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Title: **Chatham, Town of and Town of Chatham Highway Department Foreman, Mechanic, Motor Equipment Operator and Laborer Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2017)**

Employer Name: **Chatham, Town of**

Union: **Town of Chatham Highway Department Foreman, Mechanic, Motor Equipment Operator and Laborer Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/2017**

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BC/7306



COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF CHATHAM

and the

TEAMSTERS LOCAL 294

January 1, 2017 – December 31, 2020

unit size: 11

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1 RECOGNITION & SCOPE OF AGREEMENT

1.1 Recognition

1.1.1 Recognition of Union and Definition of Bargaining Unit: The Town of Chatham, hereinafter known as the “Employer” or “Town”, hereby recognizes Teamsters Local 294, International Brotherhood of Teamsters, located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of all permanent employees of the Town of Chatham Highway Department consisting of **Foreman, Mechanic, Motor Equipment Operator and Laborer**, excluding all others, with regard to all conditions of employment, subject to the annual budget approval, as are negotiated between the parties.

1.1.2 Non-Bargaining Unit Personnel: If the Town of Chatham desires to use part-time, seasonal, or temporary employees they shall be to complement the full-time members of the bargaining unit not to replace any full-time members of the bargaining unit. Any of the aforementioned shall be paid a minimum of \$2.00 per hour less than the lowest paid full-time bargaining unit member.

1.2 Duration of Agreement

1.2.1 This Collective Bargaining Agreement between Teamsters Local 294, affiliated with the International Brotherhood of Teamsters, AFL-CIO, and the Town of Chatham, shall be in effect from **January 1, 2017**, through **December 31, 2020**.

2 UNION SECURITY

2.1 Dues Deduction

2.1.1 Union Dues/Fees: The Employer agrees to deduct from the wages of all regular employees who are union members covered by this Agreement, dues of the local union for those employees who sign authorizations permitting such deductions. The Employer will remit to the local union all such deductions at the end of the month for which the deductions are made.

2.1.2 Agency Shop Fee: All employees in the unit, who do not join the local union or fail to renew their union membership’ shall remit to the local union an agency fee equal to the amount of the dues paid by the local union members. Such payment may be authorized as a payroll deduction as stipulated in 2.1.1, above.

2.1.3 Hiring Additional Personnel: When new employees are to be hired, the local union will be notified.

2.2 Stewards

2.2.1 Designation: The Employer recognizes the right of the local union to designate one of the unit members as job steward and one as alternate steward from the Employer's seniority list.

The Union shall notify the Employer, in writing, of the employees designated by the unit members as job steward and alternate steward.

2.2.2 Authority: The authority of the steward so designated shall be limited to the following duties and activities: a) The investigation and presentation of grievances in accordance with the provisions of this Agreement; and, b) The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided the message and/or information has been reduced to writing or is of a routine nature and does not involve a refusal to perform work assignments.

2.2.3 Leave for Union Business: No steward shall be engaged in union business during the time when he is assigned to a regularly scheduled bargaining unit job.

2.2.4 Leave to Process Grievances: The steward will, however, be given reasonable time to process employee grievances.

2.2.5 Leave for Meetings with Management: The Shop Steward (or Alternate) will be allowed release time during working hours, without loss of pay or leave credits, to meet with management when the Town Supervisor has formally requested the meeting.

3 GENERAL CONDITIONS OF EMPLOYMENT

3.1 Seniority

3.1.1 Promotions: The Employer recognizes the general principle that senior employees shall have preferences of employment and promotional opportunity for non-competitive jobs, provided such employees are qualified for such work. The Employer shall have the option to hire from outside the unit under unique or unusual circumstances or if the unit employees are not qualified.

3.1.2 Seniority Date: Employees shall be placed on the seniority list after thirty days of employment. Seniority shall accrue with the length of employment within the bargaining unit covered by this Agreement.

3.1.3 Break in Seniority: Seniority shall be broken only by lawful discharge, voluntary resignation, lay-off of more than one year.

3.1.4 Duration of Recall Rights: An employee will be eligible for recall for a period of one calendar year from the date the employee was laid off.

3.2 Lay-Off & Recall

3.2.1 Order of Lay-Off 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 shall be returned to work in the reverse order in which they were laid off, providing they are qualified.

