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

Title: **Pittstown, Town of and Town of Pittstown Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2012)**

Employer Name: **Pittstown, Town of**

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

Local: **294**

Effective Date: **01/01/12**

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Agreement  
Between  
Teamsters Local 294,  
Affiliated with International  
Brotherhood of Teamsters of America,

890 Third Street

Albany, NY



AND

Town of Pittstown

Pittstown, NY

1/1/12 - 12/31/14

## ARTICLE I. CONDITION AND SCOPE OF AGREEMENT

A. The Town of Pittstown Highway Department, 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 with the Pittstown Highway Department Employees, 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 Laws of the State of New York, and the rules, regulations, and policies of the Employer, which laws, rules, and regulation and policies shall be construed for the accomplishment of this purpose.

C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York as the sole exclusive bargaining representative for all full-time employees of the Town of Pittstown Highway Department who are in the following titles, Mechanic, Heavy Equipment Operator and Foreman. Excluded are the Superintendent of Highways and all part-time, seasonal, irregular employees.

D. This Agreement entered into this 19<sup>th</sup> day of December, 2011, between the Town of Pittstown Highway Department, Pittstown, New York, hereinafter referred to as the Employer, and Local294, affiliated with International Brotherhood of Teamsters of America, hereinafter referred to as the Union, shall be gender neutral, any reference to his/her, he/she etc., will be considered neutral and apply to both genders. This agreement will be in effect from January 1, 2012 and to December 31, 2014.

## 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 jobs.

B. Check-off for 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 the same to said Union at the end of each month for which deductions are made. Written authorization by the employees is to be furnished in a form approved by the Employer.

C. The Union agrees to indemnify and to hold the Employer harmless from any cause of action, claims, complaints, losses or damages, including attorney's fees, incurred in the defense of any such causes of action, claims, complaints, losses or damages as a result of agency fee deductions.

D. Stewards. The Employer recognizes the right of the Union to designate one steward from the Employer's seniority list. The designated Steward shall have super seniority for the Purpose of layoff and recall only. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with Schedule "A" 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) has been reduced to writing, or
  - b) if not reduced to writing, are of a routine nature, and do not involve a refusal to perform work assignments.
3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.
4. No steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job.
5. The Job Steward designated by the Union as such shall be given a reasonable amount of paid for time for Arbitration and processing employee's grievances. Any question or determination of time will be made by the Employee's Supervisor.
6. The Union shall notify the Employer in writing of the employee designated by the Union as Steward and alternate Steward.

### **ARTICLE III** **MANAGEMENT RIGHTS**

The Employer and the Union agree that the rights and responsibilities to operate and manage the business and the affairs of the Employer are vested exclusively in the Employer; and failure to exercise these rights shall not be construed as a waiver of any of them. These rights and responsibilities include, by way of illustration and without being limited, the right to: determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition, and organization of the workforce, job classifications, descriptions, content and standards, and employee performance; inspection and evaluation; control, determine and change the manner and the extent to which the Employer's equipment, facilities and properties shall be operated, laid out, increased, decreased or located; introduce new or improved methods, facilities, techniques and processes; the right to select, test, train and to determine the ability and the qualifications of employees; implement and comply with the regulations and requirements issued by any customer or government agency; contract and subcontract for materials, supplies and equipment whether or not involving work which might be done by the employees covered by this Agreement; establish, distribute, modify and enforce rules of employee conduct and safety, and manuals of operating procedures and safety regulations; establish, employ, lay off, discharge, assign, discipline, transfer, suspend and

promote its employees; determine, control and change the quality and nature of its products, materials and services; and all other rights pertaining to the operation and management of the business and the affairs of the Employer unless expressly provided otherwise in this Agreement.

#### **ARTICLE IV.**

#### **GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS.**

A. Seniority. In accordance with Article XIX (E), Seniority shall prevail in that the Employer recognizes the general principle that the senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts, and to work at the job for which the pay is the highest. Employees shall be placed on the seniority list after thirty (30) days of employment as of the first day of hire. Except as provided in Article II(D) above, seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

B. Loss of Seniority. Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit.
3. Or a Break in service for any reason in excess of one year

C. Layoff and Recall. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified. 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 to the Employer by the employee. Within three (3) calendar days after the tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) days after date of tender of delivery of recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee is laid off for a period in excess of one year or fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered a voluntary quit. Employees who willfully fail to return to work Following a leave of absence will lose all prior seniority.

