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

Title: **Minden, Town of and Town of Minden Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 182 (2005)**

Employer Name: **Minden, Town of**

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

Local: **182**

Effective Date: **01/01/05**

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BC  
8005

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE

TOWN OF MINDEN

AND

**TEAMSTER**  
**LOCAL UNION NO. 182**

EFFECTIVE JANUARY 1, 2005

EXPIRATION DECEMBER 31, 2007

**RECEIVED**

JUN 07 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

## **AGREEMENT**

This Agreement made and entered into by and between the Town of Minden, [hereinafter referred to as the "Employer" or "Management" or "the "Town"] and Teamster Local Union No. 182, affiliated with the International Brotherhood of Teamsters, AFL-CIO [hereinafter referred to as the "Union" or the "Local"].

### **ARTICLE 1** **RECOGNITION**

- 1:01 The Town of Minden agrees that Teamster Local Union No. 182, affiliated with the International Brotherhood of Teamsters, AFL-CIO, shall be the sole and exclusive representative for all employees described in Article 2 for the purpose of collective bargaining.
- 1:02 The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose upon its members an obligation to conduct or to participate in such strike. In the event of such unauthorized activity, the union shall notify the participating employees that their activities are in violation of this Agreement, and shall cease forthwith, and the Union shall order the employees to work immediately.

### **ARTICLE 2** **BARGAINING UNIT**

- 2:01 In accordance with the Certification of the Public Employment Relations Board dated January 29, 1990, the Bargaining Unit shall consist of all full time MEO & HEO employees of the Highway Department. Specifically excluded are the Highway Superintendent, Town Clerk, clerical, seasonal and temporary employees.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

- 3:01 Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normally accepted management prerogatives, including but not limited to:

- a. the right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees;
- b. the scheduling of operations, the methods, processes and means of operating, including sub-contracting if necessary;
- c. to take whatever action is necessary to carry out the mission of the Department in cases of emergency;
- d. to make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement; and,
- e. to determine the size of the work force.

3:02 It is understood and agreed by the parties that if the Town of Minden determines that the subcontracting of the work of the Highway Department is necessary, such subcontracting will only be initiated as a supplement to the regular work force.

**ARTICLE 4**  
**NON-DISCRIMINATION**

- 4.01 The Town of Minden agrees that it will not discriminate in the hiring or promotion of employees because of race, religion, sex, age, or national origin except where age, sex is a bona fide occupational qualification.
- 4.02 The Union agrees that it will not discriminate with respect to membership or representation because of race, religion, sex, age, or national origin.

**ARTICLE 5**  
**AGENCY SHOP**

5:01 The Town of Minden shall deduct from the wages of the employees and remit to the Local Union 182, IBT, regular membership dues for those employees who sign authorizations permitting such payroll deduction.

- 5:02 The Town of Minden shall deduct from the wages or salary of employees in the Teamsters Local Union #182 bargaining unit who are not members of the Teamsters Local Union #182 the amount equivalent to the dues levied by the Teamsters Local Union #182 and shall transmit the sum so deducted to the Teamsters Local Union #182, in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.
- 5:03 The Teamsters Local Union #182 affirms that it has adopted and will adhere to a procedure for annually refunding to any non-member employee who may request such, the pro-rate proportion of said employee's annual dues which is expended for political or other purposes or causes which are either not related or only incidentally related to collective negotiation or administration of the agreement. This provision for Agency Shop Fee deduction shall continue in effect only so long as the Teamsters Local Union #182 maintains such procedure as provided by law.
- 5:04 The Agency Shop Fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement.

**ARTICLE 6**  
**DRIVE**

- 6:0 The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions 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 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. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

**ARTICLE 7**  
**PROBATIONARY EMPLOYEE**

- 7:01 An employee is considered to be probationary for the first six (6) months of continuous employment after having been appointed to a full-time regular position in the Highway Department.
- 7:02 During the Probationary Period, the Town may terminate any Probationary Employee and there will be no obligation to re-employ such individual.
- 7:03 Upon completion of the Probationary Period, the employee shall be subject to the terms and conditions of the Collective Bargaining Agreement and his length of service shall be calculated as of the initial date of employment.
- 7:04 In the event an employee is hired as a temporary employee and is subsequently appointed to a full-time regular position in the Department, his Probationary Period may be reduced by the number of months worked as a temporary employee provided such service was within twelve (12) months of the appointment as a regular employee.
- 7:05 An employee who qualifies under Section 7:04, and who receives credit for such Probationary Period will have his seniority adjusted by the time spent as a temporary employee calculated in full months.

