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Employer Name: **Ballston, Town of**

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

Local: **294**

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BC | 10467

AGREEMENT

BETWEEN

TOWN OF BALLSTON

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET

ALBANY, NEW YORK

1/1/19 - 12/31/21

ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

A. Town of Ballston, hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in order to continue its harmonious and cooperative relationship between its Employees, and specifically its employees of the Town of Ballston Highway Department, with the intent of providing a means for a settlement of differences, 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, NY as the sole and exclusive bargaining representative of:

All full-time MEOs and Laborers of the Highway Department excluding the Highway Superintendant and all others, with regard to rates of pay, wages, hours, and working conditions or employment.

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

1. The person seeking the meeting gives reasonable advance notice to the Union.
2. The Union is afforded the opportunity to attend; and
3. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with or approval of the Union, with the exception of the employee discipline procedure in this Agreement, or instances specifically set forth in this Agreement where the employee and Superintendent or designee are permitted to reach mutual agreement (see, for example, Article 15, Meals and Breaks).

E. Nothing herein shall restrict the Highway Superintendent, part-time or temporary help, or volunteer groups from working as a supplement to the work force, but not as a replacement to any full-time bargaining unit member. The following are examples of such supplements, which are not meant to be limiting: Volunteer groups such as Adopt a Highway, Friends of Kayadeross, Lions Club, and Elks, or volunteers for electrical and household waste collection days. In addition, nothing shall restrict the Town of Ballston from entering into contracts, subcontracts, or intermunicipal agreements from time to time for work that traditionally has not been performed by Highway Department employees, such as but not limited to road paving.

F. THIS AGREEMENT entered into between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Ballston located in Ballston, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2019 to December 31, 2021.

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 pay an agency shop fee covered by this Agreement dues or fees 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 after receipt of a monthly bill.

B. Changes to current law: In the event that the current laws are repealed or modified and those amendments to current laws governing the relationship between the Union and the Employer require changes made to the contract herein, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

C. Indemnification: In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding union dues or agency fees, the union shall indemnify and hold harmless the Town of Ballston against the cost of such action or proceeding and will pay any judgment entered against the Town of Ballston.

D. Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate from the Employer's seniority list as defined in Article 3. 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 as defined in Article 21.

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. 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 Superintendant, with the following exception: upon the Job Steward or designated alternate providing the Highway Superintendent or Superintendent's designee with 24 hours advance notice, the Job Steward or alternate will be given a reasonable amount of time during the workday, as mutually agreed upon with the Highway Superintendent or designee, to process an employee's grievance.

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

E The Employer shall provide an employee meeting room for breaks and an area to conduct union business as well as a union bulletin board for the posting of union related business. Such room shall be accessible after normal work hours with prior notice to and authorization from Superintendent of Highways or Superintendent's designee.

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, work at the job for which the pay is highest, provided such employees are qualified for such work as determined by the Superintendent of Highways or Superintendent's designee. Employees shall be placed on the seniority list after one hundred eighty (180) days worked from employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the Town of Ballston.

B. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge, or
2. Voluntary resignation.
3. Employees that have not completed a (6) month probationary period may be terminated for any or no reason without recourse under this agreement.
4. Employees who willfully fail to return to work after seven (7) workdays following a leave of absence will lose all prior seniority and be considered a voluntary quit.

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 or recall in person, by telegram, or by 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 in person or by registered or certified mail of this intent to return to work and must actually report for 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 the 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 shall be considered as a voluntary resignation.

3. Employees who willfully fail to return to work after seven (7) workdays following a leave of absence will lose all prior seniority and should be considered a voluntary resignation.

D. Annual Clothing, Boots, and Miscellaneous

1. All Full-Time Highway Department Employees will be provided by the town upon hire with clothing consisting of 5 safety tee shirts and 3 hooded jackets or sweatshirts, and safety vest as required by federal and/or state law. The town will replace those clothes as needed as they are returned in unusable condition or lost, as determined by the Highway Superintendent.

2. Clothing and Safety Boot Allowance - Each full-time employee will receive on verification of receipt of purchase up to \$300.00 (three hundred dollars) for safety boots and other work-related clothing (e.g. dungarees, gloves, or warm apparel) each year of the agreement. Proof of purchase must be presented to the Town by December 31 of each calendar year to receive the allowance, and any unused allowance shall not carry over into other years.

