Harrietstown, Town of and Town of Harrietstown Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 687 (2014)

Employer Name: Harrietstown, Town of

Union: Town of Harrietstown Highway Department Unit, International Brotherhood of Teamsters (IBT)

Local: 687

Effective Date: 01/01/2014

Expiration Date: 12/31/2016

PERB ID Number: 8865

Unit Size: 

Number of Pages: 21
COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF HARRIETSTOWN

and the

TEAMSTERS LOCAL 687

(HIGHWAY UNIT)

January 1, 2014 – December 31, 2016
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<td>7</td>
</tr>
</tbody>
</table>
This agreement made this 21st day of November, 2013 by and between the TOWN OF HARRIETSTOWN, 39 Main Street, Saranac Lake, New York 12983 (hereinafter called the "Employer" or the "Town") and TEAMSTERS LOCAL 687, affiliated with the International Brotherhood of Teamsters, (hereinafter called the "Union").

ARTICLE 1 RECOGNITION

1.1: The Employer recognizes Teamsters Local 687 as the exclusive bargaining agent for the following positions of employment in the Town of Harrietstown in the Departments indicated.

1.2: In the Highway Department: Motor Equipment Operator (MEO); Mechanic; and, Laborer.

ARTICLE 2 SAVINGS AND SEPARABILITY CLAUSES

2.2: If any provision of this Agreement is found to be illegal, the rest of the Agreement shall continue in effect.

ARTICLE 3 UNION SECURITY

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

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

ARTICLE 4 INSPECTION PRIVILEGES

4.1: The assigned business agent may have access to the Employer's property during working hours only for the purpose of conducting Union business related to the Union's representational status. The business agent shall notify the Town Supervisor two hours in advance of any visit and shall check in with the appropriate department head. The business agent shall not interrupt the employee's work schedule but may meet with bargaining unit employees during non-work times and in designated non-work location.
ARTICLE 5  MANAGEMENT RIGHTS

5.1: There are no provisions in this Agreement that shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers and authority which the Employer had prior to the effective date of this contract unless and only to the extent that provisions of this Agreement specifically curtail or limit such rights, powers, and authority. The Union recognizes that the Employer's rights, powers and authority include but are not limited to the right to manage its operation, direct, select, decrease, and increase the work force, including hiring, promotion, demotion, transfer, suspension, discharge or lay-off, the right to make all plans and decisions on all matters involving its operation, the extent to which the facilities of any department thereof shall be operated, additions thereto, replacements, curtailments or transfers thereof, removal of equipment, outside purchases or products or services, the scheduling of operations, means and processes of operations, the materials to be used, and the right to introduce new and improved methods and facilities and to change existing methods and facilities, to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change production standards, determine the qualifications of employees, regulate quality and quantity of production and to run the Town efficiently.

5.2: The Union, therefore, agrees that it and the employees will wholeheartedly cooperate with the Employer to assure that each employee performs a fair day's work.

ARTICLE 6  BULLETIN BOARDS

6.1: The Employer will provide a bulletin board in the Highway Department garage for the posting of official Union notices by the Shop Steward. Any notices must first be approved by the Department Head. No derogatory or embarrassing material shall be posted.

ARTICLE 7  SENIORITY

7.1 Seniority Definition: Seniority employment in a given job classification. An employee shall hold no seniority during their probationary period. After successful completion of their probationary period, an employee's seniority shall be computed from their first day of work in their job classification.

7.2 Layoff: Employees shall be laid off due to lack of work or a reduction in force, based upon seniority, i.e. the least senior employee in the job classification affected shall be laid off first. (However, probationary employee in the same job classification shall be laid off before any employee with seniority is laid off.)

7.3 Seniority List: The Employer shall furnish the Union a seniority list by job classification each January 1. If the Union does not object to the list within 10 days it shall be considered final and complete.

7.4 Leave of Absence: Upon written request, the Employer may grant a leave of absence for up to 90 days. The leave shall have a definite starting time and ending time. The employee shall be granted the first available position in his/her classification at the end of the leave. Failure to report back from leave within 5 work days shall be considered a resignation.
7.5 Promotional Positions/Other Positions: An employee may leave the bargaining unit and serve in another job in the Town for up to 90 days and return to the bargaining unit without loss of seniority.

7.6 Seasonal Employees: Seasonal employees are not members of this bargaining unit. However, the Employer agrees not to lay off any worker in the classifications covered by this Agreement through the use of seasonal employees.

