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#### **Contract Database Metadata Elements**

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Union: **International Brotherhood of Electrical Workers (IBT), AFL-CIO**

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EXTRACTED  
COPY

**AGREEMENT BETWEEN**

**THE TOWN OF HAVERSTRAW HIGHWAY**

**DEPARTMENT**

**and**

**THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION 363 AFL-CIO**

**January 1, 2007-December 31, 2008**

**RECEIVED  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

**JUN 30 2008**

**ADMINISTRATIVE**

16

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**ARTICLE I**  
**SCOPE OF THE AGREEMENT**

**SECTION 1. Union Recognition.** The Town of Haverstraw (the "Town") recognizes Local Union No. 363 of the International Brotherhood of Electrical Workers (the "Union") as the sole and exclusive bargaining agent for all employees as hereinafter-defined in Section 2 of this Article.

**SECTION 2. Employees.** The term "Employee(s)" as used in this Agreement shall include all Employees of the Town Highway Department, not including the Superintendent of Highways (the "Superintendent") or temporary employees of any kind who shall be hired for a term of ninety (90) days or less.

**SECTION 3. Employer.** The "Employer" is the Town of Haverstraw, a municipal corporation organized and existing under and by virtue of the laws of the State of New York with a principal office at One Rosman Road Garnerville, New York 10923 (the "Employer" or "Town").

**ARTICLE II**  
**UNION SECURITY**

**SECTION 1.** It shall be a condition of employment that all Employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall pay or tender to the Union amounts equal to the periodic dues applicable to members pursuant to the rules and regulations of the Public Employment Relations Board as the same may exist or be amended.

**SECTION 2.** Upon written authorization from the Employer to do so in form approved by the Town and the Union, the Town shall deduct from the earned wages of such Employees and remit to the Union monthly Employees' monthly Union dues.

**ARTICLE III**  
**HOURS OF WORK**

**SECTION 1. Normal Work Day.** The normal work day shall consist of eight (8) hours of work in each twenty-four (24) hour period commencing no earlier than 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour for lunch to be taken between the hours of 11:00 a.m. and 1:30 p.m.

**SECTION 2. Normal Work Week.** The normal workweek shall consist of forty (40) hours of work and shall start Monday at 7:00 a.m. The normal workdays shall be Monday, Tuesday, Wednesday, Thursday and Friday.

**SECTION 3. Stand By.** Members of the bargaining unit shall be available for call-ins when snow and/or ice storms are likely. Failure to report for a call in such situations will result in discipline as determined by the highway supervisor.

**SECTION 4.** Effective July 1, 2001, a standby system shall be initiated as follows:

a. During the winter months (December 1 to March 31<sup>st</sup>), the workforce will be split into two crews by the Superintendent, each crew will be on standby on a rotating basis each week. During the remaining months, the standby crew shall be two (2) members each week. Any member of the bargaining unit assigned to standby for the week shall be available to respond to emergencies, when summoned by the Superintendent or his designee, with a reasonable period of time. The Superintendent may also, based upon weather reports, direct the standby crew to report at a designated hour. Two-way radios will be provided to the standby crew. It is the Superintendent's responsibility to make sure the standby crew has a two-way radio. When called, an Employee must call in immediately and report in within one (1) hour. Failure to respond and/or report will result in discipline as determined by the Superintendent.

b. Effective January 1, 2007, members of the bargaining unit shall receive forty-five (\$.45) cents per hour added to their regular rate of pay as compensation for standby responsibilities.

**ARTICLE IV**  
**OVERTIME**

**SECTION 1. Daily Overtime.**

a. All hours consecutively worked by an Employee in excess of the Employee's regularly scheduled work day (eight [8] hours) shall be paid for by the Town at one and one-half (1 ½) times the Employee's regular hourly rate of pay, or at the Employee's option the Employee shall receive compensatory time off at one and one-half (1 ½) times the hours the Employee has worked at over-time to be granted at the mutual convenience of the Employee and the Superintendent.

b. An Employee who is requested to work on the Employee's regularly scheduled day or days off, and who in fact does work, shall be paid by Town at one and one-half (1 ½) times the Employee's regular hourly rate of pay or at the Employee's option, shall receive compensatory time off at one and one-half (1 ½) times the hours worked at overtime to be granted at the mutual convenience of the Employee and the Superintendent.

**SECTION 2. Weekly Overtime.**

a. All hours worked in excess of forty (40) hours in any work week, shall be paid for by Town at one and one-half (1 1/2) times the Employee's regular hourly rate of pay or at the Employee's option, shall receive compensatory time off at one and one-half (1 1/2) times the hours the Employee has worked at over-time, to be granted at the mutual convenience of the Employee and the Superintendent.

b. All hours worked in excess of fifty (50) hours in any work week, shall be paid for by the Town at two (2) times the Employee's regular hourly rate of pay or at the Employee's option, shall receive compensatory time off at two (2) times the hours worked at over-time to be granted at the mutual convenience of the Employee and the Superintendent.

c. All accumulated compensatory time shall be paid at the end of each calendar year. There shall be no carry-over for compensatory time. Any payment made in accordance with this Section shall be paid in the 2nd payroll period in the following calendar year (2<sup>nd</sup> payment in January).

