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

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BC | 9730

CONTRACT
BETWEEN
THE TOWN OF MALTA
AND



TEAMSTERS LOCAL 294
January 1, 2014 through December 31, 2016

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THIS AGREEMENT made this 3rd day of February , 2014, by and between the TOWN OF MALTA, hereinafter referred to as the Employer, and LOCAL UNION 294, acting for and on behalf of the employees of the Town of Malta Highway Department, hereinafter referred to as the Employee.

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Employer and its Employees for the mutual benefit of the public, the Town Government and its employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

ARTICLE 1 - RECOGNITION

Section 1 – Recognition by Town of Local 294

The Employer recognizes Local Union 294 as the sole and exclusive representative for all employees defined in the bargaining unit for the purposes of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

Section 2 – Union’s Recognition of Town’s Legal Rights

Local Union 294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike. Nothing contained in this Article shall be construed to limit the rights, remedies or duties of the Employer provided by law.

ARTICLE 2 - COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following:

All employees and part-time employees of the Highway Department except the Highway Superintendent, Working Supervisor, Clerical, Casual and Seasonal Employees. Part-time employees are defined as those employees that work on a year round basis for a minimum of 20 hours per week. Seasonal employees are defined as those employees that work not in excess of 120 calendar days in a calendar year.

ARTICLE 3 - DUES DEDUCTIONS/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local Union 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for those employees who have signed the appropriate payroll deduction authorization permitting such deductions.

The dues structure is 2.25% times their hourly rate of pay. Employees hired after the effective date of this Agreement will pay an initiation fee of \$50.

The Employer agrees to deduct and remit such monies exclusively for Local 294, as the recognized exclusive bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wage of all non-union members within this bargaining unit, an agency shop fee in the amount of the dues levied by Local Union 294. Said sums will be transmitted to Local Union 294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of employees covered shall accompany each check.

Local Union 294 agrees to indemnify and hold harmless the Employer, each individual member of the Town Board and all agents and/or designees of the Town against any and all claims, costs, suits or other forms of liability and all court costs arising as a result of deduction taken out by the Employer in accordance with the terms of this Article.

ARTICLE 4 - COMPENSATION

Section 1 – Effective Date

Commencing January 1, 2014, employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule A. This Agreement shall be effective January 1, 2014, and shall expire on December 31, 2016.

Section 2 – Step Raises

In addition to the hourly wage base rate set forth in the collective bargaining agreement, all employees covered by the collective bargaining agreement shall be entitled to the following increases as of January 1st of that year for which the employee will be eligible during that calendar year based upon the number of years completed from their full-time employment date. (ie, an employee hired March 1, 2003 would receive an additional increase of \$.10 as of January 1, 2008)

\$.15 with 2 years of completed service
\$.10 with 3 years of completed service
\$.15 with 4 years of completed service
\$.10 with 5 years of completed service
\$.05 with 6 years of completed service
\$.05 with 7 years of completed service
\$.05 with 8 years of completed service
\$.05 with 9 years of completed service
\$.15 with 10 years of completed service
\$.05 with 11 years of completed service
\$.15 with 15 years of completed service
\$.25 with 16 years of completed service
\$.25 with 20 years of completed service
\$.10 with 22 years of completed service
\$.15 with 25 years of completed service
\$.15 with 27 years of completed service
\$.10 with 29 years of completed service
\$.15 with 30 years of completed service

The Town reserves the right to provide step-raises for the open years through a contract amendment. Such steps will be considered based on evaluations, the recommendations of the Labor Management Committee and the quality of the relationship between the Local and the Highway Department's management.

ARTICLE 5 - WORKDAY/WORKWEEK

Section 1 – Work Week

The regular workweek shall comprise of forty (40) hours per week, Monday through Friday except for the following:

Seasonal Change: To four (4), ten (10) hour days will be at the discretion of the Highway Superintendent. The employees will be given not less than seven (7) days written notice of such change stating the effective date and the hours of work. Posting on the bulletin board in the Highway Department break room will be considered sufficient notice.

Section 2 – Hours of Work

The hours of work shall be as follows: 7:00 A.M. until 3:30 P.M. The workday will begin promptly at 7:00 A.M. and all employees will be ready to commence work at that time. The only exception to these hours will be the seasonal change as stated in Section 1 of this Article.

Section 3 – Breaks

There shall be one-half (1/2 hour) unpaid lunch period during the regular work day. There shall be one (1) paid thirty (30) minute coffee break per day at a time designated by the Highway Superintendent. The coffee break shall be taken at the assigned work location as directed by the Highway Superintendent or Working Supervisor. Additionally, there shall be a fifteen (15) minute break between each snow or ice removal run. In situations in which employees are called into work before 5:00 am for snow and ice removal, the Highway Superintendent shall insure that there will be one paid ½ hour meal period at the end of the first snow or ice removal run and this paid meal period shall replace the additional fifteen (15) break between each snow or ice removal run weather permitting. The Town also acknowledges that the employees are subject to severe weather elements and all employees should contact the Highway Superintendent when severe weather elements are affecting work conditions and work performance.

Section 4 – End of Shift

Employees shall not return to the shop until ¼ hour before the end of their shift to clean up themselves. This time will be considered worked time as long as the employees are performing a job related function and not simply waiting to punch the time clock.

Section 5 – Direct Deposit

Employees may participate in a direct deposit program.

Section 6 – Swiping-In Time

For the employee's convenience only, employees are allowed to swipe their time recording cards 10 minutes prior to their normal start time, with the normal work day beginning promptly at the scheduled start time. No employee should swipe in prior to ten minutes of their scheduled start time without supervisory approval.

ARTICLE 6 - OVERTIME

All hours worked before and after the regular workday and outside the regular workweek shall be compensated at time and one-half the regular hourly rate for all full-time employees. Approved paid for time will be considered as work time for the purpose of calculating overtime.

An employee shall have the right to accumulate up to a maximum of one hundred (100) hours of compensatory time in lieu of overtime pay which he may take off as compensatory time after the completion of the work week in which the time is earned, with the prior approval of the Highway Superintendent. Any overtime earned over the maximum shall be paid for as overtime. Any compensatory time unused at the end of the calendar year shall be paid to the employee in the last payroll of each year or the employee may convert this time to sick time.

All call-in overtime will be given to the employees by Seniority in a rotating fashion. All mechanical work to be done by the Mechanic is also to be shared by all employees when schedules permit or when necessary. All overtime continuing after the regular work day will go by Seniority, except for mechanical work which will be done by the mechanic.

Employees that have a pre-arranged absence will be called for an emergency call-out except for those employees that are out-of-town (ie, further than a 35 minute response time) on a prearranged absence.

ARTICLE 7 - SPECIAL RATES

Section 1 – Call-In Work

There shall be a guarantee of two (2) hours pay at time and one half for any emergency call-out. This time will start from the time the employee commences work.

