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AGREEMENT BETWEEN
GATES HIGHWAY DEPARTMENT
and
TEAMSTERS LOCAL UNION NO. 118

January 1, 2004 – December 31, 2005



RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

6-11-05
L.L. 118
11-11-05

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THIS AGREEMENT

entered into this 1st day of January 2004, by and between

THE TOWN OF GATES
(hereinafter referred to as the "Employer")

and

TEAMSTERS LOCAL UNION NO. 118
(hereinafter referred to as the "Union").

ARTICLE 1 **RECOGNITION**

Section 1

The Employer recognizes the Union as the sole and exclusive representative for all employees described in Article 2 for the purpose of Collective Bargaining and processing of grievances for the maximum period defined by the Taylor Act.

Section 2

The Employer agrees to deduct the regular monthly dues of the Union from the pay of each employee who have furnished it with a written authorization form. Such deduction shall be made from the last payment in each month and shall be remitted to the Union promptly thereafter. An employee who executes a written authorization form shall have dues deducted, or in the alternative the agency fee deducted, for the term of this Agreement.

Section 3

The Union hereby agrees to hold the employee harmless for any and all damages it may sustain as a result of making the payroll deductions provided in this Article.

Section 4

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

ARTICLE 2 **COLLECTIVE BARGAINING UNIT**

Section 1

The unit shall consist of all regular full-time laborers, mechanical equipment operators, mechanics, Working Foremen, dispatcher/clerk, account clerk and heavy equipment operators in the Employers highway department; excluded shall be the Superintendent of highways, seasonal, and all other employees of the Employer.

Section 2

For purposes of this Agreement, seasonal employees shall be defined as an employee hired for any number of hours of work per week, but whose total employment period will not exceed sixty (60) work days. A monthly list of all seasonal employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. The list shall include:

1. The employee's name and address.
2. The employee's social security number.
3. The dates the employee worked.
4. The classification of work performed.

The Employer agrees that seasonal employees will not be utilized to replace permanent employees. It is intended that such employees be classified as Labor I.

In the event a seasonal employee works more than one hundred twenty (120) days in one year, that employee will be placed on the bottom of the seniority list and be considered a regular employee.

Section 3

A full-time employee is an employee who works twenty (20) hours or more per week.

Section 4

Also excluded shall be temporary employees employed during a storm emergency. The duration of employment of such temporaries shall be limited to the storm emergency.

ARTICLE 3

BULLETIN BOARDS

The Union shall have access to a locked, enclosed bulletin board (designated by the Employer) for the purpose of posting notices, with a key to be given to the Union Steward. No such notice shall be inflammatory or directed against the Employer or its representatives. Such notices shall be limited to notices of Union functions or notice of Union elections or election results.

ARTICLE 4

JOB STEWARDS

Section 1

The Employer recognizes the right of the Union to designate up to two (2) job stewards and one (1) alternate. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- A. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement;
- B. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:
 - a. have been reduced to writing; or
 - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods or any other interference's with the Employers business.

Section 2

Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business.

Section 3

The Employer recognizes these limitations upon the authority of the Job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Steward has taken unauthorized strike action, slowdowns or work stoppages in violation of this Agreement.

Section 4

The Steward shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily or weekly overtime. Stewards shall be allowed up to one (1) hour during a work day to handle each grievance, except that the Steward shall not leave an emergency work situation to process such grievance.

ARTICLE 5

MANAGEMENT RIGHTS

The Employer retains the sole and exclusive right to manage and direct its operations and work forces subject only to such specific limitations upon the exercise of these rights that may be set forth elsewhere in this Agreement.

ARTICLE 6

PAST PRACTICES

The following practices shall be continued during the term of this Agreement:

- A. One-half hour break in the morning 9:00 a.m. to 9:30 a.m.
- B. Plow operators assigned to the truck that they have had, when operating.
- C. Fuel and wash-up time 11:45 a.m.; ½ hour lunch 12:00 p.m. to 12:30 p.m.; fuel and wash-up time 3:15 p.m.; punch out time 3:30 p.m.
- D. Snow emergency, coffee if wanted every four (4) hours. There will be a fifteen (15) minute rest period every four (4) hours during a declared snow emergency, with the understanding that the Highway Superintendent, Foreman or Crew Chief will be allowed to determine.
- E. If due to the work load it becomes necessary to work through the lunch hour, employees will be allowed to go home one-half hour earlier. It is understood that the Highway Superintendent or Foreman or Crew Chief will be the person to determine if, in fact, it is necessary to work through the lunch hour.
- F. Clerks for winter watch to be hired from highway garage.
- G. The Town is to supply vehicles in order for the employee to take a road test for the Class III license.

