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Union: **Madison Town Highway Department Unit, International Brotherhood of Teamsters (IBT)**

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AGREEMENT

BY AND BETWEEN

THE TOWN OF MADISON

AND THE

**TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN
& HELPERS, LOCAL UNION 294**

**JANUARY 1, 2016
TO
DECEMBER 31, 2018**



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This Agreement made this 1st. day of January 2016 by and between the Town of Madison and the Town Supervisor as its Chief Executive Officer, hereinafter referred to as the Employer and Teamsters Union Local 294, hereinafter referred to as the Union.

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.

Section 1: Recognition

The Employer hereby recognizes the Union as the exclusive employee organization representing all regular full time Motor Equipment Operators in the highway department, excluding all part time and seasonal employees of the highway department, and the Highway Superintendent.

The Union shall have exclusive rights to payroll deduction of dues from employees covered by this Agreement. Such dues shall be remitted to the Teamsters Union Local 294 at 890 Third Street Albany, NY. 12206

No other organization shall be accorded any payroll deduction privilege.

Agency Shop

The Town of Madison shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union an amount equivalent to the dues levied by the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York.

Union Security

Each employee, who on the effective date of this Agreement, is a member of the Union and any employee who becomes a member of the Union after the signing of this Agreement shall, as a condition of employment, maintain his membership in the Union for the life of this Agreement.

Credit Union

Upon receipt of lawful written authorizations from employees, the Employer shall deduct from the monies due to the employees the sums specified in such written authorization and shall remit such monies to the Beacon Federal Credit Union.

Section 2: Work Week

Except as hereinafter provided, the normal workweek of all regular full-time employees shall be forty (40) hours and the normal day shall be eight (8) hours per day, for five (5) consecutive days with time and one-half (1 ½) paid for all hours worked over eight (8) hours each day.

The above work hours shall apply with the exception of emergencies declared by the Employer.

Employees shall be compensated at the rate of time and one-half (1 ½) for all work required in excess of forty (40) hours.

The Town reserves the right to require employees to work overtime when reasonably necessary for the efficient performance of Town services.

In computing overtime, paid personal leave days, vacation days and paid sick leave days shall not be considered as time worked.

Overtime assignments shall be made available according to seniority, to the most senior and qualified person. This section shall not apply to fixed work schedules or emergencies.

Summer Hours

During a designated period between May 1st through October 31st the Highway Superintendent may adopt a compressed forty (40) hour per week summer schedule in the Highway Department consisting of ten (10) hours per day and four (4) consecutive days per week. Employees shall be provided a minimum of one (1) week advance notice before the commencement and termination of such compressed work schedule.

Winter Hours

During a designated period between November 15th through March 31st the Highway Superintendent must adopt a winter hours schedule between the hours of 3:30 a.m. and 11:30 a.m. In the event employees are not notified one (1) week in advance of the winter hour's schedule, the Call-In provision as expressed in this Agreement shall be, without exception, strictly adhered to.

Section 3: Holidays

- | | |
|---------------------------|---------------------------|
| ▪ New Year's Day | ▪ Columbus Day |
| ▪ President's Day | ▪ Veteran's Day |
| ▪ Good Friday | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ Christmas Day |
| ▪ 4 th of July | ▪ Employee's Birthday |
| ▪ Labor Day | ▪ (2) Floating Holiday ** |

****The Floating Holiday(s) listed above may be taken at the discretion of the employee upon one (1) week advance notice to the Employer and may be used to extend another holiday or vacation period.**

If one of the aforesaid falls on Saturday, Friday will be observed as the legal holiday. If such holiday falls on Sunday, Monday will be observed as the legal holiday.

To be eligible for holiday pay, the employee must have worked his last scheduled work day before the holiday, or the day observed at the holiday, and his first scheduled work day after the holiday or day observed as the holiday, unless such absence is excused as bona fide sick leave, vacation time or death in the employee's immediate family. When such absence is due to illness, the department head may require satisfactory evidence thereof.

Section 4: Sick Leave

The purpose of paid sick leave is to reasonably assure the receipt of income by an employee during one or more periods of illness. Under no circumstances is sick leave to be considered as an earned credit to be used for any other purpose.