#### **ARTICLE V. 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 nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

**ARTICLE VI.**  
**RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING.**

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.

**ARTICLE VII. 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, as Schedule "A".

**ARTICLE VIII. SEPARATION FROM EMPLOYMENT.**

Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day next following such quitting. Vacation benefits as have been established hereunder shall be included in such payments. Upon separation from employment, the employee shall return to the Highway Superintendent all Department property in his possession or assigned him insubstantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before the last payday.

**ARTICLE IX. EQUIPMENT**

Vehicle and Traffic Law Violations. Employer agrees to reimburse employee for payment of fines levied against employee as a result of defective equipment in or on an Employer's vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeurs Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

**ARTICLE X.**  
**UNIFORM AND BOOT ALLOWANCE**

For the 2012 calendar year through August 31, 2013, the Town of Pittstown will continue the current practices of providing uniforms and overalls and the current practice of a stipend for boots (\$100) for all highway employees.

Effective, September 1, 2013, the Town of Pittstown will provide an annual stipend of three hundred (\$300.00) dollars to purchase clothing, including but not limited to shirts, pants, boots, and coats.

Effective, January 1, 2014, the Town of Pittstown will provide an annual stipend of six hundred (\$600.00) dollars to purchase clothing, including but not limited to shirts, pants, boots, and coats.

## ARTICLE XI. PAY PERIOD

There will be a bi-weekly payroll. 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. The classifications are established:

1. Heavy Equipment Operators
2. Working Foreman
3. Head Mechanic
4. Mechanic

B. No employee will be paid at a rate lower than his primary classification. When an employee is assigned work in a higher classification he will be paid the higher classification rate, provided the work is performed for a period in excess of 1 ½ days.

C. The Mechanic will bring tools to work with him to do the everyday work. Specialty Tools will be provided by the Town.

## ARTICLE XIII. VACATIONS

A. All permanent Full Time Employees shall be granted paid vacation according to the following schedule:

40 hours vacation after one year of employment

80 hours vacation after 2 years of employment

120 hours vacation after 8 years of employment

After 15 years of employment, eight hours of vacation will be granted each additional year of service over 15 years, up to a maximum of 160 hrs.

B. Vacation leave must be used by employees during the year it is earned. Further, employees shall request vacation a minimum of two (2) weeks in advance and all requests are subject to approval of the Highway Superintendent. Vacation leave will not accumulate and cannot be carried over by employees from year to year.

C. Employees who are separated from service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

## 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	Martin Luther King Day **
President's Day **	Memorial Day
4 <sup>th</sup> Of July	Labor Day
Election Day *	4 Hours on Primary Day *
Veteran's Day	Thanksgiving
Christmas	Columbus Day

\*

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Once the Town's new highway garage building is open, "Election Day" and "4 Hours on Primary Day" will be deleted from the list of holidays. However, at that time, "President's Day" and "Martin Luther King Day" will be added to the list of holidays.

When one of the holidays falls on a Sunday, the holiday will be celebrated the very next day, Monday. When the holiday falls on Saturday, the holiday will be observed on the day immediately before the holiday, Friday. If an employee is called into work on a holiday, they will be paid one and one-half time for all hours actually worked on the holiday on top of the normal 8 hour holiday pay.

## ARTICLE XV. SICK LEAVE

A. Full-time employees who have completed one (1) year of service shall be entitled to six (6) sick leave days per year. Employees hired after January 1, 2009 and employees currently working without sick time will receive (1) one sick day per month up to a maximum of (5) five days. Upon the employee's anniversary date they will receive the same contractual benefits as everyone else. Sick leave will be granted only for illness or injury to an employee.

B. An employee may accumulate sick leave to a maximum of One Hundred Sixty (160) Hours.

C. It is the intent of the parties that the Town Supervisor, Town Highway Supervisor or Town Board shall have the right to take whatever reasonable action may be necessary to prevent abuse of sick leave by employees; to include requiring that employees provide the Town with a physician's certificate documenting his or her injury or illness.

