

Labor Agreement

Between
Teamster Local 317
And
The Town of Dryden

January 1, 2019 through December 31, 2022

Collective Bargaining Agreement
Town of Dryden, New York

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Collective Bargaining Agreement
Town of Dryden, New York

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ARTICLE 1 – AGREEMENT/RECOGNITION/DEFINITIONS

1.1 This Collective Bargaining Agreement (hereinafter “Agreement”) is made by and between TEAMSTERS LOCAL 317 affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18 (hereinafter “Union”), and THE TOWN OF DRYDEN, New York (hereinafter “Town” or “Employer”).

1.2 The Employer recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees, except casual employees, of the Town Highway Department and Department of Public Works including laborers, mechanics, maintenance workers, heavy equipment operators, motor equipment operators, and all other employees who regularly perform such work. All other employees are excluded from this Agreement.

ARTICLE 2 – SAVINGS AND SEPARABILITY

2.1 If any Article or Section of this Agreement, or any supplements or riders hereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any Riders hereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2.2 If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving as a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 3 – EMPLOYEE ORGANIZATION RIGHTS

SECTION 1 – UNION SECURITY

3.1.1 Employees have the right to join, not join, maintain or discontinue their membership in the Union. All employees who are employed by the Employer in the recognized unit shall have Teamsters Local 317 as their bargaining representative for the purposes of negotiating and enforcing the contract regardless of whether or not they are members of the Union. Employees who join the Union and remain members in good standing shall enjoy the full benefits of Union membership. Employees who are members of the Union are required to pay Union dues. For present employees, payment of Union dues shall commence no later than thirty (30) days following the effective date of execution of this Agreement, whichever is later. For new employees, the payment shall start no later than thirty (30) days following the date of employment.

3.1.2 The union shall rebate to employees who are not members of the Union, upon written request, sums not involved in bargaining or grievance services.

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3.1.3 When the Employer needs additional personnel, the Union shall be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union. It is understood that the Employer shall give consideration to residents of the Town of Dryden.

SECTION 2 – DUES AND OTHER DEDUCTIONS

3.2.1 Dues Check-off: The Employer agrees to deduct from the pay of all employees who join the Union and complete the dues check-off form the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, or within thirty (30) days, whichever is earlier.

3.2.2 The Union shall certify to the Employer each month in writing a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, or uniform assessments owed and to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first two (2) pay checks of each month following receipt of statement of certification and dues check-off form and remit to the Union in one lump sum.

3.2.3 The Employer shall notify the Union of the names of all new bargaining unit employees hired since the last list was submitted and delete the names of employees who are no longer employed according to New York law.

3.2.4 Where an employee who is on Dues Check-Off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements directly with the Union to pay such dues in advance and the Employer has no obligation in this matter.

3.2.5 Other Deductions: The Employer, upon written instruction from the employee, shall make deductions from the employee's wages for credit union transfers, savings account, Christmas Clubs, and any similar deduction. Deductions shall be made bi-weekly and remittance to the appropriate financial institutions shall be made on or before the 10th day of the month following such deductions.

SECTION 3 – INSPECTION PRIVILEGES

3.3.1 Authorized agents of the Union shall, upon prior notification and permission of the Employer, have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. Such permission shall not be unreasonably withheld. There shall be no interruption of the Employer's work schedule.

SECTION 4 – STEWARD

3.4.1 The Employer recognizes the right of the Union to designate a Steward and Alternate from

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the Employer's seniority list. The authority of Steward and Alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- (a) The investigation and presentation of grievances to the Employer or the designated Employer representative in accordance with the provisions of this Agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

3.4.2 The Steward and designated Alternate have no authority to take strike action, or any other action interrupting the Employer's business.

3.4.3 The Steward or, if he is unavailable, the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property and off the property during his regular schedule. The Steward or the designated Alternate must, if possible, perform such services on non-work time. If the services are performed on work time by the Steward or the designated Alternate, such time shall not be considered working hours for purposes of pay or computing overtime.

SECTION 5 – NON-DISCRIMINATION

3.5.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, marital status, disability (as defined by the Americans with Disabilities Act of 1990, as amended), political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

3.5.2 The Employer and the Union further agree not to discriminate against any individual because of such individual's membership or non-membership in the Union, support or nonsupport of the Union, or activity that is lawful under the Taylor Law.

SECTION 6 – BULLETIN BOARD

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

SECTION 7 – MEETING ROOM

3.7.1 The Union may use the Employer's conference room or other designated room for meetings, provided the room is available. The Union shall obtain prior approval from the Employer.

