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**Contract Database Metadata Elements**

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **264**

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Bc/8856

**AGREEMENT**

**BETWEEN**

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

NOV 8 2006

**TOWN OF ELLICOTTVILLE HIGHWAY DEPARTMENT**

**AND**

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

**EFFECTIVE  
JANUARY 1, 2005 - DECEMBER 31, 2007**

*4 Employees*

The first year of service will be the year commencing with the employee's starting date. At the completion of the employee's first anniversary, the employee will be entitled to 5 days of paid vacation to be prorated at .416 days per month (partial month will count as a full month for the purpose of this calculation) for the remainder of the calendar year and shall be taken prior to December 31 of that year. (Example: Hire date June 15, after one year of service the employee would be entitled to 3 days of vacation, (.416 x 7 months = 2.912) to be taken by the end of the year. After an employee earns vacation time, an employee is entitled to take paid vacation time anytime the following year between January 1 and December 31. At the completion of the second, and third through twelfth anniversary said employee will be entitled to additional days of vacation to be prorated for the remainder of that year and to be taken prior to December 31 of the year. Thereafter, the employee will be eligible to take his vacation in accordance with the above schedule between January 1 and December 31 of each calendar year.

Vacations will be selected by seniority. Employees may select their vacation accruals on the first Monday in March of each calendar year. Employees, who choose not to pick their vacation at that time, must give the Highway Superintendent a minimum of two (2) weeks notice, less than two (2) weeks notice will be at the discretion of the Highway Superintendent. Employees may request vacation time from January 1, up to the first Monday in March with a minimum of two (2) weeks notice for vacation to be taken before the first Monday in March.

The vacation period shall be from January 1 to December 31 with no closed weeks or shut down weeks.

Vacation pay shall be computed at the rate of forty (40) hours at the employees current rate of pay. Any Employee receiving a premium said premium shall be inclusive in the computation.

If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

An employee who voluntarily leaves Town employment, retires, or resigns, must give two (2) weeks notice to the Department Head prior to termination in order to be eligible for unused vacation. The Town shall hold any unused vacation until all Town equipment and apparel has been returned. A discharged employee will not be entitled to unused vacation. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

Should an employee become sick or injured during the vacation period, the vacation will not be rescheduled. The Department Head may consider rescheduling an employee's vacation time due to the circumstance involved. The decision rests solely with the Department Head.

It is agreed one (1) employee per department will be allowed off on vacation during any period of time. The Department Head will determine how many employees will be off for any reason over the one (1). Vacation time may not be requested prior to the date when such vacation has been actually earned.

A leave of absence without pay or a resignation followed by a reinstatement or rehired in any position in the Highway Department service within one (1) year shall not constitute an interruption of service for the purpose of this provision; provided, however, that the period of leave without pay between resignation and reinstatement, shall not be counted in determining vacation credits per year or rate per month.

### **ARTICLE 13** **SICK LEAVE**

Full-time employees will accumulate one-half (1/2) day sick leave pay every pay period, which may accumulated to a maximum of 165 days. Personal days unused each year may be rolled over to sick days.

Sick leave credits may be used in units of not less than one (1) day. However, in the event of an employee becoming ill on the job, he may take sick leave credit for one-half (1/2) day provided that he has worked at least four (4) hours on that particular day.

A record of the employee's approved sick leave shall be kept by the Department Head and shall be related to the employee upon request.

Any absence due to sickness or injury of one (1) or two (2) days shall entitle the Employer to request a physician's certificate and the Employer shall pay the physician's office co-pay, if required.

Any absence due to sickness or injury of three (3) or more consecutive days shall entitle the Employer to request a physician's certificate and the employee shall be responsible for the cost.

#### **Reinstatement of Sick Leave:**

When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following resignation or layoff, sick leave credits accumulated at the time of resignation or layoff shall be restored.

If an employee retires for Town service and has worked at least twenty (20) consecutive years and is collecting New York State Retirement System payments or an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of 100% of his accumulated sick leave at the then current rate of pay for medical insurance.

Employees can use sick leave for Doctor and Dentist appointments.

