



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](mailto:ilrref@cornell.edu)

#### **Contract Database Metadata Elements**

Title: **Broadalbin, Town of and International Brotherhood of Teamsters (IBT), Local 294 (2009)**

Employer Name: **Broadalbin, Town of**

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

Local: **294**

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

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

PERB ID Number: **8049**

Unit Size: **4**

Number of Pages: **7**

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 | 8049

1 AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL 294, AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET  
ALBANY, NEW YORK

AND



THE TOWN OF BROADALBIN

1/1/09 - 12/31/11

**RECEIVED**

JAN 13 2009

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

Agreement entered into the 29 day of December, 08, by and between the TOWN OF BROADALBIN, county of Fulton, New York (hereinafter referred to as the "Town" and Local 294, International Brotherhood of Teamsters, Albany, New York (hereinafter referred to as the "Union").

#### ARTICLE 1.

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department classified as drivers, equipment operators, laborers and mechanics.

#### ARTICLE 2.

This contract shall be for the period commencing January 1st, 2009 through December 31, 2011.

#### ARTICLE 3. WAGES

January 1, 2009 regular employees shall receive \$18.70 per hour.

January 1, 2010 regular employees shall receive \$19.50 per hour.

January 1, 2011 regular employees shall receive \$20.40 per hour.

Any employee holding a Class A license will receive an additional \$.25 (twenty five cents) per hour

An additional wage of \$5.00 per hour above the existing rate will be paid for all hours worked while performing heavy mechanical work.

The Town will be allowed to utilize qualified CDL drivers to replace Highway Department drivers, if the Highway Department drivers are out of work or not available for work, for emergency situations only.

Part-time employees will not work more than twenty (20) hours in any one (1) week, except in snow emergency. Part-time employees will receive \$2.80 per hour less than regular full-time employees.

Longevity Increases - A fifteen cent (\$.15) per hour additional wage increase for each five (5) years on the job. (E.g. - five (5) years = \$.15 (fifteen cents) on top of the wage, ten (10) years = \$.30 (thirty cents) on top of the wage rate. There will be an additional lump sum payment of \$104.00 annually in the month of July under the 5 year category and \$208.00 under the 10 year category.

#### ARTICLE 4. AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a

member or who become a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union, or if any employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a bargaining unit union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered by the Union as the exclusive collective bargaining representative.

If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE 5. PRESENT RETIREMENT

The Town will continue it's current Pension Program under the New York State Retirement System. The Town will provide 50% of the cost for Single or Two Person Health Coverage during retirement, provided the employee has a minimum of 20 years employment with the Town. After 25 years of employment the Town will pay 75% of the cost for Single or Two Person Coverage. In all cases the retiree must qualify and be receiving a pension from the New York State Pension System. This coverage will only be in effect until the retiree becomes Medicare eligible, ~~in the case of Single person Coverage and will stay in effect for Two Person Coverage for the retiree or their dependent until each one becomes eligible. (as soon as either person becomes eligible for Medicare under the Two Person Coverage, their coverage will stop and they will go on Medicare if they are not the same age)~~ L.A.H.

ARTICLE 6. HEALTH & WELFARE

A. The Town will provide health insurance coverage to each full-time Highway Department employee, with a relatively equal level of benefits and coverage as was provided for in the previous contract. The cost of Health Care will be 10% paid by the employee and 90% paid by the employer for both Single and Two Person Coverage. Family Coverage will be 85% paid by the employer and 15% paid by the employee. The payments made by the employee will be taken as a payroll deduction pre tax.

C. The Town will participate in the NYS Teamsters Council Health and Hospital Fund, Supreme Plane. Coverage will consist of medical, prescription, dental and vision, at the rates listed below, per month:

	<u>Single Person</u>	<u>Two Person</u>	<u>Family</u>
January 1, 2009	\$519.13	\$1037.40	\$1426.53
January 1, 2010	\$592.37	\$1183.87	\$1628.03

January 1, 2011      \$652.17                                      \$1303.03                                      \$1791.83

D. Employees with Insurance coverage through their spouse will be allowed a one time opt-out. An employee electing an opt-out will receive a \$2,500.00 annual payment at the end of each year.

**ARTICLE 7. GRIEVANCE PROCEDURE**

In the event of a disagreement between the parties involving the interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. The Town Highway Superintendent will discuss the matter with a representative of the Union within three (3) working days of notice of said disagreement.
2. A meeting will be held with the Town Supervisor or representative within seven (7) days unless mutually agreed in writing.
3. If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of their intention to do so, which notice shall be served within ten (10) calendar days from the date of impasse, unless mutually agreed by the parties in writing. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board, or Mediation Arbitration (MED ARB) under PERB.

**ARTICLE 8.**

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit to assist or participate in any such strike or to impose an obligation upon its member to conduct, assist or participate in such strike.

**ARTICLE 9.**

The parties agree hereto that all benefits and privileges and conditions enjoyed by the employees in the past shall continue to remain in effect in addition to all the benefits and conditions set forth in the Agreement herein, duties as set forth by the Town in the past shall be adhered to.

**ARTICLE 10. SENIORITY**

Employees shall gain seniority on the 60th day of employment. Lay-off and rehire shall be in seniority order. Oldest employee laid-off last and recalled first. Seniority to be held for twelve months on lay-off. Overtime and emergency work shall be on a seniority basis. Full-time employees shall have preference on emergency and overtime work.

