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Contract Database Metadata Elements

Title: **Decatur, Town of and Town of Decatur Highway Department, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2016)**

Employer Name: **Decatur, Town of**

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

Local: **294**

Effective Date: **07/01/2016**

Expiration Date: **06/30/2018**

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AGREEMENT

By and Between

TOWN OF DECATUR

AND



TEAMSTERS LOCAL 294

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2016 Through December 31, 2018

THIS AGREEMENT, Made this _____ day of _____, 2015 by and between the Town of Decatur (hereinafter referred to as Employer or Town) and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to a Union).
Term:

W I T N E S S T H:

ARTICLE I - CONDITIONS AND SCOPE OF AGREEMENT

A. Department of Highway, Town of Decatur, 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 between its Employees, Administrators and Members of the Highway Department, Town of Decatur, which will enhance the working program of the Highway Department, Town of Decatur and 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 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 and exclusive bargaining representative of Highway Department Workers, Deputy Superintendent

ARTICLE II - UNION SECURITY

A. Check-off of 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 same to said Local Union all such deductions at the end of each month for which such deductions are made. Written authorization by the employees is to be furnished in the form approved by the EMPLOYER.

B. Stewards: The Employer recognizes the right of the UNION to designate one job steward and one alternate steward from the EMPLOYER'S seniority list. The

authority of said stewards 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. The steward shall be allowed reasonable paid time for attending administrative proceedings between the EMPLOYER and the UNION.
4. The UNION shall notify the EMPLOYER, in writing, of the employees designated by the UNION as job steward .

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority: Employees shall be placed on the seniority list after serving ninety (90) days of probationary employment after which the employees seniority will then revert back to the first date 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, or
2. Voluntary quit.

C. Layoff and Recall:

1. 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 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. It is requested that two (2) weeks written notice be given on lay-offs by the Town to the employee involved except in an emergency.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered mail, sent to the address last given the EMPLOYER by the employee. Within three (3) calendar days after tender of delivery at such address of the EMPLOYER'S notice, the employee must notify the address of the EMPLOYER'S notice the EMPLOYER by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the 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 as a voluntary quit.

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

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 expiration of the contract.

ARTICLE VI - SEPARATION FROM EMPLOYMENT

A. 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 in the pay period next following such quitting. Earned accrued vacation shall be included in such payments.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted.

ARTICLE VII - EQUIPMENT

The EMPLOYER shall comply with all OSHA provisions, rules and regulations, and any other applicable state and federal laws, rules and regulations relating to safety.

ARTICLE VIII - UNIFORMS

The EMPLOYER shall continue its current practice of providing uniforms for employees (Tee Shirts and Jackets). The town shall provide an annual \$150.00 boot and clothing allowance with receipt and verification provided by the employee to the town.

ARTICLE IX- JOB CONTRACTING AND CLASSIFICATIONS

A. SUBCONTRACTING

There shall be no layoffs as a result if the town exercises its right to subcontract.

ARTICLE X – VACATIONS

A. Full-time highway employees will be eligible for vacation after one (1) complete year of service, (Anniversary date). Vacation days will be pro-rated at one-half (1/2) day, four (4) hours per month up to forty (40) hours. New employees will be credited one-half (1/2) per month, up to forty (40) hours between their anniversary date and the end of the town's fiscal year.

Upon January 1st of the following year, 5 days (40 hours) will be given

Upon January 1st of the second year, 10 days (80 hours) will be given.

Upon January 1st of the third year and all subsequent years, 1 day (8 hours) will be added to vacation time to a maximum of 20 days (160) hours.

Time may be used by the hour.

Vacation will be taken at the discretion of the Town Highway Superintendent.

Employees will be compensated at the end of each Fiscal year for any unused vacation time not to exceed one (1) week. Vacation may not be accumulated from year to year.