Employees shall receive a total of seven (7) days or fifty-six (56) hours earned on the basis of one and one-half days (12) hours beginning January 1, and each subsequent month at six (6) hours.

To be eligible for paid sick leave, an employee shall notify the head of the department at least one (1) hour before the normal starting time of their shift when reporting as ill. If said employee is ill for a period of three (3) or more consecutive days, he must supply his department head with a doctor's certificate substantiating such illness in order to be paid therefore.

Sick leave may be used for doctor's appointment for illness limited to four (4) hours per visit with the approval of the department head.

Sick leave time shall not be paid unless:

1. The employee notifies the Employer as herein prescribed. A medical certificate must be furnished by or on behalf of the employee periodically during any extended illness upon request of the Town.
2. Where any employee has demonstrated a pattern of sick leave use, the employee shall be counseled in writing by the department head or designee. If the pattern of use continues, the employee shall be required to submit a doctor's certificate for each absence.
3. An employee whose records indicate continual consumption of sick leave credits may be required to take a physical examination at the Town's expense. The Town shall take such corrective steps as may be deemed necessary in individual cases, including when warranted, the suspension of or discharge of any employee abusing the privilege subject to any applicable provision of the Civil Service Law or this Agreement.

Unused sick leave credits shall accumulate but only up to a maximum of 352 hours or forty four (44) days. Upon attaining the maximum accumulation, sick leave is no longer earned.

Upon termination of employment with the Town of Madison, the Town will compensate in cash up to forty four (44) days.

Section 5: Health Insurance

The Town shall maintain its present health plan known as **New York State Teamsters Council Health and Hospital Fund** or a plan with equivalent benefits for the employees and their dependents as defined in such plan.

The Employer shall pay thirty-five (35%) of dependent coverage.

Employees will contribute toward the cost of health insurance at the rate of \$.25 per hour the first year, \$.30 per hour the second year, and \$.35 per hour the third year of the term of the agreement.

The Town shall continue to pay for the hospitalization plan for all retirees with the exception of dependent coverage; the employee shall pay the full cost of dependent coverage.

In order for the employee who retires to have his health insurance paid for, he must have at least ten (10) years of employment with the Town and also be eligible under Tier 3 or 4 of the New York State Employees' Retirement System.

During the term of this Agreement, the Town may change its present insurance coverage of employees in this bargaining unit by providing equivalent coverage after prior consultation with the Union.

Section 6: Vacation

Vacation time for employees shall be as follows:

- A. After one (1) year continuous service – five (5) working days or 40 hours
- B. After three (3) years continuous service – ten (10) working days or 80 hours
- C. After completion of eight (8) years continuous service – fifteen (15) days or 120 hours
- D. After completion of twelve (12) years continuous service – twenty (20) days or 160 hours
- E. After completion of eighteen (18) years continuous service – twenty-five (25) days or 200 hours.

Accumulative, except that an employee may carry over up to five (5) working days, forty (40) hours earned vacation in order to take a more extended vacation in one calendar year at a time, and must be approved by the department head. Vacation days can be taken in one day or more increments.

Employees with the greatest seniority shall be given their choice of vacation period, in the event of any conflict over vacation periods:

Employees shall be required to take one (1) week or forty hours consecutive.

The week of celebration of Independence Day shall be a mandatory shut down week except in emergency situations. New hires will have the option to work the mandatory shut down week. Approval of vacation days must be in writing.

Section 7: Jury Duty

A full-time employee, who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid the difference between his daily job rate and his pay for his jury duty. An employee who reports for jury duty and is excused there from for the remainder of the day prior to 1:00 p.m. shall contact the department head and report to work if requested. Time lost because of jury service will not be considered as time worked for the purpose of computing overtime. At the Town's request, proof will be presented of the time served on jury duty and the amount received for such service.

Section 8: Unauthorized Absence

When an employee is absent without leave and without due cause for a period of ten (10) days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. Subject to the provisions of Civil Service law or this Agreement, when applicable, any unauthorized absence may be deemed misconduct in a disciplinary proceeding. Upon written notice, the department head may terminate his employment.

