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AGREEMENT .

BETWEEN

TOWN OF BATH, NEW YORK

AND

TEAMSTERS LOCAL UNION NO. 529

For Period January 1, 2008 through December 31, 2010

RECEIVED

JUL 17 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

08/30/2007

14

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ARTICLE I. RECOGNITION

101. This Agreement is made by and between Teamsters Local Union 529, affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the 'Union' and the Town of Bath, New York, hereinafter called the 'Employer'.

102. This recognition covers all full-time drivers, part-time drivers, all laborers, mechanics, maintenance employees, equipment operators, motor equipment operators, heavy motor equipment operators, deputy highway superintendent, and all other employees who perform such work. Excluded are all confidential employees, managerial employees, and elected officials.

ARTICLE II. EMPLOYEE ORGANIZATION RIGHTS

201. **Union Security.** 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. The terms of this Agreement have been made for all Employees in the bargaining unit 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 pays his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

202. In accordance with the policy set forth under this section, all Employees shall, as a condition of continued employment, pay to the Union, the Employee's exclusive representative for purposes of collective bargaining, 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 fees, and its regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of the 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.

203. 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 or apply or become effective in situations not now permitted by law.

204. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

205. **Checkoff Dues and Other Deductions.** 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 itemized statement of dues, initiation fees (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and 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.

206. 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 and/or Employer to pay such dues in advance.

207. The Employer shall recognize an employee's authorization for deductions from wages if it is in compliance with state law. The deduction shall be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to, except DRIVE deductions which shall be made annually. No such authorization shall be recognized if it violates state or federal law, and no deduction shall be made which is prohibited by applicable law.

208. **Inspection Privileges.** With prior notification to the Town Supervisor, 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 adhere to, provided that there is no interruption of the Employer's work schedule.

209. **Stewards.** The Employer recognizes the right of the Union to designate Stewards and Alternates from the Employer's seniority list. The authority of Stewards 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.

210. Stewards and Alternates have no 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.

211. 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'.

212. **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.

213. 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.

214. 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.

215. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any Employee refuses to perform any service which the Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employer or person on strike.

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

ARTICLE III. MANAGEMENT RIGHTS

301. The Union recognizes that there are rights and responsibilities belonging solely to the Employer. Except where limited by provisions of this agreement and the rights conveyed thereby, the Town reserves the right to determine the standard of service to be offered to the public, to set the standard of selection for employment, to direct and assign its employees and to regulate work schedules, to discipline or discharge for just cause, to determine methods, means, and personnel by which its operations are to be conducted, to take any and all actions necessary to carry out the mission in the event of a declared emergency, to introduce new or improved methods, means, technology or facilities. The Union reserves the right to object to the Employers actions in any of the above respects through the grievance procedure provided for in this agreement.

ARTICE IV. BARGAINING UNIT

401. Defined. Bargaining unit work shall be defined as all operations, work, or services of the kind, nature, or type traditionally performed by, currently performed by, or hereafter assigned to the Employees within the bargaining unit described in this agreement. The terms and conditions of this agreement shall apply to all employees covered by the employer within the bargaining unit represented by the Union as set out in Article I of this agreement.

402. 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 and conditions of this agreement, except that the Highway Superintendent may perform any and all duties related to complete and continue operation of the Highway Department.

ARTICLE V. SENIORITY

501. 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 (30) 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.

502. Probation. A new employee who is hired shall work under the provisions of this Agreement, however, such employee shall be employed on a one hundred eighty (180) calendar days 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 discouraging Union membership, or to avoid adding employees to the seniority list. The probationary period may be extended an additional thirty (30) days upon mutual agreement of the parties.

503. After one hundred eighty (180) calendar days, 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.

504. 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, and overtime.

505. Seniority shall be broken only by discharge for just cause, voluntary quit, or more than two (2) years' layoff. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted an additional three (3) year layoff period from the date he/she worked such fifth (5th) day before such employee's seniority shall be broken.