ARTICLE 7

HEALTH INSURANCE

Section 1

The Employer will continue to pay the premium, for providing to each employee covered under this Agreement, a minimum guaranteed death benefit insurance policy issued in conjunction with the New York State Retirement System, Section 360 (B), which amount shall be three (3) years salary, not to exceed twenty-thousand dollars (\$20,000.00).

Section 2

Employees will contribute to their health insurance plan in the following manner: all seniority employees will contribute \$20.00 per month for coverage under the New York State Teamsters Council Health & Hospital Fund.

Section 3

Effective January 1, 2004 or as soon as practical thereafter, the Employer agrees to contribute for regular full-time employees to the presently established Trust Fund, namely, the New York State Teamsters Council Health and Hospital Fund. Provisions of this Article are to remain in accordance with the New York State Teamsters Council Health Fund Stipulation.

The Health Benefits that will be provided by the Teamsters Health Plan - Composite Schedule, are as follows:

Supreme Medical and Prescription Drug Plans
Option 1 Dental Plan
Vision Plan

These benefits will be provided in accordance with the Fund rules.

The Health and Hospital Fund shall be open to participation by any employees who are not members of the Union working for the Town of Gates, provided all such employees are covered under the rules, regulations and other requirements that are, or may be, required by the trustees.

Payment to the Fund must be paid by the Employer during employee vacations.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Hospital Fund during that period of absence.

The Company agrees to pay the following rates for all regular full-time employees:

Effective January 1, 2004 \$166.30 per week.
Effective January 1, 2005 \$181.00 per week

ARTICLE 8

HOURS OF WORK

Section 1

The regularly scheduled work week for employees shall be forty (40) hours, Monday through Friday, except for clerking.

Section 2

Employees shall receive time and one-half of their base rate for each hour worked in excess of forty (40) hours actually worked in a work week. All hours worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half (1 ½) of the regular hourly rate and for each hour worked in excess of forty (40) hours actually worked in a work week. Holiday and Vacation time shall be included as hours worked.

Section 3

Employees who are called in to work at a time other than their regular shift are to receive call-in-pay in the amount of three (3) hours minimum, in addition to their regular eight (8) hour shift. If more than three (3) hours are worked, the employee shall be paid for actual hours worked. It is understood that the employee is also granted his/her regular eight (8) hour shift.

ARTICLE 9

HOLIDAYS

Section 1

The following days are paid holidays:

NEW YEARS DAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
LABOR DAY
VETERAN'S DAY
CHRISTMAS DAY
COLUMBUS DAY

LINCOLN'S BIRTHDAY
GOOD FRIDAY
INDEPENDENCE DAY
ELECTION DAY
DAY AFTER THANKSGIVING
MARTIN LUTHER KING DAY

Section 2

When a holiday falls on an employee's vacation period, the employee shall receive one additional day's pay for the holiday.

Section 3

Holidays shall be celebrated on the same days that the County of Monroe celebrates holidays, except that Lincoln's and Washington's Birthdays and Martin Luther King Day shall not be celebrated on such days but shall be used as floating holidays, to be used at Thanksgiving or Christmas time. Employees shall not be eligible for floating holidays until they have been employed three (3) calendar months. Employees shall notify their Employer at least one calendar week in advance of their desire for a floating holiday and will be mutually agreed upon.

Section 4

Holiday pay shall be eight (8) times the employee's regular hourly rate. The holiday, for purposes of this Article, shall mean the date it is celebrated beginning at 12:01 a.m. and ending at 12:00 p.m. midnight.

Section 5

Employees required to work on any above mentioned holidays shall receive one and one-half times pay. For all hours worked on Christmas Day, New Year's Day or Thanksgiving Day, shall be paid at double time plus holiday pay. Should an employee work an excess of eight (8) hours on any holiday, he/she shall be paid at the rate of double time for all hours in excess of eight (8).

