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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **TOWN OF SAVANNAH**

and

## **TEAMSTERS LOCAL 118**

(Highway Unit)

January 1, 2009 – December 31, 2011

# Collective Bargaining Agreement

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# 1 PREAMBLE

## 1.1 Notice of Agreement

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Savannah, hereinafter referred to as the "Town", and Teamsters Local 118, hereinafter referred to as the "Union."

# 2 MANAGEMENT RIGHTS

## 2.1 Management Rights Clause

**2.1.1** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for materials, services, supplies and equipment; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this collective bargaining agreement.

# 3 UNION RIGHTS

## 3.1 Recognition

**3.1.1 Recognition:** In accordance with the certification of the New York State Public Employment Relations Board (Case Number C-5429), the Town recognizes the Union as the exclusive collective-bargaining representative with respect to all terms and conditions of employment that are mandatory subjects of negotiations for employees identified in 3.2.1, below.

## 3.2 Definition of Bargaining Unit

**3.2.1 Included:** Included in the bargaining unit are all regular full-time laborers, motor equipment operators, mechanics, and working foremen employed in the Highway Department who regularly perform year-round work operating, repairing, or maintaining Highway Department vehicles or equipment or maintaining Town highway facilities.

**3.2.2 Excluded:** Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent of Highways, temporary employees, part-time employees, seasonal employees, and clerical employees.

**3.2.3 Regular Full-time Employee:** For the purpose of this Collective Bargaining Agreement, a “regular full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

**3.2.4 Part-time Employee:** For the purpose of this Collective Bargaining Agreement, a “part-time employee” will mean and refer to an employee who is regularly scheduled to work *thirty hours or less* per week throughout the year. In the event a full-time position is abolished, the Town may not employ a combination of part-time employees to make up a full-time equivalent.

**3.2.5 Temporary Employee:** For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an “as-needed” basis or to replace an employee who is on an approved leave of absence.

**3.2.6 Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a “seasonal employee” shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal.

### **3.3 Union Membership/Agency Shop**

**3.3.1 Union Membership:** An employee who chooses to become a member of the Union shall sign an authorization card for dues deduction and submit it to the Union. Thereafter, the Union will forward the authorization to the Town and the Town will deduct and remit the dues, initiation fees, and/or assessments in accordance with 3.3.3, below.

**3.3.2 Agency Shop:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of the execution of this collective bargaining agreement or initial employment, as the case may be, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues and initiation fees levied by the Union. The Town will deduct and remit the service fee in accordance with 3.3.3, below.

**3.3.3 Dues/Fees:** The Town will deduct membership dues or agency shop fees, as the case may be, from the pay of each employee at the close of each pay period and remit the sum to the Union at the end of each month. The Union shall notify the Town of the amount to be deducted.

**3.3.4 Indemnification Clause:** The Town assumes no obligation with respect to the obtaining of authorization cards. In the event an action or proceeding is commenced in a court of competent jurisdiction or before an administrative agency regarding such fee, the Union agrees to indemnify and save harmless the Town from and against the cost of such action or proceeding and to pay any judgment entered against the Town in such action or proceeding and to pay all costs upon demand and the cost of complying with any interim order or final judgment that may be entered therein, reimbursement of expedient witness fees, attorneys fees, arbitration fees, and all court and filing fees incurred by the Town.

### **3.4 Leave for Contract Administration**

**3.4.1 Investigation and Presentation of Grievances:** The Union may designate one employee as Shop Steward. The Shop Steward will be allowed release time, without pay, for the following activities: to present grievances to management; to attend grievance arbitration hearings; and, to attend conferences and hearings of the New York State Public Employment Relations Board. The investigation of grievances may only be conducted during non-working hours (e.g. before and after the workday, meal periods, rest periods).

**3.4.2 Meetings with Management:** The Shop Steward will be allowed release time during working hours, without loss of pay or leave credits, to meet with management only when the Superintendent of Highways or Town Supervisor has requested the meeting.

**3.4.3 Requests for Release Time:** Requests for the use of release time shall be made to the Superintendent of Highways as far in advance as possible. Requests will not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until it has been approved by the Superintendent of Highways or Town Supervisor.

### **3.5 Leave for Negotiations**

**3.5.1 Eligible Employees:** One employee designated by the Union will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

### **3.6 Bulletin Boards**

**3.6.1. Location:** The Union may maintain a bulletin board in an accessible place at Highway Garage for the exclusive use of the Union.