SECTION 8 – NOTIFICATION OF VACANCIES

3.8.1 In the event there is a vacancy in an existing position or a new position is added, the vacancy will be posted on the Union bulletin board for at least seven (7) work days.

ARTICLE 4 – SENIORITY

4.1 SENORITY LIST

4.1.1 A list of employees arranged in order of their seniority shall be provided to the Union. Each employee's Civil Service classification and seniority date shall be included on the list. Within thirty (30) days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days thereof forward a copy of the amended list to the Union.

4.2 Subject to the needs of the Employer, and the skills and qualifications of the employees being the same, seniority will be used in determining layoff and recall from layoff.

ARTICLE 5 – PROBATIONARY PERIOD

5.1 New employees shall be considered on probation for the first six (6) months unless mutually agreed by the Union and the Employer to extend the probationary period; upon notice to the Union, said period may be reduced at the Employer's sole discretion.

5.2 The Employer may discharge any new employee without recourse under this Agreement prior to completing their probationary period; except that the Employer shall not discharge or discipline for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding employees to the seniority list.

5.3 After six (6) months, such employee shall be placed on the regular seniority list and their seniority date shall revert back to the first date of employment.

5.4 A promoted employee will serve a probationary term of ninety (90) days or such other term as is required by the New York Civil Service Law or the regulations issued thereunder. The probationary period may be extended by mutual consent. When probationary service is required upon promotion, the position formerly held by the person shall be held open and shall not be filled, except on a temporary basis, pending completion of the probationary term. At any time prior to the completion of the probationary term, the promoted employee may return to their former position.

ARTICLE 6 – MANAGEMENT RIGHTS

6.1 The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement. The Employer reserves and retains solely and exclusively all of its inherent rights to operate and manage its business in all respects in accordance with their commitments and responsibilities, and to make and alter from time to time rules and regulations to be observed by the employees, including without limiting same, the right to discontinue old methods and to initiate any technical changes as well as any form or type of new method procedures, to determine services to be rendered or supplied; to determine the size of the working force; to determine policy effecting selection or training of new employees; to hire and assign employees of its own selection, and to determine the number to be employed; to prepare job qualifications and establish job classifications; to assign and reassign the work to be performed by the employees; to

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establish and change work schedules; to transfer, promote, demote, lay off, terminate or otherwise relieve employees from duty. The Union reserves the right to object to the Employer's action in any of the above respects through the grievance procedure provided for in this Agreement.

ARTICLE 7 – DISCIPLINARY ACTION

7.1 Rules of conduct must be maintained in order to define and protect the rights, safety and welfare of all employees. The Employer shall have the right to discipline or discharge any employee for just cause. The following procedure will be utilized by the Employer in non-serious violations:

- (a) First offense -verbal warning
- (b) Second offense within nine (9) months of an Article 7.1(a) verbal warning written warning
- (c) Third offense within nine (9) months of an Article 7.1(b) written warning -two (2) day suspension
- (d) Fourth offense within nine (9) months of an Article 7.1(c) two (2) day suspension - five (5) day suspension without pay
- (e) Fifth offense within nine (9) months of an Article 7.1(d) five (5) day suspension without pay -dismissal. This procedure is cumulative and the non-serious violations need not be for the same offense.

7.2 Certain serious violations will result, at the discretion of the Employer, in either a five (5) day suspension without pay or immediate dismissal. Where the serious violation results in suspension, a second violation within eighteen (18) months will result in immediate termination. Serious violations include, but are not limited to, knowing violations of a local, State or Federal law or regulation which results in a fine or penalty to the Employer; willfully misusing, damaging or removing property belonging to the Employer or other employees; theft; falsification of time records, ringing another's time card, or falsification of records; misrepresentation of a material fact in an employee's job application or in any application for promotion; violation of safety rules or regulations; intentional unauthorized access or use of Town records; use of abusive or threatening language directed toward other employees, supervisors, or visitors; consumption of alcohol or intoxicants on company premises or intoxication on the job; possession of any illegal drugs; insubordination; failure to timely report accidents or personal injury arising out of employment; unauthorized sleeping during work time; possession of any weapon during work time; failure to call in or report to work without reasonable explanation; refusal of a direct order of a supervisor that does not jeopardize the health or safety of the employee; leaving employer's premises without reasonable explanation; the loss of any license, certification or other privilege, the loss of which prevents the employee from performing the essential functions of the employee's job duties.