3.2.2 Notice of Recall: In the event of a recall, the laid-off employee shall be given notice of recall by mail, sent to the address last given the Employer by the employee. Within three days of the delivery of the notice, the employee shall notify the Employer of his intent to return to work and must actually report for work within seven calendar days of the receipt of the recall notice unless it is mutually agreed that the return may be at a later date.

3.2.3 Failure to Return for Recall: In the event the employee fails to comply with the above provisions, the employee will be considered as having resigned and shall lose all seniority rights.

3.3 Separation from Employment

3.3.1 Final Paycheck: Upon discharge or resignation, the Employer shall pay all money due the employee on the payday in the pay period next following such discharge or resignation.

3.3.2 Return of Town Property: Upon separation from employment, the employee shall return to his immediate Supervisor all Employer property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted, or shall pay the fair and reasonable value thereof before the last pay day.

3.4 Maintenance of Standards

3.4.1 The Employer agrees that all conditions of employment relating to wages, hours of work, overtime and general working conditions that are not set forth in this current agreement shall be maintained at not less than current standards.

3.5 Disciplinary Action

Disciplinary action shall include the following:

3.5.1 Written Reprimand: Must be delivered personally or mailed first class to the employee within three days of the incident: or

3.5.2 Suspension From Work Without Pay: In the event that the Highway Superintendent deems the action to be serious enough to warrant the suspension of an employee, he/she shall be so notified, in writing and delivered personally or mailed first class, certified return receipt requested, to the employee. Such notification shall include a description of the charges, notice of the length of the intended suspension without pay and the effective date of the suspension if no request for hearing is made by the employee.

The employee shall have the right to a hearing before the Town Board, to determine the charges against the employee and any discipline therefore in the event that charges are sustained, upon his written request for it. Such request must be in writing and made within ten days of his/her receipt of the notice of suspension without pay.

If no such hearing request is made, the suspension shall be effective on the eleventh day after the receipt by the employee of the notice of suspension for a length of time as deemed appropriate by the Highway Superintendent but which shall not exceed five days or forty hours as set forth in the notice of suspension without pay.

In the event that the employee shall request a hearing as set forth above, such hearing shall be commenced within ten days of the Employer's receipt thereof.

3.5.3 Discharge: Discharge shall be for just cause only; which shall include, but not limited to, incompetence and misconduct.

3.5.4 Appeal: Employees shall have the right to appeal the decision of the Town Board in the same manner as set forth in Article 6 below.

3.6 Physical Examination

3.6.1 All required D.O.T. physical examinations will be paid for by the Town. New employees and employees returning from a lay-off or leave shall also be required to have a physical before beginning work.

The cost of the initial physical shall be borne by the Employer as provided by Workers' Compensation Insurance. The results of the physical shall not be reason for discharge, except for just cause.

3.7 Uniforms

3.7.1 Uniforms: Uniforms will be supplied by the Town. It will be the employee's responsibility to have the uniforms at a pre-determined location by the uniform company to be laundered.

3.7.2 Work Boots: Each employee shall wear protective work boot, which meets with the approval of the Highway Superintendent.

3.7.3 Non-Compliance: Any employee showing up to work without a Town uniform on will be penalized a minimum of one hours pay and one hour for each additional hour thereafter until he returns to work in a proper uniform. The employee will not be penalized for any negligence of the Uniform Company, or if this provision is waived by the Highway Superintendent.

3.8 Certification of Time

3.8.1 Each employee shall be required to utilize a time-punch clock or submit a signed certification with regard to the hours claimed to have been worked.

3.9 Safety Equipment

3.9.1 Safety Equipment: Each employee shall be provided with and required to wear the following safety equipment, meeting ANSI Standards: Safety Helmet; Reflective Safety Vest; Safety Glasses; Ear Protection.

3.9.2 Eyeglass Allowance: Employees required to wear prescription eyeglasses will be granted a **\$100** allowance annually for the purpose of obtaining prescription safety glasses

3.9.3 Boot Allowance: Upon submission of a receipt, employees will be reimbursed up to a maximum of **\$150** each year of the agreement, for the purchase of safety work boots or shoes.