3. Prescription Safety Glasses. Employees who wear prescription glasses are expected to utilize their vision insurance benefits to obtain prescription safety glasses. To the extent employees incur costs beyond those covered by their vision insurance benefits, on verification of receipt of purchase and use of vision insurance, the town will pay up to \$400.00 (four hundred dollars) for one pair of prescription safety glasses for an employee every two years.

E. License Renewal

1. The Town of Ballston agrees to pay, upon verification and receipt, the cost of license renewal of all members of the bargaining unit.

F. Residency

1. The Town of Ballston agrees that if in the future the Town institutes a residency requirement for Highway Department employees within the Town of Ballston it shall not include members of the bargaining unit hired prior to January 1, 2013.

ARTICLE 4 PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in but not limited to the following: A strike, work slowdown, or sick out, against the Public Employer herein; nor will the Union or any of its members cause, instigate, encourage nor condone such a strike, work slowdown, or sick out, 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 or other statutory provisions as relevant.

ARTICLE 5 SEPARATION FROM EMPLOYMENT

A. Upon separation, the Employer shall pay all money due the employee, including any accrued vacation and personal days, on the payday in the pay period next following such resignation or

retirement. Resigning or retiring employees providing two weeks' notice will be paid for 1/3 of accrued sick days; other employees will not be paid for accrued sick days on separation.

B. Upon separation from employment, the Employee shall immediately return to the Superintendent of Highways or Superintendent's designee all department property in possession or assigned to the employee in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before last payday.

ARTICLE 6 EQUIPMENT

A. Defective Equipment

1. The Employer shall not require any employee to operate, nor shall any employee operate, any equipment that is not in safe operating condition or not in accordance with operator or safety manuals or procedures. It is not a violation of this agreement where such employees refuse to operate such equipment due to a reasonable belief that the equipment is not in safe operating condition, noting that employees must notify the Highway Superintendent or designee as soon as possible.

2. Under no circumstances will an employee be required 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 federal and/or state regulations relating to safety of person or equipment.

B. Reports Employees shall immediately, and in all cases by the end of their shifts, report all defects of equipment in writing consistent with definitions above to the Superintendent of Highways or Superintendent's designee. The Employer shall not ask or require any employee to use or operate equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by qualified maintenance personnel and the defect repaired, or declared not to exist, by qualified maintenance personnel. "Qualified maintenance personnel" is defined as the Highway Mechanic, or if he or she is unavailable, an employee or third-party vendor designated by the Highway Superintendent to diagnose and maintain highway equipment. Each driver shall be required to inspect his vehicle and sign the proper document if provided by the Town prior to its being operated. Any employee that does not report such known defects will be subject to disciplinary action if such failure is for just cause.

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 operated by the employee, so long as the defect was not caused by the employee.

ARTICLE 7 PAY PERIOD

All employees covered hereunder shall be paid in full on the Friday following the end of each pay period (Saturday) unless a different date is mutually agreed upon between the Union and the Town of Ballston. If a holiday falls on a Friday the employee shall be paid the previous Thursday. As a convenience to employees, paychecks may be provided to employees prior to the scheduled pay date, with the understanding that they cannot be deposited by the employee prior to the pay date. If an employee is provided a paycheck before the pay date and deposits the paycheck before the pay date, the Union agrees that the cost of any penalty associated with the early deposit be automatically deducted from the employee's next paycheck.

ARTICLE 8 JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be assigned and transferred to another job classification only if no work opportunity is lost by an employee normally performing work in that job classification to which he is assigned and transferred.

B. Highway Worker Class - Motor Equipment Operator. An employee hired on or after January 1, 2013 shall possess an appropriate CDL within 6 months of being hired. All employees will be subject to drug and alcohol screening pursuant to Appendix A of this Agreement.

C. 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. Minor maintenance would include but not be limited to such tasks as changing wiper blades, cleaning vehicles, checking oil, etc. Employees may be directed by the Superintendent of Highways or Superintendent's designee to assist qualified personnel in larger projects they may not be qualified to accomplish on their own.

D. Annual driver's license check. All employees whose job duties include driving Town vehicles are subject to annual checks of their driver's license to ensure they have a clean driving history.

