

Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Herkimer, Town of and Town of Herkimer Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2015)**

Employer Name: **Herkimer, Town of**

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

Local: **294**

Effective Date: **01/01/2015**

Expiration Date: **12/31/2017**

PERB ID Number: **8870**

Unit Size: **7**

Number of Pages: **22**

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/>

Articles of Agreement

By and Between

Town of Herkimer

300 N. Prospect Street
Herkimer, NY 13350

And

Teamsters Local Union 294

890 Third Street
Albany N.Y. 12206

Effective: January 1, 2015

Expiration: December 31, 2017



7

TABLE OF CONTENTS

Preamble

Article 1 – Recognition	2
Article 2 – Management Rights	2
Article 3 – Union Security	3
Article 4 – Hours of Work	4
Article 5 – Reporting Time	6
Article 6 – Seniority	8
Article 7 – Work Force Changes	9
Article 8 – Holidays	9
Article 9 – Vacations	10
Article 10 – Paid Leaves	11
Article 11 – Sick Leave	12
Article 12 – Wages and Classifications	13
Article 13 – Health Insurance	14
Article 14 – Retirement Benefits	17
Article 15 – Settlement of Disputes	18
Article 16 – Discipline and Discharge	19
Article 17 – General Provisions	20
Article 18 – Strikes and Lockouts	20
Article 19 – Savings Clause	21
Article 20 – STATUTORY PROVISION	21
Article 21 – Termination and Modification	21
Signatory	21

This Agreement entered into by the Town of Herkimer, County of Herkimer New York (hereinafter referred to as the Employer) and Teamster Local 294 (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of difference; and the establishment of rates of pay, hours of work and other conditions of employment.

Article 1 Recognition

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to salaries/wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all employees of the Employer in the bargaining unit only in the Department of Highway of the Town of Herkimer, New York and pursuant to the provisions of the Public Employees Fair Employment Act, as amended, hereby grants the Union unchallenged representation status in the above described bargaining unit for the maximum period permitted by law and pursuant to the terms of the Contract.

Excluded: Highway Superintendent, Deputy Superintendent and elected officials, Foreman, Seasonal Employees, Clerical, Temporary Employees, and Town Office Employees.

Article 2 Management Rights

Section 1:

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, and discharge employees; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; subject to such other provisions as may be contained in this Agreement; to determine the schedule of its various departments, and to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercises of these rights as are expressly provided by this Agreement, or provided by law.

Section 2:

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights that belong to and are inherent to the Employer. Any and all the rights, powers and authority the Employer had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. This Agreement shall constitute the full and complete obligation of the Employer to the Union.

**Article 3
Union Security**

Section 1 – Check-Off of Union Dues

(a) The Town of Herkimer agrees that during the life of this Agreement, it will deduct Union membership dues and assessments, if any, from the wages of employees who are members of the Bargaining Unit and of the Union upon proper authorization for such deduction by each such Union member. The amount of the monthly dues and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union #294. The Town shall remit such deduction monies to the Union in the month in which the deduction is made.

(b) The Union shall indemnify and save the Town of Herkimer harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town of Herkimer in reliance upon check-off authorization cards signed by the individual employees and furnished to the Town for the purpose of complying with any of the provisions of this Article.

Section 2 – Agency Shop Fees

Any present or future employee who is not a Union member and who does not make application for membership, shall pay to the Union each month a service charge for representation of an amount equal to the regular monthly dues, for the duration of this Agreement.

Section 3 – Bulletin Boards

The Employer agrees to provide a 12” x 12” bulletin board space for the use of the Union to post notices and other Union information at Gros Blvd location.

Section 4 – Access to Premises

The Employer agrees to permit representatives of the International Union and Local #294 to enter the premises of the Employer for individual discussion of working conditions with employees, and to explain Local sponsored programs, provided such representatives do not unduly interfere with the performance of duties assigned to the employees and not during normal working hours. The Highway Superintendent shall be notified in writing with at least 48 hours notice prior to such visitation and will respond with written authorization to the Steward.