### **3.7 Access to Town Premises**

**3.7.1 Union Representatives:** Representatives of Teamsters Local 118 will be allowed access to the Town's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give notice of the visit to the Superintendent of Highways at least two hours in advance.

## **4 EMPLOYEE RIGHTS**

### **4.1 Probation**

**4.1.1 Length of Probationary Period:** An employee's original appointment to a position in the non-competitive or labor class shall be for a probationary period of fifty-two consecutive weeks.

**4.1.2 Failure to Successfully Complete Probationary Period:** In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time on or before completion of the maximum probationary period. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure.

**4.1.3 Temporary or Seasonal Employees:** In the event a temporary, part-time, or seasonal employee is hired as a regular full-time employee, such individual shall serve the full probationary period.



## 4.2 Seniority

**4.2.1 Service Seniority:** Seniority will be determined by the employee's length of continuous service in the bargaining unit.

**4.2.2 Same Length of Service:** In the event two or more employees have the same length of service, the employee with the earliest day of hire will have greater seniority. In the event two or more employees have the same date of hire, such employees will have their individual seniority determined by lot.

**4.2.3 Leave of Absence:** An employee will not accrue seniority while the employee is on an approved unpaid leave of absence or while the employee is in layoff status. Such leave will not be considered as a break in "continuous service".

**4.2.4 Disability Leave:** An employee who is on disability leave (on-the-job or off-the-job) and is not drawing on paid leave credits will continue to accrue seniority as if the employee was in regular pay status.

**4.2.5 Loss of Seniority:** Seniority shall be broken only by lawful discharge or voluntary quit.

## 4.3 Layoff and Recall Procedure

**4.3.1 Layoff:** In the event of a reduction in the number of positions in a job title within the bargaining unit, the Town will lay off the least senior employee in the affected job title.

**4.3.2 Recall:** In the event there is a vacancy in the job title where a layoff occurred, the most senior employee not working will be the first employee to be recalled, with the remaining employees on layoff to be recalled in the same manner. The Superintendent of Highways will notify the laid-off employee of the vacancy by means of certified mail sent to the employee's last known address. In the event the employee does not respond within seven calendar days, either in person or in writing, it will be assumed that the employee has rejected the offer.

## 4.4 Performance Appraisal

**4.4.1 Purpose and Criteria:** The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance. Performance appraisals in themselves shall not be used as discipline.

**4.4.2 Frequency:** An employee will be formally evaluated at least once each year on a date determined by the Superintendent of Highways. Informal evaluations will occur on an as needed basis. The Town's failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of its right to perform such evaluations at any time in the future.

**4.4.3 Evaluation Conference:** After an evaluation form has been completed, the Superintendent of Highways, or designee, will meet with the employee to review the employee's performance appraisal report. Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement. An employee's written reply, if any, will be attached to the performance appraisal report.

## **4.5 Personnel File**

**4.5.1 Employee Access:** Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Town Supervisor. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor.

## **5 VACANCIES & PROMOTIONS**

### **5.1 Notification of Vacancies**

**5.1.1 Posting:** In the event there is a vacancy in a new or existing position within the bargaining unit that the Town intends to maintain, the vacancy will be posted for at least ten calendar days on the Highway Department bulletin board. In the event that operational needs require the immediate filling of the vacancy, the Town may make a temporary appointment.

### **5.2 Appointment to Vacancies**

**5.2.1 Selection:** The Superintendent of Highways will be the sole judge with respect to the degree to which applicants meet job qualifications. The selection of internal and/or external applicants to fill positions will be at the sole discretion of the Superintendent of Highways. Such action shall not be subject to the Grievance Procedure.

**5.2.2 Probationary Period (Promotion):** An employee who is promoted into a new position shall be placed on probation for a period of twenty-six weeks. At any time during this period, the Town may rescind the promotion or transfer and the employee will be reinstated to the employee's previous position. Such action shall not be subject to the Grievance Procedure or Disciplinary Procedure. At any time during the probationary period, the employee may retreat to the employee's previous position.