Section 6

Employees will be allowed to take the day before or the day after a holiday off, with or without pay, if authorized by the Company and will still be entitled to pay for said holiday.

ARTICLE 10

SICK LEAVE

Section 1

Sickness for purposes of this Article shall mean that an employee is sick and unable to work on a regularly scheduled work day for which he or she requests payment for sick leave, either as a result of illness or injury.

Section 2

All employees shall be allowed one (1) day for each of the first eleven (11) months of the year making a total of eleven (11) days sick leave for each year. In addition, after one (1) year of employment, an employee will earn additional sick leave days at the same rate, accumulated together with any unused personal leave days to a maximum of ninety (90) days. To earn such days, the employee must actually work at least 50% of his or her regularly scheduled work days, exclusive of vacations.

Section 3

When an employee must go home due to illness he/she shall be paid the difference between time worked and eight (8) hours. Time paid for sick leave will be deducted from total sick days. Example:

2 hours worked	6 hours paid sick leave
4 hours worked	4 hours paid sick leave
6 hours worked	2 hours paid sick leave

Any earned unused sick leave shall be paid the employee if he/she retires.

Section 4

An employee will not be required to produce a physician's certification of illness or fitness to return to work except that the Employer may require such certificate if the absence is for three (3) or more days.

Section 5

Employees will be paid for all accrued unused sick and personal days upon retirement from employment.

ARTICLE 11

DEATH IN THE FAMILY

In the event of the death of an employee's spouse, child, mother, father, brother, sister, mother-in-law or father-in-law, the employee shall be permitted three (3) working days with pay provided that such days consist of the day of the funeral and day immediately preceding and following the day of the funeral and also providing that such are regularly scheduled work days of the employee. One working day with pay, provided it is a regular scheduled working day of the employee, shall be allowed for the day of the funeral in the event of the death of other relatives not listed above.

If an employee attends a funeral that is over 150 miles from home, the employee will be given an extra day with pay for travel.

ARTICLE 12

JURY DUTY

Section 1

Any employee who has been called for jury duty shall be compensated by the Employer the amount of money necessary to equal the difference between the employee's regular pay and the compensation such employee received for jury duty. If an employee serves on jury duty for five (5) days, Monday through Friday, and is required to work the Saturday or Sunday of such week, he shall receive the overtime rate. An employee excused from jury duty service shall report to work at the beginning of his/her regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such services.

Section 2

When an employee receives a notice that he/she is to report for jury duty, the employee shall notify his/her supervisor immediately. An employee summoned to jury duty will cooperate with the Employer in a request for deferral of, or an excuse from jury duty whenever, in the Employer's judgment, such request is appropriate.

Section 3

Any employee on jury duty shall be considered the same as being at work.

ARTICLE 13

FIRE EMERGENCY

Employees who are volunteer members of a fire department shall not receive a deduction in any pay for lost time necessitated by their responding to a structure fire emergency or community service emergency during working hours. The employee shall return to work if the fire emergency ends prior to the end of the working day. Employees must submit documentation of attendance at the fire emergency or community service to their Supervisor to be paid for such time period.

ARTICLE 14

JOB POSTING AND PROMOTION

Whenever a job title opening within the Bargaining Unit occurs in a non-competitive class job, such opening will be posted in the Highway Department for a period of five (5) working days. Any employee in the department may submit a written bid for the job provided he/she does so within the five (5) day posting period. The most qualified employee to bid the job will be given the position. When two or more equally qualified employees bid the job, the employee with the most seniority will be given the job. Qualification to perform the job shall be determined by the Union and the Employer.

The Town agrees to promote from within the Bargaining Unit when filling any vacancies and agrees to improve on-the-job training.

ARTICLE 15

SENIORITY

Section 1

This Article shall apply only to non-competitive Civil Service employees covered by this Agreement. All competitive class Civil Service employees will be covered by New York State Civil Service Law.

Section 2

Employees coming into the Highway Department from other departments within the Town will have a seniority date from their 1st date within the Highway Department and will not carry over their previous seniority date prior to entering the Highway Department. Total years of service will be recognized for benefit purposes only (i.e. vacation, retirement, etc.)