7.3 A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, during the probationary period of six (6) months.

7.4 The parties may, by mutual consent, waive any of the penalties set forth in 7.1.

ARTICLE 8 – GRIEVANCES

8.1 A grievance is defined as a disagreement, dispute, or question between the Union and the Employer involving the interpretation, application, or performance of the terms of this Agreement.

8.2 To be considered, a grievance must:

- a. Be reduced to writing;
- b. Cite the applicable contract provisions alleged to have violated, stating all pertinent facts to the best of the grievor's knowledge and belief;
- c. Be signed;
- d. Be dated;
- e. Be delivered to the Highway Superintendent if the grievance is against the Employer; or to the Steward if the grievance is against the Union.

8.3 It is understood that to be valid, a grievance must be filed within three (3) working days of the event giving rise to the grievance or the knowledge thereof.

8.4 Representatives of the Union and Employer designated for the purpose will meet and consider any grievance within seven (7) working days of the date written notice of the grievance is received.

8.5 If any grievance is not resolved pursuant to 8.4 within seven (7) working days following the date of the receipt, either party may, submit in writing, the dispute to the Highway Superintendent.

8.6 If any grievance is not settled pursuant to 8.5 within seven (7) calendar days following the date of receipt, either party may submit, in writing, the dispute to the American Arbitration Association pursuant to its rules governing labor disputes.

8.7 The selection of an arbitrator and arbitration proceedings shall be conducted under the then current expedited labor arbitration rules of the American Arbitration Association. The jurisdictional authority of the arbitrator is defined and limited to the determination as to whether there have been violations of the provision or provisions of this Agreement as set forth in the written grievance. The arbitrator shall have no power to add to, or modify any of the terms of this Agreement. The decision of the arbitrator shall be based exclusively on evidence presented at the arbitration hearings and shall be final and binding on all involved parties.

8.8 Where the decision of the arbitrator included an award for back pay, back pay shall be limited to the amount of wages that the employee would have earned less any interim receipt of money (including, but not limited to, unemployment benefits) earned by the employee as a result of his termination or suspension from employment with the Employer, and shall be paid to the employee within seven (7) calendar days of the arbitrator's decision.

8.9 The decision of the arbitrator shall be final, binding, and conclusive upon all parties, and may be reduced to judgment in any court of competent jurisdiction.

8.10 The venue of all arbitration proceedings shall be in Dryden, New York unless otherwise

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mutually agreed upon.

8.11 Any actions or proceedings relating to arbitrations under this procedure, including but not limited to, motions to compel, to stay and to enforce, shall be brought in the Supreme Court, Tompkins County, New York.

8.12 The arbitrator shall have no authority to modify, amend, alter, change or subtract from any provisions of the Agreement.

8.13 Each party to the arbitration shall bear its own expenses including expenses of counsel and witnesses presented by it. The parties will share the arbitrator's fee and all expenses equally.

8.14 The time limits may be waived by mutual agreement between the Union and the Employer.

ARTICLE 9 – REVIEW OF PERSONAL HISTORY FOLDER

9.1 An employee shall, within five (5) working days of a written request to the Employer, be provided, twice each year, the opportunity to review their official personal history folder in the presence of a Union representative, if requested by the employee, and an appropriate Employer representative. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse.

9.2 An employee may, during the two (2) reviews mentioned above, request and be provided copies of all documents and notations in their official personal folder of which they have not previously been given copies.

9.3 Except for disciplinary actions, annual work performance ratings, and evidence of criminal wrongdoing, material in the official personal history folder of an adverse nature, over twelve (12) months old may, upon the employee's written request, be removed from the official personal history folder by mutual agreement of the employee and the Employer. This does not preclude the earlier removal of such material.

9.4 The official personal history folder shall contain all memoranda and documents relating to the employee which contain criticism, commendation, appraisal, or rating of the employee's performance of his job. Copies of such memoranda and documents shall be sent to the employee simultaneously with their being placed in the official personal history folder.

ARTICLE 10 – HEALTH AND SAFETY

10.1 EQUIPMENT

10.1.1 The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance, or regulation pertaining to safety or which the employee reasonably or in good faith believes is not safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for employees to refuse to operate such equipment. All such

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refused equipment shall be appropriately tagged so that it cannot be used by other operators until the complaint is adjusted; such equipment shall be inspected by a qualified maintenance person. After the complaint is satisfactorily adjusted, the Employer shall place on such equipment an "OK" on a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

10.1.2 At the end of the work day, an employee operating any equipment must leave the equipment fueled and ready to operate for the following work day.

10.1.3 Any equipment that, at the end of the day, is deemed by the operator to be unsafe must be tagged and reported in writing to the supervisor on a form to be provided by the Employer.

