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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF RUSSIA

and

TEAMSTERS LOCAL 294

(Highway Unit)

August 1, 2014 – July 31, 2017

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1 PREAMBLE

1.1 Notice of Agreement

1.1.1 Parties to Agreement: This Collective Bargaining Agreement has been entered into by and between the Town of Russia (herein "Town" or "Employer") and Teamsters Local 294 (herein "Union").

2 UNION RIGHTS

2.1 Recognition

2.1.1 Recognition Clause: The Town recognizes the Union pursuant to the Consent Agreement of the Public Employment Relations Board dated April 19, 1990 as the sole and exclusive representative for the purpose of collective bargaining for those employees described in section 2.2.1 below.

2.1.2 Dues Check-Off Authorization: The Employer agrees, on an employee's written authorization, to deduct from the earnings of such employee all regular monthly dues, initiation fees, or assessments, etc. required to be paid to Teamster Local 294 as directed by the employee on the authorization card. Sums so deducted shall be transmitted to Teamster Local 294 monthly.

Individuals employed on the date of execution of this Agreement and all individuals hired after the date of execution, shall have the right to join or not to join the Union without such decision affecting the individual's employment status. An employee's membership shall be deemed maintained so long as he tenders his regular monthly dues to the Union. Each Union member shall have the right to withdraw from the Union, without penalty, by submitting to the Union (with copy to the town) a written notice of withdrawal.

2.1.3 Agency Shop: The Town of Russia shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union an amount equivalent to the dues levied by the Union in accordance with Chapters 677 and 67B of the laws of 1977 of the State of New York. Sums so deducted shall be transmitted to the Union monthly.

2.2 Bargaining Unit

2.2.1 Definition of Unit: The bargaining unit shall consist of all full-time employees of the Town's Highway Department, excluding the Highway Superintendent, clerical, seasonal, temporary and part-time employees.

2.2.2 Seasonal Employee: For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean someone employed to work for a given season for the purpose of mowing, collecting yard waste, or other traditional summer duties, or to assist in snow removal. Seasonal employees will be hired in accordance with Civil Service guidelines.

It is understood and agreed by the Union that the Town has the unlimited right to hire Seasonal employees when the work load requires such additional employees and it does not result in the layoff of any full-time employees. Such Seasonal employees are not subject to any of the terms or conditions of this Agreement.

2.2.3 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean someone who is employed to replace an employee who is on an approved leave of absence. Temporary employees will be hired in accordance with Civil Service guidelines. Such temporary employees are not subject to any of the terms or conditions of this Agreement.

2.2.4 Superintendent of Highways: The Highway Superintendent shall be excluded from the bargaining unit. It is agreed that the Highway Superintendent may continue to perform bargaining unit work consistent with the work customarily performed by the Highway Superintendent prior to the Union’s certification, provided that the Highway Superintendent’s performance of bargaining unit work does not result in the layoff or elimination of position of any bargaining unit employee.

3 MANAGEMENT RIGHTS

3.1 Management Rights Clause

3.1.1 The Town reserves and retains exclusively any and all rights which it had prior to the Union’s certification, except for those rights expressly limited by this Agreement.

3.1.2 The following enumerated rights are not all inclusive, but are indicative of the management rights retained solely by the Town, namely the right to: a) hire, promote, direct, evaluate, transfer, and maintain the efficiency of employees and the Highway Department’s operations; b) assign duties to employees (including the right to change assignments or to add to or eliminate duties); c) direct and control the working force; d) determine when overtime shall be worked; e) determine the methods, processes and means to be utilized and standards of quality to be maintained; introduce new or improved methods, equipment, techniques and processes; f) use temporary, part-time and casual employees as deemed appropriate in the exclusive judgment of the Town; g) establish and enforce work and safety rules; h) determine the size of the work force; i) layoff; j) discharge or discipline; k) abolish, create or combine job classifications; l) set standards and methods of evaluation, select and train, determine job classifications and descriptions; m) determine job content and qualifications of employees; n) schedule work and determine the length of the work day and work week; o) introduce new or improved methods of equipment, regardless of whether it may result in a reduction in the working force; p) take whatever action is necessary to carry out the mission of the Highway Department in cases of emergency; q) and alter or eliminate past customs, traditions and practices not expressly incorporated in this Agreement; r) implement and comply with regulations and requirements issued by any government agency.

