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

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

Local: **445**

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COLLECTIVE BARGAINING AGREEMENT

By and Between

The Town of New Paltz

on Behalf of

The Town of New Paltz Highway Department,  
Transfer Station/Recycling Center

and

Water, Sewer and Buildings and Grounds

and

Local Union #445  
International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen & Helpers of America  
(Box 2097, Newburgh, New York 12550)

January 1, 2005 through December 31, 2007

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUL 13 2009

**ADMINISTRATION**

8

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**ARTICLE I**  
**CONDITION AND SCOPE OF AGREEMENT**

A. The Town of New Paltz, hereinafter known as the employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its employees, administrators and members of the bargaining unit, which will enhance the working program of the Town of New Paltz, and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and;

B. To assure equitable treatment of its employees herein, pursuant to the law of the State of New York, and the rules, regulations and policies shall be subject to the grievance procedure of this agreement.

C. Hereby, agrees to recognize teamsters Local Union no. 445, International Brotherhood of Teamsters, located at Box 2097, Newburgh, New York as the sole and exclusive bargaining representative of: Highway Department, Transfer Station/Recycling Center, Water, Sewer, Buildings and Grounds employees, excluding the Superintendent of Highways, clerical employees and all other Town employees with regard to rates of pay, wages, hours of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

D. Nothing herein shall be construed to prevent any employees from meeting with the employer in connection with matters relating to their employer in connection with matters relating to their employment as long as:

- 1) The Union is informed of such meeting.
- 2) The Union is afforded the opportunity to attend.
- 3) The meetings are not established at the request of an individual employee. Individual meetings may occur as long as work related issues are not discussed.
- 4) Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the union, except for disciplinary action, which will adhere to Civil Service Law.

E. The Union shall notify the employer by January 15th of each year of the contract, and when changes occur, of the designated stewards.

## ARTICLE II UNION SECURITY

A. Hiring additional personnel: When new employees are to be hired, the local Union, as well as other sources, will be afforded the opportunity to send applicants for the job(s). The final judgment in passing upon the qualifications of applicants shall be made by the Town.

B. Check - off of dues: The employer agrees to deduct from all regular employees who are Union members, covered by this agreement, dues of the local Union, and agrees to remit same to said local Union at the end of each month, for which said deductions are made. Written authorization by the employee is to be furnished to the Town.

C. Maximum Union Security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, it shall be the subject of negotiations at the expiration of this agreement.

D. Stewards: The employer recognizes the right of the Union to designate job stewards and alternates from the employer' s seniority list. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- 1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
- 2) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a) have been reduced to writing, or
  - b) if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

One steward shall be granted super-seniority only for purposes including layoff, rehire, and job preferences, provided he/she is qualified, as determined by the Highway Superintendent. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission and the State of New York. Should any conflict arise, such provisions shall be modified to conform with the applicable law, rule or regulation.

No steward shall be engaged upon Union business during the time when he/she is assigned to a regularly scheduled assignment or needed to respond to an emergency situation. The employee designated by the Union as Shop Steward shall be given reasonable time during the working hours to process employees' grievances. Such time shall not exceed one hour in any working day.

In addition, the Union reserves the right to name an Assistant Shop Steward, whose sole responsibility shall be to contact the Shop Steward or in his/her absence, the Union business agent, should a conflict arise.

E. Agency Shop: Under the Taylor Law, membership in this local Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in this local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, an employee as regards such matters.

Membership in the local Union is separate, apart, and distinct from the assumption by one of his/her equal obligations to the extent he/she receives equal benefits. The local Union is required under this agreement to represent all of the employees in the bargaining unit fairly and equally, without regard as to whether or not an employee is a member of the local Union.

Accordingly, it is fair that each employee in the bargaining unit pay his/her fair share of the obligation along with the grant of equal benefits contained in this agreement.

**ARTICLE III**  
**GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING HIRING, SENIORITY,**  
**LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS**

A. Hiring: Employees newly hired shall serve a six (6) month probationary period before becoming a regular employee. Separation or termination can be made at any time during this period. If required for job performance, all employees must maintain valid and appropriate licenses.

B. Seniority: Seniority shall prevail in that the employer recognizes the general principle that senior employees have preferences of employment and promotional opportunity for non-competitive jobs and choose their shift and to work at the job for which the pay is highest, provided such employees are qualified for such work. Employees shall be placed on the seniority list after thirty (30) days of employment as of his/her first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

New positions shall be posted in a conspicuous spot for five (5) days before a new worker may be hired. Workers with seniority shall be allowed to bid into such new positions, and the new positions shall be awarded on the basis of seniority, provided the worker is qualified for the new job as determined by the appropriate Town Department Head.

