Contract Database Metadata Elements

Title: Kinderhook, Town of and Town of Kinderhook Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2018)

Employer Name: Kinderhook, Town of

Union: Town of Kinderhook Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO

Local: 294

Effective Date: 01/01/2018

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For additional information on the ILR School - http://www.ilr.cornell.edu/
EMPLOYMENT CONTRACT

AGREEMENT made and entered into this ___th day of _______ 2018, between the TOWN OF KINDERHOOK, located in Kinderhook, Columbia County, New York, hereinafter referred to as the "Employer", and the TEAMSTERS LOCAL 294, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 890 Third Street, Albany, New York, hereinafter referred to as "Local 294."

WITNESSETH

WHEREAS, the parties desire to cooperate in establishing conditions among members which will secure to the Members a living wage and establish a basic understanding as to the employment relations that may arise within the sphere of collective bargaining, and to peacefully settle all disputes that may properly come under this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I - RECOGNITION

The Employer agrees to recognize Local 294 as the exclusive bargaining agent for all employees of the Employer with regard to wages, hours, and other conditions of employment, holding the following full-time position: laborers, motor equipment operators (heavy, light and truck), mechanics and foreman in the highway department and excluding all others and agrees not to discriminate against any of its members for carrying on activity on behalf of Local 294 ("Employee").

ARTICLE II - GENERAL POLICY

The management and direction of the working forces and operation including the hiring, promoting, the layoff and calling to work of employees, suspension and taking of disciplinary
action up to and including termination for just cause, are the exclusive functions of the Town Board or agent working under the direction of the Town Board and such actions shall be taken pursuant to existing practices; provided, however, that in the exercise of such functions the Town shall not act contrary to, alter or attempt to amend any of the provisions of this Agreement.

ARTICLE III - UNION SECURITY

A. Each Employee covered under the provisions of this collective bargaining agreement who is a member of the union shall be required to make payments of monthly membership dues to the union in the amount required by the union; or if such Employee is not a member of the union, in any amount equivalent to the amount of monthly dues payable by a union member as the exclusive collective bargaining representative. The Employer agrees to and shall deduct from wages of all Employees covered hereunder-monthly membership dues payable to the union for monthly agency shop fee above described and shall immediately thereafter transmit the same to the union.

B. Stewards: the Employer recognizes the right of the union to designate one job steward and one alternate steward. The authority of said stewards so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievance in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by, the union or its officers, provided such messages and information:
   a. Have been reduced to writing, or
   b. If not reduced to writing, are of a routine nature and do not involve a
refusal to perform work assignments.

3. The Steward and alternate shall be entitled to a total of sixteen (16) paid hours annually for union activities at said Employee’s then standard rate of pay.

ARTICLE IV - PROHIBITION OF STRIKES

Neither the union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage, nor condone such a strike for violation of such non-strike pledge. Any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE V - RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining during the period of at least 120 days prior to the budget submission date for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE VI - SEPARATION

Upon discharge and quitting, the Employer shall pay all money due to the Employee on the payday in the pay period next following such quitting or discharge. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear accepted.

ARTICLE VII - EQUIPMENT VIOLATION

Employer agrees to reimburse Employee for payment of fines levied against Employee as a result of defective equipment in or on an Employer’s vehicle being operated by the Employee.
Each driver shall be required to inspect his vehicle prior to its being operated, in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur’s Manual.

ARTICLE VIII - PAY PERIOD

All Employees covered hereunder shall be paid in full biweekly on Friday at the earliest time convenient with both Employer and Employee. When the regular payday falls on a holiday, the Employer shall pay the Employees on the last banking day immediately preceding the holiday.

