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Contract Database Metadata Elements

Title: **Mayfield, Town of and International Brotherhood of Teamsters (IBT), Local 294 (2010)**

Employer Name: **Mayfield, Town of**

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

Local: **294**

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AGREEMENT

Between

TOWN OF MAYFIELD

And



TEAMSTERS LOCAL 294

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2010 AND EXPIRING DECEMBER 31, 2012

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 14 2010

ADMINISTRATION

Agreement entered into the _____ day of _____ 2009 by and between the Town of Mayfield-County of Fulton, New York (hereinafter referred to as the "Town" and Local 294, International Brotherhood of Teamsters, 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 classified as drivers, equipment operators or laborers.

ARTICLE II

This contract shall for the period commencing January 1, 2010 thru December 31, 2012.

ARTICLE III

January 1st, 2010 - Regular employees shall receive \$17.80 per hour. January 1st, 2011 - Regular employees shall receive \$18.33 per hour. January 1st, 2012 - Regular employees shall receive \$18.88 per hour. (The above wages include \$.21 pr. hr. for One Person Plowing)
Any new employee hired after January 1st, 2010 will receive \$1.00 per hour under the full rate for the first sixty (60) calendar days of employment. After sixty (60) calendar days, new employees will receive the full rate of pay.

Part-time employees will not work more than sixteen (16) hours in any one (1) week.

ARTICLE IV

AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union, or if any employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a bargaining unit 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. If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the Employees covered hereunder, the monthly membership dues payment and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE V

The workweek shall be as set forth in ARTICLE XVII and procedure and scheduling of vacations and hours of work as now in effect shall remain for the duration of the Agreement.

ARTICLE VI

HEALTH AND WELFARE

Effective January 1, 1997, for employees hired by the Town prior to January 1, 1994, the Town will pay 90% of the premium costs for individual, two-person or family coverage for eligible employees. The employee will pay the remaining 10% portion of the chosen health insurance, whether it is individual, two-person or family coverage. The health and welfare plan provided by the Town will be the plan currently in effect with major medical coverage or a comparable

Plan. For Employees hired after January 1, 1994 and before January 1, 2010 the Town will pay 90% of the employee's individual coverage and 50% of such employee's two person or family coverage. For employees hired on or after January 1, 2010, the Town will pay 90% of the employee's individual coverage or 50% of such employee's two-person or 50% of such employee's family coverage. (Example- For employees hired on or after 01/01/2010, the employer will pay one, not both, either 90% of Single or 50% of Two Person or Family) The employee will pay the remaining portion of the health insurance. For prescriptions, the employee will pay the necessary co-pays.

A. The Town will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to premium conversion, un-reimbursed medical expenses and dependent care provisions. The Town agrees to continue to offer such plan as long as the Town does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the Town, which exceeds the savings, realized by the Town through implementation of it.

B. Health Insurance Buy Out

1. Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must annually elect the cash benefit in writing, which must be submitted to the Highway Superintendent on or before December 1st of each year for election to be effective January 1st of the subsequent fiscal year (1/1 - 12/31). Bargaining unit members appointed on or after February 1st must make the election no later than thirty days after being appointed. No election of the cash benefit will be valid unless accompanied by proof of health insurance coverage.

2. The amount of “cash benefit” to be paid annually by the Town to the entitled bargaining unit member who elects the benefit shall be \$2,000 to those employees otherwise eligible for two-person or family health insurance coverage and \$1,000 to those employees who opt out of individual health insurance coverage. The cash benefit shall be in addition to the unit member’s pay and shall be distributed yearly in two equal payments on June 1st and December 1st.

3. Any bargaining unit member who has received a cash benefit payment from the Town in lieu of health insurance coverage and who leaves the employment of the Town prior to June 1st or December 1st shall have a pro-rated portion of such cash benefit adjusted in his/her final paycheck.

4. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the Town plan during the year in which (s) he has elected the cash benefit, provided that (s) he makes a written request for coverage under the Town health insurance plan to the Highway Superintendent. The resumption of coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who opts out of the Town health insurance plan for less than a full year shall receive a pro-rated portion of the cash benefit. The Town and the Union agree to work cooperatively to try to mitigate any problem that arises from the exercise of this option.

5. The Town agrees to continue to offer the health insurance opt-out benefit as long as the Town does not incur a loss from the provision of such benefit to the employees. A loss for these purposes shall be defined as a cost to the Town, which exceeds the savings, realized by the Town through the offering of such benefit.

