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AGREEMENT BETWEEN  
TOWN OF ESSEX  
HIGHWAY DEPARTMENT  
AND



TEAMSTERS LOCAL # 294

AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2009 through DECEMBER 31, 2011

**RECEIVED**

DEC 11 2008

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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## TOWN OF ESSEX

THIS AGREEMENT made this \_\_\_\_ day \_\_\_\_\_, 2008, by and between the TOWN OF ESSEX hereinafter referred to as the Employer, and LOCAL UNION # 294, acting for and on behalf of the EMPLOYEES of the Town of Essex Highway Department, hereinafter referred to as the Employee.

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the Town of Essex and its employees for the mutual benefit of the public, the Town Government and its employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

### ARTICLE 1. RECOGNITION

SECTION 1. The Employer recognizes Local Union # 294 as the sole and exclusive representative for all employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

SECTION 2. Local # 294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

### ARTICLE 2. COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following: All employees of the Highway Department except the Highway Superintendent.

### ARTICLE 3. DUES DEDUCTION/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local # 294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for the employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for Local Union # 294, as the recognized bargaining agent for employees in this Unit.

The Employer hereby agrees to deduct from the wages of all non-union members within this bargaining unit, an agency shop fee in the amount of the dues levied by Local Union # 294. Said sums will be transmitted to Local Union # 294, 890 Third Street, Albany, New York 12206, monthly in a separate check. A list of employees covered shall accompany each check.

## ARTICLE 4. COMPENSATION

SECTION 1. Commencing January 1, 2009 employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule "A". This Agreement shall be effective January 1, 2009 and shall expire on December 31, 2011.

### SECTION 2. LONGEVITY

An annual payment shall be paid to employees on the first non-payroll Friday in December as follows:

1. Effective 1-1-03 regular employees who work a full workweek who have completed five (5) full-time years of service – two hundred dollars (\$200.00).
2. Effective 1-1-03 regular employees who work a full workweek who have completed ten (10) full-time years of service – three hundred dollars (\$300.00).
3. Effective 1-1-03 regular employees who work a full workweek who have completed fifteen (15) full-time years of service – four hundred dollars (\$400.00).
4. Effective 1-1-03 regular employees who work a full workweek who have completed twenty (20) full-time years of service – eight hundred dollars (\$800.00).
5. Effective 1-1-03 regular employees who work a full workweek who have completed twenty five (25) full-time years of service – twelve hundred dollars (\$1,200.00).

## ARTICLE 5. WORKDAY/WORKWEEK

SECTION 1. The regular workweek shall comprise of forty (40) hours per week, Monday through Friday.

This Article defines normal work hours of work and shall not be construed as a guarantee of hours of work per day or per week or limitation of scheduling of work, including overtime hours; nor shall this Article be considered as a basis for calculation of payment of overtime, which is covered solely by Article 5.

SECTION 2. The hours of work shall be as follows: 6:00 A.M. until 2:30 P.M., Monday through Friday. Except the Highway Superintendent will fourteen (14) days prior to any change in the work day schedule notify the employees of the coming change and for the period of time the change will be in effect.

The right to manage the highway operations including, but not limited to, the right to establish and direct working forces, to hire, promote, release for lack of work or other legitimate reasons, to discipline or discharge, to schedule hours of work, plan and schedule work, and set reasonable standards and methods remains with the Highway Superintendent.

SECTION 3. There shall be one-half (1/2) hour lunch period during the regular workday, and one-quarter (1/4) hour coffee break in the A.M.

SECTION 4. Payroll will be semi-monthly, on 15th and last day of the month. In cases where these dates fall on weekends or holidays, payroll will be distributed on the previous workday.

#### ARTICLE 6. OVERTIME

All employees shall be entitled to time and one-half of their regular rate of pay for authorized work performed in excess of forty (40) hours actually worked in any work week. Sick leave shall not be considered as time worked.

The parties acknowledge that in order for the effective operation of the Department, the positions of Heavy Equipment Operator and Laborer are positions which, by the nature of their duties, may require work outside the normal workday.

