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Bc/9709

AGREEMENT By
and Between

TOWN OF ATHENS
AND
TEAMSTERS LOCAL # 294
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2009 - May 31, 2011

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 30 2009

ADMINISTRATION

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THIS AGREEMENT, Made this 10th day of June, 2009 by and between the Town of Athens, a municipal corporation (hereinafter referred to as "Employer") and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as "Union").

Term: January 1, 2009 through May 31, 2011

WITNESETH:

ARTICLE I – PURPOSE AND SCOPE OF AGREEMENT

A. This Agreement has as its purpose the promotion of a more harmonious and cooperative relationship between the Employer and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates or pay, hours of work and other conditions of employment; and to provide orderly and uninterrupted operation and function of the Town of Athens Highway Department (hereinafter referred to as "Highway Department"), and to assure equitable treatment of the Highway Department employees, pursuant to the Laws of the State of New York, and the rules, regulations and policies, which shall be construed for the accomplishment of this purpose.

B. The Employer hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of all regular full-time and regular part-time employees of the Highway Department for the purposes of establishing salaries and working conditions and the administration of grievances arising thereunder. Current Highway Department Job Titles and pay grades are listed in Schedule A of this Agreement.

C. Management Rights. Except to the extent modified by the terms of this Agreement, the rights and responsibilities of the Employer include, but are not limited to, the following:

- a. To determine the standards of services to the Town of Athens not inconsistent with applicable laws;
- b. To direct employees in their respective positions;
- c. To maintain the efficiency of government operations entrusted to them.

Except as expressly limited by other provisions of this Agreement, all of the Town rights and responsibilities possessed by the Town are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives, and policies of the Town and to determine the facilities, methods, means and numbers of personnel required for conduct of Town programs.

ARTICLE II - UNION SECURITY

A. 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 UNION. The dues authorization shall remain valid until cancellation or withdrawal in writing. All funds shall be transmitted to the UNION at the address designated in Article XXIV of this

Agreement within a reasonable time subject to administrative delays.

Pursuant to Law, the EMPLOYER will deduct from the wages or salaries of those members of the bargaining unit who are not members of Local 294 an agency fee in the same manner as the payroll deduction of dues, and properly transmit such to the UNION.

The UNION will indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken or not taken by the EMPLOYER, in reliance upon agency fee deductions or dues deductions authorization cards furnished by the employee and/or the UNION.

B. 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; and
2. The transmission of such messages and information which shall originate with, and are authorized by the UNION or its officers, provided such messages and information:
 - A. have been reduced to writing; or
 - B. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

The steward shall be allowed reasonable paid time for attending administrative proceedings (negotiations, grievance meetings, hearings, etc.) between the EMPLOYER and the UNION. The UNION agrees to negotiate the amount of time required if the parties cannot agree upon the meaning of "reasonable" under a given set of circumstances. The UNION shall notify the EMPLOYER, in writing, of the employees designated by the UNION as job steward and alternate steward.

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority:

Seniority means an employee's length of service as a permanent full-time employee with the Town of Athens since his or her original date of hire.

Employees shall be placed on the seniority list after serving twenty-six (26) weeks of probationary employment after which the seniority of each employee shall revert back to the date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement. During the probationary period, the employee may be

terminated by the EMPLOYER at the EMPLOYER'S discretion and without notice to the UNION.

B. Loss of Seniority: An Employee shall lose his or her seniority for the following reasons:

1. Lawful discharge, or discharge with cause;
2. Resignation;
3. Failure to return to work from a leave of absence;
4. Failure to return to work after written notice when recalled from a lay-off resulting from a reduction in force; or
5. Retirement.

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, provided the remaining employees are qualified to perform the available work. If the remaining employees are not qualified, then those employees who are not qualified are laid off first. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified to perform the available work. Except in an emergency, it is requested that the Town give two (2) weeks written notice on lay-offs to the employee involved. In the event of a lay-off a meeting may be requested by either party.

2. The Employer shall lay-off bargaining unit employees in the same title in the following order: temporary employees, provisional employees, probationary employees, and permanent employees in the inverse order of seniority.