ARTICLE XI - HOLIDAYS

A. All employees covered hereunder shall be entitled to the following:

New Year's Day 8hrs	Day after Thanksgiving 8hrs
Veteran's Day 8hrs or 10 hrs	Christmas Day 8hrs
Thanksgiving Day 8 hrs	One (1) Floater 8hrs or 10hrs
Memorial Day 10hrs	Labor Day 10hrs
July 4 th 10hrs	

B. Anyone required to work on holidays, shall be paid time and a half plus Holiday pay except for Christmas and Thanksgiving shall be two times plus holiday pay . If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day.

ARTICLE XII - SICK LEAVE

Sick days will be earned at the rate of 4 hours per month, for the total of 48 hours per year. Any time an employee uses more than (24) consecutive sick hours, a doctors statement will be require from the employee or the employee will not receive compensation for any time taken beyond the 24 hours.Sick days can be rolled over from year to year, up to a total of 240 hours.

When a highway employee is sick, he/she will be expected to call the Highway Superintendent at least 1 hour before he/she normally begins work. The employee should notify the Superintendent that he/she is sick and will not be in because of illness. This is the same procedure to follow for any days (including consecutive days) that he/she will not be in due to illness.

ARTICLE XIII - PERSONAL LEAVE

Employees will be given thirty (30) personal hours per year. Personal hours cannot be rolled over from year to year and employees will not be compensated at the end of each fiscal year for any days not used. Employees will be eligible for personal hours after 90 days of continuous employment. Employees should try to notify the Highway Superintendent a week before personal hours will be used.

ARTICLE XIV - BEREAVEMENT LEAVE

Employees are eligible for three (3) days , effective immediately, in the event of a death in the immediate family: includes wife, husband, domestic partner, children, parents, and brothers and sisters.

ARTICLE XV - COFFEE BREAKS

A. Whenever possible, coffee breaks shall be:

15 minutes in morning

15 minutes in afternoon.

ARTICLE XVI – INSURANCE

The town agrees the employees will participate in the Teamsters Local 294 Health and Welfare Fund Silver Plan. The town agrees to pay the full cost of single coverage health insurance except that the employees agree to pay \$15.00 per pay period. Any employee seeking two person or family coverage shall pay the additional costs above and beyond that of a single coverage plan. The following rates shall be guaranteed as stated in the health participation agreement and in this collective bargaining agreement.

	Single	Two Person	Family
2016	873.00	1,696.00	2,209.00
2017	873.00	1,696.00	2,209.00
2018	873.00	1,696.00	2,209.00

A. New York State Disability Insurance: The Town shall provide for each employee New York State Disability Insurance, and pay 100% of the cost thereof.

ARTICLE XVII - WORK DAY AND WORK WEEK

A. The work week shall be Monday through Thursday in the summer and Monday through Friday in the winter inclusive, for all employees covered hereunder.

B. Employees shall receive overtime pay at the rate of one and one half times the regular pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week. in the winter and in excess of ten (10) hours per day or forty (40) in the summer.

In no way will overtime be allowed to be pyramided. The overtime paid after eight (8) hours in a given day will not be paid if the worker has no benefit time to be applied to lost time for the day or the week. In that event overtime will be paid after forty (40) hours worked in a week. If abuse of the eight (8) hours overtime provision is proven, the worker will be paid overtime after forty (40) hours worked for that week.

~~C. Employees called into work outside of their normal work hours will be paid a minimum of two (2) hours at time and one half. This two hour guarantee will not apply in the morning unless the employee is called two hours prior to their normal starting time.~~

D. " Summer work " week shall consist of four (4) ten hour days. The Hours

will be 6:00 am to 4:30 pm and run according to the time change from daylight savings time to eastern standard time. Holidays that fall during this schedule will be paid at the ten (10) hour rate of pay.

F. Winter hours will be in effect from Eastern Standard Time to Daylight Savings Time . The hours of operation during this time will be 5:00 am to 1:30 pm .The commencement and the termination of this shift will be at the discretion of the Highway Superintendent. The Highway Superintendent will give at least a two-week notice of the commencement and termination of this shift.

