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

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

Local: **294**

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BC/8726

# AGREEMENT

BETWEEN

**TOWN OF WESTPORT  
HIGHWAY DEPARTMENT**

AND

**TEAMSTERS LOCAL 294**

affiliated with

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS**

**JANUARY 1, 2009 - DECEMBER 31, 2011**

**RECEIVED**

DEC 24 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

7

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DEFINITIONS

1. "AGREEMENT" shall mean the express written provisions of this Agreement only.
2. "APPROPRIATE LEGISLATIVE BODY" shall mean the Town Board of Westport
3. "DAYS" shall mean calendar days unless otherwise specified and when referred to under *Article 9 - Leaves* shall mean eight (8) hours at the prevailing hourly rate.
4. "DISCIPLINARY ACTION" shall mean a demotion, a fine, a suspension without pay, or a discharge.
5. "DURATION" shall mean the period of time specified in this Agreement for which the provisions of the AGREEMENT are a contractual obligation of the Town.
6. "EMERGENCY" shall mean a sudden, unforeseen occurrence.
7. "EMPLOYEES" shall mean those personnel employed in the Highway Department full time with the job titles of MEO, HEO and Laborer
8. "EMPLOYER" shall mean the Town of Westport
9. "FULL-TIME EMPLOYEES" shall mean personnel employed in the Highway Department who are expected to work a forty (40) hour work week.
10. "HEO" shall mean Heavy Equipment Operator.
11. "IMMEDIATE FAMILY" shall mean parents, grandparents, current spouse, children, brothers and sisters, mother-in-law, father-in-law, and those legally established relationships generally called "step" who have been raised in the family home.
12. "MEO" shall mean Motor Equipment Operator.
13. "PARTIES" shall mean the Town of Westport and the "Union" as defined herein.
14. "PAY PERIOD" shall mean a two week period of time commencing Monday morning at 7:00 AM and concluding on Monday morning at 6:59 AM two (2) weeks hence.
15. "PREVAILING RATE" (BASE RATE) shall mean the hourly rate an employee is entitled to for work performed during normal work hours.
16. "STRIKE" shall mean any strike or concerted stoppage of work or slowdown by employees in the bargaining unit as defined by the Taylor Law.
17. "TOWN" shall mean the Town Board of the Town of Westport
18. "UNION" shall mean the Teamsters Local 294.

19. "VOLUNTARY QUIT" shall mean the voluntary departure from employment by an employee either by resignation or by failing to report to work after three (3) days without just cause.
20. "WARNING" shall mean a written communication to an employee that the continuation of certain behavior could result in disciplinary action.
21. "WORKDAY" shall mean eight (8) hours of work in any one day ordinarily beginning at 7:00 AM and ending at 3:30 with ½ hour off for lunch.
22. Where the word Highway Superintendent appears in the Collective Bargaining Agreement it may be substituted or changed to the head of the Department of Public Works.

## **AGREEMENT**

**THIS AGREEMENT** is made by and between the TOWN OF WESTPORT (hereinafter referred to as the EMPLOYER) and TEAMSTERS LOCAL 294 (hereinafter referred to as the UNION), acting for and on behalf of the employees in the bargaining unit described in Article 1. The purposes and intent of this Agreement is to provide a fair and cooperative working relationship between the Employer and its employees in the bargaining unit for the mutual benefit of the public , the Town and its employees. In consideration of the mutual covenants contained herein, the Employer and the Union agree as follows.

### **ARTICLE 1 - RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for all the employees in the defined bargaining unit for the purpose of collective bargaining to the extent allowed by law. The bargaining unit is defined to consist of: "All full-time employees of the Highway Department and Waste Water Treatment Plant, including laborers, motor equipment operators, heavy equipment operators, Waste Water Plant Operator and Assistant Waste Water Plant Operator, but excluding the Highway Superintendent and all office clerical employees.

**Section 2.** The Union affirms that it does not assert the right to strike against the Employer, and shall not cause, instigate, encourage or condone any strike

### **ARTICLE 2- DUES DEDUCTION/AGENCY SHOP**

**Section 1.** The Employer shall deduct regular monthly membership dues and other authorized deductions from the pay of any Union member covered by this Agreement upon receipt of an appropriate signed payroll deduction authorization and shall remit these deductions to the Union at least monthly in a separate check. Each check will be accompanied by a copy of the billing statement with the names checked off of those employees who had dues deducted or an agency fee withheld.