ARTICLE IX VACATIONS

A. Employees shall receive 5 days’ vacation on their first anniversary and thereafter, vacation shall load on January 1st as follows:

2 years - 10 days
6 years - 11 days
7 years - 12 days
8 years - 13 days
9 years - 14 days
10 years - 15 days
11 years - 16 days
12 years - 17 days
13 years - 18 days
14 years - 19 days
15 years - 20 days

(i.e. receive 5 days on their 1st anniversary date and then on the immediate following January 1st receive vacation based upon two
years of service, and loading each January 1st based upon the above schedule)

B. Unused vacation leave shall not be carried over to the following year. Requests for vacation leave shall be submitted to the Highway Superintendent, and all such vacation leave requests shall be granted when, in the opinion of the appointing authority, it shall be convenient to the conduct of the departmental business.

C. Unused vacation leave shall be paid upon separation of service.

ARTICLE X - HOLIDAYS

All Employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they will fall:

<table>
<thead>
<tr>
<th>New Year’s Day</th>
<th>Independence Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee’s Birthday</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Veteran’s Day</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>Good Friday</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday and any falling on a Saturday shall be observed on the preceding Friday or the legal designated State holiday, if any. Such holiday shall be afforded only to Employees and provided that the Employees shall work the day before and the day after the recognized holiday. In addition to the foregoing, all Employees shall be entitled to four (4) floating holidays with pay to be granted upon request and approval to the Highway Superintendent
thirty-six (36) hours in advance. However, it is understood that while advanced annually, Employee only earns a day per quarter.

Employees required to work on the Holidays listed above will receive time and one half their regular rate of pay for all hours worked on the Holiday with the exception of Thanksgiving, Christmas and New Year's Day where Employees will be paid double their regular rate of pay for all hours worked.

Unused floating holidays may not be carried over to the next year nor will they be paid upon separation from service.

ARTICLE XI - SICK LEAVE

All Employees covered hereunder shall be entitled to a maximum of thirteen (13) days of sick leave; when such absence is incurred on account of the illness or other disability of the employee, or a member of the Employee's immediate family residing in the household of the Employee at the time of the illness. Employee shall provide a doctor's certificate certifying the Employee's illness or the illness of the Employee's immediate family for any illness, which required the absence of the employee for a period in excess of three (3) days consecutively. Nothing contained herein limits or alters management rights to address and discipline an Employee for sick leave abuse.

Unused sick days, which is defined as an eight hour day, may be accumulated by the Employees to a maximum of two hundred (200) sick days. No compensation shall be paid for accumulated sick days upon Employees' termination from employment.

Employees who are entitled to earn and have accumulated more than Two Hundred (200) sick days may surrender the hours above 1600 hours to the Employer for compensation at the rate
of two (2) hours of sick leave for each one (1) hour of compensation. Employees may only surrender sick days during the month of December of each year and upon notification to Employer no later than December 10th.

Upon retirement, Employees may turn in their accumulated sick days to pay their 25% cost of the health insurance premium for themselves and their dependents. Calculation Example: Employee current hourly rate of pay multiplied by accumulated sick leave credits (not to exceed 200 days) equals the dollar amount to be applied toward insurance premiums on retirement to pay their 25% cost of health care for themselves and their dependents. Once the sick leave credits have been exhausted, the Town retiree will be billed for their 25% portion of retiree health insurance for themselves and their dependents.

ARTICLE XII - PERSONAL DAYS

All Employees covered hereunder shall be entitled to three (3) days personal leave (totally 24 hours) with pay to be granted upon request to the Highway Superintendent thirty-six (36) hours in advance, unless in case of emergency. Such personal leave is not to be deducted from sick leave or vacation pay. Personal days do not carry over to the next calendar year.

ARTICLE XIII - BEREAVEMENT

All Employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death, not chargeable to sick leave, for a death in their family. Bereavement pay shall be provided to an Employee for the death of a: parent, spouse, child, father-in-law, or mother-in-law. Employees may request additional time off, subject to approval by the Highway Superintendent, and said time shall be deducted from available personal or vacation leave hours.
ARTICLE XIV - ALLOWANCE AND EXPENSES

Employees required to work extra duty shall be allowed thirty (30) minute while remaining under work assignment for meals. Employees will be entitled to a meal allowance of Ten and 00/100 Dollars ($10.00) after four (4) hours consecutive hours of extra duty. The Employee will be allowed a second Ten and 00/100 Dollars ($10.00) allowance for the second consecutive period of four (4) hours. However, a maximum of $20.00 will be allowed in any 24-hour period.