Section 5 – Notification of New Employees

The Employer agrees to reveal to the steward, on a semi-annual basis, a list of new employees hired, their job classification, and whether their employment is on a permanent, provisional, seasonal or temporary basis.

Article 4 Hours of Work

Section 1 – Regular Hours

The regular hours of work each day shall be consecutive. Reference to consecutive hours of work in the balance of this Article shall be construed to include lunch periods.

Section 2 – Summer Schedule

At the discretion of the Superintendent of Highways or his designee and will be posted with two weeks notice. Five (5) consecutive (8.5) hours (Monday to Friday) 7 a.m. to 3:30 p.m. or four (4) consecutive (10.5) hour days (Monday to Thursday) or (Tuesday to Friday) 6:30 a.m. to 5 p.m., all at the discretion of the Highway Department Superintendent. All shifts include a thirty (30) minute duty free lunch, wash time included and two (2) fifteen (15) minute, including wash up time, paid duty free breaks after the first two hours worked. Call back, shall be on a voluntary basis except during emergency situations as determined by the Superintendent of Highways or his designee.

Section 3 – Winter Work Schedule

At the discretion of the Highway Department Superintendent and will be posted with two weeks notice.

Shifts:	4:00 a.m.	to	12:30 p.m.
	4:30 a.m.	to	1:00 p.m.
	1:00 p.m.	to	9:30 p.m.
	7:00 a.m.	to	3:30 p.m.
	3:00 p.m.	to	11:30 p.m.
	10:30 p.m.	to	7:00 a.m.
	8:00 p.m.	to	4:30 a.m.
	11:00 p.m.	to	7:30 a.m.

Due to operational needs, shifts may be changed at the discretion of the Superintendent of Highways or his designee. All shifts include a thirty (30) minute duty free lunch on the job and two (2) fifteen (15) minute duty free breaks on the job as scheduled by the Superintendent of Highways.

Section 4 - Workweek: Monday – Friday

Section 5 – On Call Schedule

Winter weekend on-call will be from 3:00 a.m. Saturday to 3:00 a.m. Monday.

(a) Employees will be available during on-call hours unless excused by the Superintendent of Highways or his designee. Employees can be mandated to work during their on-call hours unless excused by the Superintendent of Highways.

7:00 a.m.	to	7:00 p.m.	(1) man total, (1) driver
3:00 a.m.	to	3:00 p.m.	(4) men total; (4) drivers
3:00 p.m.	to	3:00 a.m.	(4) men total; (4) drivers

(b) Employees subject to being called in to work during unscheduled hours shall receive two (2) payments totaling 2% of annual base salary for on-call hours. October through December will be paid in the pay period following December 31st. Salary for on call hours January through April will be paid in the first pay period in June. In addition, employees subject to recall during the snow months may request that they be excused from such recall potential for a specified period to attend to personal matters.

(c) If an Employee is sick, the Employee must notify the Superintendent of Highways at least one hour before the commencement of the Employee's shift.

Section 6 – Work Schedule Changes

With the exception of posting summer and winter schedules, employees shall receive a minimum of one (1) weeks notice prior to any change in regular work shift or on-call schedule unless in an emergency situation as determined by the Superintendent of Highway or his designee.

Section 7 – Lunch Periods and Meals

All employees covered by this Agreement shall have unpaid duty free lunch period of thirty (30) minutes on the job.

Article 5 Reporting Time

Section 1 – Call Time

(a) Any employee called for emergency duty outside of his regular scheduled shift shall be paid for a minimum of two (2) hours at the rate of one and one-half (1 ½) their hourly rate of pay.

(b) If the call time work assignment and the employee's regular shift overlap, the employee shall be paid time and one-half (1 ½) for hours worked prior to his scheduled shift and straight time for hours worked during the scheduled shift.