## **6 HOURS OF WORK**

### **6.1 Work Schedule**

**6.1.1 Workday:** The Superintendent of Highways will establish an employee's scheduled hours of work, which may differ from the normal hours of operation to meet the particular needs and requirements of the department. Once established, the beginning and ending of an employee's normal workday shall not be changed without an advance written notice of at least seven calendar days. Notwithstanding the above, during "snow season", the Superintendent of Highways may change the beginning and ending of the employee's normal workday to respond to weather conditions.

**6.1.2 Workweek:** The Superintendent of Highways will establish an employee's scheduled days of work, which may differ from the normal days of operation to meet the particular needs and requirements of the department. Once established, the employee's scheduled days of work shall not be changed without an advance written notice of at least seven calendar days.

**6.1.3 Additional Hours of Work:** The Superintendent of Highways may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the Superintendent of Highways before working additional hours.

**6.1.4 Availability During Inclement Weather:** Given that the Highway Department is responsible for the maintenance of the roadways, each employee must be informed about the potential of inclement weather during non-work hours (excluding pre-approved vacation periods). In the event there is a forecast for inclement weather that may require snow removal or other emergency responses by the Highway Department, each employee must be ready, willing, and able to work. Being "able" includes being in compliance with Department of Transportation regulations pertaining to the consumption of alcohol. If an employee cannot be at the employee's home to receive the call to report for snow removal or other emergency duties, the employee must leave a message on the Department's answering device as to where the employee may be contacted.

**6.1.5 Equalization of Overtime:** In the event there is an opportunity in a given title to work additional hours beyond the normal workday or workweek, the opportunity shall first be offered to the regular full-time employee in that job title with the least number of overtime hours. An employee who refuses the opportunity, or is not available, will be charged as if the employee had worked the assignment. In the event no employee volunteers, the work shall be assigned to the regular full-time employee in that job title with the least number of overtime hours.

Notwithstanding the above, if the opportunity is "unplanned" and is anticipated to require less than two hours to complete the Superintendent of Highways may perform the work; or, in the event the Superintendent of Highways is out-of-town or "out-of-service" (i.e. sick or vacation), then the Deputy Highway Superintendent may perform the work.

**6.1.6 Time Records:** An employee must record all hours worked on the time clock and/or time cards for all times reporting for work and leaving work for any reason, plowing, lunch, etc.

## **6.2 Notification of Absence**

**6.2.1 Notification of Tardiness:** An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must, when possible, notify the Superintendent of Highways at least fifteen minutes before the employee's scheduled starting time.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must, when possible, notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must, when possible, be made personally to the Superintendent of Highways, unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

**6.2.3 Early Departure:** In the event an employee must leave work during the workday, the employee must notify the Superintendent of Highways prior to leaving.

## 6.3 Meal & Rest Periods

**6.3.1 Meal Period:** An employee who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. Meal periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal period.

**6.3.2 Rest Periods:** An employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Superintendent of Highways in accordance with the needs and requirements of the department. Unless otherwise directed by the Superintendent of Highways, all rest periods must be taken at the work-site and may not exceed the time allowed.

## 7 COMPENSATION

### 7.1 Wage Rates

**7.1.1 Base Wage:** The schedule set forth below will be the applicable schedule for the period January 1, 2009 through December 31, 2011, which reflects increases of 3% on January 1, 2009, 2.75% on January 1, 2010, and 2.75% on January 1, 2011.

|                   |           | January 1,<br>2009 | January 1,<br>2010 | January 1,<br>2011 |
|-------------------|-----------|--------------------|--------------------|--------------------|
| Motor<br>Operator | Equipment | \$15.91            | \$16.35            | \$16.80            |

An employee will receive 75% of the base wage during the first year of employment.  
Upon completion of one year of continuous employment, an employee will receive 80% of the base wage.  
Upon completion of two years of continuous employment, an employee will receive 85% of the base wage.  
Upon completion of three years of continuous employment, an employee will receive 90% of the base wage.  
Upon completion of four years of continuous employment, an employee will receive 95% of the base wage.  
Upon completion of five years of continuous employment, an employee will receive the full base wage.

### 7.2 Premium Pay for Overtime

**7.2.1 Authorization:** An employee must receive prior approval from the Superintendent of Highways before working beyond the employee's normal workday or workweek.

**7.2.2 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek.

**7.2.3 Credit for Paid Leave:** All paid leave will be included as time worked in the computation of overtime.

## 7.3 Call-In Pay

**7.3.1 Compensation:** In the event an employee is called in to work for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, the employee shall be guaranteed at least two hours of work. In the event the employee does not work for the full two hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay.