**Section 2.** In accord with applicable state law, the Employer agrees to deduct from the wages of each employee in the bargaining unit who is not a Union member an agency shop fee equivalent to the monthly dues uniformly required by the Union and remit these deductions to the Union at least monthly in a separate check provided, however, that the this Section shall only be applicable where the Union has established and maintained a procedure providing for the refund to any agency fee payer demanding the return of any part of an agency fee deduction which represents the employee's pro rata share of expenditures by the Union in aid or causes of a political or ideological nature only incidentally related to terms and conditions of employment.

ARTICLE 3 - INDEMNIFICATION

The Union agrees to indemnify and hold harmless the Town, 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 deductions taken out by the Town in accordance with the terms of Article 2.

ARTICLE - 4 - COMPENSATION

Section 1. Employees covered by this Agreement shall be paid in accordance with Appendix A, which is attached hereto and which is part of this Agreement.

Section 2. Employees shall receive longevity payments on his/her anniversary date in accordance with the following schedule:

<u>years of service</u>	<u>longevity payment</u>
5-9	\$ 200.00
10-14	\$ 400.00
15-19	\$ 600.00
20 and over	\$ 700.00

ARTICLE 5 - WORKDAY/WORKWEEK

Section 1. Ordinarily the regular workweek shall consist of forty (40) hours per week, eight (8) hours per day, Monday through Friday.

Section 2. Ordinarily the hours of work shall be from 7:00 AM until 3:30 PM..

Section 3. There shall be one-half (½) hour unpaid lunch period during the regular work day.

Section 4. The pay period will begin on Monday at 7:00 AM and will be for a two (2) week period ending on Monday at 6:59 AM. The paychecks will be distributed after 7:00 AM on the Thursday following the end of each pay period.

Section 5. Employees who are temporarily assigned to fill in at the Transfer Station shall not have their normal hours of work of 7:00 to 3:30 Monday through Friday as spelled out in Article 5, Section 1 adversely affected except that if said employee is required to work Saturday, he/she shall work the normal hours the Transfer Station is open (this Saturday work shall be in addition to the normal hours worked Monday through Friday).

Section 6. Waste Water Treatment Plant: Weekend Coverage of the Water Plant, an employee will be paid a flat rate equal to (4) four hours of straight time pay on Saturday and Sunday to take the necessary readings at the plant. The employee working the weekend will take either Friday or Monday off to maintain a forty hour week. Holidays will be paid the same way the Town has been paying the Holidays, at time and one half.

A. Wages - Plant Operator will receive HEO Pay plus fifty cents (\$.50) per hour for each certification they have. Assistant Operator will receive MEO Pay plus fifty cents (\$.50) per hour for each certification they have provided they have a CDL license. If they have a CDL plus experience on heavy equipment they will be paid the same as the Plant Operator. In the event they do not have a CDL they will be paid at the Laborer Rate plus the certification money mentioned above,

ARTICLE 6 - OVERTIME

Section 1. Hours worked beyond forty (40) between 7:00 AM on Monday through 6:59 AM the following Monday shall be paid at time and one-half (1-1/2) the regular rate. The normal workweek of forty (40) hours shall not be diminished by the Town to avoid payment of overtime based on working in excess of eight (8) hours in any one day.

Section 2. Every reasonable effort will be made to distribute overtime on a fair and equitable basis.

ARTICLE 7 - SPECIAL RATES

Section 1. There shall be a guarantee of two (2) hours pay for emergency call-in starting at the time the call was made.

Section 2. The Deputy Highway Superintendent shall be paid an additional \$750.00 per annum, broken down into an hourly rate increase as set forth in Appendix "A ."

Section 3. Full-time employees shall receive an OSHA approved footwear and clothing allowance of \$385.00 for the term of the Agreement. Payments for said allowances shall be made with one-half being paid on April 1 and one half being paid on October 1 for each year of the contract.

Section 4. Employees who are required to work outside their normal hours of work shall continue to be allowed a one (1) hour paid meal break at the appropriate rate of pay. All hours worked outside the normal hours of work shall be paid at time and one half.

