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

Local: **294**

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BC/7864

CONTRACT

BETWEEN

TOWN OF DRESDEN HIGHWAY DEPARTMENT

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET
ALBANY, NEW YORK

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

1/1/2010 - 12/31/2013

AUG 26 2010

1

ADMINISTRATION

3

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2010 - 2013

CONTRACT

BETWEEN

TOWN OF DRESDEN HIGHWAY DEPARTMENT

AND

TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
890 Third Street, Albany, NY 12206

ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

A. Town of Dresden Highway Department, hereinafter known as the Employer, 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 Town of Dresden Highway Department, which will enhance the working program of the Town of Dresden Highway Department 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 of the Employer, which laws, rules, and 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, NY as the sole and exclusive bargaining representative of:

All employees of the Employer heretofore referred to and known as Motor Equipment Operators, and excluding all others, with regard to rates of pay, wages, hours, and working conditions or employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties. All bargaining unit employees will be given the opportunity to work before the supervisor does the work of the bargaining unit members, except in the event of an emergency.

D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an Individual employee.
4. Any changes or modifications in the terms or conditions of employment of said employee are made only through Negotiations with approval of the Union.

E. Nothing herein shall restrict the Employer from using part time or temporary help to supplement the work force without the benefits or wage scale of the permanent full time employees. Part time workers will not be used to circumvent the need for full time positions.

F. THIS AGREEMENT entered into this day of April 2006 between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Dresden Highway Department, Dresden, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2006 to December 31, 2009.

ARTICLE II UNION SECURITY

A. Hiring additional personnel: When new permanent full time employees are to be hired, the Local applicants will be first and then the Union will have the opportunity as well to fill any position.

B. Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative.

C. Maximum union security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

D. Stewards: The Employer recognizes the right of the Union to designate one job steward from the Employer's seniority list. The authority of said steward 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 message 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 job steward shall be granted super-seniority for layoff and rehire provided he is qualified. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform to the applicable law, rule or regulation.

4. No steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job.

5. The Job Steward designated by the Union as such shall be given a total of actual time per day, if necessary, with twenty four (24) hours advance notice of when and where possible to process employee's grievance.

6. The Union shall notify the Employer in writing, of the employee designated by the Union as Job Steward.

ARTICLE III GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARDS

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such

work. Employees shall be placed on the seniority list after thirty (30) days worked from employment as of 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, and
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 work in the reverse order in which they were laid off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice or recall in person, by telegram, or by registered or certified 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 Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within seven (7) calendar days after 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 after ten (10) days following a leave of absence will lose all prior seniority.

D. Maintenance of standards

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement or any prior benefits. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

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 sixty (60) days prior to October 1 of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE VI 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 payday in the pay period next following such quitting. Accrued benefits as have been established here under 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 accepted, or pay the fair and reasonable value thereof before last payday.

ARTICLE VII EQUIPMENT

A. Defective Equipment

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipment with the safety appliance prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulations relating to safety of person or equipment.

B. Reports

Employees shall immediately, or at the end of their shifts, report all defects of

equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

C. Vehicle and Traffic Law Violations

Employer agrees to reimburse employees for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

ARTICLE VIII PAY PERIOD

All employees covered hereunder shall be paid in full on the Wednesday following the end of each pay period. The pay period will be every two weeks from Saturday through the second Friday.

ARTICLE IX JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be used in another job classification or division only if no work opportunities are lost by men normally performing work in that job classification or division to which he is transferred.

B. Highway Worker Class

Motor Equipment Operators

An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing any assigned duties, provided such damage does not result from a willful destructive act. An employee when his own carelessness will fully causes damage to vehicle assigned to him shall be suspended up to five (5) days without pay, depending upon the severity of said damage. This section shall be subject to the grievance procedure as provided for herein.

C. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of said maintenance

required by operators.

D. It is the intent of the parties that no employee in the bargaining unit shall be compensated at an amount less than his rate of pay immediately prior to this agreement plus any increases provided for herein.

