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

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Union: **United Public Service Employees Union (UPSEU)**

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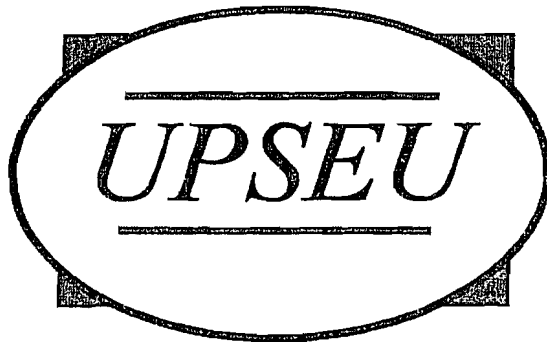
# COLLECTIVE BARGAINING AGREEMENT

*By and Between*

**TOWN OF POESTENKILL**

*Negotiations*

and the



**RECEIVED**

JUL 22 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

United Public Service Employees Union

January 1, 2007 to December 31, 2009

8

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**ARTICLE 1**  
**PARTIES TO THE AGREEMENT**

**SECTION A:**

The parties to this Agreement are the Town of Poestenkill, hereinafter referred to as the Employer or Town, and United Public Service Employees Union, hereinafter referred to as the Union or UPSEU.

**SECTION B:**

The Town of Poestenkill recognizes the Union as the sole and exclusive representative of all those Town employees determined to be in the appropriate negotiating unit for the term of this Agreement for the purposes of collective bargaining, the administration of this agreement and of all other terms and conditions of employment.

**ARTICLE 2**  
**AFFIRMATION NOT TO STRIKE**

The Union affirms that neither it nor any individual unit member has the right to strike against the Employer nor shall the Union or any unit member cause, instigate, encourage or condone a strike.

**ARTICLE 3**  
**APPROPRIATE NEGOTIATING UNIT**

The appropriate negotiating unit shall consist of all full and part-time employees of the Town of Poestenkill Highway Department that hold the titles of Laborer; Mechanical Equipment Operator Light (MEOL); Mechanical Equipment Operator Heavy (MEOH); and Working Supervisor.

**ARTICLE 4**  
**LABOR-MANAGEMENT MEETINGS**

**SECTION A:**

In the spirit of promoting harmonious labor relations, the parties agree to hold periodic Labor-Management meetings. The purpose of these meetings shall be to avoid grievances and to discuss matters of mutual concern.

Labor-Management meetings shall be held no more than once each calendar quarter, upon request of either party. Meetings may be held more often than once per calendar quarter upon mutual written agreement of the parties.

Meetings shall be held during working hours. Each party agrees to designate not more than two (2) representatives to serve on the committee, with not more than one (1) bargaining unit employee representing the Union. It is understood that the Union's Business Representative may attend Labor-Management meetings.

**SECTION B:**

Employees shall not be required to use leave credits to attend Labor-Management meetings. The parties agree that each meeting will not exceed two hours in length.

**ARTICLE 5**  
**NONDISCRIMINATION CLAUSE**

The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, age, national origin, political affiliation or disability, and that all terms of this Agreement as well as all other terms and conditions of employment shall be administered fairly and impartially by the parties.

**ARTICLE 6**  
**COLLECTION OF DUES**

**SECTION A:**

Upon the written authorization of the employee, the Employer shall deduct membership dues from the employee's weekly pay in the amounts certified by the Union. The amounts so deducted shall be forwarded to the Union at regular intervals together with the names of any employees added to or deleted from the dues deduction list in accordance with this Article.

**SECTION B:**

In accordance with state law mandating agency fee deductions, the Employer agrees to deduct from the wages of bargaining unit employees who are not members of UPSEU an amount of money equivalent to the dues levied by UPSEU. Such fees shall be forwarded to the Union in the same manner as regular dues deductions. This shall only be effective so long as agency fee deductions are mandated by law.

