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

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AGREEMENT

Between

TOWN OF PUTNAM HIGHWAY DEPARTMENT

And



TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 Third Street
Albany, New York

1/1/10 - 12/31/13

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JAN 11 2010

ADMINISTRATION

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ARTICLE 1 - CONDITION AND SCOPE OF AGREEMENT

A. TOWN OF PUTNAM 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 Putnam 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, New York as the sole and exclusive bargaining representative of:

All employees of the Employer heretofore referred to and known as mechanics and motor equipment operators and excluding all others, with regard to rates of pay, wages, hours, and working conditions of employment subject to the annual budget vote approving said terms and conditions as are negotiated between the parties. Supervisors shall not perform work of members of the bargaining unit except in the event of an emergency, provided all men of the unit are working.

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

- 1- The Union is informed of such meetings.
- 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. THIS AGREEMENT entered into this 17 day of December ²⁰⁰⁹ between LOCAL UNION 294, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the UNION, and PUTNAM HIGHWAY DEPARTMENT, Putnam, New York, hereinafter referred to as the EMPLOYER, shall be in effect from January 1, 2010 to December 31, ~~2012~~ ²⁰¹³

12/17/09
JLP

ARTICLE II - UNION SECURITY

A. Hiring additional personnel: When new employees are to be hired, the Local Union as well as other sources will be afforded the opportunity to send applicants for the jobs.

B. Check-off for 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 Union all such deductions at the end of each month for which deductions are made. Written authorizations by the employees is to be furnished in the form approved by the Employer.

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 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 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 job steward shall be granted super seniority for all purposes, including a layoff, rehire and job performances, 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 with 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 Union shall notify the Employer in writing of the employees designated by the Union as Job Steward.

E. Agency Shop Fee: 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.

The Employer agrees to and shall deduct from the wages of all employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

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

Seniority: Employees shall be placed on the seniority list after thirty (30) days of employment as of his first day of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

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

- 1- Lawful discharge and
- 2- Voluntary quit

B. 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. All notice for lay-off shall be given at the termination of work on Friday.
- 2- In the event of a recall, the laid off employee shall be given notice of recall by telegram, registered or certified mail sent to the address last given to the Employer by the employee. Within three (3) calendar days after tender of delivery at such address to the Employer's notice, the employee must notify the delivery at such address to the Employer's notice, the employee must notify the Employer by registered certified mail of his intent to return to work and must actually report for work within seven (7) days after date of tender of delivery of the recall notice unless it is 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. This provision shall not apply to an employee laid off for more than one (1) year.
- 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 budget submission date for the purposes of attempting to mutually agree upon amendments to this agreement.

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 period next following such quitting. Accrued benefits as have been established hereunder shall be included in such payments.

ARTICLE VIII- 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 safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

B. VEHICLE AND TRAFFIC VIOLATIONS

1. Employer agrees to reimburse employee for payment 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 or her vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeurs Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

ARTICLE IX - UNIFORMS

A. Protective clothing will be furnished by the Employer to those employees performing work in the following areas:

1. Mechanical work and maintenance on trucks and equipment.

B. An adequate number of boots and foul weather gear will be maintained by the Employer for the use of the employees in emergency situations.

ARTICLE X - PAY PERIOD

A. All employees covered hereunder shall be paid Bi- Weekly. When the regular pay day falls 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 made for any purposes.

ARTICLE XI - 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.

1- Motor Equipment Operators.

B. 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 increase provided for herein.

ARTICLE XII - VACATIONS

A. Employees shall received paid vacations as follows:

After one (1) year service, five (5) days with pay.

After two (2) years service, six (6) days with pay.

After three (3) years service, seven (7) days with pay.

After four (4) years service, eight (8) days with pay.

After five (5) years service, nine (9) days with pay.

After six (6) years service and thereafter, ten (10) days with pay.

After ten (10) years service, one (1) additional day up to a maximum of fifteen (15) days.

Legal Holidays excluded.

B. Vacation leave shall not 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 services and who have accrued vacation leave six (6) months from previous vacation to their credit at the time of separation 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 six (6) months from the anniversary date of employment.

ARTICLE XIII - HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays and receive eight (8) hours pay for each, irrespective of the day of the week in which they fall, during the 5 day 8 hour per day work schedule. During the 4 day 10 hour per day work schedule employees will be paid 10 hours pay for each, irrespective of the day of the week in which they fall. (**Election Day Holiday was given up to cover the additional hours during the 4 ten weeks.**)

New Year's Day

Columbus Day

Presidents Day

Thanksgiving Day

Memorial Day

Veteran's Day

Independence Day

Christmas Day

Labor Day

Martin Luther King Day

ARTICLE XIV - SICK LEAVE AND PERSONAL DAYS

A. All employees shall be entitled to a maximum of six (6) days chargeable to personal days at the discretion of the employee. Employee shall be entitled to ten (10) sick days if accompanied by doctor's certificate, i.e., sixteen (16) days per year. Said days shall be available to an employee after six (6) months of service. After three (3) consecutive sick days, a doctor's certificate must be presented. Sick days will be accumulative up to one hundred (100) days. Unused personal days (at the end of the year) will be converted to sick days and deposited into the sick day accruals bank.

