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LABOR AGREEMENT  
BETWEEN  
THE TOWN OF TROUPSBURG, NEW YORK  
AND  
TEAMSTERS LOCAL UNION 317

**JANUARY 1, 2008 – DECEMBER 31, 2010**

**RECEIVED**

JUL 14 2008

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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**ARTICLE 1 RECOGNITION**

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This Agreement is made by and between TEAMSTERS LOCAL UNION 317, affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the "Union", and the TOWN OF TROUPSBURG, New York, hereinafter called the "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees' Fair Employment Act, Article 14 of the Civil Service Law (Taylor Law).

**ARTICLE 2 EMPLOYEE ORGANIZATION RIGHTS**

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SECTION 1 UNION SECURITY

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

In accordance with the policy set forth under this section, all employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fee and monthly dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

The Employer agrees not to discourage employees in becoming members of the Union and maintaining their membership during the life of this Agreement, to refer new employees to the Union representative, and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement, as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security provisions to apply or become effective in situations not now permitted by law.

When the Employer needs additional men, the Union shall be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union.

## SECTION 2 DUES AND OTHER DEDUCTIONS

Check-off: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same shall be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum.

The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union to pay such dues in advance.

## SECTION 3 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to.

## SECTION 4 STEWARDS

The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of the Steward and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to his/her Employer or the designated Employer representative in accordance with the provisions of the Collective Bargaining Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

Stewards and Alternates have not authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours and off the property or other than during his/her regular schedule without loss of time or pay. Such time spent, in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Steward".

#### SECTION 5 NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation nor shall they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, marital status, political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

#### SECTION 6 PICKET LINES

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union. However, the employee shall immediately notify his/her supervisor for instructions. It is agreed that no employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such employee be subject to any form of disciplinary action as a result of such damage.

#### SECTION 7 BULLETIN BOARD

The Union shall provide a bulletin board in the work place for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

### **ARTICLE 3 MANAGEMENT RIGHTS**

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The Union recognizes that there are rights and responsibilities belong solely to the Employer except where limited by this Agreement. The Union reserves the right to object to the Employer's actions in any of the above respects but only through the grievance procedure provided for in this Agreement.

**ARTICLE 4                    BARGAINING UNIT**

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SECTION 1    DEFINED

The terms and conditions of this Agreement shall apply to all non-supervisory and non-clerical employees of the Employer performing work that traditionally has been, presently is, and which in the future shall be, assigned as the duties of the Town of Troupsburg Highway Employees, except that persons employed pursuant to Workfare or who are temporary or part-time help shall not be included within the bargaining unit.

SECTION 2    PROTECTION OF UNIT WORK

Bargaining unit work as described above shall only be performed by bargaining unit employees and shall be governed by the terms of this Agreement, except that this restriction shall not apply in the case of a working Superintendent. No bargaining unit member shall be laid off as a result of bargaining unit work being performed by persons employed on temporary, part-time, or Contractors basis.

**ARTICLE 5                    SENIORITY**

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SECTION 1    SENIORITY LIST

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

SECTION 2    PROBATION

A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a one (1) year trial basis during which period he/she may be discharged without further recourse, except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership or to avoid adding employees to the seniority list.

After one (1) year, such employee shall be placed on the regular seniority list and his/her seniority date shall revert back to his/her first date of employment.

SECTION 3    APPLICATION OF SENIORITY

The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, and vacations. Overtime shall be equitably distributed among all employees.



Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three (3) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5<sup>th</sup>) day before such employee's seniority shall be broken.

## **ARTICLE 6 DISCIPLINARY ACTION**

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Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand. The employee shall not be required to sign any statement arising out of the questioning. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer and the Union, or its authorized representative, and each such party receives a copy of the recording. Proper notification must be given to all involved parties and only those involved in such proceedings along with their respective representative will participate in same.

## **ARTICLE 7 GRIEVANCES**

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### **SECTION 1 DEFINED**

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article.

Every employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter.

### **SECTION 2 GRIEVANCE PROCEDURE**

The procedural steps of the grievance procedure shall be as follows:

Step 1: The employee shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the employee and the Town Superintendent to reach an amicable solution. The presentation may be either oral or written.

Step 2: The second step of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a representative of the Town

Board governing the operations of the Highway Department. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may be either oral or written.

Step 3: If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to the New York State Public Employment Relations Board for final and binding arbitration. The costs of such arbitration shall be borne equally by the Employer and the Union.