ARTICLE 9 VACATIONS

A vacation calendar shall be made available and starting in seniority order offered to all highway employees between December 1 and December 31 of the preceding year. All other requests for vacation must be made in advance to the Superintendent of Highways on a first come first serve basis and will not be unreasonably denied. In cases where more than one employee requests the same vacation time the Superintendent will use the amount of advance notice given to determine who gets the requested time off. If the Superintendent of Highways determines that the work load will not allow all employees to get the requested time off, where advance notice is equal, seniority will be the determining factor. Seniority is defined as the length of continuous service for full time employees from the first date of employment with no breaks of service of over one year. Any employees who terminate employment by their own volition forfeit all seniority.

| Amount of Service | Weeks of Vacation |
|--------------------------|--------------------------|
| After 6 months | 1 |
| After 2 years | 2 |
| After 10 years | 3 |
| After 20 years | 4 |
| After 25 years | 5 |
| After 30 years | 6 |

ARTICLE 10 HOLIDAYS

The holidays for employees are as follows:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When a Holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday it will be observed on the following Monday. All employees shall be paid one and one half (1 1/2) times their hourly rate of pay for any time worked on a holiday.

The employee must work as scheduled on the working days immediately preceding and following the holiday in order to be paid for the holiday. The employee will be deemed to have worked as required if an absence on these days is caused by 1) death of a relative, 2) a required appearance by a court or other government agency, 3) employee on approved vacation, approved sick time, approved personal time, or compensatory time.

ARTICLE 11 SICK LEAVE

An employee of the Town shall be granted sick leave with pay of seven days (7) a year. Such sick leave with pay shall be granted to the employee by the department head in January every year after his/her first year of employment. The seven working days a year to be allowed an employee for sick leave with pay may hereinafter be accumulated up to a total of 100 days and may be kept to his/her credit for future sick leave with pay.

Upon becoming sick or disabled, an employee of the town may, during his/her sickness or disability, be granted sick leave with pay to the extent of the unused sick leave time which has accumulated, but no sick leave with pay shall be granted to any such person in excess of 100 days in any one year.

Doctors Certificate and Examination: The Town of Ballston may require a physician's certificate for any absence of 3 days or more. Any employee absent due to sickness must notify the Highway Superintendent or Superintendent's designee as soon as possible.

ARTICLE 12 PERSONAL LEAVE

Fulltime employees shall receive 4 personal days per year. 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 or Superintendent's designee when practical.

ARTICLE 13 BEREAVEMENT LEAVE

All employees shall be entitled up to five (5) working days absence from employment with pay for death in the family; i.e. spouse, same-sex domestic partner, parents, step-parents, parents-in-law, child, step children, siblings to include brother and sister in law (including brother and sister of same-sex domestic partner), grandparent, or grandchild. One day paid leave for the death of any other relative. Additional leave may be granted at the discretion of the Superintendent of Highways.

ARTICLE 14 JURY DUTY

All employees summoned and who serve on Jury Duty are eligible for full pay and benefits during the period of service not to exceed their scheduled hours per day. Proof must be provided in advance of jury duty to the Superintendent of Highways or his or her designee.

ARTICLE 15 MEALS AND BREAKS

- A. Employees shall be allowed up to one morning break, of a duration up to 20 minutes in the morning, the timing of which shall be at the discretion of the Superintendent of Highways or his or her designee.

- B. Lunch break is an unpaid half hour at the discretion of the Highway Superintendent or his or her designee and shall not start before 11 a.m. unless mutually agreed upon by employee and the Superintendent or designee. It is expected that employees will normally be provided their half-hour lunch break. In the event of an emergency or unexpected event that requires additional manpower such that the Superintendent direct employees to work through a substantial portion of their lunch break, employees shall receive compensation for the full half hour.

C. Whenever an employee is called out for events such as but not limited to snow, ice, or water events prior to 4:00 a.m. the employee shall receive a 45 minute paid break instead of the 20 minute morning break set forth in paragraph A above.

ARTICLE 16 PENSION PLAN

Employer shall participate in the applicable NY State Pension Plan.