7.7 Seniority Accrual: An employee who is absent and does not work his regular schedule for any reason for a 30 calendar day period shall thereafter cease accruing seniority until the employee returns to work. However, this provision shall not apply to an employee on an approved leave of absence.

ARTICLE 8 JOB STEWARDS

8.1 The Union shall designate an official Shop Steward and one alternate to act in the absence of the Steward within the Highway Department who shall have the authority to settle grievances and other issues. No Steward or alternate will be recognized by the Town until notification in writing has been received by the Town Supervisor.

8.2 Any employee who participates in an unauthorized work stoppage, slowdown, or other illegal acts is subject to disciplinary action.

ARTICLE 9 DISCIPLINARY ACTION

9.1: The Employer shall have the right to, reprimand, discipline, suspend or discharge an employee for just cause. The Union Shop Steward shall receive a copy of any notice of suspension or discharge that is given an employee within 5 work days.

9.2: An employee who is discharged shall be paid any accrued wages and accrued vacation time.

9.3: Employees disciplined under this Article are subject to the grievance procedure for resolution.

ARTICLE 10 EXAMINATIONS

10.1: Employee Examinations: Employees shall comply with any Employer order to take a physical examination, mental examination, or any other examination required by a government body. Failure to comply with the order shall be considered insubordination and grounds for dismissal. If the Town of Harrietstown orders the examination, the Town shall pay for the examination at an examiner of the Town's choice.
10.2 Examinations:

1. Successful applicants for employment will be required as a condition of employment to take a medical examination to establish their fitness to perform the position for which they have applied. This includes Drug and Alcohol testing per DOT and Town of Harrietstown.

2. All employees may be required to have a medical examination when an employee is exposed to toxic or unhealthful conditions or requests an accommodation for a disability.

3. Employees who need to use prescription or non-prescription legal drugs while at work must report this requirement to the Department Head if the use might impair their ability to perform the job safely and effectively.

4. When a former employee accepts re-employment, the Town may require a physical examination and Drug and Alcohol testing.

5. Any employee refusing to take required physicals and random drug and alcohol testing shall be considered insubordination and grounds for discipline; up to and including dismissal.

6. Employees who become ill on the job or suffer any work-connected injury, no matter how minor, must report immediately to their Department Head. The Department Head will record the incident as necessary and arrange transportation to a treatment facility as needed. Time spent by an employee in waiting for and receiving this medical attention will be considered hours for pay purposes.

7. Employees returning from a disability leave or an absence caused by health problems may be required to provide a doctor's certification of their ability to perform their regular work satisfactorily without endangering themselves or their fellow employees.

8. Medical examinations required by the Town will be paid for by the Town and will be performed by a physician or licensed medical facility designated or approved by the Town. Medical examinations paid for by the Town are the property of the Town, and the examination records will be treated as confidential and kept in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, or the employee's doctor.

ARTICLE 11 MUTUAL INTEREST

11.1: The Union, as well as the employee members thereof, agrees that they will at all time further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 12 DECLARATION OF NO STRIKE POLICY

12.1: In consideration of the recognition by the Employer of the Union as the sole and exclusive representative of the employees in the bargaining unit, the Union hereby affirms that it does not assert the right to strike against the Employer nor will it assist in, or participate in, any such strike by the employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike or concerted refusal to work.
ARTICLE 13  DEADLOCKS IN COLLECTIVE BARGAINING

13.1  Start of Negotiations: The parties agree to commence negotiations on a successor Agreement to this Agreement within 90 days prior to the expiration of this Agreement.

13.2  Impasse Procedures: Any impasse in negotiations shall be governed by the procedures of the NYS PERB.

ARTICLE 14  DEFECTIVE EQUIPMENT

14.1: The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating conditions as determined by the Highway Superintendent or not equipped with the safety appliances prescribed by law.

14.2: The Highway Superintendent agrees to implement a highway equipment deficiency report procedure.

ARTICLE 15  VIOLATION OF TOWN RULES

15.1: The Employer agrees to provide the Steward with a copy of the disciplinary action taken against a permanent employee involving a written reprimand by Town Board, suspension or termination. The written copy shall specify the reason for the action.

ARTICLE 16  HOLIDAYS

16.1  Number of Holidays: Following are the holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday (½ day)
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Day after Christmas

The Employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent due to industrial accident for which the employee received workmen compensation or excused for personal time or vacation time, in order to be paid for the holiday.