Section 9: Personal Leave

Personal leave shall consist of three (3) days or twenty-four (24) hours per year. Personal leave can only be used for personal business of an urgent nature, which cannot be transacted outside regular working hours. Personal leave may also be used for religious observance. Except for emergency situations, arrangement for personal leave shall be made by the employee with the head of the department in writing, at least twenty-four (24) hours in advance. The number of employees on personal leave at one time may be limited. Employees hired after the execution of this Agreement shall not be entitled to use personal leave during their first six (6) months of employment. One (1) unused personal leave day will be paid each year during the last pay period in December.

In the event of the death of an employee, accumulated personal and vacation leave will be paid to the employee's estate at the regular rate of pay.

Section 10: Bereavement Leave

In the event of a death in a regular employee's family, such employee will be granted time off, with pay, up to a maximum of three (3) days, on which the employee had been scheduled to work, from the date of the death, up to and including the day of the funeral.

For the purpose of such paid bereavement leave, immediate family shall be defined as the employee's spouse, child or children, stepchild, parent, step-parent, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, legal guardian or grandchildren, or step grandchildren.

In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of one (1) day of bereavement leave with pay. For the purpose of this sub-section, family shall include grandparents, grandchildren, brother-in-law, sister-in-law, and any blood relative whose primary place of residence is with the employee.

In order to receive bereavement leave, the employee must show evidence of the relationship and of attendance at the funeral.

Section 11: Discipline and Discharge Procedure

An employee covered by this Agreement, shall utilize the procedure for disciplinary and discharge matters as outlined under Section 75, 75, and 77 of the Civil Service Law.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

In order to qualify under this section, an employee must have completed at least five (5) years of continuous service in the non-competitive class **(See Appendix I)**.

Section 12: Retirement

The Town agrees to provide the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and 4 retirement members covered by this Agreement. Such members are required by law to contribute three (3) percent of their annual earnings to the retirement system.

Section 13: Seniority

Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire as a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.

Seniority will apply to playoff and recall of non-competitive and labor class employees under Section 80A of the Civil Service Law, and vacation time selection.

The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and date of seniority of all employees in the Unit.

An employee who is hired as a temporary or seasonal employee will receive full benefits when becoming a full-time permanent employee.

Section 14: Grievance Procedure

Grievance shall mean an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Agreement.

For the purpose of this Agreement, workdays will exclude Saturday and Sunday and holidays. The time limits set forth in this section are of the essence. They may, however, be extended by mutual agreement of the parties.

The failure of the grievant to proceed within the time limits set forth shall terminate the grievance at that step.

The failure of the Town to answer within the time limits set forth will advance the grievance to the next step of the grievance procedure.

Step 1: An employee or group of employees who claim to have a grievance shall present their grievance to their department head in writing within ten (10) working days after the grievance occurs. Within ten (10) working days after the presentation of the grievance, the department head shall discuss the complaint with the grievance and the Union Business Agent, and respond in writing. The written response shall be signed, dated and a copy shall be forwarded to the Town Supervisor.

Step 2: In the event that the grievance is not resolved at Step 1, the aggrieved employee may submit within five (5) working days from the immediate department head's response, a formal written grievance to the Town Supervisor. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract allegedly violated, the date of the alleged violation and the remedy sought.

The Town Supervisor will meet with the aggrieved employee and the Union's Business Agent to discuss and review the allegations.

Within five (5) working days of the receipt of the formal written grievance, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union.

Step 3: In the event the grievance is not resolved at Step 2, the aggrieved employee may submit within the ten (10) working days from the Town Supervisor's response, a formal grievance to the Town Board. The Town Board shall meet with the aggrieved employee and the Union Business Agent to discuss and review the allegations.

Within ten (10) working days of receipt of the Step 3 written grievance, the Town Board must respond in writing to the aggrieved employee with a copy to the Union.

Step 4: In the event the grievance is not resolved at Step 3, the Union, and only the Union, may within twenty (20) working days of receipt of the Step 3 decision, serve written notice to the Town Supervisor and the New York State Public Employment Relations Board (PERB), requesting mediation.

The mediator will be selected by mutual agreement from lists submitted to them by PERB.

The decision of the mediator shall not be binding on the Town of Madison or the Union. It shall be advisory only.

The cost of services and of any related expenses of the mediator, excluding the initial filing fee, will be borne equally by the Town and the Union.

