

ARTICLES OF AGREEMENT

by and between

ORIGINAL



TEAMSTERS UNION 687
14 Elm Street
Potsdam, New York 13676

and



TOWN OF CLAYTON
JEFFERSON COUNTY
405 RIVERSIDE DRIVE
Clayton, New York 13624

Effective: January 1, 2025

Expiration: December 31st, 2027

INDEX

ARTICLE	TITLE	PAGE
08	ARBITRATION & GRIEVANCE PROCEDURE	06
05	BULLETIN BOARDS	05
23	CREDIT UNION	16
14	DECLARATION OF PLEDGE OF NO STRIKE POLICY	08
16	DEFECTIVE EQUIPMENT	09
09	DISCIPLINARY ACTION	07
24	DOT DRUG AND ALCOHOL	16
32	DURATION AND RE-OPENING OF AGREEMENT	19
10	EXAMINATIONS	08
27	FLEX PLAN BENEFIT	17
07	FUNERAL LEAVE	11
20	HEALTH AND WELFARE	11
17	HOLIDAYS	09
04	INSPECTION PRIVILEGES	04
07	JOB STEWARD	05
29	JURY DUTY	18
28	LEAVES OF ABSENCE	18
12	LEGISLATIVE ACTION	08
31	MANAGEMENT RIGHTS	18
30	MILITARY LEAVE	18
11	MUTUAL INTEREST	08
13	NON-DISCRIMINATION CLAUSE	08
21	PENSION AND RETIREMENT	14
01	RECOGNITION AND SCOPE	03
15	RESOLUTION OF DEADLOCKS	09
02	SAVING AND SEPARABILITY CLAUSE	04
06	SENIORITY	05
03	UNION SECURITY	04
18	VACATIONS	10
26	VOLUNTEER FIRE FIGHTER	17
22	WAGES AND HOURS OF WORK	14
25	WORK CLOTHES	16

DEFINITIONS:

Agreement – shall mean the express provisions of this Agreement and no other

Authorized Agents – shall mean only those people that Union has notified the Town as authorized agents of the Union. Said agents may include stewards, elected officials, and other agents of the Union as identified by the Union. No more than four (4) people may be deemed as authorized agents of the Union at any one time.

Day – shall mean work day unless otherwise expressly stated in this Agreement. -

Town – shall mean the Town of Clayton.

Full-time – shall mean those employees whose regular schedule is based upon 40 hrs per work week on a continuous basis.

Regular employee – shall mean full-time Town Highway Department, Recreation Park and Transfer Site employees in work classifications covered by this Agreement for the purposes of collective bargaining.

Union – shall mean LOCAL UNION 687, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, or an authorized representative thereof.

Workweek – shall mean Monday through Friday, unless otherwise arranged according to Section 22.2 of this Agreement.

Seniority – Total full-time employment with the Town of Clayton

AGREEMENT:

This Agreement is made this day of September, 2024 by and between the TOWN OF CLAYTON, New York (hereinafter called the "TOWN") and LOCAL UNION 687, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the "UNION").

ARTICLE 1: RECOGNITION AND SCOPE

The Town recognizes the Union as the exclusive representative of its full-time Town Highway Department, Recreation Park and Transfer Site employees in work classifications covered by this Agreement for the purposes of collective bargaining excluding all office, clerical employees, guards, supervisors and seasonal or part-time employees.

ARTICLE 2: SAVING AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Rider thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or 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 Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, either party for the purpose of arriving at mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 Union Security- The Union agrees to represent employees in the bargaining unit as required by law. The Union will represent non-members as required by law for the negotiation and enforcement of the contract. Non-members are authorized to file and pursue grievances at their own expense. Non-members are further authorized to obtain individual representation at their own expense in order to pursue matters involving disciplinary interviews, grievances and arbitration

3.2 Except in emergencies, when the Town determines it needs additional employees, the Union shall have the opportunity to provide suitable applicants, but the Town shall not be required to hire those referred.

3.3 A probationary employee may be discharged or disciplined in the sole discretion of the Town, and without recourse to the grievance and arbitration procedures, up to the time he/she has successfully completed his/her probationary period.

3.4 The Town agrees to make Union and Agency payroll deductions as provided by law and when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions were made.

3.5 In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If, under applicable state law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union may have access to the Town's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Town's working schedule. The Union shall obtain permission from the Department head prior to exercising the privileges of this provision. Collection of initiation fees shall not be done on Town time.

ARTICLE 5: BULLETIN BOARDS

The Town agrees to provide a Bulletin Board and to permit the Union to post notices and other material pertaining to the official business of the Union in each of the departments. (Highway, Recreation Park and Transfer Site.)

ARTICLE 6: SENIORITY

6.1 The principles of seniority (total full time service with the town) shall prevail at all times under this agreement. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee.

6.2 All new full-time employees shall be considered on probation during their first 180 working days. Upon the successful completion of the employee's probationary period, the employee shall be placed on the regular seniority list as of his first day of work. In case of discipline during the employee's probationary period, the Town shall notify the Union steward of the discipline imposed.

6.3 The Town shall furnish the Union a seniority list, upon written request by the Union, not more often than once every calendar year.

ARTICLE 7: JOB STEWARD

7.1 The Town recognizes the right of the Union to designate a Steward. The Union shall notify the Town Supervisor in writing as to who has been designated as the steward.

7.2 The authority of the Steward 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 in accordance with the provisions of Article 8 of this Agreement.

(B) The transmission of such messages and information which shall originate with, and are authorize by, the Union provided such messages and information

- 1) have been reduced to writing, or
- 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

7.3 The Town recognizes these limitations upon the authority of the Steward.

ARTICLE 8: ARBITRATION AND GRIEVANCE PROCEDURE

Section 1; Definition of a Grievance: A grievance is defined as an allegation made by a member of the bargaining unit and/or the Union that there has been a violation, misinterpretation or inequitable application of a provision of this agreement.

Section 2; Other than during an employee's probationary term, an employee shall have the right to have the Union to file a grievance on his/her behalf in accordance with section 1 above.

Section 3; This procedure shall be the sole and exclusive procedure for resolving any and all grievances, and said grievances may only relate to interpretation of this Agreement.

Step 1; A grievance may be presented orally by the aggrieved employee and/or the Union to the employee's immediate supervisor within fifteen (15) days after the Union or the employee knew or should have known of the conditions upon which the grievance is based. If presented by the employee any settlement reached must have the approval of the Union. If discussion of the grievance with the immediate supervisor does not result in resolution of the grievance within ten (10) working days, the Union shall have ten (10) working days to appeal the grievance to step 2. Failure by the Union to file a timely appeal shall constitute a waiver of the grievance.

Step 2; Except as otherwise provided under Step 1 above, the Union may submit the grievance to the Department Head in writing, who shall within ten (10) working days after receipt of said grievance, will convene a meeting with the aggrieved party and the Union Steward for the purpose of resolving the grievance. If the grievance is not resolved at said meeting, then the Department Head will render a decision in writing to the Union within ten (10) working days of the meeting. If the decision is not accepted by the Union, then the Union may appeal to the Town Board provided said appeal is made within fifteen (15) working days of the Department Head's decision. Failure by the Department Head to give an answer within the specified time limits set forth above shall be deemed as a denial of the grievance.

Step 3; Within ten (10) workdays from the receipt of the appeal from Step 2 or the failure of the Department Head to give an answer within the time period set forth in Step 2, the Town Board, or its designee will convene a meeting with the Union for the purpose of resolving the grievance. If the grievance is not resolved at said meeting, then the Town Board will render a decision in writing to the Union within ten (10) working days of the meeting. If the decision is not accepted by the Union or if the Town Board doesn't issue a timely decision, then the Union

may appeal to mediation provided said appeal is made within fifteen (15) working days of the Town Board's decision or its failure to issue a timely decision.

Step 4; In the event the grievance is not resolved at the Step 3 level, upon agreement by both parties, a joint request may be made to the New York State Public Employment Relations Board requesting a staff mediator to be assigned to assist the parties in resolving the matter short of arbitration. Any and all costs for said services shall be shared equally by both parties. If the matter is not resolved through mediation, then the Union may file for arbitration.

Section 4 - ARBITRATION PROCEDURE:

If any grievance or dispute is not settled satisfactorily through mediation, the grievance may be submitted to the New York State Public Employment Relations Board for a list of arbitrators in accordance with its Rules. The powers of the arbitrator shall be limited to interpretation of the articles contained in this agreement. The decision of the arbitrator shall be limited to the interpretation of the Agreement and shall be final and binding upon the parties to this agreement. The fees and expenses of the arbitrator shall be split equally between the Union and the Town. Only the Union may appeal a grievance to arbitration.

Neither party shall be responsible for the other party's share of the divided costs or the expenses of witnesses or participants called by the other side. A transcript may be made at the request of either party and if the other party wishes a copy, it will be made available provided that party agrees to pay one half of the cost.

The selected arbitrator will hear the matter promptly and issue his/her decision not later than thirty (30) calendar days from the close of the hearing.

ARTICLE 9: DISCIPLINARY ACTION

Except for probationary employees, the Town may not discipline or discharge an employee without just cause. In the event that an employee is discharged or disciplined, the Town must immediately notify the employee in writing of his/her discharge or discipline and the reason therefore. All reasons for discipline shall be reduced to writing and such written notice shall be provided to the employee and also be given to the Steward as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

9.2 Any employee discharged must be paid in full for all wages owed him by the Town, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

9.3 Any employee disciplined or discharge shall be pursuant to the provisions of Article 8.

ARTICLE 10: EXAMINATIONS

10.1 Physical, mental or other examinations required by an agency for the performance of a duty prescribed by the employee's job description for the Town shall be promptly complied with by all employees; however, the Town shall pay for all such examinations. The Town may also choose to pay for other examinations if doing so will increase the employee's ability to perform additional tasks for the Town. The Town shall not pay for any time spent in the case of applicants for jobs and shall be responsible to employees only for the time spent at the place of examination, or examinations, where the time for those hours is in excess of two (2) hours and, in that case only for those hours in excess of two (2) hours. Employees shall receive regular pay without any loss in leave accruals for exams taken during the employee's normal working hours.

10.2 The Town reserves the right to select its own medical examiner

ARTICLE 11: MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all times further the interest of the Town as fully as it be in their power to do so.

ARTICLE 12: LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 13: NON-DISCRIMINATION CLAUSE

13.1 The Town and the Union agree not to discriminate against any individual with respect to hiring, compensations, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin or age.

13.2 The Town and the Union agree that there will be no discrimination by the Town or the Union against any employee because of any employee's lawful activity and/or support of the Union.

ARTICLE 14: DECLARATION OF PLEDGE OF NO STRIKE POLICY

The Union does hereby affirm that it does not assert the right to strike against the Town nor will it assist in or participate in any such strike by the employees, nor will it impose any

obligations on said employees to conduct, assist or participate in a strike. Furthermore, the Union will assert its best efforts to prevent strikes from occurring.

ARTICLE 15: RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

15.1 The parties agree to conduct meetings for the purposes of collective bargaining during the period of one hundred and twenty (120) days prior to the next fiscal budget year of the Town for the purposes of reaching a successor Agreement

15.2 In the event of an impasse, the parties agree to recognize and agree to abide by the provisions of Section 209 of the Civil Service Law of the State of New York.

ARTICLE 16: DEFECTIVE EQUIPMENT

The Town shall not knowingly require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. All equipment deemed unsafe because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers until such time that the issue has been corrected to the satisfaction of the Town.

ARTICLE 17: HOLIDAYS

17.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Effective 1-1-2018 employees shall receive one (1) Floating holiday each year of the contract. Any of these days may be changed at the discretion of the Department Head. If shift work makes a normal day off fall on a holiday, that employee shall have an additional day off at a mutually agreed to date with the Department Head.

17.2 Eligible employees shall receive eight (8) hours pay for each holiday specified not worked at their regular time hourly wage rate.

17.3 Employees eligible for holiday pay who work on the holiday shall receive time and one half (1 1/2x) for the hours actually worked in addition to holiday pay.

17.4 When one of the above specified holidays falls within an eligible employee's approved vacation period, and he/she is absent from work during his/her regularly scheduled work week because of such vacation, he shall be paid for such holiday without any deduction from vacation accruals.

17.5 In applying the holiday pay procedure, when any of the specified holidays fall on Sunday and the day following is observed as the holiday by the State or Federal government, such day shall be considered as the holiday for the purposes of this Article.

ARTICLE 18: VACATIONS

18.1 The following shall be the vacation policy for all full-time employees of the Town of Clayton. All references to dates to be read "at the conclusion of" for:

Employees hired after 1/1/98.

1 YEAR =	5 DAYS,	= 40 hours
2 YEARS =	10 DAYS,	= 80 hours
3 YEARS =	11 DAYS,	= 88 hours
4 YEARS =	12 DAYS,	= 96 hours
5 YEARS =	13 DAYS,	=104hours
6 YEARS =	14 DAYS,	=112hours
7 YEARS =	15 DAYS,	=120hours
8 YEARS =	16 DAYS,	=128hours
9 YEARS =	17 DAYS,	=136hours
10 YEARS =	18 DAYS,	=144hours
11 YEARS =	19 DAYS,	=152hours
12 + YEARS =	20 DAYS,	=160hours

18.2 All vacation time must be approved by the Department Head. Vacation time shall be taken at no less than one (1) hour increments and those hours will be given at the discretion of the Department Head. Except in emergency cases, vacation time encompassing full weeks must be requested one week prior to the time requested. The Department Head will have the option of assigning one week of vacation time. There must be a one week notice if this option is taken, unless otherwise agreed upon by the Department Head.

18.3: Vacation time is earned based on the employee's anniversary date. Credit is only given for a full year of service. One year of service credit is based on one year of service from anniversary date to next anniversary date. On January 1st of any given year, vacation time will be credited for the anniversary milestone that will be met within that year. It must be used within the calendar year in which it was credited. The calendar year is considered January 1-December 31.

18.4 Employees unable to take their allotted vacation during the year shall be paid out for their remaining allotment in the last payroll check of the year."

18.5 Upon separation of employment, unused vacation time which has already been credited to the employee will be payable in a lump sum up to the total amount accrued. Payment will not be made for any vacation time which has not formally been credited.

ARTICLE 19: FUNERAL LEAVE

19.1 In the event of a death in an employee's immediate family, namely: spouse, children, brothers, sisters, parents or parents-in-law, grandparents, grandchild, son or daughter-in-law, domestic partner he/she shall be paid in full for time lost not to exceed three (3) days immediately following the date of the death. In the event of the death of an uncle, aunt, niece, nephew, cousin, brother or sister-in-law of an employee, the employee shall be paid in full for time lost not to exceed one (1) day.

19.2 If there are extenuating circumstances the Town will make every attempt to accommodate the bereaved.

ARTICLE 20: HEALTH INSURANCE:

20.1 Effective January 1st, 2021, the Town agrees to contribute to the New York State Teamsters Council Health Fund the yearly contributions set forth in Section 20.3 and 20.4.

20.2 The Town agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement. The participation agreement shall exclude all part-time and seasonal employees. The Non-Bargaining unit health insurance will be equal to the Union employees. The Town will fund \$3,600 per Single enrollee and \$7,200 per Two-Person and Family plans each year. The Town will fully pay this amount along with their January payment. Employees hired during the year will have their HRA contribution pro-rated by the number of remaining months in the benefit year. However, should a hardship arise the member can submit for additional HRA contribution up to the full amount for that calendar year.

20.3 Employees hired prior to 1/1/09 agree to contribute 15% toward their premiums. Contributions are as follows:

<u>2025</u> <u>15%</u>	<u>Single</u>	<u>Two-</u> <u>Person</u>	<u>Family</u>
Total Plan Premium	16,996.80	16,996.80	16,996.80
Employee Cost Share	2,549.52	2,549.52	2,549.52
Total Town Share	14,447.28	14,447.28	14,447.28
Plus Full HRA	<u>3,600.00</u> 18,047.28	<u>7,200.00</u> 21,647.28	<u>7,200.00</u> 21,647.28

<u>2026</u> 15%	<u>Single</u>	<u>Two- Person</u>	<u>Family</u>
Total Plan Premium	18,033.12	18,033.12	18,033.12
Employee Cost Share	2,704.97	2,704.97	2,704.97
Total Town Share	15,328.15	15,328.15	15,328.15
Plus Full HRA	<u>3,600.00</u> 18,928.15	<u>7,200.00</u> 22,528.15	<u>7,200.00</u> 22,528.15

<u>2027</u> 15%	<u>Single</u>	<u>Two- Person</u>	<u>Family</u>
Total Plan Premium	18,861.84	18,861.84	18,861.84
Employee Cost Share	2,829.28	2,829.28	2,829.28
Total Town Share	16,032.56	16,032.56	16,032.56
Plus Full HRA	<u>3,600.00</u> 19,632.56	<u>7,200.00</u> 23,232.56	<u>7,200.00</u> 23,232.56

20.4 Employees hired after 1/1/09 shall contribute 25% toward their yearly premium cost of their health insurance coverage. Contributions are as follows:

<u>2025</u> <u>25%</u>	<u>Single</u>	<u>Two-</u> <u>Person</u>	<u>Family</u>
Total Plan Premium	16,996.80	16,996.80	16,996.80
Employee Cost Share	4,249.20	4,249.20	4,249.20
Total Town Share	12,747.60	12,747.60	12,747.60
Plus Full HRA	<u>3,600.00</u> 16,347.60	<u>7,200.00</u> 19,947.60	<u>7,200.00</u> 19,947.60

<u>2026</u> <u>25%</u>	<u>Single</u>	<u>Two-</u> <u>Person</u>	<u>Family</u>
Total Plan Premium	18,033.12	18,033.12	18,033.12
Employee Cost Share	4,508.28	4,508.28	4,508.28
Total Town Share	13,524.84	13,524.84	13,524.84
Plus Full HRA	<u>3,600.00</u> 17,124.84	<u>7,200.00</u> 20,724.84	<u>7,200.00</u> 20,724.84

<u>2027</u> <u>25%</u>	<u>Single</u>	<u>Two-</u> <u>Person</u>	<u>Family</u>
Total Plan Premium	18,861.84	18,861.84	18,861.84
Employee Cost Share	4,715.46	4,715.46	4,715.46
Total Town Share	14,146.38	14,146.38	14,146.38
Plus Full HRA	<u>3,600.00</u> 17,746.38	<u>7,200.00</u> 21,346.38	<u>7,200.00</u> 21,346.38

ARTICLE 21: PENSION AND RETIREMENT:

All full-time employees will be members of the New York State Retirement System. All other benefits as required by New York State law will be provided and to include Social Security, Unemployment Insurance and Workmen's Compensation Insurance.

ARTICLE 22: WAGES AND HOURS OF WORK

22.1 Wages: shall increase effective 1-1-2025 \$3.00 per hour, effective 1-1-2026 \$1.50 per hour, effective 1-1-2027 \$1.50 per hour to each Union employee in each department.

Effective	1/1/2025	1/1/2026	1/1/2027
Deputy Sup.	\$29.31/hr	\$30.81/hr	\$32.31/hr
MEO	\$28.31/hr	\$29.81/hr	\$31.31/hr
MEO Mechanic	\$28.07/hr	\$29.57/hr	\$31.07/hr
Rec/Park Foreman	\$27.31/hr	\$28.81/hr	\$30.31/hr
Rec/Park	\$26.48/hr	\$27.98/hr	\$29.48/hr

All employees hired after 1/1/2012 shall receive \$2.00/hr less than the current base wage of contract. Each 6 month anniversary thereafter he/she shall receive a \$.50/hr increase in their wage rate until they meet the base wage of the contract. New Hires will also receive the yearly wage increase of January 1st of each year.

All federally or state funded employees such as CETA shall not be used for any purpose other then general labor (not to be used as equipment operators or truck drivers) and shall not replace or displace a regular employee.

22.2 The normal work week of the employees covered by this agreement shall be five (5) eight (8) hour days, Monday through Friday, inclusive, for a normal forty (40) hour week. The Department Head shall have the authority to schedule four (4) ten (10) hour days during a work week. It is also understood that the Department Head has the right to modify the normal work week under this Article with a two week notice to the steward and the employees to ensure the orderly operation of the Town, except that in the case of an emergency the two-week notice shall not be applicable. The Department Head shall have the right to implement such work week with a two week notice to the steward and the employees and notification in writing to the local Union that this modified work week is being implemented. All hours worked in excess of eight (8) and/or ten (10) hours per day (as applicable) and ~~forty~~ (40) hours per week shall be paid at the rate of one and one half time (1 1/2x) at the hourly rate. The Employer shall have the right to change the present working schedules whenever necessary to ensure orderly operation or to provide for unusual conditions.

22.3 The Town must give all employees being laid off one (1) week notice, or one (1) weeks pay, after the employee has been continuously employed for a period of six (6) months or more.

22.4 All regular employees shall earn one (1) day of sick leave for every calendar month worked. Up to 1,040 hours of sick leave may be accumulated. A doctor's statement may be required for the use of more than five (5) days sick time in any thirty (30) day period. Sick time may be used in no less than one (1) hour increments. Employees retiring from the town may cash out 50% of their sick leave accumulation and be paid in a lump sum check prior to their official retirement date or have up to 130 days of accumulation paid into their pension under 41J.

22.5 All regular employees shall be granted three (3) days personal leave days per contract year. Personal time may be used in no less than one (1) hour increments.

22.6 When available, the Town shall provide suitable lunchroom and rest room facilities. Employees are entitled to two (2) paid ten (10) minute breaks during their usual workday when working ten (10) hours per day. Employees are entitled to one (1) paid twenty (20) minute break when working less than ten (10) hours per day. These breaks are to be taken by the employee at his/her present work location. The break periods shall be taken at the times scheduled by the employer. Employees who are engaged in continuous operations shall be granted a working lunch and have their meal period within their scheduled eight (8) hours. The meal period shall be taken by the employee at his/her present work location.

22.7 When an employee is called back to work outside his regularly scheduled hours, he will be paid a minimum of three (3) hours pay at the appropriate rate. All hours worked in excess of at the three (3) hours will be paid accordingly.

22.8 Any employee absent for sickness or other legitimate reasons shall notify the Department Head as soon as possible.

22.9 Comp Time: Effective 1-1-2022 employees may accumulate up to a maximum annual amount of 26 overtime hours = 39 straight time hours, paid out at year's end as straight time if not used by December 31st.

22.10 The Deputy Highway Superintendent and Rec. Park Laborer Foremen shall be paid an additional \$1.00 per hour above the then current MEO and Rec. Park Laborer rates.

22.11 The pay period runs from Sunday through Saturday. Employees shall be paid bi-weekly by the end of the day on the first Friday following the end of the pay period. Errors or shortages by the employer shall be corrected in the next pay period, except in cases where the shortage is more than one hundred dollars (\$100), in which case the shortage shall be paid by the end of the employee's shift on the third workday following payday. Errors made by the employee such as failing to turn in a timesheet or a deduction or benefit change will be paid on the next pay period.

22.12 The Town shall have the right to require all employees to receive their regular wages and all other payments through direct deposit.

22.13 An employee shall, within five working days of a written request to the Employer, be provided the opportunity to review their official personal history folder in the presence of an Employer representative. The employee shall be allowed to place in such file a response to anything contained therein which the employee deems to be adverse. An employee may request and be provided copies of all documents and notations in their official personnel folder of which they have not previously been given copies.

22.14 The Town shall have the right to install security cameras at all locations. The Town agrees not to place camera surveillance in rest rooms or break room facilities. Camera observations will not be used for disciplinary purposes except for the follow conditions: violence, sexual harassment/misconduct and/or theft.

ARTICLE 23: CREDIT UNION

Upon proper authorization, the Town will continue to make requested deductions for employees Credit Union.

ARTICLE 24: DOT DRUG AND ALCOHOL

The Town shall enforce the Jefferson County Drug and Alcohol testing policy as outlined in Addendum A of this agreement.

ARTICLE 25: WORK CLOTHES

The Town shall provide each employee with uniforms at no cost to the employee. Uniforms shall be selected by the Town.

ARTICLE 26: VOLUNTEER FIRE FIGHTERS

If you are a member of the Clayton or Depauville volunteer fire department, you will be permitted to leave work without loss of pay to answer a fire call. The Town reserves the right to limit the amount of calls should the work load deem necessary at the sole discretion of the Department Head. Any volunteer fire fighter that meets the above requirements that has spent the night fighting a fire, shall not need to report to work until an agreed amount of time with the Department Head for resting purposes.

ARTICLE 27: FLEX PLAN BENEFIT

The Town Supplemental Flex Benefit Plan applies to all non probationary full time Town of Clayton employees. The maximum amount to be reimbursed to the employee under this plan is \$600.00 per fiscal (calendar) year. There will be no carryover from year to year. The

reimbursement process will be as follows.

- * qualified employees are to furnish payment documentation (receipt).
- * complete a Town of Clayton Voucher.
- * submit said voucher to Department Head.
- * reimbursement will occur via separate check following the regular (warrant-paying) Town Board meeting.

The Town Supplemental Flex Benefit Plan may be used in any combination of dollars amounts totaling \$600.00 annually accompanied with proper payment documentation:

<u>Benefit</u>	<u>Documentation required</u>
1. Footwear per job classification	Original invoice (Town cannot reimburse sale tax)
2. Continuing education	Original invoice
3. Flu shots	Original invoice
4. Special Licenses (difference between a regular license and the special license required to operate the Town's equipment)	Copy of license / Original invoice
5. Dues (Union dues) Union)	Original billing (as provided by the
6. Town Health Plan deductible(employees & dependents)	Original invoice
7. Health Insurance Premiums.	Original billing
8. Outer protective clothing (Carhartts)	Original invoice
9. Other approved submittals	Original invoice

ARTICLE 28: LEAVES OF ABSENCE

A request for a leave of absence shall be made to the Department Head in writing. The determination as to whether to grant a leave of absence shall be solely within the discretion of the Town.

ARTICLE 29: JURY DUTY

Employees who are called for jury duty will be allowed time off as needed to meet this civil obligation. The employee shall notify his/her Supervisor immediately upon notice from the court. The employee shall be granted time off to serve without penalty, loss of seniority, or vacation benefits. The employee shall receive his/her regular weeks pay for up to two weeks.

ARTICLE 30: MILITARY LEAVE

If an employee is a member of one of the reserve branches of the armed forces, and is required to take time off for active duty or training, that employee shall be granted a paid leave of absence in accordance to New York State Military law, Article 11, Section 242 & 243.

ARTICLE 31: MANAGEMENT RIGHTS

The right to hire, promote, discharge, layoff, or discipline for competency or cause, and to maintain discipline and efficiency of employees is sole responsibility of management. In addition, management reserves unto itself the right to deploy the workforce, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary in order to promote safety and for the orderly and efficient operation of its services to the public. In addition, the schedule of operations, methods, processes, and means of operating are recognized by the Union as being the sole and exclusive responsibility of management.

ARTICLE 32: DURATION AND RE-OPENING OF AGREEMENT

This Agreement shall continue in full force and effect from at the 1st day of January, 2025, to and including at the 31st day of December, 2027, and thereafter from year to year, unless altered or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving one-hundred twenty (120) days notice in writing to at the other party prior to any termination date.

IN WITNESS THEREOF, we have hereunto affixed our signatures this 30 day of September, 2024

TEAMSTERS LOCAL 687

TOWN OF CLAYTON

14 ELM STREET

405 RIVERSIDE DRIVE

POTSDAM, NEW YORK 13676

CLAYTON, NEW YORK 13624

BY: 

BY: 

President/PEO-Business Agent

Supervisor

By: 

Steward