ARTICLE VI. GRIEVANCES

601. 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, Steward, 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. If a party to this Agreement fails to respond to a grievance within fifteen (15) working days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

602. Disciplinary Action. Disciplinary action, including discharge or suspension, shall be imposed only for just cause. All employees are expected to conduct their daily work in a businesslike manner. Dishonesty in connection with work, fighting on the job, drinking alcoholic beverages on the job, using controlled substances on the job, or insubordination are grounds for disciplinary action up to and including discharge. If the Employer imposes any form of disciplinary action, including discharges 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, and shall set forth the names of any witnesses to the alleged acts and conduct.

603. An employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer. An employee shall be entitled to Union representation at any interrogation if it is contemplated that the employee might be disciplined as a result of any matter to which the interrogation relates. The employee shall not be required to sign any statement arising out of the interrogation. Any statements or admissions made by an employee during an interrogation without the employee having had the opportunity to have Union representation shall not be used in a disciplinary proceeding against any employee. 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.

604. Grievance Procedure. The procedural steps of the grievance procedure shall be as follows:

a) **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 Supervisor to reach an amicable solution. The presentation may be either oral or written.

b) **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 Highway Department. Any party necessary to amicably resolve this dispute (i.e. grievant, Steward, Assistant Steward, Supervisor, witness, etc.) shall be present at the presentation. The presentation may be either oral or written.

c) **Step 3.** The third 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, witness, etc.) shall be present at the presentation. The presentation may be either oral or written.

d) **Step 4.** If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to final and binding arbitration. The costs of such arbitration shall be borne equally the Employer and the Union.

ARTICLE VII. REVIEW OF PERSONAL HISTORY FOLDER

701. An employee shall, within five (5) 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.

702. 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 place in the official personal history folder.

703. 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.

704. 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.

ARTICLE VIII. EXAMINATIONS

801. Any expense for any examinations that are required by Employer when hired or required by law shall be paid by Employer.

802. Commercial Driver's Fees. The Town will reimburse highway employees by voucher as their C.D.L. fees become renewable.

ARTICLE IX. HEALTH AND SAFETY

901. 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 or which the employee reasonably or in good faith believes 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. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an 'okay' in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

902. Dangerous Conditions. 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.

903. OSHA-Required Protective Clothing. The Employer shall provide to the employees the necessary gear for adequate protection from inclement weather conditions. The Employer shall provide employees with specialty work gloves as needed. The Town of Bath will provide each Highway employee with a back support belt.

904. Miscellaneous Issues. Highway employees will be issued pagers. The Employer shall provide any necessary safety appliances that have not been explicitly mentioned in other paragraphs of this Article.

ARTICLE X. WORKWEEK - HOURS AND WAGES

1001. 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) hour work days running from Monday through Friday inclusive.

1002. All hours worked in excess of forty (40) hours per week and/or eight (8) hours per day shall be compensated for at the rate of one and one-half (1 1/2) times the hourly rate. Highway employees will be allowed to bank any overtime over ten (10) hours per pay period up to One Hundred Eighty (180) hours annually to be used by the end of the first year at such times as the employee may elect. The Payroll Department shall be responsible for maintaining the record of all hours banked by an employee electing to avail himself of this provision.

1003. Normal work hours shall be from 7:00 a.m. to 3:30 p.m., with the exception of seasonal work hours which will be at the discretion of the Highway Superintendent.

1004. Overtime Bank. The employees will have the option to bank overtime hours, at the regular overtime rate of one and one half (1 1/2) times the regular hourly rate, worked in excess of ten (10) hours in a pay period up to an annual maximum of 180 hours, and that such hours may be used at a time selected by the employee within that year.