**SECTION 3. Holiday Overtime.** Employees who are required to work on any holidays listed in Article VI, shall be paid one and one-half (1 1/2) times the Employee's regular hourly rate of pay and in addition thereto, shall be allowed compensatory time off of an equal length of time worked on such a holiday. Compensatory time shall be given on a date and time agreed upon by the Employee and the Superintendent, or at such other time provided for by the Superintendent in the exercise of good discretion.

**SECTION 4. Overtime on Saturday and Sunday.** All hours worked on Saturday and Sunday shall be paid for by Town at one and one-half (1 1/2) times the Employee's regular hourly rate of pay, or at the Employee's option, the Employee shall receive compensatory time off at one and one-half (1 1/2) times the hours worked at over-time to be granted at the mutual convenience of the Employee and the Superintendent.

**SECTION 5. Distribution and Rotation of Overtime.**

a. Insofar as practicable, over-time work, except work necessary to complete a particular job, shall be distributed as equally as possible among the Employees scheduled overtime to the job in which the over-time work is to be performed; provided the Employees are fully qualified to perform the work required. The opportunities for the Employees to work overtime shall be rotated among all Employees regularly assigned to the job commencing with the Employees having the greatest seniority and an offered opportunity from which the Employee is excused, shall be considered a missed turn. This does not require a precise balance of over-time hours worked.

b. It is recognized by the parties hereto that the Town must have, at all times, qualified personnel available to it to perform necessary over-time work. Accordingly the parties agree as follows:

- (1) If qualified Employees within the job classification do not volunteer for the required over-time, the Town may go outside of the job classification in an effort to obtain the needed qualified Employees on a voluntary basis;
- (2) On a voluntary basis the least senior qualified and available Employees within the job classification will be required to perform the overtime work; and
- (3) If the Town is unable to secure the Employees as provided herein, the Town may secure temporary employees.
- (4) If all members refuse scheduled overtime, the Superintendent shall go to stand-by to complete job.

**SECTION 6. Employee on Vacation.** Any Employee who having started his regularly scheduled vacation period and who returns to work at the request of the Superintendent, shall be paid at one and one-half (1 1/2) times the Employee's regular hourly rate of pay. An Employee is not required to return to work during his scheduled vacation period. If an Employee accepts such work, the Employee shall be entitled to receive the vacation time, which the Employee lost when the Employee returned to work for the Town. The Employee and the Superintendent shall mutually agree upon such rescheduling of vacation time. The Superintendent may in his discretion hire temporary employees if necessary and is not required to call for an Employee on vacation.

**SECTION 7. Emergency Work.**

a. Emergency work is hereby defined as work of any kind by an Employee performed before or- after any normal workday without prior notice or warning by the-Superintendent that such work Might be anticipated or required.

b. Any Employee called to work for emergency work shall receive not less than three (3) hours pay at time and one-half (1 1/2).

**SECTION 8. Town Convenience Layoffs.** No Employee shall be laid off during the Employee's regular workweek for the purpose of reducing over-time payment. Nothing herein shall prevent assignment of other work for which an Employee is qualified.

**SECTION 9. Out-of-Title Work.** Out-of-Title Work shall be interpreted as follows:

a. Any Employee who is in a civil service position of Laborer I or Laborer II shall immediately receive Motor Equipment Operator II pay while performing duties in that classification.

b. An Employee who is performing automotive mechanic's work shall be paid at the automotive mechanic's rate. The Superintendent shall make the sole determination as to whether an Employee shall be paid the above rate.

**ARTICLE V**  
**REST PERIODS AND ALLOWANCES**

**SECTION 1(a).** Employees shall be granted a rest period of fifteen (15) minutes before 12:00 noon and fifteen (15) minutes after lunch without loss of pay. Scheduling of said rest period shall be at the discretion of the Superintendent, which shall be at a reasonable time of each morning and each afternoon. Any Employee failing to take said rest period during the time scheduled shall not be entitled to receive an extended rest time at a later time or date unless the Superintendent shall provide it. The Superintendent's approval or disapproval shall not be subject to grievance or other review.

**SECTION 1(b).** Any Employee who shall, because of over-time or emergency work or a combination of both, be required to work four (4) or more consecutive hours after a normal work day, shall be entitled to a meal break of thirty (30) minutes with pay after each consecutive six (6) hours of work. The meal allowance shall be Eight and 00/100 (\$8.00) Dollars.

