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Union: Town of Bethel Highway Department Unit, Council 66, AFSCME, AFL-CIO

Local: 750

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AGREEMENT

BETWEEN

LOCAL 750, COUNCIL 66
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

AND

THE TOWN OF BETHEL

JANUARY 1, 2001 - DECEMBER 31, 2002

RECEIVED

APR 20 2001

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE I</th>
<th>Recognition: Employees Covered</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE II</td>
<td>Aid to Other Unions</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE III</td>
<td>Payroll Deduction of Dues</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE IV</td>
<td>No Strike Clause</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE V</td>
<td>Union Representative</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE VI</td>
<td>Special Conferences</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VII</td>
<td>Grievance Procedure</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE VIII</td>
<td>Seniority</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE IX</td>
<td>Military Leave of Absence</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE X</td>
<td>Sick Leave</td>
<td>6</td>
</tr>
<tr>
<td>ARTICLE XI</td>
<td>Vacation</td>
<td>7</td>
</tr>
<tr>
<td>ARTICLE XII</td>
<td>General Leave of Absence/Bereavement</td>
<td>9</td>
</tr>
<tr>
<td>ARTICLE XIII</td>
<td>Protective Devices</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XIV</td>
<td>Retirement</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XV</td>
<td>Hospitalization</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XVI</td>
<td>Employee Reports</td>
<td>10</td>
</tr>
<tr>
<td>ARTICLE XVII</td>
<td>Work Week, Hours and Overtime, Meal Ticket</td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE XVII -A -COMPENSATORY TIME</td>
<td></td>
<td>11</td>
</tr>
<tr>
<td>ARTICLE XVIII</td>
<td>Holidays</td>
<td>12</td>
</tr>
<tr>
<td>ARTICLE XIX</td>
<td>Wages</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE XX</td>
<td>General Provisions</td>
<td>13</td>
</tr>
<tr>
<td>ARTICLE XXI</td>
<td>Reciprocal Rights</td>
<td>15</td>
</tr>
<tr>
<td>ARTICLE XXII</td>
<td>Entire Agreement</td>
<td>15</td>
</tr>
<tr>
<td>Article</td>
<td>Description</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>XXIII</td>
<td>Savings Clause</td>
<td>15</td>
</tr>
<tr>
<td>XXIV</td>
<td>Waiver Clause</td>
<td>16</td>
</tr>
<tr>
<td>XXV</td>
<td>Civil Service Law Notice</td>
<td>16</td>
</tr>
<tr>
<td>XXVI</td>
<td>Termination and Modification</td>
<td>17</td>
</tr>
<tr>
<td>Appendix &quot;A&quot;</td>
<td></td>
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This is an agreement entered into by and between the Town of Bethel, New York, and hereinafter referred to as the Employer, and Tri County, New York Public Employees Local Union No. 750, Council 66 American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I
RECOGNITION-EMPLOYEES COVERED

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer in the Town of Bethel Highway Department, including Highway Foreman and excluding all other classifications and titles of a clerical, professional, administrative or supervisory nature.

ARTICLE II
AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE III
PAYROLL DEDUCTION OF DUES

The Town agrees that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable and until cancellation or withdrawal of such cards in accordance with the provisions thereof, it will make monthly deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deduction and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within ten (10) days after the last day of the month for which deductions were made. The Union and the employees who sign such dues deductions authorization cards, jointly and severally agree to indemnify and hold the Employer harmless against any claim, loss, liability, and expense.
arising out of or in connection with such dues deduction and the use thereof by the Union.

SECTION 2. AGENCY SHOP

(a) Each employee who, on the effective date of this Agreement, is a member of the Union, shall maintain his membership in the Union for the duration of this Agreement. Each employee hired on or after the execution of this Agreement, shall become a member of the Union thirty (30) days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union for the duration of the Agreement.

(b) Any present or future employee who is not a Union member and who does not make an application for membership, shall pay to the Union each month a service charge for representation of an amount equal to the regular monthly dues, for the duration of this Agreement.

ARTICLE IV
NO STRIKE CLAUSE

SECTION 1. The Union agrees that in pursuance and compliance with the Public Employment Relations Act, it will not authorize, instigate, aid, condone, or engage in any strike, work stoppage, or other action at any time which will impose an obligation to interrupt or interfere with the operation of the function of the Town of Bethel Highway Department.