Section 5. Comp-Time Employees will be allowed to accumulate up to 20 hours of comp-time, instead of overtime, at the overtime rate. (Ex. 2 hours of overtime = 3 hours of comp-time. Employees choosing to use comp-time must have permission to do so. Time used can be accumulated again, as long as you don't exceed 20 hours total. Unused time will be paid out at the end of the year, and not carried over.

ARTICLE 8 - HOLIDAYS

Section 1. All employees shall be granted twelve (12) paid holidays. to be eight (8) hours pay at the prevailing hourly rate, ~~with the exception of Independence Day, will be paid at ten (10) hours pay at the prevailing rate~~ and Good Friday will be a half day. *DWJ*

- |                        |                     |
|------------------------|---------------------|
| New Years Day          | Labor Day           |
| Dr. Martin Luther King | Columbus Day        |
| Election Day           | President's Day     |
| Veteran's Day          | Memorial Day        |
| Thanksgiving Day       | Independence Day    |
| Christmas Day          | Good Friday 1/2 day |

The day of observance shall be the National Day of observance.

Section 2. 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.



Section 3. Employees required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) for all hours worked at the prevailing hourly rate plus the holiday pay, with the exception that employees that work on Christmas or New Years before 7am or after 3:30pm will receive Double Time Pay for all hours worked plus the Holiday Pay.

ARTICLE 9 - LEAVES

A. Vacation Leave (accruals will be granted on the employee’s anniversary date)

Section 1. All employees will earn vacation leave upon completion of the following:

- After, 1 - 3 years - (7) days off each year with pay at current rate.
- After, 4 - 6 years - (10) days off each year with pay at current rate.
- After, 7 - 9 years - (12) days off each year with pay at current rate.
- After, 10 - 12 years - (14) days off each year with pay at current rate.
- After, 13 - 15 years - (16) days off each year with pay at current rate.
- After, 16 - 20 years - (20) days off each year with pay at current rate.
- After, 20 & over years - (25) days off each year with pay at current rate.

Section 2. If a holiday falls within a vacation week, the holiday will not be counted as a vacation day and the vacation day will be taken on the Monday following the end of the vacation week..

Section 3. Ordinarily, vacation time is to be used within the year that it becomes available; however, due to unforeseen circumstances, there may be times when it is necessary to carry over some vacation time from one year to the next due to no fault of the employee and subject to the approval of the Highway Superintendent. In such cases the employee may carry over up to twenty-four (24) hours of vacation time from one fiscal year to the next provided that when said carried over vacation is taken, it shall be paid at the rate it was earned.

Section 4. The employees may request vacation time from the Highway Superintendent specifying when the employee desires to take a vacation and the Highway Superintendent will grant such requests to the extent feasible. All vacations must be mutually agreed between the Highway Superintendent and the employee when it will be taken. Vacations must be taken the year earned except as stated in Section 3. Employees on vacation will receive their vacation pay at the same time they would if they were working.

Section 5. New employees shall be entitled to vacation after the anniversary date of their first year of employment.

Section 6. Any employee who retires, quits or is discharged prior to their anniversary date shall be entitled to vacation pay earned on a pro-rata basis, provided he/she has been employed for one (1) full year. The employee will be paid at the next pay period following his/her leaving his/her employment.

## B. SICK LEAVE

Section 1. Absence from duty by an employee by reason of illness or disability shall be allowed. Absence for such reason shall be considered and known as sick leave. In addition, sick leave may be utilized for emergency illness or injury in the immediate family that requires the presence of the employee.

Section 2. Sick leave shall be earned at the rate of one and one-half (½) days per month. An employee having worked through the 15th day of the month shall be entitled to credit for that month.

Section 3. It is understood that any employee claiming sick leave under false pretenses may be subject to disciplinary action up to and including dismissal.

Section 4. The Highway Superintendent may require a physician's certificate or other acceptable medical evidence for any absence. In this case, the examination will be paid by the Town provided the illness is justifiable.

Section 5. The number of unused sick days which an employee may accumulate will be (165) days. Employees shall be entitled to count accumulated but unused sick leave as time worked for purposes of retirement and Section 41j of the New York State Retirement System shall apply.

Section 6. Sick leave shall be taken in one (1) day or ½ day increments.

