



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: **Yorkshire, Town of and International Brotherhood of Teamsters (IBT), Local 264 (2009)**

Employer Name: **Yorkshire, Town of**

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

Local: **264**

Effective Date: **01/01/09**

Expiration Date: **12/31/11**

PERB ID Number: **9292**

Unit Size: **4**

Number of Pages: **19**

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/>

BC 19292  COPY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF YORKSHIRE

AND

**TEAMSTERS LOCAL 264
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JANUARY 1, 2009 – DECEMBER 31, 2011

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 06 2009

ADMINISTRATION

INDEX

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
Preamble	Agreement	1
1	Purpose	2
2	Recognition	2
3	Union Rights	2
4	Management Rights	4
5	Probationary Period	5
6	Seniority	5
7	Grievance & Arbitration Procedure	6
8	Drug and Alcohol Testing	8
9	Legislative Approval	8
10	Compensation	9
11	Workweek and Overtime	9
12	Call-in Pay	10
13	Holidays	10
14	Vacation	11
15	Sick Leave	12
16	Funeral Leave	13
17	Jury Duty	14
18	Leave of Absence	14
19	Personal Leave Days	15
20	Retirement	15
21	Health Insurance & Waiver of Health Insurance	15
22	Staffing Guideline	16
23	Time Records	17
24	Term of Agreement & Future Agreements	17
	Appendix A	18
	Union Membership Application	
	Checkoff Authorization and Assignment	
	Appendix B	19
	Waiver of Medical Insurance Benefits	
	Appendix C	20
	Waiver of Cash Payment in lieu of Medical and Hospital Coverage	

This **AGREEMENT** made and entered into this 1st day of January 2009, by and between the Town of YORKSHIRE, hereinafter referred to as the "Town," and the Teamsters Local 264, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the Town has voluntarily endorsed the practice and procedures of collective negotiations as a fair and orderly way of conducting its relations with its full-time employees insofar as such practices and procedures are appropriate to functions and obligations of the Town to retain the right to operate the Town government effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the Town; and to provide for prompt and fair settlement of grievances without any interruption of or other interference with the operation of the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

PREAMBLE

Both parties mutually agree that their objective is for the good and welfare of the town and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Town and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

It is the policy of the Town of Yorkshire to provide equal employment opportunities to all persons without regard to race, color, sex, age, religion, or national origin. Further, it is the aim of the Town of Yorkshire to attract and retain employees who are best qualified to train for and perform specific jobs. Within the scope of this Policy are all employment practices relating to hiring, compensation, promotion, demotion and discharge.

RECRUITMENT:

The Town of Yorkshire recruits on the basis of qualifications and without regard to race, color, sex, age, religion or national origin.

ARTICLE 1
PURPOSE

Purpose – It is the purpose of this Agreement to effectuate the provisions of the Taylor Law, Chapter 391 of the Laws of 1967, to provide orderly collective negotiating relations between the Town and the Union, to secure prompt and equitable disposition of grievances and to establish the fair wages, hours and working conditions as specified in the Agreement for the employees covered by this Agreement.

ARTICLE 2
RECOGNITION

Section 2.1 The Town recognizes the Union as the sole and exclusive representative of a bargaining unit consisting of all permanent full-time employees in the Highway Department, MEO, CEO, excluding the Highway Superintendent, part-time employees and seasonal employees, for the purpose of collective bargaining and processing of grievances for the period defined in the Taylor Act.