3. In the event of a recall, the laid-off employee shall be given notice of recall by, regular or certified mail, sent to the address last given the EMPLOYER by the employee. Within five (5) calendar days after tender of delivery at such address of the EMPLOYER'S notice, the employee must notify the EMPLOYER by certified mail of his intent to return to work and must actually report for work within ten (10) calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed to in writing that the employee need not return to work within the ten (10) calendar day period. In the event the employee fails to comply with the above provisions, he or she shall lose all seniority rights under this Agreement and shall be considered to have resigned. Notice of recall shall be sent to the UNION on the same date lay-off notices are issued to employees.

4. Employees who fail to return to work following a leave of absence will lose all prior seniority. Any leave of absence shall be pursuant to a written agreement between the Town and the employee.

ARTICLE IV - PROHIBITION OF STRIKES

A. As provided for in Section 210 of the Public Employees Fair Labor Employment Act, Article 14 of the New York State Civil Service Law (Taylor Law), no employee covered by this agreement or the union organization shall engage in a strike, and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.

B. During the process of negotiations (i.e., Negotiations, Impasse and Fact Finding, etc.) no public employee or member of the Union shall engage in any picketing, demonstrating or informational meeting at the home or business of any member or former member of the Town Board of the Town of Athens without the express written approval of such member or former member.

ARTICLE V - GRIEVANCE AND ARBITRATION

SECTION I - PURPOSE

It is the intent of the EMPLOYER and the UNION that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the grievance procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in any later grievance proceedings.

It is the intention of the parties that a time limit set forth in this Article be of the essence, unless otherwise mutually agreed to in writing between the parties on a specific case. Failure of the UNION to proceed within the time limits set forth shall terminate the grievance at that step. Failure of the EMPLOYER to answer within the time limits set forth shall entitle the UNION to proceed to the next step of the grievance procedure. Any step of the grievance procedure may be bypassed by mutual agreement of the parties in writing.

SECTION 2 - DEFINITIONS

A. A "Grievance" is any dispute concerning the interpretation, application or claimed violation of a specific term or provision of the Agreement, including matters of employee discipline or termination.

B. An "Employee" shall mean any person in the bargaining unit covered by this Agreement.

C. The "UNION" shall mean Teamsters Local 294.

D. An "Aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the UNION and (when it submits a grievance) the EMPLOYER.

E. A "day" as used here shall be deemed to mean a calendar day.

SECTION 3 - SUBMISSION OF GRIEVANCES

A. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement alleged to be violated, the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person(s) responsible for causing such events or conditions and a general statement of the grievance and remedy sought by the aggrieved party.

B. An employee or group of employees may submit grievances, which affect them personally and shall submit such grievances directly to the Town Superintendent of Highways.

C. The UNION may submit any class grievance. It shall be submitted directly to the Town Superintendent of Highways.

D. Where the EMPLOYER has a grievance, it shall be submitted directly to the Union President.

SECTION 4 GRIEVANCE PROCEDURE

Prior to initiating a formal written grievance, an employee or the UNION is encouraged to resolve disputes informally with the appropriate immediate supervisor.

A. Step One

The grievance shall be presented by the Job Steward or other authorized representative of the UNION, with or without the employee aggrieved, to the Town Superintendent of Highways no later than fifteen (15) calendar days after the date on which the act or omission giving rise to the grievance occurred or the employee knew of or should have known of the act or omission. The Town Superintendent of Highways shall meet with the aggrieved party and issue a written decision to the grievant and his representative no later than ten (10) business days following the receipt of the grievance.

B. Step Two

If the aggrieved party is not satisfied with the response, or if no response is received within the required period the Job Steward or other authorized representative, may file the grievance with the Town of Athens Town Board within ten (10) calendar days after receipt of the first step decision, or within ten (10) calendar days after the first step decision should have been received, if no decision is received. The Town Board shall investigate the grievance and shall, upon request, meet with the aggrieved party and/or the Union Grievance Committee, and issue a written decision to the Union Steward or other authorized representative no later than ten (10) business days following the receipt of the grievance.