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**ARTICLE 8                      REVIEW OF PERSONAL HISTORY FOLDER**

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Any employee shall, within five working days of a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. This right shall not be abused. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance on his job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

An employee may, at any time, request and be provided copies of all documents and notations in his/her official personal folder of which he/she has not previously been given copies. However, any pre-hire materials and information provided to the Town in confidence from a previous employer shall remain confidential and accessed only as the appropriate laws allow.

Except for disciplinary actions and annual work performance ratings, any material in the personal history folder of an adverse nature, over one (1) year old may, upon the employee's written request, be removed from the personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material. However, if an employee becomes a multiple offender, and repeated and progressive discipline is necessary the Employer may extend the above mentioned one (1) year to two (2) years, but only for the specific infraction that the employee continues to repeatedly violate.

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**ARTICLE 9                      EXAMINATIONS      (Drivers License)**

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The Employer shall pay for any driving course required for the Commercial Drivers License (CDL). All employees must possess a valid driver's license. Any loss of driving privileges by an employee that would restrict an employee from driving the Employer's vehicles shall be grounds for lay off. In such case of lay off, the employee shall have six (6) months to have his/her driving privileges restored. Any employee without driving privileges for more than six (6) months shall be subject to discharge.

In the event that the Employer purchases any equipment that would require an employee to upgrade his/her privileges to operate that equipment, the Employer will make said equipment available to all employees from practice and testing. The Employer will supply, at no cost to the employee, all related accessories necessary for the safe operation of the equipment. For example; fuel, oil, supervision and training, registration, and insurance.

**ARTICLE 10 HEALTH AND SAFETY**

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**SECTION 1 EQUIPMENT**

The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment.

**SECTION 2 DANGEROUS CONDITIONS**

Except for the conditions normal to highway maintenance, under no circumstances shall an employee be assigned or required to engage in any activity involving dangerous conditions of work; danger to person or property; or a violation of any applicable rule, statute, ordinance, regulation or court order relating to safety of person or equipment.

**SECTION 3 PROTECTIVE CLOTHING**

The Employer shall provide to the employees the necessary OSHA required equipment, including but not limited to, hard hats, safety glasses, safety vest, and flags.

Further, the Employer will provide rain gear and rubber boots, pursuant to the state bid for small equipment, as needed by each employee, but not more than one of each per employee per year.

Effective 1/1/2002, the Employer will reimburse employees a maximum of \$75.00 annually for the purchase of steel toe boots. To receive reimbursement, the employee must present an invoice with receipt showing the employee purchased said boots.

**ARTICLE 11 WAGES AND HOURS**

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**SECTION 1 HOURS**

The standard guaranteed workweek for all employees shall be forty (40) hours. The standard guaranteed workweek shall consist of five (5) consecutive guaranteed eight (8) hours workdays running from Monday through Friday inclusive. All hours paid in excess of eight (8) or ten (10) hours per day, as applicable, or forty (40) hours per week or both shall be compensated at the rate of one and one-half (1 ½) times the hourly rate. This compensation shall be in addition to all other benefits provided for by this Agreement.

The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal and street cleaning. The Employer shall give the employee at least three (3) days notice of any change of work schedule.

Employees may elect to work on the weekend if such work is scheduled by the Employer. Employees shall be called in order of seniority, and an employee so called may decline to work, provided that an employee's declination shall not be effective if by declining to work, the Employer would not have a sufficient number of employees to work. However, in the event of an emergency, employees shall report when called, if available.

The terms of Section 3 of this Article shall apply in such situations. Work scheduled for weekends shall be compensated at a rate of time and one-half (1 ½). This compensation shall be in addition to all other benefits provided for by this Agreement.

The normal start time shall be 7:00 A.M. with a paid one-half hour period to be taken as break periods. This break period shall be broken down into two break periods that combined equal one-half hour. The break periods shall be taken at the times scheduled by the Employer. Further, each employee shall receive daily an unpaid one-half hour lunch break between the hours of 11:30 A.M. – 1:30 P.M.

Employees ordered to start before the normal start time shall receive a paid fifteen (15) minute additional break. Employees working two hours past the end of the normal guaranteed workday, as defined in the first paragraph of this Article, shall receive a paid fifteen (15) minute additional break. Employees working five (5) hours past the end of the normal workday shall receive a paid one-half hour meal break in addition to the break that is granted after having worked for two (2) hours past the end of the normal workday. When the situation demands, employees shall work overtime. However, no employee shall be required to work an unreasonable amount of overtime.