ARTICLE X VACATIONS

A. Employees shall receive paid vacations as follows:
After six months service, 5 days with pay for that year
Second year of service, 7 days with pay
Third year of service, 8 days with pay
Forth year of service, 10 days with pay
Fifth year of service, 12 days with pay
Sixth year of service, 13 days with pay
After ten years service, 15 days with pay
After fifteen years service, 20 days with pay
After twenty years service, 25 days with pay
After twenty-five years of service employees will receive one additional day every two years to a maximum of 30 days at 30 years.
A day being eight (8) hours, Legal holidays excluded

B. Vacation leave shall not normally be carried over to the following year. Vacation leave shall be granted when, in the opinion of the appointing authority, it shall be convenient to the conduct of departmental business.

C. Employees who are separated from the service and who have accrued vacation leave to their credit at the time of separation based on percent of year worked times number of vacation days for year, shall be paid the salary equivalent to the accrued vacation leave.

D. Anything in this plan to the contrary notwithstanding, no employee shall be entitled to vacation time until he or she has worked at least one calendar year from the anniversary date of employment.

ARTICLE XI HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays, irrespective of the day of the week in which they fall:

New Year's Day	President's Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day	Thanksgiving Day
Day After Thanksgiving		Christmas Day	Martin Luther King Day

And Two Floating Holidays as set annually by the Town Highway Department.

ARTICLE XII SICK LEAVE

All employees covered hereunder shall be entitled to a maximum of six days per year (48 hours) absence with pay chargeable to sick leave, when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family residing in the household of the employee at the time of the illnesses. An employee may accumulate no more than 75 days (600 hours) sick leave total.

A doctor's certificate of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of a relative. The employee or a member of his family shall notify his immediate supervisor at least one hour prior to starting time. In addition no employee shall be paid for an authorized holiday if he takes a sick day either the day before said holiday or the day after unless otherwise scheduled to be off for said holiday.

A doctor's certificate may be required when an employee takes two (2) consecutive Mondays or two (2) consecutive Fridays of paid sick leave within a thirty (30) day calendar period.

ARTICLE XIII PERSONAL LEAVE

All employees covered hereby shall be entitled to five (5) days personal leave with pay to be granted upon request to the Superintendent of Highways. Each employee will endeavor to make said request upon reasonable notice, and in any case at least twenty-four (24) hours in advance if possible. Such personal leave is not to be deducted from sick leave or vacation pay.

An employee who desires to take a personal day the day before or the day after a vacation day or a holiday, must receive approval prior to taking said personal day, or the employee will forfeit the paid vacation day or holiday, exception being in case of an emergency situation where it is not possible for the employee to receive permission on time, the employee taking said personal day has the burden of providing proof to his Supervisor, or forfeit said pay for the paid vacation day or paid holiday. As a general rule, employees will not be allowed to take a personal day before or after a vacation day or a holiday in order to extend the period of time away from the job.

Personal days shall be granted on approval of the Superintendent of Highways

only.

Unused personal leave may be added to sick leave at the end of the year.

ARTICLE XIV BEREAVEMENT LEAVE

All employees shall be entitled to four (4) consecutive days absence from employment with pay, commencing with the date of death not chargeable to sick leave, for death in the family; i.e. parents of husband and wife, children and spouse.

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death not chargeable to sick leave, for death in the family; i.e. grand parents or siblings of husband and wife.

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

ARTICLE XV MEALS, ALLOWANCE AND LODGING EXPENSES

A. Employees required to work extra duty shall be allowed adequate time while remaining under work assignment, for meals.

In the case of supper, employees shall be allowed one (1) hour paid leave for supper during overtime, during snow plowing season, and after 5:00 P.M. only.

B. Whenever possible, coffee breaks shall be :

15 minutes in morning

15 minutes in afternoon

ARTICLE XVI PENSION PLAN

Employer shall maintain the present NY State Pension Plan.

ARTICLE XVII INSURANCE

The Employer shall make available the present or substantially equivalent insurance coverage and shall make available to all full time permanent employees and their dependents covered by this agreement Health and Major Medical Insurance and shall pay 90% of the premiums for individual or 80% of Two Person or Family Coverage required by the employee and/also refer to Appendix A located at the end of this agreement. The employer shall also pay for and provide Disability coverage. The Employer shall make the full health insurance payment for an employee on disability for up to six months.