Seniority means an employee's length of continuous service with the Employer, within the department, since his/her last date of hire. There shall be no seniority among probationary employees.

Work assignments shall be made within classification after consideration of the following:

- Needs of the Department
- Qualification of Worker
- Special Training and Skills
- Experience
- Seniority - within the department

In all cases, the work assignments shall be made compatible with the proper operation of the Highway Department. In no event shall a work assignment be made for disciplinary reasons.

Section 3

An employee's continuous services and all of his seniority rights shall be terminated by any of the following:

- A. Voluntary quit
- B. Discharge for cause
- C. Retirement
- D. Failure to report to work for three (3) consecutive working days without prior notification to the Employer of the reasons therefore, considered a voluntary quit beginning with the first day of such absence.
- E. Failure to return from an approved leave of absence on the scheduled date for return.
- F. Lay-off for a period of one (1) year.
- G. Continuous sick leave, paid or unpaid, for a period of twelve (12) calendar months, providing it is not a compensation case.
- H. Failure to report for work on the scheduled date after recall from layoff, providing the employee has one (1) week notice by registered mail.

Section 4

Employees shall be laid off in reverse order of their total department seniority within the job classification to which they are then assigned, provided that the Employer shall not be required to retain any employee because of seniority who is not qualified by training or physical ability and experience to perform the available work. A laid off employee may only bump the lowest seniority employee in the department and further provided that the laid off employee can perform such job.

Section 5

The recall of employees shall be on the basis of their total department seniority, provided that the Employer shall not be required to recall any employee because of seniority who is not qualified by training, physical ability and experience to perform the available work. Recall shall be to any available work which the employee is qualified to perform.

Section 6

The Employer will notify the Union in writing of the employee (s) to be laid off and recalled. If the Union should raise an objection, the parties will mutually agree on the employee to be laid off or recalled. If mutual agreement is not achieved within five (5) working days of the written notice, the Employer may act to effectuate the layoff and recall and the Union may grieve the act.

Section 7

The qualifications necessary for the work shall be set forth in job descriptions.

Section 8

Employees bumping into or being recalled to a job will be paid the rate of his/her original classification.

Section 9

The Employer will make on the job training available to the employee. No formal structured training will be offered, but the Employer will work with the employee to increase skills and efficiency.

ARTICLE 16

PERSONAL , MILITARY & FAMILY LEAVE

Personal Leave

All employees will be given two (2) personal leave days with pay each calendar year, to be mutually agreed between the employee and the Employer after ninety (90) days employment. These days are to be used for personal business which cannot be accomplished outside the employee's normal working hours. Any unused personal leave days shall be added to the employee's accumulated sick leave days, subject to the maximum in Article 10.

Leave of Absence

Full-time employees are eligible for an extended period of time off without pay for up to one (1) year with the approval of the Town Board. Such matters may deal with pursuing educational goals, personal matters, health reasons, special assignments in government, charity, or research. Such requests shall be submitted through the employee's department head and to the Town Board for authorization. The Town Board has full discretion in such matters and may approve or deny such requests upon the merits of the request, the employee's past performance and the impact of losing the employee's services.

Military Leave

Should an employee be required as a reservist or National Guard member to serve on active duty, he/she is eligible to receive the difference between military pay and regular wages. Steps will be taken to continue to provide all benefits not covered by the Military. It is the employee's responsibility to inform his/her department head of any military obligation and to provide documentation of such orders, if necessary.

Family and Medical Leave

It is agreed that nothing in this Agreement shall, in any way or to any extent, interfere with or prevent the Company from fully complying with all of the provisions of the Family and Medical Leave Act of 1993, as may be amended from time to time ("Family and Medical Leave Act").

Notwithstanding anything in this Agreement to the contrary, to the extent that any of the terms and conditions of this Agreement are inconsistent in any situation with the rights of the Company under the Family and Medical leave Act, such terms and conditions of this Agreement shall be deemed modified in that particular situation to permit full compliance with

and the full exercise of the employee's and the Company's rights under the Family and Medical Leave Act. To the maximum extent permitted under the Family and Medical Leave Act, the Company shall have the right to require the employee to take any other leave available under the circumstances during the period of (concurrent with) any Family and Medical Leave Act leave, and the employee shall have the right to take such other available leave concurrent with any Family and Medical Leave Act leave. The Family and Medical Leave Act shall be considered as a part of this Agreement, as if fully set forth in this Agreement, and shall be interpreted in any Arbitration under this Agreement in a manner consistent with the decisions of the courts interpreting the Family and Medical Leave Act.