Section 2 – Call Back

(a) Employees acknowledge that availability for winter on-call is a reasonable and necessary expectation of the Town of Herkimer Highway Department and employees have an expectation that the employees will be called if the need arises by the Highway Department. The employees may be excused from availability for on-call with reasonable advance notice and prior approval from the Superintendent of Highways or his designee. Each employee may be excused twice during each winter season by the Superintendent of Highways or his designee, but only one employee may be excused each weekend. However, any unscheduled and unapproved unavailability by the employee may result in disciplinary action if such unavailability is without just cause.

(b) Call-back is defined as the return of an employee to work at the direction of the Superintendent of Highways or his designee after the conclusion of his regular work shift and before the start of his next regular shift.

(c) In the event an employee is called back or otherwise called in to work, the employee shall use his best efforts to arrive at work in a reasonable time, and should arrive no later than thirty (30) minutes after being called.

(d) The Employees must provide the Town of Herkimer Highway Department a means of contact for call-back situations.

Section 3 – Premium Rates of Pay

(a) Overtime pay shall be paid after ten (10) hours per day, for employees working a four (4) day work week and after eight (8) hours per day, for those working a five (5) day work week, or after forty (40) hours in a work week. Sick time will not count as time worked for the purpose of overtime calculation.

(b) Each employee of the Town of Herkimer Highway Department will be allowed to use one earned sick day per year, (2015, 2016, and 2017) of this contract that will count as time worked for the purpose of calculating overtime during the winter months and will become effective on October 1st through April 30th for the term of this contract.

Section 4 – Distribution

(a) Overtime work opportunities shall be distributed on an equitable basis based on shifts, availability and qualifications.

(b) On each occasion, the opportunity to work overtime shall be offered to qualified employees within job classification and within shift as who has the least number of overtime hours to his credit at the time. If this employee does not accept the assignment, the employee within the shift and with the same qualifications, and with the next fewest number of overtime hours to his credit will be offered the assignment. This procedure shall be followed until the required number of employees has been selected for the overtime work. Refusal and unavailability for overtime will be credited toward distributed overtime to the employees who refused overtime or where unavailable.

(c) A record of the overtime hours worked, refused and unavailable, by each employee shall be available upon request to the Steward on a monthly basis.

Section 5– Overtime Pay

All overtime worked shall be paid for promptly.

Section 6 – Time Clock

(a) Employees working time shall be recorded solely by punching of a time clock. Employees shall punch in at the beginning and out at the end of the shift. However, recognizing the necessity to efficiently and effectively respond to an emergency situation any employee called to the job site other than the Highway Garage will not be required to punch in and will note in writing the time started.

(b) Employees will not receive extra pay for voluntarily clocking in before or clocking after they are scheduled to work.

(c) Any falsification of time cards, including punching another employee's time card and defacing a time card, may result in disciplinary action up to and including termination from employment. An employee should handle only his own time card or be subject to discharge.

(d) An employee who receives authorization to leave work during the workday for personal reasons, must punch out when leaving and punch back in upon returning to work.

(e) Employees clocking late for their shift may be subject to discipline and loss of pay.

Article 6 Seniority

Section 1 – Definition

Seniority means an employee's length of continuous service with the Employer since his last date of permanent hire.

Section 2 – Seniority Lists

Once a year the Employer shall post on all bulletin boards, a seniority list showing the continuous service of each employee. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list will show the names, job titles and last date of permanent hire of all employees in the unit entitled to seniority.

Section 3 – Breaks in Continuous Service

An employee's continuous service record shall be broken by voluntary resignation, voluntary leaves without pay, discharge and retirement.

**Article 7
Work Force Changes**

Section 1 – Promotion

The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

**Article 8
Holidays**

Section 1 – Holidays Recognized and Observed

(a) The following days shall be recognized and observed as paid holidays:

- | | |
|------------------------------|------------------------------|
| ▪ New Year's Day | ▪ Columbus Day |
| ▪ Martin Luther King Jr. Day | ▪ Veteran's Day |
| ▪ Good Friday | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ Day After Thanksgiving Day |
| ▪ Independence Day | ▪ Christmas Day |
| ▪ Labor Day | ▪ Employee's Birthday |

(b) Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

(c) Employees working a four (4) day work week, ten (10) hour work schedule, shall be paid one (1) days pay at ten (10) hours of pay when working the compressed hour week.