- C. Loss of seniority: Seniority shall be broken only by:
- a) Lawful discharge and
  - b) One week after voluntary quit.

D. Layoff and recall:

1. There shall be two seniority lists maintained, defined as Highway/Recycling and Buildings and Grounds/Water and Sewer. Any employee laid off shall have the right to displace a less senior employee on the Department seniority list so long as the employee is qualified.
2. In the event of a recall, the laid-off employee shall be given notice of recall by registered or certified mail sent to the address last given the employer by the employee.
3. Within three (3) calendar days after tender of delivery at such address of the employer's notice, the employee must notify the employer by registered or certified mail of his/her intent to return to work and must actually report for work within seven (7) calendar days after dated of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within (7) day calendar period. In the event the employee fails to comply with the above provisions, he/she shall lose all seniority rights under this agreement, and he/she shall be considered as a voluntary quit.
4. Employees who willfully fail to return to work two (2) weeks following a leave of absence will lose all prior seniority.

E. Overtime Lists:

1. There will be separate overtime lists maintained for Highway/Recycling and Water/Sewer Buildings and Grounds. Employees will not be required to work overtime in the other departments. Overtime will be assigned on a rotating basis from these lists.
2. If there are no volunteers from within the Department which needs the overtime, the other department will be asked for volunteers. If no volunteers, the least senior qualified employee from the overtime list in which the work is needed shall be assigned.

F. Maintenance of standards:

The employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in



this agreement.

It is agreed the provisions of this section shall not apply to inadvertent or bona fide errors made by the employer or the Union in applying the terms and conditions of this agreement, if such error is corrected within ninety (90) days from the date of error.

G. Work Fare

The Town may utilize Work Fare recipients as permitted by law.

**ARTICLE IV  
PROHIBITION OF STRIKES**

Neither the Union nor any of its members covered hereunder shall engage in a strike against the public employer herein, nor cause, instigate, encourage or condone such strike for violation of such non-strike pledge. Any such violation will be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

**ARTICLE V  
RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING**

A. The parties agree to conduct meetings for the purpose of collective bargaining during the period of 120 days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this agreement.

B. The parties agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the annual budget submission date. This time can be extended by mutual consent.

C. In the event of an impasse as defined in the Civil Service Law, Article 14, or any rule or regulation of New York State Public Employment Relations Board, both parties agree to submit to the procedure of said Board in seeking a resolution thereof.

D. The Union agrees to submit its proposal for a new collective bargaining agreement seven (7) months prior to the expiration of the contract, to the New Paltz Town Board in order that it may be included in the new budget proposal.

**ARTICLE VI  
GRIEVANCE PROCEDURE**

Grievance procedure shall be in accordance with the policy agreed upon between the employer and the Union, a copy of which is attached hereto, and made a part hereof.

**ARTICLE VII  
GENERAL RULES AND DISCIPLINE**

A. The use of alcoholic beverages, illegal drugs, or being under the influence of same, shall be prohibited during all working hours.

Employees who are called to work while off duty shall be required to refrain from working if they have consumed alcohol which renders them ineligible to operate a vehicle under their Commercial Drivers License, or if their abilities are impaired due to prescription drugs.

Employees who report to work after consuming alcohol in violation of their Commercial Drivers License, or whose ability is impaired due to prescription drugs, may be cause for discipline, up to and including discharge.

B. The town of New Paltz, in compliance with New York State and federal laws, prohibits sexual harassment in the workplace. Sexual harassment is defined as Any related or unwanted verbal or physical advance, sexually explicit derogatory statements, sexually discriminatory remarks made by someone, or sexually explicit material displayed by someone on the workplace which creates a hostile work environment. Such advances, remarks, and material constitute sexual harassment if they are offensive, objectionable, or humiliating to the recipient.

An employee who feels that he/she is being sexually harassed should contact a member of the Town's personnel committee, recognizing the sensitivity of such situations, the personnel committee shall investigate the accusation. If substantiated, the person charged shall face disciplinary action, a minimum being reprimand, a warning against future such behavior, and a letter placed in his/her personnel file. The personnel committee shall then monitor the person's behavior, with repeated incidents cause for dismissal.