ARTICLE 17

VACATIONS

Section 1

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

REQUIRED SERVICE

1 year
5 years
10 years
15 years
25 years

TIME OFF

2 weeks
3 weeks
4 weeks
5 weeks
6 weeks

Section 2

The employee's paycheck for his/her earned vacation shall be given to the employee prior to the start of his/her vacation, provided that a request for said paycheck is made at least two (2) weeks prior to the employee's vacation date.

Section 3

Senior employees shall be given preference in the selection of vacation period where consistent with work schedules.

Section 4

Any employee eligible for vacation whose employment has terminated for any reason whatsoever, shall nevertheless receive a pro-rated vacation.

Section 5

Employees shall be able to take vacation one day at a time with the approval of the Employer as enjoyed in the past.

ARTICLE 18

PROBATIONARY PERIOD

Employees shall be considered probationary during the period prescribed by the Civil Service Law and Rules, or, if there is no such provision, for the first three (3) months of employment. There shall be no recourse to this Agreement in the event of termination in a probationary period.

ARTICLE 19

ARBITRATION & GRIEVANCE PROCEDURE

Section 1

In the event that any difference or dispute should arise between the Employer and the Union or its members employed by the Employer, or the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

- A. Between the aggrieved employee with a Steward and the immediate Supervisor - a written statement must be filed within seventy-two (72) hours, which shall consist of three (3) scheduled working days, of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then;
- B. Between the Union Business Agent and the Town Supervisor - if no satisfactory agreement is reached within an additional five (5) working days, the procedure in Section 2 of this Article shall apply.

Section 2

If any grievance or dispute over the interpretation or application of the terms of this Agreement cannot be satisfactorily settled, the grievance may be submitted within ten (10) working days of completion of Section 1 (B) by either party for arbitration to the Public Employment Relations Board pursuant to PERB's rules. The arbitrator shall have no power or authority to add to, subtract from or modify any provision of this Agreement. Nothing herein shall be construed to allow the arbitrator to usurp or otherwise derogate from the power and authority given by law to the Town Board except as provided in this Agreement. The arbitrator's decision shall be final and binding upon all parties. The fees and expense of the arbitrator and the cost of the hearing room shall be shared equally by the Employer and the Union.

Section 3

The Employer shall not discipline any employee without just cause, but in respect to discipline, shall give all notices of any infraction against such employee to the employee in writing, and a copy of the same to the Union and the Job Steward affected. All parties agree to follow the grievance procedure step-by-step as outlined in this Article.

ARTICLE 20

UNIFORMS

Section 1

The Employer agrees to furnish and provide cleaning for uniforms. The design, purchase or rental and the cleaning service of such uniforms shall be the sole prerogative of the Employer. Uniforms as used herein shall mean work pants and shirts only. The Employer is to provide five (5) orange T-Shirts per employee per year. The Employer is to work off state bid for work clothes (for Carharts, etc.) for employees. Employees to pay for cost of purchase.

The Town will provide uniforms or coveralls for all employees, including work jackets, if requested. If such uniforms are provided and not worn by the employee(s) for more than one (1) week, then such uniforms for said employees will be cancelled and not available for the balance of this Agreement.

Employees who do not wish to wear uniforms shall so notify the Employer in writing. After such notification and for the balance of the term of this Agreement, the Employer shall have no other obligation to supply such employees with uniforms.

Section 2

Upon termination, employees shall return all uniforms or be liable for the value of such items.

Section 3

The Employer agrees to pay the sum of \$145.00 towards the purchase of safety shoes for each employee during year one (1) of this Contract and \$155.00 during year two (2) of this Contract, during the term of this Contract. The type of safety shoe is to be determined by the Employer. All Unit employees must wear their safety shoes while on the job. Safety shoes may be purchased by the employee at a store of his/her choice. The number of pairs of shoes is not limited. Upon submission of receipt (s), the employee will be reimbursed.