The Employee may provide a maximum of two telephone numbers to the Highway Superintendent. A telephone answering machine is a no answer.

Employees must swipe in and be ready for work the later of the time instructed to report to work or within 35 minutes of receiving the call unless otherwise approved by the Highway Superintendent.

Section 2 – Clothing and Clothing Allowance

Each employee shall receive 6 Safety T-Shirts or sweatshirts each year as determined by the Highway Superintendent and an annual clothing allowance, payable on February 1st of each year, in the amount of \$375. All employees shall receive the above reference clothing allowance, pro-rated, after completion of probation and then will receive successive uniform allowance payments on February 1st of each year. The annual clothing allowance is considered additional compensation subject to withholding and will be included on the employee's W-2.

Section 3 – Mechanic's Allowance and Access

The mechanic will receive a \$350 Tool Allowance each year of the agreement, payable prior to July 1st. The annual tool allowance is considered additional compensation subject to withholding and will be included on the employee's W-2. The mechanic shall be allowed 24 hour access to his tools that are stored at the Town Highway garage.

Section 4 – Town Property Not Returned

All uniforms and equipment not returned shall result in the deduction of the actual cost to replace such items from the employee's last paycheck. The employee shall also turn in all keys to Town facilities. An employee's last paycheck will be withheld until such time as all keys have been returned. If non-reproducible keys to the main facility are not returned, a fee of \$10.00 per key will be charged.

Section 5 – Hardhats, Vests

The Employer shall provide hard hats and safety vests that meet OSHA standards, for all employees in the Highway Department. Said equipment should be worn at all times in the work area unless deemed unnecessary by the Highway Superintendent or Working Supervisor.

ARTICLE 8 - HOLIDAYS

Section 1 – Holidays Recognized

Holidays provided will be as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- July 4th, Labor
- Columbus Day
- Veterans' Day
- Thanksgiving
- The day after Thanksgiving
- Christmas Day Floating Holiday
- Christmas Eve (½ day -- except for when Christmas Day is on Saturday, Sunday or Monday)

Section 2 – Observance of Saturday and Sunday Holidays

If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday. If a holiday falls on a Friday or on a Saturday, the day of observance shall be the previous Thursday during the summer month's workday/workweek.

Section 3 – Wages for Working Holidays

If an employee is required to work on the Thanksgiving, Christmas or New Year's holiday the employee shall be paid at the rate of two times their regular hourly rate for all hours worked plus the Holiday pay. If the employee is required to work any of the other holidays, the employee shall be paid at the rate of one and half times their regularly hourly rate for all hours worked plus the Holiday pay.

ARTICLE 9 - LEAVES

Section 1 – Vacation Leave

A. Annual Vacation

Vacation Leave will be as follows for all full time employees:

| LENGTH OF SERVICE | VACATION (DAYS) |
|--|-----------------|
| After Completion of 1 year of service | 6 (maximum) |
| After Completion of 2 years through 6 years of service | 10 |
| After Completion of 7 years through 12 years of service | 15 |
| After Completion of 13 years through 19 years of service | 20 |
| After Completion of 20 years of service | 25 |

Additionally, full time employees that are volunteer firefighters or emergency medical services volunteers and who have earned a year of service credit under the respective volunteer service award program in a calendar year will be awarded 5 additional vacation days for that year of service credit in the following calendar year. Each year the Town will determine who qualifies for this additional vacation benefit based upon a review of the service award program point listings.

Eligibility:

Employees are eligible to earn vacation after the completion of one year of service from the first day the employee is employed as a full-time employee as defined above. An employee after completing one year of service will have their vacation leave bank credited for one half (2) vacation day per month for time to be earned from that date until the beginning of the next calendar year. Beginning with that next calendar year and thereafter, an employee's vacation leave bank will be credited January 1st with the amount of vacation time outlined above for which the employee will be eligible during that calendar year based upon their full-time employment date. Although vacation time is added to the leave bank on January 1st, it is considered earned during that year on a pro-rata monthly basis.

Examples:

- Employee A: Hired full-time 6/1/96, 3.5 vacation days credited to their vacation leave bank 6/1/97 for vacation time to be earned 6/1/97 - 12/31/97. Employee's vacation leave bank is credited with 10 days on 1/1/98 for vacation time to be earned 1/1/98 - 12/31/98.

- Employee B: Hired full-time 10/1/96, 1.5 vacation days credited to their vacation leave bank 10/1/97 for vacation time to be earned 10/1/97 - 12/31/97. Employee=s vacation leave bank is credited with 10 days on 1/1/98 for vacation time to be earned 1/1/98 - 12/31/98.
- Employee C: Hired full-time 6/30/88, 15 vacation days credited to their vacation leave bank on 1/1/98 for vacation time to be earned 1/1/98 - 12/31/98.

B. Holidays Falling on Vacation Time

If a holiday falls within a vacation week another day will be given, with approval of both Highway Superintendent and employee.

C. Accumulation of Vacation Credits

Vacation credits may be accumulated up to forty (40) hours and carried to the next year if not used in the year earned.

D. Vacation Credits Upon Death

Unused vacation time will be paid to surviving beneficiary upon employee's death.

E. Vacation Preferences by Seniority

Vacation week preferences will be granted by seniority and employees should submit preferences by February 28th. Employees will be notified by the Highway Superintendent within 14 days after February 28th as to whether their vacation week preferences were approved.

Gary Osterhout may use one (1) week vacation leave between December 1 and April 1. When Mr. Osterhout retires, this section of the Agreement shall be eliminated.

During December 1st to April 1st, no employee other than Gary Osterhout may be out on approved vacation unless the employee is able to swipe in and be ready for work within thirty-five minutes of receiving the call. This provision is intended to ensure that enough employees are available for call out in the event of snow or similar emergency.

The Highway Superintendent may disapprove a proposed vacation schedule if in his opinion it interferes with functioning of the Department.

F. Vacation Leave Increments

Vacation leave must be used at 4 hour minimum increments unless the leave is used at the beginning or end of the work day and then the vacation leave can be used in less than 4 hour increments.

Section 2 – Sick Leave

A. Sick Leave for Full-Time Employees

Sick leave provided will be as follows for full-time employees:

| AFTER COMPLETION OF | SICK LEAVE (DAYS) |
|----------------------|-------------------|
| 2 months of service | 1 |
| 4 months of service | 1 |
| 6 months of service | 1 |
| 8 months of service | 1 |
| 10 months of service | 1 |
| 12 months of service | 1 |

Thereafter, on the first day of each calendar year eligible employees sick leave banks are credited with 9 sick leave days with a maximum accumulation of 165 days. Although sick leave is added to the leave bank on January 1st of the calendar year, it is considered earned during the subsequent year on a pro-rata monthly basis.