All unused sick days will be paid at the pay rate at the time of retirement up to 100 days, if not used for medical insurance at retirement.

**ARTICLE 14**  
**BEREAVEMENT LEAVE**

In the event of death in the employee's immediate family, the employee shall be granted three (3) consecutive work days, provided:

- a) The employee attends the funeral
- b) The three (3) days must include the day of the funeral
- c) Bereavement Leave shall not apply during periods when the employee involved is absent from work within the language of the collective bargaining agreement.
- d) Immediate family shall include the employee's mother, father, brother, sister, spouse, child, grandparent, mother and father-in-law, son and daughter-in-law and adopted stepchildren.

In the event of death of the employee's grandchild the employee shall be granted two (2) consecutive calendar days, paid only if it is their normally scheduled work days.

In the event of death of the employee's brother-in-law or sister-in-law, step parents of employee or spouse, the employee shall be granted one (1) calendar day, paid only if it is their normally scheduled work day.

Paragraphs a, b and c shall apply to the above two (2) paragraphs.

**ARTICLE 15**  
**PERSONAL LEAVE**

Employees shall be granted three (3) paid leave days per year for the purpose of conducting personal business. Employees will not use personal time in less than one-half (1/2) days.

Probationary employee shall be granted one (1) personal day at the time of completing their probationary period for that calendar year. The next calendar year they will receive three (3).

Personal leave is not accumulative from year to year.

Request for personal leave must be submitted, in writing, to their Department Head as soon as possible, but at least twenty-four (24) hours prior to the requested time off, except in an emergency. The Department Head may waive the twenty-four (24) hour requirement due to extenuating circumstances.

**ARTICLE 16**  
**LEAVE FOR JURY DUTY**

An employee who has received notice of jury duty in either state or federal court shall be compensated by the Town, in an amount of money equal to the difference, minus taxes, between the employee's regular pay and the compensation such employee receives for jury duty. Compensation for such jury duty service shall not include any reimbursement for mileage paid to the employee in the course of his/her service as a juror. This provision shall be for a maximum of ten (10) work days.

When an employee is excused from jury service on any day during his/her term on jury duty, they shall report for work.

The employee shall present proof of service by a jury duty notice summons and certificate of service the amount of pay received for such service.

When an employee receives notice that he/she is to report for jury duty, he shall notify his department head immediately. An employee shall be requested by the Town to make every reasonable effort to obtain a postponement of jury service if such service time interferes with the normal operation of the department (i.e. winter months or emergencies requiring the employee's presence.)

The amount of time that an employee spends on jury duty shall be considered to be actual working time, except for purposes of worker's compensation and overtime pay.

The above terms shall not apply to any employee who volunteers to serve as a juror.

**ARTICLE 17**  
**LEAVE OF ABSENCE WITHOUT PAY**

Employees covered by this Agreement may request in writing a leave of absence without pay, not to exceed one (1) year. The determination of whether a request for leave of absence without pay shall be granted solely in the discretion of the Town. The Town shall render determination on requested leave of absence without pay within thirty (30) calendar days.

Employees shall not earn or accrue seniority and/or other benefits under this Agreement during a period of leave of absence without pay. Upon return to work from a leave of absence without pay, such employee shall have seniority rights enjoyed at the time such leave commenced.

An employee shall notify the Town at least two (2) weeks prior to his scheduled return to work to confirm the date that he will report.

The failure of an employee to return to work within three (3) consecutive working days after the expiration of the leave shall be considered as a voluntary quit.

A leave of absence without pay may be extended only by mutual agreement of the parties.

**ARTICLE 18**  
**RETIREMENT**

Provided such a retirement program is available, the Town agrees to provide and maintain a retirement plan for all employees represented by this Agreement pursuant to Section 75c for Tier 1 and 2 employees and Article 14 and 15 for Tier 3 and 4.

As soon as practical following January 1, 2002 the Town shall provide 41-j (application of unused sick leave as additional service credit upon retirement) of the New York State Retirement and Social Security Law provided it can be accomplished with 75c.