**SECTION 1(c). Sleep-time.** In the event an Employee works any three (3) consecutive hours between the hours of 11:00 p.m. and 5:00 a.m., the Employee will be entitled to Sleep-time the following day for the same number of hours as the Employee worked. If said Sleep-time extends into the Employee's regular workday, the Employee shall be paid double time (2x) for such work, in lieu of such Sleep-time.

**ARTICLE VI**  
**HOLIDAYS**

**SECTION 1.** The Town will grant to all Employees, the following holidays with full straight time pay for eight (8) hours, notwithstanding that no work is performed on such days:

- |                    |                            |
|--------------------|----------------------------|
| 1. New Year's Day  | 7. General Election Day    |
| 2. President's Day | 8. Thanksgiving Day        |
| 3. Memorial Day    | 9. Day After Thanksgiving  |
| 4. Good Friday     | 10. Labor Day              |
| 5. Columbus Day    | 11. Christmas Day          |
| 6. Veteran's Day   | 12. Fourth of July         |
|                    | 13. Martin Luther King Day |



**SECTION 2. Holidays Which Occur On Weekends.** In the event any of the holidays listed in Section 1 above, occur on either a Saturday or a Sunday, then the following schedule shall be adhered to by the Employees and the Town: Holiday on Saturday — the Employee receives immediately preceding Friday as a day off with compensation. Holiday on Sunday — the Employee receives immediate subsequent Monday as a day off with compensation. However, notwithstanding the above, the Superintendent shall ensure that the Town has an adequate work force to perform the Department's municipal duties.

**SECTION 3. Eligibility for Holiday Pay.** To be eligible for holiday pay as set forth in Section 1 of this Article, the Employees shall:

- a. have completed probationary term prior to the date of the holiday;
- b. have not failed to report to work on the holiday when he has agreed to work on such holiday; and
- c. must work the day before and the day after such holiday or have been excused from work.

**SECTION 4. Employee Vacation.** If a holiday falls within a vacation period of an Employee, the Employee's vacation shall be extended, or another day will be granted, which is mutually convenient to both the Employee and the Superintendent.

**ARTICLE VII**  
**VACATIONS**

**SECTION 1. Vacation.** Employees who have served in continuous employment of the Employer as of the anniversary date of the Employee's date of hire, shall receive paid vacation time as follows:

<u>Employment</u>	<u>Vacation</u>
one (1) year	one (1) week with pay
two (2) years	two (2) weeks with pay
three (3) years	three (3) weeks with pay
fifteen (15) years	four (4) weeks with pay

After the first year of employment, vacations shall be based on the fiscal year of the Town (January 1 to December 31).

Vacation pay for each week of vacation will be based upon an amount for each week's pay.

**SECTION 2. Prorating of Vacation Pay.** An Employee (after the Employee has completed one (1) year of employment) who is absent during the year for reasons of leave of absence, layoff, illness or injury and death, shall have the Employee's vacation pay prorated based upon time in which the Employee actively worked. (For example: an Employee absent for six (6) months shall receive 6/12ths of the Employee's vacation pay.) Time shall be rounded to the nearest month. Any Employee who is terminated shall be entitled to prorated vacation pay as described in this Section. Vacations may be saved from year to year up to one (1) week. Employees can carry over a maximum of five (5) unused vacation days per calendar year, not to be accumulative, or get paid out for the same five (5) days. Employee must choose by November 1<sup>st</sup> whether to carry over or receive a payout.

**SECTION 3. Earned Vacation Time.** Employee vacations shall be administered by use of a vacation book. The Superintendent shall maintain a vacation book which will be distributed to the Shop Steward for use in the Employee vacation selections. The Superintendent shall present the book no later than October 1 for the calendar year following. The Shop Steward shall distribute the book to all Employees based upon seniority. Each Employee shall select one (1) week of vacation. During April through November, no more than four (4) Employees are permitted to use vacation per week. During winter months, December 1 through March 31, no more than one (1) Employee is permitted to use vacation per week.

During non-winter months, each Employee may select only one (1) full week (5 days) of vacation. The book must be returned to the Superintendent within two (2) weeks from the date it was delivered to the Shop Steward. This will mark the end of the first rotation period. The Superintendent shall record the dates on his master calendar and thereafter shall redistribute the book to the Shop Steward for the second week of vacation. The process shall continue until each Employee has selected his/her first three weeks of vacation (for those who have at least three (3) weeks). Vacation selections in the first three (3) rounds shall be made on a full week (5 day) basis. No individual vacation days may be selected. The vacation book shall be returned to the Superintendent within two (2) weeks time for each round of selection of vacation. Any Employee who does not select and use his/her vacation when in possession of the vacation book shall forfeit his right to choose his/her vacation. At the end of three (3) rotation periods, the Superintendent will distribute the book to the Shop Steward for the fourth and final selection, which may be on a day-by-day basis. During the fourth rotation period, Employees may select vacation for periods of less than one (1) week (i.e., 1-4 days). Regardless of how many days are selected (i.e., less than 5 days) use of vacation shall count towards the limit of Employees allowed on vacation per week (e.g., if an Employee selects three (3) days of vacation the week of February 1, no other Employee may take vacation during that week). Any Employee who does not utilize his vacation selection during any rotation period shall forfeit his guaranteed vacation selection and will only be entitled to vacation solely at the discretion of the Superintendent. The Superintendent's decision regarding an Employee who did not select vacation days shall not be subject to grievance or otherwise reviewable.