3.10 Job Qualifications

3.10.1 Working Highway Supervisor: He/she must possess a valid NYS Class B Driver's License with air brake endorsement. He/she must maintain highway personnel records, supervise work crews and perform all duties of Motor Equipment Operator.

3.10.2 Mechanic: He/she must possess a valid, New York State, Class B license with air brake endorsement. He/she must be certified by the Superintendent of Highways as competent to perform automotive mechanic work on diesel motors and heavy equipment and perform all duties of Motor Equipment Operator.

3.10.3 Motor Equipment Operator: He/she must possess a valid, New York State, Class B license with air brake endorsement. He must be certified by the Superintendent of Highways as competent to perform the duties of Motor Equipment Operator including light mechanical work on trucks and equipment such as replacing lights, batteries, starters, routine and preventive maintenance and the like.

3.10.4 Laborer: He/she must have a valid, New York State driver's license and be physically capable of performing laborer-type duties. He/she must be capable of operating a bucket loader and gravel screen in connection with Town gravel mining operations.

3.10.5 Motor Equipment Operator – Part Time: He/she must possess a valid, New York State, Class B license with air brake endorsement. He/she must be certified by the Superintendent of Highways as competent to perform the duties of Motor Equipment Operator.

3.10.6 Laborer – Part Time: He/she must be physically capable of performing laborer-type duties.

3.10.7 Heavy Equipment Differential: Each of the above positions shall be paid in accordance with Schedule A attached hereto. Additionally, any personnel, in the sole discretion of the Highway Superintendent, appointed to operate an excavator or grader, shall be paid a sum of **\$1.00 per hour** in addition to his/her normal rate, for such time as the employee is acting in that capacity.

3.11 Conformity with State Law & Town Code

3.11.1 Each employee shall be required to conform to the laws of the State of New York and Town Code of the Town of Chatham.

4 NEGOTIATIONS PROCEDURE

4.1.1 Commencement of Negotiations: The parties agree to conduct meetings for the purpose of collective bargaining during the period 120 days prior to the budget submission date so as to agree upon a successor to this Agreement.

4.1.2 Leave for Negotiations: Up to two employees designated by the Union will be allowed release time, without loss of pay or leave credits, for the sole purpose of attending negotiations scheduled by the Town.

5 GRIEVANCE PROCEDURE

Any dispute or grievance arising concerning the interpretation of the terms and conditions of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the following procedure. It is the intent of the procedure to provide for the settlement of difference in a fair and equitable manner at the earliest possible stage.

Step I - Any employee claiming a grievance shall present said grievance to his immediate supervisor, the Superintendent of Highways, personally or through the job steward. The Superintendent of Highways will then render his determination within forty-eight hours.

Step II - Within ten days of a decision at Step I, an aggrieved employee may appeal such decision by presenting the grievance to the Town Board through notification of the Town Clerk. The Town Board shall render its determination in writing within five days.

Step III - The Union may appeal the decision of the Town Board at Step II by filing a written demand for arbitration with the New York State Public Employment Relations Board within ten days of notification of denial. The decision issued by the arbitrator selected by the Public Employment Relations Board shall be final and binding on the Employer and the Union. The expenses, if any, of the arbitration shall be equally borne by the Employer and the Union.

6 EQUIPMENT

6.1 Defective Equipment

6.1.1 Employees shall immediately, or at the end of the workday, report all defects in equipment to the Superintendent of Highways. The Employer shall not require any employee to take out equipment, which has been reported as being in an unsafe condition unless such equipment has been inspected by a mechanic or the Superintendent of Highways and has been repaired or declared to be safe.

6.2 Vehicle & Traffic Law Violations

6.2.1 The Employer shall reimburse the employee for payment of fines levied against the employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicles Law.

6.3 Snow Removal

6.3.1 Two employees shall be required in winged snowplow trucks.

7 PAY PERIOD

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

7.2 Each employee shall be provided a statement of gross earnings and deductions.

8 HOLIDAYS & SUNDAYS

8.1 Designated Holidays: All employees covered hereunder shall be entitled to the following holidays on the day designated by the Town Board at its organizational meeting in January of each year:

- New Year's Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

Employees shall also be granted to three "**floating holidays**". These holidays shall be on days mutually agreed upon by the employee and the Superintendent of Highways.

