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Title: **Ghent, Town of and International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2009)**

Employer Name: **Ghent, Town of**

Union: **International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **Local 294**

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

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BC | 7360

AGREEMENT

BY AND BETWEEN

TOWN OF GHENT

GHENT, NEW YORK

AND

**TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO**

890 THIRD STREET

ALBANY, NEW YORK

1/1/09 - 12/31/11

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JAN 29 2009

ADMINISTRATION

DATED: January 1, 2009

THIS AGREEMENT entered into this 1st day of January 2009 between

LOCAL UNION #294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, hereinafter referred to as the "UNION",

AND

THE TOWN OF GHENT, Ghent, New York, hereinafter referred to as the "EMPLOYER", shall be in effect from January 1, 2009 to December 31, 2011.

CONDITION AND SCOPE OF AGREEMENT

The Employer hereby agrees to recognize Teamsters Local 294, I.B.T., located at 890 Third Street, Albany, N.Y., as the sole and exclusive bargaining representative of:

All employees of the Employer heretofore referred to and known as laborers, motor equipment operators, automotive mechanics, senior mechanic, foremen motor equipment operator and excluding all others, with regard to rates of pay, wages, hours and working condition of employment subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

UNION SECURITY

A. Hiring Additional Personnel: When new employees are to be hired, the Local Union will be notified.

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

C. Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate steward from the Employer's seniority list. 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 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. No steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job.

4. The job steward or alternate steward designated by the Union as such shall be given a reasonable time to process the employees' grievances.

5. The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward and alternate steward.

D. Disciplinary Action or Discharge:

1. Disciplinary action or discharge may be taken against any employee by the Superintendent of Highways for just cause, including but not limited to incompetency, misconduct, theft, or abuse of Town property, consumption of alcohol, drug use, employee parking of Employer's vehicles at stores for other than business purposes.

2. Disciplinary action may include any one of the following:

a. verbal and/or written reprimand by the Superintendent, which, if written, must be given or mailed to the employee within three (3) days of the incident,

b. suspension,

c. discharge.

GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING SENIORITY
LAYOFF AND RECALL, AGENCY SHOP, AND MAINTENANCE
OF STANDARDS

A. Seniority: Seniority shall prevail in that the Employer recognizes the general principle that Senior Employees shall have preferences 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. Management shall have the option to hire from outside the unit if no qualified Union personnel are available.

Employees shall be placed on the seniority list after thirty (30) days of employment as of this 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 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 return to work in 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 to recall. Within three (3) calendar days after delivery of the Employer's notice, the employee must notify the Employer of his intent to return to work and must actually report for work within seven (7) calendar days after date of intent 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 following a leave of absence will lose all prior seniority.

D. Agency Shop: Agency shop shall be adhered to by the Employer but shall not include part-time employees, provided that any part-time employees averaging over twenty (20) hours of work per month shall be required to pay Union dues, but shall not be required to join the Union.

E. Maintenance of Standards: The Employer shall maintain all terms and conditions of employment not set forth herein in such manner as it deems advisable.

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.

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.

SEPARATION FROM EMPLOYMENT

Upon discharge, the Employer shall pay for accrued benefits and other provisions as follows:

1. For Voluntary Quit, the employee shall receive accrued vacation pay only, provided, however, that the employee shall give the Employer at least one (1) week's notice. Failure to do so will result in the loss of any accrued vacation pay. Accrued vacation pay will be pro-rated.

2. When an employee is discharged under the terms of just cause, the employee shall receive no accrued benefits.

3. Retiring employees shall receive accrued vacation pay only, with accrued Sick Leave of up to a maximum of 165 days to go into the Employees Retirement Fund, to be utilized in calculation of additional retirement benefits under the New York State Retirement System, or to be used to offset the cost of medical insurance for the retiree's spouse.

4. Retiring employees with ten (10) or more years continuous service with the Town will receive Health Insurance coverage through the existing plan in effect for other employees of the Town of Ghent at that time, under the same terms and conditions as other Town employees who have retired and are eligible for Health Insurance coverage.

The Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting.

EQUIPMENT

A. Defective Equipment: Employee shall immediately, or at the end of the work day, report all defects in equipment to the Superintendent of Highways. The Employer shall not require any employee to take out equipment which has been reported as being in an unsafe condition, unless such equipment has been inspected by a mechanic or the Superintendent of Highways and has been repaired or declared to be safe.

