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#### Contract Database Metadata Elements

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Union: **International Brotherhood of Teamsters (IBT)**

Local: **693**

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# AGREEMENT

BC/7411

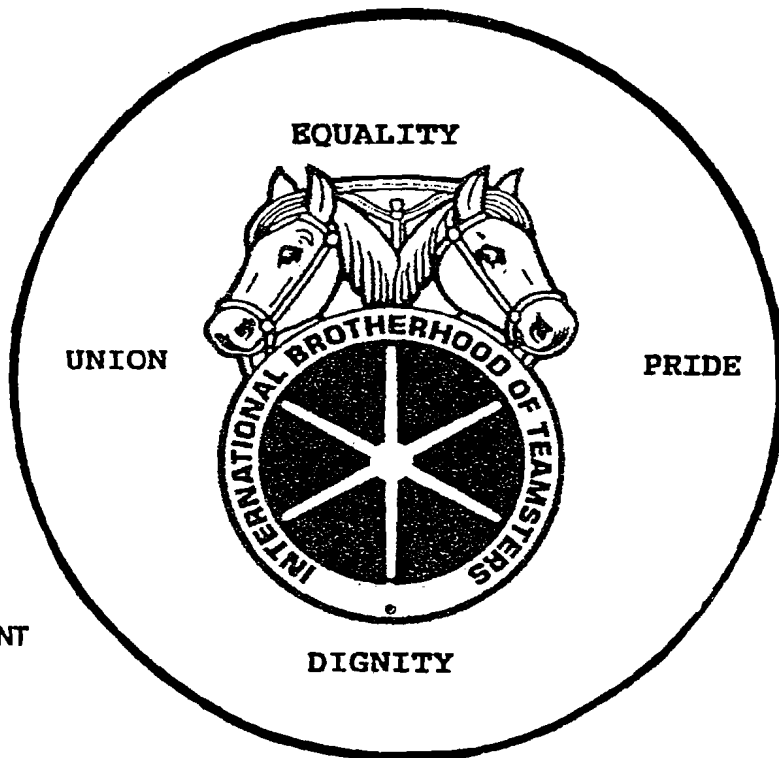
by and between

*Teamsters*

Local Union No. 693

and

**TOWN OF MEREDITH**

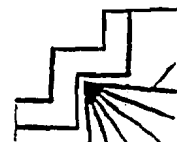
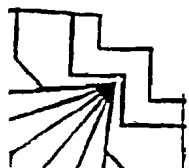


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JANUARY 1, 2009 - DECEMBER 31, 2011



**TOWN OF MEREDITH**

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**THIS AGREEMENT** made and entered into the **first day** of **JANUARY, 2009** by and between the **TOWN OF MEREDITH** and **TEAMSTERS LOCAL UNION #693**, affiliated with the **International Brotherhood of Teamsters**.

**WITNESSETH**

**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.**

NOW THEREFORE, the **TOWN OF MEREDITH** and **TEAMSTERS LOCAL UNION #693**, acting by and through their duly authorized agents, hereby agree as follows:

**ARTICLE I - RECOGNITION / SCOPE / UNION ACTIVITIES**

**. Section 1: Duration of Agreement:**

This Agreement shall commence on the **1<sup>st</sup> day of January, 2009**, although executed subsequently thereto, and shall continue in effect until the **31<sup>st</sup> day of December, 2011**. (inclusive of both dates). Any notice required hereunder shall be addressed to the **Town Supervisor, Town Hall, P.O. Box 116, Meridale, New York, 13806** and **Teamsters Local #693, 41 Howard Avenue, Binghamton, New York, 13904**.

**. Section 2: Recognition:**

This Agreement shall cover every highway employee of the Town, employed in or about the garage of the Town of Meredith, handling the duties of Heavy Equipment Operators, Motor Equipment Operators and Laborers. It will not cover administrative, clerical employees or supervisors.

In the event of an emergency, the Superintendent of Highways may perform certain tasks.

The Superintendent of Highways shall be the sole determinant of what is an emergency.