All overtime for a call-in or overtime outside the regular workday or work week will be divided as equally as possible among full-time employees. As in the past practice, call-in pay for time will start when the employee is called to work.

It is understood that employees on a call-in list shall have the responsibility to be available to be called in when forecasts call for bad weather or when it can be reasonably anticipated that there would be a call-in. Failure to respond to a call-in without just cause may result in disciplinary action and could lead to termination.

A sheet will be posted the first week in November to be taken down the first week in December for the employees to note if they wish to take 37.333 hours overtime pay as compensatory time off verses wages. Once the 56 hours compensatory time has been maxed, the employees will be paid overtime as wages. This will be annually. 37.333 hours worked at time and one-half (1/2) equals 56 hours of compensatory time off.

If an employee does not note on sheet when posted the employee will be paid wages.

#### ARTICLE 7. SPECIAL RATES

SECTION 1. There shall be a guarantee of two (2) hours pay for any emergency call-out.

SECTION 2. The working Deputy Superintendent shall be paid an additional \$1,000.00 per year in fulfilling the duties outlined in the job description outlined in "SCHEDULE B."

SECTION 3. Each employee shall receive an annual safety shoe allowance to be paid in a separate check between January 1st and December 31st each calendar year of this Agreement, in the amount of up to \$150.00 each for up to two pairs of shoes upon submission to the town of a receipt for the actual cost of the shoes with a total reimbursement not to exceed \$300.00 per year.

SECTION 4. The Town will pay a maximum of \$500 per year per employee for Uniforms. The Town will also provide gloves as needed.

ARTICLE 8. HOLIDAYS

SECTION 1. All employees shall be granted twelve (12) paid holidays as follows, to be paid eight (8) hours pay at the prevailing hour rate:

- |                             |                        |
|-----------------------------|------------------------|
| New Year's Day              | Election Day           |
| Washington's Birthday       | Veteran's Day          |
| Memorial Day                | Thanksgiving Day       |
| Forth of July               | Lincoln's Birthday     |
| Labor Day                   | Christmas Day          |
| Columbus Day                | Martin Luther King Day |
| Good Friday 1/2 day (4hrs.) |                        |

SECTION 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday. If a holiday falls on a Friday or on a Saturday, the day of observance shall be the previous Thursday during the summer months work day/work week.

SECTION 3. If an employee is required to work on a holiday he shall be paid at the rate of time and one-half (1½) plus the holiday pay.

ARTICLE 9. LEAVES

(A) VACATION LEAVE

SECTION 1. All employees will earn vacation leave upon completion of the following:

- After 1 year service ..... 40 hours off with pay at current rate.
- After 2 years service ..... 80 hours off with pay at current rate.
- After 8 years service ..... 120 hours off with pay at current rate.
- After 15 years service ..... 160 hours off with pay at current rate.
- After 20 years service ..... 200 hours off with pay at current rate.

Employees may take earned vacation in a ½ (one-half) day or full day increments if they desire.

SECTION 2. If a holiday falls within a vacation week another day will be given, with the approval of both the Highway Superintendent and employee.

SECTION 3. Vacation credits may be accumulated up to forty (40) hours and carried to the next year, if not used the year earned, to be paid at the rate earned on December 31<sup>st</sup> of each year.

SECTION 4. New employees shall be entitled to their first vacation at any time mutually agreed between the Employee and the Highway Superintendent, after the Anniversary date of their first date of employment. Any new employee who retires, quits or is discharged prior to his anniversary date shall be entitled to vacation and holiday pay earned on a pro-rata basis, provided he has been employed for one (1) full year.

## (B) SICK LEAVE

SECTION 1. All employees shall be entitled to ten (10) hours of paid sick leave at the employee's prevailing hourly rate for each quarter of service, commencing from the first day of his employment.

SECTION 2. Employees who become sick during the workday and must be relieved from work may receive sick pay for the hours not worked if employee has accumulated the hours needed to compensate no loss in pay.