**SECTION 2 WAGES**

All Employees under this Agreement shall be classified as one of the following:

- Heavy Motor Equipment Operator (HMEO)
- Motor Equipment Operator (MEO)
- Laborer

The following wage scales shall prevail:

<b><u>EFFECTIVE:</u></b>	<b><u>1/1/2008</u></b>	<b><u>1/1/2009</u></b>	<b><u>1/1/2010</u></b>
<b>HMEO</b>	<b>\$13.85</b>	<b>\$14.40</b>	<b>\$15.00</b>
<b>MEO</b>	<b>(No one currently employed in this class.)</b>		
<b>LABORER</b>	<b>(No one currently employed in this class.)</b>		

**New Hire Starting Rate:**

<b>Starting rate</b>	<b>\$2.00 less than the applicable rate</b>
<b>After one (1) year seniority</b>	<b>\$1.00 less than the applicable rate</b>
<b>After two (2) years seniority</b>	<b>Full rate</b>

LONGEVITY BONUS. A five cent (\$.05) per hour longevity bonus shall be paid in addition to the base wage rates set forth above, for each year of service.

To the extent that any Federal or State Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

PAY DAY. Employees shall be paid no later than the end of the normal workday on alternating Fridays. Errors of shortages shall be corrected on the following payday.

**SECTION 3 EMERGENCY CALL IN PROVISION**

Any employee called in for emergency work shall perform only the work for which he/she was called and shall be paid one and one-half (1 1/2) times his/her regular rate of pay. Employees shall be paid for all time worked during such emergency, in addition to all other benefits provided for by this Agreement, with a minimum guarantee of three (3) hours pay regardless of time actually worked, unless the minimum guaranteed time of three (3) hours results in the employee working during his normal work shift then the time spent working during the employees normal work shift shall be paid at his/her normal rate of pay and the time actually worked as a result of the emergency call-in outside of the employees normal work shift shall be paid at the enhanced rate set forth in this paragraph. All other terms and conditions of this Agreement shall also apply.

Employees called in for emergencies or before their regular starting time shall be allowed at least one-half (1/2) hour to report for work.

**SECTION 4 SEPARATION OF EMPLOYMENT**

If the Employer discharges an employee or an employee quits or retires, the Employer shall pay all money due to the employee on the next payday following such termination.

"Money due" shall include, but not be limited to wages, accrued vacation, and personal leave credits, except that upon a retirement, "money due" shall also include accrued sick leave credits, but such sick leave credits shall not exceed three hundred twenty (320) hours.

**SECTION 5 LAY OFF and RECALL NOTICE**

The Employer shall provide any employee being laid off with one week's notice that he/she is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

**ARTICLE 12 HEALTH AND WELFARE**

**SECTION 1 HEALTH AND WELFARE**

The Employer agrees to enroll bargaining unit employees into the New York State Teamsters Health Fund's Municipal Plan, using the weekly component rates below.

<b>EFFECTIVE</b>	<b>SINGLE</b>	<i>B. weekly</i>		<b>2-PERSON</b>	<i>Terry Rick</i>		<b>FAMILY</b>	<i>Bok</i>	
		<i>Ron</i>	<i>Town</i>		<i>in RE</i>	<i>Town</i>		<i>Kerry</i>	<i>Town</i>
<b>1/1/2008</b>	<b>\$116.55</b>	13.29	429.81	<b>\$221.45</b>	13.73	429.17	<b>\$300.15</b>	18.61	581.0
<b>1/1/2009</b>	<b>\$131.60</b>	15.07	487.33	<b>\$251.20</b>	15.57	486.83	<b>\$341.00</b>	21.14	669.8
<b>1/1/2010</b>	<b>\$148.70</b>	17.11	553.29	<b>\$285.20</b>	17.68	552.72	<b>\$387.70</b>	24.04	756.31

Though payroll reduction, each employee shall permit the Employer to reduce his/her regular wage by 3.10% of the appropriate rate classification listed above.

The Employer agrees to sign the Fund's Participation Agreement and any other documents that may be required and such documents shall be made part of this Agreement.

The Employer agrees to continue payments on behalf of a laid off or terminated employee for the balance of the qualifying quarter in which an employee is laid off or terminated.

The Employer shall also provide employees with Workers' Compensation Insurance, Social Security, and Unemployment Insurance, as required by Federal and/or State law.

## SECTION 2 RETIREE HEALTH CARE

**The Employer agrees to contribute \$150.00 per month towards the cost of any Retiree Health Care for employees who have thirty (30) years of service with the Employer and retire into the New York State Retirement System. This coverage will terminate at age sixty five (65).**

**Once an employee begins drawing the aforementioned benefit, and then chooses to opt out, the employee may not re-enter the plan.**

## **ARTICLE 13 PENSION**

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The Employer participates in the New York State and Local Employee Retirement System, without payroll deduction to the employees who qualify under the rules of that system and shall continue the present retirement plan. Both parties agree to abide by the rules of the retirement system.

