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AGREEMENT

BETWEEN

TOWN OF AMITY

AND

**INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 832S, AFL-CIO**

JULY 1, 2005

TO

DECEMBER 31, 2007

RECEIVED

OCT 10 2006

NYS PUBLIC EMPLOYMENT

Temp.

AGREEMENT

This agreement is made and entered into this 6 day of September, 2005, by and between **Town of Amity**, hereinafter referred to as the "Employer" or "Town," and **Local 832S International Union of Operating Engineers, AFL-CIO**, hereinafter referred to as the "Union."

WITNESSETH

WHEREAS, the Town of Amity and the Union, as parties to this agreement, are desirous of entering into written contracts with respect to salaries, wages and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the agreement,

NOW THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – PREAMBLE

The Town and the Union declare it to be their mutual policy that in order to promote harmonious labor relations between the Town and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employee's Fair Employment Act and that no Article or Section in this contract is to be construed to be in any violation of New York State Civil Service Law. Both parties to this agreement furthermore affirm that public employment is to be regarded as a public trust and seek to employ personnel of the highest caliber in the Town of Amity.

ARTICLE II – RECOGNITION

SECTION 1. The Town of Amity recognizes the Union as the sole and exclusive bargaining representative for all Town Department of Highway workers, excepting the Highway Superintendent, for the purpose of collective bargaining and processing of grievances for the maximum period defined in the agreement.

SECTION 2. The Union shall indemnify and save the Employer harmless from any and all manner of claims, demands, suits, actions or other forms of liability, which may arise against the Employer out of or by reason of the deductions provided for hereunder, the payment of the same to the Union, or any other action taken by the Employer, including any liability relating to previously signed cards which vary from the PAYROLL DEDUCTION AUTHORITY (MEMBERSHIP APPLICATION) form, or its substantial

equivalent, previously agreed to between the Employer and the Union.

SECTION 3. The Town shall deduct from the wages of employees and remit to the Union, regular membership dues for those employees who sign authorizations permitting such payroll deductions.

Effective upon execution of the agreement, the Town shall deduct from the wages of each employee who is not a member of the Union, an Agency Shop Fee equivalent to the regular dues levied by the Union in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law and to remit such Agency Shop Fees in accordance with Section 3, paragraph 1 of this article.

SECTION 4. The job classifications of Heavy Motor Equipment Operator, Motor Equipment Operator and Laborer (as described in the job description for Heavy Motor Equipment Operator, Motor Equipment Operator and Laborer on file with the New York State Civil Service) will be filled by job classification unit members except as such work may also be performed by the Deputy Highway Superintendent and/or temporary, seasonal or other titles who may be employed from time to time, but not to the extent that it would reduce the size of the workforce.

The Town reserves the right to contract out work because of lack of skilled personnel or equipment, budgetary constraints or in the case of emergencies, but not to the extent that it would reduce the size of the workforce.

SECTION 5. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the fifteenth (15) day of the month in which he is no longer a member of the bargaining unit, or serves notice terminating his check-off authorization. The Union will be notified by the Town of the names of such employees following the end of each month in which the termination took place.

SECTION 6. (1) Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or the Employer, and (2) An employee may bring matters of personal concern to the attention of the appropriate Employer representative or official in accordance with applicable laws and rules.

ARTICLE III – MANAGEMENT RIGHTS

Except as expressly limited by specific provision of this agreement, all of the authority, rights and responsibilities already possessed by the Town are retained by it, including but not limited to the right to determine the nature, mix, extent of services and raw materials to be contracted for and/or purchased by the Town; to determine the purposes, objectives and policies of the Town; to determine the number and location of its facilities and the manner, methods, means, number and qualifications of personnel for the conduct of the Town's business, to change existing or introduce new equipment, operations, methods,

processes, or facilities; to hire, retain, promote, assign and reassign work within a classification; to determine when and to what extent the work required in operating its business and supplying its services to be performed by employees governed by the agreement; to direct, deploy and utilize the work force (assign employees to work in other departments from the department they are normally assigned to by job title); to layoff and recall; and to terminate, discipline or demote employees for just cause.

ARTICLE IV – HOURS OF WORK AND OVERTIME

SECTION 1.