SECTION 3. Effective January 1, 1996, one hundred ninety (190) hours of sick leave at the prevailing hourly rate may be accrued. Any such accumulated unused sick leave credits may be used for retirement service or to pay for Health Insurance in retirement.

SECTION 4. After five (5) days of sick leave, or seven (7) calendar days, the employee must apply for New York State Disability benefits and his sick leave shall be reduced by the amount of disability benefits he receives. For each day of sick leave after the fifth (5th) working day or seventh (7th) calendar day, one-half (1/2) day of sick leave shall be charged against his accumulated sick leave credit.

SECTION 5. A Doctor's certificate may be required of an employee has been on sick leave for three (3) consecutive workdays.

## (C) PERSONAL LEAVE

SECTION 1. All permanent employees shall be entitled to three (3) personal leave days per calendar year. To be paid hourly as used at the employees prevailing hourly rate. However, the employee must give twenty-four (24) hours notice of his intent to utilize personal leave, which is subject to the approval of the Superintendent of Highways. Personal days off must be taken in one half (1/2) day increments. If an employee fails to use his personal days all unused days shall be added to the employee's accumulated sick leave.

## (D) BEREAVEMENT LEAVE

SECTION 1. In the event of death in an employee's immediate family (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law, and those relationships generally called "step", providing persons in such relationships have been raised in the family home and have continued an active family relationship, the Employer shall grant such employee a maximum of three (3) working days off with pay, at the prevailing hourly rate to attend the funeral, provided the period between the day of death and the day of the funeral are working days.

## ARTICLE 10. JURY DUTY

If an employee is required to be on Jury Duty the town will pay the employee his current wages the employee would have earned if the employee had worked minus the monies paid the employee by the court system, not including mileage paid an employee, so that employee suffers no loss in wages.



ARTICLE 11. RETIREMENT

SECTION 1. All employees shall be covered by New York State retirement Plan, Section 751, and receive whatever benefits are available to said employees under said plan, including Health Insurance under the applicable State Plan.

ARTICLE 12. SENIORITY

SECTION 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. An employee laid off for a period in excess of one (1) year shall lose his seniority rights.

ARTICLE 13. GRIEVANCES

SECTION 1. DEFINITION OF GRIEVANCE

The purpose of this Article is to establish procedures for prompt discussion, processing and settlement of alleged grievances. Grievance within the meaning of this agreement shall consist only of disputes about alleged violations of, or failure to comply with the provisions of this agreement with respect to wages, hours of work and working conditions including questions of interpretation or application of this agreement.

SECTION 2. GRIEVANCE HANDLING

To make this procedure orderly and effective, it is agreed that individual employees shall pursue their occupations without interruption in accordance with instructions from the Highway Superintendent while their grievances are being processed, as set forth below:

STEP 1

The job steward shall present the grievance, in writing, to the Highway Superintendent within three (3) days of the grievance occurrence. The Highway Superintendent must respond to this alleged grievance, in writing, within three (3) workdays.

STEP 2

If the grievance is not satisfactorily settled by the procedure in Step 1, the written grievance may be transmitted by the Job Steward to the Town Supervisor, or his designated representative, within five (5) working days following the disposition of the grievance under Step 1. The Town Supervisor or his designated representative and Highway Superintendent shall meet with the Job Steward and Teamsters Local # 294 representative if his presence is requested by the Job Steward. The Town Supervisor or his designated representative and Highway Superintendent shall render his decision in writing, to the Job Steward within (5) five working days from the date of the grievance meeting, unless an extension of time is mutually agreed to.

### STEP 3

Should the aggrieved be dissatisfied with the disposition of such grievances, they may within five (5) working days following the disposition of the grievance in Step 2, refer such grievance to the whole Town Board. The Town Board shall within (15) working days after discussion of the grievance between the parties, unless an extension of time is mutually agreed to, make written answer to the Job Steward.