16.2  Holiday Pay: Full-time employees who work a paid holiday shall be paid at the rate of one and one-half times the regular rate of pay for such holiday work, in addition to the holiday pay. There will be no paid time off granted for working the holiday.
ARTICLE 17    VACATIONS

17.1: Full-time employees who regularly work 8 hours per day and 40 hours per week shall be entitled to the following amount of annual paid vacation:

<table>
<thead>
<tr>
<th>Employment Duration</th>
<th>Hours</th>
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</thead>
<tbody>
<tr>
<td>After one year of full-time employment</td>
<td>40</td>
</tr>
<tr>
<td>After two years but less than five years</td>
<td>80</td>
</tr>
<tr>
<td>After five years of full-time employment</td>
<td>120</td>
</tr>
<tr>
<td>After ten years of full-time employment</td>
<td>160</td>
</tr>
<tr>
<td>After twenty years of full-time employment</td>
<td>200</td>
</tr>
</tbody>
</table>

17.2: An earned vacation day is equal to the number of hours in the employee's regular work day.

17.3: Vacation shall be taken in the year earned. However, employees may carry five vacation days over into the next year.

17.4: A vacation schedule shall be posted on the Highway bulletin board. Employees will be responsible to post their vacation time in advance for scheduling purposes by January 31 of each year. However, vacations may be changed with prior approval of the Highway Superintendent. In cases of vacation scheduling dispute, seniority shall prevail. However, the Highway Superintendent may limit the number of employees on vacation at the Highway Department to one person due to work load.

All Highway Department employees shall take one week of vacation the week of July 4th each year unless the schedule does not allow it, but shall be scheduled as close to this week as is practical.

17.5: Vacations will ordinarily be taken in five day segments. However, vacations may be taken one day at a time in emergency situations upon written approval of the Department Head with 24 hours notice.

An employee may take a vacation during the months of November through April with the permission of the Highway Superintendent.

17.6: An employee shall not be required to work while on vacation except in an emergency situation. An employee who is required to work on his or her duly scheduled and approved vacation day or days shall be compensated at one and one-half times the normal rate of pay, or at the employee's option, work at the regular rate of pay and save the vacation day.

An employee who is on vacation during the winter months of November through April may be called to work in the case of an extreme emergency.

17.7: Any employee who is laid off, retired or separated from service of the Town for any reason prior to taking his vacation, shall be compensated by check for the unused vacation he has accumulated at the time of separation at the employee's current rate of pay.

17.8: In the event of the employee's death; his or her beneficiary shall be entitled to all accumulated vacation leave.
ARTICLE 18  FUNERAL LEAVE

18.1: In the event of a death of a full-time employee's immediate family member, the employee may take a paid leave for up to three consecutive workdays from the employee's regularly scheduled work. Such leave will not be subtracted from any of the employee's leave credits. An employee must notify the employee's Supervisor immediately regarding a request to take bereavement leave.

18.2: An employee may use accrued personal leave, vacation leave, or sick leave credits to extend a bereavement leave. The request must be submitted, in writing, to the Highway Superintendent at least two workdays in advance. The Town Supervisor will have total discretion in the approval of an employee's extended bereavement leave.

ARTICLE 19  SICK LEAVE

19.1: Full-time employees shall accrue 8 hours of sick leave time per month worked. An employee, who works less than 50% of their scheduled full time assignment in a month, shall not accrue sick leave for the month. Employees may accumulate up to 150 (1200 hours) unused sick leave days.

19.2: The Employer shall have the right to request that the employee furnish a doctor's certificate after three days absence. Failure to furnish the doctor's certificate as requested shall result in a loss of pay for the days in question.

19.3: With prior approval of the Department Head, employees may use up to five days per year of their earned sick leave for injury or illness of a spouse or child. This will be coded as such on the submitted leave statement.

ARTICLE 20  PERSONAL LEAVE

20.1: Employees shall be allowed five personal leave days per year with advance approval of their department head. Personal leave is non-accumulative.