**ARTICLE 19**  
**HEALTH INSURANCE**

The Town will provide all full time employees the New York State Teamsters Council Health and Hospital Fund's Selectcare Benefit Plan at no cost to the employees with the following options:

Medical – Selectcare Benefit Plan  
Rx Drugs – 7.00/14.00/30.00  
Disability – Option 2

The Town of Ellicottville will pay contribution rates to the New York State Teamsters Council Health and Hospital Fund as stated in the Participation Agreement in Appendix C.

All new employees to the Town of Ellicottville Highway Department will not receive New York State Teamsters Health Insurance until the first day of the month following his/her hire date.

If the Highway Superintendent appoints a Deputy Highway Superintendent outside the bargaining unit, the Town will not be obligated to make payment on behalf of the Deputy Highway Superintendent to the New York State Teamsters Health and Hospital Fund. This section will not apply to the current Deputy Highway Superintendent because of his current status with the New York State Teamsters Health Insurance.

**ARTICLE 20**  
**SENIORITY**

**Probationary Period**

All new employees shall be considered as probationary employees during their first twenty-six (26) weeks of employment or as provided by Civil Service Laws, Rules and Regulations. Such employees may be dismissed or disciplined by the Town which shall not be subject to the grievance procedure within this Agreement or protection under Civil Service Laws, Rules and Regulations. Probationary employees do not have seniority.

**Seniority**

Upon satisfactory completion of the probationary period, an employee shall be placed on the regular seniority roster for employees covered by this Agreement in which seniority shall be defined as the length of an employee's continuous full time service with the Town. Seniority shall not accrue during period of layoff or unpaid leave of absence.

**Termination of Seniority**

Seniority shall be broken for the following reasons:

- a. If the employee resigns, including retirement
- b. If the employee is discharged for just cause
- c. If an employee is absent for three (3) consecutive work days without the proper notification or satisfactory reason, accepted solely by the Town, for not notifying or reporting
- d. If an employee fails to report for work within ten (10) consecutive work days of mailing of notice of recall from layoff by certified mail
- e. If an employee is laid off for a period which exceeds his recall rights, if any, as provided for in this Agreement
- f. If an employee fails to return to work from a leave of absence without pay in accordance with the leave of absence without pay provisions provided for in this Agreement
- g. If an employee intentionally furnishes false information

**ARTICLE 21**  
**JOB POSTING**

If a vacancy occurs in a job title covered by this agreement, a notice will be posted, on the bulletin boards, showing the job title, rate of pay, location, qualifications and any other pertinent details. Employees are encouraged to apply for any posted vacancy in which they are interested and for which they may be qualified. If interested and an employee meets the qualifications the Department Head will evaluate the request and make recommendations to the Town Board.



**ARTICLE 22**  
**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 as defined above shall be settled in the following manner:

**Step 1:**

The aggrieved party with or without the steward shall first discuss the grievance with his/her Department Head 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 Department Head 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. The Department Head shall respond in writing within seven (7) calendar days. If the Department Heads answer is not satisfactory, said grievance and Department Heads response shall be forwarded by the Union Representative within seven (7) calendar days after the response of the Department Head is due, to the Town Supervisor or their designated representative. The Town Supervisor or their designated representative may schedule a meeting between the parties or respond in writing to the Union within seven (7) calendar days after receipt of the 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 arbitrator, providing such written submission is made within (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 by the Federal Mediation and Conciliation Service, by alternately crossing off names. Each party has the right to reject one (1) complete list. 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. 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, however, each party shall be responsible for compensating its own witnesses and representatives.

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 eight (8) 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.
- b) The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

### **ARTICLE 23** **GENERAL PROVISIONS**

Work Clothing – One (1) pair of rubber boots  
One (1) rain gear  
One (1) pair of gloves  
Seven (7) shirts  
Seven (7) pairs of pants  
Three (3) coveralls  
The above provided work shirts, pants and coveralls are laundered by the Town.

Damaged or worn out articles shall be replaced on an as needed basis, as determined by the Department Head. Damaged or worn out articles must be turned in before a replacement will be issued. Each employee shall be responsible to maintain such equipment and work clothing in good condition.