### STEP 4

Should negotiations between the Town Board and Union in the last step of the grievance procedure fail to bring about an agreement between the parties with respect to any grievance, the Union may within fifteen (15) days notify the Town Board, in writing, of its intention to submit the matter to P.E.R.B.(Public Employees Relation Board). Such time may be extended, in writing, by mutual agreement. Thereafter, the P.E.R.B. Rules and Regulations for handling a grievance shall apply. The decision of P.E.R.B shall be final and binding upon both parties and shall be compiled within ten (10) days unless mutually agreed otherwise. If such decision reflects a retroactive wage payment, the Town board shall notify the Union on the date such payment will be made. P.E.R.B shall not have the power to make award changing or amending, or adding to or subtracting from the provisions of this agreement. The expenses and compensation of the P.E.R.B. procedures shall be shared equally by the Town Board and the Local Union # 294

## ARTICLE 14. DISCIPLINE AND DISCHARGE

SECTION 1. Employees shall be considered permanent upon the satisfactory completion of six (6) months continuous service. All employees shall become a member of the bargaining unit or pay Agency Shop fees upon the completion of one (1) month of service.

No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

## ARTICLE 15. RECIPROCAL RIGHTS

SECTION 1. The Employer recognizes the right of the employees to designate representatives of Local # 294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit employees during working hours for the foregoing purposes, provided such visits do no interrupt the work schedule. Such employee representative shall also be permitted to appear at public hearings upon the request of the employers.

SECTION 2. Local # 294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer.

SECTION 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, free from their regular duties, to fulfill these obligations.

SECTION 4. In accordance with past Town practice, Local # 294 recognizes Management's prerogative to hire part-time employees to complement the Highway Department work force as needed and will be given first consideration when hiring a full-time employee. However, it is understood that permanent employees shall, in all cases, be accorded preferred consideration in regard to the assignment of the work and overtime responsibilities.

#### ARTICLE 16. SAVINGS CLAUSE

SECTION 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or, if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Article of this Agreement, or any addition thereto, shall not be affected.

#### ARTICLE 17. LEGISLATIVE ACTION

SECTION 1. It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

#### ARTICLE 18. APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local laws applicable thereto, and any of the terms of this Agreement which are not consistent with, or conform to, any Federal, State or Local laws shall be deemed null and void.

#### ARTICLE 19. CONTRACT REOPENING CLAUSE

This Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of work, and conditions of employment and concludes all collective bargaining for its term except as expressly provided herein. However, the Agreement may be amended or modified in writing at any time by mutual agreement of the parties hereto.

#### ARTICLE 20. RULES AND REGULATIONS

The Town Board and Highway Superintendent may adopt, from time to time and enforce reasonable rules and regulations not in consistent with any of the terms of all employees. Such rules need not necessarily be written, but in the event changes are made in the rules are established, these changes or new rules shall be in writing and shall be posted on the bulletin board for five (5) working days before the effective date of compliance. Copies of such changes or new rules will be furnished to the Job Steward.

#### ARTICLE 21. HEALTH INSURANCE

The Town will pay 90 % of the employees Health insurance coverage for the life of the Agreement for all employees hired prior to January 1, 2000. Coverage will be provided through the NYS Teamsters Council Plan based on the following rates per month:

	<u>2009</u>	<u>2010</u>	<u>2011</u>
Individual	\$432.47	\$492.70	\$542.10
Two Person	\$865.37	\$986.27	\$1084.63
Family	\$1189.93	\$1355.90	\$1491.10

The Town will maintain Health Insurance coverage at not less than the present coverage for the life of agreement. Upon an employee's retirement, the Town will continue to furnish health care at not less than the present coverage now offered to retirees by the NYS Teamsters Council Health & Hospital Fund using the formula below to calculate the contributions for the life of the retiree.

The Town will provide a Health Insurance opt-out plan. If an employee chooses to opt-out of the town's Health Plan, the employee will receive \$1,500.00 at the end of each year (or a pro-rata portion thereof based on the length of time worked). The employee must show proof of alternate coverage and can opt back in at any time the alternate coverage ceases for any reason. The Town will continue to provide disability insurance and pay for same.