B. Becoming Sick on the Job

Employees who become sick during the work day and must be relieved from work may receive sick pay for the hours not worked that day if employee has accumulated the necessary hours.

C. Maximum Sick Leave Accrual; Abuse of Sick Leave

Employees may accumulate up to a maximum of thirteen hundred and twenty (1320) hours sick leave at the prevailing hourly rate. SICK LEAVE MUST BE USED AS SUCH. Any pattern of abuse of this provision will be cause for disciplinary action. In addition to your own illness, sick leave may also be granted

for medical and dental appointments or when a member of your household, as defined by FMLA, requires your personnel care and attention due to illness. . Accumulated unused sick leave hours may be used towards additional service credit in the New York State retirement system to the extent otherwise permitted by law and regulation.

D. Doctor's Certificate

A doctor's certificate is required if an employee has been on sick leave for three (3) consecutive workdays unless waived by the Highway Superintendent.

E. Sick Leave Increments

Sick leave must be used in 1 hour increments.

Section 3 – Personal Leave

A. Full-Time Employees

Personal leave will be as follows for full time employees:-

| AFTER COMPLETION OF | PERSONAL LEAVE (DAYS) |
|----------------------|-----------------------|
| 1 month of service | 1 |
| 3 months of service | 1 |
| 5 months of service | 1 |
| 7 months of service | 1 |
| 9 months of service | 1 |
| 11 months of service | 1 |

Thereafter, on the first day of each calendar year eligible employees personal leave banks are credited 3 personal leave days. Although personal leave is added to the leave bank on January 1st of the calendar year, it is considered earned during the subsequent year on a pro-rata monthly basis.

If an employee does not use accumulated Personal Leave by the end of the year in which it is earned, the remaining personal leave can be carried over into the following year and is added to the accumulated sick leave balance. The maximum amount of accumulated sick leave still applies.

Section 4 – Bereavement Leave

Bereavement leave will be as follows for full time employees:

In the case of a death in the immediate family the employee will be granted five (5) paid working days off for bereavement, which do not have to be subtracted from any of their leave balances. Immediate family member of the employee shall mean any one of the following:

| | | | |
|---------|----------|--------|---------|
| Wife | Daughter | Mother | Sister |
| Husband | Son | Father | Brother |

In the case of a death of certain extended family members of the employee or his/her spouse, the employee will be granted three (3) paid working days for bereavement, which do not have to be subtracted from any of their leave balances. These extended family members of the employee or spouse shall mean any one of the following:

| | | |
|-------------|---------------|-----------------|
| Grandmother | Mother-in-Law | Daughter-in-Law |
| Grandfather | Father-in-Law | Son-in-Law |

In the case of a death of other extended family members of the employee or his/her spouse, the employee will be granted one (1) paid working day for bereavement, which does not have to be subtracted from any of their leave balances. This group of extended family members of the employee or spouse shall mean any one of the following:

| | |
|----------------|--------------------|
| Sister-in-Law | Grandmother-in-Law |
| Brother-in-Law | Grandfather-in-Law |

Employees who miss work due to the death of relatives not defined above must use other paid leave, such as personal or vacation time. Bereavement Leave commences the day after the death and should be taken in consecutive working days.

ARTICLE 10 - RETIREMENT

Section 1 – Coverage by NYS Retirement Plan

All employees shall be covered by New York State Retirement Plan and receive whatever benefits are available to said employees under said Plan.

Section 2 – Eligibility Requirements

The Employer will provide health insurance coverage for retirees if all of the following eligibility requirements are met:

1. Employees, at the time of their retirement, must have been employed on a full-time basis for a minimum of ten (10) years, by the Employer (twenty (20) years for those employees hired on or after January 1, 1996)(thirty (30) for those employees hired on or after January 1, 2014). Full-time basis, for purposes of this policy, is defined as a minimum of forty (40) hours per week.
2. Employees must be age 55 or older and must be eligible to receive a pension from the New York State Retirement System. Employees hired after July 1, 2008 must be age 62 or older and must be eligible to receive a pension from the New York State Retirement System. Employees hired after January 1, 2014 must be age 65 or older and must be eligible to receive a pension from the NYS Retirement System.

NOTE: Employees who meet the eligibility requirements stated in numbers 1 and 2 above are eligible for coverage at the time of retirement even if they had previously opted out of the health insurance program.

If, at the time of retirement, an employee was required to pay a percentage of the monthly health insurance premium, he/she must continue to pay this cost as a retiree. Employees retiring who elect a health care provider other than the designated health care plan will be responsible for the premium difference.

Union members are required to join a Medicare Advantage Health Care Plan or its equivalent plan if changed by the government, if eligible.

The Employer will provide health insurance for the spouses of eligible retirees. Upon the death of a retiree, the surviving spouse may continue coverage in the health insurance plan; however, he or she will be required to contribute 25% of the monthly premium. For employees hired after January 1, 2014 the surviving spouse will be responsible to contribute 100% of the monthly premium. Additionally, spouses of employees retiring after December 31, 1997 who elect a health care provider other than the designated health care plan will be responsible for the premium difference.

Medicare Part B Reimbursement:

The Employer will reimburse all eligible retirees and their spouses the cost of Medicare Part B. Reimbursements will be effective from the date the Employer is notified and will be made on a quarterly basis. For employees hired after January 1, 2014, the Town will no longer reimburse the retiree and their spouse for Medicare Part B upon retirement.

ARTICLE 11 - HEALTH AND DISABILITY INSURANCE

Section 1 – Disability Coverage

All employees shall be covered by Disability Insurance, paid for by the Town.

Section 2 – Choice of Insurance Plans; Contributions.

The Employer shall attempt to provide all eligible employees with a choice of health insurance plans which have comparable benefits. Eligible employees are defined as those employees who are appointed to work a minimum of forty (40) hours per week, employed on a year round basis. Coverage is provided for spouses and children of eligible employees. Employees that are ineligible based upon the Employer's criteria have the option of participating in the Employer's health insurance plans with the employee responsible for one hundred percent (100%) of the cost.

The Employer shall contribute the cost of the monthly premium of the Employer's "designated" health and dental care plan. The designated health and dental care plan for a given fiscal year will be identified by the Employer pursuant to a Town Board resolution at a monthly Town Board meeting. Employees who elect a health care provider other than the designated health and dental care plan will be responsible for the premium difference. However, the Employer will continue to contribute the cost of the health insurance plan chosen by retired employees who retired prior to January 1, 1998, but the Employer encourages the retired employee to elect the designated health care plan.

All employees hired as a full-time employee on or after January 2, 1990 and before January 3, 2002 are required to contribute 10% of the full cost of the health insurance plan. All employees hired as a full-time employee on or after January 3, 2002 are required to contribute 15% of the full cost of the health insurance plan. Full-time employees hired prior to January 2, 1990 would not be required to contribute even if they had previously opted out of the health insurance plan.