D. Sick leave may not be used for vacation or recreation purposes.

E. No compensation or payment will be provided for unused sick leave during any employment with the Town nor upon termination of employment with the Town.



## ARTICLE XVI. PERSONAL LEAVE

- A. Upon the completion of one (1) year of service, employees will be entitled to three (3) personal leave days per year. Personal leave is meant to provide employees time off to accomplish tasks or address business which cannot otherwise be accomplished or addressed outside normal business hours. Personal leave is not meant to be used for vacation or recreation purposes.
- B. Personal leave cannot be used immediately before or after a Town holiday or vacation.
- C. Application for the use of personal leave, except in emergency situations, shall be made to the Superintendent of Highways or his or her designee, not less than three (3) work days in advance of such anticipated absence. The granting of such personal leave shall be subject to the reasonable operating needs of the Department and any denial of the use of such leave shall be given to the employee at the time of his or her request. The employer shall not unreasonably withhold such leave requests.
- D. Unused personal leave will be added to an employee's sick leave accumulation; to a maximum of One Hundred Sixty (160) Hours of any combination of sick and personal leave.
- E. No compensation or payment will be provided for unused personal leave during employment with the Town or upon termination of such employment.

## ARTICLE XVII. BREAKS

- A. Breaks for full time employees shall be:
- Fifteen (15) minutes for every four (4) hours of time worked, and  
Thirty (30) minutes for lunch, in which the employees may leave the highway department during this time.

## ARTICLE XVIII. DRUG AND ALCOHOL PROGRAM

- A. Prohibition
1. No employee shall report to work or remain on duty while under the influence of alcohol or illegal drugs. The use, possession, or sale of alcohol or illegal drugs by an employee during working hours or on the Employer's property is prohibited. The use, sale, or possession, or being under the influence of alcohol or illegal drugs while on duty shall result in termination of employment.

B. Testing

1. With reasonable cause, the Employer may require an employee to submit to a blood or breath testing, urinalysis, or other screening when:

(a) The use of alcohol or drugs or other impairing substance during work or within close proximity to reporting time is indicated;

(b) The appearance, behavior, or actions of an employee seem to be consistent with the use of alcohol or illegal drugs; or

(c) Incidents or accidents resulting in injury, lost time, or damage to property occur under conditions which justify such testing in the judgment of the Employer.

2. The Employer, in addition to Section D of this Article and in its discretion, may require random drug and alcohol testing of employees. No employee shall be subject to a random test under this sub section more than once per calendar year.

3. An employee's refusal to consent to such a test when requested will create a presumption that the employee has violated this policy, and such refusal will result in termination of employment.

C. Searches

1. Searches: The Employer may, without prior notice and with reasonable cause, conduct searches for alcohol, illegal drugs, or drug paraphernalia on the Employer's premises, the Employer's property, or any employee's possessions or vehicles on the Employer's premises. Employees shall cooperate in the conduct of such searches. Refusal to cooperate in such searches shall result in termination of employment.

D. Standards

1. Standards: The Employer shall apply to employees the standards set forth in the DOT regulations as they may be updated or amended for drug screen and confirmation test cutoff levels, testing procedures, chain of custody rules, laboratory certification and medical review.

NOTE: For employees who maintain a commercial drivers license (CDL) and operate commercial motor vehicles the Town will enforce the Drug and Alcohol Testing Plan required by the Omnibus Transportation Employee Testing Act of 1991 and/or any other applicable federal or state law or regulation.

## ARTICLE XIX. GENERAL PROVISIONS

- A. The Town may choose to implement the use of Time-Clocks.
- B. The town will continue their current practices of calling highway department employees in for snow plowing and other emergencies. Anytime an employee gets called in for any reason outside his/her normal work, he/she will get paid for a minimum of 1 hour. If the employees works more than 1 hour they will get paid the number of hours they actually work. The employees will start getting paid as soon as the call is received to report to work, provided the employee punches in on the time clock within 30 minutes of being called in. If an employee doesn't punch in within the (30) thirty minutes allowed, they will be docked the actual time from the time of the call in. (Example: - if you are called at 2am. And do not punch in until 2:40am.you are ten minutes late and will be paid from 2:10am.)
- C. The town will provide a break room for the highway department employees. The Town will maintain the appliances currently in the breakroom.
- D. All new employees will be on probation for a period not to exceed 3 months from their date of hire.
- E. Any promotion within the bargaining unit will be filled by the Employer with the internal or external candidate based upon the candidate's qualifications, experience, performance, ability and work records. The position shall be offered to the employee with the most seniority if qualifications, experience, performance, ability, and work records are equal.

