



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see <http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Ogden, Town of and Town of Ogden Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 118 (2015)**

Employer Name: **Ogden, Town of**

Union: **Town of Ogden Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **118**

Effective Date: **01/01/2015**

Expiration Date: **12/31/2017**

PERB ID Number: **10538**

Unit Size:

Number of Pages: **23**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Collective Bargaining Agreement

by and between

The Town of Ogden

And

International Brotherhood of Teamsters, Local 118

January 2015 – December 2017

PREAMBLE

The Town Board of the Town of Ogden and the Highway Department bargaining unit members recognize that they have a common responsibility beyond their collective bargaining relationship and wish to state their mutual intent to continue to work toward the achievement of their common goal of providing quality service to Town residents. The Town and the bargaining unit members also wish to acknowledge their commitment to continue to work cooperatively to achieve this common goal and to maintain a supportive and rewarding work environment.

ARTICLE 1 RECOGNITION

Section 1.1 The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and all other terms and conditions of employment of all full-time employees within the Town's Highway Department, including Laborer, Laborer with CDL, Maintenance Mechanic II, Motor Equipment Operator, Senior Motor Equipment Operator, Automotive Mechanic, Head Automotive Mechanic, Working Foreman, and Construction Equipment Operator.

Section 1.2 Excluded from the bargaining unit are all other employees, including supervisory, clerical, and seasonal employees within the Highway Department.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 The Union recognizes that all of the functions, rights, powers, responsibilities and authority of the Town with regard to the operation of its work and business and the direction of its work force which the Town has not specifically abridged, deleted, delegated, granted or modified by this Agreement are and shall remain exclusively those of the Town.

Section 2.2 Except as expressly modified or restricted by a specific provision of this Agreement, the Town hereby retains and reserves all rights, powers, duties, authority and responsibility, conferred upon and invested in it by the laws and Constitution of the State of New York and all inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Town, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, recall to work, and terminate employees; to set the standards of productivity, the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Town's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operations, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Town; to introduce new or improved service, distribution, and maintenance

methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Town; create reasonable work rules; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Town and to direct the Town's employees. The Town's failure to exercise any right, prerogative, or function hereby reserved to it, or the Town's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Town's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2.3 Unless it is mutually agreed otherwise, it is acknowledged that during negotiations which resulted in this agreement the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, the Union agrees that the Town shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

ARTICLE 3 UNION RIGHTS & DUES DEDUCTION

Section 3.1 Union Security. All present employees who are members of the Union on the effective date of this sub-section or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union as a condition of employment. Union membership, for purposes of this Agreement, is required only to the extent that – employees must pay either (i) the Union's initiation fees and periodic dues, or (ii) service fees, which in the case of a regular service fee payer, shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present employees who are not members of the Union and all employees who are hired thereafter, shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day following the effective date of this sub-section or the date of this Agreement, whichever is the later.

Section 3.2 Dues Deduction. Upon receipt from an employee of a valid, signed authorization form, the Town shall deduct from the wages due such employee each pay period and remit to the Union the regular monthly dues as fixed by the Union. The Town shall deduct only that amount of money which the Union has certified to the Town, in writing, as the amount of dues established by the Union and required of all employees as a condition of acquiring and obtaining membership in the Union. The Union shall give the Town at least thirty (30) days notice of any change in the amount of dues to be deducted.

Section 3.3 Direct Deposit. The Town, at the request of a unit member by written authorization from the unit member and the BTA Credit Union, agrees to deposit deductions from the unit member's pay to his or her account with the BTA Credit Union. The unit member may cancel these payroll deductions or modify them on a quarterly basis by providing written notice to the Town of such cancellation or modification. The Town shall not be obligated under this provision unless and until such technology and/or systems are in place and functional.

Section 3.4 Indemnification. It is agreed the Town assumes no obligation, financial or otherwise, arising out of the provisions of this Article. The Union shall indemnify and hold

the Town harmless from any and all claims, demands, actions, proceedings, or other liability arising out of or in connection with this Article, or the application or enforcement thereof. The Union agrees that once funds are remitted to it, or to any payee designated by it, the disposition of said funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.5 Facilities Use. The Union shall provide a locked, enclosed bulletin board to the Town for the purpose of posting notices, with a key to be given to the Union Steward. No such notice shall be inflammatory or directed against the Town or its Representatives. Such notices shall be limited to official Union business. The Town shall place the bulletin board where it is easily accessible and in a viewable area for all unit members. A Union representative shall be permitted reasonable visits to the Highway Department's facilities. If such visits are made at the end of the workday, they will be for periods of no more than 15 minutes. Arrangements for such visits will be made with at least 24 hours notice to the Highway Superintendent unless otherwise agreed to by the parties or a bona fide emergency exists. Such visit will not interrupt or interfere with employees' work time or normal Town operations.

Section 3.6 Access to Information. The Town and the Union shall each comply with all reasonable requests by the other for information, statistics and records which may be necessary to the planning of the Union programs and policies and the processing of grievances and negotiations. A Union representative shall have the right to participate in all steps of the grievance process.

Section 3.7 DRIVE. The Town agrees to deduct from the paycheck of all employees by the Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his or her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall contribute to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each employee on whose behalf the deduction is made, the employee's social security number and the amount deducted from the employee's paycheck.

ARTICLE 4 UNION STEWARDS

Section 4.1 The Town recognizes the right of the Union to designate a Union Steward, and Alternate Steward who shall serve in the absence of the Steward.

Section 4.2 Union Stewards and alternates have no authority to take strike action, or any other action interrupting the Town's business.