Eight (8) consecutive hours of work shall constitute a day's or night's work, and five (5) days or nights shall constitute a week's work, for all members of the Collective Bargaining Unit. Any time worked over forty (40) hours per week, including vacation, holiday and jury duty time) shall be considered time worked when computing overtime. Overtime is to be paid for at a rate of time and one-half. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Schedules will not be changed for the purpose of avoiding overtime.

SECTION 2.

A) Employees shall have a fifteen (15) minute rest period at a convenient point midway between their starting time and their thirty (30) minute unpaid lunch break, and another fifteen (15) minute rest period between the end of the lunch break and the end of the working day.

B) Employees shall be granted a fifteen (15) minutes rest period when working four hours or more of overtime and if the time goes beyond six (6) hours of overtime, they will be given a ten (10) minute clean up period followed by a thirty (30) minute unpaid meal break.

SECTION 3.

- 1) Overtime shall be balanced among employees in each classification by the Town Highway Superintendent as fairly as practicable when situations or skill levels allow.
- 2) Full time employees shall have the first right of refusal for all work and overtime.
- 3) If all employees refuse overtime, the Town Highway Superintendent or his designee may assign an employee with overtime.
- 4) The Deputy Superintendent will not be required to balance overtime accrued while

performing duties associated with the deputy position.

5) Probationary employees shall not work overtime during their first ninety (90) days of employment, unless all other eligible employees refuse, or in an emergency situation.

6) If an employee refuses overtime or is otherwise unavailable, they will be charged as if they had worked.

SECTION 4.

All hours worked on Sunday shall be paid at a rate of time and one-half (1 ½) the employee's regular hourly rate.

SECTION 5.

An employee called back to work after he or she has left the premises shall receive a minimum of three (3) hours pay at time and one half (1 ½).

ARTICLE V – PROBATIONARY EMPLOYEES

SECTION 1.

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, or for a period of time determined by the Town, during which period he/she may be discharged without further recourse to any grievance procedures, or as provided for in ARTICLE VIII – DISCIPLINE.

ARTICLE VI – SENIORITY

SECTION 1.

The term regular employee as used in this agreement shall be defined as any employee who has completed his/her probationary period as defined in SECTION 1 OF ARTICLE V.

SECTION 2.

Employees do not have any seniority rights until after the employee has worked for the Town for one (1) year. When more than one (1) employee is hired and attains regular status the same day, they shall be added to the seniority list on the basis of education and

qualifications.

SECTION 3.

The Town shall furnish the Union with a seniority list of all unit members, and a copy shall be posted on the bulletin board.

SECTION 4.

In all questions of shift assignment and vacation preference, seniority shall govern on condition that the employee is capable of performing the work.

SECTION 5.

An employee shall forfeit all seniority rights in the event he/she: resigns, is discharged for just cause; is absent for three (3) consecutive working days without a justifiable reason or without the permission of the Town; refuses or does not respond to a notice of recall from layoff, or is laid off for more than twelve (12) consecutive months.

ARTICLE VII – WAGES

Current employees filling the job classifications will receive the following hourly rate effective:

	<u>7/1/2005</u>	<u>1/1/2006</u>	<u>1/1/2007</u>
Heavy Motor Equipment Operator (HMEO)	\$15.31	\$15.69	\$16.09
Motor Equipment Operator	15.31	15.69	16.09
Laborer	15.31	15.69	16.09

All newly hired employees will receive seventy-five (75) percent of the appropriate wage rate for a period of twelve (12) months, and one hundred (100) percent of the wage rate starting in the second year of employment.

An employee assigned to the position of Deputy Highway Superintendent will receive a stipend of \$82.40 per pay period.

ARTICLE VIII – DISCIPLINE

All non-probationary employees who are members of the Collective Bargaining Unit shall be subject to the New York State Civil Service Law, Section 75. An employee shall not be disciplined, suspended or discharged except for just cause. Any employee in the Collective Bargaining Unit who is to be disciplined shall be granted the right to be

accompanied by a Union representative at the time such discipline is imposed. The Employer will provide the Union with copies of written disciplinary notices within five (5) working days of the date of imposition of a penalty.

ARTICLE IX – GRIEVANCE PROCEDURE

A grievance is defined as a difference between the Employer and the Union arising out of the interpretation or application of terms of this agreement. In the event an employee, the Union or the Employer has a grievance claiming a violation of the agreement, it shall be submitted in writing and settled expeditiously in accordance with the following procedures:

STEP 1. The aggrieved party and/ or the Union officer or steward shall notify the aggrieved employee's next in chain of command within five (5) days from the date on which the cause of the complaint occurred or from the date the employee had reason to know of its occurrence. The Town Supervisor shall arrange to meet with the employee and his steward promptly to discuss the grievance. The Supervisor will provide an answer to the employee within ten (10) working days following the STEP 1 meeting.