8.2 Holiday Pay (Not Assigned to Work): A full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

8.3 Holiday Pay (Assigned to Work): A full-time employee who is directed to work on a designated holiday will be paid one and one-half times the employee's regular rate of pay for all hours worked. In addition the employee will be paid "holiday pay" (8.2 above) for that day.

8.4 Sunday Pay (Assigned to Work): Employees will be paid time and one half for all actual hours worked on a Sunday.

8.5 Holiday Pay Requirements: Employees shall be paid for holidays provided they have worked the day before and the day after the holiday, except in cases of personal illness or bereavement where a sick leave day or bereavement leave day has been used, or with express previous permission of the Highway Superintendent.

8.6 Holiday During Scheduled Leave: In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave, paid sick leave, or paid bereavement leave, the employee will receive holiday pay for the day and the employee's other leave credits will not be charged for that day.

9 VACATIONS

9.1 Allowance (front-loaded on anniversary): Employees shall receive paid vacations as follows, which will be credited on the January 1st preceding the employee's anniversary date:

During first year of continuous service (after first six months)	40 hours
During the second through seventh year of continuous service	80 hours
During the eighth through the twelfth year of continuous service	120 hours
During the thirteenth year of continuous service	128 hours
During the fourteenth year of continuous service	136 hours
During the fifteenth year of continuous service	144 hours
During the sixteenth year of continuous service	152 hours
During the seventeenth year of continuous service and thereafter	160 hours

9.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than **ninety calendar days** in the twelve months preceding the anniversary date, *excluding* an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited on the employee's anniversary date will be adjusted on a prorated basis, with 260 days equal to 100%.

9.3 Accumulation: Vacation leave shall not be carried over into the following year.

9.4 Scheduling: Vacation leave will be granted when, at the discretion of the Superintendent of Highways, it shall be convenient to the conduct of department business.

No Employee shall be entitled to vacation time until he or she has worked at least six months from the date of initial employment.

Vacation scheduling preferences shall be given on a seniority basis and at no time shall more than two employees be given vacation time at the same time. Vacation leave will be deducted from an employee's credits in **quarter-hour** increments.

9.5 Call-In During Vacation: Employees required to come into work while on vacation will receive a replacement vacation day for each vacation day worked

9.6 Vacation Pay: Employees going on vacation for a period of one week or longer will receive vacation pay prior to the start of the vacation. Partial weeks will not be paid in advance.

9.7 Termination of Employment: An employee who resigns, retires, is laid off, or is otherwise terminated from employment will receive payment for unused vacation leave at the employee's then current rate of pay. In case of the death of the employee, the Town will pay the employee's estate for any unused vacation leave.

10 SICK LEAVE

10.1 Allowance (front-loaded on January 1st): Employees shall be entitled to a maximum of ten days per year credited on January 1st.

10.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than **ninety calendar days** in a calendar year, *excluding* an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of sick leave to be credited on January 1st will be adjusted on a prorated basis, with 260 days equal to 100%.

10.3 New Employees: An employee who is hired after January 1st in any given year will be credited with 6.67 hours of paid sick leave for each month remaining in that year. Thereafter, the employee will be credited January 1st for use during that year.

10.4 Accumulation: Employees may accumulate sick leave without limit.

10.5 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee's job.

An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours.

Sick leave will be deducted from an employee's credits in **quarter-hour** increments. An employee may take paid sick leave only after it has been credited.

10.6 Family Sick Leave: An employee may use accumulated sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member.

For purposes of family sick leave, "immediate family member" will mean, specifically limited to and without exception, the employee's spouse, child (including step-child and foster child), parent (including step-parent), spouse's parent, and grandchild in the employee's care.

10.7 Medical Verification: A doctor's certificate may be required as proof of illness.

The Town may also require medical verification that the employee is able to return to work with or without restrictions.

10.8 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for accumulated sick leave at the time of retirement.

10.9 Termination of Employment: Upon separation, retirement into the NYS Retirement System, or layoff of more than one year, an employee will be reimbursed for any unused sick leave credits at the rate of \$7.50 per hour. The maximum number of hours that can be cashed-in is 1320 (165 eight-hour days).

