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#### **Contract Database Metadata Elements**

Title: **Amsterdam, Town of and Town of Amsterdam Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 294 (2001)**

Employer Name: **Amsterdam, Town of**

Union: **Town of Amsterdam Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

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

Expiration Date: **12/31/04**

PERB ID Number: **7889**

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Amsterdam, Town Of And lbt Local  
294 (Highway Department Unit)

AGREEMENT

Agreement entered into the 20<sup>th</sup> day of DECEMBER 2001,  
between the Town of Amsterdam, County of Montgomery, New York  
(hereinafter referred to as the "Town"), and Local 294,  
International Brotherhood of Teamsters, Chauffeurs, Warehousemen  
and Helpers of America of Albany, New York (hereinafter referred to  
as the "Union").

ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for  
all employees of the Town Highway Department performing the duties  
of drivers, equipment operators or laborers.

ARTICLE II

This contract shall be for the period commencing January 1, 2001  
and terminating December 31, 2004.

ARTICLE III

The starting wage rate for new employees will be \$2.00 per hour  
less than the full rate for the first year of employment; the rate  
will be \$1.00 per hour less than the full rate for the second,  
third and fourth year of employment. Full wage rate to be paid  
after four years of service has been completed.

The following wage rates shall be paid to employees who have  
completed four years, but less than ten years of service as of  
January 1, 1997:

January 1, 2001 - December 31, 2001 - \$14.26 per hour

January 1, 2002 - December 31, 2002 - \$14.76 per hour

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NYS PUBLIC EMPLOYMENT  
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January 1, 2003 - December 31, 2003 - \$15.28 per hour

January 1, 2004 - December 31, 2004 - \$15.81 per hour

Time and one-half (1½) shall be paid to all employees who work after forty (40) hours per week.

Employees shall receive longevity increases of \$.10 per hour at the completion of ten years, fifteen years, twenty years, twenty-five years and thirty years of service with the Town Highway Department.

An employee holding the title of Deputy Highway Superintendent shall receive an additional \$.50 per hour above his/her regular wage rate.

#### ARTICLE IV

Upon written authorization by an employee, the Town agrees to deduct regular Union initiation fees, membership dues and assessments from the wages of all employees covered by this Agreement who appear on the Town payroll and forward such dues deductions to the Union monthly.

#### ARTICLE V

The work week shall be forty hours, and scheduling of hours of work as now in effect shall remain for the duration of this Agreement. Overtime will be assigned by rotation.

A minimum of four (4) hours pay shall be paid to employees when called in for emergency (snow, etc.) service.

Seniority shall prevail at all times in lay-off and recall and scheduling vacations.

ARTICLE VI

The Employer agrees to pay the full cost of Secure Blue Extra with Prescription Plan Card, Dental and Vision for each member and their families. A Plan with equivalent or better benefits may be substituted for the above. If the Town decides to change plans it will monitor the new plan to provide a smooth transition.

The Town agrees to reimburse employees for any difference in benefits incurred over and above benefit levels of Secure Blue Extra.

Employees hired after January 1st, 1991 will pay a premium co-pay of \$8.00 per family, \$7.00 per 2 person or \$6.00 per single coverage per week towards insurance cost. Employees hired prior to January 1st, 1991 will be grandfathered and not required to contribute.

ARTICLE VII

The following days shall be designated holidays covered by this Agreement:

New Year's Day

Election Day

Good Friday

Veteran's Day

Memorial Day

Thanksgiving Day

July 4th

Christmas

Labor Day

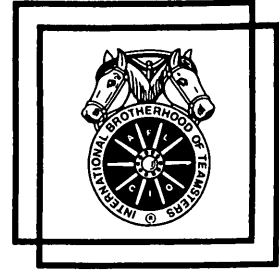
Three (3) roving holidays

The above listed holidays are paid holidays. Any employee required to work on said holiday will, in addition to one day's holiday pay be paid at the rate of time and one-half (1 ½) the hourly rate for all hours worked said holiday.