**. Section 3: Union Security**

- A.** The Union shall have the sole right to organize Town Highway workers during the term of this Agreement. Every employee shall have the right to become a member. The Superintendent of Highways will in no way restrict this right.
- B.** Persons laid off, through no fault of their own, shall in the order of the Town "Seniority" list, for a period of one (1) year from the date of layoff, be recalled to fill vacancies as they occur.
- C.** Whenever additional employees are required, the Union, as well as other sources, will be offered an opportunity to send applicants for the job.
- D.** New employees will have a probationary period of six (6) months. Probationary employees may be terminated at any time by the Superintendent of Highways.

**. Section 4: Shop Steward:**

- A.** The employees of the Town, members of the Union, shall elect a Shop Steward and it shall be the duty of the Steward to see whether the members of the Union and the Employer live up to the provisions of this Agreement and the rules of the Union, not inconsistent with this Agreement, and to report any infraction of such provisions to the Superintendent, who shall promptly investigate and try to settle the infraction before it goes into the Grievance procedure.
- B.** There shall be no discrimination against the Shop Steward for Union activities. The Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Steward shall be considered the senior employee for layoff and recall purposes only. The Steward shall report to the Business Agent of the Union any violations of this Agreement.
- C.** A Shop Steward, who notifies Management of his intended absence from work in the performance of his official duties during the calendar day, preceding such absences, shall have an absolute right to so absent himself. However, because of the emergency nature of work performed by the Town Highway Department workers, the above request can be denied and such absences shall be without pay.

. **Section 5: Visitation Rights:**

The duly authorized Officers and Business Agents of the Union shall be permitted to enter the Employer's premises during all working hours. Duly authorized representatives (giving twenty-four (24) hour notice to the Employer) shall have access to all time cards and time clocks. Visitation shall not interfere with regular work procedures.

. **Section 6: Check-off:**

The Employer, if authorized by each individual employee, will deduct from his wages a sum equal to each employee's dues and/or assessments, to the Union and remit the same to such Union by the 15<sup>th</sup> of the month following the deduction. Such deduction shall conform with the Civil Service Law of the State of New York.

. **Section 7: Protection of Rights:**

- A.** It shall not be the duty of any employee, at any time, to be required to cross a lawful, primary picket line, and refusal to cross a lawful, primary picket line shall not constitute insubordination or cause for discharge or any disciplinary action.
- B.** The foregoing shall be operative only to the extent permitted by law. Nothing herein contained shall be construed to be a contract or agreement, express or implied, which in any manner violates any Federal or State Law as presently enacted, or as amended or interpreted during the term of this Agreement.
- C.** In the event, however, to the extent that this section shall be determined by a court of competent jurisdiction in any manner to violate Federal or State Law as presently enacted, or as amended or interpreted during the term of this Contract, this Section shall be inoperative, unenforceable and void.

## **ARTICLE II - WAGES / HOURS OF WORK / PAY PROCEDURES**

### **. Section 1: Wages:**

The schedule of wages to be in effect during the term of this Agreement is set forth in **Schedule A** (attached) hereto and made a part hereof.

### **. Section 2: Transfers:**

Employees working in a higher classification shall work in a lower classification without loss of pay.

### **. Section 3: Work Week:**

- A.** The normal work week shall consist of five (5) days of eight (8) hours per day and forty (40) hours per week, exclusive of such time as shall be set for lunch hours.
- B.** Each employee shall be granted two (2) consecutive days of rest in each work week, unless emergency conditions exist, and the Superintendent of Highways shall be the sole determinant as to when an emergency exists.
- C.** There will be one-half (1/2) hour for lunch, to be taken as near the middle of the working time as possible. Except with the consent of the employee, no lunch period shall commence less than three (3), or more than five (5) hours after the commencement of work.

### **. Section 4: Overtime**

- A.** All employees required to work any period in excess of eight (8) hours daily, or all hours worked in excess of forty (40) hours within the work week, shall be paid at the rate of time-and-one-half (1-1/2).
- B.** The following **shall** be considered "time worked" for the purpose of computing overtime:
  - 1. Sick Leave**
  - 2. Personal Time**
  - 3. Administrative Leave**
  - 4. Vacation Days and Jury Duty**
  - 5. Holidays**
  - 6. Bereavement in the immediate family**

. **Section 5: Minimum Call:**

An employee recalled for work, after a regular day, shall receive three (3) hours pay at his regular or overtime rate, whichever is appropriate. The actual time will be paid if the overtime period becomes simultaneous with the regular work day.

