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#### Contract Database Metadata Elements

Title: **Alexandria, Town of and International Brotherhood of Teamsters (IBT), Local 687 (2007)**

Employer Name: **Alexandria, Town of**

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

Local: **687**

Effective Date: **01/01/07**

Expiration Date: **12/31/09**

PERB ID Number: **7856**

Unit Size: **10**

Number of Pages: **21**

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ORIGINAL

ARTICLES OF AGREEMENT

By and Between

TEAMSTERS LOCAL 687

14 Elm Street  
Potsdam, New York 13676

and

TOWN OF ALEXANDRIA

County of Jefferson  
46372 CR 1  
Alexandria Bay, New York 13607

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 19 2009

**ADMINISTRATION**

Effective: January 1, 2007

Expiration: December 31, 2009

**THIS AGREEMENT** entered into this 17 day of 10, 2006, by and between the **TOWN OF ALEXANDRIA** in Jefferson County (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL 687**, affiliated with the International Brotherhood (hereinafter referred to as the "Union"), in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employee to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is

**AGREED** that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the 1st day of January, 2007, and running through the 31st day of December, 2009, inclusive, for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

**ARTICLE 1: RECOGNITION AND SCOPE**

The Employer recognizes the Union as the exclusive representative of its Town Highway Department in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees as hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of the election, said unit being agreed upon to be described as follows:

"Highway Department employees consisting of: truck drivers, equipment operators, heavy equipment operators, mechanics, and laborers. Specifically excluded are all office clerical employees, guards, supervisors, and any seasonal or part-time employees."

The Employer expressly reserves the right to hire part-time or seasonal laborers in the Highway Department as well as having contract hires for any jobs which the seniority employees are not qualified.

## **ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE**

If any Article of this Agreement, or any Riders 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, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

## **ARTICLE 3: UNION SECURITY**

3.1 The Union agrees to represent those employees in the bargaining unit who elect to be members of the Union, and also to represent those employees who elect not to join the Union. The Union members shall pay dues and in the event that a union member signs a dues authorization card, the Employer will deduct from the individual's wages the amount of the dues. The Employer shall forward to the Union on a monthly basis those dues collected. An employee within the bargaining unit who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union or be required to pay any other Union fees. The amount of monthly dues is considered by the parties to be the fair share of each employee's obligation for the Union's representation. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made. (The payment of dues by a non-union member shall not be construed by the parties hereto as any indication that person or individual is a member of the Union, absent any union card

3.2 An employee within the probationary period, part-time or seasonal, as defined in Article 7, may be discharged or disciplined in the sole discretion of the Employer, without recourse to the grievance or arbitration procedure, up to the time said employee has been placed on the security list.

**ARTICLE 4: INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, observing working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule by the Union's request. All such visitation shall be upon reasonable verbal notice to the Highway Superintendent.

**ARTICLE 5: MANAGEMENT RIGHTS**

The right to hire, promote, discharge, layoff, or discipline for competency or cause and to maintain discipline and efficiency of employee is sole responsibility of management. In addition, management reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safety, orderly and efficient operation of its services to the public. In addition, the schedule of operations, method, processes and means of operating are recognized by the Union as being the sole and exclusive responsibility of the management.

**ARTICLE 6: BULLETIN BOARDS**

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union at such location and of such size as determined by the Employer.

**ARTICLE 7: SENIORITY**

The principles of seniority shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee.

After working 120 consecutive calendar days, an employee hired as a full-time employee shall be placed on the seniority list as of his first day of employment.

The Employer shall furnish the Union a seniority list, upon the request of the Union, not more often than once every calendar year.

When the Employer deems it appropriate to lay off any employee, including probationary, seasonal, temporary, part-time, or contract hire, such employee may be laid off without notice to the Union. Any employee on the seniority list shall be laid off in accordance with the seniority provisions hereinafter set forth in Article 19.

If an employee is hired as a part-time or seasonal employee and is offered and accepts employment on a full-time basis by the Employer, the Employer shall count as the probationary period the time of his employment and any of the following statuses: Part-time temporary, or seasonal, and shall place him on the seniority list when the 120 days has been completed from the earliest date he began employment with the Employer.

#### **ARTICLE 8:      JOB STEWARDS**

The Employer recognizes the right of the Union to designate a Shop Steward and the Union shall notify the Employer of the designation in writing.

The authority of Stewards 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 in accordance with the provisions of this Agreement.

b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information

1) have been reduced to writing or

2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

The Employer recognizes these limitations upon the authority of Job Stewards.

