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

Title: **White Creek, Town of and Town of White Creek Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2012)**

Employer Name: **White Creek, Town of**

Union: **Town of White Creek Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/12**

Expiration Date: **12/31/14**

PERB ID Number: **8011**

Unit Size: **4**

Number of Pages: **15**

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TOWN OF WHITE CREEK  
WHITE CREEK, NEW YORK

AND



TEAMSTERS LOCAL 294

ALBANY, NEW YORK

1/1/12 - 12/31/14

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

AUG 01 2011

**ADMINISTRATION**

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## ARTICLE I. CONDITION AND SCOPE OF AGREEMENT

A. The Town of White Creek Highway Department, hereinafter known as the EMPLOYER, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship with the White Creek Highway Department Employees, with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

B. To assure equitable treatment of its employees herein, pursuant to the Laws of the State of New York, and the rules, regulations, and policies of the Employer, which laws, rules, and regulation and policies shall be construed for the accomplishment of this purpose,

C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York as the sole exclusive bargaining representative of all employees of the Employer heretofore referred to an known as motor equipment operators and excluding all others, with regard to rates of pay, wages, hours, and working conditions of employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

D. Provided, however, that nothing herein shall be construed to prevent any employees from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is notified of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of individual employees.
4. Any changes or modifications in the terms or conditions of employment of said employees are made only through negotiations with the approval of the Union.

E. This Agreement entered into this 25<sup>th</sup> day of July between the Town of White Creek Highway Department, White Creek, New York, hereinafter referred to as the Employer, and Local 294, affiliated with International Brotherhood of Teamsters of America, hereinafter referred to as the Union, shall be in effect from January 1, 2012 to December 31, 2014.

## ARTICLE II. UNION SECURITY

A. Hiring additional personnel. When new employees are to be hired, the Local Union as well as other sources will be afforded the opportunity to send applicants for the jobs.

B. Check-off for dues. The Employer agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit the same to said Union at the end of each month for which deductions are made. Written authorization by the employees is to be furnished in a form approved by the Employer.

C. Maximum Union Security. In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties agree to negotiate concerning amendments to this agreement in accordance with said changes.

D. Stewards. The Employer recognizes the right of the Union to designate one steward from the Employer's seniority list. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a) has been reduced to writing, or
  - b) if not reduced to writing, are of a routine nature, and do not involve a refusal to perform work assignments.
3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the Civil Service Commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.
4. No steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job.
5. The Job Steward designated by the Union as such shall be given paid time for time for Arbitration and processing employee's grievances.
6. The Union shall notify the Employer in writing of the employee designated by the Union as Steward and alternate Steward.

ARTICLE III. GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS.

A. Seniority. Seniority shall prevail in that the Employer recognizes the general principle that the senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts, and to work at the job for which the pay is the highest, provided that such employees are qualified for such work.

Employees shall be placed on the seniority list after thirty (30) days of employment as of the first day of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

B. Loss of Seniority. Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit.

C. Layoff and Recall. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

In the event of a recall, the laid off employee shall be given notice of recall by telegram, or registered or certified mail, sent to the address last given to the Employer by the employee. Within three (3) calendar days after the tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) days after date of tender of delivery of recall notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered a voluntary quit.

Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

D. Maintenance of Standards. The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of employment, overtime differentials and general working conditions shall be maintained at not less than those standards set forth in this Agreement or any prior benefit. And the conditions of employment shall be improved wherever specific for improvement are made elsewhere in this Agreement. No firearms allowed on the Town's premises at any time.

#### ARTICLE IV.

Prohibition of Strikes. Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

#### ARTICLE V.

Resolution of Deadlocks in Collective Bargaining. The parties agree to conduct meetings for the

purpose of collective bargaining during the period of 120 days prior to the budget submission date for the purpose of attempting to mutually agree upon amendments to this agreement.

#### ARTICLE VI.

Grievance Procedure. Grievance procedure shall be in accordance with the policy agreed upon between the Employer and the Union, a copy of which is attached hereto, and made a part hereof, as Schedule "A".