**ARTICLE 11. WORKDAY-WORKWEEK-OVERTIME**

Workday: 6:00 A.M. to 2:30 P.M. or 7:00 A.M. to 3:30 P.M., April through September and 7:00 A.M. to 3:30 P.M., October through March at the discretion of the Highway Superintendent. Employees shall be paid at the rate of time and one half after eight (8) hours or before and after regular scheduled hours. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks per day, one in the morning and one in the afternoon. Employees shall be entitled to a one half hour lunch between the fourth and fifth hour. There will be a minimum call in time that will guarantee the employees three (3) hours on a minimum call in at one and one half time the hourly rate. Sunday work to be paid at time and one half.

No bargaining unit employees will be asked or required to plow or sand with any vehicle with the wing plow unless two (2) men are assigned to that truck. It is not a one man truck unless the wing has been removed.

**ARTICLE 12. HOLIDAYS**

The following days shall be designated as Holidays covered by this Agreement:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
Labor Day	Martin Luther King Day

The above listed holidays are paid holidays. Any employee required to work on said holiday, will, in addition to one days holiday pay, be paid at the rate of time and one half for all hours worked on said holiday, with the exception of Christmas, Thanksgiving and New Year's, these holidays will be paid in addition to the one day's holiday pay at the rate of double time for all hours worked. In addition to above listed holidays, the employee shall be granted five (5) personal days per year.

Employees called to work on a holiday shall be guaranteed four (4) hours pay.

**ARTICLE 13. VACATIONS**

Employees shall receive one (1) week vacation after one (1) year of service, two (2) weeks vacation after two (2) years of service, and three (3) weeks vacation after ten (10) years of service, and four (4) weeks vacation after fifteen(15) years of service, and five (5) weeks vacation after twenty (20) years.

**ARTICLE 14. SICK LEAVE - COMPASSIONATE LEAVE**

A) Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month, 18 days per year to a maximum cumulative total of 90 days to be paid in accordance with New York State Law.

Upon retirement the Town will pay the retiring employee for all unused sick leave, up to the ninety (90) days.

B) In the event of a death in an employee's immediate family, mother, father, step-mother, step-father, spouse, child, brother and sister, an employee shall be entitled to three (3) days paid compassionate leave. An employee shall be entitled to one (1) day paid compassionate leave in the event of a death of an employee's mother-in-law or father-in-law.

#### ARTICLE 15. STEWARDS

(A) There shall be one (1) steward only in the department.

(B) The steward, during his working hours without loss of time or pay, may investigate and present grievances to the Town.

© Seniority of Stewards: Notwithstanding their positions on the seniority list, stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in their department which they can perform, and shall be recalled to work in the event of a lay-off on the first open job in their department which they can perform.

#### ARTICLE 16. UNIFORM SERVICE

Effective January 1st, 2000 the Town will provide uniforms for each employee and the Town will provide for upkeep and maintenance service.

#### ARTICLE 17. DRINKING WATER

The Town shall provide suitable drinking water for the employees at the garage.

#### ARTICLE 18. SAFETY

The Union and Town both realize the importance of job safety. The Town shall provide proper ventilation and other precautionary measures when requiring employees to spray paint or sandblast. It is agreed between the parties that sandblasting is a two (2) man job.

#### ARTICLE 19. BARGAINING UNIT WORK

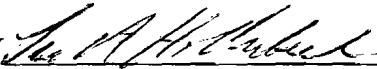
The Town shall make every effort to ensure all bargaining unit work is performed by bargaining unit employees. Management shall not perform bargaining unit work with the exception of emergency work, not to exceed 30 minutes in duration, until after all regular employees are working. The Superintendent can work as a supplement, however, he shall not replace a unit employee.

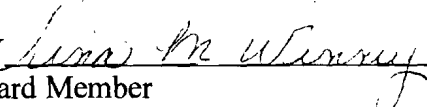
ARTICLE 20. JURY DUTY

If an employee is called for jury duty, the employee is to receive his/her regular pay. If dismissed from jury duty at 10 A.M., or earlier, he/she will return to work.

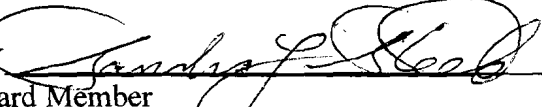
FOR THE TOWN:

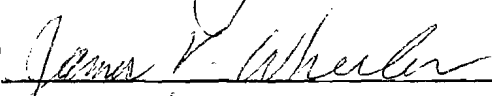
TOWN OF BROADALBIN

BY   
Supervisor

BY   
Board Member

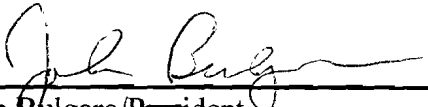
BY   
Board Member

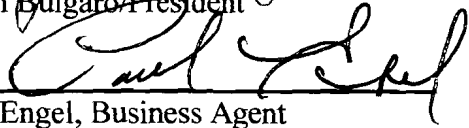
BY   
Board Member

BY   
Board member

FOR THE UNION:

TEAMSTERS LOCAL 294, AFFILIATED  
WITH INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BY   
John Bulgaro/President

BY   
Paul Engel, Business Agent