**TEAMSTERS LOCAL 294**  
**AFFILIATED WITH**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LABOR TEMPLE 890 THIRD STREET ALBANY, N.Y. 12206**  
**PHONES: 489-5436 • 489-5437 • 489-5438**  
**FAX 518-453-9251**

**JOHN BULGARO**  
PRESIDENT  
and PRINCIPAL EXECUTIVE OFFICER

**JOHN KEARNEY**  
SECRETARY-TREASURER



December 27, 2000

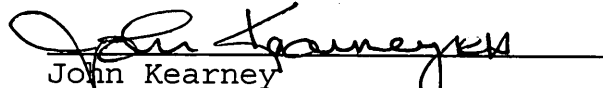
Public Employees Relations Board  
80 Wolf Road  
Albany, New York 12205

Dear Sir and/or Madam:

Enclosed, for your files, is a copy of the following agreement and the number of members we have covered under this agreement:

Town of Amsterdam - 5

Very truly yours,

  
John Kearney  
Secretary-Treasurer  
TEAMSTERS LOCAL 294

KH/kh

enc.

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**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**



ARTICLE VIII

Employees shall receive two (2) weeks vacation after one (1) year of service, three (3) weeks vacation after seven (7) years of service, four (4) weeks vacation after fifteen (15) years of service and five (5) weeks vacation after twenty (20) years of service.

More than one (1) employee will be allowed on vacation in any one (1) week, with Highway Superintendent's permission.

ARTICLE IX

Employees will receive five (5) days personal leave per year, twelve (12) days sick leave per year to a maximum cumulative total of one hundred twenty (120) days, which would be paid one-half on retirement, to a maximum of 50 paid out days. Any additional accumulated days above the 50 paid out days will be applied towards the employee's portion (50%) of his/her insurance premiums. In lieu of being paid out for unused days the employee may elect to apply all unused days towards their co-payment for insurance. Each 20 days of unused sick time will be equal to one year's worth of the employee's insurance co-payment. Any excess days above the 20 day increments will be paid out. (e.g.) 70 unused days equals 3 years of premiums and 10 days pay out. Compassionate leave is hereby defined as leave occasioned by the death of one of the following: Spouse, child, or step-child, parent or step-parent, brother or half-brother, sister or half-sister, father-in-law, mother-in-law, and legal guardian. Compassionate leave shall not exceed four calendar days on each occasion, which four days shall include

Saturday, Sunday and holidays.

#### ARTICLE X

The Town agrees to institute a retirement program under the New York State Employee's Retirement System.

#### ARTICLE XI

In the event of a disagreement between the parties involving the interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. A representative of the Town will discuss the matter with a representative of the Union within seven (7) days of receipt of notice of said disagreement.
2. If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of notice of their intention to do so which notice shall be served within ten (10) calendar days from the date of impasse. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board.

#### ARTICLE XII

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit, to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

**ARTICLE XIII**

A. Each employee in the bargaining unit shall have DBL Insurance coverage paid for by the Town.

B. Upon retirement the Town will cover contributory medical coverage for all employee at the rate of 50¢ for the employee and spouse/family. Upon the death of the employee the family coverage will remain in effect for one (1) year. (Town pays 35¢)

**ARTICLE XIV**

Town employees will not be asked or required to plow or sand with any vehicle with the wing plow on it, unless two (2) men are assigned to that truck. It is not a one (1) man truck unless the wing has been removed.

**ARTICLE XV**

Uniform allowance - the Highway Department will compensate each employee at the rate of \$500.00 per year, to be paid in two equal installments twice annually.

**ARTICLE XVI**

The Town Highway Superintendent shall not perform bargaining unit work except for purpose of instruction or where the particular task to be completed cannot conveniently be accomplished by members of the unit (e.g., in snow removal overtime work where, after reasonable efforts were made to call in bargaining unit members without obtaining sufficient bargaining unit members to accomplish the job.)

**ARTICLE XVII**



ARTICLE XVII

The Town will pay the full cost (fee) for each full-time employee to renew their CDL license when it comes due.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

TOWN OF AMSTERDAM

BY Thomas P. DeMazza

BY Supervisor

TEAMSTERS LOCAL 294,  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, AFL-CIO

BY John Bulgaro  
JOHN BULGARO, PRESIDENT

BY John Kearney  
JOHN KEARNEY, BUSINESS AGENT  
Paul Paul P/H