. **Section 6:** Any employee who serves in the National Guard or Army Reserve shall suffer no loss of pay.

**ARTICLE III - GRIEVANCE**

. **Section 1: Removal & Other Disciplinary Actions:**

No employee shall be disciplined or discharged except for "just cause".

**A. Disciplinary Grievance:**

The following procedure shall apply to all matters of employee discipline, and specifically, to any grievance arising out of disciplinary action taken by the Employer, subject to the right of the Union to arbitrate at any stage of the procedure:

- . First Offense - oral warning to employee and notice to the Shop Steward
- . Second Offense - written warning to employee, notice to the Union, and copy placed in employee's file
- . Third Offense - written warning to employee, notice to the Union and immediate two (2) day suspension
- . Fourth Offense - written warning to employee, notice to the Union, and immediate one (1) week suspension
- . Fifth Offense - written notice to employee and Union, could result in further disciplinary action or termination from employment

Records of warning letters and disciplinary actions shall be maintained in an employee's permanent employment record. The above disciplinary procedure excludes late punches.



**B.** Notwithstanding the above, it is agreed that an employee charged with the following conduct may be immediately discharged, or subject to such lesser discipline as the Employer may determine to take, without following the procedure set forth in Section "A" above. This is subject, however, to the Employer providing notice to the Union and the Union's right to arbitrate under the provision herein:

1. Theft
2. Alcohol or drug abuse while on duty
3. Willful destruction of property
4. Direct refusal to obey orders given by the proper party, unless such order jeopardizes life or health

The Employer and the Union agree that no employee or group of employees shall have the right to modify or waive the provisions of this Agreement.

**Section 2: Grievance Procedure:**

All disputes concerning the interpretation of this Agreement shall be processed in accordance with the Grievance Procedure, which shall be as follows:

**First Step - Superintendent of Highways**

An employee with a grievance, shall within ten (10) working days after the occurrence of such a grievance, discuss it with the Superintendent of Highways, who shall attempt to resolve the grievance to the mutual satisfaction of the employee and management within five (5) working days of its presentation. The Superintendent of Highways shall report his decision to the employee orally. If the employee does not proceed with his grievance to the Second Step, within the time limits prescribed in the following subsection and no extension of time is granted, the grievance shall be considered to be satisfactorily resolved. A grievance shall be deemed waived if this procedure is not started within ten (10) working days of its occurrence.

**Second Step - Town Supervisor**

If the employee is not satisfied with the disposition of his grievance, after discussion with the Superintendent of Highways, he may submit a written appeal to the Town Supervisor within five (5) working days after receiving a decision at the First Step, or within five (5) working days, or not more than ten (10) working days, after the grievance was presented at the First Step. The Town Supervisor, within five (5) working days after receiving the appeal, shall meet with the employee in an attempt to resolve the grievance. The Town Supervisor shall give the employee a written decision within five (5) working days following the meeting.

**Third Step - Town Board**

If the employee or Superintendent of Highways is not satisfied with the disposition of the grievance at the Second Step, he may submit a written appeal to the Town Board or its designee within five (5) working days after receiving a decision at the Second Step or within not less than ten (10) working days, nor not more than fifteen (15) working days after the grievance was presented at the Second Step. The Board or designee, within ten (10) working days after receiving the appeal, shall hold a Hearing, at which the employee may present his grievance. The Board or designee, within ten (10) working days following the Hearing, shall give the employee a written decision.

**Fourth Step - Arbitration**

If the employee is not satisfied with the disposition of his grievance at the Third Step, he may appeal to arbitration within five (5) working days after receiving a decision at the Third Step or in not less than twenty (20) working days, nor more than twenty-five (25) working days after the grievance was presented at the Third Step. A request for arbitration may be initiated by the Union, upon serving the Supervisor a notice, in writing, of an intent to proceed to arbitration. This notice shall identify the Agreement provision in dispute, the issue to be determined, and the employee or employees involved.

Upon receipt of a notice requesting arbitration, the parties or their representatives, shall attempt to mutually agree upon an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator, they shall request PERB to submit the names of seven (7) suggested arbitrators. Each party shall alternately strike a name until one name remains. The Supervisor and the Union shall alternate striking the first name. The person remaining shall be the arbitrator.