All employees hired on or after January 1, 2000 will be eligible to receive health insurance benefits as stated below.

HEALTH INSURANCE - Medical Benefits will be provided to all full-time employees as follows:

First (1) year of employment - 80% coverage

Second (2) year of employment - 80% coverage

Third (3) year of employment & thereafter effective 1/1/08 - 90% coverage for all employees

The balance of any premium due will be deducted from the employee's paycheck through payroll deduction each pay period prior to the period the premium is due. The employer will establish a Cafeteria Plan to have any premiums deducted from employee's paycheck taken prior to any withholding tax.

Retirement - Full time employees will be granted medical benefits paid by the Town of Essex according to the following:

With 10 years of Town of Essex continuous service - 50%

With 15 years of Town of Essex continuous service - 75%

With 20 years of Town of Essex continuous service - 100% - Layoff of less than one (1) year will not constitute a break in service.

Employees must qualify and receive a pension under the New York State Retirement System at the time of retirement to be eligible to receive Health Insurance paid for by the Town, based upon the

above schedule.

ARTICLE 22. TERMINATION CLAUSE

SECTION 1. This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2011 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions of this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to December 31st, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008. Effective as of January 1, 2009.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

TOWN OF ESSEX

By: Ronald E. Jackson

Title: SUPERVISOR

Date: 11-25-08

Witness: Los Jayward

TEAMSTERS LOCAL 294

By: John Bulgaro

Title: President

By: Paul Engel

Title: B/A

Date: \_\_\_\_\_

Witness \_\_\_\_\_

SCHEDULE "A"

JOB CLASSIFICATION

HEAVY EQUIPMENT OPERATOR

Reports to: Highway Superintendent

1. Operate truck in connection with hauling of material for road construction and repair.
2. Operate truck to transport workmen, tools and other equipment.
3. Operate snow plow or related snow equipment.
4. Perform repairs on automotive equipment.
5. Operate bulldozer, grader, power shovel or other equipment.
6. Service assigned vehicle and maintain it in clean condition.
7. Load and unload trucks.
8. Perform variety of simple manual tasks, such as cleaning culverts, shovel snow, painting and road maintenance.
9. Operate one or more variety of vehicles.
10. Do other duties as assigned by Highway Superintendent.

A laborer will be classified to do numbers 8 and 10 of above.

All full-time employees shall be afforded the opportunity for any new job classification or work performed by the Highway Department in a seniority manner including newly hired employees.

<u>HOURLY WAGES - BASE RATES</u>	<u>H.E.O.S.</u>	<u>LABORER</u>
Effective 1/1/2009	\$15.11	\$12.47
Effective 1/1/2010	\$15.86	\$13.22
Effective 1/1/2011	\$16.61	\$13.97

The Superintendent of Highways may do work that is work of the Bargaining Unit Employees only when all available employees are working.

SCHEDULE "B"

JOB CLASSIFICATION

HEAVY EQUIPMENT OPERATOR/DEPUTY HIGHWAY SUPERINTENDENT

Reports to: Highway Superintendent

1. Operate truck in connection with hauling of material for road construction and repair.
2. Operate truck to transport workmen, tools and other equipment.
3. Operate snow plow or related snow equipment.
4. Perform repairs on automotive equipment.
5. Operate bulldozer, grader, power shovel or other equipment.
6. Service assigned vehicle and maintain it in clean condition.
7. Load and unload trucks.
8. Perform variety of simple manual tasks, such as cleaning culverts, shovel snow, painting and road maintenance.
9. Operate one or more variety of vehicles.
10. Assist the Highway Superintendent with the supervision of the other members of the Highway Department.
11. Do other duties as assigned by the Highway Superintendent.

The Deputy Highway Superintendent shall be responsible for covering for the Highway Superintendent during the absence of the Highway Superintendent and shall perform all duties as assigned by the Highway Superintendent.