C. Step Three

In the event that the UNION is not satisfied with the Step Two decision, or if no response is received within the required period, the UNION may within twenty (20) calendar days after receiving the response, or if no response is rendered, within twenty (20) calendar days after the response should have been received, refer the grievance to binding arbitration in accordance with the Arbitration Procedures set forth in Section 5 of this Article. The parties shall adhere to the rules regarding the selection of arbitrators.

SECTION 5 - ARBITRATION PROCEDURE.

A. When a dispute remains unresolved through the grievance procedure, it may be referred to arbitration by either party, who shall first attempt to mutually agree upon an arbitrator, and if such

cannot be done, the parties shall select an arbitrator in accordance with the rules of the Public Employment Relations Board ("PERB"). The arbitrator shall have the authority to make a final and binding award on the grievance.

B. The arbitrator's decision shall be in writing and shall set forth all findings, reasoning and conclusions on the issues submitted and shall be binding and final on both parties. The arbitrator's power shall be limited to interpreting the express written provisions of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act, prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement and shall apply New York Law.

C. The arbitration award must be rendered within thirty (30) calendar days after the close of the hearing, unless otherwise agreed to by the parties in writing.

D. The timely processing of the grievance through the grievance procedure shall be a condition precedent to arbitration, unless otherwise mutually agreed to by the parties in writing.

E. The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this Agreement. The cost of the services of the arbitrator shall be borne equally by the EMPLOYER and the UNION.

ARTICLE VI - SEPARATION FROM EMPLOYMENT AND LIMITATIONS ON ACCRUAL OF LEAVE

A. Upon separation from employment, the EMPLOYER shall pay all money due the employee on the payday for the pay period next following such separation. The employee shall be reimbursed accumulated vacation time by cash payment to the employee or in the event of death, to his or her beneficiary or estate, as the case may be.

B. Notwithstanding any other provision of this Article to the contrary, there shall be no reimbursement for the accrual of unused sick or personal time.

C. Upon separation from employment, the Employee shall return to the Town Superintendent of Highways all Department property in his or her possession or assigned to him or her in substantially the same condition as when received, reasonable wear and tear accepted. If the employee fails to return such property to the Town Superintendent within five (5) days of the date of separation from employment, EMPLOYER shall be entitled to reimbursement for the costs of such equipment and shall be entitled to bring a grievance for a violation of this provision.

Upon retirement, each Employee shall be entitled to receive accumulated sick time up to \$5,000.00 in cash, to be added to the retirement calculation, with the balance credited to accumulated sick time.

ARTICLE VII - EQUIPMENT

A. The EMPLOYER shall comply with all and any applicable state and federal laws, rules and/or regulations relating to safety. The employer shall provide the appropriate tools where necessary and the employee receiving such tools shall be responsible for same until returned to the Town Superintendent of Highways. All employees shall be issued Hard Hats, Safety glasses and vests. No Employee shall be expected to weld without proper wearing apparel.

B. The EMPLOYER shall provide each employee with five (5) Tee shirts, three (3) Sweatshirts, eleven (11) sets of uniforms and two (2) jackets with liners.

C. The EMPLOYER shall provide and maintain coveralls, gloves, rain gear, and appropriate Carhart bib coveralls and winter jackets. In addition to the above the EMPLOYER shall pay each employee up to \$200.00 annually to purchase steel toed work shoes upon presentation of a receipt showing purchase of same.

ARTICLE VIII - PAY PERIOD

A. All employees hereunder shall be paid salary in full on a bi-weekly basis through the last scheduled day of the work-week on Wednesday of the week following the pay period. When the regular payday falls on a holiday, the EMPLOYER shall pay the employees on the last banking day immediately preceding the holiday. Each employee shall be required to setup a direct deposit account within five (5) calendar days of commencement of his or her employment. All salary payments shall be distributed through direct deposit, unless otherwise agreed to by the parties in writing.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions from pay for any purpose. Such statement shall also record all accruals.

ARTICLE IX - JOB CONTRACTING AND CLASSIFICATIONS SUBCONTRACTING

There shall be no layoffs as a result of the Town exercising its right to subcontract or assign bargaining unit work to non-unit employees, including the working foreman and the Machinery and Equipment Operator (MEO). When bargaining unit work is to be sub-contracted, Town employees shall not be used by subcontractors, unless such work is paid at the posted prevailing wage. This article shall also include building construction and/or carpentry.