Section 4.3 The Steward shall be permitted a reasonable amount of time to meet with the Highway Superintendent to present and discuss grievances during regular business hours without loss of pay. Such meetings shall not interfere or interrupt the Town's operations and shall occur at the beginning or end of the Steward's shift unless there is a bona fide need to meet at other times. In the event that a bargaining unit member requests Union representation during a meeting which could lead to potential discipline, the Town will permit a Steward to represent that unit member during regular business hours without loss of pay. In no event shall the Steward be paid beyond his or her regular shift because such meetings extend beyond his or her regular shift.

**ARTICLE 5
NONDISCRIMINATION**

Section 5.1 The Town and the Union agree not to discriminate against any individual because of such individual's race, color, religion, sex, national origin, age, disability, veteran's status, sexual orientation, or membership in the Union. Nor will the Town limit or segregate or classify employees in any way to deprive any individual employee of employment opportunities or equal terms and conditions of employment because of race, color, religion, sex, national origin, age, disability, sexual orientation, veterans status, or membership in the Union or other protected status.

**ARTICLE 6
GRIEVANCE PROCEDURE**

Section 6.1 Definition. A "grievance" is defined as a dispute between the parties regarding the interpretation or application of the terms and conditions of this Agreement. A grievance shall be in writing and shall contain a statement describing the acts constituting the grievance; the date, time and place of occurrence; the section or sections of the Agreement allegedly violated; and the relief requested.

Section 6.2 Grievance Procedure.

STEP 1. An alleged grievance will not be entertained, and shall be deemed waived, unless presented in writing to the Highway Superintendent (hereinafter "the Superintendent"), or the Roads Foreman in the absence of the Highway Superintendent, within ten (10) working days after the act or condition constituting the grievance, or within ten (10) working days after the date that the aggrieved employee should reasonably have known of the act or conditions constituting the grievance. The Superintendent shall respond to the grievance within ten (10) working days following its receipt. Failure of the Superintendent to so respond shall entitle the Union to proceed to STEP 2, below. Notice of intent to continue the grievance to STEP 2 must be given to the Superintendent in writing within ten (10) working days of delivery of the Superintendent's response to the Union, the Union steward, or the aggrieved employee(s).

STEP 2. If the grievance is not resolved at STEP 1, the Union may request in writing a meeting with the Town Supervisor, which may include a representative from the Union and the Superintendent. The meeting shall be held as soon as possible and, shall be scheduled within ten (10) working days following receipt of the request. The Town will give its written response to the grievance within ten (10) working days following the meeting. Failure of the Town to so respond shall entitle the Union to proceed to STEP 3, below. Notice of intent to proceed to STEP 3 must be given to the Town Supervisor in writing within ten (10) working days of delivery of the Town's response to the Union, the Union steward, or the aggrieved employee(s).

STEP 3. If the grievance is not resolved at STEP 2, a STEP 3 appeal may be filed in writing to the Town Board. The official grievance record maintained by the Town Supervisor shall be available for use by the Town Board. At the next regularly scheduled meeting following timely receipt of an appeal, the Town Board shall hold a hearing on the grievance. The hearing shall be conducted in a closed session. By no later than the next regularly scheduled meeting

following the conclusion of the hearing, for all grievances other than those involving discharge or suspension without pay, the Town Board shall render a final and binding decision on the grievance, which decision shall be reduced to writing. Such decision shall be promptly transmitted to the grievant, the Union, and the Superintendent. The Town and Union may agree in writing to skip STEP 3 and proceed directly to STEP 4 for grievances involving discharge or suspension without pay.

STEP 4. For grievances involving discharge or suspensions without pay, if the grievance is not resolved at STEP 3, the Union may submit the grievance to STEP 4 arbitration within ten (10) working days of receipt of the STEP 3 decision. If the Union fails to submit the grievance to arbitration within such period, the grievance shall be deemed resolved on the basis of the STEP 3 response. The Union shall request that the Public Employment Relations Board submit the names of seven (7) suggested arbitrators. Each party shall have the option within ten (10) working days of receipt of the names to request a new panel from the Public Employment Relations Board. Upon expiration or waiver of the ten (10) day period, each party shall alternately strike a name until one name remains, and the remaining individual shall serve as the arbitrator. The Union and the Town shall alternate which party shall strike the first name and the Union shall strike first at the first arbitration.

Section 6.3 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Town and the Union. The arbitrator shall have no power to add to, subtract from, modify or delete any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Town and the Union. Each of the time limits set forth herein shall be strictly observed unless extended in writing by mutual agreement of the parties. The decision of the arbitrator shall be final and binding.

Section 6.4 Cost of Arbitration. The costs of arbitration, including the expense of the arbitrator and the transcript of the testimony, if the parties mutually agree upon having the testimony of the hearing transcribed, shall be shared equally by the parties.

ARTICLE 7 DISCIPLINE

Section 7.1 The Union hereby agrees that the procedures provided in Article 6 above shall satisfy the requirements of due process and shall be used in lieu of Section 75 of the New York State Civil Service Law.

Section 7.2 Reasons for Discipline. The town agrees to post a copy of the rules and regulations governing the employees and also to furnish a copy to the Union. The town shall not discharge or suspend without just cause any employee who has completed his or her probationary period. The Town shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union and the job steward prior to termination.

Section 7.3 Warning letters shall remain on file for the purposes of progressive discipline for eighteen (18) months.

Section 7.4 Offenses Allowing for Immediate Termination. No warning notice need be given to an employee before he/she is discharged if the cause of discharge is breaking a work rule where the disciplinary action for the first offence is immediate dismissal. Offenses allowing for immediate termination include:

- Dishonesty;
- Theft, including falsification of time records and using work hours or property for personal gain;
- Working under the influence of alcohol or illegal drugs;
- Having a confirmed positive DOT drug or alcohol test;
- Loss of commercial driver's license;
- Possession, distribution, sale, or use of alcohol or illegal drugs while on duty or while operating Town owned vehicle or equipment;
- Fighting or threatening violence in the workplace;
- Possession of dangerous or unauthorized materials such as explosives or firearms in the workplace, including in Town vehicles and on residents' property;
- Sexual or other unlawful or unwelcome harassment;
- Failing to report an accident;
- Negligence resulting in an accident while on duty which:
 - Requires post-accident testing pursuant to 49 C.F.R. § 382.303;
 - Results in injury to any person requiring medical attention; or
 - Results in damage to property of \$5,000 or more.
- Carrying an unauthorized passenger in a Town vehicle.