SECTION 2. The Employer agrees to administer its obligation under the terms of this Agreement in a fair and impartial manner and will not lock-out employees, nor will it do anything to provoke interruptions of or prevent such continuity of performance by said employees.

ARTICLE V
UNION REPRESENTATION

One employee of the Highway Department will be selected as shop steward to represent the employees therein. Such employee shall be permitted a reasonable time from work for the purpose of adjusting grievances within the department.
ARTICLE VI
SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local President and/or his representative and the Town Supervisor when agreed upon by them. Such conferences shall be attended by two (2) representatives of the Union.

ARTICLE VII
GRIEVANCE PROCEDURE

SECTION 1. For purposes of this Agreement, a grievance shall be defined as a dispute or controversy between the parties arising out of the interpretation or application of the terms of this Agreement or the rights claimed to exist thereunder, or a grievance as defined by Section 682, Subdivision 4 of Article 16 of the General Municipal Law.

SECTION 2. The inclusion of reference to Section 682, Subdivision 4 of Article 16 of the General Municipal Law is intended for purposes of defining the term "grievance" only; upon the effective date of this Agreement the only procedure available to employees covered by this Agreement shall be the procedure set forth in Article 7 Section 3 of this Agreement.

SECTION 3. In accordance with the above sections, any grievance or dispute shall be processed as follows:

STEP 1. Within fifteen (15) days of the occurrence of a grievance or dispute any designated representative of the Union with or without the employee shall discuss the grievance or dispute with the Superintendent of Highways. In the event that the grievance or dispute is not resolved within three (3) working days from the date such discussion took place, then,

STEP 2. Within five (5) days after the answer or no answer, the grievance or dispute shall be submitted in writing to the Town Board, or the designated representative, for settlement. The Town Board, or its designated representative shall respond within five (5) working days from the time such grievance or dispute is submitted. If, after ten (10) working days after its submission, the matter is not resolved in writing, then,
STEP 3. The grievance or dispute may be referred by either party to arbitration before an impartial arbitrator selected by mutual agreement between the Employer and the Union. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) calendar days after the referral of such matter to arbitration, then the arbitrator shall be selected from a panel submitted by the New York State Public Employment Relations Board in accordance with established procedure provided by the New York State Public Employment Relations Board. The decision of the Arbitrator shall be binding on both parties, and the fees and expenses for such arbitrator are to be shared equally by the Employer and the Union.

SECTION 4. No arbitrator function under this Article shall have the power to amend, modify or delete any provision of this Agreement.

SECTION 5. The Employer agrees that promptly upon the discharge or discipline of any employee, the designated representative of the Union will be notified and that the Union may process the matter through the steps of the Grievance and Dispute procedures as provided in Section 3 of this Article.

SECTION 6. Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievance, and any grievance which is not appealed to the next step of grievance procedure within the applicable time specified herein shall be considered as settled and shall not be subject to further discussion or appeal.

ARTICLE VIII
SENIORITY

SECTION 1. Any new employee hired, or any employee rehired after a break of continuity of service in the Highway Department, shall be considered a probationary employee for a period of up to six (6) months unless the Town Superintendent deems a lesser probationary period is warranted. Upon the satisfactory completion of the probationary period, such employees shall be entered on the seniority list of the Highway Department, the date of which shall be from his last date of hire, and he will be eligible to receive all benefits provided to regular employees.

SECTION 2. Probationary employees shall be represented by the Union for all matters except discharge or discipline for other than Union activities.
SECTION 3. Seniority shall be accrued from the employee's last date of hire.

SECTION 4. Within ten (10) days after the effective date of this Agreement, a seniority list showing the names of employees and their last date of hire shall be posted by the Employer at the Highway Department building. Such lists shall be updated every six (6) months.

SECTION 5. An employee's seniority shall terminate for the following reasons:
   a. He quits.
   b. He is discharged for cause.
   c. He has not been recalled at the end of one year following layoff.
   d. He fails to report on schedule following a vacation or other authorized leave of absence without giving satisfactory explanation.
   e. He fails to report for work within five (5) days after recall from layoff.
   f. He is absent for three (3) consecutive days without reporting his absence, and has no satisfactory explanation.
   g. He engages in other gainful employment during a leave of absence except where such leave was expressly authorized for that purpose.