3.1.3 The foregoing enumeration of rights is not deemed to include functions not specifically set forth. Therefore, the Employer retains all rights not otherwise specifically covered by this Agreement.

3.1.4 Outsourcing Unit Work: It is understood and agreed by the parties that if the Town determines that the subcontracting of the work of the Highway Department is necessary, such subcontracting will only be initiated in the event it does not result in the layoff of bargaining unit employees or in an emergency as a supplement to the regular workforce.

3.2 Rules and Regulations

3.2.1 Adoption and Enforcement of Rules: The Town may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

3.2.2 Posting of Rules: It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for fifteen calendar days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

4 EMPLOYEE RIGHTS

4.1 Probation

4.1.1 Length of Probationary Period: An employee is considered to be probationary for the first six months of continuous employment after having been appointed to a full-time regular position in the Town's Highway Department.

4.1.2 Failure to Successfully Complete Probationary Period: During the probationary period, the Town may terminate any probationary employee and there will be no recourse by the probationary employee to this Agreement's grievance procedure and no obligation by the Town to re-employ such individual.

4.1.3 Successful Completion of Probationary Period: Upon completion of the probationary period, the employee shall be subject to the terms and conditions of this Agreement and his length of service shall be calculated as of the initial date of employment.

4.1.4 Time Credit for Seasonal and Temporary Employment: In the event an employee is hired as a Seasonal or Temporary employee and is subsequently appointed to a full-time regular position in the Highway Department, his probationary period may be reduced by the number of months worked as a Seasonal or Temporary employee provided such service was within twelve months of the appointment as a regular employee.

4.1.5 Seniority Credit for Seasonal and Temporary Employment: An employee who qualifies under Section 4 above, and who received credit for such probationary period, will have his seniority adjusted by the time spent as a Seasonal or Temporary employee calculated in full months.

4.2 Seniority

4.2.1 Unit Seniority: Seniority is defined as the length of an employee's continuous service with the Town's Highway Department from the last date of continuous employment within the bargaining unit.

4.2.2 Seniority List: The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the bargaining unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the unit.

4.2.3 Loss of Seniority: An employee shall lose all seniority if he: voluntarily resigns; is discharged for cause; accepts gainful employment while on a leave from employment; is absent from work, for any reason, for a period in excess of one year; or, does not return upon recall.

4.3 Layoff Procedure

4.3.1 First to be Laid Off: If, in the Town's discretion, it becomes necessary to reduce the number of employees in the Highway Department, Seasonal employees will first be reduced. If further reductions are necessary, the layoff will be conducted in inverse order of seniority, provided, in the judgment of the Town, the remaining employees have the ability to perform the necessary work.

4.4 Recall Procedure

4.4.1 First to be Recalled: When the Town exercises its discretion to recall employees from layoff, the process used in effecting the layoff will be reversed, that is, the laid off employee with the most seniority will be the first to be recalled, provided that individual has the ability to perform the work available.

4.4.2 Notice of Recall: Recall shall be by certified mail, return receipt requested, sent to the employee's address as it appears in the Town records. Unless the employee returns to work within three calendar days following receipt of the recall notice, the employee will be deemed a voluntary quit. The Town may, in its discretion, allow an employee more than three calendar days to return to work in the event the employee provides the Town with good and sufficient reason.

5 HOURS OF WORK

5.1 Work Schedule

5.1.1 Workday/Workweek: The normal workweek for bargaining unit employees shall consist of forty hours.

5.2 Time Records

5.2.1 Time Clock: Employees' working time shall be recorded solely by punching of a time clock. Employees shall punch in at the beginning and punch out at the end of the shift.

5.2.2 Early Arrival: Employees will not receive extra pay for voluntarily clocking in before or clocking after they are scheduled to work.

5.2.3 Recording of Time: Any falsification of time cards, including punching another employee's time card and defacing a time card, may result in immediate termination from employment. An employee should handle only his own time card or be subject to discharge.

5.2.4 Intermittent Leave for Personal Reasons: An employee who receives authorization to leave work during the work day for personal reasons, must punch out when leaving and punch back in upon returning to work.

5.3 Absence from Work

5.3.1 Notification of Absence: An employee who is absent from work for any reason must notify the Highway Superintendent at least one hour prior to the start of his shift.

5.3.2 Absent Without Leave (AWOL): An employee who reported his absence as outlined in Section 1 above, and who remains away from work for more than three work days, unless on an authorized Leave of Absence, shall be terminated. Should the employee believe that he has been unjustly treated, he may submit the matter to this Agreement's Grievance Procedure.

5.3.3 Medical Verification of Absence Due to Illness or Injury: An employee who is absent from work for three or more consecutive workdays due to illness or injury will be required to present a doctor's certificate prior to returning to work.

6 COMPENSATION

6.1 Wage Rates

6.1.1 Hourly Rate: The job rate for the period August 1, 2014 through July 31, 2017 will be as follows, which reflects a wage increase of 2% retroactive to August 1, 2014, 2% on August 1, 2015, and 2% on August 1, 2016.

8-1-2014	8-1-2015	8-1-2016
\$18.22	\$18.58	\$18.95

6.1.2 Longevity: The following longevity will be paid to all full time bargaining unit members for their continuous years of service with the Town of Russia:

After five years of continuous service (Add 5 cents to base rate per hour)

After ten years of continuous service (Add 10 cents to base rate per hour)

After fifteen years of continuous service (Add 15 cents to base rate per hour).

6.1.3 Incentive for Operating One-Man Snow Plow: Effective August 1, 2011, an incentive will be paid at the rate of 75¢ per hour to all regular full-time employees within the bargaining unit while actually plowing snow without a "wingman". In accordance with the Fair Labor Standards Act, this incentive pay will be calculated into the computation of the overtime rate. Payment of this incentive during the period November 1st through December 31st will be made in a separate check in the month of January; payment of this incentive for the period January 1st through April 30th will be made in a separate check in the month of May.

6.2 Premium Pay for Overtime

6.2.1 Overtime Rate: Bargaining unit employees shall receive overtime at the rate of one and one-half times their regular rate for all work in excess forty hours in any workweek. It is agreed and understood that there will be no pyramiding of overtime, (i.e., that periods of time worked by the employee for which he is already paid overtime would not be included to compute overtime for any further overtime during the work week).

6.2.2 Credit for Paid Leave: Holiday, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

6.3 Call-Back Pay

6.3.1 Definition of Call-Back: Call-back is defined as the return of an employee to work at the direction of Management after the conclusion of his regular work shift and before the start of his next regular shift.

6.3.2 Compensation: In the event that an employee is called back, as defined above, such employee shall receive a minimum two hours of pay at time and one-half his hourly rate of pay.

6.3.3 Start Time: In the event an employee is called back or otherwise called in to work, the employee shall use his best efforts to arrive at work in a reasonable time, and should arrive no later than 45 minutes after being called.

6.3.4 Telephone Requirement: A telephone shall be a necessary condition of employment for employees to enable the Highway Department Superintendent to reach them for snow plowing and other duties.

7 PAID LEAVE

7.1 Holidays

7.1.1 Designated Holidays: All bargaining unit employees who have completed the probationary period shall be entitled to the following holidays without loss of pay:

New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
Labor Day	

7.1.2 Holiday Occurs on Days Off: In the event a designated holiday occurs on a day for which an employee is not regularly scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Superintendent of Highways. For example, if the holiday occurs on a Saturday and that day is the employee's regularly scheduled day off, the employee would observe the holiday on the preceding Friday or following Monday, as determined by the Superintendent of Highways.

7.1.3 Holiday Pay Requirements: To qualify for holiday pay, an employee must work the last *scheduled* work day prior to and the next *scheduled* work day following such holiday. This provision may be waived if the reason for such absence is acceptable to management.

7.1.4 Assigned to Work on a Holiday: Employees who are entitled to a paid holiday and who are required to work on such holiday will be paid at the rate of time and one-half for all hours worked on such holiday plus "holiday pay" or, with the approval of the Superintendent of Highways, the employee will be paid for all hours worked at the employee's regular rate of pay and schedule another mutually agreed upon day off with pay within three months following the holiday. Employees who work on Christmas Day will be paid double time for all hours worked on such holiday.

7.1.5 Holiday Pay During Paid Leaves: In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a *paid* leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day. An employee on *unpaid* leave from work shall not be entitled to holiday pay.

7.1.6 Compressed Workweeks: Holiday pay to be paid as per the scheduled workday, i.e., when working compressed schedule of ten hours employees will be paid for ten hours.

7.2 Vacation Leave

7.2.1 Allowance (back-loaded on January 1st): Vacation allowance for bargaining unit employees shall be earned on the basis of continuous service with the Town's Highway Department and each eligible employee will be credited with such earned vacation allowance as of January 1st following his anniversary date of employment with the Highway Department.

7.2.2 Credit for Seasonal Employment: An employee who was originally hired as a seasonal employee and who is subsequently appointed as a full-time regular employee of the Highway Department and who receives any credit for such seasonal employment in accordance with this Agreement will have such seniority considered in the determination of vacation allowance.

7.2.3 Allowance (hired before August 1, 2011): Vacation entitlement shall be as follows:

After Completion of:	Vacation Leave:
1-4 years	80 hours
5 years	120 hours
6 years	128 hours
7 years	136 hours
8 years	144 hours
9 years	152 hours
10-14 years	160 hours
15-16 years	168 hours
17-19 years	184 hours
20 years and thereafter	200 hours

7.2.4 Allowance (hired on or after August 1, 2011): For an employee hired into a full-time position on or after August 1, 2011, vacation entitlement shall be as follows:

After Completion of:	Vacation Leave
6 months	40 hours
1-4 years	80 hours
5-9 years	120 hours
10 years and thereafter	160 hours

7.2.5 Scheduling: All vacation hours over eighty hours must be taken during the normal July shutdown.

One week of vacation will be taken during the first week of July. All other vacation time must be scheduled with the Highway Superintendent's approval between April 1 and November 1.

The employee must receive prior approval from the Superintendent of Highways to take vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority. Vacation leave may not be used in increments of less than **two** hours. It is understood that with respect to vacations, the needs of the Highway Department must be given priority and vacations may be altered or modified by the Highway Superintendent in the event of any emergency condition.

7.2.6 Accumulation: Unused vacation allowance will not accumulate and will be lost if not used.

7.2.7 Vacation Accrual During Unpaid Leave of Absence: Employees on any unpaid leave from employment will not accrue or accumulate vacation entitlement. The annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

7.2.8 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. The Town may request that the arbitrator in a disciplinary hearing impose loss of vacation leave credits as part of the "just cause" penalty.

7.3 Sick Leave

7.3.1 Allowance: A full time bargaining member who has completed his probationary period shall be entitled to paid sick days in the event of absence from work due to personal illness or disability in accordance with the following schedule: Employees shall receive eighty hours fully paid sick leave per year with no accumulation from year to year.

7.3.2 Payment for Unused Sick Leave Credits: The Town of Russia will buyout sick leave at a rate of 100% of the remaining sick days that each full-time bargaining member has accumulated up to July 31, 2007. The Town of Russia will allow each full time bargaining member to accumulate eighty hours per year and the Town agrees a buyout at the rate of 100% each year of hours not used.

7.3.3 Use of Sick Leave: An employee may use sick leave credits for a personal illness or injury that inhibits the ability to perform the duties of the employee's job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave credits may not be used in increments of less than **two** hours.

7.3.4 Medical Verification: The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave.

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

7.4 Personal Leave

7.4.1 Allowance: An employee will be credited with eighteen hours of paid personal leave on the first day of January of each year for use during that calendar year.

7.4.2 New Employees: An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

7.4.3 Accumulation: An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on December 31st will be canceled.

7.4.4 Scheduling: An employee must receive prior approval from the Superintendent of Highways to take personal leave. Personal leave credits may not be used in increments of less than **one** hour.

7.4.5 Termination of Employment: An employee who resigns, retires or is laid off will receive payment for unused personal leave to which the employee is properly entitled at the employee's then current rate of pay. The Town may request that the arbitrator in a disciplinary hearing impose loss of personal leave credits as part of the "just cause" penalty.

7.5 Bereavement Leave

7.5.1 Allowance: An employee who has completed the probationary period and who is absent from work because of the death and attendance at the funeral of the employee's mother, father, brother, sister, spouse, child, step child or grandchild shall be compensated at his regular rate for any work days missed, up to a maximum of three days between date of the death and the day after the burial; and for two days in the event of the death of an employee's grandparent, current mother-in-law or father-in-law.

7.6 Jury Duty

7.6.1 Notification of Jury Duty: Employees who are called for jury duty shall notify the Highway Superintendent immediately upon receiving notification of jury duty obligation.

7.6.2 Leave of Absence: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. Such leave will not be subtracted from any of the employee's leave credits. Proof of jury duty service must be provided to the Town.

7.6.3 Return to Duty: An employee called for jury duty shall report for work for any portion of the working day remaining after he is excused from jury duty, provided that release from jury duty is prior to 12 o'clock noon.

8 UNPAID LEAVE

8.1 Unpaid Leaves of Absence

8.1.1 Request for Unpaid Leave: Upon presentation of a reason acceptable to the Town, an unpaid leave of absence, not to exceed ninety calendar days, may be granted to an employee who has completed the probationary period. Neither seniority nor benefits shall accumulate during such leave. Except in emergency situations, application for an unpaid leave must be submitted in writing to the Town Board for approval at least thirty calendar days in advance.

8.1.2 Conditions of Leave: It is understood and agreed that the granting of an unpaid leave of absence will be contingent upon the ability of the Town to employ a seasonal or summer employee to replace the employee requesting such leave if such replacement is deemed to be necessary.

8.1.3 Return to Work: Upon completion of an approved leave of absence, an employee shall be entitled return to work in the first available open position for which the employee is qualified.

9 MEDICAL – DENTAL - VISION

9.1 Health and Hospital Fund

9.1.1 Plan: The Town of Russia agrees to contribute to the New York State Teamsters Council Health and Hospital Fund under the HRA Plan with Dental Plan (Option 1), Vision Plan, and Life and ADD (Option 1). The Town of Russia agrees to fully fund the Teamsters HRA deductible (which is currently \$2600 individual and \$5200 two-person or family). It is understood that the legal plan and supplemental disability plan are no longer included.

9.1.2 Premiums: Effective December 1, 2011, each employee will have twenty dollars deducted each week from the employee's paycheck and the Town will pay balance of the premium for individual, two-person, or family coverage, as the case may be.

10 DISABLED EMPLOYEES

10.1 Workers' Compensation Insurance

10.1.1 Coverage: In accordance with New York State law, the Town will make available a Workers' Compensation plan for job-related injuries or illnesses.

10.1.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance. An employee may not use vacation leave credits to supplement Workers' Compensation.

10.1.3 Continuation of Medical Insurance: An employee who is receiving Workers' Compensation payments for lost time will continue to receive medical insurance benefits as set forth in the Health and Hospital Fund participation agreement.

10.2 Short-Term Disability Insurance

10.2.1 Coverage: The Town will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

10.2.2 Use of Sick Leave Credits: An employee may draw from the employee's sick leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the fund makes payment, the Employer will be reimbursed for that portion of sick leave covered by the fund.

10.2.3 Continuation of Medical Insurance: An employee who is receiving short-term disability payments for lost time will continue to receive medical insurance benefits as set forth in the Health and Hospital Fund participation agreement.

11 GENERAL PROVISIONS

11.1 Work Accouterments

11.1.1 Uniforms: The Town will provide each employee with five short-sleeve shirts and five long-sleeve shirts with the Town logo and the employee's name. Shirts will be replaced on an as needed basis due to wear and tear. The Town will provide each employee with one pair of coveralls in September of each year.

11.1.2 Work Shoes: A work shoe allowance of one hundred twenty-five dollars (\$125) will be provided to each full time bargaining unit employee each year of this agreement. The employee must show receipt for reimbursement.

11.2 Health and Safety

11.2.1: The Town of Russia agrees to provide a safe and healthy work place environment that complies with all Federal, State, Local, and Municipality laws.

12 DUE PROCESS PROCEDURES

12.1 Grievance Procedure

12.1.1 Definition: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

12.1.2 Designation of Union Steward: The Town recognizes the right of the Union to designate or elect a Union Steward from the bargaining unit to appear on behalf of the Union to represent employees in the processing of grievances.

12.1.3 Time Limits: Time limits are established in each step of the procedure to insure that an alleged violation of the Agreement will be settled as expeditiously as possible. It is understood and agreed that if the Town fails to answer a written grievance within the time limits set forth below, unless mutually extended, such grievance shall be subject to appeal by the Union to the next higher step of the procedure. It is also agreed that no grievance is valid unless appealed within the time limits established.

12.1.4 Procedure:

Step One - Formal Grievance: The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times and dates. The Union may present the matter in writing to the Town Supervisor no later than ten calendar days from the date on which the grievance is alleged to have occurred or becomes known to the employee or employees. The Town Supervisor shall answer the grievance, in writing, within ten calendar days of the date of receipt of the grievance.

Step Two – Appeal to Town Board: In the event that the alleged grievance is not resolved in Step 1, the Union may appeal it within seven calendar days of the answer in Step 1, in writing, to the Town Board. The Board, or a committee of the Board, will meet within thirty calendar days of the date of appeal with representatives of the Union in an effort to resolve the grievance. The Board shall respond, in writing, to the grievance within fourteen calendar days of the date of such meeting.

Step Three - Mediation Option: The parties may submit the grievance to mediation prior to proceeding to Step 4, below, in an effort to resolve the dispute.

Step Four – Appeal to Arbitration: Any grievance within the scope of this agreement which is not settled in Step 2 or Step 3 of the Grievance Procedure may be submitted to an arbitrator in the manner as set forth below.

a. Notice of intent to appeal any grievances to an arbitrator must be filed, in writing, with the Town within seven calendar days after the final decision has been given by the Town under Step 2 or Step 3 of the Grievance Procedure, as the case may be. If such notice is not submitted by the Union within the seven days referred to, then the decision of the Town under the Grievance Procedure shall be final.

b. Within five days after an Arbitration Notice has been filed, the Union shall request the New York State Public Employment Relations Board (PERB) to submit the names of proposed arbitrators. The arbitrator shall be chosen by the parties in accordance with PERB rules and regulations.

c. The arbitrator shall have no power to add to or to subtract from or modify any provision of this Agreement, or any other terms made supplemental hereto, or to arbitrate any new provision into this Agreement. The arbitrator's authority is to interpret and apply the provisions of this Agreement.

d. The arbitrator shall render his decision within thirty calendar days after the closing of the arbitration proceedings. The award shall be signed by the arbitrator and one copy shall be delivered or mailed to each of the parties. Nothing in this Agreement shall preclude the arbitrator from rendering an immediate decision upon the close of the hearing if mutually agreeable to the parties.

e. It is understood and agreed that the decision of the arbitrator shall be binding on the Union and its members, the employee or employees involved and the Town.

f. The cost for any services of the arbitrator, including fees and expenses, if any, shall be borne equally by the Union and the Town. The cost of any additional expenses required by either party shall be borne by the party requesting such service.

12.2 Disciplinary Procedure

12.2.1 Discipline for Just Cause: It is agreed and understood that the Town may discipline, suspend without pay or discharge any employee of the Highway Department for just cause.

12.2.2 Notice of Discipline: It is further agreed that the Highway Department Superintendent will notify the Union Steward of any action taken under this Article.

12.2.3 Appeal of Disciplinary Action: In the event the disciplined employee desires to contest his discharge or suspension, he shall reduce his complaint to writing and shall present the complaint to the Union Steward. The complaint shall be signed by the employee.

12.2.4 Disciplinary Hearing: If a hearing is desired, the Union Steward shall file the complaint directly in Step 2 of the Grievance Procedure within seven calendar days after such discharge or suspension without pay. The procedure outlined in 12.1.4, Step 2 shall be followed in the processing of such complaint.

12.2.5 Appeal to Arbitration: In the event the complaint is not resolved in Step 2 of the Grievance Procedure, the Union may, if it so desires, process the grievance to arbitration as outlined in 12.1.4, Step 4.

12.2.6 Civil Service Rights: The procedure set forth above shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

13 APPLICATION OF AGREEMENT

13.1 Complete Agreement

13.1.1 It is understood and agreed by the parties that the terms and conditions contained in this Agreement constitute the entire agreement and is the final and binding contract.

13.1.2 It is further understood and agreed that no agreements, alterations or modifications of the terms of this collective bargaining agreement shall be made or recognized unless executed in writing between the Town and the Union.

13.1.3 This Agreement settled in full all of the demands of the Union and the Union agrees that it will make no further demands of any kind for the duration of the Agreement.

13.2 Duration of Agreement

13.2.1 This Collective Bargaining Agreement shall be effective from August 1, 2014 through July 31, 2017, unless otherwise agreed to by the parties.

13.3 Savings Clause

13.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this Collective Bargaining Agreement shall continue to be in full force and effect.

13.3.2 Upon the issuance of such decision, the Town and the union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.

13.4 Legislative Action

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

13.5 Execution of Agreement

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

TOWN OF RUSSIA

TEAMSTERS LOCAL 294

Frances Donley
Town Supervisor

John Bulgaro
President/PEO

Date

Date

Michael A. Richardson
Labor Relations Consultant

Donald Spost
Field Representative

Date

Date