All employees hired on or after January 1, 2014 are required to contribute 25% of the full cost of single health coverage, 30% of the full cost for two person health coverage and 36% of the full cost for family health coverage.

Section 3 – Opt-Out Option.

Opt-Out: All employees covered by this agreement will have the opportunity to Opt-Out from the Health Coverage if they have coverage through another health plan. Employees that participate in the opt-out will be compensated as follows; Single Person Coverage \$900 per year. Two Person Coverage \$1,300 per year and Family Coverage \$1,800 per year. Payments will be pro-rated for new employees who are hired after January 1 and for employees who leave employment with the Employer prior to December 31. Lump sum payments will be paid to the employee the first payroll in December. Payments in lieu of health insurance are considered additional compensation subject to withholding and will be included on the employee's W-2.

**ARTICLE 12 - NEW YORK STATE TEAMSTERS JOINT
COUNCIL 18 FEDERAL CREDIT UNION**

Drive Fund Contributions - International Brotherhood Of Teamsters: Permanent employees of the Bargaining Unit shall be permitted to participate in the Democratic, Republican, Independent Voter Education Fund of the Teamsters Union. The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase weeks worked excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck-

ARTICLE 13 - SENIORITY

Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee laid off for a period in excess of one year shall lose his seniority rights.

ARTICLE 14 – GRIEVANCES

Section 1. Definition of a Grievance

A grievance is a claim by any member of the Unit that a specific term of this Agreement has been violated.

Section 2 -- Grievance Procedure

Grievances shall be handled in the following manner. Time spent making, prosecuting, appealing and/or resolving grievances is not compensable time to the aggrieved employee.

STEP 1. Any employee advancing a grievance (“aggrieved employee”), or the Unit’s Shop Steward, shall initially contact the Highway Superintendent in an effort to reach a resolution to the grievance. In the event a resolution has not be reached, and the aggrieved employee wishes resolution of his grievance, the grievance shall be put in writing and hand delivered to the Town Highway Superintendent or his secretary within fifteen business days after the reason for the grievance has occurred. The written grievance shall identify the portion or portions of this Agreement which are alleged to have been violated, together with a precise narrative (including dates, times and witnesses) of and to such violation(s), and shall be dated and personally signed by the aggrieved employee. Grievances not reduced to writing and delivered to the Town Highway Superintendent or his secretary within fifteen business days from the date of discovery after the reason for the grievance has occurred, are waived. The fifteen business day deadline may be postponed by mutual agreement by the parties.

STEP 2. If the issues raised in the written grievance are not resolved between the aggrieved employee and the Town Highway Superintendent in writing within five business days of receipt of the written grievance, the Town Highway Superintendent shall provide a written response to the written grievance within five business days thereafter. Failure to resolve the grievance in a manner acceptable to the aggrieved employee, or failure to provide a written response with the time period set forth above, shall constitute a denial of the written grievance.

STEP 3. If the grievance is denied as set forth in Step 2, the aggrieved employee may appeal the Town Highway Superintendent’s denial to the Town Board in writing delivered to the Town Clerk. This request must be made in writing within five business days of the denial, or the grievance shall have been waived. The written appeal shall provide all of the information set forth in Step 1 (which may be accomplished by attaching the original written grievance together with all additional relevant information

acquired by the aggrieved employee since the date thereof), together with written explanation of why grounds cited by the Town Highway Superintendant in any written answer to the grievance are not dispositive. The Town Board shall begin review the appeal within forty-five days of receipt thereof by the Town Clerk, and may call and interview witnesses and review documentation in making its determination with respect to such appeal. All members of the Unit are strictly obligated by this Agreement to provide such information and testimony. Time spent providing such information or testimony to the Town Board (by other than the aggrieved party) shall be paid by the Town, but only for the actual time spent testifying. The Board shall make a determination within thirty-five days following commencement of its review of the appeal, or within thirty-five days following conclusion of any investigation, whichever occurs later in time, except that in no event shall the Town Board fail to make a determination within five months of receipt of such appeal. Failure to make a determination of the appeal within five months shall constitute denial of the appeal and the grievance.

STEP 4. Upon determination of the appeal, either the aggrieved employee or the Town Highway Superintendant may pursue resolution through the Public Employment Relations Board, provided such submission shall be made in writing and shall be filed with the Public Employment Relations Board within ten (10) calendar days of denial of the appeal as set forth in Step 3. Thereafter, the PERB rules and regulations for the handling of grievance shall apply. The process of mediation arbitration will be used when available. The fees and expenses of the arbitrator shall be divided equally between the Employer and Local Union 294 or the employee, if the Local Union does not support the employee's desire to contest the discipline and the penalty at arbitration.

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1 – Membership in Bargaining Unit

All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week in that period. The Employer will continue to deduct Union Dues or Agency Shop Fees after 30 days of employment. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2 – Incorporation of Town Manual and Work Rules; Acknowledgement of Receipt of Same

It is hereby recognized that the rules and regulations including but not limited to the Town Manual of the Employer for all departments, a copy of which is posted on the bulletin board at the Town Garage, is part of this contract, together with the Work Rules

annexed hereto. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with copies of the Town Manual and a set of the Work Rules.

Section 3 – Disciplinary Procedures

An employee covered by this Agreement who has successfully completed his probationary period shall use the following for procedure for disciplinary and discharge matters in lieu and in place of procedures specified in Section 75 and other applicable sections of the Civil Service Law and the Employer's Employee Personnel Manual.

A. Disciplinary action shall include, but is not limited to, written reprimands, suspension, demotion, discharge, fines or any combination thereof or such other such penalties as may be imposed by the Employer. The Town has 15 days in which to notify the employee and Local Union 294 that it reserves the right to initiate a disciplinary action. A notice of such discipline shall be made in writing and served upon the employee with a copy to the Town Comptroller and to Local Union 294 either by mail or by mailing a copy (either by regular U.S. mail or certified mail return receipt requested) to the employee at his last known residential address. The specific acts for which discipline is being imposed and the penalty shall be specified in the notice. In the event that an employee is to receive a penalty of suspension without pay or a penalty of termination, a pre-suspension or termination hearing will be held to comply with existing case law, which hearing will involve the Employer, the affected employee, and a representative from Local Union 294, if the employee so elects. The purpose of this hearing is solely to comply with case law regarding the need for such hearing prior to a suspension or termination of a tenured public employee. An employee must be served with a notice of discipline either personally or, if the employee is on leave of absence or is unavailable due to an unauthorized leave of absence, then by either regular mail or certified mail, return receipt requested, to the employee's last known residential address. The fifteen business day deadline may be postponed by written mutual agreement by the parties.