The employee's share for health insurance shall not exceed \$50 per two-week pay period. New employees will not fall into this category until they have completed one year of employment.

ARTICLE XVIII WORK DAY AND WORK WEEK

The workweek shall be Monday through Friday.

The workday shall be eight (8) consecutive hours, Monday through Friday, and the starting time shall be 6:00 A.M. except a four (4) ten hour day work week during the construction season for all crews may be instituted. The Town may schedule a four (4) ten hour day work week during the months of May, June, July, August and September, it being understood that the employees must be given at least one (1) week's notice of change in the work week schedule. Assigned starting times during the construction season shall not be earlier than 6:00 A.M. Said ten (10) hour workday shall involve four (4) consecutive workdays, either from Monday through Thursday or Tuesday through Friday.

Employees shall receive overtime pay at the rate of one and one-half (1 1/2) times the regular pay for all hours worked in excess of forty (40) hours in a single work week (i.e. 12:01 A.M. Saturday through 12 Midnight Friday).

ARTICLE XIX WAGES

Effective as of January 1, 2010, the wage rate in all classifications shall be shown on attached Schedule C1.

A. All employees shall be able to work a minimum of 40 hours per week and in the event the Employer is unable to provide work for at least 40 hours in any given week, the employee shall be paid his usual and regular amount of pay for working a 40-hour week.

ARTICLE XX ADOPTION OF BY LAWS

It is understood and agreed that any benefits provided for the employees hereunder by the Town of Dresden Highway Department currently in effect and as revised from time to time which are greater than those contained herein or any greater benefits subsequently adopted and put into effect shall be extended to all employees covered by this agreement.

ARTICLE XXI WORKMEN'S COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of

their employment and thus entitled to Workman's Compensation payments shall be compensated in the following manner:

Any payment received, as Workman's Compensation benefits for absence for which the employee also received full sick leave will be returned to the Town as long as the employee receives full salary. The employee shall be entitled to retain any Workman's Compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXII DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2010 to December 31, 2013 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) 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 XXIII 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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIV GRIEVANCE PROCEDURE

BASIC PRINCIPLES:

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 stage of this procedure by a Union representative or legal counsel 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 and make a determination within the authority delegated to him in 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 related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.

PROCEDURES

An employee of the Town of Dresden Highway Department who has a grievance shall follow the procedure as outlined below:

STEP 1 INFORMAL STATE: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2 FORMAL STAGE: (A) Within ten (10) days after the oral

determination 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 Board of the Town of Dresden. Such appeal must be in writing and a hearing on said appeal shall be held by the Town Board within ten (10) days.

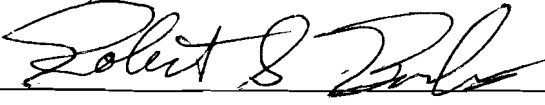
(B) Within five (5) working days after the Town Board shall notify the grievant and the steward of their decision.

STEP 3 If the Union objects to the decision rendered by the Town Board of the Town of Dresden, they may, within five (5) days from the receipt of such decision, submit the grievance or grievance at issue to the Public Employees Relations Board pursuant to said Agency's Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding.

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

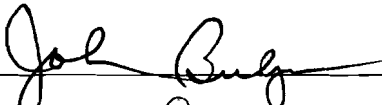
DATED _____

TOWN OF DRESDEN HIGHWAY DEPARTMENT
DRESDEN, NEW YORK

BY  8/20/10

TITLE: Dresden Town Supervisor

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
890 THIRD STREET
ALBANY, NEW YORK 12206

BY 
PRESIDENT

BY  8/17/10
BUSINESS AGENT

SCHEDULE C-1

WAGES

Employees eligible for retroactive pay will receive a flat payment of \$500.00.