ARTICLE X - VACATIONS

A. Subject to the provision hereinafter set forth, full-time regular Employees who have been employed for the continuous period of employment set forth in the table below shall accrue paid vacation time as follows:

1-6 years of service - 2 weeks

7-10 years of service - 3 weeks

11-15 years of service - 4 weeks

20 years of service – 5 weeks

B. Vacation leave shall be permitted to be carried over to the following year, to a maximum of eight (8) weeks. Employees may sell back one (1) week annually. Vacation may be used in four (4) hour blocks at the Employees discretion.

C. An employee's seniority shall govern with regard to choice of vacation times; however, once a vacation time has been selected and approved by the Town Highway Superintendent, a more senior employee cannot bump a junior employee from that approved time. The Town Highway Superintendent has full authority with regard to the granting of said vacations.

D. Vacations in the winter months shall be permitted only on written consent of the Town Superintendent of Highways.

ARTICLE XI - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Election Day
- Independence Day
- Labor Day
- ½ Day on New Year's Eve
- ½ Day on Christmas Eve
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Columbus Day
- President's Day
- One Floating Holiday

B. Whenever any holidays listed above shall fall on a Saturday, the preceeding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. To be paid for a holiday, an employee must have worked his last scheduled work day before the holiday and the first scheduled work day after the holiday, unless he or she was off because of illness, vacation, personal leave or unless otherwise previously approved by the Town Superintendent of Highways in writing.

C. Anyone required to work on holidays, shall be paid double time for all hours worked plus Holiday pay. Any employee required to work on a holiday shall be guaranteed three (3) hours show-up pay, or actual hours worked if more than three (3).

D. Any employee required to work on a day when Town offices are otherwise closed shall be

entitled to holiday pay for the hours actually worked.

ARTICLE XII - SICK LEAVE AND PERSONAL LEAVE

A. Each employee shall accrue sick leave at the rate of four (4) hours per pay period and a total of thirteen (13) days per year effective January 1st of each year. Employees may accrue sick days up to a total of 165 days for future use.

B. Except in the event of emergency, sick leave may be used upon two (2) hours notice to the Town Superintendent of Highways.

C. The Town Highway Superintendent may require a physician's certificate for any absences of more than two days. Where the illness or disability is of long duration, a physician's certificate may be required for each one-half month of continuous absence. In any case, the Town Highway Superintendent may require an examination by a physician, at Town expense, or other evidence that the illness prevents the employee from working.

D. The Town Highway Superintendent or his designee may grant use of family medical leave to an employee upon request for use in connection with an illness or sickness of a member of the employee's immediate family. Requests will not be unreasonably denied.

E. Personal leave is leave with pay for personal, business, or religious observance, without charge against accumulated vacation or compensatory time due, subject to the approval of the Town Superintendent of Highways.

F. Personal days may be used upon two (2) hours notice to the Town Superintendent of Highways and will not be unreasonably denied. Personal days may be used in hourly increments.

G. All employees employed by the Town on December 31st who have at least four (4) months of service shall be credited with twenty-eight (28) hours of personal leave time for the ensuing year.

H. In the case of an injury, illness or disability to an employee for which he or she is entitled to Workers' Compensation or disability benefits, such employee may elect whether time off for such injury, illness or disability shall be (a) charged against the employee's vacation, sick, personal or compensatory leave time accruals, or (b) whether such employee shall receive only Workers' Compensation or disability benefits, and reserve the leave time accruals. Such election shall be made within seven (7) days of the date the claim should have been filed. In the event such employee elects to have such time off charged against the employee's leave time accruals, the Workers' Compensation or disability benefits shall be paid to the Town and the employee's leave time accruals, so charged, will be credited for additional days or portions thereof based upon the amount of benefit paid to the Town. The employee shall not exceed the

aggregate leave time accruals. The employee's election shall be reduced to writing and submitted to the Town Superintendent of Highways for processing. If the employee fails to make a timely election as herein provided, the Employer shall charge the employee's leave time accruals in the following order: (1) sick leave, (2) personal leave, (3) compensatory time. Vacation time shall not be charged. Leave time accruals shall be charged in the order specified for any administrative waiting periods.