Section 7.5 Procedures. The Town shall notify the Union of all disciplinary action against any employee who has been employed by the Town for thirty (30) days. The Town shall use progressive discipline, which may include any of the following depending on the severity of the problem: verbal warning, written warning, suspension without pay, and termination.

Section 7.6 Accidents Resulting in Damage to Property. Unit members who are responsible for damage to Town or resident property (real or personal) shall be placed on an unpaid leave of absence of one day for every \$2,500.00 of property damage. If a unit member is able to establish that the accident and resulting property damage was unavoidable, no leave of absence shall be imposed or, if the unit member had already been placed on an unpaid leave of absence, s/he shall be paid for such time. Any unpaid leave of absence under this Section 7.6 does not preclude and is in addition to any discipline that the Town may impose.

ARTICLE 8 SENIORITY

Section 8.1 Probationary Period. Every new employee, including a rehired employee, shall be considered a probationary employee until he or she has completed twelve (12) months of actual work. During or at the end of an employee's probationary period, the Town may discharge or otherwise discipline such employee, and such discharge or discipline shall not be subject to the grievance procedures set forth in Article 6 of this Agreement.

Section 8.2 Seniority. An employee's seniority date shall be their original date of hire, after completing their twelve (12) month probation period.

Section 8.3 Loss of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits or retires; or
- (b) Is discharged; or
- (c) Is absent for three (3) consecutive working days without notifying the Town, unless it is shown that the employee was unable to give such notice;
- (d) Is laid off and fails to report for work within three (3) working days after having been recalled to any position; or
- (e) Is laid off for a period of two (2) years.

Section 8.4 Layoff and Recall. Employees shall be laid off in reverse order of their seniority within the job classification to which they are then assigned. The recall of employees shall be on the basis of their total seniority within the Highway Department. Recall shall be to any available work for which the employee is qualified to perform.

An employee selected for lay off may bump an employee with less total seniority within the Highway Department in any lower position in the line of progression, provided that the more senior employee is qualified and able to perform the duties of the lower position. (Two lines of progression shall exist for the Highway Department: Line 1 - Laborer, Laborer with CDL, Motor Equipment Operator, Senior Motor Equipment Operator, Construction Equipment

Operator, Working Foreman, and Labor Foreman; and Line 2 - Automotive Mechanic, Head Automotive Mechanic.) The qualifications necessary for the work shall be set forth in job descriptions.

Employees bumping into or being recalled to a position will be paid the rate appropriate for that position based upon his or her total department seniority.

Notwithstanding the provisions for layoff and recall set forth above, the Town shall not be required to retain or recall any employee, regardless of seniority, who is not qualified by training, physical ability and experience to perform the available work.

The Town will notify the Union in writing of the employee(s) to be laid off and recalled. It is the employee's responsibility to provide current contact information to the Town while laid off. The Town shall not be required to reinstate any employee who fails to provide such information.

ARTICLE 9 PHYSICAL EXAMINATIONS AND DRUG TESTING

Section 9.1 Physical Examinations. The Town retains the right to require employees to submit to a physical examination pursuant to all State and federal laws. The Town shall pay for all required physical examinations (including drug and alcohol screening) to the extent that such examinations are not covered by the employee's health insurance. Employees shall not be required to report to a required physical examination outside of the normal work day and shall suffer no loss of pay.

Section 9.2 Drug Testing. All unit members shall comply with the provisions of the 'Drug and Alcohol Testing Policy for Town Employees with CDL Licenses – Adopted October 11, 1995'. Any changes to this policy that are not required by State or federal law or regulation shall be a mandatory subject of bargaining.

Section 9.3 Employee Assistance Program. Unit members may participate in an Employee Assistance Program ("EAP") as provided in the Town's EAP policy dated March 22, 1989. To the extent that EAP is not covered by the unit member's health insurance, the cost shall be paid by the unit member.

ARTICLE 10 SUBCONTRACTING

Section 10.1 Generally. It is the general policy of the Town to continue to utilize its employees to perform work they are qualified to perform. However, the Town reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, or emergency. However, the contracting of work shall not interfere with the seniority status of employees in the Bargaining Unit.

**ARTICLE 11
COMPENSATION**

Section 11.1 Effective January 1, 2015, the 2014 wage structure shall be increased by 2.5%, as shown below. Effective January 1, 2016, the 2015 wage structure shall be increased by 2.5%, as shown below. Effective January 1, 2017, the 2016 wage structure shall be increased by 2.5% as shown below.

Each employee who is not at the top step and whose work performance during the preceding anniversary year has been satisfactory shall, upon the anniversary date of his/her current title, receive a step increase in the wage structure.

The placement of a new employee within the wage structure shall be determined by the Highway Superintendent and shall be based on the employee's training, experience, skills and certifications.

