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Contract Database Metadata Elements

Title: **Kinderhook, Town of and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT), Local 294 (2009)**

Employer Name: **Kinderhook, Town of**

Union: **International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America**

Local: **Local 294**

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

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

PERB ID Number: **7398**

Unit Size: **11**

Number of Pages: **18**

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11/09 - 12/31/11

EMPLOYMENT CONTRACT

AGREEMENT made and entered into this 31 day of March, 2009, between the **TOWN OF KINDERHOOK**, located in Kinderhook, Columbia County, New York, hereinafter referred to as the "Employer", and the **TEAMSTERS LOCAL 294**, Affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 890 Third Street, Albany, New York, hereinafter referred to as "Local 294".

WITNESSETH

WHEREAS, the parties desire to cooperate in establishing conditions among members which will secure to the Members a living wage and establish a basic understanding as to the employment relations that may arise within the sphere of collective bargaining, and to peacefully settle all disputes that may properly come under this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

ARTICLE I - RECOGNITION

The Employer agrees to recognize Local 294 as the exclusive bargaining agent for all employees of the Employer with regard to wages, hours, and other conditions of employment, heretofore referred to as known as laborers, motor equipment operators (heavy, light and truck), mechanics and foreman in the highway department and excluding all others and agrees not to discriminate against any of its members for carrying on activity on behalf of Local 294.

ARTICLE II - GENERAL POLICY

The management and direction of the working forces and operation including the hiring, promoting, the layoff and calling to work of employees, suspension and taking of disciplinary action up to and including termination for just cause, are the exclusive functions of the Town

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

Board or agent working under the direction of the Town Board and such actions shall be taken pursuant to existing practices; provided , however, that in the exercise of such functions the Town shall not act contrary to, alter or attempt to amend any of the provisions of this Agreement.

ARTICLE III - UNION SECURITY

A. 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, in any amount equivalent to the amount of monthly dues payable by a union member as the exclusive collective bargaining representative. The Employer agrees to and shall deduct from wages of all employees covered hereunder-monthly membership dues payable to the union for monthly agency shop fee above described and shall immediately thereafter transmit the same to the union.

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

1. The investigation and presentation of grievance in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information:
 - a. Have been reduced to writing, or
 - b. If not reduced to writing, are of a routine nature and do not involve a usual to perform work assignments.

3. The Steward and alternate shall be entitled to a total of sixteen (16) hours annually for union activities.

ARTICLE IV - PROHIBITION OF STRIKES

Neither the union or 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 DEADLOCK 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 - SEPARATION

Upon discharge and quitting, the Employer shall pay all money due to the employee on the payday in the pay period next following such quitting or discharge.

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.

ARTICLE VII - EQUIPMENT VIOLATION

Employer agrees to reimburse Employee 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.

ARTICLE VIII - PAY PERIOD

All Employees covered hereunder shall be paid in full biweekly on Friday at the earliest time convenient with both Employer and Employee. When the regular payday falls on a holiday, the Employer shall pay the Employees on the last banking day immediately preceding the holiday.

ARTICLE IX - VACATIONS

A. Employees shall become eligible on their anniversary date to receive paid vacations as follows:

1 year	-	5 days
2 years	-	10 days
6 years	-	11 days
7 years	-	12 days
8 years	-	13 days
9 years	-	14 days
10 years	-	15 days
11 years	-	16 days
12 years	-	17 days
13 years	-	18 days
14 years	-	19 days
15 years	-	20 days

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 the departmental business.

ARTICLE X - HOLIDAYS

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

- | | |
|---------------------|------------------------|
| New Year's Day | Independence Day |
| Employee's Birthday | Thanksgiving Day |
| Labor Day | Christmas Day |
| Veteran's Day | Day after Thanksgiving |
| Good Friday | Memorial Day |

For the purpose of this Agreement, any of the above designated holidays which fall on a Sunday shall be observed on the following Monday and any falling on a Saturday shall be observed on the preceding Friday or the legal designated State holiday, if any. Such holiday shall be afforded only to full time employees and provided that the employees shall work the day before and the day after the recognized holiday. In addition to the foregoing, all employees shall be entitled to four (4) floating holidays with pay to be granted upon request and approval to the Superintendent of Highways thirty-six(36) hours in advance.

Employees required to work on the Holidays listed above will receive time and one half their regular rate of pay for all hours worked on the Holiday with the exception of Thanksgiving, Christmas and New Year's Day employees will be paid double their regular rate of pay for all hours worked.