STEP 2. If the grievance is not resolved at STEP 1, the grievance will be presented in writing to the Union Business Agent and the Town Supervisor, or his/her designee, who shall meet in an effort to resolve the grievance. The grievance shall be dated and signed by the grievant or steward and shall set forth the nature of the grievance, including the contract provisions allegedly violated, facts and pertinent dates, and remedies desired. The Town Supervisor, or his designee, will arrange for and will meet with the grievant and steward within ten (10) working days following receipt of the written grievance.

STEP 3. If the grievance is not resolved at STEP 2, the grievance shall advance to arbitration, as follows:

A) The parties shall petition the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators to be sent both to the Employer and the Union. Upon receipt of the FMCS list, the two (2) parties shall select an arbitrator. The selected arbitrator shall have no authority to alter, modify or amend any terms of this agreement.

B) The arbitrator's decision shall be final and binding on both parties and the affected employee(s), subject to applicable status. Charges submitted by the arbitrator shall be borne equally by the Employer and the Union.

C) Time is of the essence with respect to the filing and processing of grievances.

In the event that a decision at any step is not advanced to the next step of the procedure within the time limits specified, the grievance will be deemed to be discontinued and further appeal shall be barred, unless extenuating circumstances arise which may facilitate extending the time limits. The time within which an appeal may be filed to a

higher step of this procedure shall be measured from the date of receipt of the answer to the previous step.

ARTICLE X- BENEFITS

SECTION 1. PERSONAL DAYS – Employees in the Bargaining Unit shall receive five (5) personal days per year; personal days may be taken in increments of one (1) hour to forty (40) hours.

SECTION 2. BEREAVEMENT – An employee covered under this agreement shall be granted up to a maximum of five (5) working days per year. Employees may use vacation, floating holidays and personal days for additional time off if needed.

SECTION 3. JURY DUTY – To meet an obligation as a citizen by serving on juries, an employee will be granted time off with pay for jury duty. The Town will deduct the Court stipend, if any, from the employee's pay.

SECTION 4. SICK DAYS – Upon each full calendar month of employment worked, employees will be entitled to eight (8) paid sick hours per month, to accumulate to a maximum of 960 hours. Use of accumulated sick time is limited to a maximum of 960 hours, to be available for use in the event of a prolonged illness. After an employee reaches the cap of 960 hours, then the employee will be eligible to buy back any excess, but said excess will be bought back on an annual basis only, at the employee's current hourly base rate.

Any absence due to sickness of three (3) or more consecutive days will permit the Employer to request a Physician's certificate. An employee's failure to provide a requested certificate may result in loss of sick pay. If a pattern of absence is exhibited by an employee, the Highway Superintendent may request that a Physician's certificate be presented after a one day absence if previously notified. This includes the first day of the absence.

During any legitimate period of sick leave, the Employer shall continue to provide the current New York State Disability Benefits, or its equivalent, at its option.

SECTION 5. HOLIDAYS – Employees in the bargaining unit shall receive eight (8) hours at the base hourly rate for each of the following holidays:

- | | |
|------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | Veterans Day |
| Presidents Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | Floating holiday |

Employees must work their scheduled day before and after a holiday in order to receive holiday pay, unless there are extenuating circumstances, as determined by the Town Highway Superintendent.

SECTION 6. VACATION – Vacation time shall be granted after one full year of employment at the rate of forty (40) hours. For every year completed, thereafter one additional working day shall be granted. Vacation time shall accrue up to a maximum of 160 hours per year.

Vacation time shall not be carried forward to the next year except when granted by the superintendent and/or the supervisor up to a maximum of forty (40) hours. This time carried forward must be used within the first six (6) months of the next year.

Vacation time shall be granted only upon approval of the Town Highway Superintendent and/or the Town Supervisor. Granting of vacation time shall be based upon seniority. No more than eighty (80) working hours may be taken off at a time except by authorization of the Town Superintendent.

Should an observed holiday fall within a granted vacation time period, the day shall be charged as a holiday and not vacation time.