**7.3.2 Start Time:** The pay for an employee who is called out for emergency duty will begin when the employee arrives at the highway garage.

## 7.4 Pay Period

**7.4.1 Payroll Period:** The payroll period will begin on Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 11:59 p.m.

**7.4.2 Pay Date:** Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday.

## 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The holidays listed below will be observed on the day designated by the Town Board at the organizational meeting in January of each year.

- New Year's Day
- Presidents' Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas

**8.1.2 Holiday Occurs on Regular Days Off:** In the event a designated holiday occurs on the first day of an employee's regularly scheduled day off, the holiday for such employee will be observed on the preceding scheduled day of work. In the event a designated holiday occurs on the second day of an employee's regularly scheduled day off, the holiday for such employee will be observed on the succeeding scheduled day of work.

**8.1.3 Holiday Pay during Paid Leaves:** In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

**8.1.4 Holiday Pay:** A regular full-time employee does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

**8.1.5 Assigned to Work on a Holiday:** A regular full-time employee who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay, plus "holiday pay".

**8.1.6 Holiday Pay Requirements:** An employee must work the employee's *scheduled* workday before and the employee's *scheduled* workday after a designated holiday in order to receive holiday pay. For example, if the designated holiday is a Monday and the employee is scheduled to work the previous Friday and the following Tuesday, the employee must actually work that Friday and Tuesday to receive holiday pay for the Monday. This requirement will be waived if the employee presents valid medical verification that the employee was not able to report to work to perform the employee's duties due to an illness or injury.

## 8.2 Vacation Leave

**8.2.1 Allowance (Accrual System):** A regular full-time employee will be credited with paid vacation time on a monthly basis starting from the date of hire in accordance with the following schedule.

|  | CREDITS PER MONTH                      |
|--|--|
| Upon hire                                      | 6.67 hours<br>(equals 80 hours/year)   |
| Upon start of 10 <sup>th</sup> year of service | 10.00 hours<br>(equals 120 hours/year) |
| Upon start of 12 <sup>th</sup> year of service | 10.83 hours<br>(equals 130 hours/year) |
| Upon start of 13 <sup>th</sup> year of service | 11.67 hours<br>(equals 140 hours/year) |
| Upon start of 14 <sup>th</sup> year of service | 12.50 hours<br>(equals 150 hours/year) |
| Upon start of 15 <sup>th</sup> year of service | 13.33 hours<br>(equals 160 hours/year) |

For example, an employee who has completed nine years of continuous service on February 26<sup>th</sup> will see an increase in the number of hours credited from 6.67 hours per month to 10 hours per month on March 1<sup>st</sup>; similarly, an employee who has completed fourteen years of continuous service on September 5<sup>th</sup> will see an increase from 12.5 hours per month to 13.33 hours per month on October 1<sup>st</sup>.

**8.2.2 New Employees:** A newly hired employee may not use accumulated vacation leave credits until completion of six months of continuous employment.

**8.2.3 Accrual During Leaves of Absence:** An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

**8.2.4 Accumulation:** An employee may accumulate vacation leave credits to a maximum of one-hundred and sixty hours. Any vacation credits in excess of one-hundred and sixty hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

**8.2.5 Scheduling:** An employee must receive prior approval from the employee's Superintendent of Highways to take vacation leave. The request must be submitted, in writing, to the employee's Superintendent of Highways as far in advance as possible. The Superintendent of Highways will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than four hours. An employee may take vacation leave only after it has been credited.

**8.2.6 Termination of Employment:** An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action for theft, fraud, or violence, the employee will not receive a settlement for unused vacation leave. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

## **8.3 Sick Leave**

**8.3.1 Allowance (Monthly Accrual):** In addition to the disability insurance provided through the New York State Teamsters Council Health and Hospital Fund, a regular full-time employee will be credited with five hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned.

**8.3.2 New Employees:** A newly hired employee will not be credited with sick leave credits prior to completing six months of continuous employment, at which time a regular full-time employee will be credited with forty-eight hours of paid sick leave.

**8.3.3 Accrual during Leaves of Absence:** An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month, including an unpaid leave of absence due to a Workers' Compensation claim.

