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COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF ATHENS

and the

TEAMSTERS LOCAL 294

(HIGHWAY UNIT)

June 1, 2011 – May 31, 2015
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(June 1, 2011 - May 31, 2015)
This COLLECTIVE BARGAINING AGREEMENT is made by and between the Town of Athens, a municipal corporation (hereinafter referred to as "Employer" or "Town") and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as "Union").

1 PURPOSE AND SCOPE

1.1 Statement of Purpose

1.1.1 This Collective Bargaining 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.

1.2 Strikes and Picketing

1.2.1 No Strike Clause: 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 Collective Bargaining 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.

1.2.2 Picketing During Negotiations: 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 expressed written approval of such member or former member.

1.3 Recognition and Bargaining Unit

1.3.1 Recognition Clause: The Employer hereby agrees to recognize Teamsters Local 294, I.B.T. 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 wages and working conditions and the administration of grievances arising thereunder.

1.3.2 Bargaining Unit: Current Highway Department job titles and pay grades are listed in Section 6.1.1 of this Collective Bargaining Agreement.

1.3.3 Regular Full-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular full-time employee” will mean and refer to an employee who is regularly scheduled to work forty hours per week throughout the year.

1.3.4 Regular Part-time Employee: For the purpose of this Collective Bargaining Agreement, a “regular part-time employee” will mean and refer to an employee who is regularly scheduled to work less than forty hours per week throughout the year.

1.3.5 Temporary Employee: For the purpose of this Collective Bargaining Agreement, a “temporary employee” will mean and refer to someone who is called in to work on an “as-needed” basis or to replace an employee who is on an approved leave of absence.
1.3.6 **Seasonal Employee:** For the purpose of this Collective Bargaining Agreement, a "seasonal employee" shall mean and refer to someone employed to work for a given season for the purpose of mowing, collecting yard waste or other traditional summer duties, or to assist in snow removal.

1.4 **Management Rights**

1.4.1 **Management Rights Clauses:** Except as expressly limited by other provisions of this Collective Bargaining 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 determine the facilities, methods, means, and numbers of personnel required for conduct of Town programs.

Except to the extent modified by the expressed terms of this Collective Bargaining Agreement, the rights and responsibilities of the Employer include, but are not limited to, the following. These rights and responsibilities include, without being limited by past practice, the right to: hire, assign, promote, layoff, furlough, evaluate, and discipline employees for just cause; direct employees in their respective positions and maintain the efficiency of government operations entrusted to them; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine the standards of services to the Town of Athens not inconsistent with applicable laws; and, contract and subcontract for services.

1.4.2 **Outsourcing Unit Work:** There shall be no layoffs as a direct 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).

1.4.3 **Supervisors Performing Unit Work:** The Town Superintendent of Highways shall be permitted to continue the past practice of performing bargaining unit work.

1.4.4 **Posting of Vacancies:** New positions created within the bargaining unit (or current positions that become available) shall be posted.

2 **UNION RIGHTS**

2.1 **Union Membership / Agency Shop**

2.1.1 **Check-Off of Dues:** The Employer agrees to deduct from all regular employees who are Union members covered by this Collective Bargaining 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 Section 14.2 of this Collective Bargaining Agreement within a reasonable time subject to administrative delays.

(June 1, 2011 - May 31, 2015)
2.1.2 Agency Shop Fee: 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.

2.1.3 Indemnification: 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.

2.2 Contract Administration

2.2.1 Stewards: The Employer recognizes the right of the Union to designate one Job Steward and one Alternate Steward from the bargaining unit. The Union shall notify the Employer, in writing, of the employees designated by the Union as Job Steward and Alternate Steward.

2.2.2 Authority of Stewards: 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 have been reduced to writing or, if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

2.2.3 Release Time: The Steward shall be allowed reasonable leave from work, without loss of pay or leave credits, 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.

3 GENERAL CONDITIONS OF EMPLOYMENT

3.1 Seniority and Probation

3.1.1 Definition of Seniority: For the sole purpose of this Collective Bargaining Agreement, 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.