Section 7. When an illness or disability is five (5) days or longer, a physician's certificate will be required (this requirement is waived when an employee is confined to a hospital). Such certificate shall state the expected date of return to work. The Highway Superintendent may require an examination by a physician of his own choosing to determine if the employee is able to return to work. This will be paid for by the Town.

Section 8. In instances where an employee was injured off the job and is receiving "Off The Job Disability" benefits, that employee shall not be entitled to utilize accumulated sick leave unless said employee turns over to the Town the benefits received from the New York State Disability Plan.

## C. PERSONAL LEAVE

Section 1. It is the purpose of this provision to provide employees time off for the purpose of conducting important personal matters which could not otherwise be conducted outside the regular work hours. Examples of proper use of personal time would be for legal matters requiring the presence of the employee, special family events such as graduation, a wedding in the family or similar events.

Section 2. All permanent employees shall be eligible for up to four (4) personal days per calendar year. The employee must give twenty-four hours notice of his/her intent to utilize personal leave, except in the case of an emergency, and the use of such leave is subject to the approval of the Superintendent of Highways. If an employee fails to use his/her personal days, all unused days shall be added to the employee's accumulated sick leave at the end of the calendar year.

## D. BEREAVEMENT LEAVE

In the event of death in an employee's immediate family employees shall be entitled to a maximum of up to three (3) working days off with pay to attend the funeral.

ARTICLE 10 - RETIREMENT

The Employer agrees to provide pension and retirement benefits for all bargaining unit employees through the New York State Retirement plan, Section 75 (I).

Section 1. Employees hired before January 1, 2003 will have Health Insurance provided by the Town and paid for by the Town during their retirement to age 65. Upon reaching the age of 65 the retiree will then go on Medicare. The Town will then pay for Medicare Supplemental Insurance for the rest of the employee's life. In the event the employee is survived by his spouse, his spouse will receive the benefit that is presently being paid for by the Town.

Section 2. Employees hired after January 1, 2003 will have Health Insurance provided for by the Town and paid for by the Town, based on the schedule and limitations listed below.

The Town will provide this benefit from the employees retirement date to the age of 65. Upon reaching age 65, the retiree will go on Medicare. At this point the Town will pay the same percentage they paid for Insurance prior to age 65. In the event an employee is survived by his spouse, his spouse will receive the benefit that is presently being paid for by the Town.

Schedule for Employees hired after January 1, 2003:

At least 12 years of active service: Town pays 50%, Employee pays 50%

At least 17 years of active service: Town pays 75%, Employee pays 25%.

At least 20 years of active service: Town pays 100%, Employee pays 0%.

This schedule will be applied to both the cost of Insurance before and after age 65.

ARTICLE 11 - HEALTH AND DISABILITY INSURANCE

Section 1. The Town will participate in the Teamsters Council Health and Hospital Fund Select Plan. This plan will provide Medical, Major Medical, Prescription Drug, Dental and Vision Coverage at the monthly rates listed below. The Town will no longer reimburse for prescription drug co-pays.

	Single	Two Person	Family
2009	\$423.37	\$865.37	\$1189.93
2010	\$492.70	\$1014.00	\$1355.90
2011	\$542.10	\$1084.63	\$1491.10

These rates are guaranteed through the length of the agreement. In the event these rates were decreased, the Town agrees to split the savings equally with the Bargaining Unit Employees.

Section 2. If the Town decides to change to comparable health plan said plan shall have pre-existing conditions as a covered benefit.

Section 3. The Town and the Union agree to create a health committee consisting of two (2) union members and two (2) members appointed by the Town Board. Said committee shall have the power to appoint a third party professional to explain benefits and comparability.

Section 4. There will be a \$2,500.00 Buy-Out option for employees who choose not to take the Health Insurance Coverage.

## ARTICLE 12 - 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 within one (1) year, the Town will notify the laid off employee(s) by certified mail of the recall and the employee(s) will have seven (7) calendar days to respond in order to be entitled to recall. The employees are to be returned to work in reverse order in which they were laid off. An employee who voluntarily quits the job or is discharged loses all seniority rights. An employee laid off for a period in excess of one (1) year shall lose seniority rights. An employee who has an on-the-job injury and is receiving workers' compensation shall not lose seniority rights unless the time lost exceeds twenty-four (24) months. An employee absent from work without cause shall not accrue seniority.