B. Vehicle and Traffic Law Violations: The Employer shall reimburse the employee for payment of fines levied against the 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 Vehicles Laws.

C. Vehicle Operation: The Supervisor shall not operate motor equipment unless the work force is called first. Employees operating equipment shall not be taken from their regular equipment operating position, unless specifically instructed to do so by the Supervisor.

D. Two Man Crews: This assignment of two man crews during the winter months may be authorized in certain situations by the Superintendent, in his sole discretion, with a view toward achieving the safest practical working conditions.

E. The Town shall provide two (2) workable hand-held radios for flagging purposes or as needed.

UNIFORMS

An adequate number of boots for foul weather gear will be maintained by the Employer for the use of the employees in emergency situations. The Employer shall provide each employee with coveralls on an "as needed" basis, up to one (1) pair per year, except for the mechanic who may get up to two (2) pairs per year, if needed. The Town will also provide five (5) t-shirts and one cap for each employee.

The Town will provide \$150.00 per year, per employee, as a clothing allowance. This allowance is to be paid during the month of January each year.

PAY PERIOD

A. All employees covered hereunder shall be paid in full 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 purpose.

JOB CLASSIFICATIONS

1. Foreman-Heavy Equipment Operator
2. Senior Mechanic
3. Mechanic-Motor Equipment Operator
4. Heavy Equipment Operator
5. Motor Equipment Operator
6. Laborer-full time
7. Laborer-part time

A. Employees shall be paid according to the job classifications contained in this Agreement.

B. A laborer-full time shall be defined as an Employee in that classification who has worked 1,040 hours or more during the calendar year; a laborer-part time shall be defined as an Employee in such classification who has worked under 1,040 hours in a calendar year.

After ten (10) years service -- one hundred forty four (144) hours

After eleven (11) years service - one hundred fifty two (152) hours

After twelve (12) years service - one hundred sixty (160) hours

NOTE: Employees that have already qualified and are receiving Vacation and Longevity Benefits under the previous agreement will not have those benefits diminished by this new language.

B. Actual vacation for any employee shall not exceed one hundred sixty (160) hours. Employees exceeding thirteen (13) years of service will receive one hundred and twenty dollars for every year of service accumulated after thirteen (13) years. This amount will be paid on the pay day immediately following the anniversary date of such employee.

C. Each employee shall request a period of time for vacation on a form prescribed by the Superintendent by the first week of May of each year. No employee may take more than two weeks vacation at one time, unless approved by the Superintendent. Vacations taken between winter season -- November 1st and April 1st -- will be scheduled as per paragraph "D" hereafter.

D. No more than two (2) employees may be on vacation at any one time, except that two (2) or more employees may be on vacation at one time if, in the sole discretion of the Superintendent, and upon his approval, the work schedule so permits. Seniority shall rule among employees when requesting vacation time.

HOLIDAYS

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

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	One (1) Floating Holiday

SICK LEAVE

A. After completion of one (1) year of service employees covered hereunder shall be entitled to sick leave in the amount of forty (40) hours between January 1 and June 30, with an additional forty(40) hours accrual from July 1 to December 31. In no event shall an employee accrue more than a total of thirteen hundred and twenty (1320) hours of sick leave. Upon retirement an employee can elect to apply unused sick days to the cost of Health Insurance for their spouse or they can be applied toward the retiree's pension benefit. For new employees in their first year of service, they will accrue one (1) sick day for each thirty six (36) days of employment.

B. A doctor's certificate may be required as proof of illness.

PERSONAL LEAVE

All employees covered hereby shall be entitled to three (3) days personal leave with pay per calendar year 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. For new employees in their first year of service, they will accrue one (1) personal day for each three (3) months of service to a maximum of three (3) days per calendar year.

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 the immediate family, i.e., parents of husband or wife, children or spouse. One (1) day absence shall be granted, with pay for other family members, not of the immediate family.

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

MEAL ALLOWANCE AND LODGING EXPENSES

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

B. Coffee breaks shall be:

Fifteen (15) minutes in the morning;

Fifteen (15) minutes in the afternoon.