ARTICLE 3
UNION RIGHTS

Section 3.1 All Employees covered by this Agreement who are members of the union shall be required to pay Union dues. The Town shall deduct from wages of such employees and remit to the Union regular membership dues, in a uniform dollar amount per pay period, on behalf of those employees who have signed an authorization permitting such payroll deductions, in accordance with Section 208(1) B of the Act, in the form of one deduction per employee. The financial officer of the Union shall notify the Town of the amount of dues to be deducted and shall notify the Town thirty days in advance of the effective date of any change in the amount to be deducted. All amounts so deducted shall be sent with a listing of the members from whom the deductions have been made and the amount deducted to: TEAMSTERS LOCAL 264, 35 TYROL DRIVE, CHEEKTOWAGA, NY 14227. Agency shop fee deductions shall be made to the extent required by law and subject to the same conditions as dues. The Union shall indemnify the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken by the Town for the purpose of complying with the provisions of this Article. The Union shall have the exclusive right of dues or agency fee deduction, and the Town may allow employees to elect payroll deductions for Union sponsored benefit programs or other purposes such as deposits in local credit union accounts.

Section 3.2 Teamsters Local 264 affirms that it does not assert the right to strike against the Town of Yorkshire, to cause, instigate, encourage, or condone any strike, or impose an obligation upon its membership to do the same.

Section 3.3 The Town will provide the Union with a list of all current employees in the bargaining unit including the employee's full name, home address, job title, work location, first date of employment and deductions for health insurance, and will provide an updated list periodically as changes occur and annually upon request. This information will be held in strict confidence and will not be used to harass any employee. It is understood that it is the obligation of an employee to notify the Town of any change of address, phone number, name, marital status, etc. Failure to do so may result in disciplinary action against the employee. Further, duly authorized representatives of the Union will be permitted to visit the premises of the Town at reasonable times for the purpose of transacting Union business pertaining to the Town of Yorkshire which does not interrupt or interfere with Town business or the employees' work performance.

Section 3.4 The Town agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Town or any Town representative against any employee because of union membership or because of any lawful employee activity in an official capacity on behalf of the Union. The Union agrees that it will not interfere with, coerce, or intimidate any of the employees into joining the Union. The Union recognizes that no employee is required to join the Union and every employee has the right to join or refrain from joining the Union. The Union also recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of Union membership.

Section 3.5 The Town agrees to provide suitable space for the Union to place a bulletin board in the highway garage. Postings by the Union on such boards are to be confined to official business of the Union.

Section 3.6 One month after signing this Agreement, the Town will provide job descriptions of all positions covered by this Agreement (to the extent written descriptions exist) to the Union and annually thereafter during the term of this Agreement if any changes occur. When any new titles within the bargaining unit are created during the term of this Agreement, the Union Business Representative shall be provided a copy of such job description within thirty days after an employee is appointed to such new position. It is understood and agreed that the production of a job description to the Union shall be for informational purposes only, and shall not prohibit the Town from assigning to unit employees work of any nature whatsoever, whether contained in the job description or not.

Section 3.7 Unless otherwise permitted by the Highway Superintendent or scheduled by the Town during working hours, Union business including grievance investigation and hearings, shall be conducted during employee non-working hours, and shall be conducted so as not to interfere in any Town operations or functions. When, in the Town's discretion, Union business must be conducted during working hours, Union stewards so involved shall be released with pay.

Section 3.8 Any unit employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed except in case of an emergency or when a Union representative cannot be present after a reasonable amount of time.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 4.1 All of the functions, rights, powers, responsibilities and authority of the Town in regard to the management of its work and services and the direction of its work force which the Town has not specifically abridged, delegated, granted or modified by this Agreement are, and shall remain exclusively those of the Town. Not by way of limitation of the foregoing clause, the Town retains the right and responsibility to: hire, discharge, transfer, suspend and discipline employees; determine the number of persons required to be employed, laid-off or discharged; determine the qualification and competency of employees for positions covered by this Agreement; determine the starting and quitting times and the reasonable number of hours to be worked by employees; make any and all reasonable rules and regulations; determine the work assignment of employees; determine the basis for selection and promotion of employees to or for occupations within or without the bargaining unit; determine the type of work to be assigned to each employee at any time or from time to time; determine the type of equipment used and the sequence of work processes; make technological alterations by revising either processes or equipment, or both; determine work and service standards and the quality and quantity of work and services to be produced; select and locate its facilities; establish, expand, transfer and consolidate work processes and facilities; transfer or subcontract work provided all current incumbent employees of the Town are working (or have voluntarily decided not to) or the Town does not have the manpower or the equipment to perform the work; terminate or eliminate all or any part of its work or service.