**SECTION C:**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**SECTION D:**

As soon as reasonably possible, and upon written authorization of the employee concerned and unless said employee subsequently rescinds such written authorization, the Employer agrees to permit monthly deductions from the employee's wage for:

- a) Insurance premiums (not more than one company) for home, automobile, accident, disability and life insurance coverage sponsored by the Union; and
- b) Credit Union (not more than one)
- c) The Union agrees to provide all necessary documentation such as authorization cards, etc.

**ARTICLE 7**  
**WAGE AND LONGEVITY**

**HOURLY RATES:**

	<b>LABORER</b>	<b>MEOL</b>	<b>MEOH</b>	<b>WORKING SUPERVISOR</b>
<b>1/1/07</b>	13.16	14.55	16.04	18.50
<b>1/1/08</b>	13.55	14.99	16.52	19.06
<b>1/1/09</b>	13.96	15.44	17.02	19.63

Employees shall receive the following longevity increments in recognition of years of service:

<b>TOWN SERVICE TIME</b>	<b>LONGEVITY RATE EFF. 1/1/07</b>
1 year	15
2 years	.25
3 years	.45
5 years	.60
7 years	.75
10 years	.90
15 years	1.15
20 years	1.40
25 years	1.60

**ARTICLE 8**  
**SENIORITY**

Except as provided below, an Employee's Seniority Date shall be their date of hire with the Town as a Highway Department employee. Part-time Highway Department employees shall accrue seniority on a pro-rated basis.

Any Town Highway Department Employee employed as such before January 1, 1996 who previously served the Town as a part-time employee in another Town department shall be credited with one-half year earned credit of total service time for each full calendar year employed in such part-time position. In addition, any full-time Town employee who serves more than fifty percent (50%) of his time as a Highway Department employee and is employed for the remainder of his time in another Town department, shall accrue seniority as a full-time Highway Department employee.

**ARTICLE 9**  
**FILLING OF VACANCIES**

**SECTION A:**

Permanent vacancies in positions in the unit shall be posted on the Union bulletin board for a period of not less than fourteen (14) calendar days prior to being filled. Such postings shall remain on the bulletin board until vacant positions are filled. Temporary employees may be employed pending the interview and appointment process.

The posting shall include the following:

- a) Job Title;
- b) Rate of Pay;
- c) Description of Duties; and
- d) Minimum qualifications for the position.

The Employer will provide the Union with the minimum qualifications for each position within sixty (60) days of the signing of this Agreement.

**SECTION B:**

Any employee within the negotiating unit may submit an application or request for appointment to such a vacancy. Employees shall have the right to submit such applications for a minimum of fourteen (14) calendar days from the date of initial posting. Such application shall be submitted in writing to the Superintendent of Highways.

In the event two employees with equal skill, qualifications and work records bid on a posted vacancy, the vacancy will be filled by the employee with the greater seniority.

**ARTICLE 10**  
**JOB SECURITY**

Each employee shall serve a one-year probationary period before being made permanent. After two (2) years of employment, employees shall be granted the identical rights afforded to competitive class employees pursuant to Section 75 of the New York State Civil Service Law.

**ARTICLE 11**  
**LAYOFF AND RECALL**

In the event the Employer finds it necessary to reduce the work force within the Highway Department, the procedures outlined in Sections 80, 81, 85 and 86 of the New York State Civil Service Law shall be used for all bargaining unit employees.

**ARTICLE 12**  
**UNION BULLETIN BOARD**

The Employer shall make available in the Town Highway Garage a bulletin board that will be for the sole use of posting Union information.



**ARTICLE 13**  
**BASIC WORK WEEK AND HOURS OF WORK**

The basic work week for employees within the bargaining unit shall be forty (40) hours, Monday through Friday. The hours of work during this period shall be 7:00 a.m. to 3:30 p.m., inclusive of a thirty (30) minute duty-free lunch.