ARTICLE 21  JURY DUTY LEAVE

21.1: The Town shall pay an employee the employee's regular pay while the employee is on jury duty. The employee shall turn into the Town the jury duty pay. [Note: see Article 30, below]
ARTICLE 22  UNIFORMS, BOOTS AND GLOVES

22.1: The Town shall provide and purchase for the Highway union employees; uniforms to include; shirts, trousers, coveralls, winter coat, respirators protection (as needed), hearing protection, eye protection (safety glasses), rubber boots, work gloves and any safety related items mandated by OSHA or Highway Regulation. Where any of the above items have been previously issued, they will be provided on a one for one replacement basis as needed. Highway employees agree to wear and use the above protective clothing and devices for their work environment.

22.2: The Town agrees to provide all Highway and Highway Mechanic Employees with a complete initial issue of the below listed clothing, to include any new employee after successfully completing his/her six month probation period. After the initial issue of clothing the Town will provide a yearly allowance of $250 for each employee that can be used to purchase the below listed items. The Town understands and realizes that the yearly clothing allowance will have to be adjusted periodically due to increased costs. All clothing will be purchased through a vendor of the Town’s choice, currently through IBC in Malone, New York using the voucher system. There will be no exchange of monies between the Town and Employees, employees will receive a voucher from their Department Head to be taken to the purchase location for yearly clothing issue. Employees will select clothing issue from a predetermined list, (list to be provided by employer), of issue clothing agreed upon between the Union, Highway Superintendent and the Town, to include colors and styles.

List As Follows: 1 medium weight bib-overall, 1 light weight coveralls, 1 winter artic coat, 1 summer mid weight jacket, 5 tee shirts, 5 sweat shirts, 6 denim jeans, 1 waterproof rain suit, rubber boots, work gloves and 1 equipment duffle bag. Also included will be hearing protection, eye protection to include prescription safety glasses, safety vests and other safety related items prescribed by OSHA or DOT Regulations.

Where any of the above items have been issued, they will be provided on a one for one replacement basis as needed. Highway employees agree to wear and use the above protective clothing and devices for their work environment.

22.3: The Town shall reimburse all employees covered under this Agreement up to a maximum of Two Hundred And Fifty Dollars ($250) per year for ankle high or above work boots. The employee will choose the boot he/she desires and must provide proof of purchase (sales receipt stating boot meets ANSI 75 lb. safety toe test standard). The employee has the right to purchase his/her safety boots at any location he/she desires. In the event the employee decides to purchase their safety boots in a location other than IBC in Malone, NY; he/she must provide proof of purchase and pay for the boots themselves and will fill out a Town Voucher and turn in voucher, proof of purchase, proof of safety toe 75 lb ANSI test to their Department Head for approval; to be forwarded to the Town Offices for payment processing. In the event the employee decides to purchase their safety boots from IBC in Malone, NY, they will use the voucher system provided by the employer. The Town reserves the right not to pay for any work boot not meeting the ANSI 75 lb. toe standard test.

All Highway employees will be required to wear safety toe boots, ankle high or above. Safety glasses with side shields (can be detachable) while in out of doors environment or any hazardous working environment and visible hearing protection in any loud noise situation.
ARTICLE 23   HEALTH INSURANCE

23.1 Health Plan: The Town, will provide the New York State Teamsters Council Health & Hospital Fund Plan Insurance for all employees of the Highway Department covered under this agreement.

23.2 Premium: For an employee hired before January 1, 2000, The Town will pay 100% of the premium for all bargaining unit members for single or family coverage.

Any full-time employee hired on or after January 1, 2000 but before January 1, 2014 will receive individual coverage but must pay 20% of the difference between the cost of the premiums (listed below – does not include deductible or co-insurance) for individual coverage and any other coverage selected on a yearly basis. The employee’s contribution to the premium will be deducted from the employee’s regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

For any full-time employee hired on or after January 1, 2014, the Town will pay eighty seven percent (87%) of the monthly premium (listed below – does not include deductible or co-insurance) for individual coverage, two-person coverage, or family coverage, as the case may be, and the employee will pay the remaining thirteen percent. The employee’s contribution to the premium will be deducted from the employee’s regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

<table>
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<th>2015</th>
<th>2016</th>
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<td>Single</td>
<td>$475.54/month</td>
<td>$485.03/month</td>
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<td>2-person</td>
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<td>Family</td>
<td>$1208.45/month</td>
<td>$1232.49/month</td>
<td>$1281.8/month</td>
</tr>
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The Town will fund the HRA to cover the full deductible and co-insurance as follows: $3600 per year for a single plan and $7200 per year for a 2-person plan or family plan, as the case may be. This will be funded in monthly installments.

23.3 Participation Agreement: The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund.

The health insurance coverage shall be HRA Medical/Prescription Plan, Dental Plan-Option 1, Vision Plan, Disability – Option 1, Life/ADD – Option, and the Legal plan.

At the end of the duration of this contract, the Town has the option of renewing with the Teamsters Health and Hospital Fund either the component or composite plan; whichever is advantageous financially.
In the event that New York State and/or the Federal Government changes the rules and regulations and mandates that employers must participate in new or different health-care coverage for employees, the Employer shall have the right to change the insurance carrier and/or offer alternative plan(s) in place of the current plan provided that the alternate plan’s benefit structure is equal to or better than the current plan. The Employer agrees to negotiate any such change with the Union prior to the alternate plan being accepted or implemented.

23.4 Part-Time Employees: Part-time employees shall not receive any health insurance coverage that is paid for by the Town. However, part-time employees may pay the premiums and gain coverage, provided they are permitted to do so under the rules and regulations of the insurance carrier.

ARTICLE 24 PENSION AND RETIREMENT

24.1: The Employer shall continue the current Retirement plan, subject to the rules and regulations of the NYS Employees Retirement System.

ARTICLE 25 WAGES AND WORK RELATED PROVISIONS

25.1 Pay Period: The payroll week is the seven day period between Wednesday and Tuesday inclusive.

25.2 Work Day: The normal work day for employees shall consist of those hours predetermined by the Highway Superintendent depending on the time of the year and needs of the Town of Harrietstown. These hours will be either five days per week (eight hours per day) or four days per week (10 hours per day). Employees working an eight-hour schedule shall receive eight hours of straight time pay at their regular rate. Employees working a ten-hour schedule shall receive ten hours of straight time pay at their regular rate. Both schedules will include a 30-minute paid lunch period.

Employees working a ten-hour day will have their vacation, personal leave, and sick leave converted to their hour equivalent and charged leave as such on official Town records.

25.3 Work Week: The normal work week for full-time employees shall consist of 40 hours of work to include a 30-minute paid lunch period per day.

25.4 Work Schedules: The Town Board shall have the right to change the present working schedules whenever it deems necessary. However, the Town Board will provide a one week notice for any permanent change in an employee’s work schedule.

25.5 Call-Back: Effective January 1, 2004, an employee who has left work after his/her regular shift and who is called back to work shall be given a minimum of two hours work. If agreed to by the employee and the employee’s supervisor, the employee may work less than the two hours and be paid for the time actually worked.

However, if the call back is less than two hours before the employee’s regular shift, or a continuation of the employee’s regular shift, then the two hour minimum shall not apply and the employee will be paid for the time actually worked.
25.6 Overtime: Overtime shall be paid pursuant to the requirements of the Fair Labor Standards Act in Local governments.

Prearranged Overtime Work -- In the event that an employee is asked to work overtime while at work for that day or another day (scheduled or rescheduled); it shall be considered prearranged. The employee will receive time and one-half for hours actually worked and the call out provision shall not apply.

Employees have the option of being paid overtime or accruing compensatory time or “comp. time”. One hour of overtime will equal one hour of comp time. Comp time is to be used with the approval of the Highway Superintendent. Employees may not carry more than 40 hours of comp time at any one time.

25.7 Time Worked Records: The employer may establish any record keeping system it sees fit to keep track of an employee's number of work hours including time clocks.

25.8 Wages: The schedule below will be the applicable schedule for the period January 1, 2014 through December 31, 2016, which reflects an increase of 1.7% on January 1, 2014, an increase of $0.36 on January 1, 2015, and an increase of $0.38 on January 1, 2016.

<table>
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<th>1-1-2014</th>
<th>1-1-2015</th>
<th>1-1-2016</th>
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<tr>
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<td>$20.57</td>
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<tr>
<td>MEO</td>
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<tr>
<td>Laborer</td>
<td>$15.03</td>
<td>$15.39</td>
<td>$15.77</td>
</tr>
</tbody>
</table>

In consideration of the change in the medical insurance plan, each employee will receive a one-time, lump sum payment of five hundred dollars. Payment will be made in the first payroll period of 2014.

25.9 Computation of Paid Leave: For the purpose of vacation leave, holiday leave, sick leave, personal leave, bereavement leave, jury duty and civic duty, all time used by the employee will be administratively recorded based on the number of hours in the employee’s regular work day (either eight or ten hours per day depending on the time of the year).