SECTION 6. Seniority will govern in all cases of increase or decrease in work force. When it becomes necessary to lay off employees (reduction in work force), all probationary employees shall be laid off first, except that application of this section shall be subject to provisions of the Veteran's Rights Law of the State of New York where applicable.

SECTION 7. In cases where layoff will be for an extended period of time, employees shall be given at least five (5) working days notice of layoff.

SECTION 8. When the work force is increased after a layoff, employees will be recalled according to the order of their seniority. Notice of recall shall be sent to the employee at his last known address by registered mail. If an employee fails to report for work within five (5) days from the date of mailing of such notice, he shall be considered a quit. Recall rights for an employee shall expire one (1) year from date of layoff.
ARTICLE IX
MILITARY LEAVE OF ABSENCE

Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid a maximum of thirty (30) days pay when they are engaged in normal Reserve training periods, provided that proof of service is submitted. If required to serve more than thirty (30) days, the Employer shall grant the employee any additional time required without pay, or shall allow the employee to use compensatory or vacation time.

ARTICLE X
SICK LEAVE

SECTION 1. All employees covered by this Agreement shall accumulated one (1) day Sick Leave for each month of employment to a maximum of twelve (12) days per year.

SECTION 2. The maximum number of Sick Leave accrual days shall be ninety (90) days. Payment for unused sick days upon retirement shall be as follows:

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<td>26 -</td>
<td>100%</td>
</tr>
</tbody>
</table>

SECTION 3. An employee may be absent from duty by reason of illness or disability of himself, or by reason of illness, disability or death in the immediate family or doctor visit that cannot be scheduled except during working hours, and such absence, when taken, shall be charged against the sick leave accrual, if he has not personal leave days to his credit at the time.

SECTION 4. An employee isolated or quarantined because of exposure to a communicable disease, other than in the line of duty, shall for the purpose of this regulation be considered absent because of sick leave and may be granted sick leave with pay during such isolation or quarantine to the extent of his accumulated and unused sick leave time.

SECTION 5. (a) Allowable and allowed sick leave time shall be considered for all purposes as continuous service. In the event of
death, unused sick leave credits shall be paid in cash to the employee's estate. The amount of payment for said credit shall be calculated at the employee's rate of pay on the pay day immediately preceding the employee's separation.

SECTION 6. Where an employee receives compensation under the Workman's Compensation Law on account of disability, he shall elect in writing, whether he desires to have sick leave with pay during the period of disability for which he receives compensation. Such writing must be filed with the Superintendent of Highways and forwarded to the Town Clerk. In the event that he elects to take sick leave with pay during such disability, he shall, for the period of his disability, not exceeding his accumulated and unused sick leave time, be paid the difference between what he received as compensation and his regular rate of pay. The time during which he is so paid shall be deducted from his accumulated and unused sick leave time.

SECTION 7. The Superintendent of Highways may request a physician's certificate for any absence of more than three (3) days. Where illness or disability is of long duration, a physician's certificate may be required for each one-half month of continuous absence. In any case, the Superintendent of Highways may require an examination by a physician, or other evidence that the illness is bonafide, such physician's fee to be paid by the Town.

SECTION 8. The Employer shall provide all employees covered by this Agreement DBL policy at no cost to the employees.

ARTICLE XI
VACATION

SECTION 1. On January 1st of each year, every employee covered by this Agreement who has been continuously employed and on the payroll of the Town of Bethel shall accrue vacation as follows, and shall take the vacation during the following year after accrual.

a. No vacation allowance for an employee working less than nine (9) months in the preceding calendar year.

b. An employee who has been employed continuously for more than
nine (9) months but less than twelve (12) months shall receive five (5) days with pay.

c. An employee who has worked continuously for a period of two (2) years through eight (8) years shall accrue ten (10) days with pay.

d. One additional day of vacation for an employee for each year of continuous employment beyond eight (8) years, to a maximum of twenty (20) days of vacation; thus an employee with nine (9) years of continuous employment is entitled to eleven (11) days of vacation; ten (10) years, twelve (12) days vacation; eleven (11) years, thirteen (13) days vacation; twelve (12) years, fourteen (14) days vacation; thirteen (13) years, fifteen (15) days vacation; fourteen (14) years, sixteen (16) days vacation; fifteen (15) years, seventeen (17) days vacation; sixteen (16) years, eighteen (18) days vacation; seventeen (17) years, nineteen (19) days vacation; eighteen (18) years, twenty (20) days vacation, nineteen (19) years, twenty (20) days vacation; twenty (20) years, twenty (20) days vacation. After twenty years of employment add one (1) extra week of vacation.