ARTICLE XV-PENSION PLAN

Employer shall maintain the present Pension Plan.

ARTICLE XVI - INSURANCE

A. The Employer shall maintain the Health and Welfare Plan administered by the New York State Teamsters Council Health and Hospital Fund, Select Plan coverage for all employees. For all employees on or after December 31, 2014, the Employer shall pay seventy-five percent (75%) towards the cost of Health Insurance for all Employees and their dependents covered by this Agreement. The Employer will pay eighty-five percent (85%) towards the cost of Health Insurance for Employees hired on or after January 1, 2009, but before December 31, 2014, as long as no upward changes (i.e. going from single to two-person coverage or going from two-person to family coverage) are made to the coverage. For Employees hired before January 1, 2009, the Employer shall pay one hundred percent (100%) towards the cost of Health Insurance, as long as no upward changes (i.e. going from single to two-person coverage or going from two-person to family coverage) are made to the coverage. Where an employee hired before December 31, 2014 makes an upward change to his or her insurance coverage, such employee will be responsible for twenty-five percent (25%) of the new premium.
Premiums shall be calculated at the following rates:

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Single</th>
<th>Two-Person</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2018</td>
<td>$767.74/mo</td>
<td>$1535.00/mo</td>
<td>$2110.16/mo</td>
</tr>
<tr>
<td>Year 2019</td>
<td>$777.70/mo</td>
<td>$1554.93/mo</td>
<td>$2137.59/mo</td>
</tr>
<tr>
<td>Year 2020</td>
<td>$790.92/mo</td>
<td>$1581.36/mo</td>
<td>$2173.90/mo</td>
</tr>
</tbody>
</table>

B. The Employer will begin Health Insurance payments for all Employees after one full calendar month of employment for Employees who start on the first day of the month. For Employees who do not start on the first day of the month, payments for Health Insurance will start after thirty (30) calendar days of employment.

**ARTICLE XVII - WORK DAY AND WORK WEEK**

A. The regular workweek shall be forty (40) hours Monday through Friday from 7:00 am through 3:30 pm with a one half hour un-paid lunch period. Summer Hours will start on the second Monday in April of each year and end the first full pay check in October. Hours during this time will be 6:00 am through 4:30 pm Monday through Thursday with a one half hour un-paid lunch period. When a recognized contractual holiday falls on a Monday during the "Summer Hours" schedule, the work week shall revert back to the "regular workweek" of Forty (40) hours Monday through Friday from 7:00 am through 3:30 pm with one half hour unpaid lunch period. At the discretion of the Highway Superintendent, the start of Summer Hours may be delayed until after the second Monday of April but delayed no later than the first Monday in May; and Summer
Hours may be ended earlier than the first full pay check in October but in no event may be ended prior to the fourth Monday in September.

B. Employees shall receive overtime pay only after the Employees shall have worked in excess of forty (40) hours during the week or shall have worked in excess of eight (8) consecutive hours during the work day, with the exception of Summer Hours. Overtime will be paid at the rate of one and one-half the regular straight time hourly rate.

C. In the event that the Employee shall continue to work beyond 12 o'clock midnight after he shall have continued to work more than eight (8) hours, or shall have been called back to work, time worked beyond 12 o'clock midnight continues to be paid at time and one-half so long as he shall work continuously or until the normal work day commences.

D. There will be a guaranteed workweek of forty (40) hours between 12:00 A.M. Monday and 11:59 P.M. Friday, except for the following:
   a. Employees own absence, tardiness, or failure to report to work.
   b. Casual or part-time employees will not be eligible for guaranteed workweek.
   c. Paid holidays will count as eight (8) hours toward the forty (40) hours guaranteed workweek.