B. If the employee disagrees with the determination or disciplinary action imposed, the employee may appeal to the Town Board following the grievance procedure set forth in Article 14 of this Agreement. Failure to submit a written opposition within 5 working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the matter will be settled in its entirety.

C. An employee shall have the right to be represented in disciplinary matter by a Local Union 294 representative if the employee elects to do so. Should the employee choose not to be represented in such matter, he shall do so in writing with a copy going to

Local Union 294. Nothing contained herein shall be construed as limiting the right of an employee to informally resolve the disciplinary matter by settlement with the Highway Superintendent and the employee may waive his rights to the procedure as outlined herein. Any settlement agreed upon between the parties shall be reduced to writing and shall be final and binding upon all parties.

ARTICLE 16 - RECIPROCAL RIGHTS

Section 1 – Union Representative

The Employer recognizes the right of the employees to designate a representative of Local Union 294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for foregoing purposes, provided such visits do not interrupt the work schedule. Such employee representatives shall also be permitted to appear at public hearings upon the request of the employees.

Section 2 – Union’s Right to Post Notices

Local Union 294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer subject to the approval of the content of such notices and communications by the Employer.

Section 3 – Union Representative for Adjusting Grievances and Administrative Duties

An employee will be designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations not to exceed 2 hours per week or 8 hours per month whichever is greater unless waived by the Highway Superintendent.

Section 4 – Seasonal Employees

In accordance with past Employer practices, Local Union 294 Teamsters recognize Management’s prerogative to hire seasonal employees to complement the Highway Department workforce as needed. However, it is understood that full-time employees shall, in all cases, be accorded preferred consideration in regard to assignment of work and overtime responsibilities.

ARTICLE 17 - SAVING CLAUSE

Section 1 – Savings Provision

If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or

enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Articles in this Agreement, or any addition thereto, shall not be affected.

Section 2 – Replacement of Illegal Provision(s).

If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 18 - 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 or law by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 19 - APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local Law applicable thereto, and any of the terms of this Agreement which are not consistent with, or conform to, any Federal, State or Local Laws shall be deemed null and void.

ARTICLE 20 – MANAGEMENT RIGHTS

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

The Employer retains the right to discipline and discharge for just cause. The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Employer; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and establish the methods and processes by which such work is performed, including contracting. The Employer retains the right to

direct employees, to hire, promote and transfer them, subject to law and terms and conditions of this Agreement; to maintain the efficiency of operations entrusted to the Employer, and take whatever action is necessary to carry out the mission of the Employer in case of emergency provided that the exercise of such rights shall not violate other articles of this Agreement. The Employer also retains the right to make reasonable rules and regulations pertaining to employees covered by this Agreement provided that such rules and regulations do not conflict with law or any express provisions of the Agreement including, but not limited to, the Work Rules annexed hereto. The Employer agrees to notify and consult with the Union prior to the establishment of new work rules or the modification of existing work rules except those that conflict or interfere with mandatory subjects to bargaining. When any existing rules are change or new rules are established, they shall be posted on the Highway Garage bulletin board.

The 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.

ARTICLE 21 – ZIPPER CLAUSE

This Agreement is not subject to amendment, alteration or addition except by a subsequent written agreement between and executed by the Employer and Local Union 294. The waiver if any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of terms and conditions hereof. Local Union 294 acknowledges that during negotiations that resulted in this Agreement, it had the unlimited right and opportunity to make demands and proposals respecting mandatory subjects of negotiations and that the agreements herein set forth were arrived at after the full exercise of that right and opportunity. It is further understood and agreed that for the term of the Agreement, Local Union 294 and the Employer will not engage in any further negotiations except on the mutual consent of the parties.

ARTICLE 22 - TERMINATION CLAUSE

Section 1 – Automatic Renewal

This Agreement shall be in full force and effect from January 1, 2014, to and including December 31, 2016, and shall continue in full force and effect from year to year

thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2 – Notice to Renegotiate

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to December 31, 2016 advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

ARTICLE 23 - NON DISCRIMINATION

The Employer and the Local Union 294 agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, age, disability or handicap.

ARTICLE 24 LABOR MANAGEMENT COMMITTEE

The Employer and the Local Union 294 agree upon ratification of this Agreement to meet and form a Labor Management Committee.

Upon ratification of this Agreement the Labor Management Committee will review the work rules and make recommendations to the Town and the Local regarding lower retention periods for lesser and minor violations, and other changes or clarifications.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this third day of February, 2014, effective January 1, 2014.

TOWN OF MALTA

By: Paul J. Sausville
Paul J. Sausville, Supervisor

TEAMSTERS LOCAL 294

By: John Bulgaro
John Bulgaro, President

By: Thomas Quackenbush
Thomas Quackenbush, Business Agent

SCHEDULE A -- TOWN OF MALTA -- JOB DESCRIPTIONS

JOB TITLE: Heavy Equipment Operator
DEPARTMENT: Highway
REPORT TO: Highway Superintendent
CIVIL SERVICE STATUS: Non-Competitive
FULL/PART-TIME: Full-time
PREPARED BY: Peter Balet 5/2000

JOB SUMMARY:

Operate a variety of automotive and heavy equipment and machinery and perform a variety of manual tasks in connection with the construction, repair and maintenance of Town owned roads, highways, parks and other facilities.

ESSENTIAL JOB FUNCTIONS:

Perform repair, resurfacing and maintenance of roads and highways, such as hauling sand and blacktop, plowing snow, mowing road sides, reconstructing and paving roads, installing and maintaining street signs.

Perform maintenance work on Town parks and bikeways.

Maintain, repair and install drainage pipes and storm drains.

Cut grass and trees, remove brush, and pick-up leaves and roadside debris.

Maintain and repair Town owned buildings and grounds.

Perform metal fabrication.

Operate the tri-town gravel bank.

Assist with the maintenance and repair of all Town equipment.

Clean equipment.

Move voting machines and town furniture, sweep floors, and paint town property when required.

Construct a variety of projects from picnic tables to storage buildings.

Operate a variety of machinery and heavy equipment in the performance of regular duties such as backhoe, bucket loader, street sweeper, loader, gradeall, grader, compressor, jack hammer, roller, paver, bush hog and mowers, chipper, chain saws, culvert steamer, generator, equipment trailer, trucks, bulldozer, and other miscellaneous equipment.

Perform any other job related duties that might be requested by the Highway Superintendent.

SUPERVISORY RESPONSIBILITIES:

Employees in this position do not have any supervisory responsibilities.

WORK IMPACT:

This position must possess the skills to operate a variety of equipment and to repair Town equipment. This position must adapt to the variety of tasks that are assigned and must perform these tasks in an efficient manner. It is the responsibility of employees in this position to insure safe conditions of all Town owned roads, highways and other facilities.