2015		STEPS						
Title	Entry	1	2	3	4	5	6	7
Laborer	\$15.50	\$15.88	\$16.27	\$16.65	\$16.99	\$17.35	\$17.74	\$18.12
Laborer with CDL	\$17.47	\$17.80	\$18.20	\$18.60	\$18.99	\$19.38	\$19.77	\$20.16
MEO	\$20.04	\$20.64	\$21.20	\$21.81	\$22.42	\$22.99	\$23.60	\$24.18
Maintenance Mechanic II	\$20.04	\$20.64	\$21.20	\$21.81	\$22.42	\$22.99	\$23.60	\$24.18
Sr. MEO	\$22.62	\$23.01	\$23.43	\$23.85	\$24.27	\$24.68	\$25.08	\$25.50
Mechanic	\$22.62	\$23.01	\$23.43	\$23.85	\$24.27	\$24.68	\$25.08	\$25.50
CEO	\$23.91	\$24.31	\$24.72	\$25.14	\$25.54	\$25.96	\$26.38	\$26.79
Working Foreman	\$26.51	\$27.04	\$27.60	\$28.15	\$28.71	\$29.28	\$29.82	\$30.39
Head Automotive Mechanic	\$26.51	\$27.04	\$27.60	\$28.15	\$28.71	\$29.28	\$29.82	\$30.39
2016		STEPS						
Title	Entry	1	2	3	4	5	6	7
Laborer	\$15.89	\$16.28	\$16.68	\$17.07	\$17.41	\$17.78	\$18.18	\$18.57
Laborer with CDL	\$17.91	\$18.25	\$18.66	\$19.07	\$19.46	\$19.86	\$20.26	\$20.66
MEO	\$20.54	\$21.16	\$21.73	\$22.36	\$22.98	\$23.56	\$24.19	\$24.78
Maintenance Mechanic II	\$20.54	\$21.16	\$21.73	\$22.36	\$22.98	\$23.56	\$24.19	\$24.78
Sr. MEO	\$23.19	\$23.59	\$24.02	\$24.45	\$24.88	\$25.30	\$25.71	\$26.14
Mechanic	\$23.19	\$23.59	\$24.02	\$24.45	\$24.88	\$25.30	\$25.71	\$26.14
CEO	\$24.51	\$24.92	\$25.34	\$25.77	\$26.18	\$26.61	\$27.04	\$27.46
Working Foreman	\$27.17	\$27.72	\$28.29	\$28.85	\$29.43	\$30.01	\$30.57	\$31.15
Head Automotive Mechanic	\$27.17	\$27.72	\$28.29	\$28.85	\$29.43	\$30.01	\$30.57	\$31.15

2017				STEPS				
Title	Entry	1	2	3	4	5	6	7
Laborer	\$16.29	\$16.69	\$17.10	\$17.50	\$17.85	\$18.22	\$18.63	\$19.03
Laborer with CDL	\$18.36	\$18.71	\$19.13	\$19.55	\$19.95	\$20.36	\$20.77	\$21.18
MEO	\$21.05	\$21.69	\$22.27	\$22.92	\$23.55	\$24.15	\$24.79	\$25.40
Maintenance Mechanic II	\$21.05	\$21.69	\$22.27	\$22.92	\$23.55	\$24.15	\$24.79	\$25.40
Sr. MEO	\$23.77	\$24.18	\$24.62	\$25.06	\$25.50	\$25.93	\$26.35	\$26.79
Mechanic	\$23.77	\$24.18	\$24.62	\$25.06	\$25.50	\$25.93	\$26.35	\$26.79
CEO	\$25.12	\$25.54	\$25.97	\$26.41	\$26.83	\$27.28	\$27.72	\$28.15
Working Foreman	\$27.85	\$28.41	\$29.00	\$29.57	\$30.17	\$30.76	\$31.33	\$31.93
Head Automotive Mechanic	\$27.85	\$28.41	\$29.00	\$29.57	\$30.17	\$30.76	\$31.33	\$31.93

Section 11.2 Shift Differential. Unit members who are regularly scheduled to work on the B-Shift shall receive an additional \$0.50 per hour. Unit members who are on the C-Shift shall receive an additional \$0.75 per hour. Such shift differentials shall be paid on all hours actually worked. This excludes paying shift differential on any special pays.

Section 11.3 Deferred Compensation Plan. Employees shall be entitled to contribute a percentage of their wages to a deferred compensation plan maintained by the Town. Eligibility to participate in and make contributions to such plan shall be governed by the Plan Documents.

Section 11.4 Longevity. Longevity shall be paid with the first paycheck in November to all full-time employees who are on the payroll at that time.

(a) Payment shall be based on the number of full-time consecutive years of service completed by December 31st of that year. The first payment of two hundred dollars (\$200.00) shall be made after the completion of five years with an increment of fifty dollars (\$50.00) for each additional year. There is no cap on the longevity payment.

(b) Regular part-time employees with at least one year of continuous service appointed to a full-time position shall have their part-time service credited on a pro-rated basis according to the following formula:

$$\text{FT Credit} = \frac{(\text{average \#PT hours worked/week})}{(\text{\# hours / week would have worked if FT})} \times (\text{\# years employed PT})$$

**ARTICLE 12
EMPLOYEE BENEFITS**

Section 12.1 Paid Time Off.

(a) Vacation. –A full-time unit members shall accrue vacation on a monthly basis according to the following schedule:

Years of Continuous Service Completed	Annual Accrual Rate
1 Year	10 Days
5 Years	15 Days
8 Years	16 Days
9 Years	17 Days
10 Years	18 Days
11 Years	19 Days
12 Years	20 Days
20 Years	21 Days
21 Years	22 Days
22 Years	23 Days
23 Years	24 Days
24 Years	25 Days

For example, starting with the 19th anniversary date of employment with the Town, an employee shall begin accruing vacation at a rate of 1.75 days per month.

Unit members shall not be entitled to use any accrued vacation time until after their sixth full month of employment with the Town. No vacation time may be used until it is accrued. Unused vacation time may be accumulated up to five (5) days over the annual anniversary allotment. Any time in excess of this shall be lost unless the Town Board passes a resolution approving payment for the time.