B. No employee who uses a sick day shall be paid overtime in that twenty-four (24) hour

period unless the employee is available for work at the time he is requesting for overtime in which case he may use personal time rather than sick time.

C. Sick leave not used at the end of each year will be paid for at 75% of the full rate.(Example if \$120 is 8 hours paid, the sick leave buy out would equal \$90, which is 75% of \$120. Upon retirement, quit or termination, sick pay will be pro-rated based on time earned. Unused sick leave now banked will be either used or paid for at end of the year. Sick Leave carried until retirement will paid out at 100% when used for Health Insurance during retirement. Personal leave must be taken in no less than four (4) hours at a time. Personal time may be used in less than four (4)hour increments if used at the beginning or end of the day (in one (1) hour increments). Other than in emergency situations, one (1) days notice for personal time off is required.

ARTICLE XV - BEREAVEMENT LEAVE

All employees shall be entitled to three (3) consecutive day's 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.

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

ARTICLE XVI - MEAL 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.

B. Whenever possible, coffee breaks shall be:

15 minutes in morning
15 minutes in afternoon

ARTICLE XVII - PENSION PLAN

Employer shall maintain the present pension plan.

ARTICLE XVIII - INSURANCE

A. The Employer shall maintain the present level of insurance benefit coverage or better, for

all employees and their dependents covered by this assignment, and shall pay 100% of the premiums for employees and for their dependents up to a maximum of \$10,000 per year per employee. When the insurance premiums exceed \$10,000, the amount over the cap will be split evenly between the Town and the employee. (example, if the yearly premium was \$11,000 per year there would be an excess of \$1,000. This \$1,000 would be picked up by the Town paying an additional \$500 and the employee paying an additional \$500.) The employee's portion would be paid through payroll deduction and taken pre-tax.

B. Effective January 1, 1984 the Employer agrees to pay 100% of the premium cost for disability insurance.

ARTICLE XIX - WORK DAY AND WORK WEEK

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

The work day shall commence at 7:00 A.M. and shall be for eight (8) hours with one-half (1/2) hour for scheduled lunch break (7:00 A.M. to 3:30 P.M.) effective January 1, 1983, the Town may schedule a four (4) ten (10) hour day work week, Monday through Thursday) during the middle of May, June, July, August, September and October, it being understood that the employees must be given at least one weeks notice of change in the work schedule.

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).

It is understood that the Holiday and Sunday trash pick up will always be covered by someone from the Highway Department.

ARTICLE XX - WAGES

SEE SCHEDULE "C"

A. All employees on payroll shall work a minimum of forty (40) hours per week and be paid bi-weekly.

ARTICLE XXI - DESCRIPTION OF DEPARTMENT SUPERVISOR

In order to assure an orderly understanding of authority of supervisors for job assignments and instruction, the Highway Superintendent shall designate by name those persons with such authority.

ARTICLE XXII - ADOPTION OF BY-LAWS

It is understood and agreed that any benefits provided for the employees hereunder by the Town of Putnam 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 XXIII - WORKMEN'S COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payments shall be compensated in the following manner:

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

ARTICLE XXIV - DURATION CLAUSE

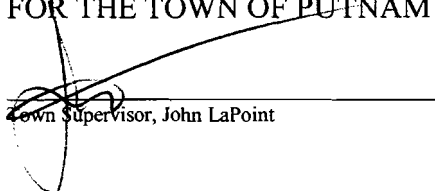
This Agreement shall be in force and effect from January 1, 2010 to December 31, 2013 and shall continue from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof of any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE XXV

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.

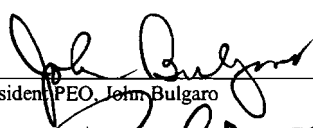
THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY.

FOR THE TOWN OF PUTNAM

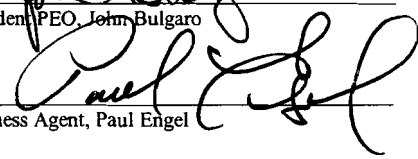


Town Supervisor, John LaPoint

FOR TEAMSTERS LOCAL 294



President PEO, John Bulgaro



Business Agent, Paul Engel

SCHEDULE "A"

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 of legal counsel as hereinafter provided.
- 4- Each party to a grievance shall have access at reasonable times to all written statement 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 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 and 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 Town of Putnam Highway Department who has a grievance shall follow the procedure as outlined below:

STEP 1 - INFORMAL STAGE: 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 - (A) Within ten (10) days after the oral determination of 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 Putnam. 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 Putnam, they may within five (5) days from the receipt of such decision, submit the grievance or grievances at issue to the Public Employment 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 on the Employer and the Union.

SCHEDULE "C"

SALARY SCHEDULES

EFFECTIVE JANUARY 1, 2010

Motor Equipment Operators \$18.00 per hour

EFFECTIVE JANUARY 1, 2011

Motor Equipment Operators \$18.75 per hour

EFFECTIVE JANUARY 1, 2012

Motor Equipment Operators \$19.50 per hour

EFFECTIVE JANUARY 1, 2013

Motor Equipment Operators \$20.25 per hour

Employees hired on or after January 1, 2006 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 with 15 or more years of service will receive Longevity Pay in the amount of \$1.00 per hour to be add to their regular base pay.