Employees must use vacation time in the year earned, as vacation credits will not be permitted to carry over, notwithstanding any additional grant by the Town Highway Superintendent and/or the Town Supervisor. As a result, reasonable requests by employees for vacation time shall not be unreasonably denied.

SECTION 7. HEALTH AND WELFARE – the Employer agrees to pay 100% (current coverage) of the cost of medical insurance for all employees in the bargaining unit.

The Town reserves the right to change insurance carriers or to become self-insured if it deems necessary. However, the Town agrees to provide at least equal benefits to the coverage contained in the current provider contract. Equal benefits shall be construed to mean acceptability of coverage in the medical community.

The Town agrees to consult with the Union in respect to any proposed change in the health insurance coverage. If the Union does not agree that the proposed change of insurance carriers provides at least equal benefits, the parties shall enter into negotiations with respect to the equal benefits proviso in an attempt to resolve the controversy.

Employees who decline health insurance shall receive six hundred and no/100 dollars (\$600.00) per quarter in lieu of health insurance coverage. An employee must elect to receive health insurance by October 1 of each year for the following year, and notify the

Employer of such election.

SECTION 8. PENSIONS – The Employer shall provide the New York State Retirement plan known as Section 75-I of the New York State and Local Employees Retirement System.

SECTION 9. UNIFORM ALLOWANCE – The Employer will pay up to one hundred and no/100 dollars (\$100.00) annually for the purchase of rain boots, special safety equipment and gear per employee. Employees in the bargaining unit shall receive an allowance of up to ten and no/100 dollars (\$10.00) per employee per week paid to a single vendor for cleaned uniforms. Additionally, the Employer will provide two (2) general duty coveralls during the term of this agreement.

SECTION 10. LOCKER SPACE – The Employer will be required to supply locker space for personal equipment. Said locker space shall be subject to inspection.

ARTICLE XI – SAVING CLAUSE

If any ARTICLE or SECTION of this agreement shall be held invalid by operation of law or by any determinant of competent jurisdiction, the balance of this agreement shall continue in full force and effect.

ARTICLE XII – GENERAL PROVISIONS

SECTION 1. The Town will supply a break room at the town garage. The break room is to be maintained for the use of the employees.

SECTION 2. The Town will supply copies of the time and reimbursement statements every month.

SECTION 3. If an employee is serving as an active volunteer Fireman or Rescue Squad member with the Town of Amity, he will be allowed paid time off for up to 12 hours per year for emergency calls, with the approval of the Highway Superintendent.

ARTICLE XIII – NON DISCRIMINATION

In the application of this agreement and in accordance with applicable Federal and State Laws, there shall be no discrimination by the Employer against any employee because of

race, color, national origin, sex, age, veteran, disability or handicap status.

ARTICLE XIV – COMPLETE AGREEMENT

Notwithstanding any local law or other laws that previously were in effect to the contrary, this agreement constitutes the complete and entire agreement and supersedes all prior practices and agreements, whether written or oral, between the parties. No verbal statement or other amendments, except as mutually agreed upon between the parties and in writing annexed hereto designated as an amendment to the agreement, shall supersede or vary the provisions herein.

ARTICLE XV – NO STRIKE PLEDGE

Pursuant to Section 207 (3) (b) of Article 14 of the New York State Civil Service Law, the Union affirms that it does not assert the right to strike against any government, to assist or participate in any such strike, or impose an obligation to conduct, assist or participate in such a strike.

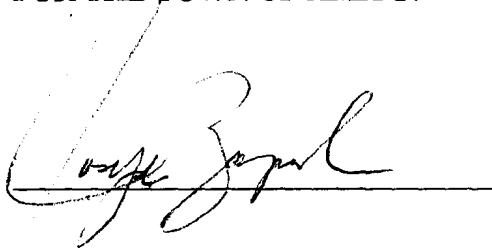
ARTICLE XVI – TERM OF AGREEMENT

This agreement shall be effective when the Town Board approves the agreement and the Collective Bargaining Unit so ratifies it, and it shall continue in effect until December 31, 2007. It shall remain in effect from year to year thereafter. If either party desires to amend this agreement after December 31, 2007, said party shall give written notice to the other party no more than one hundred twenty (120) days prior to the end of the year.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the

6 day of SEPTEMBER, 2005.

FOR THE TOWN OF AMITY:



FOR THE INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 832S,
AFL-CIO:

