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Contract Database Metadata Elements

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

Employer Name: **Charleston, Town of**

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

Local: **294**

Effective Date: **01/01/09**

Expiration Date: **12/31/11**

PERB ID Number: **7981**

Unit Size: **6**

Number of Pages: **17**

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AGREEMENT

By and Between

TOWN OF CHARLESTON

AND



TEAMSTERS LOCAL 294

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2009 TO DECEMBER 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 15 2009

ADMINISTRATION

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THIS AGREEMENT, Made this _____ day of _____, 2009 by and between the Town of Charleston, (hereinafter referred to as Employer or Town) and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to a Union).

Term: January 1, 2009 through December 31, 2011

W I T N E S S T H:

ARTICLE I - CONDITIONS AND SCOPE OF AGREEMENT

A. Department of Highway, Town of Charleston, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Highway Department, Town of Charleston, which will enhance the working program of the Highway Department, Town of Charleston and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

B. To assure equitable treatment of its employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies shall be construed for the accomplishment of this purpose:

C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of: CASE NO. C-3509.

All full time mechanical equipment operators of the Highway Department, Town of Charleston and excluding all others.

ARTICLE II - UNION SECURITY

A. Check-off of Dues: The EMPLOYER agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit same to said Local Union all such deductions at the end of each month for which such deductions are made. Written authorization by the employees is to be furnished in the form approved by the EMPLOYER.

B. Stewards: The Employer recognizes the right of the UNION to designate one job steward and one alternate steward from the EMPLOYER'S seniority list. The authority of said stewards so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:

A. has been reduced to writing or

B. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

3. The steward shall be allowed reasonable paid time for attending administrative proceedings between the EMPLOYER and the UNION.

4. The UNION shall notify the EMPLOYER, in writing, of the employees designated by the UNION as job steward .

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority: Employees shall be placed on the seniority list after serving ninety (90) days of probationary employment after which the employees seniority will then revert back to the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this agreement.

B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, or

2. Voluntary quit.

C. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to the force in the reverse order in which they were laid off, provided they are qualified. It is requested that two (2) weeks written notice be given on lay-offs by the Town to the employee involved except in an emergency.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, registered mail, sent to the address last given the EMPLOYER by the employee. Within three (3) calendar days after tender of delivery at such address of

the EMPLOYER'S notice, the employee must notify the address of the EMPLOYER'S notice the EMPLOYER by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.

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

ARTICLE IV - PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE V - RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining during the period of 120 days prior to the expiration of the contract.

ARTICLE VI - GRIEVANCE PROCEDURE

Grievance procedure shall be in accordance with the policy agreed upon between the EMPLOYER and the UNION, a copy of which is attached hereto, and made a part hereof, as Schedule "A".

ARTICLE VII - SEPARATION FROM EMPLOYMENT

A. Upon discharge, the EMPLOYER shall pay all money due the employee. Upon quitting, the EMPLOYER shall pay all money due to the employee on the pay day in the pay period next following such quitting. Earned accrued vacation shall be included in such payments.

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

ARTICLE VIII - EQUIPMENT

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

ARTICLE IX - UNIFORMS

The EMPLOYER shall continue its current practice of providing uniforms for employees. If an employee is absent for more than thirty (30) continuous days of work, the Town Board may at its discretion, terminate the uniform benefit until said employee returns to work.

ARTICLE X - PAY PERIOD

A. All employees hereunder shall be paid in full bi-weekly. When the regular pay day on a holiday, the EMPLOYER shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions pay for any purpose.

ARTICLE XI - JOB CONTRACTING AND CLASSIFICATIONS

A. SUBCONTRACTING

There shall be no layoffs as a result of the exercise of the Town's right to subcontract.

ARTICLE XII - VACATIONS

A. Employees shall receive paid vacations as follows:

1 year of service - 1 week

2 years of service - 2 weeks

5 years of service - 3 weeks

10 years of service - 4 weeks

20 years of service - 5 weeks

The Deputy Highway Superintendent will receive one additional week vacation, over and above the weeks he qualifies for as compensation for holding that position.

B. To be paid for a holiday, an employee must be on pay status on the work day immediately preceding and following the holiday.

C. Vacation leave shall not be permitted to be carried over to the following year, except if the EMPLOYER has been the cause of the employee's inability to take vacation.

D. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation shall be paid the salary equivalent to the accrued vacation leave. Failure to give at least two (2) weeks notice shall result in the loss of paid for accrued vacation.

E. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least six (6) months in the fiscal year from the anniversary date of employment.

ARTICLE XIII - HOLIDAYS

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

- | | |
|-----------------|------------------------|
| New Year's Day | Election Day |
| President's Day | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| July 4th | Christmas |
| Labor Day | One (1) Floater |
| Columbus Day | |

B. Anyone required to work on holidays, shall be paid time and a half plus Holiday pay , with the exception of Thanksgiving and Christmas. Employees required to work on either of these two Holidays will be paid double time plus the Holiday Pay. If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day.

ARTICLE XIV - SICK LEAVE

Effective January 1, 2000 the accrue rate shall be increased to eight (8) hours per month. The Employer may request a doctor's note after two consecutive days off or if the employee demonstrates a pattern of sick leave abuse. Sick Leave can be accumulated to a maximum total of 180 days.

ARTICLE XV - PERSONAL LEAVE

A. All employees covered hereby shall be entitled to three (3) days per year personal leave annually, with pay, to be granted upon request to the Superintendent of Department of Highways. Each employee will endeavor to make said request upon reasonable notice, and in any case, upon at least forty-eight (48) hours in advance, except in an emergency. Personal leave will be charged to the employee's accruals in increments of ½ day.

B. Personal leave shall not be permitted to extend holiday or vacation unless approved by the Employer.

ARTICLE XVI - BEREAVEMENT LEAVE

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death in the family, i.e., parents of husband and wife, children, spouse, brother, sister, and Grandparents. There will be one day allowed for Aunts and Uncles. Bereavement days shall be computed on an eight (8) hour day basis.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XVII - COFFEE BREAKS

A. Whenever possible, coffee breaks shall be:

15 minutes in morning

15 minutes in afternoon.

ARTICLE XVIII - PENSION FUND

The Employer shall continue enrollment in the current pension fund.

ARTICLE XIX - INSURANCE

A. The Town shall continue to pay the full premium for individual, two person and family health insurance as provided through the NYS Teamsters Council Health and Hospital Fund Select Plan for the years 2009, 2010 and 2011 as listed below.

	Single Person	Two Person	Family
2009	\$432.37	\$865.37	\$1189.93
2010	\$492.70	\$986.27	\$1355.90
2011	\$542.10	\$1084.63	\$1491.10

The Town will not be required to make contributions on new employees hired on or after January 1, 2002 until they have completed the probationary period. Upon completion of the probationary period the Town will pay their contributions for health coverage retroactively back to their first day of employment.

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

ARTICLE XX - WORK DAY AND WORK WEEK

A. The work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

B. The work day shall be eight (8) consecutive hours, Monday through Friday, and the starting time shall be 6:00 A.M., it being understood that the employees be given at least one (1) week's notice of change in the work week schedule.

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

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

D. Employees called into work outside of their normal work hours will be paid a minimum of four (4) hours at time and one half. This four hour guarantee will not apply in the morning unless the employee is called four hours prior to their normal starting time.

ARTICLE XXI - WAGES

A. The wage rate for all employees shall be as follows:

Effective January 1, 2009 - \$16.56 per hour

Effective January 1, 2007 - \$17.47 per hour

Effective January 1, 2008 - \$18.43 per hour

B. The Town may, in its discretion, install time clocks.

C. If an employee is directed to use his own vehicle for Town business, mileage shall be paid at the rate of \$.20 per mile, which may be increased by the Town Board.

E. Longevity Pay - Upon completion of five (5) years, ten (10) years, fifteen (15) years and twenty (20) years the employee will have \$.10 added to their base pay. (Example if the base pay was \$13.70 and the employee had completed 5 years of service his pay would be \$13.80, if 10 years completed, would be \$13.90, 15 would be \$14.00 and 20 would be \$14.10.

F. Comp-Time: Employees may request comp-time instead of overtime. One hour of over-time equals one and one half hour of comp-time. Comp-Time must be used in 1 hour increments and no later than 365 days from the time it was

accumulated. The actual time off must be approved by the Highway Superintendent.

ARTICLE XXII - WORKMENS' COMPENSATION PAYMENT

Workmen's Compensation shall be as provided by law.

ARTICLE XXIII - DISCIPLINE

All employees in the employment of the Town as of August 1, 1989, and all future employees with two or more years of continuous service shall not be disciplined or discharged without the protection of Section 75 of the Civil Service Law.

ARTICLE XXIV - DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same 120 days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for hereinabove.

ARTICLE XXV

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

GRIEVANCE PROCEDURE

Schedule A

BASIC PRINCIPLES:

Definition of Grievance - A grievance shall be any claimed violation of a specific term or provision of this Agreement.

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any state of this procedure by a Union representative as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the EMPLOYER and the UNION to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him within the time specified in these procedures.
6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which relate to or affect the employee in the performance of his assignment. They are not designed to be used for changing such rules or establishing new ones.

PROCEDURES:

An employee of the Department of Highways who has a grievance shall file the procedure as outlined below.

STEP 1. Informal Stage: Employees having a grievance and said

employee's alternate steward or job steward shall orally present such grievance to their immediate supervisor within five (5) days of the alleged violation or within five (5) days when the employee knew or should have known of the alleged violation.

STEP 2. Formal Stage: (A) Within ten (10) days after an informal decision or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union's steward may appeal such decision to the Town Supervisor. Such appeal must be in writing.

STEP 3. If the aggrieved employee objects to the decision rendered by the Town Supervisor, he may within five (5) days request a meeting with the Town Supervisor and the Union business agent. Such request for the meeting shall be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee. Within five (5) working days after the meeting, the Town Supervisor shall render a decision in writing.

STEP 4. If the UNION objects to the decision rendered by the Town Supervisor, the UNION may within five (5) days from receipt of such decision, submit the grievance top the Town Board. A request for review by the Town Board should be in writing and shall clearly state the reasons why the previously rendered decisions are unsatisfactory to the employee.

Within ten (10) days after receipt of the request for review, the Town Board shall meet and render a decision. The decision of the Town Board shall be final and binding.

STEP 5. For discharge of an employee only. Discharge will be for just cause. If the Union objects to the decision of the Town Board, it may arbitrate the discharge under the Rules and Procedures of P.E.R.B.

DATED: 01/12/09

TOWN OF CHARLESTON
HIGHWAY DEPARTMENT
CHARLESTON, NEW YORK 12166

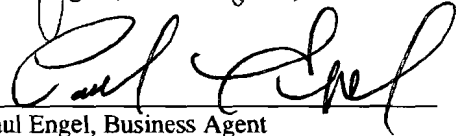


Town Supervisor

TEAMSTERS LOCAL 294
890 THIRD STREET
ALBANY, NEW YORK 12206



John Bulgaro, President (PEO)



Paul Engel, Business Agent