ARTICLE XIII - BEREAVEMENT LEAVE

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death in the family, i.e., parent, mother-in-law/father-in-law, child, spouse and brother/sister. All employees shall be entitled to one (1) day for the death of a grandparent. The EMPLOYER may request the employee to submit proof of death for the purpose of payment under this provision.

ARTICLE XIV - BREAK/LUNCH

There shall be a fifteen (15) minute paid morning and afternoon break daily. Subject to the provisions set forth in section 1 of Article XXIII, there shall be a thirty (30) minute lunch break between the fourth and fifth hour of work.

ARTICLE XV - PENSION FUND

The Employer shall continue enrollment in the current pension fund. The Employer shall provide coverage for each employee under Section 75(i) of the Retirement and Social Security Law, but nothing herein shall relieve the employee of the obligation to contribute to such pension plan or other pension as may be required by law.

ARTICLE XVI – HEALTH INSURANCE

A. MEDICAL INSURANCE COVERAGE. Coverage will begin on the first day of the month following one month of continuous employment. The Town shall participate in the “Select Plan” of the NYS Teamsters Benefit Fund, and continue to pay full premium for individual and family health insurance, in accordance with signed stipulations for all fulltime employees on the payroll as of January 1, 2009. The Select Plan shall be offered with all other options at the highest level(s) offered. A copy of the NYS Teamsters Benefit Fund rates is attached in schedule B of this agreement. Additionally, the UNION agrees to provide health insurance coverage for up to five (5) non-bargaining unit employees of the Town, should any exist and select health insurance coverage through the Town.

B. SINGLE, TWO-PERSON or FAMILY COVERAGE. All current Employees, unless specified elsewhere in this agreement, shall have the right to choose the SINGLE, TWO-PERSON or FAMILY PLAN. Upon eligibility, they may change from one plan to the other as they so choose. Employees shall also have the option to opt-out of the NYS Teamsters Benefit Fund, provided they submit proof of health coverage through another source. No employee shall be employed without health insurance and failure to maintain a health insurance plan shall be grounds for immediate dismissal from employment. Employees

who opt not to take the insurance from the Town shall be reimbursed ¹/₂ of the premium paid by the Town payable annually.

C. RETIREES. Upon eligibility for and receipt of a pension from New York State Retirement System, an employee shall be entitled to receive Health Insurance in accordance with past practices, such coverage to include the employee's spouse during the employee's lifetime. For employees hired prior to December 17, 2001, to be eligible for retiree health insurance coverage, the employee must be age fifty-five (55) or older and have ten (10) years of continuous service, must be eligible to receive retirement benefits through the New York State Retirement System, must have been actively employed by the Town on the date of retirement, and must have been enrolled under the Town's medical insurance plan for at least one (1) year immediately prior to the date of retirement. For employees hired after December 17, 2001, to be eligible for retiree health insurance coverage, the employee must be age fifty-five (55) or older and have twenty-five (25) years of continuous service, or be sixty-five (65) years old with ten (10) years of continuous service, must be eligible to receive retirement benefits through the New York State Retirement System, must have been actively employed by the Town on the date of retirement, and must have been enrolled under the Town's medical insurance plan for at least one (1) year immediately prior to the date of retirement.

D. UPON DEATH OF A RETIREE. Upon the death of a retiree who has been eligible, pursuant to this Article for receipt of medical health coverage through the EMPLOYER, the surviving spouse may continue to receive the deceased retiree's medical and health insurance benefits, at the sole cost and expense of such spouse upon written notice to the EMPLOYER of the election to continue such coverage.

E. An employee who is absent from work because of an illness or injury which is compensated pursuant to the provisions of the Worker's Compensation Law for a period of not more than twelve (12) months shall receive medical and health plan benefits on a non-contributory basis and if in excess of twelve (12) months such Employee may receive such benefits upon payment of the monthly premium in advance.