E. If any Employee is called back to work after he has left work to work for the Employer at any time other than between the regular working eight (8) hours between Monday and Friday he shall return and shall be reimbursed for at least four (4) hours of work provided the Employee, in fact, works during such period of time, provided he returns to work at the place designated by the Highway Superintendent within one (1) hour of the time when he is notified to
so return. All Employees are hereby affirmatively obligated to so return within such period of time
"Except in case of a personal emergency on the part of the Employee."

F. Employees that have started early and have already worked (8) eight hours prior to
the conclusion of the regular work day, will have the option of continuing to work out the rest of
their regular work day or going home after the completion of their (8) eight hours, provided they
are no longer needed by the Highway Superintendent.

ARTICLE XVIII - TIME AND PAY RECORDS

The Town shall have the option of installing a digital punch clock and the Employees shall
be required to comply with the regulations of the Highway Superintendent hereafter so established
in connection with such punch clock. In the event that the Town so elects to install such a punch
clock and the Superintendent of Highways establishes regulations in connection with same, no
Employee shall be paid his or her salary under the terms of this contract unless he has complied
with the regulations so established with regard to such punch clock.

On all regular paydays, the Employee shall receive his paycheck from the Town, a receipt
showing hours worked, both straight time and overtime, and itemization of all deductions taken by
the Town from gross pay.

ARTICLE XIX - SAFETY SHOES OR WORK-RELATED CLOTHES

Each Employee shall be entitled to an allowance of Two Hundred Fifty and 00/100 Dollars
($250.00) per year to defer the cost of purchasing safety shoes or work-related clothing.

The Town shall make payment to the Employee during the month of January. A Town
voucher is to be submitted by the employee. Each Employee shall wear safety shoes during work
hours with the exception of the time spent cutting brush in snow.
Employee shall be placed on the seniority list after twenty-six (26) weeks of employment as of the first date of hire. The first twenty-six (26) weeks shall constitute a probationary period of employment. Seniority shall accrue and be determined in accordance with the length of employment within the bargaining unit covered by this Agreement. The probationary term starts on the first day the Employee starts work in the position for which a probationary term is required to be served. An Employee's probationary term may be extended once for another twenty-six (26) week period to a total of fifty-two (52) weeks upon the prior approval of the Highway Superintendent. If the probationary employee’s job performance is unsatisfactory, their appointment may be terminated at any time after eight (8) weeks and before completion of the probationary period. If the probationary Employee's conduct is unsatisfactory their employment may be terminated at any time during the probationary period. An Employee serving a probationary period shall not be covered by Article XXIV Grievance Procedure of this agreement with respect to the probationary position and for matters related to their probationary performance. A probationary Employee shall receive written notice of the fact that he or she has not satisfactorily passed probation. An Employee who is laid off and recalled to the same position within one year shall not be required to serve another probationary period if the Employee had successfully completed probation for that position prior to being laid off.

A. Loss of Seniority:

Seniority shall be broken only by:

a. Lawful discharge; and
b. Voluntary resignation/job abandonment.

B. Layoff and Recall:

When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the Employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

When it becomes necessary to hire Employees to work overtime, the senior Employees shall be given the first opportunities provided they shall be qualified to perform the work required.

ARTICLE XXI - WAGES

Effective January 1, 2018 the wage rate shall be as follows:

<table>
<thead>
<tr>
<th>Job Title</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$18.17</td>
<td>$18.67</td>
<td>$19.17</td>
</tr>
<tr>
<td>Machinery Equipment Operator</td>
<td>$19.82</td>
<td>$20.32</td>
<td>$20.82</td>
</tr>
<tr>
<td>Foreman</td>
<td>$22.14</td>
<td>$22.64</td>
<td>$23.14</td>
</tr>
<tr>
<td>Project Leader</td>
<td>$21.14</td>
<td>$21.64</td>
<td>$22.14</td>
</tr>
<tr>
<td>Senior Foreman</td>
<td>$23.32</td>
<td>$23.82</td>
<td>$24.32</td>
</tr>
<tr>
<td>MEO/Mechanic</td>
<td>$20.82</td>
<td>$21.32</td>
<td>$21.82</td>
</tr>
</tbody>
</table>

B. Additional Compensation: At the direction of the Employer and with the consent of the Employee, individuals with the classification of laborer or motor equipment operator may perform certain mechanical work on trucks and equipment of the employer. Such work shall include replacing lights, batteries, starters and the like. Mechanical work does not include the
installation of snowplows and chains on said vehicle. For the actual time spent performing such mechanical duties, Employees shall receive additional compensation. Such compensation shall be paid according to the terms and conditions as set forth on Schedule A attached hereto.