25.10 New Hires: Any new full-time employee hired on or after January 1, 2005 will be paid three dollars ($3.00) per hour less than the current MEO rate, and increasing the rate of pay by $.75 per hour on the new hire's anniversary date and also increasing the wages of the new hire at the same time that all other MEO's receive their negotiated raises effective January 1 of each contract year, until new hire reaches same wage scale as current MEO's.
25.11 Mechanic: The position of mechanic shall be a separate department from the Highway Department and shall be under the direct control of the Town Supervisor or his designate. The mechanic shall be a member of the bargaining unit and shall have all of the rights and benefits of the Labor Agreement. The position of mechanic is shared between the Highway Department, the Adirondack Regional Airport or as directed by the Town Supervisor or his designate. The Highway Superintendent may use the mechanic in an emergency situation or if a highway employee is on sick leave, personal leave, or vacation with the approval of the Town Supervisor or his designate only.

Any new full-time mechanic hired on or after March 1, 2011 will be paid three dollars ($3.00) per hour less than the current Mechanic rate, and increasing the rate of pay by $.75 per hour on the new hire’s anniversary date and also increasing the wages of the new hire at the same time that all other mechanics receive their negotiated raises effective January 1 of each contract year, until new hire reaches same wage scale as current mechanic.

ARTICLE 26 DISCIPLINE / GRIEVANCE PROCEDURE

26.1: A grievance shall be any matter involving the interpretation of this contract and shall be subject to the following procedures:

Step 1: A grievance shall first be raised by the employee with or without union representation, to the Highway Superintendent and Highway Committee Chairman. The grievance must be submitted, in writing or verbally, within seven working days following knowledge of the event(s) which caused the grievance or when the employee should have had knowledge. A review of the grievance shall be held and a written reply given seven working days from the time of initial presentation.

Step 2: A grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his/her union representative, and submitted to the Union’s Business Agent for his/her review within seven working days from receiving Step 1 response. At this Step, the grievance must specify the nature of the grievance, the provision of the Union contract that was allegedly violated, and a statement of facts, time(s) and date(s), individuals involved, and the remedy sought. The Business Agent shall determine if the grievance is proper under the provisions of this grievance procedure and shall within fifteen days following the receipt of the written grievance respond in writing to the aggrieved employee. If the Business Agent determines that the grievance is proper, the employee shall submit the grievance to the Personnel Committee within seven working days from receiving the Business Agent’s response. Within fifteen working days following the receipt of the written grievance, the Personnel Committee shall reply in writing to the aggrieved employee, with a copy to the Union representative and the Business Agent.

Step 3: If the grievance is not resolved in Step 2, the grievance may be appealed in writing to the Town Board within seven working days from receiving the Step 2 response. The Town Board will review the grievance at their next scheduled board meeting, provided that sufficient time is given to the Town Clerk to place the item on the agenda. If such is not the case, the grievance shall be placed on the agenda for the next scheduled Town Board meeting. Within fifteen working days after the employee has met with the Town Board, the Town will issue a written response, which shall be given to the employee, the union representative, and the Business Agent. An individual employee will not have the right to pursue the grievance to Step 3 or beyond without the involvement of the Union Representative and the Business Agent.
Step 4: If no satisfactory settlement is made in Step 3, then the Union has thirty (calendar days after receipt of the Step 3 Response to submit the matter in writing (copy to the Town Board) to the New York State Public Employee Relations Board. The hearing shall be held, if possible, during working hours. The Town and the Union shall share the fees and expense of the Arbitrator equally. The Arbitrator’s response shall be final and binding on both the Town and the Union for the grievance issue at hand.

26.2: If the parties of this Agreement mutually agree, time limits at each step of the grievance procedure may be waived and steps of the grievance procedure may be waived.

26.3: Any settlement between the Town and the Union at any Step of the Grievance Procedure shall not be precedent setting or binding on the Town or the Union on future grievances unless agreed upon by both the Town and the Union.

26.4 Grievance Form: Grievances will be presented on a proper form provided by the Town. (Appendix A). Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

26.5 Group Grievance: A grievance involving the same basis allegation by more than one employee or a grievance by the Union may be presented by the Union directly at Step 1 of this grievance procedure.