SECTION 2. Vacation allowance shall be taken only at a time fixed by the Superintendent of Highways by mutual agreement between the employee and the Superintendent.

SECTION 3. Vacation allowances shall be taken in the calendar year in which the accrual is established, and if not taken in such year, will be forfeited unless the pressure of work in the Highway Department makes it impossible for the employee to take the vacation allowance due such employee. In such case, the vacation period for that year, or any unused portion thereof, shall be added to the vacation allowance to which the employee is entitled during the following year.

SECTION 4. If the regular pay day falls during an employee's vacation, he must make a request within one (1) week before leaving to have his check mailed to him.

SECTION 5. Employees will be paid their current rate based on their regular scheduled pay while on vacation and will receive credit for any benefits provided for in this Agreement.

SECTION 6. Any employee who is laid off, discharged, retired, or separated from service of the Employer for any reason, and has accrued vacation time, shall be compensated for the unused vacation he has accrued at the time of separation and in case of death of such
employee, such payment shall be made to his estate or his beneficiary

ARTICLE XII
GENERAL LEAVE OF ABSENCE/BEREAVEMENT

SECTION 1. PERSONAL LEAVE: Each employee covered by this Agreement shall receive, without loss of pay, five (5) Personal Leave days per year. Personal Leave days not used in the year earned shall be considered forfeited and all rights thereto terminated.

a. Any new employee employed by the Highway Department of the Town of Bethel during the term of this Agreement shall receive one (1) day of Personal Leave every three (3) months to maximum of five (5) days during any one (1) year.

b. Personal Leave Days may be taken in full days, half a day, or in hours, subject to the approval of the Superintendent of Highways, and may be used for religious observance, death in the family, or such other reasons upon mutual agreement between the employee and the Superintendent of Highways after at least one (1) day's notice has been given.

SECTION 2. BEREAVEMENT LEAVE: All employees covered by this Agreement shall be entitled to: Three (3) day of leave, entitled bereavement leave, for the death of any of the following family members: Wife, Parents, Child, Grandparents, Mother-in-Law, Father-in-law, Sister-in-law, Brother in Law Sister and Brother.

SECTION 3. ILLNESS LEAVE: Leave of absence without pay for periods of up to one (1) year will be granted for prolonged illness upon written request to the Employer. Medical proof of fitness to perform his previous duties may be required by the Employer as a condition of re-employment. Extensions of such leave shall be at the discretion of the Employer.

SECTION 4. JURY DUTY LEAVE: When an employee is called for jury duty, that employee shall be paid at his regular hourly rate for the length of jury duty. The employee must sign over to the Town, any per diem received from the State for this time.

ARTICLE XIII
PROTECTIVE DEVICES

The employer shall provide hat raincoat 5 tee shirts and 1 sweatshirt every two years to the employees and it will be the property of the Town of Bethel, Effective January 1, 2001 and every year thereafter a Clothing/Boot allowance of $150.00. Effective January 1, 2002 and every year thereafter a Clothing/Boot allowance of $200.00 payable in the first payroll of the year to all employees of the highway department.
ARTICLE XIV
RETIREMENT

For the length of this Agreement, the Employer shall provide coverage for all employees covered by this Agreement under the New York State Employee's Retirement System as heretofore in effect.

ARTICLE XV
HOSPITALIZATION

The Employer agrees to pay 100% of the premium cost for the present hospitalization and medical coverage for all employees covered by the Agreement and their families—Blue Cross—Blue Shield—Major Medical, New York State Health Insurance Plan.

ARTICLE XVI
EMPLOYEE REPORTS

Within thirty (30) days of the effective date of this Agreement, and for the term of this Agreement, the Superintendent of Highways is required to submit to the Clerk of the Town of Bethel, a report indicating the salary earned, attendance, absences due to vacation allowance, sick leave accrual or personal leave accrual, for each employee of the Highway Department. These reports are to be filed with the Town Clerk at every payroll period and be available for employee inspection.

