

LABOR AGREEMENT

BETWEEN

TOWN OF ULYSSES  
New York

AND

TEAMSTERS LOCAL UNION 317

**JANUARY 1, 2025- DECEMBER 31, 2027**

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## **ARTICLE 1 - RECOGNITION**

This Agreement is made by and between TEAMSTERS LOCAL UNION 317 affiliated with the International Brotherhood of Teamsters, and Teamsters Joint Council 18, hereinafter called the "Union", and the Town of Ulysses, New York, hereinafter called the "Town" or "Employer".

The Employer recognizes the Union as the exclusive representative of all employees in the following classifications of work covered by this Agreement for the purpose of collective bargaining as provided by the Public Employees 'Fair Employment Act, Article 14 of Civil Service Law case C-6112 (Taylor Law): All full-time and regularly scheduled part-time Motor Equipment Operators and full-time laborers. Excluded: Town Highway Superintendent, temporary and seasonal laborers.

## **ARTICLE 2 - SAVINGS AND SEPARABILITY**

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

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

## **ARTICLE 3 - EMPLOYEE ORGANIZATION RIGHTS**

### **Section 3.1 UNION SECURITY**

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against an Employee with respect to such matter.

Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union when negotiating salaries and benefits. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Union, except as otherwise noted, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

For present union members, dues payments, as defined in the following section, shall commence thirty-one (31) days following the effective date or the date of execution of this Agreement, whichever is the later, and for new union members, the payment shall start thirty-one (31) days following the date of employment.

To the extent such amendment may become permissible under applicable Federal and State Law during the life of this Agreement as a result of legislative, administrative, or judicial determination, all of the provisions of this Article shall be automatically amended to embody greater Union security

provisions and/or management rights to apply or become effective in situations not now permitted by law.

### **Section 3.2 DUES AND OTHER DEDUCTIONS**

**Dues Check-off:** The Employer agrees to deduct from the pay of all union members covered by this agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to the Union all such deductions, prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the Union shall provide the completed forms to the Town. The Union agrees to hold harmless and indemnify the Employer for withholdings from pay and remittances addressed in this section.

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

The Employer shall add to the list submitted by the Union the names of all regular new union members hired since the last list was submitted and delete the names of employees who are no longer employed.

Where a union member who is on Check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the employee shall make arrangements with the Union and/or Employer to pay such dues in advance.

**Other Deductions:** The Employer, upon written instruction from the employee, shall make deductions from the employee's wages as required by law to include health insurance premiums, direct deposit, optional employee contributions to their Health Savings Account (HSA) up to the allowable maximum, and any other deduction permitted in the Town's Personnel Policy. Health Savings Accounts remain with the employee during and after employment.

### **Section 3.3 INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Public Works Department buildings and property during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to upon advance notification to and approval by the Town Supervisor or Town Supervisor's designee (Highway Superintendent).

### **Section 3.4 STEWARDS**

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

- (a) The investigation and presentation of grievances of union members to his/her Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement;
- (b) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

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

The Steward or the designated Alternate if the Steward is absent, may request and be granted

reasonable time not to exceed 60 minutes per week to investigate, present, and process grievances on or off the Employer's property without loss of time or pay during his/her regular working hours.

Release time shall be with the consent of the Employer in its sole discretion, which shall not be unreasonably withheld. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours when computing daily and/or weekly overtime.

### **Section 3.5                    NON-DISCRIMINATION AND HARASSMENT**

The Employer and the Union agree not to denigrate, discriminate against or show hostility toward any individual with respect to hiring, compensation, terms or conditions of employment on the basis of gender, race, color, national origin, religion, disability, pregnancy, age, marital status, veteran status, military status, genetic predisposition, sexual orientation, domestic violence victim status, any other protected status, or political beliefs or affiliation.

### **Section 3.5a                    PROHIBITION AGAINST RETALIATION**

Retaliation against any employee who brings a written or verbal complaint of discrimination or harassment or who assists or participates in the investigation of such a complaint is strictly prohibited. The Town will not tolerate or permit adverse treatment of employees because they report discrimination or harassment or provide information related to such complaints. Any employee who participates in the procedure may do so without fear of retaliation.

Employees who believe that they have been subject to unlawful discrimination or retaliation in violation of federal, state or local laws or Town policies may file complaints as permitted by law or Town policy. However, nothing contained herein shall afford the complaining employee with the right to grieve the complaint of discrimination or retaliation.

### **Section 3.5b                    FALSE REPORTING**

False reporting and abuse of these reporting rights is actionable by the Town under NYS Public Employee Relations Board ("PERB") rules, federal and state law, and under employment laws, and can also constitute separately enforceable criminal conduct.

### **Section 3.6                    BULLETIN BOARD**

The Employer shall provide a bulletin board at the Town garage for the posting of notices and other materials pertaining to official Union business by the employees and authorized representatives of the Union.

## **ARTICLE 4 -                    MANAGEMENT RIGHTS**

The Union recognizes that there are rights and responsibilities belonging solely to the Employer except where limited by this Agreement.

Except to the extent expressly abridged by a specific provision of this Agreement, the Town reserves and retains solely and exclusively all of its inherent rights to operate and manage its business in all respects in accordance with their commitments and responsibilities whether such rights were previously exercised or not and to make and alter from time to time rules and regulations to be observed by the employees, including without limiting same, the right to discontinue old methods and to initiate any technical changes as well as any form or type or type of new method procedures to determine services to be rendered or supplied; to determine the size of the working force; to determine policy affecting selection or training of new employees; to hire and assign employees of its own selection, and to determine the number to be employed; to extend, maintain, curtail, sell, or terminate all or any part of the operations of the Employer; to prepare job qualifications and establish job classifications; to assign

and reassign the work to be performed by the employees; to establish and change work schedules; to transfer, promote, demote, lay-off, terminate or otherwise relieve employees from duty subject to applicable provisions of the Civil Service Law of the State of New York; and to supplement, not replace, the work force by hiring seasonal workers, temporary workers and contractors, to perform bargaining unit work.

## **ARTICLE 5 - BARGAINING UNIT**

### **Section 5.1 DEFINED**

The terms and conditions of this Agreement shall only apply to employees holding the titles set forth as defined in Article 1.

The terms and conditions of this Agreement shall apply to all non-supervisory and non-clerical employees of the Employer performing work that traditionally has been and presently is assigned to Public Works Department employees.

### **Section 5.2 PROTECTION OF UNIT WORK**

Except for seasonal workers, temporary workers and contractors who may augment and supplement the workforce, bargaining unit work as described above shall only be performed by bargaining unit employees and highway superintendent and shall be governed by the terms of this Agreement unless specifically addressed otherwise in an Intermunicipal Agreement (IMA).

## **ARTICLE 6 - SENIORITY**

### **Section 6.1 SENIORITY LIST**

A list of employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each employee's seniority date shall be included on this posting. Within thirty days of the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to and/or deletions from this list, the Employer shall within thirty (30) days forward a copy of the amended list to the Union.

### **Section 6.2 PROBATION**

A new employee who is hired shall work under the provisions of this Agreement.

Except as otherwise provided in Civil Service Rules for Tompkins County, every appointment from open competitive list and every appointment position in the non-competitive, exempt or labor class shall be for a probationary term of 52 weeks. The Highway Superintendent may reduce the probationary period to 26 weeks with approval of the Town Board.

### **Section 6.3 APPLICATION OF SENIORITY**

The Town agrees to apply the principles of seniority when appropriate, that is when the Town determines that the skills and the abilities of the employees are relatively equal, then seniority will prevail. Seniority means the total length of service with the Town. Seniority may be used to resolve disputes involving, but not limited to, lay off, recall from lay off and vacation bidding. However, the Employer shall not be required to make assignments or resolve disputes solely on seniority.

Seniority shall be broken only by discharge for just cause, voluntary quit, or more than one (1) year layoff, consistent with Tompkins County civil service rules. Any employee on layoff who works a total of five (5) cumulative days within any twelve (12) month period from his/her date of layoff shall be granted

an additional one (1) year layoff period from the date he/she worked such fifth (5<sup>th</sup>) day before such employee's seniority shall be broken.

## **ARTICLE 7 - DISCIPLINARY ACTION for UNION MEMBERS**

NOTE: Non-union members are not entitled to union representation and will follow the Town's Personnel Policy.

Disciplinary action, including discharge or suspension, shall be imposed only for just cause.

If the Employer proposes to impose any form of disciplinary action on an employee who has completed his/her probationary period, including discharge or suspension, it shall immediately give the employee, the Steward, and the Union written notification of the proposed disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action proposed, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, places.

A union member shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer, except if the Employer is imposing an on-the-job reprimand.

The employee shall be required to sign any statement arising out of the questioning to affirm receipt of the statement, with the understanding that acknowledging receipt is not agreement with the statement or summary itself.

No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

## **ARTICLE 8 - GRIEVANCES**

### **Section 8.1 GRIEVANCES DEFINED**

Any dispute concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Section. Every union member shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure.

Employees, Stewards, Alternate Stewards, the Union or the Town shall have fifteen (15) working days from the occurrence of any dispute to grieve such matter. If the Matter is not grieved, the Matter shall be deemed acceptable and all parties shall have waived the right to grieve the Matter.

### **Section 8.2 GRIEVANCE PROCEDURE**

The procedural steps of the grievance procedure shall be as follows:

Step 1: The union member shall present the basis for his/her dispute to his/her Union representative who shall advise him/her of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.

Step 2: If an amicable solution is not achieved in Step 1 within thirty (30) days, the second step

of the grievance procedure shall be between the Union Business Agent, or other representative of the Union designated by the Business Agent, and a committee of two Town Board members. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witness, etc.) shall be present at the presentation. The presentation shall be written.

Step 3: In the event that the grievance is unresolved after thirty (30) days in Step 2, either party may submit the issue to Public Employee Relations Board (PERB), and the rules of procedure applicable to that forum shall be controlling, but in no event may the hearing officer or administrative law judge have the power to add to, subtract from, or alter the specific terms of this agreement (unless invalid, or void as against recognized public policy). All filing fees and PERB expenses shall be shared equally between the Employer, on the one hand (to the extent of 50%), and all other parties, on the other hand (to the extent of the remaining 50%).

The hearing officer or administrative law judge's decision and award shall be in writing and delivered 30 days from the date the record is closed. The decision shall be final and binding upon the parties.

## **ARTICLE 9 - REVIEW OF PERSONAL HISTORY FOLDER**

Review of Personnel Files – Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Town Clerk and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. Identifying information from third parties may be redacted from items in the personnel file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Clerk. The employee will have an opportunity to provide a written response to any Performance Appraisals before they are filed in the Personnel File.

## **ARTICLE 10 - EXAMINATIONS & TRAINING**

### **Section 10.1 - EXAMINATIONS**

Any expense for physical examinations required by the Employer or required by law shall be paid by the Employer except to the extent that the employee's health insurance covers such expenses, in which case such portion paid by the employee's health insurance shall be responsibility of the employee.

Further, it is agreed that no employee shall be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty.

### **Section 10.2 EDUCATION & TRAINING**

**Education and Training** – Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. Employees must first seek approval from their Department Head or Town Supervisor and the request may not exceed the amount budgeted for that fiscal year without approval from the Town Supervisor.

### **Section 10.3 CDL LICENCE RENEWAL**

The Town will reimburse employees for the cost of renewal for a currently held CDL license.

## **ARTICLE 11 - HEALTH AND SAFETY**

It shall be the Employer's responsibility to provide a working environment that promotes health and protects the safety of all employees. Employees are entitled to receive safety training and are responsible for adhering to and cooperating with Town, PESH, and OSHA safety policies and practices.

### **Section 11.1 EQUIPMENT AND DANGEROUS CONDITIONS**

The Highway Superintendent or his deputy is responsible for assuring that all equipment is in safe working order. The Employer shall not require any employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety or which the employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety.

To assure that employees safely operate equipment in good working order, employees will be expected to complete PESH/ US DOT vehicle inspection reports each time they operate Town vehicles. A copy of each report will be maintained in the vehicle; with the Highway Superintendent; and with the Town's Safety Coordinator as a record in case of accident or injury. It is the obligation of the employee to report any dangerous conditions. It is the responsibility of the Highway Superintendent to follow up on reports of dangerous conditions in a timely way and to suspend use of the vehicle pending correction and certification of the vehicle's safety. After the complaint is satisfactorily adjusted, the Superintendent shall place on such equipment an "dated and initialed OK" in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

### **Section 11.2 PROTECTIVE EQUIPMENT and CLOTHING**

The Employer shall provide to the employees the necessary gear for adequate protection from inclement weather conditions excluding winter coats and hats. If necessary for the work, the Employer will also provide, including but not limited to: hard hats, safety glasses, ear protection, safety vest, safety jacket, work gloves, rain gear, rain boots, high visibility T shirts, and shop coveralls as needed. The Employer shall provide any necessary safety appliances that have not mentioned above in compliance with OSHA/MSHA Regulations and/or recommended by the Highway Superintendent subject to Town Board budget approval and procurement policies.

The Town shall provide personal protective equipment including masks, hand sanitizer and disinfectant wipes for all Public Works Department employees to protect themselves from COVID-19 and its variants during the pandemic.

### **Section 11.3 CLOTHING ALLOWANCE**

To assure the safety of employees while working, employees are expected to wear OSHA-approved safety shoes while at work. The Town will reimburse employees for purchase of such shoes and for clothing needed for Town purposes. The Town of Ulysses will reimburse employees up to an annual limit of \$600.00 upon presentation of receipts and approval of the Superintendent. Balances do not carry forward from one year to the next.

## **ARTICLE 12 - WAGES AND HOURS**

### **Section 12.1 HOURS AND WORK WEEK**

Section 12.1a The standard workweek for all full-time employees shall be forty (40) hours. The standard workweek shall consist of five (5) consecutive eight (8) hour workdays running from Monday through Friday inclusive or four (4) consecutive guaranteed 10 hour workdays running from Monday through Thursday. Standard workday hours are set by the Highway Superintendent annually by the Highway Superintendent and can vary seasonally. The Superintendent may flex time within the 40 hours work

week to accommodate routine weekend water duties as regular time.

Section 12.1b There shall be one thirty (30) minute paid break in the morning. All employees will receive a one-half (1/2) hour unpaid lunch break between the hours of 11:00 am and 1:00 pm. Approval of Rest Breaks – Rest breaks must be approved by the employee's Department Head in accordance with the needs and requirements of the department per Personnel Policy.

## **Section 12.2 PREMIUM PAY**

12.2a **Authorization:** An employee must receive prior approval from the Highway Superintendent before working beyond the employee's standard workday hours or the standard forty (40) hour work week.

12.2b **Overtime Rate:** All hours worked or paid in excess of the standard workday or the standard work week of forty (40) shall be compensated at the rate of one and one-half times the hourly rate. This compensation shall be in addition to all other benefits provide for by this Agreement. In no case can hours in excess of the standard workday and 40 hours/week be combined for double overtime.

12.2c **Credit for Paid Leave:** Where paid time off (vacation, sick, compensatory, holiday, and floating holiday) is available to an employee and used to get to the standard workday or forty (40) hours/week, it will be included as time worked in the computation of overtime. If an employee does not have sufficient banked Paid Time Off (PTO), the leave approved by the Superintendent will be unpaid and only hours worked will be paid.

12.2d **Call in Pay** Call-in time is defined as when an employee is not at work and they are asked to come into work outside standard workday hours. Call-in time starts when an employee is contacted by their Supervisor. The employee then has 30 minutes to report to work. Staying late to work overtime is not considered call-in time.

**Actual** hours worked as call-in hours (including travel time) are considered hours worked for the purposes of calculating overtime.

Call-in time will be paid at 1.5 times the employee's regular rate of pay, except if they are worked on an observed holiday when those actual hours are paid at two times the regular hourly rate of pay.

12.2e **Emergency Call In** Employees called in to work outside their regular work day for hours that do not abut their standard workday will be guaranteed a minimum of 3.5 hours. The 3.5 hour minimum includes the 30 minutes for travel. As above, call-in time will be paid at 1.5 times their regular rate of pay unless the call-in occurs on an observed holiday when those hours will be paid at 2 times the regular rate of pay. All paid hours will be included in the calculation of overtime or compensatory time.

12.2f **Regularly Scheduled Work Outside the Standard Work Week** is considered premium pay. Pay for regularly scheduled work on the weekend or outside of the regularly scheduled work week will be at 1.5 times the regular rate of pay for actual hours worked. Pay for regularly scheduled work on an observed holiday will be at 2 times the regular rate of pay for actual hours worked.

## Section 12.3 WAGES

### Motor Equipment Operator (MEO)

|      | Hourly Rate | % Increase | Probation Period<br>Hourly Rate |
|------|-------------|------------|---------------------------------|
| 2025 | \$29.75     | \$3.5/hr   | \$28.75                         |
| 2026 | \$30.79     | 3.5%       | \$29.79                         |
| 2027 | \$31.87     | 3.5%       | \$30.87                         |

### Deputy Highway Superintendent

(Wage rate = \$1.00/ hour added to base MEO annual salary)

|      | Hourly Rate | % Increase | Probation Period<br>Hourly Rate |
|------|-------------|------------|---------------------------------|
| 2025 | \$30.75     | \$3.5/hr   | \$29.75                         |
| 2026 | \$31.79     | 3.5%       | \$30.79                         |
| 2027 | \$32.87     | 3.5%       | \$30.87                         |

**MINIMUM WAGE LAW:** To the extent that any Federal Minimum Wage Law shall provide for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

## Section 12.4 LONGEVITY

Employees will receive longevity pay based on years of service as indicated in the chart below. Longevity pay will be paid as an annual stipend and will not add to base. The stipend will be paid as an annual pay on first payroll following the employee's anniversary date.

| Years of Service | Annual Stipend |
|------------------|----------------|
| 5-9 years        | \$ 500         |
| 10-15 years      | \$ 750         |
| 16- 20 years     | \$1,000        |
| 21-25 years      | \$1,250        |
| 26-30 years      | \$1,500        |

## Section 12.5 PAY DAY

Effective the first payroll of January 2022, employees shall be paid on a bi-weekly basis. Under normal circumstances, paychecks will be issued no later than the Friday following the end of the bi-weekly pay period ~~Wednesday~~ to avoid holiday-related delays and to save the Town processing fees.

## Section 12.6 SEPARATION FROM EMPLOYMENT

12.6a Employee Termination: If the Employer terminates an employee, the Employee forfeits payment of accrued vacation. Unpaid wages and unused compensatory hours, if any, shall be paid to the employee on the next payday.

12.6b Employee Resignation: An Employee shall resign by providing two weeks' written notice to their Department Head and the Town Clerk. Employees shall not use leave time in their final two weeks of work, except in case of emergency. Employees who resign will be entitled to payment of any accrued vacation, unpaid wages, and unused compensatory time at the hourly rate of pay at the time of resignation.

12.6c Employee Retirement: Retirement is defined as the day when the Employee begins to collect retirement from the New York State Retirement System. Employees who provide at least two weeks' written notice in advance of their last day of employment will be entitled to payment of any accrued vacation, unpaid wages, and unused compensatory time at the hourly rate of pay at the time of retirement. Employees shall not use leave time in their final two weeks of work, except in case of emergency.

Full-time Employees retiring from the Town of Ulysses who are at least 60 years of age and have 20 years of consecutive service at the time of retirement will be eligible to continue their health insurance coverage with the Town of Ulysses. (If not insured by the Town of Ulysses at the time of retirement, an Employee shall not be eligible for this benefit.) Eligible employees may also apply the dollar value of up to 120 days of accumulated sick leave (based upon the employee's rate of pay on the date of retirement) towards the cost of the retired employee's portion of the health insurance premiums.

Refer to the Town of Ulysses Personnel Policy for details of health insurance coverage allowed for Retirees.

## **Section 12.7 LAYOFF AND RECALL NOTICE**

The Employer shall provide any employee being laid off with one weeks' notice that he/she is being laid off or, if such notice is not provided one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

A laid off employee shall be given five (5) days' notice of recall and such notice shall be mailed to his/her last known address by certified mail, return receipt requested. If no response is received this will be treated as a voluntary resignation. Employees are entitled to the rights afforded by Civil Service Law upon layoff or recall.

## **Section 12.8 COMPENSATORY TIME**

In accordance with the Fair Labor Standards Act, an employee designated as FLSA Non-exempt will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given work week. Town of Ulysses Public Works Department Motor Equipment Operators (MEOs) and Laborers are classified as FLSA Non-exempt employees.

Additionally, under this agreement, hours worked over the standard workday in a given workday are considered overtime as outlined in Section 12.2. While hours worked in excess of the standard workday or 40 hours in a week are considered overtime, in no case can hours be pyramided, compounded or combined for double overtime.

The Town of Ulysses allows a non-exempt employee who wishes to receive compensatory time off in lieu of overtime pay to earn, accumulate, and use compensatory time with the approval of the Department Head.

When a non-exempt employee chooses to receive compensatory time in lieu of overtime pay, and it is approved, the employee will be credited with one and one-half hours for each authorized hour worked that would qualify as overtime as defined above. Overtime and therefore comp time is calculated based on a given workweek not a two-week pay period.

**Compensatory time accrual & use cap:** Non-Exempt employees may accumulate up to eighty (80) hours in compensatory time credits. The comp time cap is based on converted comp time hours. Once the comp time cap is reached all other hours worked that would be considered overtime are paid out to the employee at one and one-half times the employee's regular hourly rate.

**Compensatory Time Use** - Overtime is converted to compensatory time prior to that time being entered into the comp time bank. When compensatory time is then used, comp leave hours are paid at the standard rate of pay. For example, 2 overtime hours become 3 hours of comp time and when used comp hours are paid at the standard rate of pay.

Compensatory leave hours used during a week are considered "hours worked" for the purposes of computing overtime. An employee earning compensatory time in week 1 of the pay period, may not use the comp time in week 2. Time banked may be used in the following pay period or at any time in the future with permission of the supervisor and will be considered paid time off for the purpose of calculating overtime.

**Compensatory time pay out:** Unused compensatory hours are paid out at the employee's then current standard rate of pay on the last pay date of the calendar year. Unused compensatory time may not roll-over to the following year.

**Termination from Employment** – A non-exempt employee whose employment with the Town is terminated will receive cash payment for unused compensatory credits to which the employee is properly entitled at the employee's then current standard rate of pay.

**Non-Exempt Employees (Employees Working <40 Hours per week)** – See Town of Ulysses Personnel Policy for accruing and using compensatory time.

## **ARTICLE 13 - HEALTH AND WELFARE**

The Town shall provide the current Standard Platinum Plan and ancillary benefits offered by the Tompkins County Health Consortium or its equivalent to all full-time employees and their dependents who choose to enroll. Full-time employees shall contribute 10% of the cost of the premium through pre-tax payroll deductions. See Town Personnel Policy for benefits for employees working less than full time.

The Town shall provide NYS disability insurance and provide the New York State Family Leave Program to all employees at no cost to the employee.

The Town will also provide all employees represented by the Union any other health and welfare benefits equivalent to other employees of the Town as outlined in the Town of Ulysses Personnel Policy.

## **ARTICLE 14 - PENSION**

The Employer will continue participation in the New York State and Local Employee Retirement System, to the employees who qualify under the rules of that system. Their Tier 5 and 6 employees shall pay their share of the contribution.

Employees shall contribute based on the rules of that system to avoid specific references to Tiers that might change. Both parties agree to abide by the rules of that system.

## ARTICLE 15 - VACATION

**Allowance** – Employees will be credited with paid vacation leave in accordance with the vacation schedule below on an eight (8) hour workday per pay period accrual basis. An employee may take vacation leave only after it has been accrued with supervisor's approval. Vacation leave accrual will be recalculated on the employee's anniversary date of hire. Vacation leave hours are considered as "hours worked" for the purposes of calculating overtime.

| <b>Years of Service:</b> | <b>Vacation Leave</b> |
|--------------------------|-----------------------|
| 0- ≤1 year               | See "New Employees"   |
| >1- ≤2 years             | 10 work days          |
| >2- ≤3 years             | 12 work days          |
| >3- ≤4 years             | 13 work days          |
| >4- ≤5 years             | 14 work days          |
| >5- ≤6 years             | 15 work days          |
| >6- ≤7 years             | 16 work days          |
| >7- ≤8 years             | 17 work days          |
| >8- ≤9 years             | 18 work days          |
| >9- ≤10 years            | 19 work days          |
| >10- ≤20 years           | 20 work days          |
| Over 20 years            | 25 work days          |

**New Employees** – A newly hired full-time employee will accrue 6 work days of Vacation leave in their first year.

Employees working less than the standard 40-hour week will earn pro-rated benefits, per the Personnel Policy.

## ARTICLE 16 - HOLIDAYS

The following paid holidays shall be observed by the Public Works Department:

|                        |                        |
|------------------------|------------------------|
| New Year's Day         | Columbus Day           |
| Martin Luther King Day | Veteran's Day          |
| President's Day        | Thanksgiving Day       |
| Memorial Day           | Day after Thanksgiving |
| Juneteenth             | Christmas Eve          |
| Fourth of July         | Christmas Day          |
| Labor Day              | 1 Floating Holiday     |

Employees eligible for holiday pay who are scheduled to work on the observed holiday shall receive, in addition to the holiday pay at straight time, double time for the hours worked for both regularly scheduled

work and work under the emergency provisions of this Agreement. This compensation shall be in addition to all other benefits provided for by this Agreement.

**ARTICLE 17 - LEAVE**

**Section 17.1 PERSONAL DAYS**

Each employee shall be granted three (3) days of personal leave annually. Each employee shall receive eight (8) hours pay per day of personal leave, as applicable, in addition to all other benefits provided for by this agreement.

The employee will be credited each year on their anniversary date. An employee may take personal leave only after it has been credited. Personal leave hours are considered time worked and are included when calculating overtime.

Employees working less than the standard 40 hour work week will earn pro-rated benefits, per the Town of Ulysses Personnel Policy.

**New Employee** – A new employee will be credited with three work days of paid personal leave after the completion of six months of continuous service or completion of their probationary time, whichever is less.

Each employee shall give the Employer at least twenty-four (24) hours advance notice of his/her decision to take personal leave. Any unused personal days at the end of the year will **not** accumulate or roll-over or be applied to the Sick Leave accumulation and are not paid out at separation.

**Section 17.2 BEREAVEMENT LEAVE**

**Eligibility** – In the event of a death of an employee’s immediate family member, the employee may take a paid leave for up to four (4) consecutive days from the employee’s regularly scheduled work. Such leave will not be subtracted from any of the employee’s leave credits. An employee working less than 20 hours/week is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head. Leave for bereavement is not considered “hours worked” for the purposes of overtime.

**Definition of Immediate Family** – For purpose of bereavement leave, “immediate family member” will mean the following:

- Spouse or Domestic Partner\*
- Parent or Foster Parent
- Mother-in-law
- Daughter-in-law
- Grandparent
- Step-parent
- Aunt
- Child or Foster Child
- Sibling
- Father-in-law
- Son-in-law
- Grandchild
- Step-child
- Uncle

**Extended Bereavement Leave** – With authorization from the employee’s Department Head, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The Department Head will have total discretion in the approval of an employee’s extended bereavement leave, based upon the needs of the department.

## **Section 17.3            SICK DAYS**

**Eligibility** – Full time employees and part-time employees regularly scheduled to work 20 hours or more/week are eligible for paid sick leave in accordance with the Town's Personnel Policy. Employees hired on a temporary or seasonal basis are not covered by the union nor are they eligible for paid sick leave.

**Allowance** –A full-time, eligible employee will be credited with the equivalent of one eight (8) hour workday of paid sick leave each month. An employee may take sick leave only after it has been credited. The annual amount of sick leave is calculated for an employee based on their standard workday and then is accrued on a per pay period basis. Sick leave hours are considered time worked for the purposes of calculating overtime. Part-time employees regularly scheduled to work 20 hours or more/week are eligible for pro-rated benefits per Personnel Policy.

**New Employee** – A newly hired employee will begin to accumulate sick leave upon hire. Sick leave credits are eligible to be used only after they have been earned.

## **Section 17.4            MILITARY LEAVE**

**Military Leave (New York State Law)** – This section refers only to a paid leave for military service under New York State Law and does not affect an employee's entitlement to leave needed for military service under federal statute. The Town of Ulysses recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

**Military Leave of Absence (Federal Law)** – An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation leave may, at the employee's option, be used at any time during such leave of absence.

## **Section 17.5            JURY DUTY**

**Jury Leave** - In the event a full-time or part-time employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full pay during jury duty. If the employee receives a jury stipend from the courts, such amount must be reimbursed to the Town. An employee can collect and keep any mileage or parking expense reimbursement that may be issued by the court system for performing jury duty.

**Notification of Jury Duty** – When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's Department Head or Town Supervisor.

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

**Accrual of Benefits** – The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave. Hours worked for jury duty are considered “hours worked” for purposes of overtime.

#### **Section 17.6 TRUMANSBURG FIREFIGHTERS/EMERGENCY RESPONDERS**

In the event an employee is called upon to perform volunteer duties as a Trumansburg firefighter or emergency responder on a day the employee is scheduled to work, the employee will receive paid leave to perform such duties if so authorized. The employee may not leave the workplace until it has been approved by the appropriate supervisor. The paid leave is limited to the extent of the employee's regular work schedule. Such leave will not be subtracted from any of the employee's leave credits. Time spent by the employee performing such duties, including driving to and from the scene, will not be included as time worked for purposes of computing overtime. The employee is required to return to the worksite upon completion of the emergency call, unless such call ends after the end of the employee's scheduled work shift. See Personnel Policy for documentation requirements.

#### **ARTICLE 18 - NO OTHER AGREEMENTS OR UNDERSTANDINGS**

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions of employment set forth in this Agreement represent the full and complete understanding and commitment between the Union and the Town. The Union does not assert any other understanding or commitment by past practice or otherwise, other than what is expressly set forth in this Agreement. The absence of an express understanding or commitment shall serve as a complete bar to any grievance, charge or other claim based on a right not expressly set forth in this Agreement.

Except as otherwise provided for in this agreement, union members are eligible for and subject to all other provisions of the Town's Personnel Policy.

The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

The Employer agrees not to enter into any agreement or contract with the Employee's, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding those such matters as required by law.

#### **ARTICLE 19 - SUBCONTRACTING**

The Employer may supplement and augment the workforce by hiring subcontractors but agrees not to subcontract out bargaining unit work that results in the layoff of bargaining unit employees.

#### **ARTICLE 20 - LABOR MANAGEMENT COMMITTEE**

Representatives of the Town and the Union agree to hold periodic Labor Management committee meetings after the standard working hours at no cost to Town to discuss issues relevant to management

decisions or the terms and conditions of employment that arise from time to time, but said meetings shall not be used for the purposes of collective bargaining or grievance adjudication. Employee hours spent at labor management meetings will not count as hours worked for the purpose of calculating overtime.

**ARTICLE 21 - LEGISLATIVE ACTION**

THIS AGREEMENT SHALL BE OF NO FORCE OR EFFECT UNTIL AN IDENTICAL FORM HEREOF IS BOTH ACCEPTED BY THE UNION AND THE BARGAINING UNIT AND LEGISLATIVELY APPROVED BY TOWN, EACH AS EVIDENCED BY LEGISLATIVE RESOLUTIONS OR SIGNATURES OF BOTH.

**ARTICLE 22 - DURATION, NOTIFICATION, AND REOPENING**

This Agreement shall continue in full force and effective from January 1, 2025 through December 31, 2027.

The parties agree to begin meeting for the purpose of attempting to agree upon amendments to this Agreement no later than August of the final year of the agreement.

The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the beginning of the fiscal year.

AGREED TO AND SIGNED this day by:

**TEAMSTERS LOCAL 317**, affiliated  
with the International Brotherhood  
of Teamsters, By:

\_\_\_\_\_  
\_\_\_\_\_

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

**TOWN OF ULYSSES**, New York  
for Town Board by Town Supervisor:

\_\_\_\_\_  
\_\_\_\_\_

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