## ARTICLE -13 - GRIEVANCES

The parties to this Agreement are committed to the resolution of alleged grievances at the earliest possible opportunity and at the least formal level. The parties further share the goal of resolving alleged grievances before resorting to the formal steps of this Grievance Procedure. When an employee or the Union believes a grievance exists, it should immediately be brought to the attention of the Highway Superintendent and an effort should be made to resolve the matter informally. If the matter is not resolved, then this procedure may be utilized to obtain resolution.

Section 1. A grievance is a dispute concerning the interpretation, application or enforcement of the specific terms of this Agreement or any rights claimed to exist under those terms.

Section 2. The sole and exclusive means procedure for resolving any grievances shall be as follows:

Step 1. The aggrieved employee or employees or the Job Steward of the Union shall present the grievance, in writing, to the Highway Superintendent within seven (7) calendar days after the reason for the grievance has become known. The parties shall attempt to resolve the grievance with the Highway Superintendent.

Step 2. If the grievance is not resolved at Step 1 within ten (10) calendar days, the Union may appeal the grievance to a panel made up of the Highway Superintendent, the Town Supervisor or his/her designee and one or more

members of the Town Board selected by the Town Supervisor. The Panel will hold a hearing within twenty (20) calendar days from the receipt of the appeal and issue a written decision within ten (10) calendar days from the date of the hearing.

Step 3. If the Union is dissatisfied with the disposition made by the Panel or if the Panel fails to meet with the Union or answer the grievance as required by Step 2, the Union may submit the grievance to arbitration in accordance with Part 207 of the Rules of Procedure of the New York State Public Employment Relations Board by making a demand for arbitration as provided by Section 207.4 of those Rules within twenty (20) calendar days of the Panel's decision or failure to act. The parties incorporate Section 207 of the Rules of Procedure by reference into this Agreement. The parties agree that any award issued in accordance with Part 207 shall be final and binding to the full extent allowed by law. The cost of arbitration shall be shared equally by the parties.

#### ARTICLE 14 - DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent upon the satisfactory completion of six (6) months continuous service. 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. The Union and the Employer agree that certain behavior on the part of an employee is intolerable and could result in immediate discharge. Examples of such behavior, but not all inclusive, are as follows:

- a. Failure to comply with a direct order
- b. Appearing at the work site under the influence of alcohol or drugs
- c. Theft
- d. Unauthorized use of Town vehicles
- e. Willful destruction of Town property
- f. Disorderly conduct
- g. Falsifying work records
- h. Use of physical force against an employee, supervisor or Town official
- i. Failure to report an accident on the job or a personal injury on the job
- j. Driving or otherwise operating Town vehicles and or equipment without appropriate authorization or appropriate license.
- k. Responsible for a major accident while using Town equipment or vehicles
- l. Driving in violation of the New York State Traffic Vehicle Law

Section 3. Other behavior that could lead to discharge is as follows:

- m. Excessive absenteeism
- n. Excessive tardiness
- o. Neglect of job responsibilities
- p. Failure to perform normal and regular assigned duties
- q. Use of loud and abusive language on the job
- r. Misuse of Town equipment or vehicles
- s. Driving or using Town vehicles or equipment in an inappropriate manner.
- t. Failure to report to work in a reasonable time following a call-in
- u. Failure to report to work as scheduled without reasonable cause

With regard to Section 3, above, the Town agrees to provide the employee with one written warning about possible disciplinary action prior to imposing the discipline.

#### ARTICLE 15 - UNION RIGHTS

Section 1. The Employer recognizes the right of designated representatives of the Union to represent bargaining unit employees in exercising their rights under this Agreement and shall not interfere in the exercise of those rights so long as it does not interfere with the carrying out of an employee's job responsibilities.

Section 2. The Union shall have the right to post non inflammatory notices and other communications on bulletin boards maintained on the premises and facilities of the Employer.

Section 3. The Employer recognizes the right of the Union to designate one Job Steward and one alternate Job Steward, to act in the absence of the Job Steward, from any of the permanent employees in the bargaining unit. The Job Steward or alternate Job Steward shall be permitted a reasonable amount of time, free from their regular duties, to adjust grievances or assist in the administration of this Agreement, subject to the approval of the Highway Superintendent or his designated representative.

Section 4. The Employer and the Union shall not discriminate against any employee because of the employee's membership or non membership or activities or because the employee attempts in good faith to assert rights under this Agreement or participate in filing or prosecuting any grievance or other complaint against the Employer or the Union.