Employees who have attained one year of service as of January 1, 2010 Shall be paid the following:

Effective January 1, 2010 - \$16.20 per hour
Effective January 1, 2011 - \$16.70 per hour
Effective January 1, 2012 - \$17.20 per hour
Effective January 1, 2013 - \$17.70 per hour

Employees hired on or after January 1, 2010 shall receive \$2.00 per hour less than the above stated rates, in effect at that time, for their first year of employment. They shall receive \$1.50 less per hour than the above stated rates in effect, for their second year of employment. They shall receive \$1.00 less per hour than the above stated rates in effect, for their third year of employment. They shall receive \$.50 cents less per hour than the above stated rates in effect, for their fourth year of employment. After completion of four years of service, said employees shall receive the full rate of pay in effect at that time.

Employees called in to work outside of their normal working schedule will be guaranteed a minimum of 2 hours pay at time and one half their normal rate of pay, for the inconvenience of the call in.

After one (1) year of service new employees will receive the rate schedule for employees with over one (1) year of service.

The Town will reimburse each employee for renewal of license upon receipt to Superintendent of Highway or Town Clerk.

The Town will provide a clothing reimbursement of \$400.00 per year. (no receipt necessary).

The Town will provide a safety shoe reimbursement of \$200 per year. (no receipt necessary)

Employees who can demonstrate to the Town that they have Health Insurance provided by others and decline Town Coverage will receive a payment of \$2,000.00

per year pro rated to help cover any employee contributions for that other Insurance.

APPENDIX A

Written Regulation for the Administration of Health Insurance Plans for the Town of Dresden Adopted 12/10/2001

Whereas, the Town Board of the Town of Dresden desires to establish a clear policy on health insurance available to Town employees and retirees, now therefore be it

Resolved, that the Town Board of the Town of Dresden adopts the following regulations governing the administration of the Town's health insurance plans:

HEALTH INSURANCE PLAN

The plan decided upon by the Town Board to be adequate to cover the needs of the Town's employees and retirees and affordable to the town.

EMPLOYEE ELIGIBILITY

All employees of the Town of Dresden are eligible to enroll in the health plan offered by the town with the following provisions:

TOWN AND EMPLOYEE SHARE - Town pays 100% for the Highway Superintendent, and the Town Clerk. The Town pays for the Highway Employees as per Union Contract. Individual, two-person, or family coverage will be provided to cover the employee, their spouse and their minor children. All other employees must pay 100% for desired coverage.

EMPLOYEES ON DISABILITY - Employees on disability for 30 days or more must pay 100% of health insurance premium or coverage will be terminated.

CONTINUATION OF INSURANCE AFTER LEAVING TOWN EMPLOYMENT - The town will continue health insurance for employees at the employee's expense for up to 1 year after termination of employment or while on unpaid leave.

RETIREE ELIGIBILITY

Retired employees of the Town of Dresden are eligible to enroll in the health plan offered by the town with the following provisions:

TOWN AND RETIREE SHARE - The town will pay 100% of individual and 35% of the difference between individual and two-person or family provided ALL the following requirements are met.

1. The retiree was provided town paid health insurance for ten or more years.
2. The retiree must be retired through the New York State Retirement System with enough Town of Dresden time to Qualify for retirement under that system.
3. The Town of Dresden is the employer from which the employee retired to enter the New York State retirement system.
4. All retiree payments for coverage are kept up to date.

Any retiree who does not meet ALL of the requirements for town payment must pay 100% for any coverage desired.

SURVIVOR COVERAGE

Upon the death of an employee or retiree, the town will continue coverage for the survivors covered at the time of the employee or retiree's death at no cost for three months. At that time they may continue coverage provided that they pay 100%.

TERMINATION OF COVERAGE FOR NON-PAYMENT

Anyone who does not pay their portion of their health insurance premium to the Town Supervisor or a person designated by the Town Supervisor prior to 10 days in advance of the due date for the town's premium may have their health insurance terminated. Anyone whose health insurance is terminated cannot rejoin the health plan until the next open enrollment period. Anyone whose health insurance is terminated twice for not making timely payment will not be permitted to rejoin the town's health plan.

MEDICARE PREMIUM REIMBURSEMENT

In the past the Town has reimbursed employees and retirees and their spouses for Medicare costs. Effective 10/1/94, anyone retiring from the town either belonging to Medicare or becoming eligible for Medicare will no longer receive this

reimbursement from the town.