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**Contract Database Metadata Elements**

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Union: **Town of Salem Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

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BC | 10604

Collective Bargaining Agreement

BETWEEN

TOWN OF SALEM

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET  
ALBANY, NEW YORK

1/1/15 - 12/31/17

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ARTICLE I    CONDITIONS AND SCOPE OF AGREEMENT

A. Town of Salem hereinafter 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 Town of Salem Highway Department, which will enhance the working program of the Town of Salem 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 construed for the accomplishment of this purpose.

C. Hereby agrees to recognize Teamsters Local 294, I.B.T located at 890 Third Street, Albany, New York as the sole and exclusive bargaining representative of:

All full-time employees of the Highway Department excluding the Highway Superintendant and all others, with regard to rates of pay, wages, hours, and working conditions or employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to items contained within the collective bargaining agreement as 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 or conditions of employment of said employee are made only through negotiations with approval of the Union.
5. The circumstances are emergency in nature.

E. Nothing herein shall restrict the Highway Superintendent, part-time, or temporary help from working as a complement to the workforce however not as a replacement.

F. THIS AGREEMENT entered into this \_\_\_\_\_ day of June 2015 between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Salem located in Salem, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2015 to December 31, 2017.

## ARTICLE 2 UNION SECURITY

A Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative. The Employer agrees to deduct from all regular employees who are Union members or those employees that choose to pay an agency shop fee covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made.

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

C Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate from the Employer's seniority list. The Chief Shop Steward shall have Super Seniority for the purpose of layoff and recall. The authority of said steward 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 messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:
  - A. Has 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.
3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.
4. No steward or alternate shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job unless mutually agreed upon by the Highway Superintendent.
5. The Job Steward or alternate designated by the Union as such shall be given a total of actual time per day, if necessary, with twenty four (24) hours advance notice of when and where

possible to process employee's grievance. Every attempt to investigate or resolve grievances should be made during non working hours.

6. The Union shall notify the Employer in writing, of the employees designated by the Union as Job Steward and alternate.

D. The Employer shall provide an employee meeting room for breaks and an area to conduct union business as well as space for a union bulletin board for the posting of union related business.

### ARTICLE 3 GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS

#### A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work. Fulltime employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. It is the desire of both parties to be fair and equitable in regards to the distribution of overtime. Seniority shall accrue and be determined in accordance with length of uninterrupted fulltime employment with the Town of Salem. This language will not prevent management from hiring outside the bargaining unit in unique and unusual circumstances.

#### B. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit
3. Employees that have not completed the (6) month probationary period, may be terminated for any or no reason without recourse under this agreement.
4. After 1 year of layoff.
5. Failure to report back after approved leave and shall be considered job abandonment.

#### C. Layoff and Recall

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees 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 in person by witness of a person who is a union member, by telegram, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) Business days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified

mail of this intent to return to work and must actually report for work within three (3) Business 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 the three (3) Business days period. Unless mutually agreed upon in the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit or job abandonment. For the purpose of this agreement Monday through Friday shall be considered business days.

3. Unless mutually agreed otherwise employees who willfully fail to return to work after three (3) business days following a leave of absence will lose all prior seniority.

#### D. Maintenance of standards

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that any perceived past practice will be brought to the attention of both parties and will be mutually negotiated.

1. All Full-Time Highway Department Employees will be provided with a \$400.00 clothing allowance annually. The Town also agrees to provide safety equipment as required or mandated by law or regulation . The Town agrees to provide up to \$200.00 between January 1 and June 30 and \$200.00 between July 1 and December 31 of each year.

2. No employee shall be required to work in inclement weather conditions unless the proper outdoor weather gear and tools are provided. The Town shall also provide for the employee proper breaks and hydration products such as water when such inclement conditions exist.

#### ARTICLE 4 PROHIBITION OF STRIKES AND LOCKOUTS

It is recognized that continued and uninterrupted operation of the Town's departments and agencies is of paramount importance to the citizens of the community and there should be no interference with such operations. The parties hereto agree that there will not be such interruption and that the Union, its officers, members, agents or principals will not engage in, encourage, or sanction strikes, slowdowns, walkouts, mass resignations, mass absenteeism or other similar actions which would involve suspension of, or interference with, normal work performance. The Town shall have the right to discipline or discharge any employee who is a Union officer or steward for encouraging, fomenting or participating in a strike, slowdown or other such job action. Any violation of this section shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 5 RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree if required to conduct meetings for the purpose of collective bargaining during the period of sixty (60) days prior to December 31<sup>st</sup> of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE 6 SEPARATION FROM EMPLOYMENT

A. Upon separation, the Employer shall pay all money due the employee, including any accrued vacation or personal time. Upon quitting, with a two-week notice or retirement or-discharge the Employer shall pay all money due to the employee on the payday in the pay period next following such quitting or separation. An Employee who retires from the Town and has applied for and been granted a bona-fide retirement benefit from the New York State retirement system will receive a cash payment for 1/3 of accumulated sick leave. In cases of death of an employee, the Town will pay the employee's designated beneficiary for any unused sick leave, up to a maximum of 1/3 of accumulated sick leave.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before last payday, or the employer shall deduct said amount from the employee's final paycheck.