Section 4

The Employer will provide safety glasses. Allowance for replacement of prescription, if broken on the job, will be provided if not covered by insurance. Replacement allowance is to be paid only once during the lifetime of this Agreement. A maximum of \$100.00 will be paid upon submission of receipt.

ARTICLE 21

MISCELLANEOUS

Section 1

Non-Discrimination

The Employer and Union agree that there shall be no unlawful discrimination on the basis of race, creed, color, national origin, sex, age or disability, as provided by the provisions of State and Federal law. Any alleged unlawful employment discrimination shall be processed under the provisions of State and Federal law and shall not be subject to the Arbitration and Grievance procedure of this Agreement.

Section 2

Savings Clause

Should any provisions of this Agreement be declared unlawful by any court of competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to re-negotiate on the issue declared unlawful.

Section 3

No rule, regulation or policy of the Employer shall vary or supersede an express provision of this Agreement.

Section 4

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.

ARTICLE 22

RETIREMENT

Section 1

The Employer shall provide the following retirement plans in accordance with New York State Law:

- A. For those employed on or before June 30, 1973, or Tier 1 employees: New York State Retirement Plan 75-I (eligible retirement age 55 with 1/60 final average salary for each year of service) and 60-B (death benefits).
- B. For those employed on or after July 1, 1973, or Tier 2 employees: New York State Retirement Plan 75-I (eligible retirement age 62 with 1/60 highest years salary for each year of service) and death benefit one month salary for each year of service but no more than a total of three (3) years.

- C. For those employed on or after July 1, 1976, or Tier 3 employees: New York State Retirement Plan Article 14 Co-Esc; death benefit three (3) times final rate of pay up to a maximum of \$50,000.00.
- D. For those employed on or after September 1, 1983, or Tier 4 employees: New York State Retirement Plan Article 15, death benefit/ordinary death benefit, or death benefit 2.
- E. Employees will be allowed to bank ninety (90) days to count as time worked towards retirement.

Section 2

Tier 1 and 2 employees shall make no retirement contributions. Tier 3 employees shall be required to contribute to the retirement plan for which they qualify.

Section 3

Employees who retire after twenty-five (25) consecutive years of service shall have their medical insurance paid for the rest of their lives, starting at age fifty-five (55). This medical insurance also includes the employee's spouse.

This insurance will be the same as the insurance provided to current employees or that of an equal plan.

Section 4

Medical insurance will be provided for the employee and his/her spouse if the employee retires with ten (10) consecutive years or more of employment with the Town of Gates and is at least 62 years of age.

ARTICLE 23

AGENCY SHOP

Union Recognition

All present employees who are members of the Local Union on the effective date of this sub-section or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union as a condition of employment. Union membership, for purposes of this Agreement, is required only to the extent that employees must pay either: (i) the Union's initiation fees and periodic dues or (ii) service fees, which in the case of a regular service fee payer, shall be equal to the Union's initiation fees and periodic dues; and in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities.

All present employees who are not members of the Local Union and all employees who are hired hereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day following the effective date of this sub-section, or the date of this Agreement, whichever is the later.

Effective January 1, 1988, all present and new full-time employees hired by the Town Highway Department shall, as a condition of employment, within ninety (90) days of employment, pay or tender to the Union an amount equal to the periodic Union dues until the termination of this Agreement.

Employees removed from the payroll for any reason shall, as a condition of employment, within ninety (90) days after returning to the payroll, pay or tender to the Union, an amount equal to the periodic Union dues until the termination of this Agreement.

ARTICLE 24

WAGES

Section 1

Effective January 1, 2004, the hourly wage rates shall be as follows:

Job Classification	2004	2005
Labor I	\$9.98	\$10.28
Labor II	\$12.26	\$12.62
Labor III	\$15.71	\$16.18
MEO I	\$16.97	\$17.48
MEO II	\$18.75	\$19.31
MEO III	\$22.00	\$22.66
Mechanic	\$21.81	\$22.46
Lead Mechanic	\$22.87	\$23.55
Dispatcher/Clerk	\$10.16	\$10.46
Account Clerk	\$16.71	\$17.21
HEO	\$21.17	\$21.80
Working Foreman	\$23.34	\$24.04

Dispatcher/Clerk will be paid per classification or new hire rate for clerks, as listed above.

Mechanics are to be paid an extra \$.05 per hour for tool allowance.