Vacation time may be used in three (3) hour increments and must be approved by the Superintendent or Roads Foreman. Vacation shall be approved on a first-come-first-served basis, unless requests are made on the same day, upon which the more senior employee shall have preference. Requests for vacation cannot be made more than 180 days prior to first day of the requested vacation. Employees shall be notified of all approved vacations in writing. The Superintendent may deny any request to use vacation for three consecutive days or less, unless made at least 48 hours in advance, or any request to use vacation more than three consecutive days, unless made at least one week in advance. Regardless of the timeliness of a request, no more than three unit members may be on scheduled paid time off at any one time. This can be increased to more than three (3) unit members at the discretion of the Highway Superintendent or Roads Foreman in the absence of the Highway Superintendent and if business needs will allow it.

At termination or retirement, an employee shall be compensated for all accumulated vacation time earned but not taken.

In the event an employee requires medical attention while on vacation, any charge against vacation credit will cease the first day of such illness or accident, upon presentation of a doctor's certificate.

Each employee may during the course of the year, request an update of his or her available vacation days, sick time, personal time and compensatory time. Such request will be responded to by the Personnel Department within 48 hours of such request, or as soon as possible thereafter.

(b) Personal Time. Each full-time unit member shall be entitled to three (3) personal leave days per calendar year for necessary private business, legal matters, or medical appointments that cannot otherwise be scheduled outside the employees' working hours. An employee must provide forty-eight (48) hours notice, when possible, prior to the taking of a personal leave day, and approval shall be obtained in advance from the Highway Superintendent or Roads Foreman in the Superintendent's absence. Personal time may be used in one half (½) hour increments.

(c) Sick Leave. – All full time unit members shall be entitled to twelve (12) sick days per year which shall accrue on a monthly basis. Unit members may use sick leave in increments of one half (½) hour and may use up to five (5) days per year for family illness. Unit members may accumulate up to 260 sick days.

Unit members who are unable to report to work due to illness must notify the Highway Superintendent or Roads Foreman at least 30 minutes prior to the beginning of their scheduled shift. Unit members who fail to call in within the required time period shall be ineligible for sick pay unless they provide documentation that they were unable to call. This 30 minute notification applies to each day the unit member will be absent due to illness, unless the illness is of such a nature that the member will be out for consecutive days. In that case the unit member will be required to inform the Highway Superintendent or Roads Foreman on the first day, how many days they will be absent. Unit members absent for more than three consecutive days will be required to provide a doctor's statement verifying their illness and fitness to return to work.

(d) Bereavement Leave. – Unit members shall be allowed three (3) days leave of absence for each event of the death of Parent, Spouse, Child, Spouse's parent, Brother, Sister, or relative living in the household of the employee. All employees shall be allowed a one (1) day leave of absence in the event of the death of other relatives provided that notification of the Department Head is made prior to the excused time. Department Heads shall notify the Supervisor or his/her designee. Such days shall be without loss of pay, and shall be deemed neither a holiday, vacation, personal, nor sick day.

It is intended that leave hereunder is to be used in conjunction with funeral services, a wake or other similar service.

(e) Holidays. - Unit members shall be entitled to thirteen (13) paid holidays per calendar year as follows: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas. There shall be seven (7) additional paid days off each year. The Highway Superintendent shall consult with the Steward prior to making a recommendation to the Town Board regarding the schedule for these days.

(f) Jury Duty Pay. Full-time unit members shall receive his or her regular base wages for his or her standard scheduled hours while serving jury duty. Any compensation received by an employee for service as a juror (excluding mileage and parking fees) will be reimbursed by the employee to the Town. In order to receive jury duty pay, the unit member must notify his or her Supervisor or designee that he/she has been called to serve as a juror and must report to work when the jury is not in session during the employee's regular working hours or when it is possible to arrange to be released for work on a standby basis.

(g) Fire and Accident Emergencies. Employees who are volunteer members of a fire department shall not receive a deduction in any pay for lost time necessitated by their responding to a structure fire emergency or other emergency call within the Town during regular working hours. To be paid for such time period, an employee wishing to respond to an emergency must explain the nature of the emergency and receive prior permission from the Superintendent or Roads Foreman; and submit documentation of attendance at the fire or other emergency for the entire period for which the employee wishes to be paid. Employees must return to work if the employee's services are not immediately required at the emergency site or the emergency ends prior to the end of the working day. Employees may not use Town vehicles or equipment for travel to, or use during, the emergency.

Section 12.2 Health Insurance

▪ (a) Medical Insurance

The Town shall maintain medical insurance for all full-time members. The Town will contribute 90% and the employee 10% of the premium for the appropriate level (single, two-person, or family) of the plan(s) offered by the Town and enrolled in by the employee. New hires are eligible for coverage on the first day of the first full month of employment. The Town has the option to change insurance carriers, during the life of this agreement, which will provide the same or equivalent benefits.

The medical insurance plan(s) offered effective 1/1/15 are:

- FLMHIT (Finger Lakes Municipal Health Insurance Trust) MVP Core Plan
- FLMHIT (Finger Lakes Municipal Health Insurance Trust) MVP HDHP (High Deductible Health Plan) with an HSA (Health Savings Account) outlined below.

HSA

Single:	\$2125.00*
2-Person:	\$4250.00*
Family:	\$4250.00*

*Fully funded up front in 2015 then funded monthly in 2016 and 2017 with a provision allowing for alternate funding on a case by case basis.

(b) Vision Coverage:

The Town shall offer vision coverage to all full-time members enrolled in the Town's medical insurance. The Town will contribute 90% and the employee 10% of the premium for the appropriate level (single or family) of the plan offered by the Town and elected by the employee. New hires are eligible for coverage on the first day of the first full month of.

Section 12.3 Dental Insurance. Starting on the first day of the first full month of employment, the Town shall contribute 50% of the premiums for dental insurance for an appropriate plan for unit members electing such coverage. The Town shall contribute 50% of the premiums for dental insurance for an appropriate plan for existing eligible unit members electing such coverage.