The Steward shall not be laid off or discharged without notifying the Union business agent in writing.

**ARTICLE 9: GRIEVANCE PROCEDURE**

9.1 A grievance shall be the matter involving the interpretation or application of this contract and shall be subject to the following procedure:

Step 1:

A grievance shall first be raised orally by the Employee with or without Union representation, to the Town of Alexandria Highway Superintendent. A review of the grievance shall be held and a reply given twelve (12) work days from the time of its initial presentation.

Step 2:

Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employees or his/her Union representative, and submitted to the Town of Alexandria Highway Superintendent, within twelve (12) working days following the receipt of the written grievance. The Employer shall reply in writing to the aggrieved employee and Union representative.

Step 3:

If the grievance is not resolved in Step 2, the grievance may be appealed to the Town Board of the Town of Alexandria at their next scheduled board meeting. A written reply shall be mailed or delivered by the twelfth (12) work day following the review of the grievance.

Step 4:

ARBITRATION: If any grievance or dispute cannot be satisfactorily settled in Step 3, then the grievance shall be submitted by either party to the New York State Board of Mediation and an arbitrator shall be selected by the parties from the panel. The arbitrator shall hear the case, the parties shall have the right to have a transcript made of the hearing. The cost of the transcript shall be borne by the parties. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision.

9.2 If it is mutually agreed by the parties of this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

9.3 Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change, or alter any terms of this Agreement. In the event that he does, such decision shall not be binding upon either party.

#### **ARTICLE 10: DISCIPLINARY ACTION**

The Employer may discipline or discharge an employee for just cause.

Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

#### **ARTICLE 11: LEAVE OF ABSENCE**

Leaves of absence from the bargaining unit may be granted at the discretion of the Employer for not more than thirty (30) days and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the



Employer, and the granting of such leaves of absence must be in writing.

**ARTICLE 12: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS**

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

In the event of an impasse, the parties recognize and agree to abide by the provisions of Section 209 of the Civil Service Law of the State of New York, which sets forth the resolution of disputes. However, the parties do further agree that they will waive their rights to Sub-section 3(e) and shall further agree in place thereof to abide by the provisions of Sub-section 4(c) in the event that a mediator is unable to effect a settlement. The parties shall select a panel in accordance with the provisions set forth in Section 209 (4) (c) (ii) and shall proceed to resolve the dispute in accordance with the provisions outlined in Section 209 (4) (c) (iii) through (vii), inclusive.

In the event there is any submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties hereto.

**ARTICLE 13: HOLIDAYS**

Employees shall be paid as hereinafter provided, for New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas and two (2) floating holiday, provided they meet all of the following eligibility rules:

a) The employee must have worked his last two scheduled work days and his first two scheduled work days succeeding the holiday in order to be eligible for the holiday. In the event that the employee is on a leave of absence due to an industrial accident for which the employee receives worker's compensation, he shall not be compensated by the Employer for the holiday, but shall

accept his benefit under the worker's compensation law as full and adequate compensation for the holiday.

b) Employees who have been scheduled to work and do not report for work on the holiday are not eligible for holiday pay.

c) Laid off and furloughed employees shall not be eligible for holiday pay.

Employees on the seniority list shall receive eight (8) hours pay for each holiday specified not worked at the regular straight time hourly wage rate.

Employees eligible for holiday pay who work on the holiday shall receive in addition to holiday pay, time and one-half for the hours actually worked.

When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday or have an additional day of vacation.

In applying the holiday pay procedure, when any of the above specified holidays fall on Sunday and the day following is observed as the holiday by the Federal Government, such day shall be considered as the holiday for the purpose of this section.

Floating holidays will be requested ten (10) days in advance and shall be granted with approval by the Highway Superintendent in order to maintain an adequate work force.

#### **ARTICLE 14: VACATIONS**

All employees on the seniority list who shall have been in the employment of the Employer for a period of one (1) year from the date that he has been placed on the seniority list shall receive one week's vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of two (2) years or more shall receive two (2) weeks' vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of ten (10) years or more shall receive three (3) weeks vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of sixteen (16) years shall receive three (3) weeks' and one (1) day vacation with pay at the regular rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of seventeen (17) years shall receive three (3) weeks' and two (2) days vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of eighteen (18) years shall receive three (3) weeks' and three (3) days vacation with pay at the regular rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of nineteen (19) years shall receive three (3) weeks' and four (4) days vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty (20) years or more shall receive four (4) weeks' vacation with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty-five (25) years or more shall receive four (4) weeks' and 1 day with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty-six (26) years or more shall receive four (4) weeks' and 2 days with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty-seven (27) years or more shall receive four (4) weeks' and 3 days with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty-eight (28) years or more shall receive four (4) weeks' and 4 days with pay at the regular weekly rate of forty (40) hours.