ARTICLE XVII
WORK WEEK, HOURS AND OVERTIME

SECTION 1. The regular work day shall be eight (8) hours Monday through Thursday and seven and one half (7-1/2) hours on Friday, and the regular work week shall be thirty-nine and one half (39-1/2) hours per week. The regular pay period shall consist of seventy-nine (79) hours.

SECTION 2. All employees covered by this Agreement who are required to work before 7:00 A.M. and/or after 3:30 P.M. Monday through Thursday and after 3:00 P.M. on Friday, shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours so worked. When an employee is called in early in the morning and works all day said employee shall be paid one half (1/2) hour lunch

Meal Ticket One seven dollar ($7.00) meal ticket will be issued to each member of the bargaining unit who works two hours (2) prior to 7: A.M. or two (2) hours overtime past 3:30 P.M. also weekends or holidays, if worked prior to the 12 noon meal. (This only applies to ice and snow control only) (one meal ticket will only be provided per 24 hours)
SECTION 3. All employees who work Saturday and/or Sunday shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours so worked, providing the Employee has worked thirty-nine and one-half (39-1/2) hours regular time the preceding Monday through Friday. Any time charged by the Employee to Article X SICK LEAVE, Article XII GENERAL LEAVE OF ABSENCE/BEREAVEMENT, Personal Leave or Article XI VACATION or any paid holiday under Article XVIII shall be used to compute the thirty-nine and one-half (39-1/2) hours regular time needed for overtime pay for Saturday and/or Sunday work.

Compensatory time:

Compensatory time maybe considered a manor of payment in lieu of premium pay. Employees shall be entitled to select either payment or compensatory time at the appropriate overtime rate, for overtime hours worked, subject to the following conditions:

A) Employee shall be entitled to accrue compensatory time to a maximum of 80 premium hours per year, which converted is 120 hours straight time.

B) This comp. time must be utilized in the year earned, except that time earned in December shall be forwarded to the following year.

C) Employees may utilize 15 days off a year using comp. time in 8 hours increments of straight time.

1) 24 hour notice must be given to the Highway Superintendent

2) The Highway Superintendent has the right to deny the time off if it conflicts with his scheduled work.

3) All Comp time shall be limited to a maximum of three (3) days per month.

D) All compensatory time earned prior to December 1 and not used during that year shall be dispersed to the employee no later than the second pay period in December of that year in which it was accrued and not used.

E) Compensatory days taken off (8 hours) shall be paid at straight time rate.

F) Once an employee has 80 hours comp. time built up, he can no longer add premium time to the comp. time. This also applies if the employee has used any or all of the 80 hours built up.

SECTION 4. No employee shall be sent home during the regular hours of the regular work week for the purpose of avoiding the payment overtime pay.

SECTION 5. Saturday and Sunday work shall be distributed among all Highway Department employees.

SECTION 6. Any employee called for emergency duty in addition to his regular working hours, shall receive not less than two (2) hours pay which shall be computed from the time the employee is called.

Section 7 Hot Meal: During the winter months, an employee plowing snow or working during inclement weather, shall be permitted to stop for a hot meal break when or where possible.

Coffee Breaks: All employees shall be granted a 15 minute coffee in the morning, also a 15 minute coffee break in the afternoon.
ARTICLE XVIII
HOLIDAYS
SECTION 1. (a) Paid holidays at the regular rate shall be:

New Year's Day  Independence Day
Martin Luther King's Birthday  Labor Day
Lincoln's Birthday  Columbus Day
Washington's Birthday  Election Day
Good Friday  Veteran's Day
Memorial Day  Thanksgiving Day
Friday after Thanksgiving /  Christmas Day
One (1) Floating Holiday

SECTION 2. If a holiday falls on an employee's regular day off, then the employee shall be given off another day in lieu of that day.

SECTION 3. If a holiday falls within a vacation period, the employee shall be granted an extra day for the holiday.

SECTION 4. Employees working on a holiday shall receive regular rate of pay, plus pay for the holiday. (For the Friday after Thanksgiving only: If an employee is called into work on that day he will not receive Holiday rate of Pay for that day.)

SECTION 5. If the holiday falls on a Saturday or Sunday the employee shall receive the pay for a regular day of work of eight hours, or compensatory time off in lieu of such day.