ARTICLE XVII - WORK DAY AND WORK WEEK

A. The normal workweek shall be Monday through Friday, inclusive, for all employees covered hereunder.

B. The work day shall be eight (8) consecutive hours (excluding lunch), Monday through Friday. From the first Monday in November until the last Friday in March., the workday shall be 7:00 A.M. – 3:30 P.M., it being understood that the employees be given at least one (1) week's notice of change in the work week schedule, except in the case of an emergency outside the control of the Employer. Thereafter, from first Saturday in April through the last Saturday in October, the Employees shall be scheduled on four (4) ten (10) hour days, and the workday shall be 6 A.M. – 4:30 P.M., with one-half hour for lunch.

C. Employees shall receive overtime pay at the rate of one and one half times the regular pay for

all hours worked in excess of eight (8) hours per day, ten (10) hours per day and/or forty (40) hours per week. All time worked outside normal scheduled hours shall be considered time and one half (1-1/2) for payroll purposes. For the purpose of this section, a non-worked holiday, sick-leave day, personal leave day; vacation day, or bereavement-leave day shall be considered an eight-(8) hour day worked from first Monday in November until the last Friday in March and a ten-(10) hour day worked from first Saturday in April through the last Saturday in October.

D. Employees called to work outside the normal work day schedule shall be guaranteed at least three (3) hours pay or actual hours worked.

E. The assignment of overtime shall be in accordance with overtime equalization and rotated equally among qualified Bargaining Unit members. The Employer will assign overtime as evenly as is practicable within a storm area, with due regard to qualifications with employees involved and the work to be performed. The parties agree to meet and discuss the assignment of overtime with the recognition that there is an operational need for fair distribution of such overtime.

F. The employee may request and the Employer may grant work schedules deviating from the above normal work schedule, providing any such work schedule will only be established for extraordinary circumstances. Whether or not to grant such a request remains solely in the discretion of the Town superintendent of Highways. The failure to grant such a request shall not be grievable.

ARTICLE XVIII – WAGES

A. Subject to the provisions of this Agreement, each employee shall be compensated in accordance with this Article during the term of this Agreement and the continuance of such employment.

B. Upon commencement of this agreement, each current employee shall receive a one-time \$250.00 signing bonus.

C. The hourly wage rate for employees shall be based on the 10 Year Salary Grade Schedule attached at Schedule B to this Agreement. Annual raises shall be based as follows:

Effective January 1, 2009	+ 4.25%
Effective January 1, 2010	+ 3.80%
Effective January 1, 2011	+ 3.80%

D. If an employee is directed to use his own vehicle for Town business, mileage shall be paid at the IRS Rate, which may be changed by resolution of the Town Board.

E. Casual, Seasonal or other Employees shall not receive more pay for bargaining unit work than the lowest paid Bargaining Unit member, unless the effected Employee(s) are increased

commensurately.

ARTICLE XIX - WORKMENS' COMPENSATION PAYMENT

Workmen's' Compensation shall be as provided by law.

ARTICLE XX - DISCIPLINE

The EMPLOYER shall have the right to discipline, suspend and discharge any employee for just cause. In respect to discharge or suspension, the EMPLOYER shall give one (1) documented verbal warning notice and one (1) written warning notice of any infraction to the employee and a copy of the same to the Job Steward or other authorized union representative.

The procedures set forth in Section 75 of the Civil Service Law shall be deemed waived. In the event that an employee who has been permanently appointed and has finished probation shall be subject to disciplinary action, including termination, the employee may submit the disciplinary charge(s) to arbitration pursuant to the arbitration procedure set forth in Section 5 of Article 5 of this agreement by providing written notice of such election within fifteen (15) calendar days after the employee has been disciplined.

ARTICLE XXI - DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and the terms and conditions shall continue in effect from year to year as provided by the Labor Law of the State of New York until succeeded by a new agreement or the bargaining unit is decertified.

ARTICLE XXII - GENERAL CONDITIONS

The following past practices shall continue:

1. The Town shall ensure all equipment is maintained in proper and safe working order. A water cooler will be provided at work sites, and a water fountain and working refrigerator maintained in the Town Garage.
2. Highway Department Foreman shall certify Plow "wingmen" prior to the onset of the winter season. Wingmen shall be present for the duration of all major snow plowing events.
3. New positions created within the bargaining unit (or current positions that become available) shall be posted for bid in accordance with seniority.
4. The employer shall create and maintain job descriptions for all bargaining unit positions.
5. The Employer shall not subvert the work of the Bargaining unit by having non-bargaining unit personnel performing bargaining unit work on off- hours.
6. Employees required to work in excess of twelve (12) hours per day shall receive a ten (\$10.00) dollar meal allowance and eight (\$8.00) dollar meal allowance for every four (4) hours worked thereafter.
7. The Town shall reimburse Employees for the cost of their CDL License(s) and any other required licensing.