Section 2

The entry rate will be \$.50 per hour less than the job rate for each classification.

Section 3

If Town employees receive any increase the second year of this Contract, the Highway Department will automatically receive such increase. If Town employees do not receive a minimum of 3% increase, it is agreed that this Contract will be re-opened the second year to negotiate wages.

ARTICLE 25

LONGEVITY BONUS

Employees covered by this Agreement shall be entitled to the following longevity pay:

Years of Service	Effective 1/1/2004	Effective 1/1/2005
1	\$0.00	\$0.00
2	\$0.00	\$0.00
3	\$0.00	\$0.00
4	\$0.00	\$0.00
5	\$450.00	\$475.00
6	\$500.00	\$525.00
7	\$525.00	\$550.00
8	\$550.00	\$575.00
9	\$575.00	\$600.00
10	\$675.00	\$700.00
11	\$700.00	\$725.00
12	\$725.00	\$750.00
13	\$750.00	\$775.00
14	\$775.00	\$800.00
15	\$875.00	\$900.00
16	\$900.00	\$925.00
17	\$925.00	\$950.00
18	\$950.00	\$975.00
19	\$975.00	\$1,000.00
20	\$1,075.00	\$1,100.00

In addition to the longevity bonus, there will be a one time payment to all full-time seniority employees. This payment will be in the amount of \$300.00 for 2004 and \$100.00 for 2005.

Longevity Bonus shall be credited on the anniversary date of employment to the employee and shall be paid in a lump sum on the 25th pay period of each year of the Agreement.

An employee's longevity eligibility year shall be defined as having had more than six (6) months service in that year, should the employee retire, quit, be discharged or on layoff.

ARTICLE 26

RETROACTIVITY

It is agreed that if this Agreement is not renewed on or before the expiration date, whatever increase in wages that is eventually agreed upon, shall be retroactive to the date of expiration, and all current contributions to the Health and Hospital Fund shall continue to be made.

ARTICLE 27

HUMAN DIGNITY CLAUSE

The Employer agrees that neither it, nor its agents, shall threaten, coerce, disparage, curse, or denigrate Bargaining Unit employees, their families or acquaintances; and the Union agrees that neither it, nor its agents, shall threaten, coerce,

disparage, curse, or denigrate Town of Gates Supervisory, or other non-bargaining unit employees, their families, or acquaintances.

In the event that there is a violation of this covenant by either party, the remedy shall be issuance of a written apology to the affected employee (s). Such apology shall be issued by the Town of Gates Highway Superintendent if for the Town, and by the Business Agent of Teamsters Local 118, if for the bargaining unit.

ARTICLE 28

OVERTIME

1. Except as otherwise provided, compensatory time off only (at the rate of time and one half) shall accrue to all full time seniority employees who work in excess of eight (8) hours in a work day or forty (40) hours in a work week. Such compensatory time off shall be utilized within the following six (6) pay periods in which it is earned, unless the employee is prevented by the Town Highway Superintendent from doing so, in which event, the maximum accrual of compensatory time shall not exceed forty (40) hours.
2. All time worked in excess of forty (40) hours within a work week or in excess of eight (8) hours in a day shall be applied per Article 8.
3. Hours worked in excess of forty (40) per week may be converted to compensatory time in lieu of cash overtime. The employee must take this election at least one week prior to submission of hours worked for payroll processing. The total maximum accumulation of compensatory time in lieu of cash payment of overtime in the calendar year is ten (10) hours. On December 1st of each year, any unused compensatory time up to ten (10) hours shall be paid on the first pay period following December 1st. Any compensatory time not paid in December, may be rolled over into the next year, as long as the maximum total of hours does not exceed forty (40).
4. Compensatory time taken off must be mutually agreed to between the Town Highway Superintendent and the employee.

ARTICLE 29 TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2004 and shall continue in full force and effect until December 31, 2005.

IN WITNESS THEREOF, the parties have hereunto affixed their hands and seals this

8th day of SEPTEMBER, 2004.

TEAMSTER'S LOCAL UNION #118

BY: 

**TITLE: Secretary-Treasurer,
Business Agent**

BY: 

TITLE: Union Steward

TOWN OF GATES

BY: 

TITLE: Town Supervisor