**SECTION 4.** If two (2) or more Employees have any dispute or disagreement with the date when they shall receive their vacations, the Employee with the greatest seniority shall be entitled to the preference.

**ARTICLE VIII**  
**DEATH IN FAMILY**

**SECTION 1.** In case of death in an Employee's immediate family, the Employee shall be permitted to be absent with pay for a period not exceeding three (3) consecutive days. The term "immediate family" as used herein shall include the following: mother, father, spouse, son, daughter, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law. For aunts, uncles, nieces and nephews, the Employee will be permitted to be absent the day of the funeral only.

**SECTION 2.** Payment for bereavement time shall require the Employee supplying the Superintendent with proof of death and proof of the relationship of the person for whom said leave is required.

**ARTICLE IX**  
**SENIORITY CLAUSE**

**SECTION 1. Layoffs and Recalls.** Layoffs made in connection with the decreasing of the working force shall be made on the basis of length of continuous service. Recall of Employees so laid-off shall be made in inverse order of layoff providing the Employee is able to perform the work. The Town shall give not less than five (5) days advance notice of layoff involving more than five (5) working days to the Employee or the Employees affected. Rehiring shall be made on the same basis of seniority as layoffs.

**SECTION 2. Bumping.** When it is necessary to reduce the working force, the Employees shall bump the least senior Employee in accordance with their seniority provided that they have the necessary skills knowledge and abilities mental and physical to perform the job as constituted on a regular basis. A more senior Employee shall be entitled to a reasonable period of time to demonstrate skill, knowledge and abilities to the Superintendent. The length of time shall be within the sole discretion of the Superintendent.

**SECTION 3. Probationary Period.** All new Employees shall serve a probationary period in accordance with the New York State Civil Service Law. New Employees will be separated at the discretion of the Superintendent at any time during the probationary period without recourse on the part of the Union to the grievance procedure. The seniority of probationary Employees after having completed the probationary period will date back to the date of hire at which time a new Employee shall receive full continuous service credit.

**SECTION 4. Continuous Service.** Employee's continuous service with the Town shall be deemed to have terminated under the following conditions:

- a. The Employee voluntarily quits the Employee's employment;
- b. The Employee is discharged for just cause;

c. The Employee fails to report within four (4) working days after the date indicated on return receipt of written notice of recall to work from a layoff. Such written notice shall be given by the Town by registered mail, return-receipt requested, and addressed to the Employee at the Employee's last address appearing on the payroll records of the Town. Letter of the Town shall be considered as received if it is returned marked no forwarding address or refused;

d. The Employee is absent due to a layoff or for any other reasons excluding physical disability which continues for more than one (1) year;

e. The Employee is absent for more than one (1) year due to a compensable disability incurred during the course of employment, shall not have the Employee's continuous service broken provided such Employee returns to work within thirty (30) days after final payment of statutory compensation for such disability, or has been certified by the Town doctor as being fit to do the Employee's job. Nothing herein shall be construed as to require the Town to keep the Employee's position open and the Town may obtain a temporary employee to fill the Employee's position or otherwise as permitted by the Civil Service Law; and

f. The Employee fails to return to work at the expiration date of a leave of absence granted to the Employee by the Town.

**SECTION 5. Promotions.** If a vacancy shall occur and/or the Town desires to fill in any job classification, the Superintendent shall post a notice of such vacancy and the necessary qualifications to fill the same for a period of five (5) working days, during which time any qualified Employee, except a probationer, may submit to the Superintendent a written bid for such vacancy.

Where no bid is submitted or no bid is accepted because of a failure of the bidder to meet job qualifications, the Superintendent may fill the vacancy by assigning any Employee selected by him, or by hiring a new Employee. The Superintendent shall be the judge as to the ability of any bidder to perform the work for the vacant job classification and the Superintendent may make his decision with respect thereto after a reasonable period of careful observation and testing. Everything being equal the most senior qualified Employee will receive the appointment.