ARTICLE 27 TAYLOR LAW REQUIREMENT

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 28 EMPLOYEE HANDBOOK

28.1: Items covered in the employee handbook are the Town policy unless they have been addressed by contract language in this agreement.

ARTICLE 29 EMPLOYEE EVALUATIONS/ MERIT SYSTEM

29.1 Evaluations: The Town reserves the right to evaluate its employees. The purpose of the Employee Evaluation is to ensure that both the Town and Employee are in tune to each others needs. Evaluations will express in writing not only those areas needing improvements; but areas where the employee excels in the performance of his duties. Job performance evaluations are intended to be based upon the competency and performance of the employees while undertaking the tasks of their regular job.

29.2 Merit System: The Town has agreed to work with the Union to develop a merit system to recognize outstanding or above average performance, based on an employee’s individual achievements, provided it is not implemented until both parties feel it can be done in a fair and equitable manner.
ARTICLE 30 JURY DUTY

30.1 Jury Leave: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid jury leave. Such leave will not be subtracted from any of the employee’s leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee’s full salary during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty. (The employee is not entitled to Jury Duty Stipend.)

30.2 Notification of Jury Duty: When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee’s Department Head.

30.3 Return to Duty: In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee’s scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

30.4 Accrual of Benefits: Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

ARTICLE 31 CDL LICENSE

31.1: Upon successful completion of all written and road testing for Class A or B CDL Drivers License, the Town will pay for the difference between regular passengers license and Class A or B CDL license to include the costs of the successful written and road test. Further, upon renewal of said Class A or B CDL license, the Town will continue to pay for the difference in licenses between passengers and Class A or B licenses. To be eligible for this benefit, the employee must submit written receipt for incurred costs and a photo copy of any new Class A or B CDL license to their Department Head for processing.

31.2: Any employee, who doesn’t remain in the Town employ for a period of one year after said payment, will reimburse the Town for the full benefit costs.

31.3: The Town agrees to allow any new employee the opportunity to practice their driving skills, when time allows, with the approval of the Department Head.

ARTICLE 32 EYEGLASS REPLACEMENT

32.1: An employee whose glasses are broken on the job through no negligence of the employee shall be entitled to a replacement allowance not to exceed $300.00 per year. The replacement eyeglasses must be safety glass shields. Incident reports must be filed and replacement approved in advance by the Department Head. In addition, a voucher and receipt must be provided prior to reimbursement.
ARTICLE 33   CIVIC DUTY

33.1: Employees required by law to appear before a Court as a witness to an accident or a crime while on official duty and in which they are not personally involved as a plaintiff or defendants shall be granted leave with pay for the period necessary, provided that the employee is under the order of a Court-issued subpoena for such appearance and a copy of said subpoena is provided to the Town, prior to the taking such leave.

ARTICLE 34   ON CALL PROVISIONS

34.1: The Town will pay each full time Highway Employee, sixty dollars ($60) per month for the period between November 1 through April 3. To be eligible for this stipend, the following conditions must be met:

a. Employee must respond within 30 minutes;

b. Be restricted from consuming any alcohol or using any substances which would impair their ability to operate equipment or vehicles; and,

c. Any employee not meeting any of the above conditions; the Town of Harrietstown reserves the right to cancel this stipend for that employee, only for that month.

34.2: The appointed Deputy Highway Superintendent will be on call year-round at the amount as follows: $360.00.

ARTICLE 35   SAFETY COMMITTEE

35.1: The Steward shall be a member, with all rights and powers of a committee member, of a safety committee established by the Town Board and to operate pursuant to authorized municipal procedures.

35.2: The Shop Steward will designate in writing an alternate employee safety representative to represent the employees, should the steward be unavailable for any reason.
ARTICLE 36  DURATION OF CONTRACT

36.1: This Agreement shall continue in full force and effect from January 1, 2014 to December 31, 2016 and thereafter from year to year, unless either party seeks its modification by giving a ninety-day notice in writing to the other party prior to any termination date.

ARTICLE 37  EXECUTION OF AGREEMENT

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN of HARRIETSTOWN                      TEAMSTERS LOCAL 687

________________________________________  __________________________________________
Robert T. Bevilacqua                        Mickey Smith
Town Supervisor                            Business Agent

________________________________________  __________________________________________
Date                                      Date

________________________________________  __________________________________________
Michael A. Richardson                      Eugene Strack
Labor Relations Consultant                 Union Steward

________________________________________  __________________________________________
Date                                      Date