ARTICLE 7 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 equipment with that does not have the safety appliance prescribed by law or regulation. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

2. Under no circumstances will an employee be required or assigned to engage in any activity in violation of any applicable statute or court order, or in violation of any government regulations relating to safety of person or equipment.

B. Reports

Employees shall immediately , or at the end of their shifts, and in writing on a form provided by the town report all defects of equipment to the highway Superintendent or his designee. 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 repaired.

C. Vehicle and Traffic Law Violations



Employer agrees to reimburse employees for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being properly and lawfully operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth, by law, regulation, or by the town. The town will not reimburse employees for any traffic and vehicle violations incurred while using town vehicles or equipment not related to defects.

D. General Safety and Security Monitoring Devices

The employer at anytime may install general safety and security monitoring devices such as but not limited to GPS, video cameras, audio recording devices, or other equipment to enhance the safety and security of the Town of Salem. Prior to the installation of such devices the union shall be notified of the location and intent of such device.

ARTICLE 8 PAY PERIOD

All employees covered hereunder shall be paid in full Bi-Weekly on Thursdays. If a holiday falls on a Thursday employees shall receive their checks on the previous day. The Town shall direct deposit employee checks to banks or credit unions of the employees choice.

ARTICLE 9 JOB DUTIES AND CLASSIFICATIONS

A. Highway Worker Class - Motor Equipment Operator

B. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of a professional mechanic unless such employee is a certified or qualified mechanic.

ARTICLE 10 VACATIONS

Vacation leave will be granted by seniority order. The Highway Superintendant shall grant vacation leave in order of seniority. Unused vacation time may be rolled over from year to year.

- A. Employees shall receive paid vacations as follows:
- 1 year up to 5 years of continuous service, 80 hours with pay.
  - 6 years – up to 10 years of continuous service, 120 hours with pay.
  - 10 years or more of continuous service, 160 hours with pay.

B. Vacation leave shall not normally be carried over to the following anniversary year, but may be allowed with approval of the Highway Superintendant. Vacation leave shall be granted when, in the opinion of the appointing authority, it may be convenient to conduct departmental business.

## ARTICLE 11 HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays at the rate of eight (8) hours per day during an eight (8) hour work day workweek and ten (10) hours per day during a ten (10) hour work day work week:

New Years Day, Floating holiday, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving, Christmas Day .

A. When a Holiday falls on a Saturday or a Sunday it will be observed when mutually agreed upon by the Highway Superintendant and a majority of the bargaining unit . All employees shall be paid (1 1/2) times their hourly rate of pay if working on that holiday.

## ARTICLE 12 SICK LEAVE

All employees covered hereunder shall be entitled to 10 sick days per year at the rate of 8 hours per day. Sick days may be accumulated to a maximum of 50 days.

Doctors Certificate and Examination: The Town of Salem may require a physician's certificate for any absence of more than three days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty days of continuous absence. In any case, the Town of Salem may require an examination by "a physician of the their choice". In the event that a physical examination is required because of alleged illness the employer shall pay the expense thereof. Employees shall not be reimbursed for mileage in connection with this provision.

Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled by a representative of the Town of Salem, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each absence if the pattern of sick leave continues.

## ARTICLE 13 PERSONAL LEAVE

Fulltime employees are eligible for 4 personal days per year at the rate of 8 hours per day. Personal leave may not be carried over. The employee shall make every effort to request personal leave at least 24 hours in advance to the Highway Superintendant when practical.

## ARTICLE 14 BEREAVEMENT LEAVE and JURY DUTY

1. All employees shall be entitled up to three (3) consecutive days absence from employment with pay, commencing with the date of death, for death in the family; i.e. Spouse, Parent, Mother-in-law, Daughter-in-law, Grandparent, Child, sibling, Father-in-law, Son-in-law,

Grandparent-in-law. With authorization from the Superintendent of highways an employee may use other accrued time to extend a bereavement leave. The Highway Superintendent will have total discretion in the approval of an employee's extended bereavement leave based on the needs of the highway department. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

2. In the event a full-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employees leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. An employee can keep any mileage expense reimbursement that may be issued by the court system for performing jury duty. When an employee receives notice to report to jury duty, the employee shall immediately submit a copy of the notice to the Superintendent of Highways and or the Town Supervisor. In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work. The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation, sick, and holiday benefits will continue to accrue during jury duty leave.

