

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA" or "Agreement") is made and entered into by and between **TEAMSTERS LOCAL 317 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T.)** (referred to as the "Union") and the **TOWN OF ULYSSES** (referred to as the "Town" or "Employer") on this ___ day of _____, 2024.

WHEREAS, the Union and the Town are parties to a valid collective bargaining agreement ("CBA") dated January 1, 2022, through December 31, 2024; and

WHEREAS, the Town, under CBA Article 1, recognizes the Union as the exclusive representative of "all full-time and regularly scheduled part-time Motor Equipment Operators and full-time laborers"; and

WHEREAS, CBA Article 5, Section 5.1, by reference to CBA Article 1, defines the bargaining unit as those employees of the Employer performing work traditionally assigned to Town Highway employees; and

WHEREAS, the Town duly adopted Local Law 5 of the year 2023, entitled "A LOCAL LAW CREATING A NEW CHAPTER 40 OF THE TOWN CODE ENTITLED 'PUBLIC WORKS DEPARTMENT'" on October 24, 2023; and

WHEREAS, pursuant to §40-2 of Local Law 5 of the year 2023, the functions, property equipment, employees, and budgetary appropriations of the Highway Department are transferred to the Public Works Department ("PWD") created by said Local Law; and

WHEREAS, the Town and the Union, after negotiation, desire to maintain all other provisions of the CBA except as modified by this MOA;

NOW, THEREFORE, the parties agree and stipulate as follows:

1. This Agreement is not precedent setting and neither party admits any wrongdoing or improper action in this matter.
2. All employees previously classified as full-time and regularly scheduled part-time Motor Equipment Operators and full-time laborers ("Town Highway employees") under the terms of the existing CBA are now reclassified as Public Works Department employees ("PWD Employees") pursuant to Local Law No. 5 for the year 2023.
3. The Town and Union both agree that the following Sections of the CBA shall be modified to read as follows:

Section 3.3: 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 and approval by the Town Supervisor or Town Supervisor's designee (Highway Superintendent).

Section 5.1: 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 11.2: (first paragraph remains the same). 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 11.4: To ensure the safety of all Town employees and the public they serve, the Town Board requires all employees, including those in the Public Works Department, to be vaccinated for COVID-19 or any future variants. If an employee is not eligible for the vaccine based on a health condition or religious belief, they must be tested twice a week at work at no cost to the employee, consistent with the Town's vaccination policy and procedures until the federal Centers for Disease Control and the New York State Department of Health officially announce the end of the pandemic.

Section 12.8: (all paragraphs other than the first paragraph remain the same). 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.

Article 16: (all paragraphs and sentences other than the first sentence remain the same). The following paid holidays shall be observed by the Public Works Department:

4. All other terms and provisions of the current CBA, including but not limited to wages, duties, hours, working conditions, benefits, and any other contractual provisions, shall remain in full force and effect and apply to PWD Employees as they did to Town Highway employees.
5. The grievance and dispute resolution procedures set forth in the existing CBA will continue to apply, with PWD Employees having the same rights and protections under these procedures as Town Highway employees.
6. This Agreement takes effect immediately upon its execution and remains in full force and effect for the duration of the current CBA.

7. The Union represents that they have not filed a lawsuit, proceeding, claim, grievance, arbitration, complaint, or charge with any court, tribunal, or federal, state, city, or local administrative agency or other entity arising out of this matter.
8. The Union further agrees not to file any grievance, improper practice charge, or other complaint with any court, tribunal, or federal, state, city, or local administrative agency or other entity arising out of this matter or the terms of this Agreement.
9. In any legal proceeding relating to this Agreement, the Agreement shall be governed or interpreted by the laws of the State of New York, exclusive of any choice of law rules. The venue for such proceedings shall be in the New York State Supreme Court for Tompkins County.
10. The terms of this Agreement are contractual and not merely recitals. Each party agrees that they are treated as drafters of this contract, and the terms (MOA, Agreement, and contract) are to be read as synonyms herein. This document is to be interpreted as a contract, not merely an agreement to agree. This Agreement shall not be used as evidence in any action or proceeding other than as evidence of the parties' understanding of the contractual matters explicitly set forth herein.
11. This Agreement sets forth the entire understanding with respect to this subject matter and supersedes all prior negotiations, representations, or agreements, whether written or oral. All modifications to this Agreement shall be null and void unless made in writing and signed by all parties.
12. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement, other than such provision, including the releases given, shall not be affected and will remain in full force and effect.
13. This Agreement may be signed in counterparts and by facsimile.

IN WITNESS WHEREOF, the parties set their hands on the day and year first written above.

Katelin Olson
Supervisor, Town of Ulysses
Date: _____

_____, Business Agent
TEAMSTERS LOCAL 317 of the IBT
Date: _____

(print name/title)
TEAMSTERS LOCAL 317 of the IBT
Date: _____