ARTICLE XIII - WAGES

January 1, 2016

January 1, 2017

January 1, 2018

Deputy Superintendent: Shall make \$1.00 per hour more than the other employees.

Highway Dept. Workers:

\$1.00 (increase)

\$1.00 (increase)

\$1.00 (increase)

Comp-Time: Employees may request comp-time instead of overtime. One hour of over-time equals one and one half hour of comp-time. Comp-Time must be used in 1 hour increments and no later than 365 days from the time it was accumulated and only eighty (80) hours of compensatory leave time can be earned or accrued at any one time. The actual time off must be approved by the Highway Superintendent.

Direct Deposit- The Town will enroll employees, who request in a direct deposit pay program.

ARTICLE XIX - WORKMENS' COMPENSATION PAYMENT

Workmen's Compensation shall be as provided by law.

ARTICLE XX – DISCIPLINE AND DISCHARGE

Section 1. All employees shall be considered permanent and become a member of the bargaining unit upon the completion of six (6) months continuous service and has worked forty (40) hours per week in that period. No permanent employee shall be removed or otherwise disciplined except for just cause. Discipline or dismissal of a permanent employee shall be subject to review under the grievance procedure.

Section 2. It is hereby recognized that the rules and regulations of the Town of Decatur for all departments, a copy of which is posted on the bulletin board at the Town Garage is part of this contract. It is further recognized by the parties to this Agreement that each member of the bargaining unit has been furnished with a set of the rules and regulations.

Section 3. In any grievance proceeding involving a suspension or discharge the adequacy of any prior written warning (if required) shall be an issue.

Section 4. No employee shall be disciplined except for just cause. The employee will be served with written notice of the action to be taken, the reason for it and the penalty to be imposed. Simultaneously, a copy of the notice shall be sent to the Union.

Section 5. The discipline shall include counseling, written reprimand, suspension without pay, loss of leave accruals or discharge.

Section 6. No disciplinary action shall be commenced more than twelve (12) months after the Town has knowledge of the alleged acts of incompetency or misconduct. Such limitation shall not apply when the actions by the employee, if proven in a court of appropriate jurisdiction, constitutes a crime.

Section 7. The Town, following the service of the notice, may impose the penalty upon the employee.

APPEAL FROM DISCIPLINARY ACTION:

Section 1A. If the employee and/or the Union disagrees with the imposed disciplinary action, the Union may appeal the matter in accordance with Step 2 of the grievance procedure by submitting the matter to arbitration by filing a Demand for Arbitration with the New York State Public Employment Relations Board (PERB) in accordance with its rules and procedures. The Demand for Arbitration must be filed within fourteen (14) days from receiving the Step 2 response or when the step 2 responses should have been received.

B. For the purpose of disciplinary matters, the Town Board will render a written decision after it convenes its next regularly scheduled meeting, or within a maximum of forty (40) days.

Section 2. The ruling of the Arbitrator shall be final and binding on all the parties. The parties shall share all of the arbitrator's fees.

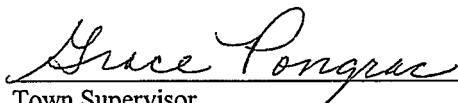
ARTICLE XXI - DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same 120 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 hereinabove.

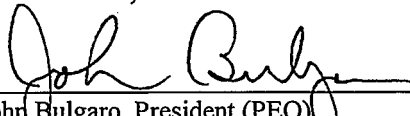
THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY.

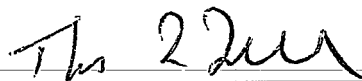
DATED: 8/14/15

TOWN OF DECATUR
HIGHWAY DEPARTMENT


Town Supervisor

TEAMSTERS LOCAL 294
890 THIRD STREET
ALBANY, NEW YORK 12206


John Bulgaro, President (PEO)


Thomas L. Quackenbush, Sec-Treasurer