Section 12.4 Flexible Spending Account. Employees shall be entitled to contribute a portion of their wages to a flexible spending account maintained by the Town. Eligibility to participate in and make contributions to such plan shall be governed by the Plan Documents.

Section 12.5 Workers Compensation and Disability Benefits. The Town shall carry both workers' compensation and disability insurance on eligible unit members.

(a) Workers' Compensation Insurance – The Town will pay the salary for the first five (5) days absence without charge to a person's sick bank. Thereafter, salary will be determined by the Insurance Carrier.

(b) Disability Insurance – covers loss of time for disabilities incurred off the job and includes pregnancy.

(i) Covered unit members may use all or part of their accumulated sick leave or receive benefits from Disability Insurance. Reimbursement to the town from the Insurance Company will be made in cases where sick time is paid in addition to disability insurance.

(ii) Unit members who are out on disability related leave of absence for a period of 25 consecutive working days or more, shall not accrue sick pay.

(c) Relationship to FMLA. All absences that are covered by workers compensation or disability insurance shall run concurrently with absences under the Family and Medical Leave Act.

Section 12.6 Retirement. All unit members shall be enrolled in the New York State Employee's Retirement System and the Town shall make contributions on unit members' behalf as required by law. Full-time employees who retire at or after age fifty-five (55) in accordance with the rules and regulations of the New York Retirement System, are credited with at least twenty (20) consecutive years of service with the Town immediately preceding their date of retirement, and are covered with medical and or dental insurance by the Town immediately prior to retirement, shall be entitled to continued insurance coverage through the Town's group plan. The Town will continue to pay its percentage of the premium that was in effect at the time of the employee's retirement. The retiree shall remit his or her portion of the premium in quarterly

payments by the tenth of the month preceding the calendar quarter. Late or non payment of premium could result in termination of group benefits

Such retirees who are married and covered by medical and or dental insurance on the date of retirement shall continue to have such coverage until death, legal separation or divorce of their spouse. The policy thereupon shall revert permanently to single coverage for the retiree only.

Such retirees who are married and covered by medical and/or dental insurance on the date of their retirement and who predecease their spouse after such retirement, are entitled to have their surviving spouse covered by a single policy until the death of such surviving spouse, or until the surviving spouse remarries. The unmarried surviving spouse of the retiree shall continue to remit his or her portion of the premium subject to the provisions within this article.

Section 12.7 Unpaid Leave. Where paid time off is unavailable, full-time employees may request in writing up to two (2) months off without pay. Such requests must be submitted through the employee's department head and to the Town Board for authorization. The Town Board has full discretion in such matters and may approve or deny such requests upon the merits of the request, the employee's past performance and the impact of losing the employee's services. Denials of leaves of absence under this section are not subject to the grievance procedure set forth in Article 6 above.

Section 12.8 Educational Benefits.

(a) The town will pay in advance, cost of transportation, tuition or registration fees for conferences or courses which have been approved in advance by the town, in its discretion.

(b) Expenses covering other approved and proper charges, such as mileage, lodging (paid only if travel is more than 75 miles from the Town of Ogden) and meals shall be reimbursed to the unit member upon his/her return and the submission of itemized expense vouchers, supported by appropriate receipts.

(c) In order to be eligible for reimbursement under this section, unit members must submit a report describing the conference or seminar and what was gained by the employee for the benefit of the Town. Reports and requests for reimbursement under this section must be submitted within 14 calendar days of the employee's return from approved training.

Section 12.9 Mileage. Unit members required to use their vehicles on town business shall be reimbursed the current IRS mileage deduction for business purposes for mileage actually and necessarily incurred, payable following the submission of an expense voucher. Town approval must be obtained in advance for any payment of Mileage.

Section 12.10 Other benefits. Where this Agreement is silent with regards to a particular benefit, the Town may provide other benefits to unit members from time to time at its discretion. The provision of benefits beyond what is provided for in this Agreement shall not

constitute a past practice or otherwise obligate the Town to continue providing such benefits to unit members.

ARTICLE 13 JOB POSTING AND PROMOTION

Section 13.1 The Town agrees to internally post available positions within the bargaining unit for a minimum of five (5) work days prior to posting the vacancy outside of the Town and to post any vacancy for at least ten (10) work days prior to the filling of such position, unless an emergency requires a lesser period of time, in which case, the lesser periods of time will be included in the notice. To be eligible to bid, an employee must be qualified for the position bid for and be able to perform the essential job functions of the position on the date the position is to be filled. Bids received by the Town by the close of the bidding cycle will be accepted as timely. All qualified employees submitting timely bids will be considered for the available positions. Untimely bids will not be considered. The Town will endeavor to post a vacancy as soon as it becomes aware of it. Bids that are not filled from current employees shall be advertised on the open job market.

Section 13.2 Employees awarded a bid shall be subject to a probationary period of ninety (90) calendar days. During or at the end of this period, the employee may voluntarily resign from the position or be removed from the bid job for any reason. In such a case, the job shall be re-posted and the employee shall be returned to his or her original position. Where an employee is awarded a promotional transfer within the bargaining unit, he or she shall receive any applicable increase in wages effective at the end of the probationary period.

ARTICLE 14 HOURS OF WORK

Section 14.1 Work Day. With the exception of the Snow and Ice Season, the normal work week shall be Monday – Friday, five days per week, eight (8) hours per day, forty (40) hours per week. Alternative schedules outside of the Snow and Ice Season shall be mutually agreed to between the Union and Town prior to posting.

Section 14.2 Overtime. Unit members shall be paid at time and one half for all hours worked over eight (8) hours in one day when scheduled to work five (5) eight (8) hour days per week, or over ten (10) hours in one day when scheduled to work four (4) ten (10) hour days per week, or over forty (40) hours in one week. Paid holidays, sick time, vacations, and compensatory time, though not actually worked, shall count in the calculation of overtime. Highway employees will be paid overtime on all non-scheduled work hours. When an employee is next on the call in list for overtime and is already working a regular shift and thus not available, his name will remain on the list to be considered for the next over time opportunity.