From the first full week in May up to and including the last full week in September, the work week and hours of work shall be Monday through Friday, 6:30 a.m. to 2:30 p.m., with a paid lunch.

**ARTICLE 14**  
**OVERTIME**

**SECTION A:**

Employees who work in excess of forty (40) hours per week shall receive pay at the rate of time and one-half (1½), with the exception of the provision listed below in Section B.

**SECTION B:**

1. Employees who are required to work on a Holiday listed in Article 16 of the Agreement shall be paid at the rate of two-times their hourly rate of pay in addition to their Holiday pay. This provision shall only apply to work performed on the actual Holiday, and shall not apply to Article 16 Section A(2) below.
2. An employee who works six consecutive days in a single work week will be paid double time (2x) for all hours worked on the seventh consecutive day of that work week. The provisions of Section C, below, will not apply.

**SECTION C:**

For the purposes of overtime calculation, it is understood that leave with pay shall be included in determining the total number of hours worked in any basic work week.

**ARTICLE 15**  
**DISTRIBUTION OF OVERTIME**

Overtime shall be distributed equitably among the employees.

Overtime shall be offered to all full-time employees prior to offering any work to part-time employees.

**ARTICLE 16**  
**LEAVE WITH PAY**

**SECTION A: HOLIDAYS:**

1. Employees shall receive the following Holidays as days off with pay:

New Year's Day; President's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; the Friday following Thanksgiving;

Christmas Day; and one other day to be agreed annually by the Highway Superintendent and the Union.

2. When any such holiday falls on a Saturday, then Friday shall be the observed Holiday. When any such Holiday falls on a Sunday, then Monday shall be the observed Holiday.

#### **SECTION B: VACATION:**

Employees shall earn and use vacation leave as follows:

Not less than 1 year, but less than 2 years -	1 week
Not less than 2 years, but less than 5 years -	2 weeks
Not less than 5 years, but less than 10 years -	3 weeks
Not less than 10 years, but less than 15 years -	4 weeks
Not less than 15 years -	5 weeks

Each employee may accumulate a maximum of six (6) weeks vacation time to be used at any time as a vacation benefit or to be turned in for compensation at the employee's hourly rate at the time of separation of service from the Town. Any vacation time earned in excess of six (6) weeks must be used by July 15<sup>th</sup> of the calendar year immediately following it or it will be forfeited. An employee who leaves service prior to his Seniority Date shall receive a pro-rated cash payment for that year.

Except during any shutdown periods (i.e. the week of July 4<sup>th</sup>), all vacation requests must be pre-approved by the Highway Superintendent. Where a conflict in vacation requests exists and the Highway Superintendent determines that only a specific number of individuals may take time off, vacation requests shall be granted in order of seniority.

#### **SECTION C: SICK LEAVE:**

1. On or after the effective date of this Agreement, an employee shall earn sick leave credits at the rate of seven (7) days per year, to be credited on the first day of January each year. Anyone not employed on January 1<sup>st</sup> will receive a prorated sick leave allowance for that year.
2. Sick leave may be used in the event of illness or other physical disability of the employee or in the event of the illness or disability of a member of the employee's immediate family (parent, sibling, spouse, child or anyone who lives in the employees immediate household).
3. Once an employee has accumulated sixty (60) sick leave days, (s)he shall be entitled to an annual payment at his/her current rate of pay for any unused sick leave days in excess of sixty (60), up to a maximum of five (5) days. Such payment, if any will be determined as of December 31<sup>st</sup> of each year.

#### **SECTION D: PERSONAL LEAVE:**

1. Upon being made permanent, an employee shall receive four (4) days of personal leave per year. Probationary employees shall receive two (2) days of personal leave per year. Except in emergencies, the prior approval of the Highway Superintendent shall be required for personal leave. All requests for personal leave shall be in writing except in emergencies. Requests for personal leave shall not be unreasonably denied.
2. Personal leave shall be utilized only to attend to personal business matters that cannot be taken care of after the normal working day or on weekends. Personal leave shall not be used for such things as vacation, recreation or leisure activities (i.e. hunting, fishing, skiing, etc.).
3. Unused personal leave shall be accumulated as sick leave in accordance with Section C above.