C. Employees must refrain from fighting or abusive behavior to the public or town employees. Violations of the general rules, as determined by the highway superintendent, may result in disciplinary actions. Employees may receive warnings. Written warnings shall be placed on file and will be considered for disciplinary action determined by the Department Head. An employee should receive disciplinary action in progressive steps.

**ARTICLE VIII  
SEPARATION FROM EMPLOYMENT**

A. Upon discharge or quitting, the employer shall pay all money due the employee on the next regularly scheduled pay day, following such discharge or quitting, including accrued vacation and compensatory time.

B. Upon separation from employment, the employee shall return to his/her immediate supervisor all department property in his/her possession or assigned to him/her in substantially the same condition as when received, reasonable wear and tear expected, or the fair and reasonable value thereof shall be deducted from his/her last paycheck.

## **ARTICLE IX EQUIPMENT**

A. Defective Equipment:

1. The employer shall not require any employee, nor shall any employee operate any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where such employee refuses to operate such equipment unless refusal is unjustified.
2. All equipment which is, in the judgment of the town mechanic, not mechanically sound or is unsafe, shall be appropriately tagged so that it cannot be used by other employees until repaired. In the event the Department Head disagrees with the mechanic, the Department Head shall have the option of consulting an outside competent mechanic. The Department Head shall have the final decision.
3. Under no circumstances will an employee be required to or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or Court Order, or in violation of a government regulation relating to safety of person or equipment.
4. The employee will report major equipment problems to the Department Head or designee, as they occur and in writing at the end of their shift.
5. The employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by the town mechanic and the defect repaired, or declared not to exist by the town mechanic. The Department Head shall have the final decision as to whether equipment can be used.
6. The Department Head will be permitted to go outside the Highway Department for equipment repair if the town mechanic is unavailable or unable to make repairs in a reasonable period of time during his normal work

week. Reasonable overtime for emergencies will be used.

B. Vehicle and Traffic Law Violations:

The employer agrees to reimburse employee for payment of fines levied against an employee as a result of defective equipment in or on employer's vehicle being operated by the employee. Each driver shall be required to inspect his assigned vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Law, Rules and Regulations.

C. Equipment to Be Operated by Employee in Following Pay Levels:

1. HEO Only - Road grader on highway

Dump truck used with 9-ton dump trailer on the highway.  
755B loader crawler  
Backhoe, bucket truck, and gradall  
JD550 - bulldozer - when used as a bulldozer  
Paver

2. Laborer, Municipal Worker I and Recycling Assistant:

2 Ton Trucks  
Pickups  
Skid Loader

3. MEO and Municipal Worker II:

All Other Equipment

4. Non-Functional or Incidental Operation, such as the moving of equipment, will not constitute a requirement to be paid at a higher rate (less than one (1) hour of activity).

5. Employees will/may/can operate equipment normally assigned to a lower classification of operation.

**ARTICLE X  
UNIFORMS**

A. Uniforms, one set per day, will be furnished by the Employer to the Employee. If an Employee fails to report to work in a clean uniform, the Department Head may send him/her home to

change uniforms and will deduct the time taken from the next regular paycheck. If an Employee fails to remain in uniform the entire working day, he/she may be sent home for the remainder of the work day, without pay.

B. The Town shall supply each Employee with rain gear, gloves, rubber boots, safety vest, safety glasses, a hard hat and earplugs. In addition, the Town will supply one (1) set of Carhart coat and pants to each employee for the length of the contract.

C. Each worker shall be allowed up to \$175.00 per year for pairs of work shoes, payable upon the submission of a voucher or receipt for such shoes. Effective January 1, 2006, the allowance shall be \$185.00.00. Effective January 1, 2007, the allowance shall be \$195.00.

D. The Town will provide eight (8) t-shirts per year, per employee. Employees are responsible for cleaning.

#### **ARTICLE XI PAY PERIOD**

A. Every effort will be made to pay all employees covered hereunder in full no later than employee's scheduled lunch break, every pay day. When the regular payday falls on a holiday, the employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

#### **ARTICLE XII JOB DUTIES AND CLASSIFICATIONS**

A. An employee in one job classification may be used in another job classification or division only if no work opportunities are lost by employees normally performing work in that job classification or division to which he/she is transferred.