8. The Town shall award a three hundred (\$300.00) dollar safety-incentive annually for each employee who completes the year without any compensable injury. Such payment shall be made on or about December 15, of each year.

ARTICLE XXIII - PAST BENEFITS & PRIVILEGES

The Town and the UNION each agree that any and all past benefits & privileges formerly enjoyed by the Employees of the Town not specifically outlined herein are hereby incorporated into this agreement. The following past benefits and privileges shall continue:

1. In accordance with section B of Article XVII, the employees shall continue to work four (4) ten (10) hour shifts beginning at 6:00 a.m. and ending at 4:30 p.m., per week, from the first Saturday in April through the last Saturday in October. The Employees shall be released at 4:00 p.m. on days when a lunch leave is not provided.
2. In accordance with past practices, the Employer shall continue to lend hand tools to employees on the weekends, provided that the tools are cared for by the employees and returned to the Town the next succeeding work day. Failure to return the tools and/or return of damaged tools shall be a grievable event.
3. A water cooler shall be stored and made available for use in the Town Garage. A working refrigerator shall be maintained in the Town Garage.
4. Bottled water shall be made available in the field.
5. The Ten Year Salary Grade attached as Schedule B to this Agreement shall continue to be in effect.
6. A \$300.00 safety bonus shall be paid to all employees in accordance with Section 8 of Article XXII.
7. The Town Superintendent of Highways shall be permitted to continue the past practice of performing bargaining unit work.

ARTICLE XXIV – VOLUNTEER EMERGENCY SERVICES

The parties agree the employee(s) shall suffer no loss of pay for participation in voluntary emergency services when their services are required. It is understood that no employee(s) shall leave his work station unattended and without permission. Such permission shall not be unreasonably denied. Employee(s) shall provide the Town written notice from the Chief or his designee that their services were required.

ARTICLE XXV – NOTICES

All notices, or other communications required under this Agreement shall be in writing and shall be deemed to be given when delivered personally or when deposited in the United States Mail, certified, return receipt requested or one (1) business day after pickup by UPS, or in any case

addressed to the parties at the addresses set forth herein or to any subsequent address which either party may designate for such purpose with a copy of such notice sent to the Town Highways Superintendent and the Union President. Notwithstanding the above, a notice, demand or other communication of change of address shall not be effective until given pursuant to the provisions of this Paragraph.

Notices to be sent to:

TOWN OF ATHENS
2 First Street
Athens, NY 12015

TEAMSTERS LOCAL 294
890 Third Street
Albany, NY 12206

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS 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.

THE PARTIES HAVE SET THEIR HANDS AND SEALS this 10th day of June, 2009.

TOWN OF ATHENS
2 First Street
Athens, NY 12015

TEAMSTERS LOCAL 294
890 Third Street
Albany, NY 12206

By: Albert Saluso

By: John Bulger

By: [Signature]

By: [Signature]

By: [Signature]

By: James H. Robinson III

Schedule A

Bargaining Unit Titles and Grade Levels

4 Machinery and Equipment Operators

Grade 4

1 Working Foreman

Grade 5

The working foreman shall receive a two (\$2.00) dollar differential over the step from which foreman is promoted on the ten year step schedule.

Schedule B

**TOWN OF ATHENS
2 First Street
Athens, NY 12015-1393**

	2009 ADOPTED BUDGET (4%)										
	0	1	2	3	4	5	6	7	8	9	10
2	10.49	10.81	11.13	11.46	11.77	12.08			13.04		13.67
3	12.08	12.46	12.82	13.19	13.55	13.88			15.00		15.72
4	13.88	14.31	14.73	15.15	15.57	15.97			17.23		18.06
5	15.97	16.46	16.93	17.42	17.90	18.39			19.81		20.78
6	18.39	18.93	19.49	20.04	20.58	21.13			22.79		23.90