- A.** The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this Agreement, in arriving at a decision on the issue or issues presented and shall confine his decision solely to the application and interpretation of this Agreement. The arbitrator's decision, solely as to the application and interpretation of this Agreement, shall be final and binding.
- B.** The costs of arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

**Time Off:** An employee and his representative, if a Town employee, shall be allowed such reasonable time off, without loss of pay, from his regular duties, as may be necessary, consistent with his job responsibilities and the operation needs of his work unit, to attend meetings with management for the purpose of resolving a grievance.

#### **ARTICLE IV - LAYOFF NOTICE AND PAY**

The Employer agrees, in the case of layoff of full-time employees, the individual shall be given one week's notice or one week's pay in lieu of a notice.

**ARTICLE V - EQUIPMENT**

The Employer shall provide employees with all safety equipment pertaining to and for the performance of their job.

**ARTICLE VI - PAID HOLIDAYS**

**. Section 1: Designated Holiday Schedule:**

- . **New Year's Day**
- . **Washington's Birthday**
- . **Good Friday**
- . **Memorial Day**
- . **Flag Day**
- . **July 4<sup>th</sup>**
- . **Labor Day**
- . **Columbus Day**
- . **Election Day**
- . **Veterans' Day**
- . **Thanksgiving Day**
- . **Christmas Day**
- . **Floating Holiday (notice to Highway Superintendent)**

**. Section 2: Holiday Pay:**

- A.** When an employee is required to work on any of the above holidays, he shall be paid two-times (2x) the hourly rate for all hours worked. An employee shall have the option to take overtime earned, and convert it to equal compensable time off.
- B.** In the event that any of the above holidays fall on an employee's day off, such employee shall receive a day's pay or a day off.

- C. If a holiday falls in an employee's vacation time, the employee shall be given an extra day, or a day's pay in lieu thereof, at the discretion of the Employer.

. **Section 3: Day of Holiday Observance:**  
(State designation of holidays shall prevail)

**ARTICLE VII - VACATIONS**

. **Section 1: Vacation Schedule:**  
Vacation, with pay, shall be as follows:

- . **After one (1) year - Two (2) weeks**
- . **After five (5) years - Three (3) weeks**
- . **After fifteen (15) years - Four (4) weeks**

. **Section 2: Vacation Rules:**

- A. An employee who has completed a full year of work for which he has received a vacation, and who, thereafter is laid off through no fault of his own, or who resigns, shall be entitled to receive additional, pro-rated, accumulated vacation pay.
- B. Any employee on leave because of illness, at the time of his regularly scheduled vacation, may upon his request, accept payment in lieu of vacation, provided that if the acceptance of such payment would prejudice the employee's rights under any Mutual Benefit Plan, or under Workers' Compensation Laws, the employee shall be so informed by the Company at the time he makes the request.

**. Section 3: Vacation Bidding:**

Employees entitled to extra vacation must notify Management one (1) week in advance for their additional time. All requests will be honored on a seniority basis. If notification is not submitted, the senior man can lose his option for the days off he wanted, as he could not "bump" a junior man that has submitted his notification for time off.

**ARTICLE VIII – LEAVE OF ABSENCE**

Any employee may be granted a leave of absence, without pay, at the discretion of the Town Board, with the assurance of old position and rights upon return. A leave of absence, without pay, not to exceed six (6) months, is automatically given to an employee because of illness. This employee may request an additional six (6) months leave, provided he makes a timely application in writing.

Upon his return, if he is physically and mentally fit for full duty at the regular job, performed by the employee prior to his leave, and so certified by his doctor, such employee shall resume his old position with full rights, except in the event of a dispute. An employee disabled in the discharge of his duties shall, if physically and mentally fit for full duty at the regular job, performed by the employee prior to his leave, and so certified by his doctor, resume his old position with full rights, except in the event of a dispute.

In the event a dispute arises, by reason of the Board's refusal to allow an employee to work because the conclusion reached by the Board's doctors differs from the conclusion of the employee's doctor, the employee involved shall thereupon be examined by a third doctor to be mutually agreed upon and selected by the two (2) doctors aforesaid, or failing agreement, by a doctor designated by the President of the County Medical Society wherein the dispute arises.