PHYSICAL ACTIVITIES AND REQUIREMENTS:

Ability to perform climbing, balancing, stooping, kneeling, crouching, crawling, reaching, sitting, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions. Ability to exert up to 100 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

MENTAL AND VISUAL DEMAND:

Moderate mental and visual application required for performing manual work, machine operations, setups, inspection, and adjustments which require frequent decisions to detect and adjust for variance from proper operation.

ENVIRONMENTAL CONDITIONS:

The worker is subject to both inside and outside environmental conditions: Activities occur inside and outside.

The worker is subject to extreme cold: Temperatures below 32 degrees for periods of more than one hour.

The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.

The worker is subject to noise: There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.

The worker is subject to vibration: Exposure to oscillating movements of the extremities or whole body.

The worker is subject to hazards: Includes a variety of physical conditions, such proximity to moving mechanical parts, electrical current, working on scaffolding and high places, exposure to high heat or exposure to chemicals.

The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases or poor ventilation.

The worker is subject to oils: There is air and/or skin exposure to oils and other cutting fluids.

MINIMUM JOB QUALIFICATIONS:

(Adopted by Saratoga County Civil Service)

- A) One year of experience in the operation of specialized or heavy motor equipment; or
- B) Two years of experience in the operation of some type of automotive equipment or construction equipment; OR
- C) An equivalent combination of training and experience.

Special Requirements:

Possession of a New York State Commercial Drivers License within 6 months of employment

Possession of a Federal Mine Safety Certificate within 1 year of employment and upon receiving the proper training from the Town

EMPLOYER'S DISCLAIMER:

- * This Job Description is intended for the internal use by the Town of Malta and does not replace the Job Specification that has been adopted by the Saratoga County Civil Service Department.
- * All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
- * This job description in no way states or implies that these are the only duties to be performed by the employee holding this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.
- * This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship.

**TOWN OF MALTA
JOB DESCRIPTION**

JOB TITLE: Automotive Mechanic
DEPARTMENT: Highway
REPORT TO: Highway Superintendent
CIVIL SERVICE STATUS: Non-Competitive
FULL/PART-TIME: Full-time
PREPARED BY: Ronni M. Travers, 11/1994

JOB SUMMARY:

Perform skilled work in the repair and maintenance of Town owned automotive and motor equipment to insure proper and safe operation as well as increase equipment longevity.

ESSENTIAL JOB FUNCTIONS:

Perform routine maintenance and inspections of all town equipment (small, medium, and heavy duty).

Diagnose failures and repair and maintain a variety of Town equipment including, but not limited to, chain saws, generators, lawn tractors, push mowers, road sanders, snow plows, snow blowers, utility trucks, bulldozer, backhoes and gradall.

Procure parts and supplies for automotive and equipment repair operations.

Keep abreast of changes in Department of Motor Vehicle rules and regulations and make necessary adjustments to equipment.

Perform duties of Heavy Equipment Operator or Laborer when necessary.

When deemed necessary, operate a variety of equipment in the performance of Heavy Equipment Operator and Laborer duties such as chain saws, water pumps, generators,

lawn tractors, push mowers, weed trimmers, pull broom, compressor, road sanders, snow plows, crack sealing machine, york rake, snow blowers, post hole digger, utility trailer, equipment trailer, tampers, bulldozer, backhoe, gradall, loaders, grader, roller paver, dump trucks, pickups, jeep, brush hogs, industrial tractors, road sweeper, sickle bar mower, shovels, rakes, pick axes, and brooms.

SUPERVISORY RESPONSIBILITIES:

Employees in this position do not have any supervisory responsibilities.

WORK IMPACT:

This position summarizes repairs and maintenance projects by their importance to the Town and then executes these tasks according to their priority. The maintenance and repair of Town equipment is essential to the efficient operation of the Highway Department.

PHYSICAL ACTIVITIES AND REQUIREMENTS:

Ability to perform climbing, balancing, stooping, kneeling, crouching, crawling, reaching, sitting, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions. Ability to exert up to 100 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

MENTAL AND VISUAL DEMAND:

Moderate mental and visual application required for performing manual work, machine operations, setups, inspection, and adjustments which require frequent decisions to detect and adjust for variance from proper operation.

ENVIRONMENTAL CONDITIONS:

The worker is subject to inside environmental conditions: Protection from weather conditions but not necessarily from temperature changes.

The worker is subject to outside environmental conditions: No effective protection from weather.

The worker is subject to both inside and outside environmental conditions: Activities occur inside and outside.

The worker is subject to extreme cold: Temperatures below 32 degrees for periods of more than one hour.

The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.

The worker is subject to noise: There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.

The worker is subject to vibration: Exposure to oscillating movements of the extremities or whole body.

The worker is subject to hazards: Includes a variety of physical conditions, such proximity to moving mechanical parts, electrical current, working on scaffolding and high places, exposure to high heat or exposure to chemicals.

The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases or poor ventilation.

The worker is subject to oils: There is air and/or skin exposure to oils and other cutting fluids.

MINIMUM JOB QUALIFICATIONS:

(Adopted by Saratoga County Civil Service)

- A) Two years of experience as a skilled automotive mechanic; OR
- B) An equivalent combination of training and experience.

Special Requirements:

Possession of a Commercial Drivers License
Possession of a Motor Vehicle Inspector License
Possession of a Federal Mine Safety Certificate

EMPLOYER'S DISCLAIMER:

- * This Job Description is intended for the internal use by the Town of Malta and does not replace the Job Specification that has been adopted by the Saratoga County Civil Service Department.
- * All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
- * This job description in no way states or implies that these are the only duties to be performed by the employee holding this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.
- * This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship.

**TOWN OF MALTA
JOB DESCRIPTION**

JOB TITLE: Laborer
DEPARTMENT: Highway
REPORT TO: Highway Superintendent
CIVIL SERVICE STATUS: Labor
FULL/PART TIME: Full-Time
PREPARED BY: Ronni M. Travers 1/1995

JOB SUMMARY:

Perform a variety of manual tasks in connection with the construction, repair and maintenance of Town owned roads, highways, parks and other facilities.

ESSENTIAL JOB FUNCTION:

Perform repair, resurfacing and maintenance of roads and highways, such as removing slabs of concrete, filling expansion joints with asphalt, spray patching, and applying stone.

Assist in raking, tamping and shoveling cold patch materials.

Assist in painting, installing and maintaining street signs.

Clean tools, equipment, materials and work areas, including the Highway garage.

Perform maintenance work on Town parks.

Assist in maintaining, repairing and installing drainage pipes and storm drains.

Cut grass and trees, remove brush, and pick-up leaves and roadside debris.

Assist in maintaining and repairing Town owned buildings and grounds.

Move voting machines and town furniture, sweep floors, and paint town property when required.

Operate a variety of equipment in the performance of regular duties such as a lawn mower, snow blower, weed eater, and leaf blower in the performance of regular duties.