This amount shall be added to the employee's last paycheck; or, at the option of the employee, used to purchase additional retirement credit in accordance with regulations of the New York State Retirement System.

An employee who is terminated due to disciplinary action will not receive a settlement for unused sick leave.

An employee laid off for less than one year who is recalled from a lay-off will be re-credited with the amount the employee had accumulated at the time of the layoff.

11 PERSONAL LEAVE

11.1 Allowance (front-loaded on January 1st): A full-time employee will be credited with twenty-four hours of annual personal leave with pay on January 1st of each year for use during that year.

11.2 New Employees: An employee who is hired after January 1st in any given year will be credited with two hours of paid personal leave for each month remaining in that year. Thereafter, the employee will be credited January 1st for use during that year.

11.3 Accumulation: Unused personal days shall be added to an employee's accumulated sick leave on an annual basis.

11.4 Scheduling: An employee must receive prior approval from the Superintendent of Highways, or designee, to take personal leave. The request must be submitted, in writing, at least twenty-four hours in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived.

Personal leave will be deducted from an employee's credits in **quarter-hour** increments.

11.5 Termination of Employment: An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

12 BEREAVEMENT LEAVE

12.1 Immediate Family: In the event of a death of a full-time employee's immediate family member, the employee may take a leave of absence without loss of pay or leave credits for up to **three scheduled workdays** between date of the death and the day after the memorial service.

For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse
- Child (including step-child and foster child)
- Parent (including step-parent)
- Sibling
- Spouse's Parent
- Grandparent
- Grandchild

Unused bereavement leave days may not be accumulated.

12.2 Additional Bereavement Leave: Up to two additional unpaid or two additional days paid from any accrued time the employee has available will be allowed if needed.

13 PENSION PLAN

13.1 All employees covered hereunder shall continue to be covered under the New York State, Retirement System according to the provisions in effect at the time of employment.

14 WORKDAY AND WORKWEEK

14.1 Normal Work Schedule

14.1.1 Workday: The workday shall be eight hours, from 7:00 A.M. to 12:00 and from 12:30 P.M. to 3:30 P.M. unless amended by mutual agreement of the Superintendent of Highways and the men of the department.

14.1.2 Work Breaks: A fifteen-minute work break shall be granted during every four-work-hour period.

14.1.3 Workweek: The workweek shall be from Monday through Friday and shall consist of forty hours.

14.2 Summer Workweek

14.2.1 At the discretion of the Superintendent of Highways, a four-day summer workweek schedule may be implemented for efficient conduct of department business. The commencement and termination dates of such workweek shall be as determined by the Superintendent of Highways.

14.2.2 The summer workweek schedule shall be Monday through Thursday, ten hours per day (6:00 A.M. - 4:30 P.M. or 6:30 A.M. - 5:00 P.M., whichever schedule is selected by the Superintendent of Highways.)

14.2.3 Time off will be calculated in hours instead of days (i.e., one day time off equals ten hours instead of eight hours).

~~If a storm or other highway emergency requires employees to work regular hours (7:00 A.M. - 3:30 P.M.) on a Friday during the summer work schedule, the employees shall receive compensatory time off for such day, instead of time and a half overtime pay.~~

14.3 Overtime

14.3.1 Overtime Rate: Employees shall receive overtime pay at a rate of one and one-half times the regular hourly rate for all hours worked, or paid for, in excess of forty hours in a single week.

14.3.2 There will be a guaranteed workweek of forty hours except for the following: a) The employee's own absence, tardiness or failure to report to work; and, b) a paid holiday, which will be included in the hourly total for the workweek.

14.4 Emergency Call Time Off

14.4.1 Employees who are volunteer firemen or rescue squad members will be paid for work hours during which they are required to attend fire or rescue emergency calls, upon certification by the Superintendent of Highways. If an employee has been out on a lengthy fire or rescue call, he will be granted four hours of paid rest time before returning to work.

14.5 Compensatory Time

14.5.1 In lieu of overtime pay, employees will, at their request, receive compensatory time off, with one hour of overtime work being the equivalent to one and one-half hours of compensatory time off. In any calendar year, an employee may **convert** a maximum of **forty hours** of overtime work into **sixty hours** in compensatory leave credits.