Time Clocks and/or Activity Performance Sheets may be installed at the discretion of the Town.

At the beginning of each calendar year, each employee shall be given a list of all accrued leave he has earned to date.

Employees shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement.

Pagers – The Town may provide pagers to be used at the employee's option.

Recall rights for employees on layoff will be equal to their length of seniority or one (1) year, whichever is shorter.

Eligibility for Benefits

Unless provided to the contrary within this Collective Bargaining Agreement, eligibility for benefits contained within this Agreement shall begin the first (1<sup>st</sup>) of the month following the completion of their probationary period. Benefits as provided in this Collective Bargaining Agreement will, unless otherwise provided herein, continue provided an employee is working and receiving their normal pay from the Town.

**ARTICLE 24**  
**DURATION AND TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of January 2005, and shall continue in full force and effect until the 31st day of December 2007.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 6 day of NOVEMBER 2006.

FOR THE UNION:

Bradley R. Haag  
Business Agent 264

FOR THE EMPLOYER:

M. J. Stocker  
Town Supervisor

APPENDIX A

UNION MEMBERSHIP AUTHORIZATION CARD  
DUES CHECKOFF AUTHORIZATION



**APPLICATION AND NOTICE**  
For Membership in Local Union No. \_\_\_\_\_  
Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union \_\_\_\_\_, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT \_\_\_\_\_ Occupation \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)  
Street \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Employer \_\_\_\_\_ Employment Date \_\_\_\_\_  
Street \_\_\_\_\_ Phone \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Initiation Fee \$ \_\_\_\_\_ Paid to \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_  
Have you ever been a member of a Teamster Local Union? \_\_\_\_\_  
If yes, what Local Union No. \_\_\_\_\_

DATE OF APPLICATION \_\_\_\_\_ SIGNATURE OF APPLICANT \_\_\_\_\_  
White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



**CHECKOFF AUTHORIZATION  
AND ASSIGNMENT**



I, \_\_\_\_\_ hereby authorize my employer to deduct from my  
(Print Name)  
wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union \_\_\_\_\_, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Employer \_\_\_\_\_

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.  
White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant

**APPENDIX B**  
**COMPENSATION**

Job titles and the hourly rate of pay for the term of this Agreement shall be as follows:

**JOB TITLE**

<b><u>1/1/2005</u></b>	<b><u>STEP 1</u></b>	<b><u>STEP 2</u></b>	<b><u>STEP 3</u></b>	<b><u>STEP 4</u></b>	<b><u>STEP 5</u></b>
Commercial Driver Class B	\$11.05	\$11.63	\$12.23	\$12.78	\$13.38
Laborer	\$9.27	\$9.86	\$10.43	\$11.01	\$11.59
<b><u>1/1/2006</u></b>					
Commercial Driver Class B	\$11.38	\$11.98	\$12.60	\$13.16	\$13.78
Laborer	\$9.55	\$10.16	\$10.74	\$11.34	\$11.94
<b><u>1/1/2007</u></b>					
Commercial Driver Class B	\$11.66	\$12.28	\$12.91	\$13.49	\$14.12
Laborer	\$9.79	\$10.41	\$11.01	\$11.62	\$12.24

Frank Moore will be red circled at \$.59 per hour above the Commercial Driver Class B rate.

The Highway Superintendent may assign an employee to the duties of Deputy Highway Superintendent inside the bargaining unit. The Deputy shall receive fifty (\$.50) cents per hour in addition to the employee's normal hourly rate for all hours worked.

An employee may be hired at any step of the pay grade.

The only part of this Memorandum of Agreement that is retro-active is Appendix B.

Employees will be moved up one (1) step per year, more than one (1) step in a year within their grade level will be at the recommendation of his/her Department Head and subsequent approval of the Town Board.

Moving on steps would be on the employee's anniversary date.

An employee moving from one job title to another job title shall receive the next higher hourly rate in the new job titles pay group that would give the employee a rate increase. The effective date of starting in this new job title would now become the annual date for movements in steps in that pay group.