1005. **Wages.** Employees in the following classifications shall work under the following wage schedule:

	Current Rates	Effective 1/1/2008	Effective 1/1/2009	Effective 1/1/2010
Deputy Highway Superintendent	18.73	\$ 19.48	\$ 20.26	\$ 21.07
Motor Equipment Operator III	17.31	\$ 18.00	\$ 18.72	\$ 19.47
Motor Equipment Operator II	16.98	\$ 17.66	\$ 18.37	\$ 19.10
Motor Equipment Operator I	16.66	\$ 17.33	\$ 18.02	\$ 18.74
Laborer	12.81	\$ 13.32	\$ 13.86	\$ 14.41
Mechanic/MEO III	17.31	\$ 18.00	\$ 18.72	\$ 19.47
Mechanic's Helper/MEO II	16.98	\$ 17.66	\$ 18.37	\$ 19.10

Highway employees shall be paid in one quarter (1/4) hour increments.

1006. After ten (10) years of service a Motor Equipment Operator II may be promoted to Motor Equipment Operator III. With a CDL, after five (5) years of service a Motor Equipment Operator I may be promoted to Motor Equipment Operator II. (Refer to section 1007.)

1007. If and when the Town feels an employee should be promoted to a higher classification before he/she is eligible for promotion, the Town will meet and discuss with the Union.

1008. **Temporary and Part Time Laborers and Motor Equipment Operators.** They will only be used to complete special projects, for snow and ice removal, or in the event full-time employees are not available for work due to illness, vacation, or other leaves. In no event will part-time or temporary employees interfere with the seniority of full-time employees or be used to prevent the hiring or replacing of full-time employees. Temporary and Part Time employees shall not receive less than the Federal and State Minimum Wage.

1009. **Pay Day.** Employees shall be paid bi-weekly. Employees shall be paid by the lunch break of the Wednesday following the close of the previous pay period. Errors or shortages shall be corrected by lunch break Thursday except in cases where the shortage is more than Twenty Five Dollars (\$25.00), in which case the shortage shall be paid by the end of the employee's shift on Wednesday. In the event that a holiday falls on a day in which the employees would otherwise have been paid, the employees shall be paid the day before such holiday.

1010. **Emergency Call-in Provisions.** 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 compensated from the time employee reports to work and all time worked during such emergency; in addition to all other benefits provided for by this Agreement, with a minimum guarantee of two (2) hours pay regardless of time actually worked. All other terms and conditions of this Agreement shall also apply.

1011. If an employee quits voluntarily, the Employer shall pay all money due to the employee on the next payday following such quitting. "Money due" shall include, but not be limited to, wages and accrued vacation.

1012. **Layoff and Recall Notice.** The Employer shall provide any employee being laid off with one week's notice that he or 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.

1013. A laid off employee shall be given ten (10) days notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested.

ARTICLE XI. HEALTH AND WELFARE

1101. The Town shall participate in the New York State Teamsters Health and Hospital Fund for all full and part-time employees, including dependents (excluding seasonal employees) with the following benefits:

- Medical and Prescription
- Dental
- Vision
- Disability

A Ten Percent (10%) Health Insurance Premium co-pay will be paid by the Employee.

1102. The Health and Hospital Stipulation is to be made part of this agreement. The Employer shall be subject to all rules and regulations as set forth in the executed New York State Teamsters Council Health and Hospital Fund Stipulation.

1103. The Town shall provide employees with Workers Compensation Insurance, Social Security, and Unemployment Insurance as required by federal and/or state laws.

ARTICLE XII. PENSION AND RETIREMENT

1201. The Employer will participate in the New York State and Local Employee Retirement System.

1202. Deferred compensation to be offered (in regards to accrued time).

ARTICLE XIII. HOLIDAYS

1301. The following paid holidays shall be observed by the Highway Department:

- | | |
|------------------------|--------------------------|
| New Year's Day | Veterans' Day |
| Martin Luther King Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve (1/2 day) |
| Independence Day | Christmas |
| Labor Day | New Year's Eve (1/2 day) |
| Columbus Day | One (1) floating holiday |

In regards to Christmas Eve and New Year's Eve holidays, if workload or weather conditions warrant, at the discretion of the Highway Superintendent, Employees will continue to work at their regular pay rate until they exceed their regular work time. No overtime will commence until after regular working hours (8 hours).