ARTICLE XI - SICK LEAVE

All employees covered hereunder shall be entitled to a maximum of thirteen (13) days of 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 illness. Employee shall provide a doctor's certificate certifying the employee's illness or the illness of the employee's immediate family for any illness, which required the absence of the employee for a period in excess of three (3) days consecutively. Unused sick days may be accumulated by the employees to a maximum of one hundred and sixty five (165) sick days, but no compensation shall be paid for such upon employees' termination from employment.

Employees who have accumulated more than one hundred and sixty five (165) sick days may surrender the days above 165 for compensation to the Employer at the rate of two (2) days of sick leave for each day of compensation. Employees may only surrender sick days only during the month of December of each year. After the surrender employees must maintain a minimum of thirteen (13) days of accumulated sick leave. Upon retirement employees may turn in accumulated sick days to pay their 25% cost of health care for themselves and their dependents.

ARTICLE XII - PERSONAL DAYS

All employees covered hereunder shall be entitled to three (3) days personal leave with pay to be granted upon request to the Superintendent of Highways thirty-six (36) hours in advance, unless in case of emergency. Such personal leave is not to be deducted from sick leave or vacation pay.

ARTICLE XIII - BEREAVEMENT

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 family, i.e., parents of husband and wife, children and spouse.

ARTICLE XIV - ALLOWANCE AND LODGING EXPENSES

Employees required to work extra duty shall be allowed thirty (30) minutes while remaining under work assignment for meals. Employees will be entitled to a meal allowance of Ten and 00/100 Dollars (\$10.00) after four (4) hours consecutive hours of extra duty. The employee will be allowed a second Ten and 00/100 Dollars (\$10.00) for the second consecutive period of four (4) hours. However, a maximum of \$20.00 will be allowed in any 24-hour period.

ARTICLE XV-PENSION PLAN

Employer shall maintain the present Pension Plan.

ARTICLE XVI - INSURANCE

A. The Employer shall maintain the Health and Welfare Plan administered by the Albany Area Trucking and Allied Industries, Local 294, Health and Welfare Fund, Tier Two (2) coverage for all employees and their dependents covered by this Agreement and shall pay 100% of the premiums for employees and 100% for their dependents provided that the representation made by the union representative are accurate, regardless of whether such employee wishes his family to be covered or not. New employees hired after the execution of the contract will pay the following percentages toward the cost of their Health Insurance. Single person will pay a 5% contribution, Two person will pay 10% towards the cost of their coverage and Family coverage

will be 15% of the cost of coverage. Premiums shall be calculated at the following rates:

<u>Effective Date</u>	<u>Single</u>	<u>Two-Person</u>	<u>Family</u>
Year 2009	\$475.00/mo.	\$907.00./mo.	\$1188.00/ mo.
Year 2010	\$513.00/ mo.	\$980.00 /mo.	\$1283.00/mo.
Year 2011	\$554.00/mo.	\$1058.00/mo.	\$1386.00/mo.

B. The Town will be required to begin Health Insurance payments for all employees after one full calendar month of employment, for employees who start on the first day of the month. For employees that don't start on the first day of the month, payments for Health Insurance will start after thirty (30) calendar days of employment employees Health Coverage will start at the beginning of their third month of employment after his/her employer begins to make contributions on his/her behalf. (Example) an employee starts work on January 1, 2004; the employer contributions begin on February 1. The employer makes contributions for February and March. The employee's Health coverage will become active the first of April 2004.

C. Employees that receive Health Insurance through their spouse or by other means will be allowed to Opt-Out of the Health Insurance Coverage in the Collective Bargaining Agreement. This opt-out will be allowed on a one time only basis. An employee with Family Coverage will be paid \$4000 for not taking the Insurance offered by the Town. An employee with 2 person Coverage will be paid \$2000 for not taking the insurance offered by the Town. An employee that chooses to opt-out will not be allowed back into the Insurance plan offered by the Town unless they can show proof that the means by which they were getting Insurance during the opt-out no longer exists.

ARTICLE XVII - WORK DAY AND WORK WEEK

A. The regular workweek shall be forty (40) hours Monday through Friday from 7am. Through 3:30 pm. with a one half hour un-paid lunch period. Summer Hours will start at the

direction of the Highway Superintendent and will end the first full pay check in October. Hours during this time will be 6am. Through 4pm. Monday through Thursday.

B. Employees shall receive overtime pay only after the employees shall have worked in excess of forty (40) hours during the week or shall have worked in excess of eight (8) consecutive hours during the work day. Overtime will be paid at the rate of one and one-half the regular straight time hourly rate.