Section 2 – Eligibility Requirements

(a) If a holiday is observed on an employee's scheduled day off or during his vacation, his vacation accrual shall be charged for only time he took off from regular scheduled work.

Section 3 – Holiday Pay

(a) Eligible employees who perform no work on a holiday shall be paid one (1) day's pay for each of the holidays listed on which they perform no work.

(b) Eligible employees will receive holiday pay only if they work the scheduled workday before and after the holiday, unless the absence is a prior approved leave day.

Section 4 – Holiday Work

(a) Employees acknowledge that availability for holiday on-call is a reasonable and necessary expectation of the Town of Herkimer Highway Department and employees have an expectation that the employees will be called if the need arises by the Highway Department. The employees may be excused from availability for on-call with prior approval from the Superintendent of Highways or his designee. However, any unscheduled and unapproved unavailability by the employee may result in disciplinary action if such unavailability is without just cause. Employees will be available during on-call hours unless excused by the Superintendent of Highways or his designee. Employees can be mandated to work during their on-call hours.

(b) If an employee works on any of the holidays listed above, he shall be paid, in addition to his holiday pay, time and one-half (1 ½) for all hours worked.

Article 9 Vacations

Section 1 – Choice of Vacation Period

Request for vacation shall be in writing to the Superintendent of Highways or his designee at least five (5) working days prior to the requested first day of vacation. The Superintendent of Highways or his designee shall respond to the request in writing within forty-eight (48) hours of the receipt of the request.

Vacation shall be granted at the time requested by the employee with approval of the Superintendent of Highways or his designee on a first come first serve basis.

Section 2 – Holiday During Vacation Periods

If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation accrual will be charged for only the vacation days used.

Section 3 – Work During Vacation Period

No employee shall be required to work for the Town during his scheduled vacation period unless the Superintendent of Highways declares an emergency.

Section 4 - During the employees first year of employment, they will be eligible to begin utilizing the vacation benefit after the first twelve (12) months of employment.

Section 5 – Employees will be allowed to carry up to five (5) vacation days from one (1) vacation period to the next, which is defined by the last date of permanent hire, which may be used along with the vacation they will be receiving for the next year of service.

Section 6 – Vacation Schedule

All employees covered by this Agreement shall be entitled to the following vacation accrual at their regular hourly rate. All accrued vacation time is calculated on continuous service from the last date of the permanent hire.

- | | |
|---------------------------------------|-------------------|
| • After one (1) year of service | Five (5) days |
| • After two (2) years of service | Ten (10) days |
| • After ten (10) years of service | Fifteen (15) days |
| • After fifteen (15) years of service | Twenty (20) days |

Article 10 Paid Leaves

Section 1 – Bereavement Leave

In the event of death in the employee's family of spouse, parents, children, step-children, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, daughter-in-law, and son-in-law, the employee shall be granted up to three (3) days leave of absence with full pay for scheduled workdays. One (1) full day with pay, at their regular rate of pay, for death of step-parent, brother-in-law, sister-in-law, aunt and uncle. All bereavement leave shall be granted by Superintendent of Highways or his designee and upon receipt or proof. This time must be used for attending the hours of the wake, the funeral services, travel, and to attend necessary personal matters related to the death.

Section 2 – Personal Leave

Employees shall be entitled to three (3) personal leave days each year from their permanent date of hire to be used whenever needed. Such leave shall be granted without loss of pay, and shall not be deducted from vacation accruals or any other leave benefits. Personal leave days may be taken in one (1) hour increments. Unused personal leave will be converted to sick leave each year. Personal leave will be subject to approval of the Superintendent of Highways or his designee. Employee must give twenty-four (24) hours advance notice, which may be waived in emergency situations by the Superintendent of Highways or designee.