The Employer agrees to adopt the required resolution to add Section 41J to the New York State and Local Employee retirement System as soon as possible following the ratification of the 1998-2001 Agreement. This Section allows an employee to receive pension credit for unused sick leave at the time of retirement, up to a maximum of 1320 hours.

DEFERRED COMP. Further, the Employer agrees to participate in the New York State Deferred Compensation Plan for the employees in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the applicable Internal Revenue Code provisions. Such Plan will be implemented as soon as reasonably possible after execution of this Agreement.

**ARTICLE 14 VACATION**

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Vacation time for all full time highway employees shall accrue according to the following schedule.

After 1 year	48 hours
After 2 years	56 hours
After 3 years	64 hours
After 4 years	72 hours
After 5 years	80 hours
After 6 years	88 hours
After 7 years	96 hours
After 8 years	104 hours
After 9 years	112 hours
After 10 years	120 hours

Employees shall receive eight (8) or ten (10) hours pay per day of vacation, as appropriate, in addition to all other benefits provided by this Agreement. The employee shall be paid the vacation pay in the payroll check on his/her regularly scheduled pay day. However, any employee who would otherwise not be able to travel due to lack of funds on his/her vacation may request their vacation pay in advance. The Employer will make an honest effort to honor all such requests.

On or about January 1 and July 1 of each year, the Employer will post a notice with earned vacation time for each eligible employee. Employees will request time they desire for vacation at least three (3) weeks in advance of such desired vacation. No more than one employee shall be off on vacation at a time. In the event of conflicting requests, the employee with the greatest seniority shall be given preference. However, at the discretion of the Highway Superintendent, additional employees can be granted vacation time.

Commencing in 1998, employees shall have the option, on or about December 15<sup>th</sup> of each year, to request payment in cash for unused vacation time for that year, or the alternative, to carry over up to forty (40) hours of unused vacation time which must then be used by June 1<sup>st</sup> of the following year. Any unused carry over vacation time as of June 1<sup>st</sup> shall be forfeited.

**ARTICLE 15 HOLIDAY**

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The following paid holidays shall be observed by the Highway Department:

- New Year's Day
- Martin Luther King Day
- President's Day
- ½ day on Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving
- Christmas Day
- One (1) Floating Holiday

If any holiday falls on a Saturday, or is observed on a Saturday, the preceding workday shall be the paid holiday. Any holiday falling on a Sunday shall be observed on the following workday which will be the paid holiday. If any holiday falls on an unscheduled Friday, the preceding scheduled workday shall be the paid holiday.

If any of the specified holidays fall when an employee is on vacation, that day will be considered as holiday pay and not deducted from the employees unused vacation time.

Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement. This pay shall be for eight (8) or ten (10) hours, as appropriate.

Employees eligible for holiday pay who are scheduled or called into work on any of the Holidays listed above shall receive time and one-half (1 1/2x) for all hours worked. This compensation will be in addition to the holiday pay as described in the above paragraph, with a two (2) hour guarantee for both regularly scheduled work and a three (3) hour guarantee for work under the emergency provisions of this Agreement. Employees shall receive double time (2X) for all hours worked on Christmas Day. This premium pay will be in addition to the regular holiday pay as described in the above paragraph. This compensation shall be in addition to all other benefits provided for by this Agreement.

To receive holiday pay, an employee must have worked his/her last scheduled work day preceding and his/her first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives Workers' Compensation. Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay. Laid off and furloughed employees shall not be eligible for holiday pay.

**ARTICLE 16 LEAVE**

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**SECTION 1 DISCRETIONARY LEAVE**

Each employee shall be granted forty-eight (48) hours of discretionary leave annually. Each employee shall receive eight (8) or ten (10) hours pay per day, as appropriate, in addition to all other benefits provided for by this Agreement.

**SECTION 2 PERSONAL DAYS**

Employees shall receive paid personal time from the number of paid hours set forth in Section 1 of this Article.

Each employee shall give the Employer at least twenty-four (24) hours advance notice of his/her decision to take discretionary personal day(s).

**SECTION 3 SICK DAYS**

Employees shall receive paid sick hours from the number of paid hours set forth in Section 1 of this Article. After three (3) days on sick leave, and upon request by the Town Highway Superintendent, the employee shall provide the Town Highway Superintendent with a doctor's statement that the employee was unable to work



because of his/her illness. A failure on the part of the Town Highway Superintendent to make such a request does not waive that right in the future.