#### ARTICLE 16 - MISCELLANEOUS

Section 1. The Union recognizes the right of the Employer to hire seasonal employees.. However, it is understood that permanent employees shall be accorded preferred consideration in regard to the assignment of work and overtime and that no permanent employee shall lose regular full-time work because of the employment of any seasonal employee.

Section 2. The employer shall not enter into any individual agreement with an employee over terms and conditions of employment without the written consent of an authorized union representative. Any agreements that do not satisfy this requirement shall be deemed null and void.

Section 3. The Employer and the Union 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.

Section 4. Qualified full-time employees may apply for any new job classification or operation of work performed by the Highway Department. When more than one candidate applies for the same position, if, in the judgment of the Highway Superintendent, candidates are equally qualified, then seniority shall prevail.

Section 5. All full-time employees shall be afforded the opportunity for any new job classification or operation of work performed by the Highway Department.

Section 6. At least two (2) employees shall be present when cutting trees and brush.

Section 7. Job Descriptions for HEO, MEO and Laborer are attached as Appendices "B", "C" and "D". If an employee is assigned to carry out the normal and regular duties of a higher job classification, said employee shall be paid at the higher classification rate. Assignments such as that of a wingman shall not be deemed as working in a higher classification.

#### ARTICLE 17 - FEDERAL, STATE, AND LOCAL LAWS

Section 1. This Agreement shall be subject to all applicable federal, state and local laws, and any terms of this Agreement which are not consistent with, or do not conform to, any federal, state or local laws shall be deemed null and void.

Section 2. If any Article or part of this Agreement should be found to violate any federal, state or local law, or, if adherence to or enforcement of any Article or part of the Agreement should be restrained by court of law, the remaining Articles or parts thereof, shall not be affected.

#### ARTICLE 18 - ZIPPER CLAUSE

This agreement is not subject to amendment, alteration or addition except by a subsequent written agreement between and executed by the Town and the Union. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all terms and conditions hereof. The Union acknowledges that during the negotiations that resulted in the Agreement, it had the unlimited right and opportunity to make demands and proposals respecting mandatory subjects of negotiations and 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 this Agreement, the Union and the Town will not engage in any further negotiations except on the mutual consent of the parties.

#### ARTICLE 19 - MANAGEMENT RIGHTS CLAUSE

It is agreed that the Town retains and reserves unto itself and its duly elected officials, except as expressly limited by this Agreement or by the Civil Service Law, other applicable state or federal statutes or applicable rule 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.


#### ARTICLE 20 - LEGISLATIVE ACTION

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

THE TERMS AND CONDITIONS OF THIS CONTRACT CAN ONLY BE EXCEEDED BY AGREEMENT WITH THE APPROPRIATE LEGISLATIVE BODY AND TEAMSTERS LOCAL 294.


#### ARTICLE 21 - DURATION

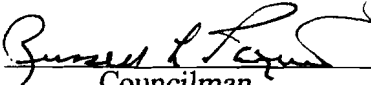
This Agreement shall be effective from January 1, 2003, through December 31, 2006. The parties agree to meet and confer for the purpose of negotiating a successor Agreement at the request of either party during the six month period prior to the expiration of this AGREEMENT.

  
\_\_\_\_\_  
John Bulgaro, President  
TEAMSTERS LOCAL 294

  
\_\_\_\_\_  
Paul Engel, Business Agent  
TEAMSTERS LOCAL 294

  
\_\_\_\_\_  
David McLowell  
Town Supervisor

  
\_\_\_\_\_  
Councilman

  
\_\_\_\_\_  
Councilman

  
\_\_\_\_\_  
Michael Kelly  
Councilman

\_\_\_\_\_  
Councilman

Date:

Date:



**APPENDIX "A"**  
(3% increase each year of contract)

WAGE RATES

HEO

EFFECTIVE DATE	RATE OF PAY
1/1/2009	\$14.16
1/1/2010	\$14.58
1/1/2011	\$15.02

MEO

EFFECTIVE DATE	RATE OF PAY
1/1/2009	\$12.40
1/1/2010	\$12.77
1/1/2011	\$13.15

LABORER

EFFECTIVE DATE	RATE OF PAY
1/1/2009	\$11.91
1/1/2010	\$12.27
1/1/2011	\$12.64

DEPUTY HIGHWAY SUPERINTENDENT

The hourly rate for the Deputy Highway Superintendent shall be \$0.36 above his prevailing hourly rate.