ARTICLE 17 HEALTH AND DISABILITY INSURANCE

Fulltime employees will be eligible for health insurance and disability insurance after 30 days of fulltime employment. The Town of Ballston will pay for health and disability insurance coverage including Major Medical, Prescription Drug, Vision, and Dental for the employee and immediate family at the following rates:

- For employees hired before January 1, 1998, as long as part-time Town employees pay a portion of their health-care premiums, the Town will pay 95% of the premiums of employees hired before January 1, 1998, with the provision that the health-care premium contribution of employees hired before 1998 will not exceed \$25 per biweekly pay period. (If the pay period changes to semimonthly, the cap will remain at \$25 per pay period. If the pay changes to weekly, the cap will change to \$12.50 per pay period.) .
- For employees hired between January 1, 1998 and January 1, 2013, the Town will pay 85% of the premiums.
- For employees hired after January 1, 2013, the Town will pay 75% of the premiums

If the Major Medical coverage is a High Deductible Health Plan, the Town will contribute towards the premiums as stated above, and the Town will contribute to the deductible to the extent permitted by the insurance carrier, or state or federal law (see Article 23). The Town agrees to continue health and disability coverage at the same levels for employees who are out on disability or workers compensation until their return to work or separation of employment. The Town agrees if the need arises to change health insurance—for example, changing from a High Deductible Health Plan to a non-High Deductible Health Plan—it can do so provided that the benefits are equivalent or comparable to those currently provided. The Town further agrees that if the insurance carrier changes the deductible amount, deductible reimbursement limit, or wellness programs such that the maximum unreimbursed deductible amount an employee participating in a wellness program may be subject to exceeds \$750 annually, the Town will either

- change plans provided that the benefits are equivalent or comparable to those currently provided, and that the maximum unreimbursed deductible amount an employee participating in a wellness program may be subject to does not exceed \$750 annually, or
- revise Article 19 to pay additional wages equivalent to the maximum unreimbursed deductible amount an employee participating in a wellness program may be subject to, in the amount that exceeds \$750 annually.

At retirement, the Town of Ballston will pay for health insurance coverage including Major Medical, Prescription Drug, Vision, and Dental for the employee and immediate family at the following rates:

- For employees hired before January 1, 1998, the Town will pay 100% of the premiums.
- For employees hired between January 1, 1998 and January 1, 2013, the Town will pay the premiums as follows:
 - The Town will pay the same premium contribution at retirement as it does on the day preceding the employee's retirement. Thus, for example, if immediately preceding retirement the Town was paying 85% of an employee's premium, the Town will pay 85% of an employee's premium upon retirement.
- For employees hired after January 1, 2013, the Town will pay the premiums as follows:
 - For employees who retire before completing 15 years of employment, the Town will pay 0% of the premiums.
 - For employees who retire on or after 15 years of employment, but before 25 years of employment, the Town will pay 25% of the premiums.
 - For employees who retire after 25 years of employment, the Town will pay 50% of the premiums.

Retirees who are 65 and otherwise qualify for Medicare programs, including but not limited to Medicare Advantage, must enroll in such programs in order for the Town to pay the premiums stated above. If an employee who is receiving or is working and is eligible for this benefit becomes deceased, this benefit will continue to be available to his/her spouse and children until the death of the spouse, and until the children reach the age of 26.

Upon retirement the town shall participate in a health insurance plan comparable to and or equivalent to the plan that the employee participates in at the time the employee retires.

Health Insurance Opt Out

Any employee who opts out of the town's health insurance program to the extent permitted by Federal and State law will be paid \$1500.00 per year for an individual plan, \$2,500 per year for a two person plan, or \$4,000.00 per year for a family plan. Payment will be made annually each December upon proof that the employee is covered by other health insurance, and execution by the employee of a waiver of health insurance coverage to be presented by the Town. This paragraph shall not apply in any situation where an employee's covered dependent works for the Town and receives health insurance through the Town

ARTICLE 18 WORK DAY AND WORK WEEK

November 1st through April 30th

The normal workweek shall be 40 hours Monday through Friday.

The normal workday shall be eight (8) consecutive hours 7 a.m. and ending at 3:30 p.m.

Employees are expected to report and be ready to work no later than 7 a.m. and to be en route to their assigned duties by 7:10 a.m.

May 1st through October 31st

The normal workweek shall be 40 hours Monday through Thursday.