C. Position of Project Leader: The Town may create two new positions of Project Leader.

The Employees chosen to fill these positions will be working in a sub-foreman position.

The actual job description and choice of who fills these positions will be management’s prerogative. Compensation for these positions will be paid according to the terms and conditions as set forth in Article XXI Wages.

D. Longevity Pay — Full-time employees will receive Longevity Pay based on the following schedule and qualifications.

<table>
<thead>
<tr>
<th>Years of service</th>
<th>Amount to be paid per</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the beginning of</td>
<td></td>
</tr>
<tr>
<td>6-10</td>
<td>$750.00</td>
</tr>
<tr>
<td>11-15</td>
<td>$1,250.00</td>
</tr>
<tr>
<td>16-20</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>21-25</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>26-30</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>31 &amp; over</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

Longevity is to be paid in February of the year following the contract years.

(2018 Longevity is paid in February of 2019, 2019 Longevity is paid in February of 2020 and 2020 Longevity is paid in February 2021).
ARTICLE XXII - WORKERS' COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workers' Compensation payments shall be compensated in the following manner:

Any payment received as Workers' Compensation benefits for absence for which the Employee also received full sick leave pay will be returned to the Employer as long as the Employee receives full salary. The Employee shall be entitled to retain any Workers' Compensation benefits for any period for which sick pay is not paid or payable.

ARTICLE XXIII - DURATION CLAUSE

This Agreement shall be in force and effect from January 1, 2018 to December 31, 2020.

ARTICLE XXIV - GRIEVANCE PROCEDURE

Any dispute or grievance arising concerning the interpretation of the terms of this contract or the rights claimed to exist hereunder shall be processed in accordance with the following procedure:

Step #1: The Employee grieved shall present said grievance in writing to the Highway Superintendent and the Superintendent will answer said grievance in writing within forty-eight (48) hours.

Step #2: In the event that the grievance is not resolved as per Step #1, the grieved shall present said grievance in writing to the Town Board. The Town Board shall have five (5) days in which to render a written determination.

Step #3: In the event that the grievance is not resolved as per Step #2, either party may within five (5) days after the determination in Step #2 request in writing that a third party, agreeable
to both the Employer and Local 294, shall mediate the grievance and shall make recommendations with regard to its resolution.

Step #4: If anyone objects to the resolution suggested by the third party, they may, within five (5) days from the receipt of such resolution submit in writing the grievance or grievances at issue to the Public Employees Relations Board pursuant to said Agency’s Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decisions shall be final and binding on the Employer and Employee.

ARTICLE XXV - PRE-EMPLOYMENT PHYSICALS

All Employees shall submit to a pre-employment physical examination pursuant to the requirements of the Columbia County Mutual Self-Insurance Plan.

ARTICLE XXVI - WORK BREAK

The Employee shall be allowed and provided a fifteen (15) minute break from work in the morning and a fifteen (15) minute break from work in the afternoon.

ARTICLE XXVII - RETIREE HEALTH INSURANCE

The Employer agrees to pay seventy-five (75%) percent of the cost of health insurance coverage for each Fully Eligible Employee and fifty (50%) percent for each Partially Eligible Employee, and their dependents until the employee is age 65. At age 65, the retired employee will go on Medicare. At this time the Employer will pay 75% of the cost of Medi-gap Insurance as a supplement to Medicare for the Fully Eligible Employee and their eligible dependents and fifty (50%) percent for the Partially Eligible Employee and their eligible dependents.
Fully Eligible Employee is defined as an employee that has either (i) worked for the Town for 20 or more consecutive years or (ii) was hired on or before January 1, 2009 and has continuously worked for the Town; and is eligible to, and does, officially retire from the New York State Retirement System.