**8.3.4 Accumulation:** An employee may accumulate sick leave credits to a maximum of fourteen-hundred and forty hours. Any sick leave credits in excess of fourteen-hundred and forty hours will be canceled.

**8.3.5 Use of Sick Leave:** Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than one hour. An employee may take paid sick leave only after it has been credited.

**8.3.6 Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, or child, including step-child and foster child.

**8.3.7 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must, when possible, notify the Superintendent of Highways at least thirty minutes before the employee's scheduled reporting time. The notification must, when possible, be made personally to the Superintendent of Highways, unless the Superintendent of Highways authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures will render the employee ineligible to use sick leave credits for the absence.

**8.3.8 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

**8.3.9 Abuse of Sick Leave:** An employee who, after investigation, is found to have demonstrated a "pattern of sick leave abuse" or to have used an excessive amount of sick leave will be subject to appropriate disciplinary action.

**8.3.10 Use of Accumulated Sick Leave Credits:** An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers’ Compensation Benefits – Use of Sick Leave Credits).
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).

**8.3.11 Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment.

**8.3.12 Termination of Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

## **8.4 Personal Leave**

**8.4.1 Allowance (front-loaded):** A regular full-time employee will be credited with twenty hours of paid personal leave on January 1<sup>st</sup> of each year for use during the following twelve months.

**8.4.2 New Employees:** An employee who is hired after January 1<sup>st</sup> in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year.

**8.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

**8.4.4 Use of Personal Leave:** An employee may use personal leave credits to conduct personal business that cannot be conducted outside of normal working hours and for personal emergencies. Personal leave is not to be taken for recreational or vacation purposes.

**8.4.5 Scheduling:** An employee must receive prior approval from the Superintendent of Highways to take personal leave. The request must be submitted, in writing, to the Superintendent of Highways in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Superintendent of Highways will have total discretion in the approval of personal leave. Personal leave credits may not be used in increments of less than one hour. An employee may take personal leave only after it has been credited.

**8.4.6 Termination of Employment:** An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.



## 8.5 Bereavement Leave

**8.5.1 Immediate Family:** In the event of a death of a regular full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to three scheduled workdays between date of the death and the day after the burial. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)
- Sibling (including step)
- Grandparent

**8.5.2 Additional Bereavement Leave:** An employee may receive an unpaid leave of absence or use vacation leave credits and/or personal leave credits due to the death of an immediate family member. The request must be submitted, in writing, to the employee's Superintendent of Highways. The employee's Superintendent of Highways shall have total discretion in the approval of such additional bereavement leave.

## 8.6 Jury Duty

**8.6.1 Leave of Absence:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits.

**8.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Superintendent of Highways.

**8.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are four or more hours remaining in the employee's scheduled workday, the employee must report to work.

## 9 UNPAID LEAVE

### 9.1 Leaves of Absence without Pay

**9.1.1 General Terms:** Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been received from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

**9.1.2 Request for Unpaid Leave:** The employee must submit such request and the reasons for the leave, in writing, to the Town Board prior to commencement of the requested leave. The Town Board has sole discretion in approving such leave.

**9.1.3 Conditions of Leave:** The Town Board will specify the duration of an unpaid leave of absence and to impose such other terms, conditions and restrictions on the employee as the Town Board deems appropriate.

**9.1.4 Continuation of Benefits:** An employee on an approved unpaid leave of absence may continue to be eligible for medical insurance coverage in accordance with COBRA. Disability benefits and accruals for leave benefits shall be suspended.

**9.1.5 Return to Work:** An employee who fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization shall be conclusively presumed to have voluntarily resigned from employment.

**9.1.6 Change in Status:** If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

## **10 INSURANCE**

### **10.1 Health & Welfare Fund**

**10.1.1 Insurance Plan:** The Union will make available the New York State Teamsters Council Health and Hospital Fund Select Plan for regular full-time employees in accordance with the fund participation agreement. The effective date of coverage will begin in accordance with the rules and procedures established by the plan. The plan will include the Vision rider, Option 1 dental rider, and Option 1 disability insurance. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or other expense not covered or reimbursed by the plan.

**10.1.2 Premiums (2009):** Effective January 1, 2009, the Employer will pay ninety-five percent of the monthly premium and each employee will pay five percent, which will be deducted from the employee's regular paycheck.