## ARTICLE X MANAGEMENT CLAUSE

**SECTION 1. Rights of Management.** The Employer reserves the exclusive right to exercise the normal functions of management, including the right to hire, direct discipline, suspend, discharge for cause, layoff, transfer, or require Employees to observe reasonable rules and regulations of the Employer, and to decide method, manner and type of business and service pursuant to the Civil Service Law.

**ARTICLE XI**  
**SAFETY AND HEALTH**

**SECTION 1.** The Superintendent will maintain working conditions in accordance with the applicable rules and regulations of local, state and federal government having jurisdiction.

The Town recognizes that safety and health conditions are a common cause of concern and accordingly, the parties hereto shall extend mutual cooperation to the other in maintaining, establishing and promoting safety and health provisions.

**SECTION 2. Wearing of Safety Gear.** All Employees shall wear protective equipment such as hard hats, safety goggles and the like, when required by the Superintendent. Any such requirement shall not be unreasonable. Any such safety and protective equipment shall be supplied at the cost of the Town.

**SECTION 3. Safety Committee.** The Town agrees that one (1) member of the Union Shop Committee, which member may be rotated at the convenience of the Unit, shall function as an advisory member of the Safety Committee, together with a representative of the Town. It shall be the function of the Safety Committee to meet monthly or whenever necessary for the common good of the parties. The Shop Committee member of the Safety Committee shall not suffer any loss of pay for attendance at meetings.

**SECTION 4. Employee Facilities.** The Town shall provide a room for storage, rest rooms and access to a telephone, as such presently exists.

**ARTICLE XII**  
**WORK CONDUCT**

**SECTION 1. Method of Performing Work.**

- a. The Employees shall perform their assigned duties in a workman-like fashion and in accordance with the rules of conduct which are made a part of this Agreement. It shall be just cause for the Superintendent to institute disciplinary proceedings, including terminating the Employee's employment if the Employee is found to be performing the Employee's assigned task in contravention of the work rules. In addition, each and every Employee is responsible for the proper care and storage of the Employee's equipment. In the event equipment is either lost or stolen, replacement of said item shall be borne by the Employee last using the piece of equipment.

## **SECTION 2. Discharge or Suspension.**

a. 1. This section establishes an alternative disciplinary procedure for members of the bargaining unit and replaces Sections 75 and 76 of the Civil Service Law. It shall apply to all members of the bargaining unit who have completed their probationary period and are subject to the due process protections of Section 75 of the Civil Service Law. This disciplinary procedure will not apply to any probationary provisional Employees.

2. The Employer shall neither discharge nor suspend an Employee without just cause. Where the Employer seeks to discharge or suspend an Employee for just cause, the Employer must immediately notify the Employee in writing of the charges against him/her, as well as the penalty to be imposed. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Union office within one (1) working day of the time of the discharge or suspension. Should the Employee seek to challenge the discipline imposed by the Employer, the Employee must do so by way of the grievance procedure within ten (10) working days of the receipt of the notice of discipline.

b. In respect to discharge or suspension, the Employer must give at least two (2) warning notices of the specific type of complaint within four (4) working days of the alleged incident (except for cases specified in Section 2(f) hereafter). Such warning notice shall be given to the Employee, in writing, and a copy of same provided to the Union and the Shop Steward. The warning notice as herein provided, shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence, upon which the complaint and warning notice was based.

c. Any Employee discharged without cause must be paid in full for all wages owed the Employee by the Employer, including earned vacation pay, if any, within ten (10) days from the date of discharge.

d. A discharged or suspended Employee must advise the Union in writing within five (5) working days after receiving notification of such action against the Employee of the Employee's desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

e. Should it be proven that an Employee had been discharged or suspended without cause, the Employee shall be fully reinstated in the Employee's position and compensated at the Employee's usual rate of pay for lost work opportunity.

f. Grounds for immediate discharge shall be for drinking alcoholic beverages on the job; use or possession of illegal drugs; intoxication; carrying unauthorized passengers; dishonesty; willful destruction of Town property; or horseplay which endangers the health, safety and welfare of another Employee or individual.

**ARTICLE XIII**  
**WORK CLOTHES**

**SECTION 1.** Employees who have completed their probationary term shall be entitled to receive a Four Hundred and 00/100 (\$400.00) Dollar clothing allowance which check shall be issued in April of each contract year. The clothing allowance shall be used to purchase three (3) sets of summer work pants, one (1) work jacket, one (1) work vest, one (1) coverall and socks. All clothes purchased by the Employees must be approved by the Superintendent. The clothes must be purchased on their own time and shall conform to department standards. The Town shall continue to provide three (3) t-shirts and three (3) sweatshirts as it has done in the past. Boots, gloves, rain gear, and one (1) pair of safety work shoes shall be provided by the Town when needed. The Superintendent, in his discretion, may require the Employees to turn in old clothes before the Town issues the Four Hundred and 00/100 (\$400.00) Dollar payment. The Superintendent, in his discretion, may require the Employees to purchase clothing, including shoes, from a vendor designated by the Superintendent.