SECTION 6. No holiday pay shall be paid when an employee is absent without paid leave before or after any of the holidays listed in Section 1.

ARTICLE XIX
WAGES
SECTION 1. All employees covered by this Agreement shall be paid in accordance with the wage schedule attached as Appendix "A", which shall become affixed thereto as a part of this Agreement.

SECTION 2. Employees shall receive Longevity Service Pay in accordance with the following schedule upon the anniversary date of completion of two (2) years of continuous service, payable on or before December 15th of each year.

Effective January 1, 2001

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Effective January 1, 2002

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<td>16-20 years</td>
<td>$1350.00</td>
</tr>
<tr>
<td>21 years and over</td>
<td>$1550.00</td>
</tr>
</tbody>
</table>

For the purpose of computing the number of years accrued, any employee who has been employed for more than nine (9) months, but less than twelve (12) months shall receive credit for the full year.

**ARTICLE XX
GENERAL PROVISIONS**

**SECTION 1.** The Employer agrees that in the event a contract for work to be performed by private contractor causes the elimination of jobs usually performed by employees covered by this Agreement, every effort will be made to employ such employees affected on other jobs under its jurisdiction.

**SECTION 2.** The Employer agrees to provide a bulletin board in the Highway Department building which may be used for the following notices:

a. Recreational and Social Affairs of the Union
b. Union meetings
c. Report of Union Committees
d. Ruling of policies of the International Union

Notices of announcements shall not contain anything political or controversial or anything reflecting upon the Town or any of its employees. No material, notices or announcements which violate the provisions of this section shall be posted. Any violation of this section shall entitle the Employer to cancel all such rights.

**SECTION 3.** Pay day shall be on Friday every other week.

**SECTION 4.** The Employer agrees that when any vacancy occurs in the Equipment Operator class, or when a new position is created, such jobs shall be filled first from among employees in the Highway Department, provided they meet the qualifications of the job. If more than one employee is determined to be qualified, then the employee with the greater seniority shall be selected.

**SECTION 5. RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

A. Nothing in this Agreement shall be construed as abrogating the authority conferred by law on any elected official of the Town of Bethel or the Superintendent of Highways of the Town of Bethel, or in
any way to reduce or abridge such authority.

B. The rights and responsibilities of the employer include but are not necessarily limited to the following:
   a. To determine the standards of service to be offered by the Town Board and the Superintendent of Highways of the Town of Bethel not inconsistent with the applicable law.
   b. To direct employees of the Highway Department.
   c. To hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge or take disciplinary action against employees.
   d. To discharge any employee who has used a truck owned by the Town of Bethel to store or transport a sealed or open container of any alcoholic beverage.
   e. To relieve employees from duties because of lack of work or for other legitimate reasons.
   f. To maintain the efficiency of government operation entrusted to them.
   g. To determine the methods, means and personnel by which such operations are to be conducted, and to take whatever action may be necessary to carry out the mission of the department, office or agency concerned in a situation of emergency.
   h. Except otherwise may be limited by the express terms of this Agreement.

I. Any person considered for employment shall be a resident in the Town of Bethel for at least five (5) years.

J. Any employee who has been part time for 3 months or more for 5 years in a row, shall be considered a seasonal employee.

A) The seasonal employee will be set at an hour less than a heavy motor equipment salary.

ARTICLE XXI
RECIROCAL RIGHTS

SECTION 1. The Employer recognizes the right of a representative of the Union to appear on behalf of the employees in the bargaining unit set forth herein with respect to salaries, working conditions, grievances and disagreements as to the terms and conditions of this Agreement, and to visit employees in said bargaining unit during normal working hours upon the premises of the Employer, provided there is no interruption of services of the Town of Bethel Highway Department. Such representative of the Union shall also be permitted to appear at public meetings of the Town Board of the Town of Bethel, on behalf of the employees in the said bargaining unit.
SECTION 2. The Employer shall comply with the terms of this Agreement in a manner which will be fair and impartial to all employees in the said bargaining unit, and shall not discriminate against any employee because of race, sex, nationality or creed.