Section 4.2 The Union recognizes all rights, powers, responsibilities and authority of the Employer and the execution thereof in regards to the operation of its work and business and the direction of its work force, which have not been specifically abridged, deleted, delegated or modified by this Agreement are and shall remain exclusively those of the Employer.

ARTICLE 5
PROBATIONARY PERIOD

Section 5.1 Each noncompetitive employee shall serve a six (6) month probationary period. Upon completion of the probationary period, the employee's seniority date shall issue from date of hire, as defined in the seniority provision of this Agreement.

Section 5.2 Dismissal and discipline during the probationary period shall not be subject to the grievance and arbitration provision of this Agreement.

Section 5.3 After completion of the probationary period, but not before (except as otherwise provided), a permanent, full-time employee will be eligible for the sick time and other leave which shall then be deemed to have accrued from the initial date of probationary employment and for benefits as otherwise provided under this Agreement. Temporary, part-time, and probationary employees are not eligible for benefits under this Agreement unless otherwise so specified.

ARTICLE 6
SENIORITY

Section 6.1 Seniority shall be defined as the length of continuous service from the date of hire in all classifications covered by this Agreement. Employment in a full-time capacity covered by this Agreement which is continuous to bargaining unit service shall be included in the calculation of seniority. Seniority shall terminate upon:

- a. Discharge for cause;
- b. Resignation or Voluntary quitting of the job;
- c. Layoff for a period of over one (1) year unless the employee has not been employed by the Town for at least one year, in which case the maximum period shall be the employee's length of service, rounded to the nearest month, following successful completion of the probationary period;
- d. Abandonment, actual or constructive, of employment due to no-call, no-show without a legitimate and acceptable excuse showing the existence of an emergency situation;
- e. Failure to return to work on the first day following the expiration of any leave of absence, unless there existed a verifiable emergency which prevented the employee's return;
- f. Failure to return to work following recall from layoff. Recall shall be by telephone call, followed by a confirming letter, a copy of which shall be sent to the Union Steward.

Section 6.2 Seniority for the purpose of this Agreement shall apply to eligibility for paid sick days and vacation benefits.

Section 6.3 Reduction in force among noncompetitive class positions shall be within the job classification affected, based upon inverse seniority within each classification, provided, however, the senior employees have the knowledge, skill and proficiency to perform the available jobs. Recall of and "bumping" by those laid off is subject to Civil Service Law and Rules.

ARTICLE 7
GRIEVANCE AND ARBITRATION PROCEDURE

Section 7.1 In the event that any difference shall arise between an employee or group of employees and the Town concerning the interpretation or application of the express terms of this Agreement, such difference shall be settled in the following manner:

Step one: The aggrieved party and steward shall first discuss a grievance with the highway superintendent with the objective of resolving the matter informally (except that a grievance submitted by the Town shall begin at Step 2).

Step two: 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 highway superintendent. No alleged grievance shall be entertained, and shall be deemed waived, unless presented in writing within seven (7) working days after the aggrieved party or parties know or should have known of the act or occurrence on which the alleged grievance is based. 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 have been violated. A meeting between the highway superintendent or his designated representative and the aggrieved party and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar after such meeting, the highway superintendent will provide the Union with a written response to its grievance.

Step three: In the event the grievance is not resolved as provided above, the grievance may be presented in writing to the Town Supervisor or his designee within ten (10) work days. The Supervisor or his designee, in consultation with the Board, shall respond to the grievance in writing within fourteen (14) working days from its timely receipt.