All employees on the seniority list who have been in the employment for a period of twenty-nine (29) years or more shall receive five (5) weeks' with pay at the regular weekly rate of forty (40) hours.

Vacation time shall be taken between April 1st and December 1st, however vacations may be taken between December 1st and April 1st with the permission of the Highway Superintendent. A vacation calendar will be furnished by the Employer and shall be completed by the employees prior to March 15th of the year in which vacations are to be taken. Vacations shall be selected on the basis of seniority. An employee may request a change in his vacation schedule so long as such change does not interfere with the Employer's operations, and, if both of the conditions set forth above are met, and the change is mutually agreed upon by all parties, such vacation change will be permitted. In the event such vacation change is requested, it must be made more than one week before the original vacation would have been effective. No more than one man may be on vacation at any one time. Two men may be on vacation at any one time due to exceptional circumstances and upon the Highway Superintendent's approval. Such request must be made more than one week before the vacation period.

There shall be no carry over of vacation benefits, nor any accrual of any vacation benefits. If the employees are on sick leave

during the year, they shall be permitted to be paid for their vacation accumulated up to the time they went on sick leave. If they wish to retain the vacation, it shall be frozen as of the date of their sick leave. They shall not under any circumstances accrue vacation time nor be entitled to holiday benefits during the period of time when they are absent from their employment by reason of sick leave, industrial accident, or leave of absence.

**ARTICLE 15: COMPENSATORY TIME**

The Town agrees to allow each employee of the Town Highway Department to save up to forty (40) hours of overtime each year of the contract in lieu of pay. It will be credited as time and one half for each hour of overtime. (For example: 40 hours of overtime is 60 hours of straight time off).

Each employee will have to use their compensatory time in the same year that it was earned. The employees will have to give the highway superintendent one week notice of their desire to take compensatory time off.

Each employee will be required to notify the superintendent of their intention to save their compensatory time each week. Once they have chosen to save their overtime for compensatory time, it can not be changed. In case of death, compensatory time will be paid to their beneficiary.

**ARTICLE 16: NON-DISCRIMINATION CLAUSE**

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 or age (between the years of 40 to 70) marital status, Vietnam era and/or disabled Veterans or handicapped persons, nor will 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, or age (between the years of 40 and 70), marital status, Vietnam era and/or disabled veterans or handicapped persons or persons covered by the American Disabilities Act.

The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

**ARTICLE 17: SICK LEAVE**

Employees shall receive ten (10) full sick days with pay each year.

Any sick time accumulated over thirty (30) days will be converted to its actual monetary value and will be paid to any eligible employee at one hundred percent (100%) at time of retirement and/or if an employee becomes disabled and retires because of health reasons and/or if the employee is drawing Social Security disability.

If the Highway Superintendent determines that an employee is abusing sick time, said employee may be required to furnish a doctor's excuse. Failure to produce an acceptable excuse as determined by the Superintendent may result in disciplinary action up to and including discharge.

Employees will be allowed to donate accumulated sick time to other employees that have exhausted their earned sick days in the event of individual or immediate family health problems requiring the employee's absence from employment. No employee will be allowed to donate sick time if the donation would bring the employee below ten (10) days of accumulated sick time.

**ARTICLE 18: FUNERAL LEAVE**

In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed five (5) working days to attend the funeral services, it being understood that "immediate family" means only father, mother, wife, husband, children, step-children, brothers or sisters of the employee.

In the event of the death of the employee's grandparents and current in-laws, one (1) day will be paid to attend the funeral services.

**ARTICLE 19: PERSONAL BUSINESS TIME**

Every employee shall be entitled to two (2) personal business days per year. An employee will normally be required to give the Employer forty-eight (48) hours' notice of his desire to take personal business time and such requests will not be unreasonably denied.

Notwithstanding the foregoing, emergency personal business time may be taken with only one (1) hour's notice before the beginning of the shift. However, the Employer reserves the right to be informed of the general reason for the need to take such emergency personal time.