1302. If any observed holiday falls on a Saturday, then it shall be observed on the Friday preceding the holiday; and if any holiday falls on a Sunday, then it shall be observed on the Monday following the holiday.

1303. If any of the above-specified holidays should fall when an employee is on vacation, such time shall not be charged against the employee's vacation time.

1304. Employees having to work on Thanksgiving, Christmas, or New Year's Day shall be paid regular time for holidays, plus double time for time worked.

1305. Employees having to work on other holidays shall be paid for the holiday, plus overtime for hours worked.

1306. Employees must have worked their last scheduled workday preceding and their first scheduled workday succeeding the holiday unless absent because of vacation, pre-approved personal day or industrial accident for which the employee received Workers' Compensation. Employees who have been requested to work and do not report for work on the holidays are not eligible for holiday pay.

ARTICLE XIV. VACATION

1401. In order to receive vacation benefit, an employee must be appointed to a full-time permanent position. Vacation leave shall be granted as follows:

After completion of one (1) year	Five (5) working days
After completion of two (2) years	Ten (10) working days
After completion of five (5) years	Eleven (11) working days
After completion of ten (10) years	Seventeen (17) working days
After completion of fifteen (15) years	Twenty-three (23) working days
After completion of twenty (20) years	Twenty-four (24) working days
After completion of twenty five (25) years	Twenty-five (25) working days

1402. Vacation leave to be accumulated by pay period for all employees may be accumulated to total not exceeding forty (40) days at any time. Said accumulation shall be prorated on a per diem basis should the employee be terminated during the year of service.

1403. All vacations shall be scheduled with the concurrence of the Superintendent of Highways or department head. Any credit or accumulated vacation time earned prior to January 1, 1981, will be honored.

1404. Any employee covered by this section, upon separation from service from the Town, will be entitled to any accumulated vacation, with pay, based upon the foregoing schedule.

1405. It is understood that vacation time will be taken in one quarter (1/4) hour increments.

ARTICLE XV. LEAVE

1501. **Leave of Absence.** A New York employee desiring an unpaid leave of absence from employment shall secure written permission from both the Union and the Employer as soon as reasonably possible prior to the leave. During the period of absence, the Employee shall not engage in gainful employment. All provisions of the Civil Service Law of the State of New York shall govern the terms of this agreement pertaining to Leaves of Absence.

1502. **Family and Medical Leave Act.** The Town and the Union agree to comply with the Family and Medical Leave Act and its required postings and notifications contained therein.

1503. **Personal Leave.** A new hire will receive one (1) personal day every six (6) months. After

one year an employee shall be entitled to five (5) days personal or business leave annually which shall not be accumulated. Unused personal leave days shall be converted to sick leave at end of each year. It is understood that leave time will be taken in one quarter (1/4) hour increments.

✓ **1504. Funeral Leave.** In the event of a death of the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral services. 'Immediate family' means father, mother, father-in-law, mother-in-law, husband, wife, children, brother, sister, grandparents, stepparents, and stepchildren.

✓ **1505. Sick Leave.** Each permanent employee shall accrue sick leave credit of ten (10) days per year, which may be accumulated to a maximum of one hundred eighty (180) days and be in compliance with Section 41J of the New York State Retirement System. Sick leave to be accumulated by pay period for all employees. Further, The Town will supply each bargaining unit member with year-to-date totals of his/her accumulated sick leave. It is understood that leave time will be taken in one quarter (1/4) hour increments.

✓ **1506.** An employee absent from work for three (3) consecutive days or more due to personal illness or accident will be required to submit to his department supervisor a doctor's statement covering complete absence and fitness for duty clearance before returning to work and/or receiving sick pay.

✓ **1507.** If employee finds it necessary to be absent or tardy from work by reason of illness, he shall, as soon as reasonably possible and not later than one(1) hour after time to start work, notify the department head or person in charge of the reason for absence and the length of time expected to be absent.