**Premiums (2010):** Effective January 1, 2010, the Employer will pay ninety-two and one-half percent of the monthly premium and each employee will pay seven and one-half percent, which will be deducted from the employee's regular paycheck.

**Premiums (2011):** Effective January 1, 2011, the Employer will pay ninety percent of the monthly premium and each employee will pay ten percent, which will be deducted from the employee's regular paycheck.

### **10.2 Workers' Compensation Insurance**

**10.2.1 Coverage:** In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

**10.2.2 Plan:** The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

**10.2.3 Reporting of Injury:** To ensure prompt coverage of the claim, the employee should submit a report of the injury or illness to the Superintendent of Highways, on the proper form, within twenty-four hours of the occurrence.

**10.2.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

**10.2.5 Continuation of Medical Insurance:** An employee should refer to the New York State Teamsters Council Health and Hospital Fund documents as it pertains to the continuation of medical insurance benefits while an employee is receiving benefits for an on-the-job disability.

## 10.3 Short-Term Disability Insurance

**10.3.1 Coverage:** Short-term disability insurance will be made available for non-job-related injuries or illnesses through the New York State Teamsters Council Health and Hospital Fund. The fund makes the determination of whether an employee is eligible for short-term disability benefits.

**10.3.2 Premium Payment:** Refer to 10.1.2, above.

**10.3.3 Reporting of Injury:** An employee must contact the Plan Administrator as soon as possible to ensure prompt coverage of the claim.

**10.3.4 Use of Sick Leave Credits:** An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the New York State Teamsters Council Health and Hospital Fund makes payment, the Town will be reimbursed for that portion of sick leave covered by the Fund and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement short-term disability.

**10.3.5 Continuation of Medical Insurance:** An employee should refer to the Health and Hospital Fund documents as it pertains to the continuation of medical insurance benefits while an employee is receiving benefits for a non-occupational disability.

## 11 Transitional Duty

### 11.1 Transitional Duty Program

**11.1.1 Preamble:** The purpose of this Transitional Duty Program is to allow an employee who is temporarily partially disabled to return to work in an assignment that meets both the needs of the Town and the medical limitations of the employee. In the event an employee is unable to perform the full duties and responsibilities of the employee's regular position as set forth in the job description established by the Town, the Superintendent of Highways may, on a case-by-case basis, require such employee to return to work in a Transitional Duty assignment. The exercise of this Transitional Duty Program shall not establish any precedent or commitment to provide Transitional Duty assignments to any other employee at any time in the future.

**11.1.2 Eligibility:** The employee must be classified as partially disabled at fifty percent or less by the insurance carrier **and** the employee must have a prognosis of full recovery within six months. For the purpose of this program, full recovery is defined as the ability to perform the full duties of the job the employee held when injured. These medical findings may occur as a result of an examination by a State Insurance Fund consulting physician or by a medical examination ordered by the Town. The Town shall determine what documentation will be acceptable for establishing the employee's eligibility and determining the employee's physical limitations. An employee who refuses to submit to a medical examination ordered by the Town will be subject to appropriate disciplinary action.

In the event there is a dispute between the physician designated by the Town and the employee's physician as to the employee's ability to perform the transitional duty assignment, the matter will be submitted to a third physician mutually agreed to by the Union and the Town.

**11.1.3 Transitional Duty Assignment:** The assignment may not necessarily correspond with the employee's regular job duties. The assignment may involve performing some duties of the employee's regular position, some duties of another position, or a combination of tasks from several positions. The assignment may be at a different work location and/or have a different schedule than the employee's regular position.

**11.1.4 Wages and Benefits:** While performing a Transitional Duty assignment, the employee shall receive the employee's regular hourly rate of pay and receive those benefits provided to regular full-time employees set forth in this collective bargaining agreement.

**11.1.5 Duration of Assignment:** A Transitional Duty assignment shall not exceed six months or the date of full recovery, whichever comes first. The Town may require a medical examination ordered by the Town as a condition of allowing the employee to return to full duties.

**11.1.6 Refusal of Assignment:** In the event the employee refuses a Transitional Duty assignment, the matter will be referred to the Workers' Compensation insurance carrier or NYS Disability insurance carrier, as the case may be, for a benefit determination and may be subject to appropriate disciplinary action.

## **12 GENERAL PROVISIONS**

### **12.1 Driver's License**

**12.1.1 Requirement to Possess a Driver's License:** An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment. An employee who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

**12.1.2 Requirement to Possess a Commercial Driver's License:** An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment. An employee who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the Superintendent of Highways in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the Superintendent of Highways within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

## 13 DUE PROCESS PROCEDURES

### 13.1 Grievance Procedure

**13.1.1 Definition:** For the purposes of this collective bargaining agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this collective bargaining agreement.

**13.1.2 Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times and dates.

The grievance must be submitted, in writing, to the Superintendent of Highways within thirty calendar days from knowledge of the occurrence, or when the Union should have had knowledge.

Within seven calendar days after receiving the grievance, the Superintendent of Highways shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Superintendent of Highways shall issue a written response to the grievance, which shall be given to the Shop Steward, Teamsters Business Agent, and the employee(s).

**13.1.3 Step Two - Appeal:** If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fourteen calendar days from receiving the Step One response, or when the Step One response should have been received.

Within seven calendar days after receiving the appeal, the Town Board will meet with the aggrieved employee(s) and the designated representative of the Union. Within seven calendar days after the meeting, the Town Board will issue a written response to the grievance, which shall be given to the Business Agent of Teamsters Local 118.

**13.1.4 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

The Town and the Union shall share the fees of the arbitrator equally.

**13.1.5 Time Limits:** The Union must adhere to the time limits set forth in this grievance procedure. In the event the Union does not advance the grievance to the next step within the established time limit, the grievance will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated, and signed by the Union and the official who is to receive the grievance.

## **13.2 Disciplinary Procedure**

**13.2.1 Discipline for Just Cause:** The Town shall not subject an employee who has completed the probationary period, as defined in 4.1 above, to any disciplinary action or penalty except for just cause.

Causes for immediate discharge of an employee shall include, but not be limited to the following:

Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;

Possession of weapons, including but not limited to firearms and explosives, on Town property or in Town vehicles;

Possession or use of alcohol or controlled substances on Town property or in Town vehicles;

Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or taxpayer;

Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or taxpayer;

Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;

Preparation or manipulation of another employee's time record;

Acts of sabotage, including the work of another employee;

Gross insubordination or willful refusal to comply with the lawful order or instruction of the Superintendent of Highways; or

Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

**13.2.2 Notice of Discipline:** The Town shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the proposed penalty. Simultaneously, a copy of the notice shall be sent to the Shop Steward and to the Business Agent of Teamsters Local 118.

**13.2.3 Disciplinary Hearing:** If the Union disagrees with the disciplinary action, the Union may appeal the matter, in writing, to the Town Supervisor. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline.

Within seven calendar days after receiving the appeal, the Town Supervisor shall meet with the disciplined employee and the designated representative of the Union. Within seven calendar days after said meeting, the Town Supervisor shall issue a written response which shall be given to the Business Agent of Teamsters Local 118.

**13.2.4 Appeal of Disciplinary Action:** If the Union is not satisfied with the response of the Town Supervisor, the Union may submit the matter to arbitration by filing a demand for arbitration with the Federal Mediation and Conciliation Services in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days of receiving the response from the Town Supervisor or when the response should have been received.

The fees of the arbitrator shall be shared equally by the Town and the Union. The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator which shall conform to applicable law.

All decisions rendered by the arbitrator shall be advisory and shall not be binding upon the Town.

**13.2.5 Civil Service Rights:** The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

## **14 APPLICATION OF AGREEMENT**

### **14.1 Duration of Agreement**

**14.1.1** This collective bargaining agreement shall be effective from January 1, 2009 through December 31, 2011, unless otherwise agreed to by the parties.

### **14.2 Complete Agreement**

**14.2.1** This collective bargaining agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this collective bargaining agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

### **14.3 Savings Clause**

**14.3.1** Should any of the provisions, portions or applications of this collective bargaining agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

**14.3.2** Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

### **14.4 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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



## **14.5 Execution of Agreement**

**IN WITNESS WHEREOF**, the parties have caused this collective bargaining agreement to be signed by their respective representatives on July 14, 2009.

**TOWN OF SAVANNAH**

**TEAMSTERS LOCAL 118**

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**Kenneth Lauderdale**  
**Town Supervisor**

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**Paul A. Markwitz**  
**Business Agent**

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**John T. Metcalf**  
**Town Board**

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**Michael A. Richardson**  
**Labor Relations Consultant**