14.5.2 An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay.

14.5.3 Compensatory time off will be granted when, at the discretion of the Superintendent of Highways, it shall be convenient to the conduct of department business.

14.6 Release Time

14.6.1 After twelve straight hours of plowing, and with less than two hours remaining in the regular work shift, the Highway Superintendent may release the employees from work without loss of pay.

14.7 Hazardous Condition Call

14.7.1 Minimum Staffing: If in the discretion of the Highway Superintendent a hazardous condition exists that requires a call in of employees, a minimum of two employees shall be called in.

14.7.2 Call In Minimum: In the event of any call in, regardless of the time actually spent, employees shall be paid a minimum of three hours pay.

15 MEAL ALLOWANCE AND LUNCH AREA

15.1 Meals

15.1.1 Extra Duty: Employees required to work extra duty shall be allowed adequate time for meals while remaining under the work assignment.

15.1.2 Lunch Room: The Employer agrees to establish an area in the Highway Garage for use as a lunchroom by employees as per original designs for the garage.

15.2 Meal Allowance

15.2.1 Employees will be reimbursed **\$10.00** for meals during every three hours actually worked, after a minimum of two hours of overtime is worked within that period.

16 INSURANCE

16.1 Medical Insurance

16.1.1 Eligible Participants: Eligible participants are employees and the employee's eligible family as defined by **Teamsters Local 294 Health & Welfare Fund**, which is currently defined as legally married spouse, children, or other dependent for which the employee is required to support pursuant to Court order.

16.1.2 Date Coverage Begins: Coverage will begin on the first day of employment provided the employee has completed the insurance application. Enrollment in a medical insurance plan is not automatic. An employee must complete the necessary enrollment forms.

16.1.3 Date Coverage Ends: Coverage will end on the last day of the month in which the separation of employment occurs.

16.1.4 Change in Insurance Plans: The Employer shall have the right to change the health insurance carrier during the term of this Agreement as long as the same benefits provided by the present Plan are maintained during the period thereof.

16.1.5 Funding of High Deductible: The Town will fund the full "high deductible" through individual "Health Reimbursement Accounts". [Note: the high deductible for the plan in effect on January 1, 2016 is \$2600 for an individual plan and \$5200 for a two-person or family plan].

16.1.6 Premium Payment (hired before 7-1-2016): For employees hired into a full-time position **before** July 1, 2016 the Town will pay the full premium (**100%**) for individual or dependent coverage (two-person or family, as the case may be).

16.1.7 Premium Payment (hired after 7-1-2016): For employees hired into a full-time position on or **after** July 1, 2016, the Town will pay eighty-percent (**80%**) of the monthly premium for individual or dependent coverage (two-person or family, as the case may be).

Employee premium contributions will be made by payroll deduction. The employee may choose to make payments on a pre-tax basis.

16.2 Medical Insurance Buy-Out

16.2.1 Eligibility: If an employee elects not to receive the group health insurance benefits provided by the Town hereunder, because he or she has obtained substantially similar coverage independently or because of being covered under a spouse's policy, such full-time employee may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits through the Town.

To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

In the event an employee is married to another employee or elected official of the Town who is eligible for medical insurance, they must either enroll in two individual plans or one two-person or family plan, as the case may be, and will not be eligible for this buy-out.

16.2.2 Amount of Buy-Out: The Town will pay the sum of **\$1500** for single person coverage, **\$2500** for two person coverage, and **\$3500** for family coverage.

16.2.3 Method of Payment: Payment of the buy-out will be made in a separate check in the first pay period in December.

16.3 Medical Insurance for Retirees

16.3.1 Eligible Participants: The Town offers a medical insurance and prescription drug plan to full-time employees after such employee retires from Town employment and is receiving pension benefits through the New York State Retirement System.

16.3.2 Retiree's Spouse and Dependents: The retiree's spouse and dependents may participate in the Town's retiree medical insurance program provided the spouse and/or dependents were **enrolled** in the Town's medical insurance program on the retiree's last date of employment with the Town. In the event the **retiree predeceases** the eligible spouse, or in the event of legal separation or divorce, the retiree's spouse **shall not be eligible** to participate in the Town's retiree medical insurance program except as provided by Federal or State law (e.g. COBRA).