3.1.2 Probation: An employees shall be placed on the seniority list after serving fifty-two weeks of continuous probationary employment after which the seniority the employee shall revert back to the date of hire. During the probationary period, the employee may be terminated by the Employer at the Employer’s discretion and without notice to the Union.

3.1.3 Loss of Seniority: An Employee shall lose 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.

(June 1, 2011 - May 31, 2015)
3.2 Layoff and Recall Procedure

3.2.1 Layoff: When it becomes necessary to reduce the working force in a job title within the bargaining unit, the employee within that job title with the least service seniority 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.

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.

3.2.2 Recall: When the force is again increased in a job title within the bargaining unit, 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 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.

3.2.3 Notice of Recall: 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 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 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 calendar day period. Notice of recall shall be sent to the Union on the same date lay-off notices are issued to employees.

3.2.4 Failure to Return to Work: In the event the employee fails to comply with the above provisions, he or she shall lose all seniority rights under this Collective Bargaining Agreement and shall be considered to have resigned. 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.

3.2.5 Duration of Recall Rights: An employee who is laid off will be eligible for recall under 3.2.2, above, for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

4 DISCIPLINE

4.1 Disciplinary Action

4.1.1 Discipline for Just Cause: The Employer shall have the right to discipline, suspend and discharge any employee for just cause.

4.1.2 Notice of Discipline: The Employer shall provide the employee with a written Notice of Discipline, which shall contain all charges and specifications and the penalty. Simultaneously, a copy of the notice shall be sent to the designated Job Steward.
4.1.3 Appeal of Discipline: The procedures set forth in Section 75 and Section 76 of the New York State 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 Union may submit the disciplinary charge(s) to arbitration pursuant to the arbitration procedure set forth in 12.1.6 of this Collective Bargaining Agreement by providing written notice of such election to the Town Supervisor within fifteen calendar days after the employee has been disciplined.

5 HOURS OF WORK

5.1 Work Schedule

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

5.1.2 Workday: The work day shall be eight 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 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 ten-hour days and the workday shall be 6 A.M. - 4:30 P.M., with one-half hour for lunch.

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-hour day worked from first Monday in November until the last Friday in March and a ten-hour day worked from first Saturday in April through the last Saturday in October.

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.

5.1.3 Procedure for Assigning Overtime: 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.

5.2 Meal and Rest Periods

5.2.1 Rest Periods: There shall be a fifteen minute paid morning and afternoon break daily.

5.2.2 Meal Periods: There shall be a thirty minute lunch break between the fourth and fifth hour of work.

(June 1, 2011 - May 31, 2015)
6 COMPENSATION

6.1 Wage Rates

6.1.1 Pay Schedule: Subject to the provisions of this Collective Bargaining Agreement, each employee shall be compensated in accordance with this Article during the term of this Collective Bargaining Agreement and the continuance of such employment. The hourly wage rate for employees shall be based on the 10 Year Salary Grade Schedule. Annual raises shall be based as follows:

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Working Foreman Differential: The Working Foreman will receive an additional ten percent above the rate of pay for the employee on the Grade Schedule.

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.

6.1.2 Signing Bonus: Upon ratification of this Collective Bargaining Agreement, each current employee shall receive a one-time signing bonus of two thousand dollars.

6.2 Premium Pay for Overtime

6.2.1 Overtime Pay: 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 hours per day, ten hours per day and/or forty hours per week. All time worked outside normal scheduled hours shall be considered time and one-half for payroll purposes.

6.2.2 Credit for Paid Leave: Holidays, vacation leave, scheduled sick leave, scheduled personal leave, and jury duty leave will be included as time worked in the computation of overtime. Unscheduled sick leave, unscheduled personal leave, and bereavement leave will not be included as time worked in the computation of overtime.

6.3 Call-In Pay

6.3.1 Compensation: In the event an employee is called in to work for emergency duty which is in addition to and does not attach to the employee’s regular working hours, and the employee actually works less than one hour, the employee will be compensated for three hours pay at one and one-half times the employee’s regular rate of pay.