C. In the event that the employee shall continue to work beyond 12 o'clock midnight after he shall have continued to work more than eight (8) hours, or shall have been called back to work, time worked beyond 12 o'clock midnight continue to be paid at time and one-half so long as he shall work continuously or until the normal day commences.

D. There will be a guaranteed workweek of forty (40) hours between 12:00 A.M. Monday and 11:59 P.M. Friday, except for the following:

- a. Employees own absence, tardiness, or failure to report to work.
- b. Casual or part-time employees will not be eligible for guaranteed workweek.
- c. Paid holidays will count as eight (8) hours toward the forty (40) hours guaranteed workweek.

E. If any employee is called back to work after he has left work to work for the Employer at any time other than between the regular working eight (8) hours between Monday and Friday he shall return and shall be reimbursed for at least two (2) hours of work provided the employee, in fact, works during such period of time, provided he returns to work at the place designated by the Superintendent of Highways within one (1) hour of the time when he is notified to so return. All employees are hereby affirmatively obligated to so return within such

period of time. "Except In case of a personal emergency on the part of the employee."

F. Employees that have started early and have already worked (8) eight hours will have the option of continuing to work out the rest of their regular work day or going home after the completion of their (8) eight hours, provided they are no longer needed by the Highway Superintendent.

ARTICLE XVIII - TIME AND PAY RECORDS

The town shall have the option of installing a digital punch clock and the employees shall be required to comply with the regulations of the Superintendent of Highways hereafter so established in connection with such punch clock. In the event that the Town so elects to install such a punch clock and the Superintendent of Highways establishes regulations in connection with same, no employee shall be paid his or her salary under the terms of this contract unless he has complied with the regulations so established with regard to such punch clock.

On all regular paydays, the employee shall receive his paycheck from the Town, a receipt showing hours worked, both straight time and overtime, and itemization of all deductions taken by the Town from gross pay.

ARTICLE XIX - SAFETY SHOES OR WORK-RELATED CLOTHES

Each employee shall be entitled to an allowance of Two Hundred and 00/100 Dollars (\$200.00) per year to defer the cost of purchasing safety shoes or work-related clothing.

The Town shall make payment to the employee during the month of January. A Town voucher is to be submitted by the employee. Each employee shall wear safety shoes during work

hours with the exception of the time spent cutting brush in snow.

**ARTICLE XX - GENERAL CONDITIONS OF EMPLOYMENT INCLUDING
SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF STANDARD**

Employee shall be placed on the seniority list after sixty (60) days of employment as of his first date of hire. The first sixty (60) days shall constitute a probationary period of employment. 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:

- a. Lawful discharge; and
- b. Voluntarily quit.

B. Layoff and Recall:

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. When it becomes necessary to hire employees to work overtime, the senior employees shall be given the first opportunities provided they shall be qualified to perform the work required.

ARTICLE XXI - WAGES

A. Effective January 1, 2009, the wage rate shall be as follows:

- a. Laborer - \$15.14
- b. Machinery and equipment - \$16.68
- c. Foreman - \$18.85
- d. Project Leader - \$17.91
- e. Senior Foreman - \$19.95

Effective January 1, 2010, the wage rate shall be as follows:

- a. Laborer - \$15.63
- b. Machinery and equipment - \$17.22
- c. Foreman - \$19.46
- d. Project Leader - \$18.49
- e. Senior Foreman - \$20.60

Effective January 1, 2011 the wage rate shall be as follows:

- a. Laborer - \$16.17
- b. Machinery and equipment - \$17.82
- c. Foreman - \$20.14
- d. Project Leader - \$19.14
- e. Senior Foreman - \$21.32

B. Additional Compensation: At the direction of the Employer and with the consent of the employee, individuals with the classification of laborer or motor equipment operator may perform certain mechanical work on trucks and equipment of the Employer. Such work shall include replacing lights, batteries, starters and the like. Mechanical work does not include the installation of snowplows and chains on said vehicle. For the actual time spent performing such mechanical duties employees shall receive additional compensation. Such compensation shall be paid according to the terms and conditions as set forth on Schedule A attached hereto.

C. Position of Project Leader: The Town may create two new positions of Project Leader.

The employees chosen to fill these positions will be working in a sub- foreman position. The actual job description and choice of who fills these positions will be managements Prerogative. Compensation for these positions will be paid according to the terms and conditions as set forth in Article XXI Wages.