SUPERVISORY RESPONSIBILITIES:

Employees in this position do not have any supervisory responsibilities.

WORK IMPACT:

This position must adapt to the variety of tasks that are assigned and must perform these tasks in an efficient manner.

PHYSICAL ACTIVITIES AND REQUIREMENTS:

Ability to perform climbing, balancing, stooping, kneeling, crouching, crawling, reaching, sitting, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, and repetitive motions. Ability to exert up to 100 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

MENTAL AND VISUAL DEMAND:

Minimum mental and visual application required for performing highly routine, simple, rough, or closely directed work.

ENVIRONMENTAL CONDITIONS:

The worker is subject to outside environmental conditions: No effective protection from weather.

The worker is subject to both inside and outside environmental conditions: Activities occur inside and outside.

The worker is subject to extreme cold: Temperatures below 32 degrees for periods of more than one hour.

The worker is subject to extreme heat: Temperatures above 100 degrees for periods of more than one hour.

The worker is subject to noise: There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.

The worker is subject to vibration: Exposure to oscillating movements of the extremities or whole body.

The worker is subject to hazards: Includes a variety of physical conditions, such proximity to moving mechanical parts, electrical current, working on scaffolding and high places, exposure to high heat or exposure to chemicals.

The worker is subject to atmospheric conditions: One or more of the following conditions that affect the respiratory system or the skin: Fumes, odors, dusts, mists, gases or poor ventilation.

The worker is subject to oils: There is air and/or skin exposure to oils and other cutting fluids.

MINIMUM JOB QUALIFICATIONS:

Required to have New York State Driver's License.

EMPLOYER'S DISCLAIMER:

- This Job Description is intended for the internal use by the Town of Malta and does not replace the Job Specification that has been adopted by the Saratoga County Civil Service Department.
- All requirements are subject to possible modification to reasonably accommodate individuals with disabilities.
- This job description in no way states or implies that these are the only duties to be performed by the employee holding this position. Employees will be required to follow any other job-related instructions and to perform any other job-related duties requested by their supervisor.
- This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship.

HOURLY WAGES - BASE RATES

All employees will receive the following:

| | |
|------|--|
| 2014 | \$.38 per hour increase retroactive to January 1, 2014 |
| 2015 | \$.50 per hour increase |
| 2016 | \$.50 per hour increase |

VACANCIES

Vacancies will be filled on January first following the year of the vacancy at the minimum rate of the four HEO categories as set forth in the Town's adopted wage and salary schedule.

SCHEDULE B -- WORK RULES

Town of Malta Work Rules for Teamsters Local 294

| Rule Number | Description of Violation | Offense Level |
|-------------|---|---------------|
| 1 | <p>Unauthorized absence including, but not limited to:</p> <ul style="list-style-type: none"> a. Absence not otherwise dealt with in these rules which has not been approved by the Supervisor or Working Supervisor; or b. Tardiness, that is, failure to arrive at work on time, including returning from break. | Level One |
| 2 | <p>Engaging in any conduct which wastes time during working hours including, but not limited to:</p> <ul style="list-style-type: none"> a. Sleeping; b. Using personal cell phone for non-emergency purposes; or c. Talking with another person about non-Town matters instead of working. | Level One |
| 3 | <p>Incompetency or neglect of job duties or responsibilities including, but not limited to:</p> <ul style="list-style-type: none"> a. Wasting time during work hours; b. Failure to follow job instructions, directions or departmental procedures and policies; c. Failure to perform a task assigned by a supervisor; or d. Incompetency or inability to perform assigned work within one's job title/description. | Level One |
| 4 | <p>Insubordination including, but not limited to:</p> <ul style="list-style-type: none"> a. Disputing job instructions (as opposed to seeking more specific instruction or <i>once</i> suggesting a different approach to performing a test); or b. Discourteous treatment of fellow employees or supervisors. | Level Two |
| 5 | <p>Intentional misuse of time or town resources, other than theft of property including, but not limited to:</p> <ul style="list-style-type: none"> a. Vending, soliciting, collecting contributions or circulating literature for any purpose during working hours without prior authorization; b. Conducting personal business during working hours, using Town property, materials or equipment for personal business; or c. Transporting, picking up or delivering unauthorized passengers, or use of Town vehicles for personal business. | Level Two |
| 6 | <p>Soliciting or accepting any financial or non-financial reward in return for special consideration in the providing of services. Accepting a gift or gratuity <i>not</i> in consideration of services is not a violation of this rule</p> | Level Three |
| 7 | <p>Gross Insubordination including, but not limited to:</p> <ul style="list-style-type: none"> a. Refusing to follow job instructions unless prohibited by OSHA regulations; | Level Three |

Town of Malta Work Rules for Teamsters Local 294

| Rule Number | Description of Violation | Offense Level |
|-------------|---|---------------|
| | <ul style="list-style-type: none"> b. Discourteous treatment of the public or any other conduct which does not merit the public trust; or c. Stopping work or leaving work area before specified quitting time without authorization. | |
| 8 | <p>Fraud or material dishonesty including, but not limited to:</p> <ul style="list-style-type: none"> a. Signing in or out, or punching in or out for another employee; b. Soliciting or accepting any financial or non-financial reward in return for special consideration in the providing of services or awarding of contracts; or c. Falsification of Town forms or records, including employment application, daily work sheets and attendance records; willful misrepresentation of facts; forging another's signature. | Level Three |
| 9 | <p>Conviction of a crime or engaging in unlawful conduct which:</p> <ul style="list-style-type: none"> a. materially impairs the employee's ability to perform his job or report to work; b. violates the <i>Town's Sexual Harassment Policy</i>; or c. is convicted of a felony. | Level Three |
| 10 | <p>Job Abandonment: Leaving work without giving due notification or without authorization.</p> | Level Four |
| 11 | <p>Theft of Town property, including, but not limited to:</p> <ul style="list-style-type: none"> a. Town records; b. Town supplies; c. Town equipment; or d. Incurring expenses for services in name of Town for personal use. | Level Four |
| 12 | <p>Engaging in any intentional conduct which substantially threatens to, or does, cause damage or injury to persons or property or which may result in a safety hazard or unsanitary condition including, but not limited to:</p> <ul style="list-style-type: none"> a. Injuring a person or damaging property of another person on Town property, or at a location at which such employee is working for the Town; b. Fighting or provoking a fight with any person, abusive or threatening language to the Supervisor, fellow employees or otherwise threatening, intimidating or coercing other employees; c. Violating the Town's <i>Workplace Violence Policy</i>; d. Damaging the property of the Town or of a person in such a way as to result in such property becoming unsafe to operate; e. Operating any vehicles or equipment on Town property, in a Town vehicle or piece of equipment or during work hours, | Level Four |

Town of Malta Work Rules for Teamsters Local 294

| Rule Number | Description of Violation | Offense Level |
|-------------|---|---------------|
| | while under the influence of illegal drugs or alcohol; f. Possession of illegal drugs or alcohol on Town property, unless alcohol is locked in the truck or cab of a vehicle owned by the employee, and the seal of which is unopened; g. Unauthorized possession of firearms, weapons or explosives on persons and/or on Town property; or h. Selling of illegal drugs and or intoxicants on Town property. | |

General Provisions

The Town of Malta and Teamsters Local 294 establish these Highway Department Work Rules and Progressive Disciplinary Plan (“Rules”) set forth above as fair, reasonable and necessary for the orderly operation of the Town Highway Department. The implementation and enforcement of these Rules is best served by their prompt, evenhanded and consistent application, and by keeping a contemporaneous written record of the same.