(June 1, 2011 - May 31, 2015)
6.3.2 Start Time: The pay for an employee who is called out for emergency duty will begin when the employee receives the call, but in no event will the employee be paid for more than thirty minutes before reporting.

6.4 Mileage

6.4.1 Mileage Reimbursement: 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.

6.5 Pay Period

6.5.1 Payday: All employees shall be paid 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.

6.5.2 Direct Deposit: Each employee shall be required to setup a direct deposit account within five calendar days of commencement of his or her employment. All payroll payments shall be distributed through direct deposit, unless otherwise agreed to by the parties in writing.

6.5.3 Statement of Wages and Leave Accruals: 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.

7 WORK ACCOUTERMENTS

7.1 Safety Equipment

7.1.1 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 safety vests. No Employee shall be expected to weld without proper wearing apparel.

7.2 Clothing and Boots

7.2.1 Clothing and Uniforms: The Employer shall provide each employee with five Tee shirts, three sweatshirts, eleven sets of uniforms and two jackets with liners. The Employer shall provide and maintain coveralls, gloves, rain gear, and appropriate Carhart bib coveralls and winter jackets.

7.2.2 Work Boot Allowance: In addition to the above the Employer shall pay each employee up to $200 annually to purchase steel toed work shoes upon presentation of a receipt showing purchase of same.

(June 1, 2011 - May 31, 2015)
8 PAID LEAVE

8.1 Vacations

8.1.1 Allowance: 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:

| Upon hire | 5 days |
| Upon completion of one year of service and each anniversary date thereafter until completion of seven years | 10 days |
| Upon completion of seven years of service and each anniversary date thereafter until completion of eleven years | 15 days |
| Upon completion of eleven years of service and each anniversary date thereafter until completion of twenty years | 20 days |
| Upon completion of twenty years of service and each anniversary date thereafter (only for employees hired before May 1, 2013) | 25 days |

8.1.2 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee’s anniversary date, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.1.3 Accumulation: Vacation leave shall be permitted to be carried over ten days of vacation leave credits into the following year. The amount carried over will be added to the vacation leave credited on an employee’s anniversary date. In addition, employees may sell back one week annually.

8.1.4 Scheduling: Vacation may be used in “half-day” increments. 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. Vacations in the winter months shall be permitted only on written consent of the Town Superintendent of Highways.

8.1.5 Termination of Employment: 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 at the employee’s then current rate of pay, or in the event of death, to his or her beneficiary or estate, as the case may be.

(June 1, 2011 - May 31, 2015)
8.2 Holidays

8.2.1 Designated Holidays: The following days shall be recognized and observed as paid holidays:

- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Eve (half-day)
- Christmas
- New Year’s Eve (half-day)
- New Year’s Day
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day

8.2.2 Floating Holiday: In addition to the designated holidays listed above, an full-time employee will be credited with one floating holiday on January 1st of each year. An employee must receive prior approval from the Superintendent of Highways to take the floating holiday. The floating holiday must be used in whole-day increments. An employee may not accumulate floating holidays. An unused floating holiday remaining at close of business on December 31st will be canceled.

8.2.3 Holiday Occurs on Weekend: Whenever any holidays listed above shall fall on a Saturday, the preceding 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.

8.2.4 Holiday Pay: A regular full-time employee does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay.

8.2.5 Holiday Pay Requirements: 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.

8.2.6 Holiday Pay during Paid Leaves: In the event a designated holiday occurs on an employee’s regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee’s leave credits will not be charged for that day.

8.2.7 Assigned to Work on a Holiday: A regular full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee’s regular rate of pay, plus “holiday pay”. However, an employee who does work on Thanksgiving Day or December 25th will be paid for all hours worked at two times (rather than one and one-half times) the employee’s regular hourly rate.

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.

(June 1, 2011 - May 31, 2015)
8.3 Sick Leave

8.3.1 Allowance: Each employee shall accrue sick leave at the rate of four hours per pay period and a total of thirteen days per year effective January 1st of each year.