#### ARTICLE VII.

Separation from Employment. Upon discharge, the Employer shall pay all money due the employee. Upon quitting, the Employer shall pay all money due to the employee on the pay day next following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.

Upon separation from employment, the employee shall return to the Highway Superintendent all Department property in his possession or assigned him in substantially the same condition as when received, reasonable wear and tear excepted, or pay the fair and reasonable value thereof before the last payday.

#### ARTICLE VIII. EQUIPMENT

A. Defective Equipment. The Employer shall not require any employee nor shall any employee take out on the streets or highways any vehicle which is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment.

B. Reports. Employees shall immediately, or at the end of their shifts, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

C. Vehicle and Traffic Law Violations. Employer agrees to reimburse employee for payment of fines levied against employee as a result of defective equipment in or on an Employer's vehicle prior

to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeurs Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

#### ARTICLE IX. UNIFORMS

Town of White Creek will pay full cost to provide uniforms, which shall include shirts, pants and jackets. An adequate number of boots and foul weather gear will be maintained by the Employer for the use of employees in emergency situations.

#### ARTICLE X. PAY PERIOD

All employees covered hereunder shall be paid in full bi-weekly. When the regular pay day fall on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

All Employees shall receive their payroll checks or any other compensation on Thursday of each week.

#### ARTICLE XI. JOB DUTIES AND CLASSIFICATIONS

A. The classifications are established:

1. Motor Equipment Operators
2. Working Foreman
3. Laborer

B. An employee in one job classification may be used in another job classification only if no work opportunities are lost by men normally performing work in that job classification.

C. An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing any assigned duties, provided such

damage does not result from a willful destructive act. An employee, when his own carelessness willfully causes damage to vehicle assigned to him, shall be suspended up to five (5) days without

pay, depending upon the severity of said damage. This section shall be subject to the grievance procedure as provided herein.

D. No employee will be paid at a rate lower than his primary classification. When an employee is assigned work in a higher classification he will be paid the higher classification rate.

E. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles, however, in no event shall said employees be held responsible for the workman like quality of said maintenance functions beyond the normal routine maintenance required by operators.

F. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his rate of pay immediately prior to this agreement plus any increases provided for herein.

G. It is agreed that part time employees hired solely for emergency situations shall be classified as Laborers, but are not members of the bargaining unit to any of the terms and conditions of this Agreement.

## ARTICLE XII. VACATIONS

A. Employees shall be granted paid vacation according to the following schedule:

- After one (1) year of employment, one (1) week vacation.
- After two (2) years of employment, two (2) weeks vacation.
- After ten (7) years employment, three (3) weeks vacation.
- After ten (10) years of employment, four (4) weeks vacation.
- After fifteen (15) years of employment, five (5) weeks vacation

Not more than one (1) person may be on vacation at the same time.

B. Employees who are separated from service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave.

C. Anything in this Agreement to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least one calendar year from the anniversary date of employment.

D. For purposes of calculating vacation time allowed under sub-paragraph A of this section, and

calculating wages under schedule "B", only continuous consecutive employment will apply. No employee shall be granted service credit for years of service prior to the current period of

employment. Employees who leave their employment with the Town and at a later time return to work with the Town will begin a new period of employment for purposes of determining vacation time and wages. For Peter Niles and Ernest Niles any past service break shall not apply in this paragraph and they shall be granted from the original date of employment.

#### ARTICLE XIII. HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

New Years Day	Labor Day	One (1) floating holiday
Presidents Day	Veteran's Day	Employee's Birthday
Good Friday	Thanksgiving Day	
Memorial Day	Friday after Thanksgiving	
Independence Day	Christmas Day	

#### ARTICLE XIV. SICK LEAVE

All employees covered hereunder shall be entitled to six (6) sick days per calendar year. Members may accumulate or bank sick days to a maximum up to six (6) days, to be rolled over to the next succeeding year, for absences incurred on account of illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of illness.