## ARTICLE XX. INSURANCE

- A. The Employer agrees to provide health insurance coverage for the employees and their dependents under the New York State Teamsters Council Health & Hospital Fund, **Classic Plan**. Coverage will consist of medical, prescription, dental and vision. Previous to this agreement employees were enrolled in the Select Plan. The employer agrees in an effort to control rising health insurance costs the employer will hold employees harmless for the total out of pocket costs for the difference between the Select and Classic plans. For employees hired prior to January 1, 2012, the Employer shall pay 90% of the premiums for Single, Two Person and Family Coverage. The employees shall pay 10% of such premium costs. For any new employees hired on or after January 1, 2012 the Employer shall pay 75% of the premium for single, two person, or family coverage. The Employee shall pay 25% of such premium cost.
- B. At the discretion of the employee, the Town will provide an opt-out provision for Health Insurance coverage in the amount of \$2,550.00 per year for Family, \$2,000.00 per year for Two Person and \$1,500.00 per year for Single Person Coverage. If the employee wishes to opt-out he/she must provide proof of suitable coverage elsewhere. If an employee opts-out and subsequently loses coverage, they will be able to opt back into the Town's plan at the time, and the opt-out payment will be pro-rated. Opt-out monies to be paid out with the first pay period

each December. The Town agrees to continue to offer this buyout (opt-out) plan as long as the Town does not incur a loss from the implementation of such plan. A loss for these purposes shall be defined as a cost to the Town which exceeds the savings realized by the Town through implementation of the same. If, in any given year, the Town realizes a loss through the implementation of the buyout plan, the parties will meet to negotiate the buyout plan so that the Town will realize a cost savings; such renegotiations will be concluded before any payments are made to employees under this Article.

#### **ARTICLE XXI. WORK DAY AND WORK WEEK**

The work week shall be Monday through Friday, inclusive, for all employees covered hereunder. The work day shall be eight (8) working hours, with a one-half hour unpaid lunch break, Monday through Friday and the starting time shall be determined by the Highway Superintendent. Once the starting times are established they will not be changed without a two (2) week notice, except in the case of an emergency.

Employees shall receive overtime pay at the rate of one and one-half times the regular pay for all hours worked in excess of forty (40) per week. It is understood that pre-approved personal leave time will be considered time worked for the purpose of calculating overtime. However, no other type of paid or unpaid leave will be considered as time worked for the purpose of calculating overtime.

#### **ARTICLE XXII. WAGES**

- A. All full-time employees shall be scheduled for a forty (40) hour work week.
- B. Compensatory time - In lieu of overtime pay, the employee may choose to receive compensatory time off. One hour of overtime equals one and one-half (1 ½) hours of compensatory time unless the employee is afforded a higher pay due to a holiday or extended work hours, then the employee will be compensated the proper number of hours as if he were being paid. Time off must be taken by mutual agreement of the employee and the Highway Superintendent. Compensatory time must be used by the employee by December of the year it is earned. If the Employee does not use the compensatory time by December, (s)he will be paid for the overtime hours earned in a separate check on the same day they receive their 1<sup>st</sup> pay check in December. No compensatory time can be carried over from year to year by employees. Employees may accumulate up to a maximum of (80) eighty hours of useable comp-time and (80) eighty hours of reserve comp-time to a maximum of (160) one hundred and sixty hours. Useable comp-time can be replenished when used. Comp-time that exceeds the maximum will also be paid in a separate check. Pay of unused comp-time may be requested at any time during the year.
- C. Wages shall be paid in accordance with Schedule "B".

**ARTICLE XXIII. BEREAVEMENT LEAVE**

All employees shall be entitled to absence from employment with pay, for death in the family as shown below:

Spouse, child, parent, brother, sister, mother-in-law, father-in-law, step brother or step sister, grandparent or any person who is a resident of the employee's household, three (3) days of paid absence.