Partially Eligible Employee is defined as only an employee hired on or before December 31, 2017 that has worked for the Town a minimum of five (5) consecutive years and is eligible to, and does, officially retire from the New York State Retirement System.

Employer shall provide comparable or equivalent health care coverage as the Employee has at the time of retirement and such comparable or equivalent coverage shall continue until age 65.

**ARTICLE XXVIII — COMPENSATORY TIME OFF**

The Employer agrees to allow each Employee of the Town Highway Superintendent to accumulate up to fifty-four (54) hours of overtime each year of the contract in lieu of pay (“Compensatory Time”).

Compensatory Time will be credited as time and one half (1-1/2) for each hour of overtime worked (For example: fifty-four (54) hours of overtime is eighty-one (81) hours of straight time off).

Employees must use their Compensatory Time in the same year that it is earned. The Employee is required to give the Highway Superintendent one (1) week notice of their desire to take Compensatory Time off. Compensatory Time can be used in hourly blocks if so requested.
Each Employee will be required to notify the Highway Superintendent of their intention to save their Compensatory Time each week. Once the Employee has chosen to save their overtime for Compensatory Time, it cannot be changed.

**ARTICLE XXIX –GPS USE**

The parties acknowledge the Employer’s management right to insert GPS and/or other such electronic tracking devices on any or all of the Town vehicle and equipment. Moreover, the parties agree however, that Employer shall not be allowed to institute a disciplinary proceeding against an Employee based solely upon documentation resulting from GPS.

**ARTICLE XXX –GENERAL STATEMENT**

Both parties further understand it that there shall be no amendments, deletions, additions to the contract between EMPLOYER and EMPLOYEE unless agreed to by both the parties. All Articles and Assurances as now contained in the contract shall remain in full force and effect.
ARTICLE XXXI- NOTICE AS PROVIDED BY LAW

Notices as provided by Section 204-A of the Civil Service Law, as amended:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION BY THE TOWN BOARD TO PERMIT ITS IMPLEMENTATION BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL SUCH APPROVAL HAS BEEN GIVEN."

DATED: ____________, 2018

Patrick Grattan, Supervisor
Town of Kinderhook
Columbia County, New York

Michael Talarico, Steward

Marv Powell, Steward
John Bulgaro, President of Local 294

Michael Degano, Business Agent
SCHEDULE A

A. ADDITIONAL COMPENSATION: At the direction of the employer and with the consent of the employee, individuals with the classification of the Foreman, Motor Equipment Operator and Laborer may perform certain mechanical work on trucks and equipment of the employer. Such work shall include replacing lights, batteries, starters, and the like. Mechanical work does not include the installation of snowplows and tire chains on said vehicle. For the actual time spent performing such mechanical duties employees shall receive additional compensation. Such compensation shall be as follows:

Such additional compensation shall be an additional sixty cents (.60) per hour.

B. APPOINTMENT OF EMPLOYEE: The Machinery Equipment Operator/Mechanic shall be appointed by the Highway Superintendent and serve at his pleasure within the budgetary provisions of the Town Board of the Town.

C. SENIORITY: In the event that the employee appointed to the position is relieved of it or voluntarily resigns the referred title, he will then revert to his original title without loss of seniority. His hourly wage will then become commensurate to that of other employees of equal rank and status.

D. DUTIES OF THE EMPLOYEE: The employee shall perform such duties and have such responsibility as may be assigned by the Highway superintendent as it relates to the maintenance and preventative maintenance of all vehicles and equipment as owned by the Town of Kinderhook. The employee shall make light repairs and improvement to said vehicles and equipment within the scope of his knowledge and expertise. He will not be required to make heavy-duty repairs to said vehicles and equipment. The exclusion will include but be limited to all aspects of drive trains of vehicles, engines, suspensions, and tires or perform other duties, which in the mind of a responsible person would be considered heavy as opposed to light repair and improvement.