The report of the third doctor, as to the physical condition of the employee for full duty, at the regular job performed by the employee, prior to his leave, shall be final and binding upon the parties. Costs of the third doctor and expenses necessary for him to reach a conclusion, shall be borne equally by the parties.

An employee who is found entitled to return to work, pursuant to the above procedure, and who has been prevented from working because of the conclusion of the Board's doctor, shall be reimbursed for time lost as a result of the Board's doctor's decision, only from the time when the Board is presented with the opinion of the third doctor which differs from the opinion of the Board's doctor.

#### **ARTICLE IX – SICK LEAVE**

The Employer agrees that each employee shall be entitled to one (1) sick leave day per month; however, unused sick time may be accumulated up to one-hundred-fifty (150) days. Any amount of days over the one-hundred-fifty (150) will be paid at one-half (1/2) times the hourly rate, each December 15<sup>th</sup> at half (1/2) pay. Effective January 1, 1997, if an employee dies while in the service of the Town, his beneficiary and/or estate will receive full value of his accumulated sick leave, at the applicable, hourly rate.

After five (5) consecutive days of sick time, the employee must present a doctor's certificate for proof of illness. Reasonable notification shall be given to the Town Supervisor, or his designated representative, when calling in sick and requesting paid sick leave.

Retirees will be permitted to cash in up to 100% of their banked sick days, as a cash buy-out, or may be applied towards their retirement Medical Benefits, up to a maximum of **one-hundred-fifty (150) days.**

#### **ARTICLE X - PERSONAL DAYS:**

Each full-time employee shall receive four (4) personal business days per year, with pay. Reasonable notification shall be given to the Town Supervisor or his designated representative when requesting paid, personal business days.

No reason needs to be given for use of Personal Days.

## **ARTICLE XI - BEREAVEMENT**

- A.** The Employer agrees to grant all employees, covered under this Agreement, three (3) days off, with pay, when a death occurs in the immediate family: spouse, children, parents, brothers, sisters, mother-in-law, father-in-law, grandmother and grandfather.
- B.** One (1) day will be granted to employees, with pay, to attend funeral services for sister-in-law and brother-in-law.
- C.** One paid day of bereavement may be held for burial or memorial service at a later date.

## **ARTICLE XII - JURY DUTY**

Employees who are required to serve on a Jury shall be reimbursed by the Town for any loss of pay. Employees shall be paid their base rate for eight (8) hours each day, less the Jury fees received by them. Town reimbursements for Jury Duty shall be paid only upon presentation of proof of Jury services and amounts received.

Any day, when excused early from duty, the employee must return to work.

## **ARTICLE XIII - CRAFT RULES OR JOB RULES**

### **. Section 1: New Crafts Or Jobs:**

If a new craft or job is created, the rate of same is to be negotiated with the Union.

### **. Section 2: Job Definitions:**

- A.** Heavy Equipment
- B.** Motor Equipment Operator - Level 1 and Level 2
- C.** Laborer

### **. Section 3: Advancement:**

All new, regular employees shall start as laborers. At the end of six (6) months, if the necessary Class 3 motor vehicle license has been obtained, he will advance to Level 2 - Motor Equipment Operator. At the end of an additional year, he will advance to Level 1 - Motor Equipment Operator.



#### **ARTICLE XIV - MEDICAL PLAN**

The employees will be enrolled in the NYS Teamsters Health & Hospital Select Plan (including #1-dental, and #1-vision), provided for by the Town of Meredith.

Effective January 1, 2000, new hires will be required to pay a co-pay of 7.5% towards their medical coverage. Such deductions will be prior to the normal payroll tax computation.

The Town of Meredith will offer a monthly cash stipend for medical insurance, on a 50-50 basis, based upon savings, when an employee has an alternate medical plan through his/her spouse.

Employees should notify the Town before the expiration of the enrollment period.

During the duration of this Agreement, the Town shall have the right to change health insurance plans and/or carriers, provided any new plan adopted, provides substantially the same benefits as the plan in effect at the time this Agreement is executed. Prior to any new plan being adopted, the Union will be given the opportunity to review the proposed plan and reject same, if it does not provide substantially the same benefits as contained in the existing plan. Upon written notice of such rejection, the parties agree to reopen negotiations on health insurance coverage for the remaining period of the Agreement.