B. Job classifications are defined by the Ulster County Classification Manuals and the following jobs are covered by this contract: Foreman, Auto Mechanic, Heavy Equipment Operator, Medium Equipment Operator, Laborer, Recycling Assistant, Municipal Worker I, II and III, Custodial Worker.

C. An employee assigned to work out of his/her regular job classification shall not be responsible for damage caused as a result of his/her lack of knowledge in performing the assigned duties, provided such damage does not result from a willful destructive act.

D. No employee will be paid at the rate lower than his/her primary classification. When an employee is assigned in a higher classification he/she will be paid at the higher classification rate.

E. Upon request of an employee, the Department Head shall make available the job descriptions for the Department. Each employee shall also have access to his/her personnel file upon written request.

F. All job classifications and pay rates shall be listed in the contract. A seniority list will be provided to the Union and Shop Steward upon request.

**ARTICLE XIII  
VACATIONS**

Employees shall receive paid vacations as follows:

Less than one year	Accrued 5/6 of a day per month
One to five years	Two (2) weeks
Six to nine years	Three (3) weeks
Ten to Twenty Years	Four (4) weeks
Twenty Years or more	Five (5) weeks

Vacation eligibility shall be determined consistent with the employee's date of employment. One weeks' vacation equals five (5) working days.

**ARTICLE XIV  
HOLIDAYS**

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

New Years Day	Columbus Day
Martin Luther King Day	Election Day*
Presidents Day	Veterans Day
Memorial Day (4th Monday)	Thanksgiving Day
Independence Day	Day After Thanksgiving Day
Labor Day	Christmas Day (plus 2 day before Christmas day and before New Years Day)

\*except Buildings and Grounds employees who shall receive a floating holiday

If Christmas and New Year' s Day fall on Thursday, employees shall have the subsequent Friday off instead of the half days before. If Christmas and New Year' s Day fall on Tuesdays, employees shall have the preceding Mondays off.

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday, shall be observed on the following Monday, and any holidays falling on Saturday, shall be observed on the preceding Friday.

If a holiday falls on a Monday, the Recycling Center will be open on Tuesday and staffed with one (1) employee from Recycling. If both Recycling employees request to work on Tuesday, the Senior Recycling employee shall have preference. It shall not prevent the Town from assigning an employee from Highway to work at the Recycling Center if necessary.

#### **ARTICLE XV SICK LEAVE**

Sick leave is time off with pay for periods of illness or incapacity resulting from non-occupational illness or injury, medical, dental or optical examinations or treatment. Department heads or the Town Supervisor may request a statement signed by a physician after three (3) days or more.

All employees covered hereunder shall be entitled to a maximum of twelve (12) days per year (one day per month) absent with pay chargeable to sick leave, or when such absence is incurred on account of the illness of a member of the employee' s immediate family residing in the household of the employee at the time of illness.

Workers shall be allowed unlimited accumulation of such sick leave. If the Town changes its reimbursement policy for sick leave upon retirement, those changes shall be implemented in this Agreement. Under the Town' s reimbursement policy, the employees shall be entitled to reimbursement for half of the sick days they accumulate, with a cap of 50 days buy back.

Town policy for time off for medical reasons will apply to the bargaining unit members.

#### **ARTICLE XVI BEREAVEMENT LEAVE**

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing the date of death, not chargeable to sick leave, for death in the family, i.e., parents, grandparents, children, brother, sister, spouse and the parents, grandparents, children, brother and sister of a spouse, plus brother-in-laws and sister-in-laws.

The employer may request the employee to submit proof of death (i.e., copy of the obituary) for the purpose of payment under this provision.

## **ARTICLE XVII PERSONAL LEAVE**

A. All employees covered hereby shall be entitled to three (3) days personal leave (effective January 1, 2006, four (4) personal days) with pay to be granted upon approval of the Department Head. Each request shall be made twenty-four (24) hours in advance. Personal leave is not to be deducted from sick leave or vacation pay. Personal leave shall not be taken in conjunction with vacation or holiday time. Requests can be denied if insufficient personnel would be available to maintain operations.

B. Additional leave off, without pay, may be granted to the workers upon the approval of the Department Head. In case of refusal of additional leave time, final appeal to the Town Personnel Committee, with no recourse to arbitration, is given to the employee.

C. A leave of absence without pay for up to three months may be granted to a worker by the Department Head for medical or personal reasons. In the case of refusal of such unpaid leave, the worker may make a final appeal, without recourse to arbitration, to the Town Personnel Committee. In the event such leave is granted, the worker shall not lose any seniority for such leave time. The worker shall also be eligible to participate in the Town's Employee Assistance Program as per the Town policy.