1508. Employees on sick leave shall receive eight (8) hours pay per day, or ten (10) hours pay per day whenever working a seasonal workweek, whichever is applicable, in addition to all other benefits provided for by this agreement.

✓ **1509.** Any absence from work other than provided herein or under the provision of the Workers' Compensation Law shall be charged to vacation.

✓ **1510.** Upon retirement, unused accumulated sick leave shall be disposed of pursuant to law.

1511. 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.

1512. 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.

1513. Jury and Court Attendance. A permanent employee of the Town shall be entitled to his usual wages for the days he serves as a juror or is in court pursuant to subpoena or other order of the court, provided that he turns over to the Town for refund to the Town Treasurer the fees he earns as a juror, retaining the mileage. If the employee is released from jury during the regular scheduled work hours, he has to report back to work within one (1) hour from the time of release or forfeit his usual Town wages for the day.

1514. Voluntary Resignation. An employee who voluntarily leaves employment are entitled to receive their wages earned but not yet disbursed to them plus any accrued but unused vacation time.

ARTICLE XVI. MAINTENANCE OF STANDARDS

1601. 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.

1602. The Employer agrees not to enter into any agreement or contract with the employees, 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.

1603. Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

ARTICLE XVII. SAVINGS AND SEPARABILITY

1701. 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.

1702. 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 propose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XVIII. DECLARATION OF NO STRIKE POLICY

1801. 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 XIX. CLOTHING ALLOWANCE AND UNIFORMS

1901. The Deputy Superintendent of Highways, Laborers, MEO I, MEO II, MEO III, Working Foreman, Mechanic and Mechanic's Helper shall receive an annual clothing allowance of Four Hundred Dollars (\$400.00), to be included in the first pay period of each year. The Highway Department employees listed herein shall be responsible for submitting receipts to the Superintendent of Highways verifying their expenditures for work-related articles during the year in which the clothing allowance is given.

1902. The clothing allowance may also be applied toward the purchase of regular lenses and/or safety lenses eye glasses.

1903. Employees shall be allowed to add reasonable Union insignia to said uniforms. Said uniforms shall be made in the U.S.A. and bear the Union label.

1904. To the extent that such loss is not covered by the employee's insurance or Workers' Compensation, the Employer shall replace all clothing, glasses, hearing aids, and /or dentures which are destroyed or damaged in a wreck or fire involving the Employer's equipment or during the course of the employee's job duties.

ARTICLE XX. LONGEVITY INCENTIVE PROGRAM

2001. After five (5) years of continuous service, each employee is entitled to longevity incentive in the sum of One Hundred Dollars (\$100.00); and; thereafter, an additional One Hundred Dollars (\$100.00) for every five (5) years of continuous service to be paid on December 1st next following the attainment of the applicable continuous years of service.

Example:	Five (5) years of service	\$100.00
	Ten (10) years of service	\$200.00
	Fifteen (15) years of service	\$300.00

ARTICLE XXI. SUBCONTRACTING

2101. The Employer agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees and/or that is performed on a basis of sufficient regularity so as to operate to prevent the addition of employees to the Seniority List.

ARTICLE XXII. LEGISLATIVE ACTION

2201. The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII. DURATION, NOTIFICATION, AND REOPENING

2301. This Agreement shall continue in full force and effect from January 1, 2008 through December 31, 2010.

2302. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred eighty (180) days preceding expiration of this Agreement for the purpose of attempting to agree upon amendments to this Agreement.

2303. The parties hereby agree that an impasse in such negotiations shall be identified only by mutual consent. In the event of an impasse, the parties agree to submit the unresolved issue to the Public Employees Relations Board for mediation.

For the Employer

TOWN OF BATH
110 Liberty Street
Bath, NY 14810



9/12/07
DATE

For the Union

TEAMSTERS LOCAL UNION NO. 529
affiliated with the International
Brotherhood of Teamsters
129 East Chemung Place
Elmira, NY 14904



9/4/2007
DATE