The normal workday shall be ten (10) consecutive hours 6 a.m. and ending at 4:30 p.m.

Employees are expected to report and be ready to work no later than 6 a.m. and to be en route to their assigned duties by 6:10 a.m.

The times and days set forth above, while intended to be those usually worked by employees, are not intended to limit the ability or discretion of the Highway Superintendent from scheduling employees for additional or other times and days as needed by the operational needs of the Department. This includes varying the workweek as outlined above on a date before or after May 1st/October 31st.

Employees required to work in excess of 40 hours in a workweek will be paid at time and one half. Holidays, vacation, sick days, compensatory time, and approved personal days are considered time worked for the purpose of calculating overtime. Leave other than holidays, vacation, sick days, compensatory time, and approved personal days will not be considered time worked for the purpose of calculating overtime.

Employees unexpectedly called in prior to or after the normal workday shall be guaranteed a minimum of 3 hour call in pay. This provision will not apply to situations in which the employee was previously scheduled to arrive early at work or when the employee is scheduled to be on-call for weekends and holidays as set forth below.

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 eighty hours. Use of Compensatory time will be at the discretion of the Highway Superintendent or Superintendent's designee, and may be used only after all scheduled vacation has been exhausted. Employees may roll over up to 80 hours of compensatory time from one calendar year to the next, or in the alternative may have the compensatory time paid out at the end of a calendar year, but employees may never have more than 80 hours of compensatory time.

Weekends and Holidays: The Superintendent will create a schedule to be filled on a seniority basis so that an employee is scheduled to perform water checks each Saturday, Sunday, and holiday. The employee that performs the water checks on a weekend day or holiday will be paid for at least five hours at the employee's overtime rate. The employee performing water checks on a weekend day or holiday will be able to receive cell phone calls for the duration of the day, and respond if necessary by reporting to work within 45 minutes of a call. If, after performing the water checks, the employee responds to a call later that day, in addition to the five hours of pay at the employee's overtime rate set forth above in this paragraph, the employee will be paid the greater of three hours' call-in pay or the time worked at the employee's overtime rate. Employees will only use Town vehicles to perform such water checks and work; use of personal vehicles for such water checks and work is prohibited.

- In summer months when Friday is not a normal workday ("Summer Fridays"), the Superintendent, at his discretion, may do one of the following for Summer Fridays:
 - Create a schedule for Summer Fridays identical to the one immediately above, wherein an employee performing water checks on Summer Fridays will be on call and paid in the same manner as employees performing water checks on Saturdays, Sundays, and holidays; or
 - Create a schedule to be filled on a seniority basis so that an employee is scheduled to be on call for the Summer Friday, but not do the water checks. Employees scheduled to be on call, but not perform water checks, on Summer Fridays will be paid two hours at the employee's overtime rate. Such an employee on call on the Summer Friday will be able to receive cell phone calls for the duration of the day, and respond if necessary by reporting to work within 45 minutes of a call. If the

employee responds to a call, the employee will be paid the greater of five hours, or the time worked, at the employee's overtime rate.

ARTICLE 19 WAGES

Effective as of January 1, 2019, 2% raise over 2018 pay rates.

Effective as of January 1, 2020, 2% raise over 2019 pay rates

Effective as of January 1, 2021, 2% raise over 2020 pay rates.

Longevity salary increases.

The Town of Ballston agrees to the following Longevity Schedule in regards to years of service actually worked for full-time employees with an increase over base salary.

- (1) After 5 years of service, the increase is 2% over base pay.
- (2) After 10 years of service, the increase is 3% over base pay.
- (3) After 15 years of service, the increase is 4% over base pay.
- (4) After 20 years of service, the increase is 5% over base pay.
- (5) After 25 years of service, the increase is 6% over base pay.
- (6) After 30 years of service, the increase is 8% over base pay.

For purposes of the Longevity Schedule, the base pay hourly rates are as follows:

2019

Laborer: \$13.08

Untrained MEO: \$17.75

Trained MEO: \$18.36

2020

Laborer: \$13.34
Untrained MEO: \$18.11
Trained MEO: \$18.73

2021

Laborer: \$13.61
Untrained MEO: \$18.47
Trained MEO: \$19.10

Longevity Salary Increases are not additive or cumulative; for example, the Longevity Increase for a Trained MEO after 30 years of service is 8% of base pay, or an additional \$1.47 per hour for 2019 base pay.