**ARTICLE 8**  
**LENGTH OF SERVICE**

- 8:01 Length of Service (Seniority) is defined as the length of an employee's continuous service with the Highway Department of the Town of Minden from the last date of continuous employment within the Highway Department.
- 8:02 The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

8:03 An employee shall lose all seniority if he:

- a. voluntary resigns;
- b. is discharged for cause;
- c. is on Layoff for a period in excess of one [1] year; or,
- d. does not return upon recall.

**ARTICLE 9**  
**CLASSIFICATIONS**

9:01 The classifications covered by this Agreement are in accordance with the Civil Service Law of the State of New York and the Rules and Regulations of County of Montgomery.

**ARTICLE 10**  
**TEMPORARY EMPLOYEES**

10:01 Temporary employee is an employee who is employed on a seasonal basis. Such temporary employee shall be paid at least the prevailing minimum wage established by Law.

10:02 It is understood and agreed by the Union that the Town of Minden has the unlimited right to hire temporary employees when the work load requires such additional employees. Such temporary employees are not subject to any of the terms or conditions of this agreement except where explicitly so stated.

**ARTICLE 11**  
**HOURS OF WORK**

11:01 Work Day

The work day for all employees of the Highway Department shall consist of eight and one half (8 1/2) hours, with unpaid lunch period of thirty (30) minutes. It is understood and agreed that the Employer may establish a starting time and quitting time with notice to the Union.

11:02      Work Week

The regular work week for all employees of the Highway Department shall consist of forty [40] hours, Monday thru Friday. It is understood and agreed that a work week of Monday through Thursday may be established with notice to the Union.

**ARTICLE 12**  
**CALL-BACK PAY**

12:01      Call-back is defined as the return of an employee to work at the direction of Management after the conclusion of his regular work shift and before the start of his next regular shift.

12:02      In the event that an employee is called back, as defined above, such employee shall receive two (2) hours pay for the first hour of work; three (3) hours pay for the first two (2) hours worked and four (4) hours pay for the first three (3) hours worked at the applicable hourly rate.

**ARTICLE 13**  
**OVERTIME**

13:01      Employees subject to the terms and conditions of this Agreement shall receive overtime at the rate of one and one-half (1 1/2) times their regular rate for all work in excess of forty (40) in any one work week. It is agreed and understood that there will be no pyramiding of overtime, (i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week).

13:02      For the purpose of computing the forty (40) hours per week, employees will be credited for eight (8) hours of work for a paid holiday and/or personal leave day which falls within their scheduled work week and such employee would have worked were it not for a holiday or personal leave day.



13:03 Compensatory Overtime Plan

At the employee's discretion, overtime hours may be converted to compensatory time off equivalent at the same ration; i.e., time and one-half. The maximum number of overtime compensatory hours may not exceed a total of forty (40) hours for any employee who has voluntarily enrolled in the Plan. (Example: eight (8) overtime hours = eight (8) hours time 1.5 = 12 hours of compensatory time). The description and procedures for administration of the Compensatory Overtime Plan is attached. **(See Attachment A).**

**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

14:01 Any difference or disagreement between the Town of Minden the Union, or between the Town and any employee, or group of employees, involving the meaning or application of the provisions of this Agreement shall constitute a grievance and may be taken up in the manner hereafter set forth.

14:02 The Town recognizes the right of the Union to designate or elect a Union Steward from the bargaining unit to appear on behalf of the Union to represent employees in the processing of grievances.

14:03 Time limits are established in each step of the procedure to insure that an alleged violation of the agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievances shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.

14:04 Procedure

Step 1.

Any member having a grievance or any one designated member of a group having a grievance shall present the matter in writing to the Highway Superintendent, with a copy of the grievance provided to the Highway Committee Chairperson and/or Town Board, no later than ten [10] days from the date on which the grievance is

alleged to have occurred or becomes known to the employee or employees. The Superintendent shall answer the grievance, in writing, within ten [10] working days of the date of receipt of the grievance.