10.1.4 The Employer will provide employees with all safety equipment, except safety shoes, required by law. Employees are required to utilize such safety equipment.

ARTICLE 11 – WAGES AND HOURS

11.1 WORKWEEK

11.1.1 The normal workweek for all employees shall be forty (40) hours. The normal workday during the Fall/Winter season shall be 8 hours per day Monday through Friday beginning at 5:00am or at the discretion of the employer at 1:30pm. The normal workday during Spring/Summer season shall be 10 hours per day Monday through Thursday beginning at 6:00am. The Spring/Summer season shall be defined as approximately April 1st through October 31st. The Fall/Winter season shall be defined as approximately November 1st through March 31st. The Highway Superintendent shall provide a two-week notice of the change specifying the circumstances giving rise to the decision and transition time before the seasonal hourly change takes effect. The Spring/Fall transition time hours shall be 8 1/2 hours per day Monday through Thursday beginning at 6:00am and ending at 3:00pm and up to 6 hours per day on Friday beginning at 6:00am and ending at 12:00pm at the discretion of the Highway Superintendent.

11.1.2 Employees shall verify their hours worked by signing their time cards before submitting them to the Highway Superintendent.

11.1.3 Employees are entitled to two (2) paid ten (10) minute breaks during their usual workday when working ten (10) hours per day. Employees are entitled to one (1) paid twenty (20) minute break when working less than ten (10) hours per day. These breaks are to be taken by the employee at his/her present work location. The break periods shall be taken at the times scheduled by the employer. No break period may be taken during the first 1.5 hours of a shift.

11.1.4 Employees will continue to work up to the five (5) minute wash up time allowed before the lunch period and before quitting time.

11.2 WAGES

11.2.1 All employees covered by this Agreement shall be covered by attached wage scale. Raises will be effective on January 1, 2019, January 1, 2020, January 1, 2021, and January 1,

2022 and the pay period immediately following the employees anniversary date.

11.2.2 If an employee's is scheduled to work second shift the employee shall receive the night differential (\$1.50 per hour) for the full shift.

11.3 PAYDAY

11.3.1 The pay period runs from Sunday through Saturday. Employees shall be paid bi-weekly by the end of the day on the first Thursday following the end of the pay period. Errors or shortages by the employer shall be corrected in the next pay period, except in cases where the shortage is more than one hundred dollars (\$100.00), in which case the shortage shall be paid by the end of the employee's shift on the third work day following payday. Errors made by the employee such as failing to turn in a benefit sheet will be paid on the next pay period.

11.4 EMERGENCY CALL-IN

11.4.1 Employees called in for emergencies including snow removal or before their regular starting time will be allowed forty-five (45) minutes to report for work. In the event an employee will not be able to report to work in the allotted time, the Employee shall notify the Employer. Employees who demonstrate a pattern of failing to report to work when called in for emergencies or before their regular starting time may be subject to discipline. Secondary employment after regularly scheduled working hours is not an excuse for not reporting to work...

11.4.2 Each employee must provide the Employer a reliable means to reach the employee for emergency call-in purposes.

11.5 WORK OUT OF CLASS

11.5.1 In the event an employee temporarily works in a higher classification, the employee shall be paid the lowest hourly rate of the higher classification or their own rate, whichever is higher. If an employee temporarily works in a lower classification, the employee's hourly rate shall not be reduced.

11.6 COMPENSATORY TIME

An employee, if approved by the Highway Superintendent or his/her designee, may accumulate compensatory time for hours worked outside his/her normal work week instead of being paid at the overtime rate for those hours. Compensatory time will be earned at time and one half for hours worked over 40 in a week. Compensatory time can accrue up to a maximum of 40 hours. Compensatory time that is not used in the year it was accumulated shall be carried over into the following year. The Employer may not require the election of compensatory time to avoid paying overtime. Any compensatory time not used at the time of separation of employment shall be paid out at the current hourly rate.

ARTICLE 12 – SEPARATION OF EMPLOYMENT

12.1 LAY OFF AND RECALL NOTICE

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12.1.1 The Employer shall provide any employee being laid off with one week's notice that they are being laid off. This notice shall be in addition to all other benefits provided for in this Agreement.

12.1.2 A laid off employee shall be given five (5) days notice of recall and such notice shall be mailed to their last known address by certified mail, return receipt requested. If no response is received within five (5) days of receipt of the notice, it shall be presumed that the laid off employee does not choose to return to employment. If the notice is returned undeliverable, the same shall apply.