Section 3 – Jury Duty

Employees shall be granted a leave of absence with pay upon presented proof to the Superintendent of Highways or his designee and paid according to current New York State Law for any time they are required to report for jury duty or jury service, if jury duty coincides with employee's regular work hours and shift. Employee must return to work if he is dismissed from jury duty during his regular work hours, except those employees on the night shift. Any pay received by the employee for jury duty shall be payable to the Town of Herkimer, less mileage expenses paid by the Court.

Section 4 – Military Service Leave

Any employee who is a member of a Reserve Force of the United States or of this State and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity, not exceeding a total of thirty (30) days in any calendar year and not exceeding thirty (30) days in any one such leave pursuant to law and shall be paid pursuant to New York State Law.

Article 11 Sick Leave

Section 1 – Allowance

(a) Employees shall be credited with one (1) day of sick leave at the conclusion of each month of employment from the last date of permanent hire.

(b) An employee is required by the Employer to produce a doctor's certificate after two (2) consecutive days of sickness or disability or if the Superintendent of Highways or his designee believes sick time is being abused.

(c) Sick leave may be taken in one (1) hour increments.

(d) Employees must call in sick at least one (1) hour prior to the beginning of the shift to receive any eligible sick pay.

(e) In the event of resignation or discharge any accumulated and unused sick leave shall be canceled and not paid by the Employer to the employee.

Section 2 – Accumulation

An Employee shall not be able to accumulate more sick days than the maximum allowed for retirement service credit pursuant to New York Retirement and Social Security Law, Title 5, Section 41(j) (hereinafter, Sick Leave Cap).

Sick leave may be accumulated up to the Sick Leave Cap. The unused sick days pursuant to the Sick Leave Cap can be used for retirement.

In a calendar year, an employee's sick leave may surpass the Sick Leave Cap as a result of subsequent accumulation of sick leave throughout that calendar year. In the event that an employee has more accumulated sick leave than allowed by the Sick Leave Cap at the conclusion of the calendar year, then the Town will buy the employee's sick leave to reduce the employee's sick leave to the Sick Leave Cap. The rate at which the Town will buy back the employee's sick leave will be Four and 25/100 dollars (\$4.25) per hour. The Town will not buy back any sick leave if the total sick leave accumulation is not above the Sick Leave Cap.

Should the Town be required to make a payment pursuant to this Section, the Town will make said payment to the employee by January 30 of the following year.

The buy back by the Town pursuant to this section will be on an annual basis and there is no option to have any days in excess of the Sick Leave Cap to roll over to the following calendar year.

Section 3 – Absence Due to Injury and Workmen’s Compensation

(a) The Employer shall provide coverage for all employees covered by this Agreement under the Worker’s Compensation Law of New York State Employer’s Law.

Article 12 Wages and Classifications

Section 1 – Wage Schedule and Classifications

Year 2015	2%	Effective January 1, 2015
Year 2016	2%	Effective January 1, 2016
Year 2017	2%	Effective January 1, 2017

A one-time “Contract Signing Stipend” of \$250 to be paid within one month from the final contract date to the workers covered under this contract.

	Current	01/01/2015	01/01/2016	01/01/2017
LEO	\$16.22	\$16.54	\$16.87	\$17.20
MEO	\$18.25	\$18.62	\$18.99	\$19.37
HEO	\$20.86	\$21.28	\$21.71	\$22.14
Mechanic/Driver	\$21.31	\$21.74	\$22.17	\$22.61

a) **Longevity:** The Town of Herkimer will make longevity payments each year to all full time employees who attain twenty (20) years or more of continuous service with the Town of Herkimer in the amount of \$500. In addition any full time employee who attains twenty-five (25) years of continued service with the Town of Herkimer will receive an additional \$500. The longevity payment shall be paid commencing February 1, 2012 coinciding with the employees twenty year and twenty-fifth year anniversary date. Payment shall be made through normal payroll check at the first pay cycle of each subsequent year of this contract, or the first pay cycle after the employees twenty and twenty-fifth year anniversary date.

b) **Classification:** The Town of Herkimer employs the following job classifications:

- Mechanic/Driver
- Laborer
- (HEO) Heavy Equipment Operator

- (MEO) Medium Equipment Operator
- (LEO) Light Equipment Operator

Section 2 – Pay Period

- a) The salaries and wages of employees shall be paid on a weekly basis.
- b) The pay period consists of five (5) consecutive days from Sunday to Saturday.
- c) Pay day is the following Friday by noon. In the event this day is a holiday, the preceding day shall be the pay day.