The following disciplinary measures are available:

- “Memorialized Counseling” consists of an oral warning by supervisory personnel as soon as practicable after conclusion of his investigation (if investigation is necessary) followed by a written Memorandum to the employee’s work file within five (5) working days, which Memorandum the employee shall countersign. The signing of the Memorandum does not constitute an admission that a violation occurred, only an acknowledgment that the employee has received the Memorandum. Failure to grieve the allegations set forth in the Counseling Memorandum within the time period set forth in the Collective Bargaining Agreement is equivalent to an admission, said period beginning with the receipt of the Memorandum. No disciplinary action arises from Memorialized Counseling other than such Counseling being a predicate to further discipline if further violation of these Rules occurs, except as set forth below. The Town shall notify the Union of the Memorialized Counseling, and provide it with a copy of the Memorandum within three business days of its issuance. There is no right to union representation at the time the oral warning is given, although the employee may have representation at the time the Memorandum is counter-signed by him, if he desires. By its nature, Memorialized Counseling is educational, not punitive. The Counseling Memorandum shall lapse and not be used for any disciplinary purpose six months after the Rule violation has occurred.
- A “Written Warning” is a written allegation of violation of a Rule, and is more serious than Memorialized Counseling. The employee must sign the Written Warning. The signing of the Written Warning does not constitute an admission that the violation occurred,

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only an acknowledgment that the employee has received the Written Warning. Failure to grieve the allegations set forth in the Written Warning within the time period set forth in the Collective Bargaining Agreement is equivalent to an admission, said period beginning with the receipt of the Written Warning. The Town shall notify the Union of the Written Warning, and provide it with a copy of the Warning within three business days. The Written Warning is inherently disciplinary, although it carried with it no disciplinary action other than its issuance. There is a right to union representation at the time the Written Warning is given to the employee and, if it is signed at a later date, at the date it is counter-signed by the employee. The Union shall also acknowledge receipt of the Written Warning by its counter-signature on the same. The Written Warning shall remain in the employee's personnel file, but shall lapse, that is cease to operate as a predicate to further discipline, after 12 months.

▪ An "Unpaid Suspension" is a period of time during which the employee is prohibited from coming onto Highway Garage grounds and during which he receives no pay, although health and related benefits continue in accordance with the *Collective Bargaining Agreement*. An Unpaid Suspension is a very serious level of discipline, and is a predicate to discharge. The employee is entitled to Union representation during all interviews and disciplinary stages. *Notice of Unpaid Suspension* shall be in writing, the receipt of which shall be acknowledged by the employee and Union by their countersignatures. The signing of the *Notice of Unpaid Suspension* does not constitute an admission that the violation occurred, only an acknowledgment that the employee has received the *Notice of Unpaid Suspension*. Failure to grieve the allegations set forth in the *Notice of Unpaid Suspension* within the time period set forth in the Collective Bargaining Agreement is equivalent to an admission, said period beginning with the receipt of the *Notice of Unpaid Suspension*. The Town shall notify the Union of the *Notice of Unpaid Suspension*, and provide it with a copy of the *Notice of Unpaid Suspension* within three business days of delivery of the same to the employee. The *Notice of Unpaid Suspension*, and written record of such suspension, shall remain in the employee's personnel file, but shall lapse, that is cease to operate as a predicate to further discipline, after 24 months.

▪ "Discharge" is the final and most serious level of discipline, and terminates the employee's employment, including all benefits. The employee is entitled to Union representation during all interviews and disciplinary stages. *Notice of Discharge* shall be in writing, the receipt of which shall be acknowledged by the employee and Union by their countersignatures. The signing of the *Notice of Discharge* does not constitute an admission that the violation occurred, only an acknowledgment that the employee has received the *Notice of Discharge*. Failure to grieve the allegations set forth in the *Notice of Discharge* within the time period set forth in the Collective Bargaining Agreement is equivalent to an admission, said period beginning with the receipt of the *Notice of Discharge*. The Town shall notify the Union of the *Notice of Discharge*, and provide it with a copy of the *Notice of*

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Discharge within three business days of delivery of the same to the employee. An individual discharged is not eligible to apply for any other Town employment absent Town Board action. The procedure for Discharge is governed by the Collective Bargaining Agreement.

Before the imposition of any level of discipline, including Memorialized Counseling, the Town shall conduct an investigation, which shall be tailored to the circumstances, and the employee shall be given notice of the alleged Rule violation and an opportunity to be heard. In all cases, the employee may present the Town with his perspective on the circumstances leading to the alleged violation, and to present any proof he reasonably deems relevant. At any level of discipline, the employee has the right of Union representation. However, the employee may waive such representation if such waiver is in writing (which may be as informal as initialing a document). Should the Union be present at any stage of discipline, it shall memorialize its presence in writing if requested. The Highway Superintendent has the absolute discretion to withdraw any Memorialized Counseling, Written Warning, or Unpaid Suspension should he receive information subsequent to the issuance of these levels of discipline which causes him to change his belief that a violation of these Rules has occurred.

There are four levels of Work Rule violations which yield the following progressive disciplinary measures:

- Level One: Memorialized Counseling, which survives for 6 months;
- Level Two: Written Warning, which survives for 12 months;
- Level Three: Unpaid Suspension, which survives for 24 months; and
- Level Four: Discharge.

When there is a violation of a Rule by an employee who has previously violated a Rule, and such violation has not lapsed, the Level of the subsequent violation is increased one Level. For example, if Employee has received a Written Warning, and violates a Rule which otherwise would yield a Written Warning, such violation shall be a Level Three violation yielding an Unpaid Suspension.¹

Once a violation has lapsed, written records of such violation shall remain in the employee's employment file, but may not be used as predicate violations except as specifically provided above. Where conduct is in violation of more than one Rule, the supervisory personnel having authority to charge an employed shall have the discretion of which Rule violation to cite.

¹ For further example, a 2nd violation of related Level One Rule will result in an increase in level; a 2nd violation of unrelated Level One rule would not result in an increase in level; however more than 2nd violation of *any* Level One category would result in an increase in level.