#### SECTION 4 ACCUMULATED SICK LEAVE

All accumulated hours of unused paid leave as of December 31, 1997 shall be rolled over into an accumulated paid sick leave plan. Those hours shall thereafter be accumulated paid sick leave. Employees shall be allowed to accumulate additional sick leave. Such hours will be generated from any unused paid leave earned elsewhere in this Agreement except that unused vacation time shall not be carried forward as sick leave, but shall be dealt with in Accordance with Article 14 of this Agreement. The total accumulation shall not exceed one thousand three hundred twenty (1320) paid sick leave hours.

Upon retirement, accumulated paid sick time may be applied to pension credit under Section 41J of the New York State Local Retirement System, up to a maximum of 165 days (1320 hours).

#### SECTION 5 SICK LEAVE

When an employee returns from an extended sick leave and the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer. This examination shall be at the Employer's expense. Should a disagreement arise between the Employer's physician and the employee's physician over the physical fitness of an employee to continue in his/her job duties, then a third physician, who shall be selected and mutually agreed upon by the two physicians, shall make the final determination. All expenses in connection with the examination by the third physician shall be borne by the Employer.

If an employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay for the period of the required absence. Prior to return to duty, such employee may be required to submit a written statement from the local health officer having jurisdiction that the employee's return to duty will not jeopardize the health of any other person.

Employees can draw from accumulated leave the difference between his/her regular weekly wage and Workers Compensation and/or disability allowance.

Employees on sick leave shall receive eight (8) or ten (10) hours pay per day, as appropriate, in addition to all other benefits provided for by this Agreement.

In those cases where the entitlement to all accumulated leave time has been exhausted, the Employer may grant applications for extended leave time without pay.

The employee shall notify the Employer of his illness by no later than one (1) hour before his/her scheduled start time.

#### SECTION 6 FUNERAL LEAVE

If there is a death in the immediate family or household of any employee, the Employer shall pay the employee eight (8) or ten (10) hours pay per day, as appropriate, in addition to all other benefits provided for by this Agreement, for each day of leave.

This leave is to enable the employee to attend the deceased's funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Compensation under this Section shall not exceed three (3) working days.

The term "immediate family" means parents, step-parents, father-in-law, mother-in-law, spouse, children, step children, brothers, sisters, sister-in-law, brother-in-law, , grandparents, the employee's spouse's grandparents, aunts, uncles, nieces, nephews and any one else in the employee's immediate household.

#### SECTION 7 MILITARY LEAVE

Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act.

The Employer shall grant leave for service in the military reserves or National Guard as required by the employee and shall continue to provide the employee with the benefits provided for by this Agreement for the duration of such leave.

#### SECTION 8 JURY DUTY AND COMPELLED APPEARANCES

Any regular employee called for jury duty, subpoenaed to appear as a witness in any court or administrative proceeding, or otherwise compelled to appear in any court or administrative proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the difference between eight hours pay at his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the employee turning his/her payment for jury or witness service over to the Town Clerk, and the employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

### **ARTICLE 17 MAINTENANCE OF STANDARDS**

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The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment 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 whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employee's, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

### **ARTICLE 18 SAVINGS AND SEPARABILITY**

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If any Article or Section of this Agreement, or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Riders thereto, or the application of such article or section to persons

or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

**ARTICLE 19                    DECLARATION OF NO STRIKE POLICY**

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In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

**ARTICLE 20                    FIREFIGHTER LANGUAGE**

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Employees who are active members of the Troupsburg Volunteer Fire Department or Ambulance Corporation who are out on call and not back in service by 2:00 a.m. will be allowed to report to work late a time period equal to the amount of time beyond 2:00 a.m. up to four (4) hours without loss of pay or benefits.

**ARTICLE 21                    SUBCONTRACTING**

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The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

**ARTICLE 22                    LEGISLATIVE ACTION**

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The Employer shall prepare, secure introduction and recommend passage by the appropriate legislation body in order to provide the benefits described in this Agreement.

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 23 DURATION, NOTIFICATION, AND REOPENING**

This Agreement shall continue in full force and effect from **JANUARY 1, 2008 through DECEMBER 31, 2010.**

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days proceeding any fiscal year for the purpose of attempting to agree upon amendments to this Agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation and/or binding arbitration.

**AGREED TO AND SIGNED this day by:**

**TEAMSTERS LOCAL 317,  
Affiliated with the  
International Brotherhood  
of Teamsters, by:**

William E. Arnault

BUSINESS AGENT

Sept 20, 2007

Date:

**TOWN TROUPSBURG, New York  
Highway Department  
by:**

Frederick L. Potter

Town Supervisor

Oct. 15, 2007

Date: