



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Chatham, Town of and International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2008)**

Employer Name: **Chatham, Town of**

Union: **International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/08**

Expiration Date: **12/31/10**

PERB ID Number: **7306**

Unit Size: **11**

Number of Pages: **14**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

January 1, 2008 through December 31, 2010

AGREEMENT

Between

THE TOWN OF CHATHAM
and

TEAMSTERS LOCAL 294, affiliated with the
International Brotherhood of Teamsters, AFL-CIO

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

AUG 10 2009

ADMINISTRATION

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

A. The TOWN OF CHATHAM, hereinafter known as the Employer, hereby recognizes TEAMSTERS LOCAL 294, International Brotherhood of Teamsters, located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of all permanent employees of the Town of Chatham Highway Department consisting of Foreman, Mechanic, Motor Equipment Operator and Laborer, excluding all others, with regard to all conditions of employment, subject to the annual budget approval, as are negotiated between the parties.

B. This Agreement entered into this 31st day of December 2007, between LOCAL UNION 294, affiliated with the International Brotherhood of Teamsters, AFL-CIO, and the TOWN OF CHATHAM, shall be in effect from January 1, 2008, through December 31, 2010.

ARTICLE II - UNION SECURITY

A. **Dues Deduction:** The Employer agrees to deduct from the wages of all regular Employees who are union members covered by this Agreement, dues of the local union for those Employees who sign authorizations permitting such deductions. The Employer will remit to the local union all such deductions at the end of the month for which the deductions are made.

B. **Stewards:** The Employer recognizes the right of the local union to designate one of the unit members as job steward and one as alternate steward from the Employer's seniority list.

1. The authority of the steward so designated shall be limited to the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
- b. The transmission of messages and information which shall originate with and are authorized by the union or its officers, provided the message and/or information has been reduced to writing or is of a routine nature and does not involve a refusal to perform work assignments.

2. No steward shall be engaged in union business during the time when he is assigned to a regularly scheduled bargaining unit job.

3. The steward will, however, be given reasonable time to process Employee grievances.

4. The union shall notify the Employer, in writing, of the Employees designated by the unit members as job steward and alternate steward.

C. **Hiring Additional Personnel:** When new Employees are to be hired, the local union will be notified.

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. **Seniority:** The Employer recognizes the general principle that senior Employees shall have preferences of employment and promotional opportunity for non-competitive jobs, provided such Employees are qualified for such work. The Employer shall have the option to hire from outside the unit under unique or unusual circumstances or if the unit Employees are not qualified.

1. Employees shall be placed on the seniority list after 30 days of employment. Seniority shall accrue with the length of employment within the bargaining unit covered by this Agreement.

2. Seniority shall be broken only by lawful discharge or voluntary resignation.

B. **Lay-off and Recall:** When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the Employees shall be returned to work in the reverse order in which they were laid off, providing they are qualified.

1. In the event of a recall, the laid-off Employee shall be given notice of recall by mail, sent to the address last given the Employer by the Employee. Within three (3) days of the delivery of the notice, the Employee shall notify the Employer of his intent to return to work and must actually report for work within seven calendar days of the receipt of the recall notice unless it is mutually agreed that the return may be at a later date.

2. In the event the Employee fails to comply with the above provisions, the Employee will be considered as having resigned and shall lose all seniority rights.

C. **Separation from Employment:**

1. Upon discharge or resignation, the Employer shall pay all money due the Employee on the payday in the pay period next following such discharge or resignation.

2. Upon separation from employment, the Employee shall return to his immediate Supervisor all Employer property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or shall pay the fair and reasonable value thereof

before the last pay day.

D. **Maintenance of Standards:** The Employer agrees that all conditions of employment relating to wages, hours of work, overtime and general working conditions shall be maintained at not less than those standards set forth prior to this Agreement.

E. **Disciplinary Action:** Disciplinary action shall include the following:

1. **Written Reprimand:** Must be delivered personally or mailed first class to the Employee within three (3) days of the incident: or

2. **Suspension From Work Without Pay:** In the event that the Highway Superintendent deems the action to be serious enough to warrant the suspension of an Employee he/she shall be so notified, in writing and delivered personally or mailed first class, certified return receipt requested, to the Employee. Such notification shall include a description of the charges, notice of the length of the intended suspension without pay and the effective date of the suspension if no request for hearing is made by the Employee. The Employee shall have the right to a hearing before the Town Board, to determine the charges against the Employee and any discipline therefore in the event that charges are sustained, upon his written request for it. Such request must be in writing and made within ten (10) days of his/her receipt of the notice of suspension without pay. If no such hearing request is made, the suspension shall be effective on the eleventh (11th) day after the receipt by the Employee of the notice of suspension for a length of time as deemed appropriate by the Highway Superintendent but which shall not exceed five (5) days or forty (40) hours as set forth in the notice of suspension without pay. In the event that the Employee shall request a hearing as set forth above, such hearing shall be commenced within ten (10) days of the Employer's receipt thereof.

3. **Discharge:** Discharge shall be for just cause only; which shall include, but not limited to, incompetence and misconduct.

4. **Appeal:** Employees shall have the right to appeal the decision of the Town Board in the same manner as set forth in Article VI below.

F. **Physical Examination:** All required D.O.T. physical examinations will be paid for by the Town. New Employees and Employees returning from a lay-off or leave shall also be required to have a physical before beginning work. The cost of the initial physical shall be borne by the Employer as provided by Worker's Compensation Insurance. The results of the physical shall not be reason for discharge, except for just cause.

G. **Uniforms:** Uniforms will be supplied by the Town. It will be the employee's responsibility to have the uniforms at a pre-determined location by the uniform company to be laundered. Each employee shall wear protective work boot, which meets with the approval of the Highway Superintendent. Any employee showing up to work without a Town uniform on will be penalized a minimum of one (1) hours pay and one (1) hour for each additional hour thereafter until he returns to work in a proper uniform. The employee will not be penalized for any negligence of the Uniform Company, or if this provision is waived by the Highway Superintendent.

H. **Certification of Time**: Each Employee shall be required to utilize a time-punch clock or submit a signed certification with regard to the hours claimed to have been worked.

I. **Safety Equipment**: Each Employee shall be provided with and required to wear the following safety equipment, meeting ANSI Standards:

1. Safety Helmet
2. Reflective Safety Vest
3. Safety Glasses
 - a. Employees required to wear prescription eyeglasses will be granted a \$100 allowance annually for the purpose of obtaining prescription safety glasses
4. Ear Protection
5. Upon submission of a receipt, employees will be reimbursed up to a maximum of \$150 each year of the agreement, for the purchase of safety work boots or shoes.

J. **Job Qualifications**:

1. **Working Highway Supervisor**: He/she must possess a valid NYS Class B Driver's License with air brake endorsement. He/she must maintain highway personnel records, supervise work crews and perform all duties of Motor Equipment Operator.
2. **Mechanic**: He/she must possess a valid, New York State, Class B license with air brake endorsement. He/she must be certified by the Superintendent of Highways as competent to perform automotive mechanic work on diesel motors and heavy equipment and perform all duties of Motor Equipment Operator.
3. **Motor Equipment Operator**: He/she must possess a valid, New York State, Class B license with air brake endorsement. He must be certified by the Superintendent of Highways as competent to perform the duties of Motor Equipment Operator including light mechanical work on trucks and equipment such as replacing lights, batteries, starters, routine and preventive maintenance and the like.
4. **Laborer**: He/she must have a valid, New York State driver's license and be physically capable of performing laborer-type duties. He/she must be capable of operating a bucket loader and gravel screen in connection with Town gravel mining operations.
5. **Motor Equipment Operator – Part Time**: He/she must possess a valid, New York State, Class B license with air brake endorsement. He/she must be certified by the Superintendent of Highways as competent to perform the duties of Motor Equipment Operator.
6. **Laborer – Part Time**: He/she must have a valid, New York State driver's license and be physically capable of performing laborer-type duties.
7. Each of the above positions shall be paid in accordance with Schedule A attached hereto. Additionally, any personnel, in the sole discretion of the Highway Superintendent, appointed to operate an excavator or grader, shall be paid a sum of \$1.00 per hour in addition to his/her normal

rate, for such time as the employee is acting in that capacity.

- K. **Conformity With State Law and Town Code:** Each Employee shall be required to conform to the laws of the State of New York and Town Code of the Town of Chatham.

ARTICLE IV – NEGOTIATIONS PROCEDURE

The parties agree to conduct meetings for the purpose of collective bargaining during the period 120 days prior to the budget submission date so as to agree upon a successor to this Agreement.

ARTICLE V- GRIEVANCE PROCEDURE

Any dispute or grievance arising concerning the interpretation of the terms and conditions of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the following procedure. It is the intent of the procedure to provide for the settlement of difference in a fair and equitable manner at the earliest possible stage.

Step I - Any employee claiming a grievance shall present said grievance to his immediate supervisor, the Superintendent of Highways, personally or through the job steward. The Superintendent of Highways will then render his determination within 48 hours.

Step II - Within ten (10) days of a decision at Step I, an aggrieved Employee may appeal such decision by presenting the grievance to the Town Board through notification of the Town Clerk. The Town Board shall render its determination in writing within five (5) days.

Step III - The union may appeal the decision of the Town Board at Step II by filing a written demand for arbitration with the Town Board within five (5) days from the receipt of the decision at Step II. Within ten (10) days of the receipt of the request for arbitration, the Town and the union will make a joint written request for binding arbitration to the New York State Public Employment Relations Board. The decision issued by the arbitrator selected by the Public Employment Relations Board shall be final and binding on the Employer and the union. The expenses, if any, of the arbitration shall be equally borne by the Employer and the union.

ARTICLE VI- EQUIPMENT

- A. **Defective Equipment:** Employees shall immediately, or at the end of the workday, report all defects in equipment to the Superintendent of Highways. The Employer shall not require any Employee to take out equipment, which has been reported as being in an unsafe condition unless such equipment has been inspected by a mechanic or the Superintendent of Highways and has been repaired or declared to be safe.

- B. **Vehicle and Traffic Law Violations:** The Employer shall reimburse the Employee for payment of fines levied against the Employee as a result of defective equipment in or on an Employer's vehicle being operated by the Employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicles Law.
-

C. **Snow Removal**: Two Employees shall be required in winged snowplow trucks.

ARTICLE VII- PAY PERIOD

A. All Employees covered hereunder shall be paid in full bi-weekly. When the regular payday falls on a holiday, the Employer shall pay the Employees on the last working day immediately preceding the holiday.

B. Each Employee shall be provided a statement of gross earnings and deductions.

ARTICLE VIII- HOLIDAYS & SUNDAYS

All Employees covered hereunder shall be entitled to the following holidays irrespective of the day of the week on which they fall:

New Year's Day	Thanksgiving Day	Election Day	President's Day
Memorial Day	Columbus Day	Independence Day	
Veteran's Day	Labor Day	Christmas Day	

Employees shall also be granted to two floating holidays (These holidays shall be on days mutually agreed upon by Employee and the Superintendent of Highways).

Employees shall be paid for holidays provided they have worked the day before and the day after the holiday, except in cases of personal illness or bereavement where a sick leave day or bereavement leave day has been used, or with express previous permission of the Highway Superintendent.

Employees will be paid double time and one half for all actual hours worked on a Sunday.

ARTICLE IX - VACATIONS

A. Employees shall receive paid vacations as follow:

1. One week - During first year of continuous service, but after the first six (6) months thereof
2. Two weeks - During the second through seventh year of continuous service.
3. Three weeks - During the eighth through the twelfth year of continuous service.
4. In the thirteenth year through the seventeenth years of continuous service, Employees shall receive one additional day of vacation per year so that at the end of the seventeenth year of continuous service, Employees will receive four weeks annual paid vacation.

B. Vacation leave shall not be carried over into the following year. Vacation leave will be granted when, at the discretion of the Superintendent of Highways, it shall be convenient to the conduct of

department business.

- C. No Employee shall be entitled to vacation time until he or she has worked at least six (6) months from the date of initial employment.
- D. Vacation scheduling preferences shall be given on a seniority basis and at no time shall more than two (2) employees be given vacation time at the same time.
- E. Employees required to come into work while on vacation will receive time and one half for all hours worked and a replacement vacation day for each vacation day worked.
- F. Employees going on vacation for a period of one week or longer will receive vacation pay prior to the start of the vacation. Partial weeks will not be paid in advance.

ARTICLE X- SICK LEAVE

- A. Employees covered hereunder shall be entitled to a maximum of ten (10) days per year paid sick leave, when such absence is the result of the illness of the Employee or a member of the Employee's immediate family.
- B. A doctor's certificate may be required as proof of illness.
- C. Unused sick leave days may be accumulated to a maximum of 165 days.
 - 1. Upon the termination of employment, an Employee will be reimbursed for any unused sick leave days at the rate of Sixty (\$60.00) Dollars per day. This amount shall be added to the Employee's last paycheck; or, at the option of the Employee, used to purchase additional retirement credit in accordance with regulations of the New York State Retirement System.

ARTICLE XI - PERSONAL LEAVE

All Employees covered hereunder shall be entitled to a maximum of three (3) days annual personal leave with pay to be granted by the Superintendent of Highways upon request made twenty-four (24) hours in advance. Unused personal days shall be added to an Employee's accumulated sick leave on an annual basis.

ARTICLE XII - BEREAVEMENT LEAVE

All Employees covered hereunder shall be entitled to a maximum of three (3) consecutive days of absence with pay as the result of a death in the Employee's immediate family or in the immediate family of that of his spouse. Unused bereavement leave days may not be accumulated.

ARTICLE XIII - PENSION PLAN

All Employees covered hereunder shall continue to be covered under the New York State, Retirement System according to the provisions in effect at the time of employment. The Town will continue to supply

Individual Health Insurance coverage for all retirees.

ARTICLE XIV – WORK DAY AND WORK WEEK

- A. The workday shall be eight (8) hours, from 7:00 A.M. to 12:00 and from 12:30 P.M. to 3:30 P.M. unless amended by mutual agreement of the Superintendent of Highways and the men of the department. A fifteen (15) minute work break shall be granted during every four (4) work hour period.
- B. The workweek shall be from Monday through Friday and shall consist of forty (40) hours.
1. Summer workweek – At the discretion of the Superintendent of Highways, a four (4) day summer workweek schedule may be implemented for efficient conduct of department business. The commencement and termination dates of such workweek, shall be as determined by the Superintendent of Highways.
- a. The summer workweek schedule shall be Monday through Thursday, ten (10) hours per day (6:00 A.M. - 4:30 P.M.; or 6:30 A.M. - 5:00 P.M., whichever schedule is selected by the Superintendent of Highways.)
- b. Time off will be calculated in hours instead of days (i.e., one day time off equals 10 hours instead of 8 hours).
- c. If a storm or other highway emergency requires Employees to work regular hours (7:00 A.M. - 3:30 P.M.) on a Friday during the summer work schedule, the Employees shall receive compensatory time off for such day, instead of time and a half overtime pay.
- C. Employees shall receive overtime pay at a rate of one and one-half times the regular hourly rate for all hours worked, or paid for, in excess of forty (40) hours in a single week.
- D. There will be a guaranteed workweek of forty hours except for the following:
1. The Employee's own absence, tardiness or failure to report to work;
2. A paid holiday, which will be included in the hourly total for the workweek.
- E. **Emergency Call Time Off:** Employees who are volunteer firemen or rescue squad members will be paid for work hours during which they are required to attend fire or rescue emergency calls, upon certification by the Superintendent of Highways. If an employee has been out on a lengthy fire or rescue call, he will be granted four (4) hours of paid rest time before returning to work.
- F. **Compensatory Time Off:** In lieu of overtime pay employees will, at their request, receive up to sixty (60) hours of compensatory time off annually, with one (1) hour of overtime work being the equivalent to one and one-half (1 1/2) hours of compensatory time off. Compensatory time off will be granted when, at the discretion of the Superintendent of Highways, it shall be convenient to the conduct of department business.

G. **Release Time:** After twelve (12) straight hours of plowing, and with less than two (2) hours remaining in the regular work shift, the Highway Superintendent may release the employees from work without loss of pay.

H. **Hazardous Condition Call In:** If in the discretion of the Highway Superintendent a hazardous condition exists that requires a call in of Employees, a minimum of two (2) Employees shall be called in.

I. **Call In Minimum:** In the event of any call in, regardless of the time actually spent, Employees shall be paid a minimum of 4 (four) hours pay.

ARTICLE XV – MEAL ALLOWANCE AND LUNCH AREA

Employees required to work extra duty shall be allowed adequate time for meals while remaining under the work assignment. The Employer agrees to establish an area in the Highway Garage for use as a lunchroom by employees as per original designs for the garage. Employees will be reimbursed \$10.00 for meals during every three (3) hours actually worked, after a minimum of two (2) hours of overtime is worked within that period.

ARTICLE XVI - INSURANCE

A. The Employer shall provide paid-in-full insurance coverage for Employees and immediate family residing with the Employee or other dependent for which the Employee is required to support pursuant to Court order under a carrier of the Employer's choice.

1. The prescription drug card program coverage to be provided under the above Contract shall be the Generic Option with co-pay.

2. The Employer shall have the right to change the health insurance carrier during the term of this Agreement as long as the same benefits provided by the present Plan are maintained during the period thereof.