**ARTICLE XIV**  
**PENSION**

**SECTION 1.** During the period of this Agreement, the Town agrees to continue to provide Section 75i of the New York State Employees Retirement Plan and all costs are to be provided for by the Town except those as otherwise specified by the State.

**ARTICLE XV**  
**HEALTH**

**SECTION 1.** The Employees of the Town will be covered under the statewide plan. The Town may opt for any plan of its choice provided the benefits are equal to or better than the existing plan. All costs are absorbed by the Employer on the day following the date the Employee completes his/her 60<sup>th</sup> day of continuous service with the Town. However, all Employees hired after JANUARY 1,2007, shall be responsible for contributions to the plan in the amount of ten (10%) percent of the cost of the yearly premium, which payment shall be made as a deduction from payroll. In addition, the Town reserves the right to change insurance providers, provided that the benefits provided to the Employees are substantially the same, such that no additional cost is paid by the Employees (including co-pays) and provided that all Employees of the Town who are not covered by this Collective Bargaining Agreement, but who are provided health insurance, are changed to the new plan as well.

**SECTION 2. Vision Care Benefit**

a. Maximum Payment. The amount payable under this benefit for each covered person for all such vision care expenses incurred during a calendar year period is One Hundred and 00/100 (\$100.00) Dollars per family member

b. SOME VISION CARE EXPENSES NOT REIMBURSABLE. No payment will be made under this benefit for expenses for:

- (1) non-prescription sunglasses; or
- (2) lenses or frames to replace lost or stolen lenses or frames.

**ARTICLE XVI**  
**RETIRED MEMBERS BENEFIT**

**SECTION 1.** The Town agrees to pay for all hospitalization costs of any Employee who may retire under the New York State Retirement System, provided said Employee has at least fifteen (15) years continuous service with the Town. Any surviving spouse may continue coverage under this plan at their own cost within sixty (60) days of the date of death of the Employee (Employees hired prior to July 1, 2001 will have coverage after at least ten (10) years of continuous service).

**ARTICLE XVII**  
**DENTAL BENEFIT**

**SECTION 1.** The Town provides for a Dental Plan and agrees to continue this plan at a cost to Highway employees which will not exceed Twenty and 00/100 (\$20.00) Dollars per month for single coverage and Twenty five and 00/100 (\$25.00) Dollars per month for family coverage. The Town has the right to change the provider as long as the coverage remains the same and the out-of-pocket expenses do not exceed the \$20 for Single coverage and \$25 for Family coverage.

**ARTICLE XVIII**  
**LIFE INSURANCE**

**SECTION 1.** The Town agrees to provide Life Insurance for all Employees in the amount of Twenty Thousand and 00/100 (\$20,000.00) Dollars.

**ARTICLE XIX**  
**BULLETIN BOARDS**

**SECTION 1.** The Town will provide a bulletin board at the Highway Garage for the posting of Union notices.



**ARTICLE XX**  
**TEMPORARY EMPLOYEES**

**SECTION 1.** A temporary employee is one who is hired for a period not to exceed ninety (90) days. Extensions of time must be by mutual agreement.

**SECTION 2.** Temporary employees shall not be entitled to any benefits under this Agreement other than those required by law.

**SECTION 3.** In hiring and rehiring temporary employees, the Superintendent shall follow the spirit and intent of Section 64 of the Civil Service Law insofar as it affects the provisions of this Agreement and shall pay such employee at a rate less than that paid to employees covered by the Agreement.

**ARTICLE XXI**

**JURY DUTY**

**SECTION I.** The Employee shall be excused from work without loss of pay on any normal work day for jury duty in any court of the nation or state.

**SECTION 2. Jury Duty Pay.** Any such excused Employee shall be entitled to regular straight time pay for a normal workday providing the Employee shall return to the Town any jury duty pay the Employee shall have received. Any Employee who is not required to report to the court, or who is excused from jury duty prior to the end of the normal workday, shall report to the Superintendent for work. No Employee shall be entitled to jury duty pay unless the Employee provides the Superintendent with a notice to report for such duty prior to the Employee's request for jury duty pay.

**ARTICLE XXII**  
**PERSONAL LEAVE**

**SECTION 1.** Employees, for good cause, shall be granted on January 1<sup>st</sup> leave with pay for personal leave not to exceed five (5) days with pay per year. Good cause shall mean for a purpose, which cannot be reasonably accomplished during normal working hours. The Superintendent shall construe good cause liberally and benefits of doubt shall be construed in favor of the Employee and in favor of personal leave.

**SECTION 2.** The Employee shall notify the Town at least twenty-four (24) hours prior to the day requested. In the case of an emergency - personal leave may be granted by the Superintendent on less than twenty-four (24) hour's notice.

**SECTION 3.** The Superintendent may grant a request for personal leave in segments of two (2) hours.

**ARTICLE XXIII**  
**SICK LEAVE**

**SECTION 1. Term of Sick Leave.** The Employees shall be granted on January 1<sup>st</sup> of each year, leave without loss of pay for personal illness in the following manner: Eleven (11) days for each year up to a maximum of one hundred and sixty (160) days.

**SECTION 2.** In his discretion, the Superintendent may request after the second consecutive day for which sick pay is claimed, such proof of illness as he believes to be necessary, including a doctor or dentist note or in his discretion he may require examination by a doctor of the Superintendent's choice after the third (3<sup>rd</sup>) day of such illness. The Town will reimburse a member of the bargaining unit for the Employee co-pay required under the health insurance plan in those instances where the Employee is required to obtain a doctor's notify to verify absence due to personal illness.

**SECTION 3.** Unused sick time can be used toward the Employee's longevity increment for the purposes of retirement, to be added as extra time but not to be used for vesting.

**SECTION 4.** The Town will have an answering machine installed for members to call in when they are sick.

**SECTION 5.** The Town will provide a fifty (50%) percent sick leave buyout each year for those Employees who exceed one hundred sixty (160) days accumulated sick time. The payment shall be made in the paycheck following the end of the year payment.

**ARTICLE XXIV**  
**GRIEVANCE**

**SECTION 1.** If a dispute arises concerning the interpretation application or claimed violation of a specific term of this Agreement the following steps will be utilized:

- a. Grievant and Shop Steward shall take the matter up with the Superintendent within ten (10) working days of the alleged violation.
- b. The Superintendent shall give his answer within ten (10) working days to the Employee and Shop Steward.
- c. If Employee is not satisfied after step "b", the Employee shall submit his/her grievance in writing to the Town Board within five (5) working days after the Superintendent's answer is received by the Employee and Shop Steward.
- d. The Town Board will answer the grievance in writing within thirty (30) working days to Shop Steward.
- e. In the event the dispute is not resolved at the local level, either party shall have

recourse to a final binding arbitration on the grievance. The parties shall agree on an arbitrator who shall have such authority. In the event the parties cannot agree on the arbitrator, the parties shall have recourse to grievance arbitration pursuant to the New York State Public Employment Relations Board.

**SECTION 2.** The cost and expense of pursuing any grievance shall be borne by each party on its own behalf.

**ARTICLE XXV**  
**EQUAL OPPORTUNITY**

**SECTION 1.** The Town and Union agree in carrying out their respective obligations under the terms of this Agreement that they will not discriminate in any manner whatsoever against any Employee or applicant for employment because of sex, age, race, creed or national origin.

**ARTICLE XXVI**  
**EMPLOYEE RIGHTS**

**SECTION 1.** The Town will not interfere with, coerce, intimidate or discriminate in any manner against any Employee because of membership or activity in the Union.

**SECTION 2.** Two (2) members selected to serve as a negotiating committee shall receive appropriate time off without loss of pay. If negotiations are to be held after hours it should be handled without pay.

**ARTICLE XXVII**  
**EMPLOYEE NOTIFICATION OF  
LEAVE AND ACCUMULATED LEAVE**

**SECTION 1. Employee Notification.** The Employee shall be notified in writing, at six (6) month intervals, as to the Superintendent's records of all leave, vacation, sick leave, compensatory time available, including accumulated sick leave, if any.

**SECTION 2. Employee Request.** At all other reasonable times, Employees may request a written statement of the records of the Superintendent as to available leave time.

**ARTICLE XXVIII**  
**EFFECTIVE DATE - TERMINATION - AMENDMENTS - DISPUTES**

**SECTION 1.** This Agreement shall be in force for a term of two (2) years beginning JANUARY 1, 2007 AND EXPIRING DECEMBER 31, 2008. It shall continue to be in effect from year to year hereafter, from January 1 through December 31 of each year unless changed or terminated in a way later provided. Salary schedules agreed upon herein shall effect January 1, 2007 and shall be paid retroactively.

**SECTION 2.** Either party desiring to change or terminate this Agreement must notify the other in writing at least ninety (90) days prior to December 1 of any year. When notice of changes only is given, the nature of the changes desired must be specified in the notice, and until a satisfactory conclusion is reached in the manner of such changes, the original provisions shall remain in full force and effect.

**SECTION 3.** This Agreement shall be subject to amendment at any time by mutual consent of the parties hereto. Any such amendments agreed upon shall be reduced to writing, signed by the parties hereto and approved by the International Office of the Union, in the same manner as this Agreement.

**SECTION 4.** 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 XXIX**  
**CONDITIONS COVERING THE ENTIRE AGREEMENT**

**Overall Paragraph Covering Entire Agreement.** Notwithstanding any other provision of this Agreement to the contrary, parties agree that they shall be governed by the Civil Service Law of the State of New York, and any other applicable law concerning employment and condition thereof. In the event of a conflict between this Agreement and the Civil Service Law, the Civil Service Law shall prevail.

**SECTION 1.** Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:

"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."

**SECTION 2.** Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.

**SECTION 3.** Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

**ARTICLE XXX**  
**WAGES**

**SECTION 1.** Employees will be paid bi-weekly. The basic wage scale, as of

		<b>1/1/2007</b>	<b>1/1/2008</b>
Highway Maintenance Supervisor		\$32.76	\$33.75
Senior Mechanic		\$32.76	\$33.75
Auto Mechanic		\$28.61	\$29.47
MEO3		\$28.61	\$29.47
MEO2		\$23.57	\$24.27
Motor Equipment Operator		\$22.56	\$23.23
Laborer II (must have over 3 years Town Service)		\$21.59	\$22.24
Laborer I (having 3 years or less Town Service)		\$20.26	\$20.87

After five (5) years of service from their anniversary date, Laborer II will go to MEO (members hired prior 7/1/01 will go to MEO2).

**SECTION 2.** The Town will reimburse members of the bargaining unit required to pay a fee to maintain the driver's license where a driver's license is required as part of the job description.

**SECTION 3.** If an Employee is requested to perform a specialized job that requires a skill that requires a background in special training such as auto body, auto body painting that the Employee receives the base pay of Auto Mechanic.

**ARTICLE XXXI**  
**LONGEVITY**

The Employees shall receive longevity pursuant to the following schedule:

- a. Eighty cents (\$.80) added to the hourly rate after five (5) years of service.
- b. Ninety cents (\$.90) added to the hourly rate after ten (10) years of service.
- c. One dollar (\$1.00) added to the hourly rate after fifteen (15) years of service.
- d. One dollar and 15/100 (\$1.15) added to the hourly rate after twenty (20) years of service.
- e. One dollar and 25/100 (\$1.25) added to the hourly rate after twenty five (25) years of service.

Payment of longevity monies shall commence on the first (1st) day after either the fifth (5<sup>th</sup>), tenth (10<sup>th</sup>), fifteenth (15<sup>th</sup>), twentieth (20<sup>th</sup>), or Twenty Fifth (25<sup>th</sup>) year hiring/anniversary date.

**ARTICLE XXXII**  
**DRUG TESTING**

The controlled substance use prevention program policy and the alcohol misuse prevention policy is as follows:

- Any Employee who refuses an FHWA — mandated drug test will be suspended without pay until such time as the test is administered.
- Any Employee who refuses an FWHA — mandated alcohol test will be suspended without pay until such time as the test is administered.
- Any Employee who tests positive will be advised to obtain an evaluation from the Nyack Hospital EAP, or SAP, to determine if the Employee is need of assistance with a drug/controlled substance problem. The Employee will pay for this evaluation and will receive SAP report. Nyack Hospital EAP will give a copy of the report to the Employer. The cost to the Employee will be the insurance co-pay (\$18.00), which upon submission of a receipt, will be reimbursed by the Town of Haverstraw.
- An Employee who refuses a drug/alcohol test shall be considered to have tested positive. First positive result there from will result in the suspension without pay for thirty (30) days.

To the IBEW Local Union 363 contract dated January 1, 1997, covering Town of Haverstraw Highway Department employees:

**Confirmed Positive Test Results:**

- Incident 1 — The Employee is suspended without pay until such time as the Nyack Hospital EAP indicates compliance, but may utilize accumulated leave time. -
- Incident 2 – The Employee is suspended without pay for thirty (30) days, and may not return until the Nyack Hospital EAP indicates compliance.
- Incident 3 — The Employee is terminated

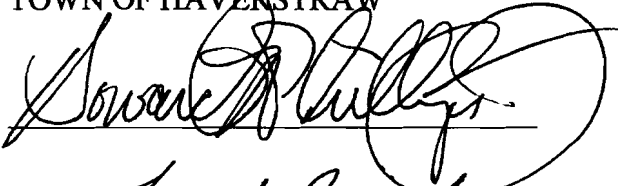
An incident is deemed to be a positive test result, a refusal for evaluation and or non-compliance of recommended assistance. An Employee who twice receives a confirmed positive test result will be terminated.

**ARTICLE XXXIII**  
**WORKERS' COMPENSATION POLICY**

**SECTION 1.** The Employees shall be subject to the Town of Haverstraw Workers' Compensation policy.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this \_\_\_\_\_  
Day of \_\_\_\_\_, 2007.

TOWN OF HAVERSTRAW





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I.B.E.W. LOCAL UNION 363

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