#### **ARTICLE XV - NOTICE OF TERMINATION**

**A.** This Agreement shall terminate **December 31, 2011**. In not less than **one-hundred-twenty (120)** calendar days, prior to said expiration date, the parties shall commence negotiations for a new Agreement.

**B.** If an Agreement has not been reached within eighty (80) days before the expiration of the Contract, either party to this Agreement, may declare an impasse and the procedure provided through PERB commenced.

**ARTICLE XVI - PAST PRACTICE**

Past practices are not applicable as heretofore effective January 1, **1985**, unless expressly addressed in this Agreement.

**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year written.

**TEAMSTERS LOCAL UNION #693**

**TOWN OF MEREDITH**

BY: Roberta Dunbar

BY: Deik Capone

Title: President / BA

Title: Supervisor

Date: 5/24/09

Date: 6/15/09

**SCHEDULE "A"**  
**WAGE SCHEDULE**

THE SCHEDULE OF WAGES SHALL BE AS FOLLOWS:

	<u>01/01/09</u>	<u>01/01/10</u>	<u>01/01/11</u>
. Heavy Equipment Operator:	\$ 14.85	\$ 15.45	\$ 16.05
. Level 1 Motor Equipment Operator:	14.85	15.45	16.05
. Level 2 Motor Equipment Operator:	14.30	14.90	15.50
. Laborer:	13.57	14.17	14.77

- . When performing mechanic's duties, employees shall receive an additional \$1.00/per hour, in addition to his current rate.
- . Any employee acting in the capacity of Highway Superintendent shall receive an additional \$1.50/per hour, while acting in such capacity.
- . In the event that an employee, acting in such capacity, exceeds two (2) consecutive weeks, he shall then receive the hourly rate of the Highway Superintendent, until the Superintendent's return or until a new Highway Superintendent is appointed or elected.
- . When a new hire enters the position as LABORER, if he/she holds a CDL license, he/she may automatically receive the Level 2, Motor Equipment Operator's rate of pay, provided he/she is qualified to operate Town equipment
- . The Deputy will be paid an additional \$500/per year, payable by 12/15 each year.

**SCHEDULE "B"**  
**TIME CLOCK REGULATIONS**

**EARLY PUNCH:**

An employee shall not punch in earlier than five (5) minutes before the scheduled starting time.

**LATE PUNCH:**

1. Only one (1) late punch (maximum of six (6) minutes) will be excused.
2. Additional late punches will result in time being deducted in six (6) minute increments
3. A disciplinary warning will be issued for four (4) late punches in any thirty (30) calendar day period, after which during the next fifteen (15) days, any additional tardiness will result in suspension without pay of one (1) day.

Any additional late punches, within the next thirty (30) calendar days will result in a three (3) day suspension, without pay.

4. All disciplinary warnings will be removed from the files if the employee is not tardy for thirty (30) calendar days following issuance of notice.

**PUNCH OUT:**

No employee will punch out prior to authorized quitting time.

**OVERTIME:**

1. Payment for overtime will only be made when authorized by the foreman.
2. Overtime will begin and end with times indicated on the employee's time card, paid in six (6) minute increments, subject to minimum call period.

**FIELD ASSIGNMENT:**

Those employees assigned to projects (start and end their day in the field) will have their time cards signed daily by the Superintendent of Highways.

**LUNCHTIME/OVERTIME MEAL BREAK:**

Employees will not be required to punch out and back in for the normal lunch and overtime meal breaks. (thirty (30) minutes)

**SUPERINTENDENT OF HIGHWAYS SIGNATURE:**

If, for any reason, an employee cannot punch his timecard, it must be signed by the Superintendent of Highways.

**RESPONSIBILITIES:**

1. All hourly employees will be required to punch time clocks.
2. Employees will punch only his timecard.
3. Employee will print: name, number and period-ending date.  
(Periods will run from 12:01 A.M., Thursday)
4. The Superintendent of Highways will pick up the past week's timecards and place new cards in the rack for the coming week.
5. The Superintendent of Highways will file one (1) card for each hourly employee, even if hand written, for those on authorized leave.

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

**TEAMSTERS LOCAL UNION #693**

**TOWN OF MEREDITH**

By: Roberta Dumber

By: Alicia Caproni

Title: Pres / BA

Title: Supervisor

Date: 5/24/09

Date: 6/15/09