**SECTION E: LEAVE FOR COURT AND JURY ATTENDANCE:**

On proof of the necessity of jury service or appearance as a witness pursuant to subpoena or other order of a court or body, employees shall be granted a leave of absence with pay with no charge against leave credits.

**SECTION F: MILITARY LEAVE AND OTHER LEAVES REQUIRED BY LAW:**

The Employer shall grant any leave of absence with pay as required by law.

**SECTION G: EDUCATION LEAVE:**

An employee who is required by the Employer or by law to complete a specific training course or educational program shall be granted a leave of absence with full pay for the duration of such course or program. For the obtainment of a Commercial Drivers License, employees taking the CDL test shall be permitted by the Employer to use an appropriate Town Vehicle for the taking of the road examination.

**SECTION H: BEREAVEMENT LEAVE:**

An employee shall be allowed a maximum of five (5) working days of bereavement leave in the event of a death in the immediate family. Immediate family shall be defined as the employee's parent, spouse, grandparent, child, sibling, mother-in-law, father-in-law, or any other individual permanently residing in the employee's household. Leave must be taken immediately, or closely following death.

**ARTICLE 17  
LEAVE WITHOUT PAY**

The Town Board, upon the written request of the employee or the Union, may grant a leave of absence without pay to such employee not to exceed six (6) months. Time spent on an unpaid leave shall not count toward the employee's seniority.

**ARTICLE 18  
HEALTH AND DENTAL INSURANCE**

The Employer shall pay the full premium or cost for the individual employee and dependents for all health insurance benefits in force and effect as of the signing of this Agreement. The Employer shall not change the the CDPHP EPO \$20 Plan or reduce benefit levels without prior negotiations and agreement with the Union.

The Town will reimburse employees in full for in-hospital co-pays and the prescription drug deductible. The Town will make such drug deductible payment when the employee reaches the \$250 deductible limit, or at the end of the year, whichever comes first. Employees wishing to receive reimbursement will be required to present to the Town a bill or receipt.

**ARTICLE 19  
RETIREMENT**

The Employer shall continue to participate in the present retirement plan offered to Town employees through the New York State and Local Retirement System.

**ARTICLE 20**  
**DISABILITY**

The Employer shall continue to offer employees disability benefits in accordance with Section 204 of the New York State Workers' Compensation Law. In addition, the Town shall pay the wages of an employee on disability during the seven (7) day waiting period in accordance with the following schedule:

<b><u>Employee Service Time</u></b>	<b><u>Coverage By Town</u></b>
Less than four (4) weeks.	None
Not less than four (4) weeks, but less than one (1) year.	6 <sup>th</sup> and 7 <sup>th</sup> days
Not less than one (1) year but less than seven (7) years.	2 <sup>nd</sup> through 7 <sup>th</sup> day
Seven or more years.	First seven (7) days.

**ARTICLE 21**  
**PERSONNEL FILE**

The Employer shall maintain a single personnel file on each employee. No material pertaining to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee will have the opportunity to review, sign and obtain a copy of such material. The employee's signature on such a document shall not indicate agreement with its content. Rather, it shall merely indicate an acknowledgment of review and receipt. The absence of a document from the personnel file, which was in fact received by the employee, will remain usable in the future.

**ARTICLE 22**  
**CALL IN PAY**

1. Employees who are called in and report to work before or after their regular work day shall be guaranteed a minimum of four (4) hours of overtime work to be compensated as provided for in this Agreement.
2. Where such work runs into the beginning or is an extension of the employees' regular work day, they shall only be paid for actual hours worked. For example, an employee called in to work at 5:00 a.m. or required to work until 5:30 p.m. would only be paid for two (2) additional hours, the actual time worked. However, an employee called in from 3:00 a.m. to 5:00 a.m. or 9:00 p.m. to 11:00 p.m. would be paid for four (4) hours of work.