Step 2.

In the event that the alleged grievance is not resolved in Step 1, the Union may appeal it within five [5] working days of the answer in Step 1, in writing, to the Town Board. The Board, or a committee of the Board will meet within ten (10) working days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Board shall respond, in writing, to the union within ten [10] working days of the date of such meeting.

14.05

Arbitration

Any grievance within the scope of this agreement which is not settled in Step 2 of the Grievance Procedure herein provided may be submitted to an arbitrator in the manner as set forth below.

- a. Notice of intent to appeal any grievances to an arbitrator must be filed, in writing, with the Town within seven [7] working days after the final decision has been given by the Board under Step 2 of the Grievance Procedure. If such notice is not received by the Town within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.
- b. Within five [5] days after an Arbitration Notice has been filed, the party or parties shall request the Public Employment Relations Board to designate a staff Arbitrator.
- c. The arbitrator shall have no power to add to or to subtract from or modify any of the Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.
- d. The arbitrator shall render his decision within thirty [30] calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one [1] copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.

e. It is understood and agreed that the decision of the arbitrator shall be binding on the union and its members, the employee or employees involved and the Town.

**ARTICLE 15**  
**RULES AND REGULATIONS**

- 15:01 The Town of Minden may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.
- 15:02 It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five [5] working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

**ARTICLE 16**  
**DISCIPLINE AND DISCHARGE**

- 16:01 It is agreed and understood that the Town of Minden may discipline, suspend without pay or discharge any employee of the Highway Department for proper cause pursuant to Town Law of the State of New York.
- 16:02 It is further agreed that the Highway Department Superintendent will notify the Union Steward of any action taken under this Article.
- 16:03 In the event the disciplined employee desires to make a complaint concerning such discharge or suspension, he shall reduce the complaint to writing and shall present the complaint to the Union Steward. The complaint shall be signed by the employee.
- 16:04 If a hearing is desired the Union Steward shall file the complaint directly in Step 2 of the Grievance Procedure within five (5) working days, excluding Saturday and Sunday, after such discharge or suspension without pay. The procedure outlined in Article 14, Section 14:04, step 2 shall be followed in the processing of such complaint.

16:05 In the event the complaint is not resolved in Step 2 of the grievance procedure the matter will proceed in accordance with the provisions of Section 75 of the Civil Service Law.

**ARTICLE 17**  
**ABSENCES**

17:01 An employee who remains away from work for any reason must notify the Highway Superintendent at least one half [1/2] hour prior to the start of his shift.

17:02 An employee who reported his absence as outlined in Section 17:01, above, and who remains away from work for more than three (3) working days, unless on authorized Leave of Absence, shall be terminated. Should the employee believe that he has been unjustly treated, he may submit the matter to the Grievance Procedure.

**ARTICLE 18**  
**LAYOFF**

18:01 In the event it becomes necessary to reduce the number of employees in the Highway Department, Temporary employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority.

**ARTICLE 19**  
**RECALL**

19:01 When recalling employees from layoff, the process used in effecting the layoff will be reversed, that is, the senior employee in the classification which is open will be the first to be recalled. Employees shall retain recall rights for a period of one (1) year from date of layoff.

**ARTICLE 20**  
**HOLIDAYS**

20:01 All regular, full-time, non-probationary employees covered by the terms and conditions of this agreement shall be entitled to the following holidays without loss of pay during the life of this Agreement:

- New Years Day
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4<sup>th</sup> - Independence Day
- Labor Day
- Columbus Day
- Official Election Day
- Veteran's Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day

20:01 It is understood and agreed that, to be eligible for holiday Pay, an employee must work the last scheduled work day prior to and the next scheduled work day following such holiday within his scheduled work week. This provision may be waived if the reason for such absence is acceptable to Management.

20:02 When a holiday falls on Saturday, it will be observed on the previous Friday. When a holiday falls on a Sunday, it will be observed on the following Monday.

20:03 Employees who are entitled to a paid holiday and who are required to work on such Holiday will be paid at the rate of one and one-half [1 1/2] times their regular hourly rate for all hours worked on such holiday. In addition, any employee required to work Thanksgiving Day, Christmas Day and New Years Day will be paid at the rate of two (2) times their regular hourly rate.

20:04 In the event that holiday falls within an employee's vacation period, it is understood and agreed that such vacation period will be extended by an additional day

**ARTICLE 21**  
**VACATIONS**

- 21:01 The vacation year for employees subject to the terms and conditions of this agreement shall extend from January 1 of each calendar year through December 31 of the same year.
- 21:02 Vacation allowance shall be earned on the basis of continuous service with the Town of Minden Highway Department and each eligible employee will be credited with such earned vacation allowance as of January 1<sup>st</sup> following his anniversary date of employment with the Highway Department.
- 21:03 An employee who was originally hired as a temporary employee and who is subsequently appointed as a full-time regular employee of the Highway Department and who receives any credit for such seasonal employment in accordance with Article 8, Section 6:05 7:05 will have such seniority considered in the determination of vacation allowance.
- 21:04 Employees subject to the terms and conditions of this agreement shall receive vacation allowance in accordance with the following schedule:

**Employees subject to the terms and conditions of this Agreement shall receive vacation allowance in accordance with the following schedule:**

<b><u>Length of Continuous Service</u></b>		<b><u>Allowance</u></b>
Thru one (1) year	→	One (1) Week
Two (2) years	→	Two (2) Weeks
Three (3) years	→	Three (3) Weeks
Twelve (12) years	→	Three (3) Weeks + One (1) day
Fourteen (14) years	→	Three (3) Weeks + Two (2) days
Sixteen (16) years	→	Three (3) Weeks + Three (3) days
Eighteen (18) years	→	Three (3) Weeks + Four (4) days
Twenty (20) years	→	Four (4) Weeks

21:05 Employees eligible for vacation allowance in any year must submit their vacation request prior to May 1st of each year. It is understood and agreed that the vacation schedule for employees of the bargaining unit must be approved by the Highway Superintendent. In determining the vacation schedule, the requirements of the Highway Department must be given priority.

It is understood and agreed, however, that seniority will be a determining factor when two or more employees request similar vacation periods.

21:06 It is further understood and agreed that unused vacation allowance will not accumulate.

## **ARTICLE 22** **LEAVES OF ABSENCE**

### 22:01 **Sick Leave**

- a. Each full-time regular employee shall receive credit for one (1) day of paid sick leave for each full month of active employment commencing from January 1, 1993.
- b. All future full-time regular employees, upon completion of their Probationary Period, shall be entitled to the same sick leave credit retroactive to the first day of their continuous employment.
- c. An employee may accumulate a maximum of no more than ninety (90) Sick Leave Days. Any days exceeding the ninety (90) day limit, may be cashed in at the rate of \$25.00 each year, payable in December. With a proper three (3) week notice of; termination or separation from employment an employee shall receive the remainder of all his/her accumulated sick days at \$25.00 per day rate. Employee may opt to exchange accumulated sick days for contributions to extend his or her health coverage upon departure. The same shall apply when employees retire from employment.

- d. An employee who is absent from work as a result of personal illness or disability shall be paid for such days of absence because of illness or disability providing the following conditions are met:
  - i. The employee notifies the Highway Superintendent one half (1/2) hour prior to the start of the shift on the first day of absence; and,
  - ii. The employee provides the Town with a Doctor's statement certifying the necessity for a Leave of Absence due to ill health by the fourth (4<sup>th</sup>) work day after initial day of disability.
- e. If the illness or disability of an employee on a paid sick leave of absence exceeds the number of sick days the employee may have, the paid sick leave will be recorded as an unpaid leave of absence as of the day following the day any accumulated sick leave is exhausted.

22:02.

**Personal Leave**

- a. Upon completion of the probationary period each employee covered by this agreement will be entitled to three (3) personal leave days each year, provided forty-eight (48) hour advance notice is given to the Highway Superintendent or his designee. At the end of each calendar year unused personal leave days will be added to accumulated sick leave and shall become a part of the maximum allowed accumulated sick leave.
- b. Personal leave days are granted by the Town to enable employees to take care of personal matters which cannot be accomplished outside of normal working hours.
- c. It is understood and agreed by the parties that a personal leave day or days will not be used to extend vacation or holiday periods.