Step four: In the event that the grievance is not resolved by the decision of the Supervisor or his designee, the grievant may, within ten (10) work days thereafter, submit such grievance to arbitration. The Town and the Union agree that the arbitrator shall be selected by mutual agreement or from a panel obtained from either the Federal Mediation and Conciliation service or the American Arbitration Association. The parties shall alternatively strike names from the panel and the last remaining name shall be the arbitrator. Each party shall bear its own expense with respect to the preparation and presentation of any grievance to an arbitrator, and both parties shall bear equally the expense of the arbitrator. In making the award, the arbitrator shall not have the power or authority to add to, subtract from, modify or change, explicitly or impliedly, in any way the express provisions of this Agreement; to substitute his or her discretion for the Town's discretion in cases where the Town is given discretion by this Agreement; or to assume any other responsibility of management. The arbitrator's authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one grievance shall be submitted to or heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be binding on the parties. 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.

Section 7.2 Failure of the Union to observe any of the time limits set forth in the steps of the grievance procedure as aforesaid shall result in the grievance being conclusively settled pursuant to the decision to the previous step in the grievance procedures. Should the Town fail to respond within the time limits set forth in the grievance procedure, the Union shall have the right to move the grievance in a timely manner to the next step of the grievance procedure.

Section 7.3 The grievance and arbitration provision of this Article shall apply to any instances of discipline or discharge of employees who have successfully completed probation.

Section 7.4 The Union shall be considered the representative for grievance representation purposes of any employee laid off, discharged or otherwise separated from the payroll until the time limits of the grievance and arbitration procedure have been exhausted (except termination of probationary employees shall not be subject to the arbitration procedure).

Section 7.5 The Union shall notify the Town of the Union representative authorized to present and process grievances. The Town shall notify the Union of the Town's official representative.

Section 7.6 The time limits of the Grievance and Arbitration Procedure set forth in this Agreement can be extended by mutual agreement, in writing, between the Town and the Union.

ARTICLE 8
DRUG AND ALCOHOL TESTING

Section 8.1 The Town may require an employee to submit to a urine and/or blood test where there is reasonable, individualized suspicion of use of controlled substances or alcohol, or abuse of legal drugs (hereafter "drug use"). Such reasonable suspicion shall be documented. The collection of urine will not be directly witnessed unless there is a reasonable suspicion to believe that the employee may tamper with the testing procedures. At the time of any urinalysis or other appropriate test, the employee may request that a blood sample be taken at the same time so that a blood analysis can be performed if the employee's urinalysis, or other appropriate test, confirms drug use.

Section 8.2 The testing process for drug use shall include an initial screening test, and if the test is positive for drug use, a test to confirm the results.

Section 8.3 Use of controlled substances or abuse of prescribed drugs at any time while employed by the Town, or the use of alcohol or prescribed drugs while on duty, or the presence of alcohol or prescribed drugs in the blood while on duty, shall be cause for discipline, including termination. Any issue relating to the drug and alcohol testing process (e.g., whether there was reasonable suspicion for ordering an employee to undergo a test, etc.) shall be raised only in the disciplinary process as otherwise provided in this Agreement. The parties recognized that federal law and regulations may supersede some parts of Article 8.

ARTICLE 9
LEGISLATIVE APPROVAL

Section 9.1 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 ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 10
COMPENSATION

Section 10.1 Wage Rates – The hourly salaries for unit personnel shall be as follows:

January 1, 2009	\$17.45
January 1, 2010	\$17.97
January 1, 2011	\$18.51

Any Employee hired after January 1, 2009 will be paid the following:

Eighty-five percent (85%) of current wage rate.

Ninety percent (90%) after completion of probationary period.

Ninety-five percent (95%) on first anniversary date.

One Hundred percent (100%) on second anniversary date.

ARTICLE 11
WORKWEEK AND OVERTIME

Section 11.1 Time and one-half (1 & 1/2) the employee's regular hourly rate shall be paid for all authorized time worked over forty (40) hours per week. Hours paid for will be considered hours worked for purposes of calculating overtime. There shall be no pyramiding of overtime or other premium time. Overtime will be paid as accrued bi-weekly.