16.3.3 Eligibility: To be eligible to participate in the Town's retiree medical insurance program, the retiree must meet all of these requirements:

- 1) have at least **twenty years** of continuous service with the Town of Chatham;
- 2) be at least **fifty-five** years of age;
- 3) have retired directly from the Town; and,
- 4) applied for and been granted a retirement benefit from the New York State Employees' Retirement System.

16.3.4 Insurance Plan: For retirees under age sixty-five, the Town Board will make available the same medical insurance plan and/or prescription drug plan made available to employees in the bargaining unit.

16.3.5 Medicare: Coverage under the medical insurance and prescription drug plan made available through the Town will continue until the retiree meets the eligibility criteria for Medicare, at which time primary coverage will be provided by Medicare and the Town will make available a medical plan and a Medicare Part D prescription drug plan for Medicare-eligible retirees over 65 years of age.

The Town **will** reimburse a retiree on a quarterly basis for the cost of the minimum Medicare Part B premium (excluding any penalties or income adjustments).

16.3.6 Premium Payment (hired before October 1, 2016):

For an eligible retiree who has 30 or more years of service, the Town will pay the full premium (100%) for an **individual** plan and, if applicable, fifty percent of the high deductible.

For an eligible retiree who has 25 years but less than 30 years of service, the Town will pay **eighty percent** (80%) of the premium for an **individual plan** and, if applicable, fifty percent of the high deductible. The retiree must pay the remaining twenty percent of the premium before the first of each month for which the premium is due.

For an eligible retiree who has 20 years but less than 25 years of service, the Town will pay **fifty percent** (50%) of the premium for an **individual plan** and, if applicable, fifty percent of the high deductible. The retiree must pay the remaining fifty percent of the premium before the first of each month for which the premium is due.

16.3.7 Premium Payment (hired after October 1, 2016):

For an eligible retiree who has 30 or more years of service, the Town will pay **seventy-five percent (75%)** of the premium for an **individual plan** and, if applicable, fifty percent of the high deductible. The retiree must pay the remaining twenty percent of the premium before the first of each month for which the premium is due.

For an eligible retiree who has 25 years but less than 30 years of service, the Town will pay **fifty-five percent (55%)** of the premium for an **individual plan** and, if applicable, fifty percent of the high deductible. The retiree must pay the remaining twenty percent of the premium before the first of each month for which the premium is due.

For an eligible retiree who has 20 years but less than 25 years of service, the Town will pay **forty percent (40%)** of the premium for an **individual plan** and, if applicable, fifty percent of the high deductible. The retiree must pay the remaining fifty percent of the premium before the first of each month for which the premium is due.

17 DISABLED EMPLOYEES

17.1 Workers' Compensation (job related injury or illness)

17.1.1 Use of Leave Credits: An employee may draw from the employee's sick leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

The employee is entitled to retain any Workers' Compensation benefits for any period for which sick leave, personal leave, or vacation leave is not paid.

17.1.2 Continuation of Medical Insurance: The Town will continue medical insurance coverage for an employee who is receiving Workers' Compensation benefits in accordance with the participation agreement with the Teamsters Local 294 Health & Welfare Fund.

17.2 Disability Leave (off-the-job illness or injury)

17.2.1 Continuation of Medical Insurance: The Town will continue medical insurance coverage for an employee who is absent due to an off-the-job injury or illness in accordance with the participation agreement with the Teamsters Local 294 Health & Welfare Fund.

18 COMPENSATION

18.1 Wages and Step Schedule

Wages shall be paid in accordance with the Wage Schedule attached hereto as "SCHEDULE A".

There is no wage increase for calendar year 2017.

Effective January 1, 2018, the wage schedule will be increased by 2%.

Effective January 1, 2019, the wage schedule will be increased by 2%.

Effective January 1, 2020, the wage schedule will be increased by 2%.

The two percent wage increases shall apply to all steps and positions within the 10-year step schedule as well as all other employees/positions above 10 years within the bargaining unit.

There are ten pay steps within each job description category. Such steps shall be equivalent to one year of seniority.