**ARTICLE 20: HEALTH AND HOSPITAL**

20.1 Effective January 1, 2007, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund for each full time employee and for each casual MEO employee as follows:

	2007	2008	2009
Single	\$103.45	\$116.55	\$131.60
2-Person	\$195.55	\$221.45	\$251.20
Family	\$264.55	\$300.15	\$341.00

If the family status changes, the employee may change election, at the time of change -- i.e. if the employee should marry, divorce, birth of a child, death of a spouse.

The Town bargaining unit employees agree to share in the cost of the insurance under the following:

1. The Town bargaining unit employees will participate at a shared cost of 3% of their premium coverage in the year 2004

2. The Town bargaining unit employees will participate at a shared cost of 5% of their premium coverage in the year 2005

3. The Town bargaining unit employees will participate at a shared cost of 7% of their premium coverage in the year 2006

The Employer will be obligated to deduct such percent from the employee's regular check.

To the extent hereinafter set forth, the Employer agrees to sign a participation agreement with the New York State Teamsters Council Health and Hospital Fund, for the execution of this participation agreement which will coincide with the terms and conditions of this Contract. Such agreement shall become an integral part of the labor agreement.

Upon the retirement of a regular employee from the service of the Town after 25 years of service and provided the employee is at least fifty-five (55) years of age and until Medicare eligible, the employer shall contribute up to a maximum of three hundred fifty (\$350) dollars per month to the retiree for Health Insurance depending upon the premium.

The purchase of said health insurance is the sole responsibility of the retiree. To receive this payment, the retiree must submit a copy of the bill from the insurance carrier to the Town. The retiree will continue to receive this payment until he is eligible for Medicare or dies, whichever occurs first.

#### **ARTICLE 21: UNIFORMS**

The Employer will provide eleven sets of uniforms, two jackets (one summer and one winter) and two coveralls per week for each employee and such uniforms will be cleaned at the full cost of the Town.

Each employee of the Town will be required to wear a uniform during all work hours, which such uniform will be provided by and cleaned by the Town. All employees are required to wear OSHA



approved safety shoes during working hours. Failure to comply with these requirements may result in disciplinary action against the employee.

**ARTICLE 22: FLEX PLAN BENEFIT**

The Town Supplement Flex Benefit Plan applies to all full time Town Bargaining Unit Employees of the Town of Alexandria. The maximum amount to be reimbursed to the employee under this plan is \$ 600.00 per fiscal calendar year. There will be no carry over from year to year. The reimbursement process will be as follows:

- \* qualified employees are to furnish payment documentation (receipt).
- \* complete a Town of Alexandria Voucher.
- \* submit said voucher to Superintendent.
- \* reimbursement will occur via separate following the regular ( warrant-paying) Town Board meeting.

The Town Supplemental Flex Plan may be used in any combination of dollar amounts totaling \$ 600.00 annually accompanied with proper payment documentation (receipt).

Benefit	Documentation Required
1. Footwear OSHA approved. not (reimburse sales tax)	Original invoice Town can
2. Continuing Education.	Original invoice
3. Flu Shoots.	Original invoice
4. Special Licenses (CDL).	Copy of License
5. Dues.	Check Stub
6. Outer Protective Clothing (carhartts)	Original invoice

**ARTICLE 22: PENSION & RETIREMENT AND WORKMEN'S COMPENSATION INSURANCE**

It is agreed that the Employer will continue in effect and pay the full cost to the New York State Retirement Plan subject to State Law requirements, for the benefit of those employees in a seniority status. The Employer will provide Worker's Compensation

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insurance and disability insurance to those employees who are union members on the seniority status.

**ARTICLE 23: COMPENSATION**

EFFECTIVE	1/1/07	1/1/08	1/1/09
M.E.O.	\$16.03	\$16.75	\$17.50
	Years of Service	Rate of Increase to Wages	
Longevity:	5-10	\$ .10	
	11-15	\$ .15	
	16-20	\$ .20	
	21-25	\$ .25	
	26& over	\$ .30	

Stipend: Deputy Highway Superintendent = \$2,500.00/year

Highway Department Mechanic = \$2,500.00/year

This stipend shall be paid to the above parties in a separate check.

The normal work week for M.E.O.'s, laborers, and other persons specified in Article 1, shall be five (5) eight (8) hour days, Monday through Friday, inclusive. The employees within the unit as defined in Article 1 shall be guaranteed a minimum of forty (40) hours per week.