**APPENDIX “B”****LABORER**

**GENERAL STATEMENT OF DUTIES:** Operates light duty motorized equipment. Performs a variety of manual tasks and works as a team member.

**DISTINGUISHING FEATURES OF THE CLASS:** Work involves the responsibility for the safe and efficient operation of light duty motorized equipment used for community upkeep.

**EXAMPLES OF WORK:** Operates light duty truck to plow snow from bridges, parking lots and access roads. Also, to carry tools and run errands. The employee performs semi-skilled manual tasks, cuts grass, rakes, shovels, etc.

**REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES:** Good knowledge of the operation and care of light duty motorized equipment. An ability to understand and carry out oral or written instructions. Good physical condition.

Employee must be safety conscious at all times.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Two years experience in the operation of light duty motorized equipment or an equivalent combination of experience and training.

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:** Current eligibility for an “appropriate” New York State Driver’s License in the classification as required by law.

**APPENDIX "C"****MOTOR EQUIPMENT OPERATOR**

**GENERAL STATEMENT OF DUTIES:** Operates several types of motorized equipment. Performs a variety of manual tasks in connection with such operation and works as a team member.

**DISTINGUISHING OF THE CLASS:** Work involves responsibility for the safe and efficient operation and care of moderately complex motor equipment in the performance of assigned tasks. An employee in this class is required to perform recurring manual duties.

**EXAMPLES OF WORK:** Operates a truck in connection with hauling of material for road construction and repair; to transport workmen, tools and other equipment; on special assignment, may be required to operate a snow plow or related snow removal equipment; a bull dozer, grader, power shovel, backhoe, or other motor equipment; services assigned equipment and maintains it in clean condition; performs minor mechanical repairs on automotive equipment; loads and unloads trucks; performs a variety of manual tasks, such as, but not limited to, cleaning culverts, shoveling snow, painting and community maintenance work.

**REQUIRED KNOWLEDGE'S, SKILLS AND ABILITIES:** Good knowledge of the operation of trucks, tractors and other types of motorized equipment; ability to understand and carry out simple oral and written instructions; mechanical aptitude;; industry and dependability; good physical condition.

Employee must be safety conscious at all times.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Three (3) years experience in the operation of some type of motorized equipment; or an equivalent combination of experience and training.

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:** Current eligibility for an "appropriate" New York State driver's license in the classification as required by law.

**APPENDIX "D"****HEAVY EQUIPMENT OPERATOR**

**GENERAL STATEMENT OF DUTIES:** Operates, cleans and services various types of motor equipment. Performs a variety of manual tasks in connection with such operations; does related work required, and works as a team member.

**DISTINGUISHING FEATURES OF THE CLASS:** Work involves responsibility for the safe and efficient operation of one or more types of specialized heavy automotive equipment used in maintenance or construction projects. Greater skill is required than in the operation of other types of equipment and there is greater responsibility for the safety of others. An employee is also responsible for making minor repairs and for ordinary servicing to the equipment. The incumbent does related work as required.

**EXAMPLES OF WORK:** Operates truck, backhoe, bull dozer, power grader, roller, loader, tractor, and all Highway Department equipment. Operates snow plow equipment in the cleaning of roads; operates heavy equipment for cutting and filling; removing stumps; strips gravel pits and related Highway Department tasks; performs maintenance and repair work on equipment; loads and unloads vehicles; performs a variety of manual tasks such as, but not limited to, cleaning culverts, shoveling snow, painting, and community maintenance work.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:** Good knowledge of the operation and maintenance of heavy motor equipment; ability to service and make minor repairs and adjustments to equipment; ability to understand and carry out oral and written instructions; mechanical aptitude; dependability; good physical condition.

Employee must be safety conscious at all times.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Five (5) years experience in the operation of specialized or heavy motor equipment or eight (8) years experience in the operation of motor equipment.

**SPECIAL REQUIREMENTS FOR ACCEPTANCE OF APPLICATIONS:** Current eligibility for an "appropriate" New York State Driver's License in the classification as required by law and a Commercial Driver's License.