Each employee shall receive the wage as set forth in Wage Schedule A based upon his/her pay step/year of seniority.

All new hires shall begin at Step 1 of his/her job category description.

Each employee with a start anniversary date prior to October 1st each year, shall receive his/her step advancement for that year as if hired on January 1st; effective January 1st of that year.

Those with a start anniversary date of October 1st or later, shall be promoted to the appropriate step upon reaching that anniversary date.

Any promotion to a higher Step does not carry over years of service for the purpose of determining any other seniority-based benefit.

Promotion to higher class/level, regardless of years of service in current class/level ("step"), made to step which results in increase in current rate (i.e. do not carry over years of service).

18.2 Longevity Bonus

Each employee upon attaining seniority beyond Step 10 shall be compensated an additional lump-sum bonus and shall be awarded annually (on the anniversary date), as follows:

Start of 11 through 14 years of service	\$1000
Start of 15 through 19 years service	\$1500
Start of 20 until separation	\$2000

19 APPLICATION OF AGREEMENT

19.1 Legislative Action

IT IS AGREED 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.

19.2 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF CHATHAM

TEAMSTERS LOCAL 294

Maria Lull
Town Supervisor

John Bulgaro
President

Date

Date

Bob Balcom
Town Board

Mike Degano
Business Agent

Date

Date

Michael A. Richardson
Municipal Consultant - Labor Relations

Richard O'Dell
Shop Steward

Date

Date

SCHEDULE A

2017	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Job Rate
Working Foreman	\$19.44	\$19.74	\$20.03	\$20.32	\$20.62	\$20.98	\$21.29	\$21.68	\$21.99	\$22.34
Mechanic	\$18.77	\$19.05	\$19.34	\$19.66	\$19.96	\$20.31	\$20.65	\$20.98	\$21.32	\$21.67
MEO	\$18.08	\$18.36	\$18.68	\$18.97	\$19.28	\$19.61	\$19.96	\$20.31	\$20.63	\$20.98
Laborer	\$14.33	\$14.64	\$14.93	\$15.24	\$15.55	\$15.91	\$16.22	\$16.57	\$16.91	\$17.07
2018	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Job Rate
Working Foreman	\$19.83	\$20.13	\$20.43	\$20.73	\$21.03	\$21.40	\$21.72	\$22.11	\$22.43	\$22.79
Mechanic	\$19.15	\$19.43	\$19.73	\$20.05	\$20.36	\$20.72	\$21.06	\$21.40	\$21.75	\$22.10
MEO	\$18.44	\$18.73	\$19.05	\$19.35	\$19.67	\$20.00	\$20.36	\$20.72	\$21.04	\$21.40
Laborer	\$14.62	\$14.93	\$15.23	\$15.54	\$15.86	\$16.23	\$16.54	\$16.90	\$17.25	\$17.41
2019	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Job Rate
Working Foreman	\$20.23	\$20.54	\$20.84	\$21.14	\$21.45	\$21.83	\$22.15	\$22.56	\$22.88	\$23.24
Mechanic	\$19.53	\$19.82	\$20.12	\$20.45	\$20.77	\$21.13	\$21.48	\$21.83	\$22.18	\$22.55
MEO	\$18.81	\$19.10	\$19.43	\$19.74	\$20.06	\$20.40	\$20.77	\$21.13	\$21.46	\$21.83
Laborer	\$14.91	\$15.23	\$15.53	\$15.86	\$16.18	\$16.55	\$16.88	\$17.24	\$17.59	\$17.76
2020	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Job Rate
Working Foreman	\$20.63	\$20.95	\$21.26	\$21.56	\$21.88	\$22.26	\$22.59	\$23.01	\$23.34	\$23.71
Mechanic	\$19.92	\$20.22	\$20.52	\$20.86	\$21.18	\$21.55	\$21.91	\$22.26	\$22.62	\$23.00
MEO	\$19.19	\$19.48	\$19.82	\$20.13	\$20.46	\$20.81	\$21.18	\$21.55	\$21.89	\$22.26
Laborer	\$15.21	\$15.54	\$15.84	\$16.17	\$16.50	\$16.88	\$17.21	\$17.58	\$17.95	\$18.11