The Highway Superintendent shall have the authority to schedule four ten-hour days during a work week. It is also agreed that the Superintendent has the right to change back to the normal work week under this Article with a two (2) weeks notice to the Steward and the employees to insure the orderly operation of the Town. Except in the case of emergency, the Two (2) weeks' notice is not applicable. The normal four (4) ten (10) hour days will be Monday through Thursday. The starting time will be mutually agreed between the employees and the Superintendent of Highways for the four (4) ten (10) hour work week.

insurance and disability insurance to those employees who are union members on the seniority status.

**ARTICLE 23: COMPENSATION**

EFFECTIVE	1/1/07	1/1/08	1/1/09
M.E.O.	\$16.03	\$16.75	\$17.50

Years of Service                      Rate of Increase to Wages

Longevity:	5-10	\$.10
	11-15	\$.15
	16-20	\$.20
	21-25	\$.25
	26& over	\$.30

Stipend:Deputy Highway Superintendent = \$2,500.00/year

Highway Department Mechanic = \$2,500.00/year

This stipend shall be paid to the above parties in a separate check.

The normal work week for M.E.O.'s, laborers, and other persons specified in Article 1, shall be five (5) eight (8) hour days, Monday through Friday, inclusive. The employees within the unit as defined in Article 1 shall be guaranteed a minimum of forty (40) hours per week.

The Highway Superintendent shall have the authority to schedule four ten-hour days during a work week. It is also agreed that the Superintendent has the right to change back to the normal work week under this Article with a two (2) weeks notice to the Steward and the employees to insure the orderly operation of the Town. Except in the case of emergency, the Two (2) weeks' notice is not applicable. The normal four (4) ten (10) hour days will be Monday through Thursday. The starting time will be mutually agreed between the employees and the Superintendent of Highways for the four (4) ten (10) hour work week.

The Highway Superintendent shall have the right to implement this work week in the future with a two (2) week notice to the Steward and the employees and notification in writing to the Local Union that this is being implemented.

All hours worked in excess of eight (8) and/or ten (10) hours per day and forty (40) hours per week shall be paid at the rate of one and one-half times the hourly rate. The normal hours shall be from 7:00 A.M. to 3:30 P.M. with one-half (1/2) hour for lunch.

Payday to be on Thursday unless Thursday is a holiday in which case payday shall be the day before the holiday if at all possible, but no later than Friday morning.

The Employer agrees to give all seniority status employees being laid off one (1) week's notice, except in case of an emergency such as fire, flood, storm, explosion, power failure or war. In the event the Employer fails to give at least one (1) week's notice to the employee of a layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) week's salary. The employee agrees to give the Employer one week's notice of the termination of the employment, in writing, and in the event that he fails to give such notice, he forfeits any right to unused vacation.

All federally or state funded employees such as CETA shall not be used for any purpose other than general labor (not to be used as equipment operators of truck drivers) and shall not replace or displace a regular employee.

All vacancies shall be filled from within the unit first, but in the event it is not, the Employer shall fill the vacancy from outside.

Employees shall be guaranteed at least two (2) hours' pay for all call-in overtime work.

The Employer will not dock for a lunch break when employees have come in on overtime to plow and sand roads and have not worked over six (6) hours.

**ARTICLE 24: COMMERCIAL OPERATOR'S LICENSE**

Each employee shall be required to possess a Class 3 operator's license and, effective April 1992 each employee shall be required to possess a commercial operator's license. All new employees shall have a period of 120 days from the date of hire to acquire the Class 3 or commercial license as the case may be. Any employee who has not acquired the Class 3 or commercial license at the end of that period shall be dismissed from employ. This provision shall not effect the employment of any member of the bargaining unit employed as of January 1, 1991.

**ARTICLE 25: MAINTENANCE OF STANDARDS**

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions 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 improvements are made elsewhere in this Agreement.

**ARTICLE 26: EXTRA CONTRACT AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York.

**ARTICLE 27: LEGISLATIVE ACTION**

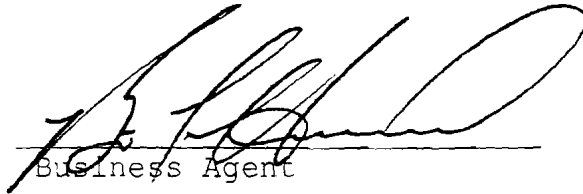
It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

IN WITNESS THEREOF, we have hereunto affixed our signatures this 12 day of Feb., 2007.

TEAMSTERS LOCAL 687  
14 Elm Street  
Potsdam, New York 13676

TOWN OF ALEXANDRIA  
46372 CR 1  
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BY:

  
Business Agent

  
Supervisor

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Steward