## **ARTICLE XVIII MEAL ALLOWANCE AND LODGING EXPENSES**

A. Meal allowance shall be set at \$6.00 for breakfast, \$8.00 for lunch, and \$10.00 for dinner. Effective January 1, 2006, meal allowance shall be set at \$7.00 for breakfast, \$9.00 for lunch, and \$11.00 for dinner. These allowances may be used for purchasing provisions to prepare at the garage. Receipts for such allowances must be submitted to the Town Highway Superintendent within seven (7) days, and shall be paid within the billing period. On weekend overtime work, the workers shall be allowed breakfast if they work over three (3) hours overtime, and the lunch/dinner allowance if they work over six (6) hours.

B. Breakfast money shall be paid to any employee who is called in two (2) hours before his/her regular starting time.

C. Dinner money shall be paid to employees after the tenth (10th) hour of employment.

D. Payment will be made upon submission of voucher with receipt.



E. In the event any employee is required by the employer to make a trip, a reasonable cash advance shall be given to the employee to cover his/her actual expenses. Employees on trips will be required to obtain receipts and all cash in excess of receipts will be promptly returned to the employer upon the completion of the trip.

## **ARTICLE XIX INSURANCE**

A. The Town shall continue to provide to its employees, health insurance, under its present or an equivalent health insurance plan.

B. The Town shall continue to provide its employees coverage under the present disability plan. The employer's contribution to this plan shall remain at the present rate.

C. As long as the Town continues to have a dental plan for Town employees, the cost will be shared 50/50 between the Town and the employees.

D. The Town agrees to reimburse the employee for co-payment on an annual physical, upon submission of claims. Co-payment will only be to the extent of the physical covered by the employees medical plan supplied by the Town policy for that specific employee.

E. Employees hired on or after January 1, 2002, shall pay ten percent (10%) of the health insurance premium. Upon retirement, employees shall contribute the same percentage towards the health insurance premium that they contributed while employed.

## **ARTICLE XX WORK DAY AND WORK WEEK**

A. The work week shall be Monday through Friday, inclusive, for all employees covered hereunder, except those employees who, by nature of their employment, are assigned otherwise.

B. The work days shall be eight (8) consecutive hours, Monday through Friday. The starting time for each employee shall be designated by the Department Head and may vary for one or more employees on any given day, depending upon the tasks to be performed. The Highway Superintendent, at his sole discretion, may establish summer hours, which employees may work on a voluntary basis. Every effort shall be made to provide the Union and the employees two weeks notice prior to the start and end of summer hours.

C. Employees shall receive overtime pay at the rate of one and one half times the regular hourly pay for all hours worked in excess of eight (8) hours in a single day. All overtime shall be paid in fifteen (15) minute increments. All overtime shall be offered equally among employees, on a

scheduled days off must be consecutive. If hours or days are reduced, the Town may reassign employees to other departments.

M. A monthly overtime report shall be sent to the Union Steward and shall include all hours worked by employees, including overtime.

**ARTICLE XXI  
WAGES - HOURLY**

	1/1/05	1/1/06	1/1/07
Recycling Assistant	\$15.81	\$16.46	\$17.16
Laborer <i>MUN WORKER</i>	\$15.81	\$16.46	\$17.16
Municipal Worker I (part-time/temporary – no benefits)	\$15.00	\$15.00	\$15.00
Municipal Worker II	\$17.93	\$18.58	\$19.28
Municipal Worker III	\$18.43	\$19.08	\$19.78
Municipal Works Supervisor	\$19.52	\$20.17	\$20.87
MEO	\$17.93	\$18.58	\$19.28
HEO	\$18.78	\$19.43	\$20.13
Foreman	\$20.32	\$20.97	\$21.67
Mechanic	\$20.32	\$20.97	\$21.67
Custodian	\$14.00	\$14.65	\$15.35

If

\* The following positions are covered in this contract:

Laborer	MEO	HEO
Foreman (Working Supervisor)	Mechanic (MEO)	Mechanic (HEO)]
Recycling Assistant	Municipal Worker I	Municipal Worker II
Municipal Works Supervisor		

\*\* Pay levels are:

- (1) Laborer  
Recycling Assistant  
Municipal Worker I
- (2) MEO  
Mechanic (MEO)  
Municipal Worker II  
Municipal Works Supervisor
- (3) HEO  
Mechanic (HEO)
- (4) Foreman (Working Supervisor)

\*\*\* Newly hired employees in the bargaining unit:

- (a) Initial hiring rate will be \$1.00 less than the going rate for that position in the contract.
- (b) After six (6) months, the employee will receive a \$.50 hourly increase.
- (c) After twelve (12) months, the employee will receive a \$.50 hourly increase. This will bring the new employee equal to the going rate in the contract.
- (d) The employee will receive the yearly increases identified in the contract required to maintain (a) and (b).
- (e) This will not affect any personnel who are employees of the Town Highway and/or Landfill as of 09/01/90.

#### LONGEVITY BONUS:

Each employee shall receive \$100.00 per year for each year of service, beginning with the second year. Longevity bonus will commence on the employees second anniversary of employment for employees hired after 01/01/96; on their first anniversary for employees hired prior to 01/01/96. After fifteen (15) years of service, this longevity bonus shall be frozen at \$1,500.00 up until his/her retirement or termination of employment. Employees have the option of taking their longevity bonus in compensatory time based on their hourly rate.

**ARTICLE XXII  
WORKMEN' S COMPENSATION PAYMENTS**

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

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

**ARTICLE XXIII  
DURATION CLAUSE**

This Agreement shall be in full force and effect from January 1, 2002 through December 31, 2004.

**ARTICLE XXIV  
LEGISLATIVE IMPLEMENTATION**

It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate Legislative body has given approval.

**ARTICLE XXV  
MANAGEMENT RIGHTS**

Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the employer are retained by it.

The operation of the Highway Department/Landfill Transfer Station and the direction of its staff are vested exclusively in the Town.

**ARTICLE XXVI  
ZIPPER CLAUSE**

This Agreement constitutes the full and complete agreement of the parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of

the parties in a written, signed amendment to this Agreement.

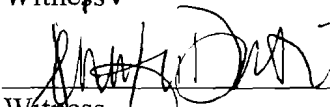
The Union agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action, during the life of this Agreement

**ON BEHALF OF THE TOWN OF NEW PALTZ  
AND ON BEHALF OF THE NEW PALTZ  
HIGHWAY DEPARTMENT AND LANDFILL/  
TRANSFER STATION**

By: 

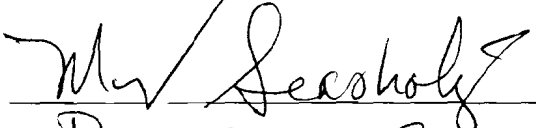
Title:   SUPV  

By:   
Witness

By:   
Witness

By:   Patricia Kane    
Witness

**LOCAL UNION NO. 445 INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMAN AND  
HELPERS OF AMERICA**

By: 

Title:   Business Agent

## SCHEDULE A

### GRIEVANCE PROCEDURE

#### BASIC PRINCIPLES:

1. It is in the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the New Paltz Town Board to take such steps as may be necessary to give and affect to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him/her within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.
7. The Town Personnel Committee will hold Labor/Management meetings every three (3) months.

#### PROCEDURE:

An employee of the Town of New Paltz Highway Department/Landfill and Buildings and Grounds who has a grievance shall follow the procedure as outlined below:

##### STEP #1

Employees having a grievance may present it orally or in written form; however, if oral, must specifically state it is a grievance to the Highway Superintendent/Landfill Supervisor or Buildings and Grounds Supervisor.

The Highway Superintendent or the immediate superior or the Buildings and Grounds Supervisor shall verbally render his determination to the aggrieved employee within a period of two (2) days.

If the aggrieved employee is not satisfied, the Union Shop Steward and/or Business Agent and the Highway Superintendent or immediate supervisor or the Buildings and Grounds Supervisor shall meet within two (2) days.

#### STEP #2

Formal Stage: If an aggrieved employee and the Union objects to the determination rendered by the Highway Superintendent/Landfill Supervisor or the Buildings and Grounds Supervisor, they may, within five (5) days, from the receipt of such decision, appeal to the New York State Public Employment Relations Board. Such appeal must be in writing. All parties to the grievance agree to make themselves available to the hearing officer assigned by the Public Employment Relations Board.

The decision rendered by the hearing officer assigned by the New York State Public Employment Relations Board shall be final and binding on all parties.

Cost incurred for the formal stage will be divided equally between the Town and the Union.