12.1.3 The employee must return to employment within thirty (30) days of notification.

ARTICLE 13 – HEALTH INSURANCE

13.1 The Employer shall participate in and pay 95% of the full cost of premiums for medical and ancillary benefits for the same plan that was by the Tompkins County Health Insurance Consortium on January 1, 2019, for employees in the bargaining unit (excluding seasonal and casual employees) hired prior to January 1, 2010 and their dependents. The remaining 5% of the cost of premiums will be deducted from employees pay from the first two (2) paychecks of each month

13.2 The Employer shall participate in and pay 90% of the full cost of premiums for medical and ancillary benefits for the same plan offered by the Tompkins County Health Insurance Consortium on January 1, 2019, for employees in the bargaining unit (excluding seasonal and casual employees) hired on or after January 1, 2010, and their dependents. The remaining 10% of the cost of premiums will be deducted from employees pay from the first two (2) paychecks of each month.

13.3 The Employer shall provide employees with Workers Compensation Insurance, Social Security Insurance and Unemployment Insurance as required by federal and/or state law.

13.5 Health Insurance Buyout:

Full-time employees who elect not to participate in the Town's health insurance program (**Medical and Rx**) shall receive 50% of the employer's annual contribution for an individual health insurance policy. The employee must provide proof that they are covered by another comparable insurance plan.

The employee must complete an Affidavit of Intent and submit it to the Personnel Officer during the first week of the annual open enrollment period (currently November) in order to participate in this program for the following year. The choice to opt out of coverage remains effective for the full calendar year, unless a qualifying event occurs that causes a new need for coverage (marriage, divorce, birth of a child, death, job loss). Employees will receive payment at the end of December for opting out of coverage for the previous year. This payment will be pro-rated in the event of partial year coverage due to a qualifying event. This is a taxable benefit; therefore it will be included in gross wages for that pay period. It is not includable income for the retirement system.

New employees may choose the buyout option at their time of hire, effective the first full month of

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employment. Their payment in December will be pro-rated for the number of months they participated in that calendar year. In the case of voluntary resignation, at least two weeks written notice must be given to be eligible for a pro-rated insurance payout at the end of employment.

13.6 The Employer agrees to provide New York State Disability Insurance or its equivalent.

13.7 Retiree Benefit: Upon retirement the Employer agrees to continue its current practice of allowing employees to apply up to 1,320 hours accumulated sick leave toward the cost of retirement healthcare insurance. Employees may choose to be paid accrued sick leave upon retirement up to 1,320 hours in lieu of retirement healthcare.

ARTICLE 14 – PENSION

14.1 The Employer will continue participation in the New York State and Local Retirement System, without payroll deduction to the employees who qualify under the rules of the system.

14.2 Pursuant to New York State Retirement and Social Security Law 41(j), the Employer has elected to allow employees, upon separation from employment, to be granted one (1) day of additional service credit for each day of accumulated and unused sick leave credit.

14.3 In addition, the Employer agrees to participate in the New York State Deferred Compensation Plan for employees in accordance with the standards, rules, and regulations of the Deferred Compensation Board and the applicable Internal Revenue code provisions. Such Plan will be implemented as soon as reasonably possible after execution of this Agreement.

ARTICLE 15 – VACATION

15.1 Vacation Entitlement: Regular full-time employees will be credited with paid vacation time on January 1 according to the following schedule:

<u>Years of Service</u>	Vacation Entitlement
After one (1) year of continuous service	Forty (40) hours
After the one-year anniversary, vacation time is credited at the beginning of the calendar year when the employees second year-ends.	
The second through ninth calendar years thereafter	Eighty (80) hours
Tenth through the fourteenth calendar years	One hundred twenty (120) hours
Fifteenth year and thereafter	One hundred sixty (160) hours

15.1.2. New employees will receive 40 hours of vacation time on their first year anniversary date. No vacation time is available before the first year anniversary. Each January 1st thereafter, the employee will be credited with vacation time based on the schedule in 15.1

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For example, an employee hired on December 1, 2012 receives 40 hours on December 1, 2013. The 40 hours are available to be used or carried over. On January 1, 2014 through January 1, 2021 the employee receives 80 hours of vacation per year. On January 1, 2022, the employee receives 120 hours of vacation per year. On January 1, 2027, the employee receives 160 hours of vacation per year.

15.1.3 Accumulation: Employees with up to than 10 years of service may carry over 80 hours of vacation time. Employees with more than 10 years of service may carry over 120 hours of vacation time.