D. Longevity Pay – Full-time employees will receive Longevity Pay based on the following schedule and qualifications.

	Years of service	Amount to be paid per yr.
At the beginning of	6-10	\$750.00
	11-15	\$1250.00
	16-20	\$1500.00
	21-25	\$2000.00

26-30	\$2500.00
30&over	\$3000.00

Longevity is to be paid in February of the year following the contract years. (2009 Longevity is paid in February of 2010, 2010 Longevity is paid in February of 2011 and 2011 Longevity is paid in February 2012) All employees currently working full time upon the signing of this agreement will be grandfathered and paid at not less than the minimum \$750 regardless of their years of service until they qualify for a greater amount under the schedule.

ARTICLE XXII WORKERS' COMPENSATION PAYMENT

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

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

ARTICLE XXIII - DURATION CLAUSE

This Agreement shall be in force and effect from January 1, 2009 to December 31, 2011

ARTICLE XXIV - GRIEVANCE PROCEDURE

Any dispute or grievance arising concerning the interpretation of the terms of this contract or the rights claimed to exist hereunder shall be processed in accordance with the following procedure:

Step #1: The employee grieved shall present said grievance to the Highway

Superintendent and the Superintendent will answer said grievance within forty-eight (48) hours.

Step #2: In the event that the grievance is not resolved as per Step #1, the grievant shall present said grievance to the Town Board. The Town Board shall have five (5) days in which to render a determination.

Step #3: In the event that the grievance is not resolved as per Step #2, either party may within five (5) days after the determination in Step #2 request that a third party, agreeable to both the Employer and Local 294, shall mediate the grievance and shall make recommendations with regard to its resolution.

Step #4: If anyone objects to the resolution suggested by the third party, they may, within five (5) days from the receipt of such resolution submit the grievance or grievances at issue to the Public Employees Relations Board pursuant to said Agencies Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decisions shall be final and binding on the Employer and employee.

ARTICLE XXV - PRE-EMPLOYMENT PHYSICALS

All employees shall submit to a pre-employment physical examination pursuant to the requirements of the Columbia County Mutual Self-Insurance Plan.

ARTICLE XXVI - WORK BREAK

The employee shall be allowed and provided a fifteen (15) minute break from work in the morning and a fifteen (15) minute break from work in the afternoon.


ARTICLE XXVII - RETIREE HEALTH INSURANCE

The Employer agrees to pay 75% of the cost of health insurance coverage for eligible retired employees and their dependents until age 65. At age 65 the retiree will go on Medicare. At this time the employer will pay 75% of the cost of Medi-gap Insurance for the retiree and their dependents as a supplement to Medicare.

GENERAL STATEMENT

Both parties further understand it that there shall be no amendments, deletions, additions to the contract between EMPLOYER and EMPLOYEE unless agreed to by both the parties. All Articles and Assurances as now contained in the contract shall remain in full force and effect.

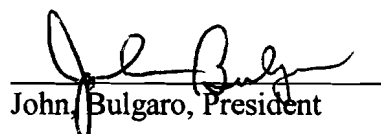
DATED: 3/31/09 , 2009



Doug McGivney
Supervisor
Town of Kinderhook
Columbia County, New York



Paul Engel, Business Agent



John Bulgaro, President

SCHEDULE A

A. ADDITIONAL COMPENSATION: At the direction of the employer and with the consent of the employee, individuals with the classification of the Foreman, Motor Equipment Operator and Laborer may perform certain mechanical work on trucks and equipment of the employer. Such work shall include replacing lights, batteries, starters, and the like. Mechanical work does not include the installation of snowplows and tire chains on said vehicle. For the actual time spent performing such mechanical duties employees shall receive additional compensation. Such compensation shall be as follows:

Such additional compensation shall be an additional sixty cents (.60) per hour.

B. APPOINTMENT OF EMPLOYEE: The machinery Equipment Operator/Mechanic shall be appointed by the Highway Superintendent and serve at his pleasure within the budgetary provisions of the Town Board of the Town.

C. SENIORITY: In the event that the employee appointed to the position is received of it or voluntarily resigns the referred title, he will then revert to his original title without loss of seniority. His hourly wage will then become commensurate to that of other employees of equal rank and status.

D. DUTIES OF THE EMPLOYEE: The employee shall perform such duties and have such responsibility as may be assigned by the Highway superintendent as it relates to the maintenance and preventative maintenance of all vehicles and equipment as owned by the Town of Kinderhook. The employee shall make light repairs and improvement to said vehicles and equipment within the scope of his knowledge and expertise. He will not be required to make heavy-duty repairs to said vehicles and equipment. The exclusion will include but be limited to all aspects of drive trains of vehicles, engines, suspensions, and tires or perform other duties, which in the mind of a responsible person would be considered heavy as opposed to light repair and improvement.