Section 14.3 Call-In Pay. The nature of the work in the Highway Department requires unit members to be available to work outside of their regularly scheduled shift. All unit members must be willing to work on an on-call basis. Employees are expected to arrive at work within one hour of receiving a request. Call-in pay provides a guaranteed minimum number of hours for employees who are called to work outside of their normal schedule. Employees who are called in shall be paid for a minimum of four (4) hours work, if called in for ice and snow

removal, or three (3) hours work if called in for any other type of work. The Town reserves the right to assign other duties to employees if the work for which they are called is completed within the minimum pay requirements. Other duties shall not be assigned for disciplinary purposes. Employees who work more than the minimum number of hours shall be paid for actual hours worked.

Section 14.4 Compensatory Time. Unit members who work approved overtime have the option to receive cash payment for the overtime or to choose to bank overtime as compensatory time. All overtime hours shall be banked at a rate of 1 ½ times the number of hours worked over forty in a work week. Unit members must advise the Superintendent no later than 7:30 a.m. on the Monday following the week for which the unit member wishes to bank time. Employees may “split” time earned on a workday between compensatory time and cash payment when the employee has worked six and one half (6 ½) continuous hours of overtime. This time must be split in no less than thirty (30) minute increments.

Unit members may have a maximum of 80 total hours of compensatory time (which is equivalent to 53 1/3 hours of overtime) in their bank at any given time and may use no more than 120 hours of compensatory time in any calendar year. Employees may carry over compensatory time to a subsequent calendar year. All compensatory time shall be based upon the unit member’s hourly rate at the time accrued, and shall be proportionately reduced for any pay increases received by the unit member after time is accrued.

Compensatory time must be requested pursuant to the procedures in effect for the use of vacation time and must be used for a minimum of two (2) hours with one (1) hour increments thereafter.

Section 14.5 Snow and Ice Schedule.

The Head Automotive Mechanic will be scheduled to work Monday through Friday A-Shift only, but will be allowed to select overtime and salt shifts according to procedure.

It is recognized that the needs of the Highway Department vary greatly in the Snow and Ice Season and the Town may need to utilize employees on night shifts or weekend shifts. The beginning and end of the Snow and Ice season shall be determined at the discretion of the Highway Superintendent based upon weather conditions and the requirements of the Town. The Town shall notify the Union at least two (2) weeks prior to establishing the Snow and Ice Schedule and shall advise employees no later than Thursday of the week prior to the week in which the schedule shall begin. The Town shall not be required to begin or continue the Snow and Ice Schedule if not required by weather conditions.

During the Snow and Ice Season, the following Regular Shift may be scheduled:

Shift	Days of Week	Hours
Sunday A shift	Sunday – Thursday	7:00 a.m. – 3:30 p.m.
Saturday A shift	Tuesday – Saturday	7:00 a.m. – 3:30 p.m.
A Shift	Monday – Friday	7:00 a.m. – 3:30 p.m.
B shift	Monday – Friday	2:00 p.m. – 10:30 p.m.
C shift	Monday – Friday	10:30 p.m. – 7:00 a.m.

Regular Shifts shall be worked for a full pay period. In addition to the above Regular Shifts, there may be approximately 100 Overtime Shifts to cover individual shifts during weekend evening and overnight hours and holiday hours.

The number and type of positions needed during each Regular Shift shall be determined by the Highway Superintendent no later than the first Monday of October of each year and a schedule of available shifts per pay period shall be posted. Employees shall be placed in one of two Groups: the Lead Group (which includes Working Foremen, Construction Equipment Operators, and Senior Motor Equipment Operators); and the Operator Group (which includes Automotive Mechanic, Motor Equipment Operators, Maintenance Mechanic II, and Laborers with CDL).

Lead Group employees will each select one (1) pay period of B-Shift, in the order of departmental seniority. Lead Group employees will then have the right to refuse remaining Lead Group B-Shift pay periods. Any Lead Group B-Shifts remaining shall be assigned by the Highway Superintendent in reverse order of Highway Department seniority within the Lead Group.

All employees shall choose their Regular Shifts on the basis of Highway Department seniority. During each of the first five rounds, the most senior employee shall choose an available Regular Shift for two pay periods on the Snow and Ice Schedule, after which the next senior employee shall select an available Regular Shift for two pay periods, and so on until all employees have selected ten Regular Shifts covering five pay periods. During the sixth round, this process shall be repeated except that each employee shall select one Regular Shift for one pay period. Any Regular Shifts remaining after all employees have completed the selection process shall be assigned by the Superintendent in reverse order of seniority within the Highway Department.

Following the selection of Regular Shifts, the Superintendent shall post Overtime Shifts. Overtime Shifts shall be selected in three rounds on the basis of total Highway Department seniority. During each of the three rounds, the most senior employee in the Highway Department may select two Overtime Shifts, after which the next senior employee in the Highway Department may select two Overtime Shifts, and so on until all employees within the Highway Department have had the opportunity to select six Overtime Shifts or no Overtime Shifts remain in fewer than six rounds. Employees are not required to select any Overtime Shifts in any round. However, if any Overtime Shifts remain following the sixth round, the Superintendent shall ask for volunteers within the bargaining unit to take remaining Overtime Shifts. If an insufficient number of volunteers sign up for available Overtime Shifts, the Superintendent shall assign such shifts in reverse order of seniority.

