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Contract Database Metadata Elements

Title: **Amsterdam, Town of and Montgomery County and International Brotherhood of Teamsters (IBT), Local 294 (2009)**

Employer Name: **Amsterdam, Town of and Montgomery County**

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

Local: **294**

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AGREEMENT

Agreement entered into the 17th day of December 2008, between the Town of Amsterdam, County of Montgomery, New York (hereinafter referred to as the "Town"), and Local 294, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America of Albany, New York (hereinafter referred to as the "Union").

ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department performing the duties of drivers, equipment operators or laborers.

ARTICLE II

This contract shall be for the period commencing January 1, 2009 and terminating December 31, 2012.

ARTICLE III

The starting wage rate for new employees will be \$2.00 per hour less than the full rate for the first year of employment; the rate will be \$1.00 per hour less than the full rate for the second, third and fourth year of employment. Full wage rate to be paid after four years of service has been completed.

The following wage rates shall be paid to employees who have completed four years, but less than ten years of service as of January 1, 1997:

January 1, 2009 - December 31, 2009 - 3.5% increase

January 1, 2010 - December 31, 2010 - 3.5% increase

January 1, 2011 - December 31, 2011 - 4.0% increase

January 1, 2012 - December 31, 2012 - 4.0% increase

Time and one-half (1½) shall be paid to all employees who work after forty (40) hours per week.

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Employees shall receive longevity increases of \$.20 per hour at the completion of ten years, fifteen years, twenty years, twenty-five years and thirty years of service with the Town Highway Department.

An employee holding the title of Deputy Highway Superintendent shall receive an additional \$1.00 per hour above the highest paid employee.

A. Part-time employees with a CDL License will be paid \$12.00 per hour and \$ 10.00 per hour without a CDL.

ARTICLE IV

Upon written authorization by an employee, the Town agrees to deduct regular Union initiation fees, membership dues and assessments from the wages of all employees covered by this Agreement who appear on the Town payroll and forward such dues deductions to the Union monthly.

ARTICLE V

The work week shall be forty hours, and scheduling of hours of work as now in effect shall remain for the duration of this Agreement. Overtime will be assigned by rotation.

A minimum of four (4) hours pay shall be paid to employees when called in for emergency (snow, etc.) service.

Seniority shall prevail at all times in lay-off and recall and scheduling vacations.

ARTICLE VI

The Employer agrees to pay the full cost of The Montgomery County Self Insured Health Indemnity Plan with Prescription Plan Card, Dental and Vision for each member and their families. A Plan with equivalent or better benefits may be substituted for the above. If the Town decides to change

plans it will monitor the new plan to provide a smooth transition.

Employees hired after January 1st, 1991 will pay a premium co-pay of \$8.00 per family, \$7.00 per 2 person or \$6.00 per single coverage per week towards insurance cost. Employees hired after January 1, 2009 will pay 10% of the cost of Health Insurance. Employees hired prior to January 1st, 1991 will be grand fathered and not required to contribute.

ARTICLE VII

The following days shall be designated holidays covered by this Agreement:

New Year's Day	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Christmas
Labor Day	Three (3) roving holidays

The above listed holidays are paid holidays. Any employee required to work on said holiday will, in addition to one day's holiday pay be paid at the rate of time and one-half (1 ½) the hourly rate for all hours worked said holiday.

All employees required to work on Christmas, Thanksgiving or New Year's will receive double time pay for all hours worked, plus the eight (8) hour holiday pay.

ARTICLE VIII

Employees shall receive two (2) weeks vacation after one (1) year of service, three (3) weeks vacation after seven (7) years of service, four (4) weeks vacation after fifteen (15) years of service and five (5) weeks vacation after twenty (20) years of service.

More than one (1) employee will be allowed on vacation in any one (1) week, with Highway

Superintendent's permission.

ARTICLE IX

Employees will receive five (5) days personal leave per year, twelve (12) days sick leave per year to a maximum cumulative total of one hundred forty (140) days, which would be paid one-half on retirement, to a maximum of 50 paid out days. Any additional accumulated days above the 50 paid out days will be applied towards the employee's portion (50%) of his/her insurance premiums. In lieu of being paid out for unused days the employee may elect to apply all unused days towards their co-payment for insurance. Each 20 days of unused sick time will be equal to one year's worth of the employee's insurance co-payment. Any excess days above the 20 day increments will be paid out. (e.g.) 70 unused days equals 3 years of premiums and 10 days pay out. Compassionate leave is hereby defined as leave occasioned by the death of one of the following: Spouse, child, or step-child, parent or step-parent, brother or half-brother, sister or half-sister, father-in-law, mother-in-law, and legal guardian. Compassionate leave shall not exceed four calendar days on each occasion, which four days shall include Saturday, Sunday and holidays.

ARTICLE X

The Town agrees to institute a retirement program under the New York State Employee's Retirement System.

ARTICLE XI

In the event of a disagreement between the parties involving the interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. A representative of the Town will discuss the matter with a representative of the Union within seven (7) days of receipt of notice of said disagreement.

2. If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of notice of their intention to do so which notice shall be served within ten (10) calendar days from the date of impasse. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board.

ARTICLE XII

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE XIII

- A. Each employee in the bargaining unit shall have DBL Insurance coverage paid for by the Town.
- B. Upon retirement the Town will pay the full cost of Medical Insurance that includes both Dental and Vision Coverage for the retiree and their spouse, provided the retiree has at least 20 years of service with the Town and is eligible and will be receiving a pension from the New York State Pension Fund. Upon the death of the employee the family coverage will remain in effect for one (1) year.

ARTICLE XIV

Town employees will not be asked or required to plow or sand with any vehicle with the wing plow on it, unless two (2) men are assigned to that truck. it is not a one (1) man truck unless the wing has been removed.

ARTICLE XV

Uniform allowance - the Highway Department will compensate each employee at the rate of \$700.00 per year, to be paid in two equal installments twice annually.

ARTICLE XVI

The Town Highway Superintendent shall not perform bargaining unit work except for purpose of instruction or where the particular task to be completed cannot conveniently be accomplished by members of the unit (e.g., in snow removal overtime work where, after reasonable efforts were made to call in bargaining unit members without obtaining sufficient bargaining unit members to accomplish the job.)

ARTICLE XVII

The Town will pay the full cost (fee) for each full-time employee to renew their CDL license when it comes due.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

TOWN OF AMSTERDAM

BY Thomas P. DiMezza
Thomas DiMezza, Supervisor

TEAMSTERS LOCAL 294,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY John Bulgaro
JOHN BULGARO, PRESIDENT

BY Paul Engel
PAUL ENGEL, BUSINESS AGENT