Section 11.2 The normal work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week. The normal shift shall be from 7:00 AM to 3:30 PM as determined by Highway Superintendent. The Employer may establish a summer work schedule between May 1 – November 1, such periods of each year as it determines to be in the best interests of the residents of the Town of Yorkshire, and shall maintain such summer work schedule on a full week basis, with prior notice of at least one week's time whenever such schedule is started or ended. The summer work schedule may consist of a four (4) consecutive day week (Monday through Thursday) consisting of ten (10) hours per day and forty (40) hours per week. The summer shifts shall be determined by the Highway Superintendent at his discretion.

Section 11.3 The pay period begins at 12:01 a.m. on a Saturday and ends at Midnight on the Friday two weeks later. Paychecks are issued on the Friday immediately following the end of the pay period. New employees shall be paid in the same pay period as existing employees.

Section 11.4 All bargaining unit employees shall have their time in and out recorded.

Section 11.5 Employees will receive one 15 minute relief period in the morning, and a paid lunch of 20 minutes per day to be scheduled in conjunction with the Superintendent. It is expected that employees will abide by the time allowed. The 20 minute lunch and break includes travel time. Employees will not be permitted to use town vehicles when traveling to and from lunch or relief periods.

Section 11.6 Employees shall have the option of taking overtime as compensatory time at a rate of one and one-half (1 & ½) hours of compensatory time for every hour of overtime, up to a maximum of 40 hours. Compensatory time cannot be used unless approved by the Superintendent. Compensatory hours not used by the first pay period in December, will be paid in the last paid period of December.

ARTICLE 12 **CALL IN PAY**

Section 12.1 As has been the practice, employees called in to work, outside of normal working hours and not contiguous to their regular shift, will receive a minimum of two hours of straight time pay if no work is available at that time. If employees are assigned any work at that time, they will receive a minimum of four hours work or pay at their appropriate pay.

ARTICLE 13 **HOLIDAYS**

Section 13.1 Full time employees covered by this Agreement shall be entitled to eleven (11) paid holidays per year, as follows: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day and Christmas Day and two (2) Floating Holidays; must be used in calendar year, cannot be rolled over to next year.

Section 13.2 If an employee must work on one of the designated holidays, he shall be entitled to pay at time and one-half his or her regular straight time rate for all hours worked.

Section 13.3 Holidays will be taken on the Federal observance of that holiday. Otherwise, if a holiday falls on Saturday, employees will receive the proceeding Friday as the paid holiday. If the holiday falls on a Sunday, the following Monday will be considered the paid holiday.

Section 13.4 An employee shall be eligible for holiday pay at his regular straight time hourly rate for his regularly scheduled working hours (provided he is not on layoff status). Authorized comp time may be used preceding or following the paid holiday (weather permitting).

ARTICLE 14
VACATION

Section 14.1 Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
After one (1) year	10 days paid vacation
After two (2) years	11 days paid vacation
After three (3) years	12 days paid vacation
After four (4) years	13 days paid vacation
After five (5) years	14 days paid vacation
After six (6) years	15 days paid vacation
After seven (7) years	16 days paid vacation
After eight (8) years	17 days paid vacation
After nine (9) years	18 days paid vacation
After ten (10) years	19 days paid vacation
After eleven (11) years	20 days paid vacation

Vacation Eligibility:

The first year of service shall be the year commencing with the employees' full-time starting date.

At the completion of the employee's first anniversary, the employee shall be entitled to ten (10) days of paid vacation as stated above, to be taken prior to December 31, of that year. The employee shall be entitled to ten (10) days vacation as of January 1, of the next year to be taken during the calendar year January 1 to December 31. At the completion of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth and eleventh anniversary, said employees shall be entitled to an additional day of paid vacation to be taken prior to December 31. Thereafter, the employees shall be eligible to take their vacation in accordance with the above schedule between January 1 and December 31 of each calendar year.

Section 14.2 The vacation period shall be from January 1st to December 31st.