Following the selection of Overtime Shifts, the Superintendent shall post Salting Shifts. Salting shifts shall be one week each. Salting Shifts shall be selected in three rounds on the basis of total Highway Department seniority. During each of the three rounds, the most senior employee in the Highway Department may select four Salting Shifts, after which the next senior employee in the Highway Department may select four Salting Shifts, and so on until all the employees within the Highway Department have had the opportunity to select twelve Salting Shifts or no Salting Shifts remain in fewer than six rounds. Employees are not required to select any Salting Shifts in any round. However, if any Salting Shifts remain following the sixth round, the Superintendent shall ask for volunteers within the bargaining unit to take remaining Salting

Shifts. If an insufficient number of volunteers sign up for available Salting Shifts, the Superintendent shall assign such shifts in reverse order of seniority. Salting Shifts will be based on a seven day work week.

The Union and the Town agree that it may be necessary for the Highway Superintendent to alter the Snow and Ice Schedule created by the procedure set forth above or assign shifts based upon reasons other than seniority due to scheduling conflicts and safety.

Employees may be allowed to trade a regular shift on an entire pay period for entire pay period basis and/or a scheduled OT shift for a scheduled OT shift and/or a salt shift for a salt shift, all with the approval of the Highway Superintendent or the Roads Foreman. This request for trading must be in writing and submitted for approval as soon as the employee is aware of the need with a minimum of one week's notice.

Section 14.6 During the winter months, employees will be given one (1) hour's notice to report to work off their normally scheduled start time. This applies to all employees equally. The dispatcher will call employees as they are listed on the call in list. Employees who arrive late for an early call in due to severe weather may be disciplined for tardiness at the discretion of the Highway Superintendent or Roads Foreman.

ARTICLE 15 CLOTHING ALLOWANCE

Section 15.1 Clothing Allowance The Town shall continue to provide uniform service for the Automotive Mechanics. All other members shall receive \$300.00 for the purchase of work clothes. This clothing allowance will be paid in the second paycheck of May each year. Work clothes must be kept in good repair by the members.

Section 15.2 Safety Attire. The Town shall provide employees with safety jackets, safety vests, hard hats, rain suits, and safety glasses. Each employee shall be issued one of each of these items when required for the performance of his or her duties. Safety gear must be worn when required by Town work rules or by law. Upon submission of receipt of purchase, the Town shall reimburse each unit member up to \$150.00 per year for the purchase of safety shoes, which must be worn at all times while working. Safety shoes must be purchased and the paperwork submitted for reimbursement prior to December 1st. If required paperwork is not submitted before this deadline, reimbursement for that calendar year will be denied. ~~Reimbursement shall be paid no later than the next available accounts processing period after submission of proof of purchase to the Town.~~

Section 15.3 Return of Town Property. Upon termination of employment, unit members must return all property in their possession belonging to the Town, including but not limited to any uniforms or safety attire. Employees shall be responsible to reimburse the Town for any lost or stolen items.

**ARTICLE 16
SEPARABILITY**

It is understood that the provisions of this Agreement are subject to all applicable laws now or hereafter in effect, and to the lawful regulations, rulings and orders of regulatory commissions or agencies having jurisdiction. If any provision of this Agreement is found to be in contravention of such laws, such provision of this Agreement shall be invalid and superseded by the applicable law. All other provisions of this Agreement shall continue in full force and effect and shall not be impaired or affected by such invalidity.

ARTICLE 17
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of JANUARY 2015, and shall remain in full force and effect through the 31st day of DECEMBER 2017, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than sixty (60) days prior to the expiration hereof that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration of this Agreement.

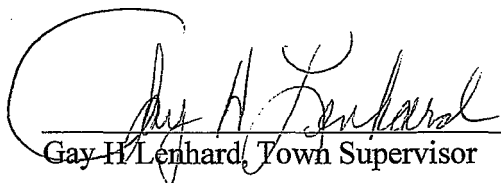
ARTICLE 18
APPROVAL OF LEGISLATIVE BODY

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 ITS APPROVAL.


IN WITNESS WHEREOF, the Town and the Union have executed this Agreement on the 16th day of December, 2014.

TOWN OF OGDEN

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 118


Gay H. Lenhard, Town Supervisor


Michael Maynard, Business Agent


Daniel Wolf, Union Steward

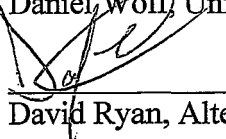

David Ryan, Alternate Steward

Table Of Contents

Accidents, 8	Longevity, 11
Arbitrator, 6	Management Rights, 2
Bereavement Leave, 13	Mileage, 16
BTA Credit Union, 3	New Employee, 8
Bulletin Board, 4	Non-Discrimination, 5
Call-In Pay, 17	Overtime, 16, 17, 18, 19
Clothing Allowance, 20	Paid Time Off, 12
Compensation, 10	Personal Time, 13
Compensatory Time, 18	Physical Examinations, 9
Deferred Compensation, 11	Probationary Period, 8
Direct Deposit, 3	Promotion, 17
Disability Insurance, 15	Retirement, 15
Discipline, 7	Safety Attire, 20
DRIVE, 4	Seniority, 8
Drug Testing, 9	Service Fees, 3
Dues Deduction, 3	Shift Differential, 11
Educational Benefits, 16	Sick Leave, 13
Emergencies, 14	Snow and Ice Schedule, 19, 20
Employee Assistance Program, 9	Subcontracting, 9
Facilities Use, 4	Term Of Agreement, 21
Grievance, 5	Town Board, 2, 6, 12, 13, 15
Health Insurance, 14	Town Supervisor, 6
Highway Superintendent, 4, 5, 12, 13, 17, 18, 19	Union Stewards, 4
Holidays, 13	Unpaid Leave, 16
Hours of Work, 17	Vacation, 12, 13
Initiation Fees, 3	Wage structure, 10, 11
Job Posting, 17	Warning letters, 7
Jury Duty Pay, 14	Work Day, 17
	Workers' Compensation Insurance, 15