues and ascertaining that the Agreement is being adhered to ; provided, however, that there is no interruption of the employer's working schedule and permission shall not be unreasonably withheld.

ARTICLE 5 - STEWARDS

1. The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward. Such designation does not relieve the Shop Steward of his employer assigned job duties.

2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the employees will not be paid by the Employer for time spent on these duties or activities:

a. The investigation and presentation of grievances or arbitrations in accordance with the grievance article. (Article 8)

b. Posting notices, negotiations and conferences with the Employer.

ARTICLE 6 - RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

1. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred fifty (150) days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to the Agreement.

2. The parties agree that an impasse in such negotiations may be identified by the failure of the parties to have reached an understanding or agreement sixty (60) days prior to the annual budget submission date.

3. In the event of an impasse as defined in the law or any rule or regulation, both parties agree to submit to the procedure of the New York State Public Employment Relations Board in seeking a resolution thereof.

4. This paragraph constitutes all notification requirements from both parties of the opening of this Agreement for negotiations.

ARTICLE 7 - SENIORITY

a. New employees hired in the unit shall be considered as probationary employees for the first six (6) calendar months of their employment. Employees transferred from positions outside this bargaining unit into this unit shall be considered new employees for the purpose of seniority and probationary status. When an employee completes his probationary period, he shall be entered on the seniority list of the unit retroactive to his date of hire within this unit. There shall be no seniority among probationary employees, and upon completion of the probationary period, they shall receive all benefits afforded to all regular employees. The Town Highway Superintendent has the right to discharge a probationary employee.

b. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement. However, if an employee returns to work in any capacity, the break in service shall be removed from his record, except in cases of discharge. An employee does not gain seniority or add to seniority during this break period.

c. The seniority list on the execution date of this Agreement will show the names, job titles, and date of hire within the classification in which the employee is entitled to seniority.

d. The Employer will keep the seniority list up to date at all times and will provide the local Union Secretary with up-to-date copies upon written request.

e. Seniority shall be in accordance with the employee's last date of hire, for layoffs, promotions, transfers, and other benefits afforded by this Agreement, except where specifically stated otherwise.

f. An employee shall lose his seniority for the following reasons:

1. Quitting
2. Being absent without authorization for a period of two (2) days without a satisfactory explanation.
3. Upon discharge, if the discharge is not reversed through the procedure set forth in this Agreement.
4. Not returned to work when recalled from layoff as set forth in recall procedure.
5. Retirement

g. In making temporary work assignments of any employees to work in a lower classification or with lower related equipment, the least senior employee within the classification in the department or sub-unit shall be selected for performing such work if voluntary preference is not accomplished.

h. In the event an employee is required for work on a fill-in basis in another department or sub-unit, if such assignment is desired by the senior employees within the department or sub-unit being asked, the employees with the most seniority may be given the assignment. If the senior employees do not wish to fill in then the employee with the least seniority within the department or sub-unit shall be given the assignment.

It is not the intent to hinder the supervisor in making early or emergency work assignments. It is the intent to insure against favoritism being shown less senior employees, and that the supervisor will make a valid attempt for volunteers before the task in question is assigned to the least senior men.

i. Employees laid off shall be laid off in the inverse order of seniority. Employees on lay off when recalled shall be called back based on seniority (most senior man first).

J. All job openings shall be posted and the 1st option shall be to present employees.

ARTICLE 8 - GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

STEP 1: The Union Steward, with or without the aggrieved employee(s), shall meet with the immediate supervisor to discuss and attempt to dispose of the grievance or dispute within three (3) working days of the time notification of the grievance or dispute is given to the Employer.

STEP 2: If the grievance or dispute is not disposed of at Step 1, it must be submitted on a grievance form supplied by the Union Rep. to the Highway Superintendent, within five (5) work days of the Step 1 meeting with the supervisor. Said Highway Superintendent

shall meet with the Union Steward or Officer and the aggrieved employee(s) to discuss the grievance or dispute. The aggrieved employee(s) involved and the Union shall be notified in advance of the time and place of the said meeting which shall be within ten (10) work days of receipt of the signed, written notice of grievance or dispute. The written notice of the grievance or dispute shall specify the section and sub-section of the Contract, if any, which forms the basis of the grievance or dispute and shall include the names of the individuals involved if applicable, the approximate time and place where the acts which gave rise to the grievance or dispute arose, and the nature of the acts which gave rise to the grievance or dispute, unless a policy grievance or dispute is involved. Where a policy grievance or dispute is involved, the attendance of any particular employee shall not be required. A policy grievance or dispute is defined as a matter which affects any group of employees in the bargaining unit and not specifically any one employee.

