

TOWN OF PENDLETON
6570 Campbell Boulevard
Lockport, NY 14094



*Supervisor Joel Maerten
Councilman Jason Evchich
Councilman Justin Graham
Councilman Joseph Hickman
Councilman David Leible*

At the regular meeting of the Town Board of the Town of Pendleton, Niagara County, New York, held in the Board Room at the Town of Pendleton Town Hall, 6570 Campbell Boulevard, Lockport, New York, 14094 at 7:00 p.m. on February 14, 2022.

WHEREAS, certain employees of the Highway, Water, and Sewer Departments are collectively represented by Teamsters Local 264; and

WHEREAS, an extension to the 2020-2021 contract was negotiated and subsequently approved by the Union and by resolution of the Town Board on December 13, 2021; and

WHEREAS, it was the intent of all parties to set the rate of pay of personnel assigned the title of Water/Sewer Maintenance equal to the rate of pay of personnel assigned the title of Truck Driver; and

WHEREAS, contract language appearing on pages 17 and 18 of the approved contract extension does not reflect this intent; and

WHEREAS, an updated contract document has been provided which corrects this discrepancy.

NOW, THEREFORE BE IT RESOLVED, by the Town Board of the Town of Pendleton on this 14th day of February 2022 that the contract extension between Teamsters Local 264 and the Town of Pendleton, in effect from January 1, 2022 through December 31, 2023, as presented with this resolution, is approved. This resolution shall take effect immediately.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF PENDLETON

AND

TEAMSTERS LOCAL 264
BUFFALO, NEW YORK
AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE
JANUARY 1, 2022 TO DECEMBER 31, 2023

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PREAMBLE

An Agreement by and between the Town of Pendleton, New York (hereinafter, "the Employer" or "the Town"), and the International Brotherhood of Teamsters, Local 264 (hereinafter "the Union").

WITNESSETH

WHEREAS, The Union has been designated and selected by a majority of the employees in the unit hereinafter described as their exclusive bargaining agent for the purpose of collective negotiations and the settlement of grievances, and

WHEREAS it is the desire of both parties to this Agreement to negotiate collectively with regard to terms and conditions of employment in order to avert disputes and secure harmonious cooperation within the limits of the laws of the State of New York,

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 - LEGISLATIVE REVIEW

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation shall not become effective until the appropriate legislative body as given approval.

ARTICLE 2 - UNIT

The Unit shall consist of all regular full and part-time employees of the Highway Department and Water and Sewer Departments of the Employer, however, such Unit shall not include the Water and Sewer Superintendent, the Highway Superintendent, and all other employees of the Highway Department and the Water and Sewer Department ("the Unit"). All references to "Employees" contained herein shall be deemed to refer to members of the Unit.

The use of all other employees as described by the Town will not replace regular full-time or part-time employees. These other employees will not work when bargaining unit employees are on layoff or when the use of other employees may cause bargaining unit employees to suffer a reduction of regular hours.

ARTICLE 3 - RECOGNITION

The Union, having heretofore been designated and selected by a majority of the Employees in the Unit, and described herein as their exclusive representative for purposes of collective negotiations and the settlement of grievances, is hereby recognized as the exclusive representative for the employees of the Unit as defined herein for the purpose of collective negotiations with the Employer with regard to terms and conditions of employment and with respect to the administration of grievances arising under this Agreement within the limitations of the Laws of the state of New York.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

An employee shall not be disciplined, suspended or discharged except for just cause. Any employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed. The Employer will provide the Union with copies of any and all disciplinary notices imposed upon the employee within three (3) calendar days of the date of said penalty is imposed.

Disciplinary action shall be subject to the grievance procedure set forth in this Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

Any and all rights, powers, and authority which the Employer had prior to entering into this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted, or modified by this Agreement. These rights shall include, but are not limited to the right to: hire, select, promote, assign, retain, transfer, demote, layoff, suspend discharge or discipline employees; determine the number of people required to be employed, layoff or relieve employees from duty; require employees to record working time through use of time clocks; determine the methods, means, and personnel needed to conduct its operations; determine whether a vacancy exists and whether and when it should be filled; establish, eliminate, or combine jobs or job classifications; make such operating changes as are deemed necessary by it for the efficient and economical use of its facilities; make any and all reasonable rules and regulations; determine to make technological alterations by revising either processes or equipment, or both; determine work standards and enforce these standards by discipline; consolidate, merge or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management, or responsibility or such property, facilities, processes or work; and terminate or eliminate all or part of its work facilities. Any rights held by the Employer not expressly and specifically abridged, delegated, granted or modified by this Agreement shall continue and are not limited by past practice.

ARTICLE 6 - NO STRIKE CLAUSE

The Union recognizes the status of the Town of Pendleton Highway, Water and Sewer Department employees as "public employees" and the provisions of the law applicable thereto.

The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE 7 - DUES CHECK OFF AND AUTHORIZATION

An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A. Upon receipt of the authorization from an employee, the Town, shall pursuant to the authorization, deduct from the wages dues the employee each pay period.

The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264
35 TYROL DRIVE
CHEEKTOWAGA, NEW YORK 14227**

The Union shall certify to the Employer, in writing, the current rate of membership dues and shall give the Employer thirty (30) days' notice prior to the effective date of any changes.

A deduction authorized by any employee shall continue as long as so authorized unless and until such employee notifies the Employer of his desire to discontinue or to change such authorization in writing and by registered mail and the Employer shall forward a copy of the employee's notification to the Union.

Agency Shop: Agency Shop fee deductions, of an equal amount to Union membership dues, shall be continued for the term of this Agreement. Such amount shall be deducted on a monthly basis and shall be transmitted at the same time and to the same office as set forth in the Section above. The Union agrees to hold the Employer safe and harmless because of said deduction.

If, through inadvertence or error, the Employer fails or neglects to make a deduction which is properly due and owing from an employee's pay check, such deduction shall be made from the next pay check of the employee and submitted to the collective bargaining representative, employee or any party by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned.

On the effective date of this Agreement, the Employer shall supply to the Union at the address listed above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

ARTICLE 8 - PLEDGE AGAINST DISCRIMINATION AND COERCION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employees activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain or coercion.

The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union.

ARTICLE 9 - ENTIRE AGREEMENT

The parties agree that this Agreement represents complete collective bargaining and full agreement by the parties with respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement. This Agreement will replace and supersede any and all previous agreements and no amendments, modifications, changes or interpretive alterations shall be effective unless executed in writing, dated and signed by the representatives of the parties to this Agreement. The parties agree that this provision will be subject to renegotiation upon expiration of this Agreement.

ARTICLE 10 - BULLETIN BOARD

The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work. Postings by the Union on such boards are to be confined to official business of the Union.

ARTICLE 11 - ACCESS TO EMPLOYEES

Each contract year, the Employer will furnish the Union a list of new employees in the bargaining unit in addition to any change of address of current employees in the unit. Such list of new employees shall contain the name, address, position and salary. It is understood that it is the obligation of an employee to notify the Employer of any change of address, phone number, name, marital status. This information will be held in strict confidence and will not be used to harass any employee.

One (1) month after the signing of this Agreement, the Employer agrees to provide job descriptions of all positions covered by this Agreement to the Union and thereafter during the term of this Agreement will provide the Union with any revisions to said job descriptions. For any new job titles within the bargaining unit created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty (30) calendar days after an employee is appointed to such new position.

ARTICLE 12 - UNION BUSINESS

Properly designated Union Stewards shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise the appropriate Superintendent of the grievance and schedule the activity during the regular work day at a time mutually agreeable to all.

Contract negotiations shall be at a time mutually agreeable to both parties.

ARTICLE 13 - COMPENSATION

Compensation shall be set forth in Appendix A to this Agreement.

A. Overtime Pay

Hourly employees will be paid overtime for all time worked in excess of eight (8) hours in an employee's work day.

Hourly employees will be paid overtime for all hours worked in excess of forty (40) hours in an employee's work week.

For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday or a vacation day for which pay is received will be counted as a day worked.

B. Schedule of Hours

Normal working hours and days will be 7:00 a.m. - 3:30 p.m., Monday through Friday, except, during the months of May through September, the Highway Superintendent may, in his sole discretion, schedule employees of the Highway Department and Water Department to work four (4) days of ten (10) hours, the Water Department will work two (2) employees Monday-Thursday, and two (2) employees Tuesday-Friday, each during a regular work week. The hours of work for such a schedule shall be 6:00 a.m. to 4:30 p.m., with a thirty (30) minute unpaid period. The Highway Superintendent shall determine the duration of the four (4) day work week schedule and shall give a minimum of one (1) week advance notice when changing to or from a four (4) day work schedule.

Employees called in or out of their normal schedule shall be afforded two (2) hours of pay at the appropriate rate, upon the condition that they agree to stay until the job is completed.

If an employee is required to work on a holiday or a day celebrated as a holiday, the employee shall receive regular pay plus time and one half for each hour worked.

ARTICLE 14 - HOLIDAY PAY

Holiday pay is compensation paid for time during which work would normally be performed, said work having been suspended by reasons of a general holiday.

All full-time employees shall be entitled to the following paid holidays at their regular pay:

New Year's Day
President's Day
Good Friday
Memorial Day
Juneteenth
July 4th
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving
The second half (i.e., the last 4 hours of the shift) on December 24, provided that it is a workday
Christmas Day

With the exception of December 24, holidays falling on Saturday will be observed on the previous Friday and holidays falling on Sunday will be observed on the following Monday.

ARTICLE 15 - VACATION SCHEDULES

1. Full-time employees shall receive ten (10) days of vacation time after one year of employment. Vacation time shall be scheduled on a calendar year basis (January 1 - December 31). At the completion of one year of full-time employment, an employee will receive .83 days per month worked to the end of the calendar year. In order to gain a full month's vacation for only a partial month's work, the employee must be employed at least 15 days of the month in question.
2. Full-time employees, upon the completion of seven (7) years of service, shall receive two (2) extra days of vacation time to be added to the ten (10) days previously earned.
3. Full-time employees, upon the completion of ten (10) years of service, shall receive fifteen (15) days of vacation time.
4. Full-time employees upon the completion of fifteen (15) years of service, shall receive twenty (20) days of vacation.
5. An employee may, upon written request, receive pay instead of vacation days. A maximum of 1/2 of the number of vacation days earned may be used in this way. Five days of vacation time may be carried over to the next year.
6. The vacation periods of employees must be arranged so they do not unreasonably interfere with the operation of the Department to which they are assigned. Preference in

scheduling of vacations will be based on length of service. Vacation requests must be submitted one month in advance.

7. When an established holiday observance falls on a normal weekday within the vacation period of any employee, an additional vacation day will be granted.

ARTICLE 16 - SICK LEAVE

All regular scheduled full-time employees shall be credited with paid sick leave accumulated at a rate of twelve (12) days per year. These days may accumulate to a maximum of two hundred (200) days.

Sick leave shall be paid only when the employee is absent due to that employee's illness or medical appointment. At the discretion of the employee's supervisor, a sick day may be granted for a family emergency.

Employees taking sick leave are to report their absence, not later than twenty (20) minutes before their normal starting time, in order to be credited with sick leave.

All leave for sickness may be subject to proof. However, no proof of sickness is mandated by the Town until an employee has been absent for over three (3) consecutive work days, or there is a pattern of sick leave abuse. An example of proof would be a doctor's certificate.

The employee will have the option to accept disability payments singularly or may augment the disability benefit through partial application of the employee's accrued sick leave, personal days or vacation time.

If the employee accepts disability benefits solely, there will be no deduction from sick leave.

Sick leave time may also be used at the employee's discretion to supplement disability benefits. Upon application by the employee, the difference between the weekly benefits received from disability and full pay will be paid by the Town and deducted from sick time accrued. Deductions from sick time will be made in not less than one-half (1/2) day increments.

After ten (10) years of continuous service to the Town, an employee will be awarded one day of vacation time for every four (4) days of sick time earned and not used beyond the maximum number of days permitted to be accumulated. The sick days may only be used once, and a time period of January 1 to December 31 will be used for determining earned sick days. The vacation days are in addition to the vacation days earned in Section 3 and must be used in the year following the year earned.

Incentive - Any regular working full-time employee who used no sick days for the time period of January 1 to December 31 will receive a bonus of \$200.00. Any regular working full-time employee who use two or less sick days during the time period of January 1 to December 31 will receive a bonus of \$100.00. The bonus will be paid on the first pay day in January following the completed time period.

ARTICLE 17 - PERSONAL LEAVE

1. Each January 1st, full-time employees shall be credited with five (5) paid personal leave days.
2. Personal leave must be applied for by the employee at least two (2) days in advance. Where an emergency exists, the two-day requirement may be waived by the Employer.
3. Unused personal leave days shall not be cumulative and are forfeited as of December 31st of each calendar year.
4. New employees shall not be eligible for personal leave until the employee has been employed six months. After six months, personal leave days shall be prorated up to the following January 1.

ARTICLE 18 - BEREAVEMENT LEAVE

A leave of absence with pay shall be granted to an employee who is necessarily absent from duty because of a death of an immediate member of his/her family. The immediate member of the family shall be defined as: spouse, children, brother, sister, father, mother, grandparents, father-in-law and mother-in-law, sister-in-law, brother-in-law, other person occupying the position of parent of the employee or his or her spouse, or member of the employee's household. The duration of such leave shall not exceed three (3) days. Any time in addition to these days shall be charged to either personal, vacation, or accumulated sick leave.

In the event of a non-immediate family member, the employee may receive up to three (3) days of paid leave.

ARTICLE 19 - INSURANCE

1. The Town will provide unit members coverage under the Teamster HRA Medical Plan.
2. The Town will fund a Health Reimbursement Account for each participating member in an amount equal to the annual deductible and coinsurance, but not to exceed \$7,200 for family coverage and \$3,600 for single coverage.
3. Employees hired before 1/1/11 will contribute 8.6% of the annual premium
4. Employees hired subsequent to 1/1/11 shall contribute 10% of their annual premium.
5. The Town will provide Employees with optional disability benefits under the New York State Teamsters Council Health and Hospital Fund.

HRA Insurance Before 1/1/2011

8.60%

	2022		
	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
Premium	\$7,220.72	\$14,027.00	\$19,132.88
Yearly employee Contribution	\$620.98	\$1,206.32	\$1,645.43
Biweekly Employee Contribution	\$23.88	\$46.40	\$63.29

	2023		
	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
Premium	\$7,538.44	\$14,654.64	\$19,992.44
Yearly employee Contribution	\$648.31	\$1,260.30	\$1,719.35
Biweekly Employee Contribution	\$24.94	\$48.47	\$66.13

HRA Insurance After 1/1/2011

10.00%

	2022		
	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
Premium	\$7,220.72	\$14,027.00	\$19,132.88
Yearly employee Contribution	\$722.07	\$1,402.70	\$1,913.29
Biweekly Employee Contribution	\$27.77	\$53.95	\$73.59

	2023		
	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
Premium	\$7,538.44	\$14,654.64	\$19,992.44
Yearly employee Contribution	\$753.84	\$1,465.46	\$1,992.24
Biweekly Employee Contribution	\$28.99	\$56.36	\$76.89

ARTICLE 20 - COVERALLS

Full time employees are eligible to be reimbursed up to \$500 annually for expenditures on necessary work clothing, such as coveralls and work boots. Employees will be reimbursed for such expenditures upon submission of appropriate documentation, including sales receipts.

ARTICLE 21 - LONGEVITY PAY

The Town of Pendleton shall pay each regular full-time employee the following longevity increments upon completion of continuous years of service:

Upon completion of ten years	\$100
Upon completion of fifteen years	\$200
Upon completion of twenty years	\$300

Longevity pay will be paid on the payday prior to December 25th.

ARTICLE 22 - RETIREMENT

1. The Employer shall continue to afford eligible employees the opportunity to participate in the New York State and Local Employee Retirement System at the rates and under the terms in effect as of January 1, 1981.
2. The Health Care Plan offered by the Town of Pendleton will be paid for by the Town after retirement between the ages of 55 to 65 years with the following years of service or until eligible for Medicare or Medicaid:

10-15 years of service:	the Employee pays 50% of premium, together with the amount or percentage paid by the Employee when an active Employee just prior to retirement
16-20 years of service:	the Employee pays 25% of premium, together with the amount or percentage paid by the Employee when an active Employee just prior to retirement
20+ years of services:	the Employee pays the same amount or percentage of premium as when an active Employee just prior to retirement

The Employer will pay the balance of the premium. Such Employer payments will be paid to age 65 or until the retiree is eligible for Medicaid or Medicare, whichever occurs first.

3. Under ten (10) years of service an employee may continue coverage through the Town Group Plan at his or her own expense, consistent with his or her rights under COBRA.

Employees retiring with fifteen (15) years or more of employment with the Employer will be able to select one of two options upon retirement from service. In either case, the employee must notify the Town Clerk and the Highway or Water & Sewer.

Superintendent in writing of the intended date of retirement not less than six months prior to the date of retirement:

- a. The Employee may be paid one day's pay for every four (4) days of unused sick leave accumulated at the time of retirement.

OR

- b. Unused unpaid sick leave at retirement may be added to credited service and used in the benefit calculation at retirement. The formula to be used is specified in Section 41-j of the NY State and Local Retirement System guideline book.
4. The Town will not provide duplicate health insurance to an employee receiving health insurance from another employer.
 5. When an employee retires or leaves Town service, his separation shall be governed by the Agreement that it is in effect upon the date of his separation.
 6. An employee retiring (leaving Town service) before the age of 55 will have the health benefits frozen until the employee reaches the age of 55.

ARTICLE 23 - SURVIVOR BENEFITS

Upon the death of a retired employee before age 65, whose health insurance is paid by the Employer, the Employer will provide health insurance for the spouse for one year from the date of death at the same percentage the retired employee received.

ARTICLE 24 - JOB ASSIGNMENTS AND QUALIFICATIONS

Employees of the Highway Department shall report to the Deputy Highway Superintendent who, in turn, reports to the Highway Superintendent. Employees of the Water/Sewer Department shall report to the Deputy Water/Sewer Superintendent who, in turn, reports to the Highway Superintendent.

Any employee employed by the Town may be assigned, on a temporary or provisional basis or in an emergency, duties not normally performed in the employee's regular job classification.

An employee may be placed in the Class II laborer's certification if he/she possesses the necessary ability and qualifications to be able to perform the duties of a truck driver or an equipment operator. Class II laborers may be asked to drive a truck (with proper license) or operate equipment for short periods of time or in an emergency situation. A laborer working in the sewer or water department after earning a satisfactory yearly evaluation, displaying a knowledge of electricity, working independently and possessing the necessary commercial

driver's license may be placed as a Class II laborer, subject to Town Board approval and applicable civil service law and regulations.

A current full-time employee will have the first opportunity to fill an open position within the department in which that employee works (i.e., the Water/Sewer Department or Highway Department) if he/she qualifies, subject to Civil Service Rules and Regulations, Town Board Approval, and if his or her work and performance are deemed satisfactory by the appropriate hiring Superintendent. An employee is not guaranteed the right to transfer into a vacant position in a department in which the employee does not work.

The safety of the Town employees is a vital concern and a necessity. Cooperation is required from the employees and supervision to insure that all proper and appropriate safety standards and rules be followed at all times. This shall include that all appropriate and necessary safety devices, shields and clothes will be used and worn. This includes glasses, ear protection, work shoes, safety vests, hard hats, etc. It is the responsibility of each employee to have and to wear all necessary equipment to begin and to perform the work assigned in a safe manner. A Town vehicle will be taken out of service if certified as unsafe by the Auto Mechanic following consultation with the Highway Superintendent. When required by applicable regulation, DOT DMRV booklets will be provided for Town vehicles.

The Town will provide an annual hearing test for bargaining unit members.

Any employee employed by the Town shall provide, upon request by the Town, any information that the Town deems necessary to comply with standards set forth in the Crash Modification Factors Clearinghouse established by the Federal Highway Administration ("FHWA").

All employees are required to obtain a Commercial Driver's license or learner's permit no later than six months after their date of hire.

ARTICLE 25 - SENIORITY

Seniority shall be defined as length of full-time continuous service from the date of hire with the Employer.

In the event of a layoff, seniority shall determine the order in which such employees are laid off; those employees with the greater seniority being the last laid off. It is understood that seasonal employees must be laid off first then regular part-time employees before any full-time employees are laid off.

Any recall of laid off employees shall be in the inverse order of lay off. Seniority shall terminate upon:

- A. Discharge for just cause.
- B. Voluntary quitting of job.
- C. Layoff for a period of over one (1) year.
- D. Employees on layoff will be notified of recall by certified letter, and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

All, new employees shall be probationary for a period of six (6) months during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

ARTICLE 26 - JURY DUTY

Full-time employees required to be absent as a result of jury duty, as certified by the clerk of the applicable court, shall be paid by the Employer the difference between his or her rate of pay for eight (8) hours and the daily jury fee once every two calendar years. It is expected that the employee will report back to the Employer on any day that he or she is excused from jury duty before noon.

ARTICLE 27 - GRIEVANCE PROCEDURE

Defined: A grievance is any controversy between the Company and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Procedure: All grievances shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

Step 2:

If the matter is not resolved at the above Step, it may be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within fourteen (14) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

Step 3:

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration, providing such written submission is made within the (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual Agreement or from the panel submitted either by the New York Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or impliedly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of

this Agreement has been violated and the appropriate remedy. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written Agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator shall be shared equally by the Employer and the Union.

Employer Grievance: Any grievance submitted by the Employer shall begin directly at Step 2 of the procedure.

Discharge or Discipline: A grievance contesting discharge or disciplinary suspension must be filed directly at Step 2 within five (5) calendar days after discharge or disciplinary suspension; otherwise, the grievance shall be deemed waived. On all other grievances, the time limits in the Steps above must be met by the grievant; otherwise, the grievance shall be deemed waived

Time Limits:

- A. The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.
The time limits set forth above may be extended by mutual Agreement in writing to the Employer and the Union.

ARTICLE 28 - DURATION AND TERMINATION

This Agreement shall be effective as of the 1st day of January, 2022 and shall continue in full force and effect until the 31st day of December, 2023.

If either party desires to terminate or modify this Agreement it shall, one-hundred and eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

This Agreement shall be binding upon the Employer and its successors, assignees, or transferees of the Employer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 20__.

For Employer

For Union

APPENDIX A - WAGES

PENDLETON

Covered Employees Hired Before January 1, 2008

Deputy Highway Supt. and Deputy Water/Sewer Supt.	
2022	2023
\$31.29	\$32.07

Combination of duties of Deputy Highway, Water, and Sewer Superintendent with one employee may be done at the discretion of the Town Board. The Employee assuming the combined duties as discussed in this paragraph must acquire a Grade D license within (12) months.

Deputy Highway Supt. or Deputy Water/Sewer Supt.	
2022	2023
\$28.46	\$29.17

The Town Board may also, in its discretion, divide the duties of Deputy Highway, Water, and Sewer Superintendent into two positions: (1) a Deputy Highway Superintendent and (2) a Deputy Water/Sewer Superintendent. In the event that the Town Board decides to divide the duties as discussed in this paragraph, the Deputy Highway Superintendent shall oversee all Employees of the Highway Department. The Deputy Water/Sewer Superintendent shall oversee all Employees of the Water/Sewer Department. The employee assuming the position of Deputy Water/Sewer Superintendent must acquire a Grade D license within (12) months.

Sewer/Water Maintenance	
2022	2023
\$27.31	\$27.99

- Employees will be assigned as Sewer/Water Maintenance upon approval of the Town Board.
- Employees assigned as Water/Sewer Maintenance must have and maintain CDL and Grade D License. Failure to maintain these requirements will result in automatic placement to Laborer Class.

Truck Driver	
2022	2023
\$27.31	\$27.99

- Employees will be assigned as Truck Driver upon approval of the Town Board.
- Employees assigned as Truck Driver must have and maintain a CDL. Failure to maintain these requirements will result in automatic placement to the Laborer Class.

Equipment Operator	
2022	2023
\$27.56	\$28.25

- Employees will be assigned an Equipment Operator upon approval of the Town Board.
- Employees assigned as Equipment Operator must have and maintain a CDL. Failure to maintain these requirements will result in automatic placement to the Laborer class.

Labor Class I	
2022	2023
\$25.59	\$26.23

- A Laborer assigned to Water/Sewer responsibilities will automatically be moved to the position of Sewer/Water Maintenance upon: (1) completion of three calendar years of employment; (2) obtaining and/or holding a Commercial Driver License ("CDL"); and (3) obtaining and/or holding a Class D Driver's License.

PENDLETON
Covered Employees Hired After January 1, 2008

Deputy Highway Supt. and Deputy Water/Sewer Supt.		
	2022	2023
Step 1	\$26.04	\$26.69
Step 2	\$27.34	\$28.02
Step 3	\$28.02	\$28.72
Step 4	\$28.37	\$29.08
Step 5	\$28.56	\$29.27

Combination of duties of Deputy Highway, Water, and Sewer Superintendent with one employee may be done at the discretion of the Town Board. The Employee assuming the combined duties as discussed in this paragraph must acquire a Grade D license within (12) months.

Deputy Highway Supt. or Deputy Water/Sewer Supt.		
	2022	2023
Step 1	\$22.42	\$22.98
Step 2	\$23.54	\$24.13
Step 3	\$24.13	\$24.73
Step 4	\$24.44	\$25.05
Step 5	\$24.59	\$25.20

The Town Board may also, in its discretion, divide the duties of Deputy Highway, Water, and Sewer Superintendent into two positions: (1) a Deputy Highway Superintendent and (2) a Deputy Water/Sewer Superintendent.. In the event that the Town Board decides to divide the duties as discussed in this paragraph, the Deputy Highway Superintendent shall oversee all Employees assigned to Highway responsibilities. The Deputy Water/Sewer Superintendent shall oversee all Employees assigned to Water/Sewer responsibilities. The employee assuming the position of Deputy Water/Sewer Superintendent must acquire a Grade D license within (12) months.

Sewer/Water Maintenance or Truck Drivers		
	2022	2023
Step 1	\$21.27	\$21.80
Step 2	\$22.33	\$22.89
Step 3	\$22.89	\$23.46
Step 4	\$23.18	\$23.76
Step 5	\$23.32	\$23.90

- Employees will be assigned as Sewer/Water Maintenance upon approval of the Town Board.

- Employees assigned as Water/Sewer Maintenance must have and maintain CDL and Grade D License. Failure to maintain these requirements will result in automatic placement to Laborer Class.
- Employees will be assigned as Truck Driver upon approval of the Town Board.
- Employees assigned as Truck Driver must have and maintain a CDL. Failure to maintain these requirements will result in automatic placement to the Laborer Class.

Equipment Operator		
	2022	2023
Step 1	\$21.54	\$22.08
Step 2	\$22.61	\$23.18
Step 3	\$23.18	\$23.76
Step 4	\$23.47	\$24.06
Step 5	\$23.62	\$24.21

- Employees will be assigned an Equipment Operator upon approval of the Town Board.
- Employees assigned as Equipment Operator must have and maintain a CDL. Failure to maintain these requirements will result in automatic placement to the Laborer Class.

Laborer Class I		
	2022	2023
Step 1	\$17.87	\$18.32
Step 2	\$18.76	\$19.23
Step 3	\$19.23	\$19.71
Step 4	\$19.46	\$19.95
Step 5	\$19.59	\$20.08

- Step 1 and 2 — No minimum requirement.
- Step 3 and 4 — Must hold and maintain Grade D or CDL.
- Step 5 — Must hold and maintain Grade D and CDL.
- Employees not meeting the requirements for step advancement will remain at the current step until such requirements are met or action of the Town Board authorizes step advancement. Employees not maintaining the requirements for a specific step will be moved to the lowest pay step for which the employee qualifies until such time as the employee meets requirements.

- A Laborer assigned to Water/Sewer responsibilities will automatically be moved to the position of Sewer/Water Maintenance and placed at Step 1 on the wage scale upon: (1) completion of three calendar years of employment; (2) obtaining and/or holding a Commercial Driver License ("CDL"); and (3) obtaining and/or holding a Class D Driver's License.

Auto Mechanic		
	2022	2023
Step 1	\$21.78	\$22.33
Step 2	\$22.87	\$23.44
Step 3	\$23.78	\$24.38
Step 4	\$24.50	\$25.11
Step 5	\$24.99	\$25.62

- Employees will be assigned as Auto Mechanic upon approval of the Town Board.
- Employees assigned as Auto Mechanic must have and maintain a CDL. Failure to maintain these requirements may result in automatic placement to the Laborer Class, with final decision placed solely with the Town Board.

Notes:

- A) At the discretion of the Town Board, current employees may be granted credit for prior service for placement on a pay step above the first step of any class.
- B) Employees will move to the next step upon completion of one (1) calendar year of good service at the current step. Good service includes no documented accidents, good attendance, and great than 95% rate of punctuality, not including late punches with prior approval.
- C) Employees promoted to new class by the Town Board will be placed at step 1, unless action of the Town Board authorizes placement at a higher step.
- D) Once an employee is moved to a new class, time on step will be calculated at (1) calendar year from the date the employee was assigned to the class.
- E) Time on step of an employee who is moved to a different class, due to lack of maintenance of requirements of the former class, will be calculated as calendar years from the date on which the employee was moved to the new class. For example, an employee moved from Truck Driver to Laborer due to lack of maintenance of a CDL.
- F) Employees moved to a new class due to a lack of maintenance of the requirements of the former class will be placed at a step equal to the employee's total years of service. Total years of service will be calculated as a number of calendar years from date of hire. Should an employee not meet the requirements of the step as outlined above, the employee will be placed at the next lowest step for which the employee qualifies.