The employee or a member of his family shall notify the Highway Superintendent at least one (1) hour prior to starting time. Also, no employee shall be paid for an authorized holiday if he takes a sick day before or the day after said holiday.

A Doctor's certificate will be required when an employee takes two (2) consecutive Mondays or two (2) consecutive Fridays of paid sick leave within a thirty (30) day calendar period. A Doctor's excuse will be necessary when three (3) or more consecutive sick days are used.

#### ARTICLE XV. PERSONAL LEAVE

All employees covered hereby shall be entitled to three (3) days personal leave with pay to be granted upon request to the Highway Superintendent. Each employee will endeavor to make such request upon reasonable notice, and in any case at least twenty-four (24) hours in advance. Such personal leave is not to be deducted from sick leave or vacation pay.

An employee who desires to take a personal day the day before or the day after a vacation day or holiday, must receive approval prior to taking such personal day, or the employee will forfeit the paid vacation day or paid holiday, except in the case of an emergency situation where it is not possible for the employee to receive permission on time. The employee taking said personal day has the burden of providing proof to the Highway Superintendent, or forfeit said pay for the paid vacation day or holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation day or a holiday in order to extend the period of time away from the job.

#### ARTICLE XVI. BREAKS

A. Whenever possible, coffee breaks shall be:

Fifteen (15) minutes in the morning, and  
Fifteen (15) minutes in the afternoon.

#### ARTICLE XVII. PENSION PLAN

The Employer agrees to contribute to the New York State Pension Plan on each eligible employee.

#### ARTICLE XVIII. INSURANCE

A. The Employer agrees to provide health insurance coverage for the employees and their dependents under the New York State Teamsters Council Health & Hospital Fund, Supreme Plan. Coverage will consist of medical, prescription, dental and vision, and shall pay 100% of the premiums for the employees and their dependents.

B. The Employer agrees to continue to provide voluntary disability coverage for each employee, and to pay 100% of the premium for this coverage. The employees must report all disabilities as required by law.

C. At the discretion of the employee, the Town will provide an opt-out provision for Health Insurance coverage in the amount of \$1500.00 per year. If the employee wishes to opt-out he/she must provide proof of suitable coverage elsewhere. If an employee opts-out and subsequently loses coverage, they will be able to opt back into the Town's plan at the time, and the \$1500.00 will be pro-rated. Opt-out monies to be paid out with the first pay period each December.

D. New Hire - Employees hired after January 1, 2003 will pay 20% of the premium for single persons coverage, 10% of the cost for two (2) person coverage and family coverage for a period of seven (7) years. After that time the Town will pay the full cost of their insurance.

## ARTICLE XIX. WORK DAY AND WORK WEEK

The work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

The work day shall be eight (8) working hours, with a one-half hour unpaid lunch break, Monday through Friday and the starting time shall be 7:00 A.M. except for four ten-hour work week during the construction season, for crews as selected in construction, paving and bridge work. Effective January 1, 1991 the Town Board may schedule a four ten-hour day work week, Monday through Thursday, during the middle of May, June, July, August September and October, it being understood that the employees must be given at least one (1) week's notice of change in the work week schedule.

Employees shall receive overtime pay at the rate of one and one-half times the regular pay for all hours worked in excess of forty (40) hours in a single work week (i.e. 12:01 A.M. Monday through Midnight Sunday).

## ARTICLE XX. WAGES

Effective as of January 1, 1996, the wage rates in all classifications shall be shown on attached Schedule "B".

A. All employees shall work a minimum of forty (40) hours per week, and in the event the Employer is unable to provide work for at least forty (40) hours in any given week, the employee shall be paid his usual and regular amount of pay for working a forty (40) hour week.

B. During construction season (May 1 - November 1) if an employee is called to a different work-site and is forced to use his own car, mileage shall be paid the Town Policy Rate per mile less the normal distance from his home to his normal work-site. If the employee is directed to report to his normal work-site, and then goes to a new site, he will be paid his hourly rate. If during the life of the contract, the Town authorizes mileage allowance increases for other employees, it will be extended to members covered by this Agreement.