PENSION PLAN AND HEALTH BENEFITS PLAN

The Employer shall maintain the present participation of its employees in the New York State Retirement System under the applicable provisions, regulations, requirements and rules of law of such system.

The Employer shall secure health insurance benefits for the employees under the Teamsters Local 294 Health Care Benefits Plan through Blue Shield of Northeastern New York (Tier II), provided, however, that the premiums for such coverage for an employee shall not exceed the following:

The following costs are per month:

<u>Effective Date</u>	<u>Single Person</u>	<u>Two Person</u>	<u>Family</u>
2009	\$475.00	\$ 907.00	\$1,188.00
2010	\$513.00	\$ 980.00	\$1,283.00
2011	\$554.00	\$1,058.00	\$1,386.00

All employees shall, prior to September 1, each year, complete and sign a form provided by the Town indicating the type of coverage requested with the names, addresses and social security numbers of the employee and all applicable dependents. All employees must notify the Town of any change in their Health Care Status immediately. Notwithstanding anything set forth herein to the contrary, employees shall be responsible for and pay for 3% of the cost of their Health Insurance Coverage, which shall be deducted from each paycheck.

A. Health Insurance Opt-Out:

Employees electing to, and who qualify, may opt-out of the Health Insurance offered by the Town, and will be paid the following: Single \$2,000.00, 2 person \$3,000.00 and family \$4,000.00. This payment will be made in two parts, for the Calendar Year. Fifty percent of the buy-out will be paid the first pay period of July. This payment will be for the months

January through June. The second fifty percent payment will be made the first pay period in January of the following year. This payment would be for the six preceding months July through December. Any opt-out that is not for the full calendar year will be pro-rated at one month equaling 1/12th of the yearly payment. No one will be eligible for any payment of less than one full month. To qualify for any opt-out payment an employee must provide the Town with proof of proper health insurance coverage. The opt-out will be effective on the first day of the following month upon request by the employee, provided that the Town must receive such request at least ten (10) days before said date. The Town shall create an opt-out form for an employee to complete and sign, which shall include the names, addresses and social security numbers of the employee and all dependents as well as all pertinent information regarding the replacement health insurance coverage.

WAGES

A. Effective as of January 1, 2009, the wage rates in all classifications shall be as set forth hereafter:

<u>Job Classification</u>	<u>1/1/09</u>	<u>1/1/10</u>	<u>1/1/11</u>
Foreman-Heavy Equipment Operator	\$19.04	\$19.54	\$20.04
Senior Mechanic	\$20.00	20.50	\$21.00
Mechanic-Motor Equipment Operator	\$17.97	\$18.47	\$18.97
Heavy Equipment Operator	\$17.50	\$18.00	\$18.50
Motor Equipment Operator	\$17.04	\$17.54	\$18.04
Laborer-Full-time	\$14.22	\$14.72	\$15.22
Laborer-Part-time	\$11.76	\$12.26	\$12.76

New employees will be paid the Laborers rate until such time they acquire a CDL License.

NOTE: There will be a maximum of two (2) H.E.O.'s.

SAFETY COMMITTEE

The parties hereby provide that a Safety Committee shall be established consisting of five (5) members, these members being the Superintendent of Highways, two (2) members from the Town Board and two (2) members selected by the Bargaining Unit. The function and purpose of the Safety Committee shall be to meet periodically as required for purposes of reviewing and considering issues involving employee safety and making recommendations to the Town Board.

WORKDAY AND WORKWEEK

A. The workday shall be eight (8) hours, from 7:00 a.m. to 12:00 noon and from 12:30 p.m. to 3:30 p.m., unless amended by mutual Agreement of the Superintendent of Highways and the employees of the department.

B. The workweek shall be from Monday through Friday and shall consist of forty (40) hours.

C. Employees shall receive overtime pay at a rate of one and one-half (1 1/2) times the regular hourly rate for all hours worked in excess of forty (40) hours in a single week.

D. There will be a guaranteed workweek of forty (40) hours, except for the following:

1. The employee's own absence, tardiness or failure to report to work.

2. A paid holiday, which will be included in the hourly total for the workweek.

E. Each employee shall be available for work during ice and snow removal, emergency salting and sanding and/or emergency road repairs. Any employee, not so available shall notify the Superintendent of Highways, and shall set forth a valid reason.