ARTICLE XXII
ENTIRE AGREEMENT

All existing resolutions of the Town Board of the Town of Bethel regarding salaries, fringe benefits, sick leave, personal leave, compensatory time and longevity shall be cancelled upon the execution of this Agreement, and it is the intention that the terms and provisions herein contained constitute the entire agreement between the parties, and shall supersede all previous communications, representations or Agreements, either verbal or written between the parties hereto with respect to the subject matter hereof.

ARTICLE XXIII
SAVINGS CLAUSE

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

ARTICLE XXIV
WAIVER CLAUSE

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
ARTICLE XXV

NOTICE IS PROVIDED BY SECTION 204A OF THE CIVIL SERVICE LAW AS AMENDED. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXVI
TERMINATION AND MODIFICATIONS

This Agreement shall become effective as of the 1st day of January, 2001 and continue in full force and effect until the 31st day of December 2002. This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the termination date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred fifty (150) days prior to the termination date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not later than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.
IN WITNESS WHEREOF, the parties hereto have set forth their hands this ___ day of ___ , 200___.

For Local 750, Council 66 of the American Federation of State, County and Municipal Employees, AFL-CIO

[Signature]
President

[Signature]
N.Y. Council 66 Representative

[Signature]
Steward

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For Town of Bethel

[Signature]
Supervisor

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Notary Public, State of New York

[Signature]
RITA J. SHEEHAN
Sullivan County Clerk's #33
Commission Expires July 5, 2003

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Notary Public, State of New York

[Signature]
RITA J. SHEEHAN
Sullivan County Clerk's #2215
Commission Expires July 5, 2002
APPENDIX "A"

Employee shall be compensated in accordance with the following schedule effective January 1, 2001

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$14.98</td>
</tr>
<tr>
<td>Motor Equipment Operator</td>
<td>$16.80</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$17.00</td>
</tr>
<tr>
<td>Heavy Motor Equipment Operator</td>
<td>$17.00</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>$17.89</td>
</tr>
<tr>
<td>Seasonal Worker</td>
<td>$16.00</td>
</tr>
<tr>
<td>Part time worker</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

Employee shall be compensated in accordance with the following schedule effective January 1, 2002

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laborer</td>
<td>$15.43</td>
</tr>
<tr>
<td>Motor Equipment Operator</td>
<td>$17.30</td>
</tr>
<tr>
<td>Mechanic</td>
<td>$17.51</td>
</tr>
<tr>
<td>Heavy Motor Equipment Operator</td>
<td>$17.51</td>
</tr>
<tr>
<td>Working Foreman</td>
<td>$18.43</td>
</tr>
<tr>
<td>Seasonal Worker</td>
<td>$16.00</td>
</tr>
<tr>
<td>Part time worker</td>
<td>$12.00</td>
</tr>
</tbody>
</table>

The starting wage for all new hires after January 1, 1997 shall be two dollars ($2.00) less than the above rate for all classifications and will be increased by one dollar ($1.00) per hour on his first anniversary date of hire and an additional one dollar ($1.00) on his second anniversary. Thus bringing him up to scale.

Snow Emergency Help Overtime:

Snow emergency help will be paid overtime rate of pay after they have completed thirty nine and one half (39 1/2) hours of work in any one (1) week, at the same rate of pay as the seasonal worker.

A part time employee salary will be set at $12.00 per hour, this does not apply to a new hire who was hired for full time consideration. The starting wage for all new hirers will remain $2.00 less than the above rate for all classifications.
Seasonal Worker

Any employee who has been part time for 3 months in a year for 5 consecutive years.

1) will pay union dues.
2) will get 1 sick day a month
3) will get 1 personal day after 3 months employment
4) will get same paid holidays as full time while employed.
5) will get OT rate of time and a half after 39 ½ hours of straight time.
6) will be entitled to meal tickets same as full time.
7) will get 1 safety sweatshirt every 2 years
8) will not have any seniority except will be hired in the winter months before any part time employee. Also will be asked first for full time employment when an opening is available.
9) will not be called to work O.T. until all full time employees have the option of working such call out.
Part Time Employee

A person hired to fill in, temporarily build work force

Pay rate $12.00 – no overtime

1) 39 ½ hours a week maximum
2) will pay union dues
3) will not get paid sick days
4) will not get paid holidays or personal days
5) will not work more than 6 months in one year
6) will not be called to work before any full time employee (work can't be taken away from full time employee at any time.)