#### ARTICLE 15 MEALS AND BREAKS

A. Coffee breaks shall be at the discretion of the Superintendent of Highways and or his Deputy and not be less than two 20 minute paid breaks.

B. Lunch break is an unpaid half hour .

#### ARTICLE 16 PENSION PLAN

Employer shall participate in the New York State pension plan.

#### ARTICLE 17 HEALTH AND DISABILITY INSURANCE

The employer shall make available the present High Deductible insurance coverage (as attached) and shall make available to all full time permanent employees and their dependents coverage by this agreement Health and Major Medical, Prescription, Dental and Vision Insurance and shall pay 80% of the premium cost of said insurance and the remaining 20% will be paid by the employee. The Town will continue to pay the first 75% of the deductible with the employee paying the last 25%. In the event the Town desires to change the present coverage, they will meet with the Bargaining Unit members to discuss and receive input from each other on what the best solution for Health insurance coverage is, with both sides keeping in mind cost and the level of benefits.

## ARTICLE 18 WORK DAY AND WORK WEEK

The normal workweek from May 1st through November 30th shall be Monday through Thursday. The normal workday during this time shall be ten (10) consecutive hours. The normal workweek shall be 40 hours Monday through Thursday starting at 6 a.m. and ending at 4:30 pm. Employees required to work in excess of ten 10 hours in a workday will be paid at time and one half. (Holidays, Sick, Vacation and approved Personal Days will be considered time worked for the purpose of calculating overtime).

The normal workweek from December 1st through April 30th shall be Monday through Friday. The normal workday shall be eight (8) consecutive hours. The normal workweek shall be 40 hours Monday through Friday starting at 6:00 a.m. and ending at 2:30 pm. Employees required to work in excess of eight (8) hours in a workday will be paid at time and one half. (Holidays, Sick, Vacation and approved Personal Days will be considered time worked for the purpose of calculating overtime).

At the discretion of the Highway Superintendant the work day work week may be modified.

1. Employees called to work before or after the normal starting or quitting times will be paid a minimum of 2 hours at time and one half. Call in payment shall start at the time the employee arrives at work and punches in the time clock ( This is not pertaining to employees who continue to work beyond the normal workday).

Compensatory Time – Highway employees may be offered compensatory time instead of overtime pay at the same rate as the employee would have earned, up to a maximum of 40 hours. Use of compensatory time will be at the discretion of the Highway Superintendant. With pre-authorization from the Highway Superintendent an employee will have the option of receiving compensatory time in lieu of paid overtime. When an employee chooses to receive compensatory time, the employee will be credited with the equivalent of 1 1/2 hours for all authorized time worked over 40 hours in Compensatory credits. In the event an employee has unused hours of compensatory time at the end of the year that they have earned the employee shall receive a check at the employee's then-current rate of pay. This payment shall be in the last payroll of the year.

## ARTICLE 19 WAGES

Effective as of January 1, 2015, add 2.0% to the employees current rate of pay.  
Effective as of January 1, 2016, add 2.0% to the employees current rate of pay.  
Effective as of January 1, 2017, add 2.0% to the employees current rate of pay.

ARTICLE 20    WORKMEN'S COMPENSATION PAYMENT

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

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

ARTICLE 21    DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2015 to December 31, 2017 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 date thereof or any subsequent anniversary date.

This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE 22    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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23    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 as hereinafter provided.
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 Employer and the Union to take such steps as may be necessary to give force 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 in 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 related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.
7. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

### PROCEDURES

An employee of the Town of Salem Highway Department who has a grievance shall follow the procedure as outlined below.

STEP 1 INFORMAL STATE: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2 FORMAL STAGE: (A) Within ten (10) days after the oral determination or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's Steward may appeal such decision to the Town Board of the Town of Salem. Such appeal must be in writing, and a hearing on said appeal shall be held by the Town within ten (10) days.

(B) Within five (5) working days after the Town shall notify the grievant and the steward of their decision.

STEP 3 If the Union objects to the decision rendered by the Town of Salem, they may, within five (5) days from the receipt of such decision, submit the grievance or grievance at issue to the Public Employees Relations Board pursuant to said Agency's Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding. The cost of these proceedings will be equally divided between the Employer and the Union.