The aggrieved employee(s) shall have the right to remain silent at the aforesaid meeting.

STEP 3: If the grievance or dispute is not resolved at Step 2, it shall, within 5 work days of the Step 2 meeting with the Highway Superintendent, be submitted by the Local Union President or any predesignated Officer of the Union to the Town Supervisor for action under Step 3. A meeting between two representatives of the Town Supervisor, two representatives of the Union, and the aggrieved employee(s) shall be held to discuss the grievance or dispute within 10 working days from the date a written request for same is presented to the Town Supervisor.

The aggrieved employee(s) and the Union shall be notified in advance of the time and place of said meeting, and said employee(s) shall attend said meeting.

The aggrieved employee(s) shall have the right to remain silent at the aforesaid meeting.

STEP 4: If the grievance or dispute has not been resolved at Step 3, either party may apply for arbitration within 15 work days from the date the Union receives a written answer to the grievance or dispute. Such party shall request Staff Arbitration in accordance with the New York State PERB Mediation and Arbitration Service rules.

The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator, if any, shall be shared equally by the Employer and the Union.

No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.

If processing the grievance for resolution through Staff Arbitration in accordance with the New York State PERB Mediation and Arbitration Service rules should result in a delay resolving the grievance, and with mutual agreement, the filing party shall request PERB to provide a list of arbitrators in accordance with PERB Rules of Procedure.

The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator, if any, shall be shared equally by the Employer and the Union.

No Arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provision of this Agreement.

NOTE: It is understood and agreed that where an employee is a member of this bargaining unit, and serves in a supervisory capacity, said employee shall not review and/or be a Hearing Officer at any step of the grievance procedure.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

A. Disciplinary action or measures shall include only the following:

1. Written reprimand
2. Suspension (notice to be given in writing)
3. Discharge

B. No employee shall be disciplined or discharged without just cause. Any employee subject to discipline or discharge will be allowed due process through Step 3 of the grievance procedure as follows:

1. Where an employee is subject to a written reprimand such reprimand shall be sent to the employee, but a copy of such reprimand shall not be permanently entered in the employee's personnel file until any and all grievance procedures through Step 3, timely instituted by or on behalf of the employee, have been concluded.

2. Where an employee is subject to a suspension or discharge, the employee shall be notified that he is suspended or discharged but no such suspension or discharge shall not take effect until the grievance timely instituted at Step 3, by or on behalf of the employee, has been concluded, except that if the Town Supervisor determines that the employee's presence on the job endangers the safety or welfare of the community he serves or his fellow employees such suspension or discharge shall be effective immediately.

3. Upon request of the Union, the Town will make available to the Union a room for conference purposes prior to Step 2, or Step 3, or Step 4 of the grievance procedure including discipline and discharge matters.

a. If the Employer, or any agent thereof, has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the Public.

b. In cases where disciplinary action or suspension of more than 3 days or discharge is meted out by the Employer, and the Union files a grievance, it shall be instituted at Step 3 of the grievance procedure for resolution beginning with Step 3.

c. Prior to suspension or discharge of any employee, said employee and the departmental Union Steward or, if not available the President of the Union, or his designee, shall be notified of the disciplinary action to be taken and the reasons why, including the time date and place of the alleged incident which brought about said action.

In any case where suspension or discharge is meted out as disciplinary action, the employee(s) and the Union will be notified in writing of the action taken and the reason thereof as above, within 20 working days from the occurrence of the event which gave rise to the suspension or discharge or within 20 working days after the Employer becomes aware of the event or occurrence prompting the suspension or discharge, whichever event occurs first.

d. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all time lost and with full restoration of all other rights and conditions of employment.

e. Any employee who has been the subject of disciplinary action may request that a written record be entered in his personnel record. The employee shall be given a duplicate copy of this record.

f. All hearing and arbitration procedures shall be held in private unless otherwise mutually agreed upon by the Union and the Employer.

g. Whenever the Employer makes an entry in the employee's personnel record with regard to evaluating the performance of such employee, the employee shall be advised of the contents of such entry.

h. If the arbitrator finds that the Employer has just cause to discharge or discipline the employee, the arbitrator shall then have the right to determine if the penalty imposed was too severe or excessive, and if he so finds he shall have the right to set the penalty.

i. Where an employee has been found guilty in a court of competent jurisdiction of any criminal act related to the employee's employment with the Employer or where any employee confesses to such acts in open court under immunity from prosecution by such court, the disciplinary action taken by the Employer shall not be **subject** to the grievance and arbitration procedures set forth in this Agreement.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

1. The regular work week shall consist of a guaranteed forty (40) hours from Monday through Friday. The regular work day shall be an eight (8) hour day with a starting time at the discretion of the Highway Superintendent.

2. The Employer shall maintain and make available to employees, a daily record showing time worked. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Except for emergency situations, work schedules shall not be changed unless the changes are first discussed between the Union and the Employer.

3. Work schedules shall provide for a fifteen (15) minute break in the A.M. and a fifteen (15) minute break in the P.M.

4. Overtime shall be voluntary, and will be paid at time and one-half the regular rate of pay for all hours worked over eight (8) hours in any one day, or forty (40) hours in one week. If required to work on Sunday for emergencies as deemed necessary by the Highway Superintendent, this and only this overtime, shall be paid at double time the regular rate of pay for all hours worked that Sunday.

Overtime call-outs will be on a rotational basis, by job classification, except in emergency situations.

5. An employee called for emergency duty, in addition to his regular working hours, shall receive not less than 3 hours pay at time and one-half the regular rate of pay.

6. Employees paychecks will be issued bi-weekly.

7. When possible, time will be allowed for clean-up prior to the end of the work shift.

8. All time paid will be considered as time worked.

COMPENSATORY TIME

The use of compensatory time (Comp Time) shall be governed by the following rules:

1. The option to accrue comp time in lieu of overtime pay shall be at the sole discretion of the employee.

2. Comp time is accrued at 1 ½ time base rate. The same as overtime is earned.

3. Up to 16 hrs. of comp time may be accrued and has to be used by Dec. 31st. of the following year or the balance is converted into overtime pay.

4. Employees who have accrued 16 hours of comp time (the carry over max) will earn overtime instead of comp time unless their balance falls back below the 16 hours max on the books.

5. Request for using comp time is subject to the same rules as vacation time. Comp time can be used with the approval of the Highway Superintendent.

6. Comp time may be used in hours or full days.

7. If you do end up with more than 16 hours of comp time on the books at the end of the year, the hours would be converted back and paid as overtime.

NOTE: 16 HOURS COMP TIME EQUALS - 24 HOURS PAY OR 24 HOURS TIME.

ARTICLE 11 - WAGES

	1/1/06	1/1/07	1/1/08	1/1/09	1/1/10
	+ .60	+ .60	+ .60	+ .65	+ .65
Mechanic	15.10	15.70	16.30	16.95	17.60
H.E.O.	14.35	14.95	15.55	16.20	16.85
M.E.O.	14.10	14.70	15.30	15.95	16.60
Laborer	12.60	13.20	13.80	14.45	15.10

LONGEVITY

AFTER 10 YEARS \$.10 HR. ADDITIONAL
 AFTER 20 YEARS \$.10 HR ADDITIONAL

ARTICLE 12 - PAID HOLIDAYS

New Years Day	Veteran`s Day
Martin Luther King Day	Thanksgiving Day
Washington`s Birthday	Christmas Day
Fourth of July	Good Friday
Memorial Day	Clambake Day (should such event
Labor Day	not occur, employees will be
Columbus Day	given the day after
	Thanksgiving in lieu of the day.

A. If worked, the rate of pay shall be holiday time, plus time and one-half.

B. If a holiday falls on a day off, employee will receive the following day off.

C. If a holiday falls in the Vacation, employee will receive another day off.

D. Two winter holidays, (Martin Luther King Day, Washington's Birthday) may, with the mutual agreement of the Town and the Union, be designated as floating holidays. The decision on whether each holiday shall be designated at a floating holiday shall be made 1 (one) week prior to the holiday in question.

E. If an employee works on Christmas Day or Thanksgiving Day he will receive double time for all hours worked and holiday pay.

ARTICLE 13 - VACATIONS

Vacation time will be allotted on the following basis:

After	1 yr	5 days
	2 yrs	10 days
	3 yrs	11 days
	6 yrs	13 days
	11 yrs	16 days
	16 yrs	21 days
	25 yrs	25 days

a. Vacation credits are not cumulative and must be used or paid during the calendar year for which they apply. Vacations should be used in the calendar year they apply.

1. Vacations earned in the year 2003 - 2 weeks vacation may be bought back or carried over to the following year, .

2. Vacations earned in the year 2005 and thereafter 1 week of vacation may be bought back and 1 week vacation can be carried over to the following year.

b. Employees will receive pro-rated vacation pay if he is laid off through no fault of his own, or if he resigns.

c. Employees who are sick during vacation may request sick days in lieu of vacation.

d. The time at which vacation may be drawn by an employee shall be subject to prior approval by the Superintendent of Highways.

e. Employees must notify the Superintendent of Highways two weeks in advance of scheduled vacations of one week or more, excepting emergency situations.

ARTICLE 14 - HEALTH INSURANCE

The Employer will provide insurance thru the New York State Teamsters Benefit Fund Supreme Plan. Including Medical, Pharmacy, Dental, Vision, Legal, AD & D, Disability, Life. The Employee contribution will be as follows:

All employee:

5% of the single rate

2 person or family:

10% of the difference between family or 2 person and 5% of the single rate.

The Town of Hamden will now cover the disability, AD&D and life insurance provided by the NYS Teamsters Health and Hospital Fund Supreme Plan. If the employees cease to be covered by disability through the NYS Teamsters Health & Hospital the Town will cover the employees under the NYS Disability insurance at no cost to the employee.

ARTICLE 15 - SICK LEAVE

A. Any employee covered by this Agreement contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment, quarantined by health authorities, making a visit to a physician which cannot be scheduled in the employees non-working hours or medical visits made as a result of a job-incurred sickness or injury shall receive sick leave with pay, provided the employee has the required accumulated sick leave credits at a rate of one-half day per pay period.

B. In the event that a question arises concerning the amount of sick time due an employee, the Union steward or any other Union officer shall, upon written request be granted access to the sick leave records of the employee involved in the dispute.

C. Employees shall commence earning sick leave after 30 days of service with the Employer, but shall be required to furnish a doctor's excuse to use sick leave during the first six (6) months of employment.

D. Sick leave shall be granted upon approval of the Superintendent of Highway, and in case such sickness is for a period of more than 3 days, must be accompanied by a certificate from the attending physician, otherwise employees shall be allowed 13 days undocumented absences per year.

E. One day of sick leave may be used on an hour for hour basis. One (1) day of sick leave may be used on a half day basis. The other 11 undocumented absences are to a whole day basis (8hrs.) unless a doctor's slip is provided or with the prior approval of the Highway Superintendent.

F. Employees who retire from employment with the Town, with 10 years of completed service, shall be entitled to a payment equivalent to one hundred percent (100%) of said employee's last regular daily rate of pay for each earned and accumulated sick leave day up to a maximum payment pursuant to this section up to the equivalent of one hundred (100) days of pay. Those leaving Town service prior to retirement with 1-14 years of service shall receive 50%, and those with 15 years service or more shall receive (75%) of said employee's last regular daily rate of pay for each earned and accumulated sick leave day. Retirement shall be defined as meeting those conditions qualifying under the N.Y.S. Public Employees Retirement System.

ARTICLE 16 - WORKERS COMPENSATION - ON THE JOB INJURY

Each employee covered by this Agreement will be covered by the applicable Workers Compensation Law and the Employer further agrees that any employee with accumulated sick leave who is eligible for Workers Compensation income will receive in addition to his compensation income an amount to be paid by the Employer sufficient to weekly income based on a regular work week. Whenever a permanent employee or a probationary employee is unable to work because of an injury arising out of the course of his employment, he shall be charged with sick leave for the difference between his weekly benefits under Workers Compensation and his regular salary to the nearest one-half day. In event sick leave is depleted employee will receive only his workers compensation income.

ARTICLE 17 - ABSENCES

1. After five or more consecutive days of absence, and after a serious injury or sickness, the employee must submit to the Superintendent of Highways a note signed by a doctor stating that the employee is capable of resuming his duties before he will be allowed back to work.

2. After three or more consecutive days of absence, the Employer shall have the right to require the employee to see a doctor selected by the Employer to verify the employee's illness at the Employer's expense.

ARTICLE 18 - BEREAVEMENT LEAVE

Employees shall be entitled to three (3) days off with pay in the event of the death of a family member in group (1), who resided within 500 miles of the employee. In the event that the deceased resided beyond 500 miles, the employee shall be allowed five (5) days off with pay. Employees shall be entitled to one (1) day off with pay for the death of a family member in group (2)

Group (1)	Group (2)
Legal dependents	Grandparents
Parents	Aunts
Step-parents	Uncles
Wife	Wife's/Husband's relatives
Husband	(includes "step"
	relationship per any of the
Children	aforsaid relatives
Brother	plus 1st cousins)
Sister	Grandparent`s of children
Step-Children	(divorced parent's side)
Grandchildren	

One (1) of the three days may be held if burial is at a later date.

ARTICLE 19 - LEAVE OF ABSENCE

Leaves of absence from the bargaining unit may be granted at the sole discretion of the Employer for not more than thirty (30) days and, shall be without pay or benefits. If said employee returns to a job in the bargaining unit, he shall be accorded full seniority back to the date the employee left on the leave of absence. Application for leaves of absence must be in writing to the Superintendent of Highways, and the granting of such leaves shall also be in writing.

ARTICLE 20 - PERSONAL LEAVE

Employees shall be entitled to 5 personal leave days each year to be used whenever needed, with the approval of the Highway Superintendent. Request for such leave shall be made at least 24 hours in advance, except in cases of emergency. Personal leave shall not be cumulative and must be used within the calendar year. Commencing in 1996 the number of personal leave days each year shall increase from four (4) to five (5) days per year for each employee.

ARTICLE 21 - VETERANS AND MILITARY RIGHTS

All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or re-employment rights.

ARTICLE 22 - UNION MAILING ADDRESS

The mailing address for the Union shall be:
Teamsters Local 693,
41 Howard Avenue
Binghamton, NY 13904

ARTICLE 23 - PROTECTIVE DEVICES

The Employer shall provide safety equipment as required by Federal or New York State law.

ARTICLE 24 - SAVINGS CLAUSE

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provisions declared illegal.

ARTICLE 25 - EYE GLASS PROGRAM

At this time the employees at the Town of Hamden will receive eye glasses thru the NYS Teamsters Health Insurance Vision Plan. If for any reason they no longer have this coverage then the following will become applicable:

a. The Town of Hamden will pay for one eye exam per employee, per year. Only physician certified safety glass prescriptions will be paid by the town, with a maximum of one pair of glasses per each year of the Contract. To receive payment for glasses, the receipt for the employee's pair of glasses must state that they are safety glasses.

b. The Town of Hamden will pay for one eye exam and 70% of the cost of one pair of prescription glasses per dependent each year of the Contact.

ARTICLE 26 - SUPERVISORS

Supervisory employees shall not as a regular practice perform work of the type normally performed by the employees they supervise, except for work necessary for experiment, instruction, and for any emergency, or for the replacement of absent employees, or where extra help is needed and regular employees are not available. Any employee of the bargaining unit who may be selected for the position of Deputy Highway Superintendent, will not engage in bargaining unit work while functioning as a supervisory employee in the absence of the Highway Superintendent. For operations requiring on site supervision, it shall be the responsibility of the Highway Superintendent, or in his absence the Deputy Highway

Superintendent, to provide the required supervision for these operations. For the proceeding, absence shall be defined as an excused absence for the day such as a vacation, sick or personal leave day.

It is the purpose of this Article to provide service and not to deprive employees of the regular hours of work, or to limit management in their provision of services, or for the replacement of absent employees, or where extra help is needed and regular employees are not available.

ARTICLE 27 - SAFETY COMMITTEE ESTABLISHED

A safety committee is hereby established. Said committee shall consist of three members. One member shall be appointed by the Supervisor, one member by the Union, and one member jointly agreed to by both parties. Said committee shall be charged with implementing reasonable work rules pertaining to safety in the work place, which shall be binding on all parties. This committee may be expanded with the mutual consent of both parties. Supervisor appointed and Union appointed member may be changed with prior notice to the other party and joint member may be changed by mutual consent.

ARTICLE 28 - INCLEMENT WEATHER

Employees shall not be required to work in severe weather conditions unless an emergency situation has been declared by the Town Highway Superintendent.

ARTICLE 29 - JURY DUTY

A. Any regular employee who loses time from his job because of Jury Duty, as certified by the Clerk of the Court, shall be paid by the Employer the difference between the job rate for eight hours and the daily jury fee subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for Jury Duty.

2. If Jury service is completed prior to 1:00 P.M. the employee shall be required to telephone the Employers office and report to work if requested.

3. Adequate proof must be presented of time served on Jury Duty and the amount received for such services.

4. This section will not apply where an employee voluntarily seeks Jury Duty.

5. All time paid will be considered as time worked.

ARTICLE 30 - UNIFORM ALLOWANCE

In lieu of Uniforms an employee shall receive the following clothing allowance. The allowance is to be paid in the first pay period in February of each year.

2006	\$150.00
2007	160.00
2008	170.00
2009	180.00
2010	190.00

ARTICLE 31 - EQUIPMENT CLASSIFICATION

The equipment that may be used by employees in their current job classification is listed in Appendix "A."

ARTICLE 32 - RIGHTS OF THE EMPLOYER

1. The Town entering into this Agreement in no way diminishes its relationship as Employer to its employees, nor diminishes the Town's rights and employees duties.

2. The Town retains all of its rights as an employer, including, but not limited to, the right to assign work as required including that which requires overtime, the right to supervise as required, and the right to discipline where necessary, subject to the provisions of this Agreement, Federal, State and Local Laws.

3. The Union recognizes the rights of the Employer including managing the staff, hiring, assigning, promoting, classification, initial allocation, transferring, suspending, disciplining, discharging, determining the manner and means of achieving public policy, directing the work force, evaluating the Staff, determining the size and character of the work force.

4. The collective bargaining agreement shall not be construed to guarantee job security in part or in whole.

5. The Town of Hamden retains the right to subcontract existing or future work outside the bargaining unit at the option of the Employer. Subcontracting cannot be used merely to replace layoff personnel. Subcontracting may be used during emergency situations or for new, modified, expanded or improved services.

ARTICLE 33 - DRUG/ALCOHOL POLICY (See Appendix "B")

ARTICLE 34 - MAINTENANCE OF BENEFITS

Any benefit presently enjoyed by the employees covered by this Agreement will be retained and remain in force as if such benefit is a part of this Agreement except where such benefit has been abridged by this Agreement or where it has been otherwise mutually agreed between the Union and the Employer.

ARTICLE 34 - DURATION

All provisions of this Agreement shall be in full force and effect retroactively from January 1, 2006 to December 31, 2010 and thereafter from year to year unless modified or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving at least one hundred twenty days (120) written notice to the other party to any termination date.

Wayne E. Marshfield
FOR THE TOWN

Robert M. Dunbar
FOR THE UNION

11-2-05
DATE

9/20/05
DATE

APPENDIX "A"

	H.E.O.	M.E.O.	LABORER
Bulldozer	X		
Grader	X		
F.W.D. Loader	X	X	

Backhoe, F.W.D. & 2 W.D.	X		
Ten Wheel Dump Truck	X	X	
Ten Wheel Dump Truck w/plow	X	X	
6 Wheel Dump Truck w/GVM over 12,000 lbs	X	X	
F.W.D. Snow Plows w/GVM over 12,000 lbs	X		
Utility Tractors, 50 Hp. & under	X	X	X
Crushers	X	X	X
Screening Plants	X	X	X
Brush Chippers (Hand Fee)	X	X	X
Pickups w/GVM under 12,000 lbs	X	X	X
Roller 10,000 lbs, and over	X	X	X *
Roller under 10,000 lbs.	X	X	X
Snow Plows w/GVM 12,000 lbs and under	X	X	X
H.E.O.	Class "A" or "B"		
M.E.O.	Class "B"		
Laborer	Class "E"		

*Roller 10,000 lbs and over can be done by a qualified laborer. If the laborer does not feel qualified to run the above roller he does not have to.