Section 3 – Protective Equipment / Safety Clothing & Equipment

The Town shall comply with the following retroactive to January 1, 2009.

- a) The Town shall provide to all Highway employees, on a yearly basis, up to the sum of \$200 per employee a voucher to purchase OSHA approved steel toe shoes at a local shoe store.
- b) The Town shall provide protective clothing, which shall include, but will not be limited to, hard hats, ANSI reflective vests, ear plugs, safety goggles, work gloves, and safety rain pants and jackets and pull over rubber boots. All protective and safety equipment will be returned to the Town Highway garage at the end of the shift.
- c) To and from work and working hours for employees covered under this contract. Uniforms will include pants, shirt, and cleaning service. Employees will be responsible for replacement costs for their issued uniforms that have been lost or stolen. Employees are responsible to turn in all uniforms upon termination of employment. Employees will be responsible for replacement costs for any uniform items not turned in.

Article 13 Health Insurance

Section 1 – Current Employees

- a) For all employees who are hired prior to July 1, 2002, the Town of Herkimer will pay 93% of the health insurance premium for Teamsters HRA Plan, (Medical/RX, Dental, and Vision).
- b) For all employees who are hired on or after July 1, 2002, and prior to July 1, 2009, the Town of Herkimer will pay 85% of the health insurance premium for Teamsters HRA Plan, Composite Rates (Medical/RX, Dental, and Vision).

- c) For any new employee hired on or after July 1, 2009, the Town will pay a percentage of the health insurance premium for the Select Plan, Composite Rates (Medical/RX, Dental, and Vision) offered as follows:

<u>Year</u>	<u>% Paid by the Town</u>
First (1 st) Year of Employment	30 %
Second (2 nd) Year of Employment	50%
Third (3 rd) Year of Employment	70%

For 2015, the Town shall only be responsible for a prorated HRA Contribution, as agreed pursuant to the Health Participation Agreement, at a rate of \$600.00 per month, beginning June 1, 2015 through December 31, 2015. The Town of Herkimer shall not be responsible for any Health Insurance costs above and beyond the monthly premiums and the \$600.00 proration.

Section 2

(a) The Town shall have the right to change health insurance carriers and/or plans at the end of this Agreement, which will expire December 31, 2017, provided that the new health insurance plan is equivalent to the program in effect as of January 1, 2006. Prior to any change, the Town will give the Union a thirty day (30-day) notice. The right of the Town to make this change is at the Town's sole discretion.

(b) If an active employee signs a waiver not to accept the Health Insurance Program coverage the employee is entitled to, the Town will pay the employee one half (1/2) of the Town's cost of the annual premium for single coverage only. The payment to the Employee will be made in twelve (12) increments and will be included in their regular paycheck.

Section 3 – Retired Employees

Employees who retire from the Town before the age of 55 are not eligible for any of the following Town benefits.

(a) For any employee who is hired by the Town on or before July 1, 2002 upon retirement, the Town will pay 100% of the health insurance premium for the employee's portion of the premium if the employee:

1. Has ten years or more of continued and unbroken employment with the Town and
2. Is fifty-five (55) years of age or older, and
3. Retires from the Town.

(b) When an employee retires, the Town will pay 100% of the Health Insurance premium for the employee's Two-Person (Spousal) portion of the premium, if the employee:

1. Was employed by the Town on or before January 1, 1996, and
2. The employee and their spouse were married on or before the date of the employee's retirement, and they meet the definition of a "legal marriage" under New York State Law, and
3. Has ten (10) years or more of continued and unbroken employment with the Town, and
4. Is fifty-five (55) years of age, or older, and
5. Retires from the Town.