Employees will receive one day of paid leave, for the death of an Aunt or Uncle.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

**ARTICLE XXIV. JURY DUTY**

Employees required to report for Jury Duty shall be paid their regular wage for each day attended for Jury Duty, less the amount paid by the Courts for the employees attendance for Jury Duty.

**ARTICLE XXV. LABOR - MANAGEMENT**

Labor Management Committee shall be established which consists of two members appointed by the Union and two members appointed by the Town. The committee shall be established for the purpose of discussion, at mutually acceptable times, of matters of mutual concern or similar issues arising from time to time during the administration of this agreement. Such meetings shall take place on a quarterly basis. Where issues are discussed by the Labor Management Committee and a final decision is issued, they shall not reappear at subsequent meetings.

**ARTICLE XXVI. DURATION CLAUSE**

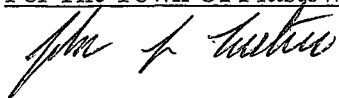
This Agreement shall be in force and effect from January 1, 2012 to December 31, 2014, and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof, or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

**ARTICLE XXVII.**

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

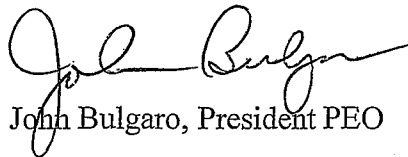
THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY.

For The Town Of Pittstown



Town Supervisor 12/19/2011

For Teamsters Local #294



John Bulgaro, President PEO 12/19/2011



Thomas L. Quackenbush, Business Agent 12/19/2011

**Schedule "A"**  
**GRIEVANCE PROCEDURE**

**BASIC PRINCIPLES:**

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him 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 nor establishing new ones.

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**PROCEDURES:**

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

STEP 1. Informal Stage: Employees having a grievance and said employee's job steward must within five (5) days of having knowledge of an alleged violation or a complaint present such grievance, in writing, to the Highway Superintendent. The Highway Superintendent shall render his determination, in writing, to the aggrieved employee and job steward within a period of two (2) days.

STEP 2. If the aggrieved employee objects to the decision rendered by the Highway Superintendent, he may, within three (3) days, appeal the grievance to the Town Supervisor for a review of the entire proceeding to date. Such request shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee. Said Town Supervisor may request written statements from all parties concerned in making the previous decisions. The Town Supervisor shall within ten (10) days of the receipt of the Notice of Appeal, meet with the aggrieved employee, the Union steward and the Union representative

and any other person(s) whom he feels can aid him in rendering a decision concerning the aggrieved employee. A decision shall be rendered within five (5) days from the date of the hearing and shall be in writing with copies going to all parties involved in the grievance.

STEP 3. If the Union objects to the decision rendered by the Town Supervisor, it may, within three (3) days Appeal the decision to the Town Board. Within ten (10) days of receipt of the appeal, the Town Board will meet with the Union to review the grievance. The Town Board will issue its decision, in writing, on the grievance within five (5) days from the date of the meeting.

STEP 4. If the Union objects to the decision rendered by the Town Board, it may within five (5) days from receipt of the decision, submit the grievance or grievances at issue to the Public Employee Relations Board pursuant to said Agency Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding on all parties. The cost of Arbitration will be divided equally between the Town and the Union. The Arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of this agreement. The Arbitrator shall have no power to alter, add to, or detract from the provisions of this agreement.



**Schedule "B"**

**WAGES**

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Working Foreman	\$17.90	\$18.26	\$18.63
H.E.O.	\$16.68	\$17.01	\$17.35
Head Mechanic	\$17.90	\$18.26	\$18.63
Mechanic	\$17.38	\$17.73	\$18.08

All raises will be given on January 1 of each year.

**LONGEVITY PAY**

Effective January 1, 2012, Longevity pay will be issued to full-time permanent employees in accordance with the following in separate checks on a quarterly basis with the total amounts below being divided into the four (4) quarterly payments.

5-9 Years of Service	\$ 250.00
10-14 Years of Service	\$ 500.00
15 and up	\$1,000.00