Section 14.3 Seniority for purposes of this Article shall be determined by the employee's date of hire as a full-time employee.

Section 14.4 Vacation pay shall be computed at the rate of forty (40) hours at the employee's current rate of pay. Any employee receiving a premium said premium shall be inclusive in the computation.

Section 14.5 If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

Section 14.6 An employee who resigns, retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in the case of the death of an employee.

Section 14.7 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.

Section 14.8 Vacation days for full time employees may be accumulated to a maximum of twenty (20) days effective 1/1/96.

ARTICLE 15 **SICK LEAVE**

Section 15.1 Effective 1/1/02 full time employees will be entitled to eight (8) paid sick day per year, which may accumulate to a maximum of 100 days. An employee during his probationary period will accrue sick time from his hire date on a prorated basis, but will not be able to use the accrued time until the end of his probationary period. (Example: Employee starts on June 1, employees are entitled to 8 paid sick days per calendar year. $8 \text{ days} \div 12 = .666 \text{ days per month}$. $.666 \times 7 \text{ months} = 4.662 \text{ days rounded up to 5 days}$.)

Section 15.2 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.

Section 15.3 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.

Section 15.4 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.

Section 15.5 If an employee retires from Town service and has worked at least ten (10) consecutive years and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of 75% of his accumulated sick time for application by the Town to health insurance premiums for such employee or spouse.

Section 15.6 If an employee retires from Town service and has worked at least fifteen (15) consecutive years and is eligible to receive New York State Retirement System payments or if 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 time for application by the Town to health insurance premiums for such employee or spouse.

Section 15.7 The Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

Section 15.8 Any absence due to sickness of more than two (2) consecutive work days shall entitle the Employer to request a Physicians certificate.

ARTICLE 16 **FUNERAL LEAVE**

Section 16.1 In the event of death in the immediate family of an employee, the employee shall be granted three (3) consecutive leave days including holidays and weekends.

Section 16.2 The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Grandparents, Stepfather, Stepmother and Stepchildren.

Section 16.3 In the event of death of a non immediate family member the employee shall be granted one (1) day leave with pay.

ARTICLE 17
JURY DUTY

Section 17.1 When a full-time employee is summoned for jury duty during his/her regularly scheduled work hours, he/she will continue to receive his/her regular base pay for his/her regularly scheduled hours, less an amount equal to the per diem allowance the employee will receive for jury service, except as required by law. Pay shall not exceed forty (40) hours per week. As a condition of partial pay while on jury duty, the employee must notify the Superintendent or his designee that he has been called to serve as a juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a standby basis.

ARTICLE 18
LEAVE OF ABSENCE

Section 18.1 A request for a leave of absence without pay may be made in writing by any full-time employee to the Superintendent. Such application shall state the reason for the requested leave and its duration. A leave of absence without pay for less than one month (or in case of an emergency) may be granted or denied in the sole discretion of the Superintendent. A leave of absence without pay for more than one month shall be applied for as soon as possible and at least one month in advance, and may be granted or denied in the sole discretion of the Town Board for a period not exceeding six (6) consecutive months. A leave of absence without pay does not constitute an interruption of continuous service for the purpose of earning seniority or eligibility for retirement benefits under Sec 41 of the New York State Retirement and Social Security Law, nor will such leave result in a loss of benefits accrued by the employee prior to the commencement of such leave. Employees must make arrangements for payments of health insurance.

Section 18.2 Where a leave of absence is granted for more than two months, thirty days before the leave is to expire, or thirty days before an approved earlier return date, the employee must report to the Superintendent to give notice of the intention to return to work (except when circumstances make such notice impossible). Failure to report to work at the end of the leave will be considered a voluntary resignation.