8.3.2 Accrual during Leaves of Absence: An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence in excess of twelve days in the calendar month.

8.3.3 Accumulation: Employees may accrue sick days up to a total of 165 eight-hour days for future use (1320 hours). Any sick leave credits in excess of thirteen-hundred and twenty hours will be canceled.

8.3.4 Use of Sick Leave: An employee may use sick leave credits for an illness or injury that inhibits the ability to perform the duties of the employee’s job. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. Except in the event of emergency, sick leave may be used upon two hours notice to the Town Superintendent of Highways.

8.3.5 Disability Leave: 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 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.

8.3.6 Medical Verification: 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.

8.3.7 Family Sick Leave: 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.
8.3.8 **Retirement Credit:** The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement.

8.3.9 **Termination of Employment:** Notwithstanding any other provision of this Article to the contrary, there shall be no reimbursement for the accrual of unused sick time.

8.4 **Personal Leave**

8.4.1 **Allowance (hired before 5-1-2013):** All employees hired before May 1, 2013 who are employed by the Town on December 31st shall be credited with **twenty-eight** hours of personal leave time for the ensuing year.

8.4.2 **Allowance (hired after 5-1-2013):** A regular full-time employee hired after May 1, 2013 will be credited with **twenty-four** hours of paid personal leave on January 1st of each year for use during the following twelve months.

8.4.3 **New Employees:** An employee who is hired after January 1st in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year.

8.4.4 **Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

8.4.5 **Use of Personal Leave:** 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. Personal days may be used upon two hours notice to the Town Superintendent of Highways and will not be unreasonably denied. Personal days may be used in hourly increments.

8.4.6 **Termination of Employment:** Notwithstanding any other provision of this Article to the contrary, there shall be no reimbursement for the accrual of unused personal time.

8.5 **Bereavement Leave**

8.5.1 **Immediate Family:** All employees shall be entitled to five days absence from employment, without loss of pay or leave credits, for a death in the employee’s immediate family. For purposes of bereavement leave, “immediate family member” will mean the following: spouse, child, and parent. Such leave may be taken anytime between date of the death and the day after the memorial service or burial.

(June 1, 2011 - May 31, 2015)
8.5.2 Extended Family: All employees shall be entitled to three days absence from employment, without loss of pay or leave credits, for a death in the employee's extended. For purposes of bereavement leave, "extended family member" will mean the following: mother-in-law/father-in-law and brother/sister. All employees shall be entitled to one day for the death of a grandparent. Such leave may be taken anytime between date of the death and the day after the memorial service or burial.

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

8.6 Volunteer Emergency Services

8.6.1 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.

9 MEDICAL – DENTAL - VISION

9.1 Medical Insurance

9.1.1 Eligibility: The Town will provide for a medical insurance plan, including a dental rider and vision rider, and a prescription drug plan, to each full-time employee and the employee’s eligible family.

9.1.2 Date Coverage Begins: Coverage will begin on the first day of the month following one month of continuous employment.

9.1.3 Insurance Plan: The Town shall participate in the "Select Plan" of the NYS Teamsters Benefit Fund in accordance with signed stipulations for all full-time 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.

9.1.4 Change in Insurance Plans: The Town may change the insurance carrier and/or offer alternative plans in place of the then current plan, provided the alternative plan’s benefit structure and provider network are substantially equivalent to the then current plan.

9.1.5 Premium Payment: For employees hired before May 1, 2013, the Town will pay the full monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be.

For employees hired after May 1, 2013, the Town will pay eighty-five percent of the monthly premium for individual coverage, two-person coverage, or family coverage, as the case may be.
9.1.6 Workers’ Compensation Leave: An employee who is absent from work because of an illness or injury which is compensated pursuant to the provisions of the Workers’ Compensation Law for a period of not more than twelve months shall receive medical and health plan benefits on a non-contributory basis and if in excess of twelve months such employee may receive such benefits upon payment of the monthly premium in advance.