**ARTICLE 23**  
**UNIFORM SERVICE AND CLOTHING ALLOWANCE**

The Employer shall continue to provide the fully-paid uniform service in effect at the signing of this Agreement.

Employees who do not wish to participate in the uniform service shall have the option of receiving an annual clothing allowance of \$175.00, which shall be disbursed to the employee on the first pay day in December.

**ARTICLE 24**  
**PROTECTIVE SHOE REIMBURSEMENT**

Each employee shall receive an annual protective shoe reimbursement of up to \$200.00 per year, which shall be disbursed to employees each year upon proof of such purchase.

**ARTICLE 25**  
**UNION WORK SITE VISITS**

Representatives of the Union shall have the right to visit employees during regular working hours, so long as such visits are reasonable in time and frequency, that they do not interfere with the employee's duties and responsibilities, and provided that the Union representative has given prior notice to the Highway Superintendent.

**ARTICLE 26**  
**UNION LEAVE**

One employee representative of the Union shall be eligible for two (2) days per year of leave annually for the purpose of attending training seminars, conferences or any other Union related business. Such leave shall be subject to the prior notice and approval of the highway Superintendent. Such approval shall not be unreasonably denied.

**ARTICLE 27**  
**GRIEVANCE PROCEDURE**

**A. DECLARATION OF PRINCIPLES**

Every bargaining unit member shall have the right to present his/her grievance in accordance with the procedure provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages of the grievance procedure.

**B. DEFINITIONS**

Grievance: Any claimed violation or misinterpretation of the terms of this Agreement.

Days: Shall mean calendar days.

Grievant or Aggrieved: Shall mean any current member of the bargaining unit who believes that the terms of this Agreement have been violated or misinterpreted in regard to his/her employment.

**C. GENERAL PROVISIONS**

Failure of an employee to meet any of the time restrictions of this procedure shall result in the grievance being null and void.

If the Employer does not comply with the time requirements, the grievance shall automatically proceed to the next step.

Time limits for presentation and resolution of grievances may be extended by mutual agreement of the parties in writing.

Stage 1 of the grievance procedure shall be conducted during the grievant's regular working hours, unless otherwise mutually agreed.

The Employer shall give at least three (3) days notice as to dates for any hearings or meetings.

Representation at any stage of the procedure shall be limited to the aggrieved and/or Union representatives.

**D. CLASS ACTION GRIEVANCE**

When two or more current employees are affected by an alleged grievance, the Union shall have the right to file such grievance directly with the Town Board at Stage 2 of the grievance procedure.

**E. STAGES**

**STAGE 1: HIGHWAY SUPERINTENDENT**

A grievance must be presented to the Highway Superintendent in writing within twenty (20) days after the date of the occurrence of the event upon which the grievance is based. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.

Upon request of the aggrieved, the Highway Superintendent shall hold a meeting to discuss the grievance. Such meeting shall be held within five (5) days of the request. The Highway Superintendent shall take whatever investigative action (s)he deems appropriate. The grievant(s) may be represented by a Union representative, but must personally attend this meeting.

Within ten (10) days after the presentation of the grievance, the Highway Superintendent shall render a written decision regarding the grievance.

If the Highway Superintendent decides (s)he has no authority to decide the grievance, (s)he may direct the grievant to proceed to Stage 2 of the Grievance Procedure.

**STAGE 2: TOWN BOARD**

If the grievant is not satisfied with the decision at Stage 1, or if no decision is rendered within the required time period, the grievance may be presented in writing to the Town Board, along with a copy of the Highway Superintendent's decision, if any. The grievance shall contain a statement of the specific nature of the grievance and the facts relating to it.