## Disciplinary Guidelines

### DISCIPLINE GUIDELINES

#### Section 1.

The Town generally follows the principles of "just cause" and "progressive discipline" for all disciplinary actions. The following progressive discipline guidelines shall be implemented.

1st offense - A verbal warning (memorialized)

2nd offense - a written warning

3rd offense - 3 day suspension (unpaid)

4th offense - termination

Disciplinary action taken shall remain in the employee file.

#### Section 2.

The parties agree that certain behavior on the part of an employee is intolerable and could result in immediate discharge. Examples of such behavior include, but are not limited to, the following:

- a) Gross insubordination
- b) Appearing at the work site under the influence of alcohol or drugs
- c) Stealing Town property
- d) Gambling on the job
- e) Willful destruction of Town property
- f) Disorderly conduct
- g) Falsifying work records
- h) Use of physical force against employees, a Supervisor, or residents

#### Section 3.

Other behavior which could result in discharge include, but is not limited to, the following:

- a) Excessive absenteeism
- b) Excessive tardiness
- c) Neglect of job responsibilities
- d) Continued practice of leaving work early
- e) Failure to perform normal, regular and other assigned duties
- f) Use of loud and abusive language toward a supervisor

#### Section 4. - Employee Rights- Generally

When the Highway Superintendent or his/her designee determines that an employee's performance has been inadequate or that an employee has engaged in misconduct, the Town may find it necessary to undertake counseling or performance reviews. Generally, employees will be given the opportunity to correct their behavior. However, some types of misconduct require immediate disciplinary measures. In the event counseling or performance reviews are undertaken or refused, and has not corrected the problem or is not appropriate, the employee's Supervisor, in concert with the Highway Superintendent, will document the problem in memorandum, discuss the problem with the employee and the memorandum will become part of the employee's file. If a second memorandum is necessary for the same problem, the Highway Superintendent, in consultation with the Town Supervisor, may initiate disciplinary measures, if not done previously. Any memorandum included in an employee's personal file must be signed not only by the Supervisor, but also the employee must be given an opportunity to sign it, indicating that they have received the document.

#### ARTICLE 24 MANAGEMENT RIGHTS

Section 1. The Town retains and reserves unto itself and its duly elected officials all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New York and/or the United States of America, any ordinance or applicable administrative rules or regulations, subject only to any limitations on such rights, powers, authority, duties and responsibilities specifically and expressly set forth in the Agreement.

It is mutually understood and agreed that the exercise of control over all Town property and the management of operations and the direction of the working forces, including the right to hire, suspend, discipline, discharge for proper cause, select, test, train, and determine ability and qualifications, establish job classifications, descriptions and standards, promote, demote, evaluate, schedule, assign, and transfer and other rights to lay off, recall and relieve employees from duty because of lack of work or for other proper and legitimate reasons, implement and comply with regulations and requirements issued by any government agency; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the municipality and its affairs, are vested in and reserved to the Town, subject only to the limitations provided by law and/or the specific and express terms of this Agreement. The Town shall have and maintain the right to determine reasonable schedules of work, establish methods and processes by which such work is performed, including contracting, and to do what is necessary and required to maintain the efficiency of operations entrusted to it and take whatever action is necessary and prudent in case of emergency. The Town further retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement. The exercise of these rights, powers, authority, duties and responsibilities by the Town and the adoption of such rules, regulations and policies as it may deem necessary will, as they apply to the employees covered by this Agreement and represented by the Union, be limited only by the specific and express terms of this Agreement.



It is understood by the parties hereto that the Town shall have reasonable flexibility in interpreting the provisions of this Agreement.

The Union agrees for its members that they will individually and collectively perform loyal and efficient work and service and that they will use their influence and best efforts to protect the property and interests of the Town, its good name, and its service to the public.

Any decision to contract for work or the use of other Municipalities shall be solely at the discretion of the Highway Superintendent provided it does not result in lay-off or termination of any full-time employees. During an emergency, if insufficient workforce or equipment is not available to address the emergency in a timely manner, the Highway Superintendent shall have the right to immediately contract out the work or utilize other Municipalities.

Section 2. The employer shall negotiate collectively and in good faith with the Teamsters as sole collective bargaining agent of qualified Employer employees in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Teamsters.

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

DATED June 15, 2015

TOWN OF SALEM  
SALEM, NEW YORK

BY  \_\_\_\_\_

TITLE: SALEM Town Supervisor

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS  
890 THIRD STREET  
ALBANY, NEW YORK 12206

BY  \_\_\_\_\_

PRESIDENT, John Bulgaro

BY  \_\_\_\_\_

Secretary Treasurer, Thomas L. Quackenbush