This benefit will be effective at the employee's retirement and will continue until they are deceased.

When an Employee or a retired Employee who is receiving Health Insurance benefits is deceased, the Health Insurance Plan for the Employee will be terminated immediately.

The unmarried surviving spouse or dependant children of the Employee may continue their coverage under the Town Health Insurance Plan, providing the unmarried surviving spouse or dependant children pay the full cost of the premium for that coverage through a payment to the Town on the first (1st) work day of each month. This benefit shall continue until such time as the surviving spouse remarries or is deceased.

(c) When an employee retires, the Town will pay 75% of the Health Insurance premium for the employee's Two-Person (Spousal) portion of the premium, if the employee:

1. Was employed by the Town after January 1, 1996 and on or before July 1, 2002; and
2. The employee and their spouse were married on or before the date of the employee's retirement, and they meet the definition of a "legal marriage" under New York State Law, and
3. Has ten (10) years or more of continued and unbroken employment with the Town, and
4. Is fifty-five (55) years of age, or older, and
5. Retires from the Town.

The employee will pay 25% of said Health Insurance premium through a payment to the Town on the first (1st) day of each month. This benefit will be effective at the employee's retirement and will continue until they are deceased as long as the employee makes the required monthly payment to the Town.

When an Employee or a retired Employee who is receiving Health Insurance benefits is deceased, the Health Insurance Plan for the Employee will be terminated immediately.

The unmarried surviving spouse or dependant children of the Employee may continue their coverage under the Town Health Insurance Plan, providing the unmarried surviving spouse or dependant children pay the full cost of the premium for that coverage through a payment to the Town on the first (1st) work day of each month. This benefit shall continue until such time as the surviving spouse remarries or is deceased.

(d) For any employee who is hired by the Town after July 1, 2002 upon retirement, the Town will pay the percentage of the health insurance individual premium as follows:

<u>YEAR</u>	<u>% PAID BY TOWN</u>
1 st Year of Retirement	70 %
2 nd Year of Retirement	50 %
3 rd Year of Retirement and Thereafter	30 %

Cost of the individual premium will be fixed at the Retirement date of the employee and any increased premium will be the employee's responsibility. The employee upon retirement will be entitled to the above mentioned health insurance coverage if the employee:

1. Has twenty-five (25) years or more continued and unbroken employment with the Town, and if they want insurance before twenty-five (25) years, they can pay 100%.
2. Is fifty-five (55) years of age or older, and
3. Retires from the Town.
4. If the employee elects to secure health insurance for his spouse or dependents, any additional cost of premium for said coverage shall be the sole responsibility of the employee.
5. Employee shall mean full-time employee only.

Article 14 Retirement Benefits

Section 1

Retirement benefits will be provided under Section 75-g, Option 41-j of the New York State Retirement System.

Employees shall be responsible for any costs of retirement as provided and pursuant through law.

Article 15
Settlement of Disputes

Section 1 – Grievance Procedure

Any grievance or dispute that may arise between the parties, including but not limited to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: The Union Steward with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within forty-eight (48) hours of the occurrence. Every effort shall be made by both parties to settle the issue.

STEP 2: If the grievance remains unresolved, the Steward with or without the employee will take up the grievance with the Superintendent of Highways or his designee. Every effort shall be made by both parties to settle the issue.

STEP 3: If the grievance is still remains unresolved, it shall be presented by the Teamster authorized representative to the Superintendent of Highways or his designee, in writing within five (5) workdays of **STEP 2**. The Local Union #294 representative shall schedule a meeting within five (5) workdays after the deliverance of the grievance with the Superintendent of Highways or his designee. The Superintendent of Highways or his designee shall within five (5) workdays of such meetings set forth an answer in writing to Local Union #294 representative.