F. The Union can establish, if necessary, a rotation wheel for scheduling of overtime and vacations. However, this shall in no way diminish the authority provided to the Superintendent of Highways pursuant to all applicable laws and regulations, and pursuant to this Agreement, regarding the workday, overtime, vacations and general duties and responsibilities of the employees.

G. Summer work week -- A four (4) day summer work week schedule shall commence and terminate at such dates as selected by the Superintendent of Highways.

1. The summer work week schedule shall be Monday through Thursday, ten (10) hours per day (6:00 a.m. - 4:30 p.m. or 6:30 a.m. - 5:00 p.m., whichever schedule is selected by the Superintendent of Highways).

2. Time off will be calculated in hours instead of days (i.e., one day time off equals ten (10) hours instead of eight (8) hours).

3. If a storm or other highway emergency requires employees to work regular hours (7:00 a.m. - 3:30 p.m.) on a Friday during the summer work schedule, the employees shall receive compensatory time off for such day, instead of time plus one-half overtime pay. Compensatory time is equal to one and one-half (1 1/2) times hours worked. Compensatory time use is to be mutually agreed to between the Superintendent of Highways and the employee.

DESCRIPTION OF DEPARTMENT SUPERVISOR

In order to assure an orderly understanding of authority of Supervisors for job assignments and instruction, the Highway Department shall designate by name those persons with such authority in each department and post notices of such designation in each department.

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:

The employee may elect to go directly on Workers' Compensation, or use sick time they have on the books. In the event the employee chooses to use sick time, any payments received from Workers' Compensation must be turned over to the Town. At the time the Workers Compensation payment is turned over to the Town, the used sick days will be put back on the books for the employee. The employee shall be entitled to retain any Workers' Compensation benefits for any period that sick leave pay is not paid or payable.

DURATION CLAUSE

This Agreement shall be in force and effect from January 1, 2009 to December 31, 2011, and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same 120 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.

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.

GRIEVANCE PROCEDURE

Any dispute or grievance arising concerning the interpretation of the terms and conditions of this Agreement or the rights claimed to exist thereunder shall be processed in accordance with the following procedure. It is the intent of the procedure to provide for the settlement of differences in a fair and equitable manner at the earliest possible stage. An employee shall have the right to grieve any disciplinary action or discharge taken by the Superintendent of Highways, in accordance with this procedure.

Step I. Any employee claiming a grievance shall present said grievance to his immediate supervisor, the Superintendent of Highways, personally or through the job steward. The Superintendent of Highways will then render his determination within forty-eight (48) hours.

Step II. Within ten (10) days of a decision in Step I, an aggrieved employee may appeal such decision by presenting the grievance to the Town Board by filing same in writing with the Town Clerk. The Town Board shall render its determination in writing within fifteen (15) days thereafter, except that if the Town Board shall determine that a hearing is necessary, such hearing shall be scheduled within fifteen (15) days of the filing of the appeal, and a determination shall be made within fifteen (15) days following the conclusion of the hearing.

If an employee is suspended without pay or is discharged, and if after a hearing before the Town Board as

provided for in Step II herein, such determination is reversed and the employee reinstated, the employee shall be entitled to payment of all wages lost during this suspension and/or discharge.

Step III. In cases of suspension and discharge only, should the Union object to the decision of the Town Board, the Union may, within five (5) days from the receipt of such decision, submit the grievance at issue to the Public Employees Relations Board for final and binding arbitration. The charges made by the Public Employees Relations Board for such arbitration shall be split equally between the parties.

IN WITNESS WHEREOF, the parties to this Agreement have signed their names to be bound by the terms and conditions of this Agreement on the date indicated below.

TOWN OF GHENT

TEAMSTERS LOCAL 294,
AFFILIATED WITH
THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AFL-CIO
890 Third Street
Albany, New York 12206

By: *Lawrence P. ...*

By: *John Bulgaro*
John Bulgaro, President

By: *Linda M. Hess*

By: *Paul Engel*
Paul Engel, Business Agent

By: *[Signature]*

Dated: January 16th, 2009

By: *[Signature]*

George A. Pulver
~~William H. Ordway~~
George A. Pulver

By: *[Signature]*

Vince J. Gerber
~~Peter ...~~

Dated: January 15, 2009

Vince J. Gerber