15.1.4 Termination of Employment: An employee who resigns, retires and gives 2 weeks written notice or is laid off will receive payment for unused vacation leave to which the employee is entitled at the employee's then current rate of pay. No time is paid if employee has not completed one year of full time employment.

15.5 Scheduling: Employees are encouraged to schedule vacation prior to March 1 of each year. Requests submitted prior to March 1 will be given priority according to seniority. Requests submitted on or after March 1 will be approved in the order in which they are received. The employer shall not deny requests for vacation leave provided that they are made one (1) week prior to the desired date of vacation leave and provided no more than one employee is scheduled for vacation at any given time. Vacation leave may not be used in increments of less than four (4) hours.

ARTICLE 16 – HOLIDAYS

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

- New Year's Day
- Memorial Day
- Independence Day plus three (3) additional consecutive days of the week of Independence Day week.
- Labor Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Eve (six hours after start)
- Christmas Day
- New Year's Eve (six hours after start)

16.2 When a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. Any holiday that falls on a Sunday shall be observed the following Monday.

16.3 If any of the specified holidays when an employee is on vacation, the employee shall have the option to receive a substitute vacation day or to receive an additional day's compensation for each holiday so falling. The additional day's compensation shall be based upon the workday schedule in effect during that holiday.

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16.4 To be eligible for holiday pay, an employee must have worked the last scheduled work day preceding and the first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives Workers' Compensation or illness substantiated by proof acceptable to the Employer or otherwise excused by the Employer. Laid off and furloughed employees shall not be eligible for holiday pay.

16.5 Eligible employees not scheduled to work shall receive pay at their regular straight time rate in addition to all other benefits provided for by this Agreement.

16.6 Employees eligible for holiday pay who are scheduled to work on the holiday shall receive time and one-half (1 ½) for hours worked on the holiday in addition to the eight (8) hours holiday time. The employee may accumulate such time or overtime as compensatory time.

ARTICLE 17 – LEAVE

17.1 BEREAVEMENT

17.1.1 If there is a death in the immediate family or household of any employee, the Employer shall pay the employee eight (8) hours pay per day, as applicable, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the employee to attend the deceased's funeral as well as to attend to matters relating to the death of the member of the employee's immediate family or household. Compensation under this Section shall not exceed three (3) working days.

17.1.2 The term "immediate family" means father, mother, step-father, step-mother, father-in-law, mother-in-law, spouse, children, step-children, brothers, sisters, brother-in-law, sister-in-law, grandparents, and the employee's spouse's grandparents.

17.1.3 Further, for any family member other than immediate family listed above or friend, an employee will be allowed one-half (1/2) paid day to attend the funeral within the Ithaca-Cortland area and one (1) paid day will be allowed for a funeral outside the Ithaca-Cortland area.

17.2 SICK TIME

17.2.1 Employees shall receive eight (8) hours of sick day credit per month of permanent employment. If an employee exhausts his total accumulated sick day credits during any calendar year, no additional sick days shall be accredited to them the following month.

17.2.2 The employee, where practicable, shall notify the Employer of their illness no later than their scheduled start time; in no event shall said notice be later than one (1) hour after the scheduled start time.

17.2.3 Employees shall accumulate paid sick leave at the rate of eight (8) hours per month that the employee is on the Employer's active payroll. The total accumulation shall not exceed 1320 hours. Paid sick leave may be used to address the illnesses or other health matters of an employee or a

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Town of Dryden, New York

member of the employee's immediate family.

17.2.4 After three (3) days on sick leave, and upon request by the Highway Superintendent or Deputy, the employee shall provide the Highway Superintendent or Deputy with a doctor's statement that the employee was unable to work because of an illness and is now able or unable to return to work. A failure on the part of the Highway Superintendent or Deputy to make such a request does not waive that right in the future. The Highway Superintendent or Deputy may also request a doctor's statement where there is a pattern of sick leave abuse.

17.2.5 If the Employer has good reason to believe that an employee is no longer physically able to continue in his/her regular duties, the Employer may require a full physical examination by a physician selected by the Employer. The examination shall be at the Employer's expense.

17.2.6 Employees can draw from accumulated sick leave the difference between their regular weekly wage and Workers' Compensation disability allowance.

17.2.7 Employees on sick leave shall receive their regular pay per day, as applicable, in addition to all other benefits provided for by this Agreement.

17.3 MILITARY LEAVE/OTHER TIME

17.3.1 Employees enlisting in or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges by the Act, the New York Military Law and the Uniformed Services Employment and Re-Employment Rights Act.