The mediator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusion on the issues. If mediation is not requested as set forth in this step, it shall be deemed waived and the grievance resolved on the basis of the response of the Town Board.

Section 15: Wages

Increase the current hourly wage rates for all employees as follows:

Effective January 1, 2016	2.5 %
Effective January 1, 2017	3 %
Effective January 1, 2018	3 %

The hiring rate for new employees shall be \$1.00 per hour less than the contractual hourly rate in effect at the time of hire.

After six (6) months of continuous employment an employee's hourly rate will be increased to the regular contractual rate then in effect.

Longevity Increase

Employees will receive the following longevity increases payable in the next pay period subsequent to each individual's employment anniversary date:

After five (5) years employment	\$200.00 per year
After ten (10) years employment	\$250.00 per year
After fifteen (15) years employment	\$300.00 per year
After twenty (20) years employment	\$350.00 per year

*following the individual's employment anniversary date, the employee may elect to receive the above longevity amount(s) payable on any other payroll date during the calendar year (i.e. Christmas or vacation time).

Equipment Allowance

Each employee shall receive an annual equipment (clothing, boots, etc.) allowance of **\$500.00** dollars toward the purchase of the above items upon presentation of a required voucher. The Town will allow a \$100 carry-over of the annual equipment allowance.

The Town will issue certain work-related equipment to each employee for work-related purposes. Such equipment must be returned by the employee upon request and upon termination of employment.

Call-In

When an employee, after leaving his/her place of work is called in and reports to work other than during his/her regular scheduled work time, such employee shall be guaranteed a minimum of **three (3) hours work or a minimum of three (3) hours** compensation at the rate of time and one-half (1 ½).

Meal Allowance

Employees may during winter hours stop work in order to have one (1) hot meal at their own expense; duration of mealtime may not exceed forty-five (45) minutes.

Section 16: No Strike

The Union for itself and on behalf of the employees it represents reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.

Section 17: Management's Rights

Without limitation upon the exercise of its statutory powers, duties and responsibilities except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normal accepted management prerogatives, including but not limited to:

- A. The right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency or employees;
- B. The scheduling of operations, the methods, processes and means of operating, including subcontracting if necessary;
- C. To take whatever action is necessary to carry out the mission of the Department in case of emergency;
- D. To make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of the Agreement; and
- E. To determine the size of the work force.

Section 18: Savings Clause

Should any section or portion of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof specified in the decision. Upon the issuance of such decision, both parties shall meet within thirty (30) days upon the request of either party in writing to negotiate an acceptable substitute for the invalidated section or part thereof.

Section 19: Work Rules

The Town may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for ten (10) working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union and are attached to this bargaining Agreement as **Appendix II**.

The Town of Madison shall provide space for a Union Bulletin Board. The Union shall provide the bulletin board.

Section 20: Total Agreement

This Agreement shall constitute the full and complete understanding between the parties and may not be changed in respect, except by further written agreement between the parties. Except as otherwise provided herein, neither party shall be obligated to negotiate or renegotiate any item whether contained herein or not sooner than 183 calendar days prior to the expiration date. Either party may notify the other party in writing of its desire to negotiate, and may request a time and place for the initial negotiating session.

Section 21: Taylor Law

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THE 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.

Section 22: Termination

This Agreement shall be effective as of January 1, 2016 and continue in full force and effect through December 31, 2018.

Section 23: Waiver

The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to a subject or matter not removed by the law from the area of collective bargaining and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town of Madison, and the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subject of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiate or signed this Agreement.

It is understood and agreed that the above section does not bar the parties from mutually agreeing to enter into Collective Bargaining during the life of this Agreement.

IT IS MUTUALLY AGREED

**FOR THE TOWN
TOWN OF MADISON**



Ron Bono, Town Supervisor

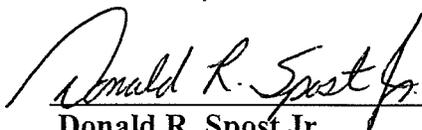
Date: 12/21/2015

**FOR THE UNION
TEAMSTERS UNION LOCAL 294**



John Bulgaro
President/ PEO

Date: 12/28/15



Donald R. Spost Jr.
Field Representative

Date: 12/18/15