C. Compensatory time - In lieu of overtime pay, the employee may choose to receive compensatory time off and accumulate up to sixty four (64) hours maximum. One hour of overtime equals one and one-half (1 ½) hours of comp. Time. Time off must be taken by mutual agreement of the employee and the Superintendent.

## ARTICLE XXI. BEREAVEMENT LEAVE

All employees shall be entitled to absence from employment with pay, for death in the family as

shown below:

Spouse, Child or Parent of the employee - three (3) days paid absence. Brother, sister of the employee - two (2) days paid absence. Mother-in-law, father-in-law, sister-in-law, brother-in-law, step brother or step sister of the employee - one (1) day of paid absence.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

#### ARTICLE XXII. JURY DUTY

Employees required to report for Jury Duty shall be paid their regular wage for each day attended for Jury Duty, less the amount paid by the Courts for the employees attendance for Jury Duty.

#### ARTICLE XXIII. EXTENSION OF BENEFITS

It is understood and agreed that any benefits provided for the employees hereunder by the Town of White Creek Highway Department currently in effect and as revised from time to time which are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all employees covered by this Agreement.

#### ARTICLE XXIV. DURATION CLAUSE

This Agreement shall be in force and effect from January 1, 2012 to December 31, 2014 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof, or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

#### ARTICLE XXV.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY THE AMENDMENT OF LAW OR BY THE PROVIDING OF ADDITIONAL FUNDS HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAD GIVEN APPROVAL.

#### ARTICLE XXVI. DEFINITIONS

With reference to Articles XII, XIII, XIV and XV the term "day" shall be defined as eight hours of regular employment. During the construction season when the Town of White Creek Highway Department is working four ten hour days per week, employees who elect to take a vacation day, sick day, personal day shall be charged with one and one-quarter days of time used.

## Schedule "A"

### GRIEVANCE PROCEDURE

#### BASIC PRINCIPLES:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules nor establishing new ones.

#### PROCEDURES

An employee of the Town of White Creek Highway Department who has a grievance shall follow the procedure as outlined below:

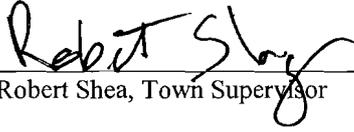
STEP 1. Informal Stage: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and job steward within a period of two (2) days.

STEP 2. If the aggrieved employee objects to the decision rendered by the Highway Superintendent, he may, within three (3) days, appeal the grievance to the Town Supervisor for a review of the entire proceeding to date. Such request shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee. Said Town Supervisor may request written statements from all parties concerned in making the previous decisions. The Town Supervisor shall within ten (10) days of the receipt of the Notice of Appeal, meet with the aggrieved employee, the Union steward and the Union representative and any other person(s) whom he feels can aid him in rendering a decision concerning the aggrieved employee. A decision shall be rendered within five (5) days from the date of the hearing and shall be in writing with copies going to all parties involved in the grievance.

STEP 3. If the Union objects to the decision rendered by the Town Supervisor, it may within five (5) days from receipt of the decision, submit the grievance or grievances at issue to the Public Employee Relations Board pursuant to said Agency Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding on all parties. The cost of Arbitration will be divided equally between the Town and the Union.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY July 25th, 2011.

For the Town of White Creek

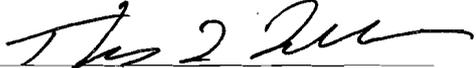


Robert Shea, Town Supervisor

For Teamsters local 294



John Bulgaro, President & D.E.O.



Thomas L. Quackenbush, Business Agent

Schedule "B"

WAGES

During the term of this Agreement regular wages shall be paid according to the following schedule:

<u>Classification</u>	<u>Yrs. of Service</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
M.E.O.	0-4	0% \$14.85	0% \$14.85	0% \$14.85
	0-9	\$15.16	\$15.16	\$15.16
	10 and over	\$15.50	\$15.50	\$15.50
Laborer or casual	all	\$ 9.61	\$ 9.61	\$9.61