9.2 Medical Insurance Buy-Out

9.2.1 Eligibility: A full-time employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance and prescription drug benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the event an employee is married to another employee of the Town who is eligible for medical insurance, they will not be eligible for this buy-out.

9.2.2 Amount of Buy-Out: Employees hired before May 1, 2013 who opt not to take the insurance from the Town shall be reimbursed one-half of the premium paid by the Town payable annually.

Each year, an eligible employee hired after May 1, 2013 will receive an amount equal to the annual premium co-payment for the employee’s contribution to the alternate medical insurance plan (excluding dental and vision) multiplied by 1.32 plus one thousand dollars. The buy-out is subject to applicable taxes.

For example, if the annual premium co-pay for the alternate plan is $2800, the amount of the buy-out would be $2800 X 1.32 = $3696 + $1000 = $4696.

For another example, if there is no annual premium co-pay for the alternate plan, the amount of the buy-out would be $0 X 1.32 = $0 + $1000 = $1000.

9.2.3 Method of Payment: Partial payment of the buy-out will be made in the employee’s regular paycheck for each pay-period the employee is eligible for the buy-out.

9.2.4 Reinstatement: In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets the eligibility requirements of the insurance plan. An employee may also elect to resume coverage under the medical insurance plan during the annual open enrollment period.

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9.3 Medical Insurance for Retirees

9.3.1 Eligibility: Upon eligibility for and receipt of a pension from New York State Retirement System, an employee shall be entitled to receive medical insurance and prescription drug coverage.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

Such coverage to include the employee's spouse during the employee's lifetime provided the spouse was eligible for coverage under the Town's medical insurance plan on the retiree's last date of employment with the Town and the spouse is not eligible to receive comparable medical insurance coverage under another plan. Upon the death of a retiree, the surviving spouse may continue to receive the deceased retiree's medical insurance and prescription drug benefits, at the sole cost and expense of such spouse upon written notice to the Employer of the election to continue such coverage. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under state and federal law (e.g. COBRA).

9.3.2 Insurance Plan: Except as set forth below, the Town will make available the same medical insurance plan and prescription drug plan as it makes for employees of the Town who are not members of this bargaining unit.

When the retiree or the retiree’s eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, that individual will be enrolled in a Medicare supplemental policy made available through the Town.

9.3.3 Eligibility: For employees hired prior to December 17, 2001, to be eligible for retiree medical insurance coverage, the employee: 1) must be age fifty-five or older; 2) have twenty years of continuous service; 3) must be receiving retirement benefits through the New York State Retirement System; 4) must have been actively employed by the Town on the date of retirement; and, 5) must have been enrolled under the Town's medical insurance plan for at least one year immediately prior to the date of retirement.

For employees hired after December 17, 2001, to be eligible for retiree medical insurance coverage, the employee: 1) must be age fifty-five or older and have twenty-five years of continuous service; or, 2) must be sixty-five years old with twenty years of continuous service.

Further, the retiree: 3) must be receiving retirement benefits through the New York State Retirement System; 4) must have been actively employed by the Town on the date of retirement; and, 5) must have been enrolled under the Town's medical insurance plan for at least one year immediately prior to the date of retirement.

9.3.6 Premiums: The Town will pay the same percentage of the premium that was made at the time of the employee’s retirement.
10 GENERAL PROVISIONS

The following past practices shall continue:

10.1 Maintenance of Equipment: The Town shall ensure all equipment is maintained in proper and safe working order.

10.2 Fresh Water: A water cooler will be provided at work cites, and a water fountain and working refrigerator maintained in the Town Garage.

10.3 Wingmen: 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.

10.4 Meal Allowance: Employees hired before May 1, 2013 who are required to work in excess of twelve hours per day shall receive a ten dollar meal allowance and an eight dollar meal allowance for every four hours worked thereafter.

10.5 CDL Licenses: The Town shall reimburse employees for the cost of their CDL License(s) and any other required licensing.

10.6 Safety Bonus: The Town shall award a three hundred dollar ($300) 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.