ARTICLE 19
PERSONAL LEAVE DAYS

Section 19.1 Each employee is allowed four (4) days with pay for personal reasons each calendar year. An employee during his probationary period will receive personal leave time from his hire date on a prorated basis, but will not be able to use the personal time until the end of his probationary period. Should the employees probationary date start in one year and end in the next year, those prorated days shall be added to that calendar years allotment. This part of the section only applies to new hires. (Example: Employee starts on June 1, employees are entitled to 4 paid personal days per calendar year. $4 \text{ days} \div 12 = .333 \text{ days per month}$. $.333 \times 7 \text{ months} = 2.33 \text{ days rounded down to 2 days}$.)

ARTICLE 20
RETIREMENT

Section 20.1 As is the current practice, the Town will continue its participation in the New York State Employees Retirement System. Employee participation and benefits are subject to the rules and regulations of this plan. All employees shall be informed of their rights and obligations of this plan when they are employed.

ARTICLE 21
HEALTH INSURANCE AND WAIVER OF HEALTH INSURANCE

Section 21.1 The employer will provide all full time bargaining unit employees of the Town of Yorkshire on the first day of the month following the employee's hire date of employment, at no cost to current employees, with the New York State Teamsters Health and Hospital Select Plan with all benefits at highest level, beginning January 1, 2009. All newly hired employees after January 1, 2009 will contribute ten (10%) percent toward the cost of their health insurance.

If contacted by the Town over the duration of this contract the Union agrees to discuss possible alternate plans or other means of maintaining current benefit levels for employees while continuing or reducing current premiums. Any contemplated change would be subject to mutual agreement.

Section 21.2 In the event an employee is off on a work related disability or Town workers compensation leave, the employer will continue to pay the full premium for health insurance for a period up to twelve (12) months provided said employee has exhausted all benefit time.

Section 21.3 If eligible, employees who are eligible to receive Medical Health Insurance as provided in this Agreement may elect to waive such employment benefit because they are currently covered by adequate Health Insurance through their spouse's plan or because they deem they do not require such coverage.

Section 21.4 Family Plan Participants: As compensation of the waiving of the right to such coverage, the Town agrees to pay the employee fifty (50%) percent of Town costs for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time an employee elected such waiver, is ineligible or terminated; or if the employee requires immediate reinstatement of coverage due to loss of coverage through the employee's spouse's plan.

Section 21.5 Single Member Participants: As compensation for the waiving of the right to such coverage, the Town agrees to pay the employee fifty (50%) percent of the Town cost for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time an employee elected such waivers, is ineligible or terminated or if the employee requests reinstatement of coverage.

Section 21.6 Either single or married employees desiring to waive this coverage shall be required to sign Appendix Form B. Any employee who desires to reinstate coverage shall be required to sign Appendix Form C at least thirty (30) days prior to the reinstatement of such coverage.

ARTICLE 22 **STAFFING GUIDELINE**

Section 22.1 In order to provide for safety of any unit employee, during snow removal, sleet or freezing rain, if the equipment is not equipped with controls that can be easily handled from the driver's seat as per specifications from the State D.O.T., it shall be manned by two (2) men when the wing plow is to be operated. In the event the wing plow is not in operation or removed, the equipment can be manned by one man, if mutually agreed upon between the highway superintendent and union steward.

ARTICLE 23
TIME RECORDS

Section 23.1 The Superintendent or his designee shall maintain an accurate record of leave hours accrued and hours taken off by each employee. Each employee may request the amount of his or her accruals and use of leave. Any disagreement must be reported to the Superintendent immediately.

ARTICLE 24
TERM OF AGREEMENT AND FUTURE NEGOTIATIONS

Section 24.1 Term of Agreement

This Agreement shall become effective as of January 1, 2009, and shall terminate at the close of business on December 31, 2011.

Section 24.2 Future Negotiations

The parties mutually agree that negotiations for the contract year 2012 will commence on or about July 15, 2011.

TEAMSTERS LOCAL 264

TOWN OF YORKSHIRE

NAME: Bradley Haag
Bradley Haag

TITLE: BUSINESS AGENT

DATE: 11/17/08

NAME: Marcia Spencer
Marcia Spencer

TITLE: SUPERVISOR

DATE: 11-12-08