ARTICLE VII

HOLIDAYS

The following days shall be designated as Holidays covered by this Agreement: New Year's Day, Good Friday, Memorial day, July 4th, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, two (2) roving Holidays and three (3) personal days. Personal Days that remain unused will make an employee eligible for a bonus, that will be paid on December 15, each year of the Agreement, starting with the year 2004. The Bonus will be paid as follows: All three (3) days unused \$ 300.00. Two (2) days unused \$ 150.00 and One (1) day unused \$ 50.00. The above listed Holidays are paid Holidays. Any employee required to work on said holiday will, in addition to one (1) day's holiday pay, be paid at the rate of time and one-half (1-1/2) the hourly rate for all hours worked on said holiday, except that employees required to work Thanksgiving and/or Christmas will be paid at the rate of two (2) times their normal hourly rate for such work.

Employees may take personal leave in hourly increments upon approval of the Highway Superintendent. No reasonable requests will be denied.

ARTICLE VIII

VACATIONS

Employees shall receive one (1) week's vacation after one (1) year of service, two (2) weeks' vacation after three (3) years of service and three (3) weeks' vacation after ten (10) years of

service and three (3) weeks and 1 day of vacation after sixteen (16) years of service and three (3) weeks and 2 days of vacation after seventeen (17) years of service and 3 weeks and 3 days of vacation after eighteen (18) years of service and three (3) weeks and 4 days after nineteen (19) years of service and four (4) weeks vacation after twenty (20) years of service. The Town will allow employees to take vacation time in hourly increments, subject to the approval of the Highway Superintendent. There will be no banking or accumulation of vacation leave from year to year.

ARTICLE IX

SICK LEAVE - BEREAVEMENT LEAVE

Employees will earn eight (8) hours sick leave per month to a maximum cumulative total of one thousand nine hundred sixty (1960) hours. Such leave shall be accrued at the beginning of each month. Employees will be allowed to use sick leave in hourly increments. Of the maximum accumulation of 1960 hours, up to 1000 hours of such accumulated leave may be used to off set the cost of Health Insurance upon retirement. Once the employee has determined the number of accumulated hours to be used for Health Insurance, any remaining hours, up to 960 hours shall be paid one-half on retirement and compassionate leave. In other words, if an employee has 960 hours remaining, 480 hours shall be paid as retirement and compassionate leave. If an employee has 500 hours remaining, he/she shall be paid not more than 250 hours

The Town will provide employees with five (5) days bereavement leave for the death of a spouse, child or stepchild. Three (3) days bereavement leave shall be provided for the death of a

parent, brother and sister, father-in-law or mother-in-law. One (1) day bereavement leave shall be provided for stepparent, grandparent, half brother and half-sister.

ARTICLE X

PRESENT RETIREMENT

The Town agrees to continue a Retirement Program under the New York State Employees' Retirement System that they presently have.

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 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 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

The parties agree hereto that all benefits and privileges enjoyed by the employees in the past shall continue to remain in effect in addition to all the benefits and conditions set forth in the Agreement herein.

ARTICLE XIV

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 XV

Seniority - Employees shall gain seniority on the sixty first (61st) day of employment. Layoff and rehired shall be in seniority order. Employees with most seniority laid off last and recalled first. Seniority to be held for six (6) months lay off. Overtime and emergency shall be on an equal basis.

ARTICLE XVI

WORKDAY - WORKWEEK - OVERTIME

A. "Employees normal workweek shall be Monday through Friday and their normal workday will be eight hours exclusive of one-half hour meal break." The shift shall run from 7:00 a.m. to 3:30 p.m.

B. During the May through September months, the Town will have the right to schedule employees to work ten (10) hour shifts of four (4) days a week, Monday through Thursday from 6:00 a.m. to 4:30 p.m., if it is determined that such work shifts better serve the interests of the Town.

C. The employees recognize the right of the Highway Superintendent to call in employees during emergency situations.

D. For new employees hired after January 1st, 1998, the Town may hire new employees on other than the normal Monday-Friday shift, with one provision, that would be that the shifts for those new employees couldn't be changed more than every 30 days. Further, the new employees must be given at least five (5) days notice as to how the shift will be changed, except in emergency conditions.

E Payroll will be Bi-Weekly. Employees will receive paychecks every two weeks, replacing the old practice of weekly payroll.

ARTICLE XVII

There will be a minimum call-in time that will guarantee the employee four (4) hours on a minimum call-in.

FOR THE EMPLOYER:

TOWN OF MAYFIELD

BY Richard Argotinger - Supervisor

FOR THE UNION:

LOCAL 294, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

BY John Bulgero
John Bulgero, President

BY Paul Engel
Paul Engel, Business Agent