The grievance must be presented within ten (10) days of receipt of the written decision rendered at Stage 1, or within ten (10) days from when the written decision at Stage 1 should have been rendered, whichever is sooner.

Within twenty (20) days, the Town Board, or a committee thereof, will meet with the grievant and his/her representative to discuss the grievance. The grievant(s) must personally attend this meeting.

Within ten (10) days after the next regularly scheduled Town Board meeting, the Town Board shall render a written decision regarding the grievance.

### **STAGE 3: ARBITRATION**

If the aggrieved is not satisfied with the decision at Stage 2, the Union may submit the grievance to arbitration using the PERB procedure.

An appeal to arbitration may be made by the Union within twenty (20) days of the Stage 2 decision.

The parties shall adhere to PERB rules governing the selection of arbitrators.

The arbitrator shall have no power to add to, subtract from or modify the provisions of the Agreement. Formal rules of evidence shall not be required.

The decision and award of the arbitrator shall be final and binding on the parties.

The cost for the arbitrator shall be borne equally by the Union and the Employer.

### **ARTICLE 28** **SEPARABILITY**

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

### **ARTICLE 29** **TAYLOR LAW NOTICE**

IN ACCORDANCE WITH SECTION 204-E OF THE CIVIL SERVICE LAW, 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

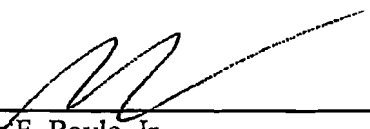
**ARTICLE 30**  
**DURATION OF THIS AGREEMENT**

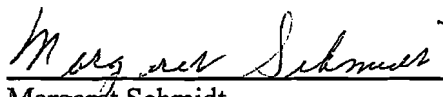
This Agreement shall be effective January 1, 2007, and shall remain in full force and effect to and including December 31, 2009.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties the day and year first above written.

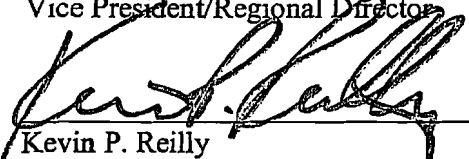
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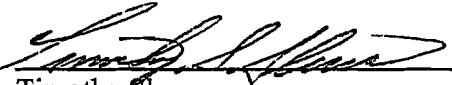
**TOWN OF POESTENKILL**

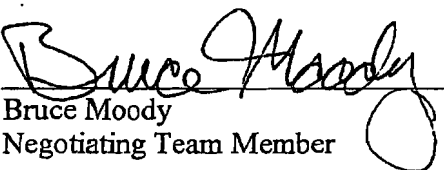
  
\_\_\_\_\_  
Kevin E. Boyle, Jr.  
President

  
\_\_\_\_\_  
Margaret Schmidt  
Poestenkill Town Supervisor

  
\_\_\_\_\_  
Gary M. Hickey  
Vice President/Regional Director

 10/31/06  
\_\_\_\_\_  
Kevin P. Reilly  
Regional Coordinator/Negotiator

  
\_\_\_\_\_  
Timothy Sluus  
Negotiating Team Member

  
\_\_\_\_\_  
Bruce Moody  
Negotiating Team Member

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Collective Bargaining Agreement between the Town of Poestenkill and The UPSEU

Effective from January 1, 2007 through December 31, 2009

Article 13 Basic Work Week and Hours of Work

Addendum to reflect the hours fo work agreed to between the Highway Department employees and the Highway Superintendent.

The basic work week is 40 hours Monday through Friday inclusive. Beginning in the first full week of May through the last full week of September in each year the daily regular hours shall be 6:30am to 2:30pm. Beginning after the last full week in September until but not including the first full week in May the daily regular hours shall be 7:00am to 3:00pm. Employees shall have a paid lunch break to be taken at whatever time is most appropriate given the work schedule.

*Ken P. Kelly*  
UPSEU 11/27/06

*Toby Chadwick*  
11-27-06