3. If an Employee elects not to receive the group health insurance benefits provided by the Town hereunder, because he or she has obtained substantially similar coverage independently or because of being covered under a spouse's policy, then the Town will pay the sum of \$1500.00 for single person coverage, \$2500 for two person coverage and \$3500 for family coverage. As additional annual compensation to said Employee, said sum to be added to the Employee's other compensation.

ARTICLE XVII - WORKER'S COMPENSATION

Employees covered hereunder who are injured while on duty and thus are entitled to Worker's Compensation benefits shall return to the Employer any benefits received while the Employee is on paid sick leave. The Employee is entitled to retain any Worker's Compensation benefits for any period for which sick leave is not paid.

ARTICLE XVIII - WAGES

Wages shall be paid in accordance with the Wage Schedule attached hereto as "SCHEDULE A".

ARTICLE XIX - AGENCY FEE

All Employees in the unit, who do not join the local union or fail to renew their union membership' shall remit to the local union an agency fee equal to the amount of the dues paid by the local union members. Such payment may be authorized as a payroll deduction as stipulated in Article II, Section A.

ARTICLE XX - LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION 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 HAD GIVEN APPROVAL.

The parties have set their hands and seal this day.

DATED: December 31, _____, 2007

TOWN OF CHATHAM

TEAMSTERS LOCAL 294

Affiliated with the Int'l Brotherhood of Teamsters,

AFL-CIO

BY: [Signature]
Supervisor

BY: [Signature]
President

BY: [Signature]
Councilman

BY: [Signature]
Business Agent

BY: [Signature]
Councilman

BY: [Signature]
Councilman

BY: _____

Councilman

SCHEDULE A
SALARY POLICY AND WAGE SCHEDULE

1. There are ten (10) pay steps are hereby created within each job description category. Such steps shall be equivalent to one (1) year of seniority.
2. Each Employee shall receive the wage as set forth in following Wage Schedule based upon his/her pay step/year of seniority for the calendar year of 2008. All new hires shall begin at Step 1 of his/her job category description.
3. For the calendar year 2008, each employee shall receive a 3.5% wage increase over the previous year, 2009 each employee shall receive a 3.75 % wage increase and for 2010 each employee shall receive a 4% wage increase.
4. Each Employee with a start anniversary date prior to October 1st each year, shall receive his/her step advancement for that year as if hired on January 1st; effective January 1st of that year. Those with a start anniversary date of October 1st or later, shall be promoted to the appropriate step upon reaching that anniversary date.
5. Any promotion to a higher Step does not carry over years of service for the purpose of determining any other seniority-based benefit.
6. Each Employee upon attaining seniority beyond Step 10 shall be compensated at that base step rate (Step 10) for all future years; however, an additional lump-sum bonus shall be awarded annually (on the anniversary date), as follows:

15-19 years service:	\$1,000.00
20-24 years service:	\$1,500.00
25+ years:	\$2,000.00

2010

Class/Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1. Working Highway Supervisor	\$17.95	\$18.61	\$18.90	\$18.50	\$18.78	\$19.12	\$20.17	\$20.51	\$20.82	\$21.17
2. Mechanic	\$17.66	\$17.65	\$18.23	\$18.53	\$18.83	\$19.18	\$19.50	\$19.83	\$20.17	20.50
3. MEO	\$16.99	\$17.27	\$17.57	\$17.86	\$18.17	\$18.49	\$18.83	\$19.18	\$19.49	\$19.83
4. Laborer	13.32	\$13.61	\$13.90	\$14.79	\$14.50	\$14.86	15.17	\$15.50	\$15.84	\$16.18
5. MEO Part-Time	16.99	—	—	—	—	—	—	—	—	—
6. Laborer Part-Time	13.33	—	—	—	—	—	—	—	—	—

2011

Class/Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1. Working Highway Supervisor										
2. Mechanic										
3. MEO										
4. Laborer										
5. MEO Part-Time										
6. Laborer Part-Time										

- Promotion to higher class/level, regardless of years of service in current class/level (“step”), made to step which results in increase in current rate (i.e. do not carry over years of service)
- Longevity award — Upon attaining Step 10, would be compensated at that base rate (Step 10) for all future years; however, an additional lump-sum bonus shall be awarded each year, on December 1st, as follows: 15-19 years: \$1,000; 20-24 years: \$1,500; 25+ years: \$2,000.