STEP 4: If the grievance is still unsettled, the grievance shall be presented by the Teamster authorized representative in writing within five (5) workdays of the Superintendent's written response to the Town Board through the Town Supervisor. The Town Board will meet with authorized representative within fifteen (15) days of receipt of the grievance. The Town Board will render a decision within fifteen (15) days of the meeting with the authorized representative. Every effort will be made by both parties to settle the grievance. If a settlement is reached, it shall be final and binding.

STEP 5: If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Board is due, by written notice to the other, request arbitration.

Section 2 – Arbitration Procedure

(a) The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) workdays after notice has been given. The New York State Public Employment Relations Board shall be requested by either or both parties to provide a panel of impartial arbitrators from which both the Employer and the Union shall agree on a selection in accordance with the Public Employee Relations Board's rules of procedure.

(b) The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issue.

(c) The arbitrator shall have no power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.

(d) The decision or award of the arbitrator shall be final and binding upon the Employer and Union and the Employee to the extent possible under appropriate law and this Agreement. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement and either party may appeal a decision, which is arbitrary, capricious or not based upon the evidence submitted. Either party may appeal an arbitrator's decision to the courts within thirty (30) days. Either party may seek clarification of such decision pursuant to law.

(e) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbal record of the proceedings, it may cause such a record to be made.

Section 3 – Matter Relevant to Grievance Procedures

The time limits in the grievance procedure may be extended by mutual agreement in writing.

Section 4 – Stewards and Grievance Committee

(a) The one employee selected by the Union to act as Union Representative shall be known as the union "Steward."

(b) Steward, after receiving authorization from the Superintendent of Highways, shall be permitted a reasonable amount of leave, with pay, to investigate, present, and process grievances on the property of the Town. The Union will reimburse the Employer for the salaries of the Steward granted such leave on a quarterly basis.

Article 16 Discipline and Discharge

An employee shall be disciplined and discharged pursuant to Section 75 & 76 of the New York State Civil Service Law.

Article 17
General Provisions

Section 1 – Pledge Against Discrimination and Coercion

(a) The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, nationality or political affiliation.

(b) All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

(c) The Employer agrees not to interfere with the rights of employees to become members of the Union, and there be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union, or for any other cause.

(d) Employees have the right to join, not join, maintain or cancel their membership in the Union at any time. Neither the Employer nor the Union shall exert any pressure upon an employee to join or not join the Union.

(e) The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2 – Union Activities on Employer’s Time and Premises

The Employer agrees that during working hours, on the Employer’s premises and without loss of pay the Union Steward who is an employee shall be allowed with prior approval of the Superintendent or his designee to post Union notices. Approval shall not be unreasonably withheld.

Article 18
Strikes and Lockouts

Section 1 – Lockouts

The Employer shall institute no lockouts of employees during the term of this Agreement.

Section 2 – Strikes

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

Article 19
Savings Clause

Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforcement by a court of competent jurisdiction, such decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

Article 20
STATUTORY PROVISION

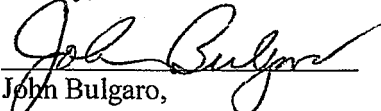
IT IS UNDERSTOOD BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

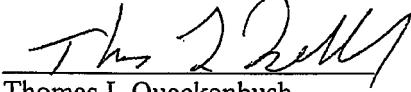
Article 21
Termination and Modification

This Agreement shall be effective as of the **FIRST** day of **JANUARY, 2015** and shall remain in full force and effect until the **31ST** day of **DECEMBER, 2017**.

FOR THE UNION

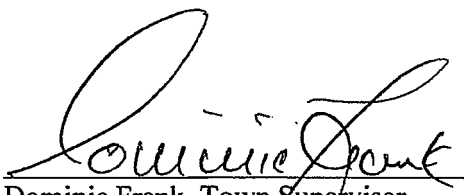
Teamster Union, Local 294
890 Third Street
Albany, NY 12206


John Bulgaro,
President


Thomas L. Quackenbush,
Secretary Treasurer

FOR THE EMPLOYER

Town of Herkimer
114 Prospect St
Herkimer, NY 13350


Dominic Frank, Town Supervisor
Town of Herkimer