17.3.2 Volunteerism Leave: Each full-time employee may use up to twenty-four (24) hours of "other" time for volunteer firefighting and/or ambulance service leave. The employee may elect compensatory time off or to be paid for the leave. In each instance that an employee is absent from work due to providing firefighting or ambulance service, and the employee wishes to use this leave program, the absence must be verified. The employee shall provide the employer with a written statement from the chief (or assistant) of the fire or ambulance department stating that the employee responded to an emergency and list the start and end time of that response. In addition, an employee may, with approval of the Superintendent, receive up to three days paid leave to respond to a declared state of emergency. Volunteerism leave is encouraged; however, the Highway Superintendent may refuse the leave dependent on the needs of the Town Highway Department and Department of Public Works.

17.4 JURY DUTY AND COMPELLED APPEARANCES

17.4.1 Any regular full-time employee called for jury duty or subpoenaed to appear as a witness in any court proceeding shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the employee shall be paid the applicable hourly wage less any payment received for that duty or appearance (such as witness fees). This payment shall be accomplished by the employee turning their payment over to the Town, and the employee shall in turn receive their full pay for that day. This compensation shall be in addition to

all other benefits provided by this Agreement.

17.4.2 The employee must provide a copy of the jury notice or subpoena to the Employer within two (2) business days of receipt; the Employer may take appropriate steps to quash or adjourn performance of the jury notice or subpoena.

ARTICLE 18 – CLOTHING ALLOWANCE AND BOOT ALLOWANCE

18.1 All full time employees who have completed the six month probationary period shall receive an allowance of **four hundred and fifty (\$450.00)** dollars annually for the employee's work clothing and safety shoes. Employer authorizes use of the clothing allowance at Homer Men and Boys and at Famous Brands. By December 31 employees shall notify employer which vendor they prefer. These monies shall be paid by January 31st of each year in a voucher or a coupon. Employees are required to utilize such safety equipment.

ARTICLE 19 – SUBCONTRACTING

19.1 The Employer represents that it has no plans to subcontract work which would result in the layoff of current bargaining unit employees.

19.2 The Employer agrees that if during the term of this Agreement it subcontracts out bargaining unit work which results in the layoff of any current bargaining unit employee, it will continue that employee's wages and benefits, to the extent permitted by law, for a period of six (6) months or until the employee obtains other employment or is recalled, whichever is earlier.

ARTICLE 20 – NO STRIKE POLICY

20.1 The Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the employees, and that it will not impose any obligation on the employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the employees.

ARTICLE 21 – DURATION, NOTIFICATION AND REOPENING

21.1 This Agreement shall continue in full force and effect from January 1, 2019 through December 31, 2022.

21.2 LEGISLATIVE ACTION: The Employer shall prepare, secure introduction and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT THE PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL

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NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

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

AGREED TO AND SIGNED this day by:

TEAMSTERS LOCAL 317

By:

Duane Wright, Business Agent

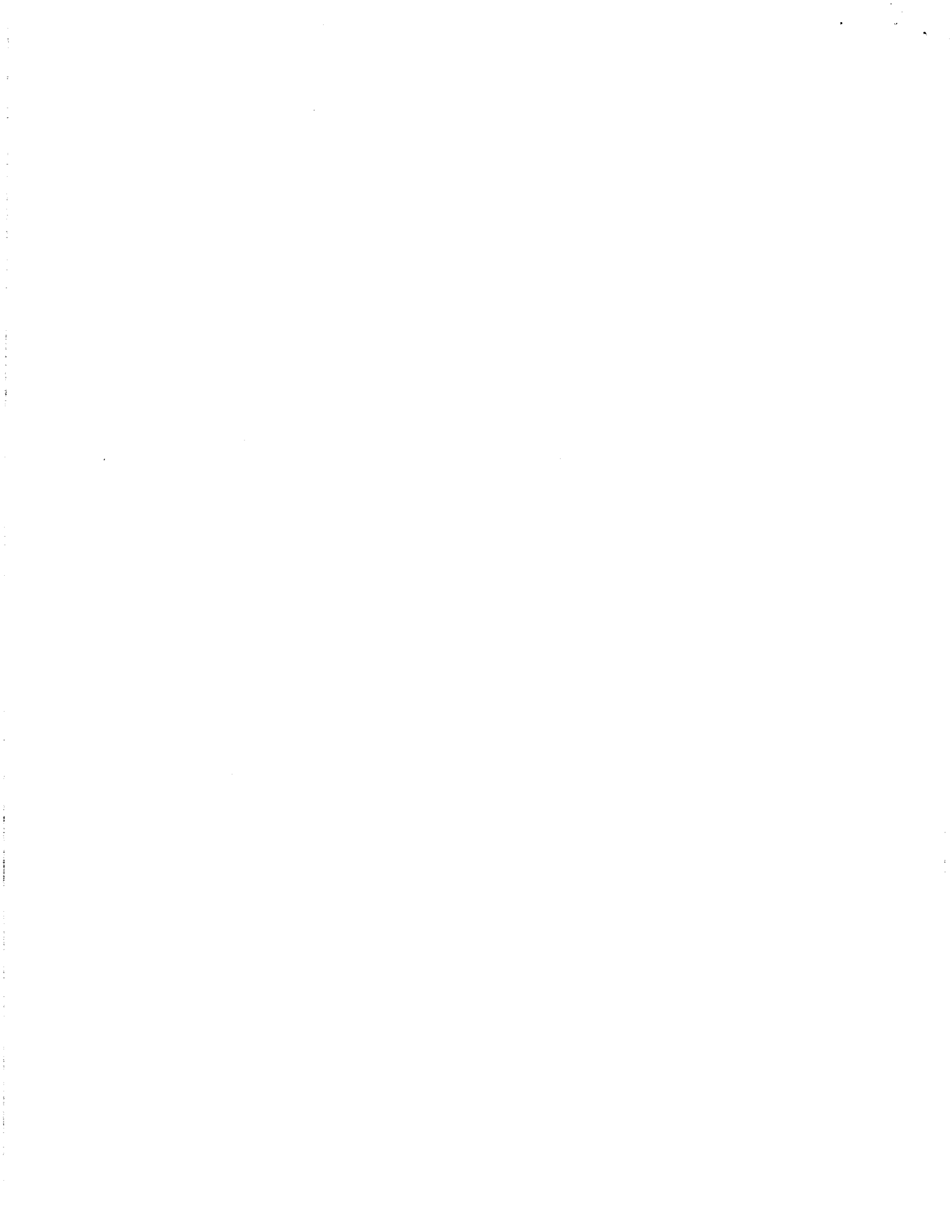
Date: _____

TOWN OF DRYDEN, New York

By:

Jason M. Leifer, Town Supervisor

Date: _____



Town of Dryden

Highway/DPW Wage Pay Scale
Effective January 1, 2019

	Increment	\$0.50	\$1.00	\$1.00	\$1.00	\$1.00
	0-6 month	6 m-1 year	1-5 years	5-10 years	10-15 years	15 plus years
<u>HIGHWAY</u>						
Laborer	16.95	17.45	18.45	19.45	20.45	21.45
MEO 1 (class B license)	18.95	19.45	20.45	21.45	22.45	23.45
MEO 2 (class A license)	\$ 19.50	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00
HEO 1 (class B license)	\$ 19.55	\$ 20.05	\$ 21.05	\$ 22.05	\$ 23.05	\$ 24.05
HEO 2 (class A license)	\$ 19.80	\$ 20.30	\$ 21.30	\$ 22.30	\$ 23.30	\$ 24.30
Equipment Service Technician	\$ 19.75	\$ 20.25	\$ 21.25	\$ 22.25	\$ 23.25	\$ 24.25
<u>DPW</u>						
Maintenance Worker/Laborer	\$ 15.60	\$ 16.10	\$ 17.10	\$ 18.10	\$ 19.10	\$ 20.10
Maintenance Worker/MEO with CDL	\$ 18.95	\$ 19.45	\$ 20.45	\$ 21.45	\$ 22.45	\$ 23.45
Maintenance Worker/HEO with CDL	\$ 19.55	\$ 20.05	\$ 21.05	\$ 22.05	\$ 23.05	\$ 24.05
Maintenance Worker/Assist. To Supt.	add \$.25 to rate					
<u>DPW</u>						
Mel Keach only (15 years plus)	2019	2020	2021	2022		
	\$ 24.45	\$ 24.95	\$ 25.45	\$ 26.05		

EMPLOYEES WITH 20 PLUS YEARS SERVICE - 1% Longevity payment in January

EMPLOYEES WITH 25 PLUS YEARS SERVICE - 1 2 % Longevity payment in January
EMPLOYEES WITH 30 PLUS YEARS SERVICE - 1 3 % Longevity payment in January
EMPLOYEES WITH 35 PLUS YEARS SERVICE - 1 4 % Longevity payment in January

WAGES TO INCREASE BY \$.50 ON JANUARY 1, 2020

WAGES TO INCREASE BY \$.50 ON JANUARY 1, 2021

WAGES TO INCREASE BY \$.60 ON JANUARY 1, 2022