11 PAST BENEFITS & PRIVILEGES

11.1 Complete Agreement Clause: This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure, however, the Town recognizes the right of the Union to file an improper practice charge against the Town for a unilateral change in an established term or condition of employment.

The following past benefits and privileges shall continue:

11.2 Lending of Hand Tools: 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 subject to disciplinary action.

11.3 Refrigerator: 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.

11.4 Fresh Water: Bottled water shall be made available in the field.
12 DISPUTE RESOLUTION

13.1 Grievance and Arbitration Procedure

12.1.1 Intent and 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.

12.1.2 Time Limits: 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.

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.

12.1.3 Definition of Grievance: For the purposes of this Collective Bargaining Agreement, a grievance shall mean and refer to a claimed violation, misinterpretation or inequitable application of the expressed provisions of this Collective Bargaining Agreement.

12.1.4 Step One – Formal Grievance: Prior to initiating a formal written grievance, an employee or the Union is encouraged to resolve disputes informally with the Superintendent of Highways or the Town Supervisor, as may be appropriate depending on the nature of the dispute.

A formal grievance shall be presented by the Job Steward or other authorized representative of the Union, with or without the employee aggrieved, to the Town Supervisor no later than fifteen 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.

Each formal grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Collective Bargaining 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.

The Town Supervisor shall meet with the aggrieved party and the representative of the Union and issue a written decision to the grievant and the representative of the Union no later than ten business days following the receipt of the grievance.
12.1.5 **Step Two – Appeal to Town Board**: If the Union is not satisfied with the response, or if no response is received within the required period, the Job Steward or other authorized representative of the Union, may file the grievance with the Town of Athens Town Board within ten calendar days after receipt of the first step decision, or within ten 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 of the Union no later than ten business days following the receipt of the grievance.

12.1.6 **Step Three – Binding Arbitration**: 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 calendar days after receiving the response, or if no response is rendered, within twenty calendar days after the response should have been received, refer the grievance to binding arbitration. The parties will 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).

12.1.7 **Conduct of Arbitration**: The arbitrator shall have the authority to make a final and binding award on the grievance. 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 Collective Bargaining 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 Collective Bargaining Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Collective Bargaining Agreement and shall apply New York Law. The arbitration award must be rendered within thirty calendar days after the close of the hearing, unless otherwise agreed to by the parties in writing.

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 Collective Bargaining Agreement.

12.1.8 **Fees of Arbitrator**: The cost of the services of the arbitrator shall be borne equally by the Employer and the Union.

(June 1, 2011 - May 31, 2015)
13 APPLICATION OF AGREEMENT

13.1 Duration of Agreement

13.1.1 This Collective Bargaining Agreement shall be in force and effect from June 1, 2011 through May 31, 2015; however, any and all changes to the previous collective bargaining agreement will not be effective until May 1, 2013. Terms and conditions shall continue in effect from year to year as provided by the Taylor Law of the State of New York until succeeded by a new Collective Bargaining Agreement or the bargaining unit is decertified.

13.2 Notices

All notices, or other communications required under this Collective Bargaining 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 business day after pickup by USPS, 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

13.3 Savings Clause

13.3.1 Should any of the provisions, portions or applications of this Collective Bargaining Agreement be found to be invalid by any tribunal of competent jurisdiction, then the provisions, portions or applications specified in such decision shall be of no force and effect, but the remainder of this collective bargaining agreement shall continue to be in full force and effect.

13.3.2 Upon the issuance of such decision, the Town and the Union shall negotiate an adjustment in the affected provisions, portions or applications with the intention of effecting the purpose of the provisions, portions or applications.
13.4 Legislative Action

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 APPROVAL.

13.5 Execution of Agreement

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

TOWN OF ATHENS  TEAMSTERS LOCAL 294

Lee Palmateer  John Bulgaro
Town Supervisor  President

Date  Date

Phyllis Dinkelacker  Rocco Losavio
Town Board Member  Business Agent

Date  Date

Michael A. Richardson  
Labor Relations Consultant

Date

(June 1, 2011 - May 31, 2015)