22.03

**Funeral Leave**

- a. In the event of the death of a regular employee's family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral.
- b. For the purpose of such paid bereavement leave immediate family shall be defined as the employee's spouse, child or children, parent, brother, sister, mother-in-law, father-in-law or legal guardian.
- c. In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of one (1) day of bereavement leave with pay. For the purpose of this sub-section family shall include grandparents, grand-children, brother-in-law, sister-in-law and any blood relative whose primary place of residence is with the employee.
- d. In order to receive bereavement leave the employee must show evidence of the relationship and of attendance at the funeral.

22:04

**Jury Duty Leave**

- a. Employees who are called for Jury Duty to serve as a juror shall notify the Highway Superintendent immediately upon receiving notification of such Jury Duty obligation.
- b. An employee on active status with at least one (1) year of seniority, who is called and reports for Jury Duty or military duty on a regular scheduled work day, will be paid the difference between the fee received for such service and his regular straight-time hourly earnings. Travel allowance, if any, is not considered as part of the Jury Duty payment. Proof of such Jury Duty service and the payment made therefore must be provided to the Town.

- c. An employee so called for Jury Duty shall report for work for any portion of the working day remaining after he is excused from Duty that particular day provided that such release from Duty is prior to 12 o'clock noon.

22:05

**Unpaid Leave of Absence**

- a. Upon written request by an employee, the Town, at its discretion, may grant an unpaid leave of absence for a period not to exceed ninety (90) days. Seniority shall not accumulate during such leave.
- b. It is understood and agreed that the granting of an unpaid leave of absence will be contingent upon the ability of the Town to employ a temporary employee to replace the employee requesting such leave if such replacement is deemed to be necessary. The Union shall be notified immediately upon the granting of leaves of absences.

**ARTICLE 23**  
**INSURANCE**

23:01

New York State Teamsters Health and Hospital at the current level of benefits at the new Component rates for the duration of the Agreement are as follows:

<b><u>Category</u></b>	<b><u>2005</u></b>	<b><u>2006</u></b>	<b><u>2007</u></b>
<b><i>Single</i></b>	\$78.00	\$89.80	\$102.85
<b><i>Two-Person</i></b>	\$151.60	\$174.00	\$194.35
<b><i>Family</i></b>	\$213.30	\$230.30	\$262.85

The Employer and the Union agree simultaneously herewith to execute a stipulation submitted to the Health and Hospital Trust Fund Trustees setting forth the provisions relating to the Trust Fund as negotiated for the TOWN OF MINDEN, and certifying that the Employer has entered into a written agreement containing such provisions. The Fund Trustees may reserve the right to refuse to accept contributions from employers who fail to execute such Stipulation.

Stipulation attached hereto and becomes a part of this Agreement.

23:02 Employees with thirty-five (35) years or more continuous service shall receive fully paid health insurance coverage at the single rate upon retirement. This issue will be open for discussion ninety (90) days prior to each ensuring years of the Agreement so that any additional costs may be included in the following year's budget. It is further agreed, consideration for retiree health insurance will be on a case-by-case scenario.

23:03 Effective January 1, 2005, employees hired within the bargaining unit prior to January 1, 2005 will no longer be required to contribute ten percent (10%) toward the cost of health insurance. Employees hired within the bargaining unit on or after January 1, 2005, will be required to contribute ten percent (10%) toward the cost of health insurance.

**ARTICLE 24**  
**RETIREMENT BENEFIT**

24:01 Retirement benefits will be provided under the current plan.

**ARTICLE 25**  
**WAGES**

25:01 a) Effective January 1, 2005 the rates will be \$12.50 per hour.  
b) Effective January 1, 2006 the rates will be \$12.75 per hour.  
c) Effective January 1, 2007 the rates will be \$13.00 per hour.

25:02 **Years of Service Longevity Pay**

Newly hired to 5 years of service -	Prevailing Rate
5+ years to 10 years of service -	Prevailing Rate + \$0.10
10+ years to 15 years of service -	Prevailing Rate + \$0.15
15+ years to 20 years of service -	Prevailing Rate + \$0.20
20+ years to 25 years of service -	Prevailing Rate + \$0.25
25 years to duration of service -	Prevailing Rate + \$0.30

**Note:** Longevity pay will take effect the first day of the pay period immediately following the pay period in which the appropriate anniversary date of the employee occurs.

25:03 As of 1/1/99 all newly hired employed will require a valid CDL license prior to employment.

**ARTICLE 26**  
**UNIFORM ALLOWANCE**

26:01 The Employer shall furnish and maintain eleven (11) uniforms to each bargaining unit employee. Employees shall be required to wear the assigned uniforms. If an employee reports to work without wearing his uniform, he may be sent home, or otherwise disciplined.

**ARTICLE 27**  
**LEGISLATIVE ACTION**

27:01 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF, SUCH PROVISION SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Any changes in provisions of the agreement shall be confined to those issues and matters and will be negotiated by the parties.

**ARTICLE 28**  
**WAIVER**

28:01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, The Town of Minden and the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

28:02 It is understood and agreed that the above section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this agreement.

**ARTICLE 29**  
**ALTERATION OF AGREEMENT**

29:01 It is understood and agreed by the parties that their terms and conditions contained in this agreement constitute the entire agreement and is the final and binding contract.

29:02 It is further understood and agreed that no agreements, alterations or modifications of the terms of this collective bargaining Agreement shall be made or recognized unless executed in writing between the Town of Minden and the Union.

**ARTICLE 30**  
**DURATION**


30:01 This Agreement settles in full all of the demands of the union and the union agrees that it will make no further demands of any kind for the duration of the agreement.

30:02 This Agreement shall be effective from January 1, 2005 and shall continue in full force and effect to and including December 31, 2007. It is further agreed that the parties shall commence negotiations for a successor agreement at least six (6) months prior to its expiration; i.e., on or about July 1, 2007. Should negotiations extend beyond December 31, 2007, all terms and conditions of this Agreement shall continue in full force and effect until mutual agreement is reached on a successor contract.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives.**

**For the Town of Minden**

Town of Minden  
Municipal Bldg. 134  
State Hgwy 80  
Fort Plain, NY 13339


Signature 

Print Name Thomas Quackenbush  
Print Title Supervisor

Date: 12-6-04

**For the Union**

Teamsters Local Union 182  
5 Rutger Park  
Utica, NY 13501

Signature 

Print Name Shannon McCarthy Primarolo  
Print Title Secretary/Treasurer,  
Business Agent

Date: 12-6-04

**COMPENSATORY OVERTIME PLAN  
TOWN OF MINDEN HIGHWAY DEPARTMENT**

Effective January 1, 2005, all full time Teamster Local Union 182 bargaining unit employees in the town of Minden Highway Department may elect to participate in the Compensatory Overtime Plan. The maximum number of overtime compensatory hours may not exceed a total of forty (40) hours for any employee who has voluntarily enrolled in the Plan.

1. Upon the conclusion of each payroll period, an employee may choose to designate any, or all, earned overtime hours to his compensatory overtime plan.
2. Such designation must be submitted in writing to the Highway Superintendent on the form provided below.
3. Once hours are designated as "compensatory overtime hours," they cannot, at any time, be converted back to paid hours.
4. Compensatory overtime hours must be used in increments of hours and cannot be converted to minutes.
5. It is understood and agreed that the use of compensatory overtime hour(s) must be approved by the Highway Superintendent.
6. It is understood and agreed, however, that seniority will be a determining factor when two or more employees request the use of similar compensatory overtime hours.
7. At the conclusion of each month, the Highway Superintendent will prepare and submit a report of the Compensatory Overtime Plan use to the Highway Committee Chairperson and/or Town Board. This report shall include the names of those employees who have designated overtime hours to the Plan, the number of compensatory overtime hours approved for use by the employee during the month, and the total number of hours available to each respective employee at the conclusion of the month.

\*\*\*\*\*

**COMPENSATORY OVERTIME PLAN**

**Name of Employee** \_\_\_\_\_

**Payroll Period Ending:** \_\_\_\_\_

**Overtime Hours Earned:** \_\_\_\_\_ **Hours**

**Number of Hours Assigned:** \_\_\_\_\_ **Hours**

**Employee's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_