ARTICLE 20 WORKER'S COMPENSATION PAYMENTS

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Worker's Compensation payments shall be compensated in accordance with the law.

ARTICLE 21 GRIEVANCE AND DISCIPLINARY 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 relevant written statements and records pertaining to such case.

5. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

6. The parties may waive below time deadlines by mutual agreement. The parties may also, by mutual agreement, elect to mediate any grievance, with any costs to be equally split by the parties.

PROCEDURES

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

STEP 1 FIRST STAGE: Employees having a grievance and said employee's job steward shall in writing present such grievance to the Highway Superintendent within five days of the alleged violation. The Highway Superintendent shall in writing render his or her determination to the aggrieved employee and steward within a period of five (5) workdays.

STEP 2 SECOND STAGE: Within five (5) workdays after the 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 or appointees/designees of the Town Board. Such appeal must be in writing. The Town Board, or appointees/designees of the Town Board, shall review the decision of the Highway Superintendent and issue its decision, in writing, within 30 days after the date of the appeal.

STEP 3 If the Union objects to the decision rendered by the Town Board or appointee/designee, they may, within thirty (30) days from the receipt of such decision, submit the grievance 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.

ARTICLE 22 MANAGEMENT RIGHTS

Section 1

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 including, policies of the Town but not limited to, the right to determine and implement the mission, purpose, objectives and including but not limited to general harassment, workplace violence, and ethics policies of the Town; to determine the facilities, methods, means and number of personnel required; select, recruit, hire, appraise, train, lay off, promote, determine qualifications of employees, assign or transfer employees; to direct, deploy, utilize the work force, to decide the number and location of its businesses and service operations, the business and service operations to be conducted and rendered, to maintain order and efficiency in all its departments and operations, including the right to discipline employees.

Section 2

The employer shall negotiate collectively and in good faith with the Teamsters as sole collective bargaining agent of qualified Employer employees as defined in Article 1 section C in the determination of salaries and the terms and conditions of employment and to enter into a written agreement with the Teamsters.

Section 3

The parties agree that the rules and regulations of the Town of Ballston as currently constituted and as revised in the future, are incorporated into this contract, except as to provisions expressly agreed to herein.

ARTICLE 23 COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining by June 1st, 2021. The parties may, at their option, mutually agree to meet to discuss amendments to this agreement.

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.

ARTICLE 24 DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2019 to December 31, 2021 and shall continue in effect from year to year thereafter 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 25 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.

THE FOREGOING IS A MEMORANDUM OF UNDERSTANDING TO BE PRESENTED TO THE PARTIES FOR THEIR CONSIDERATION AND APPROVAL.

FOR THE TOWN OF BALLSTON NEGOTIATING TEAM:

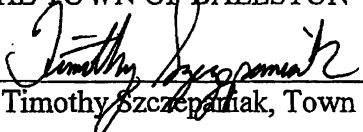
BY _____
Tim Szczepaniak

FOR THE TEAMSTERS LOCAL 294 NEGOTIATING TEAM

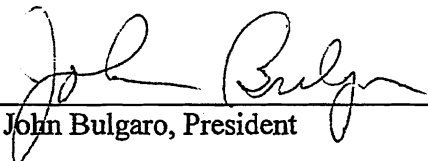
BY _____

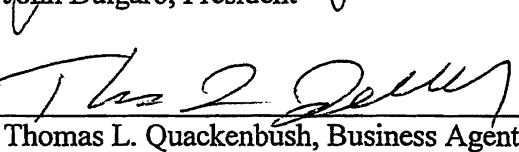
BY SIGNING BELOW, THE PARTIES SIGNIFY THAT EACH, BY MAJORITY VOTE, HAS APPROVED THE ABOVE AGREEMENT AND THAT THEY HAVE THE AUTHORITY TO RATIFY SUCH AGREEMENT

FOR THE TOWN OF BALLSTON

BY  7/18/18
Timothy Szczepaniak, Town Supervisor

FOR THE UNION

BY  7/17/18
John Bulgaro, President

BY  7/18/18
Thomas L. Quackenbush, Business Agent