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CONTRACT

BETWEEN

TOWN OF HARTFORD

AND

TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET
ALBANY, NEW YORK

1/1/14 - 12/31/16
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ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

A. Town of Hartford, hereinafter known as the Employer, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Town of Hartford Highway Department, which will enhance the working program of the Town of Hartford Highway Department and with the intent of providing an orderly means of settlement of differences, promptly and fairly as they arise.

B. To assure equitable treatment of its Employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies of the Employer, which laws, rules, and regulations and policies shall be construed for the accomplishment of this purpose.

C. Hereby agrees to recognize Teamsters Local 294, I.B.T located at 890 Third Street, Albany, NY as the sole and exclusive bargaining representative of:

All full-time employees of the Highway Department, and excluding all others, with regard to rates of pay, wages, hours, and working conditions or employment, subject to the annual budget vote approving said terms and conditions as are negotiated between the parties.

D. Provided, however, that nothing herein shall be construed to prevent any employee from meeting with the Employer in connection with matters relating to their employment as long as:

1. The Union is informed of such meeting.
2. The Union is afforded the opportunity to attend.
3. The meetings are not established at the request of an individual employee.
4. Any changes or modifications in the terms or conditions of employment of said employee are made only through negotiations with approval of the Union.

E. Nothing herein shall restrict the Highway Superintendent, part-time or temporary help from working as a supplement to the work force, but not as a replacement to any full-time bargaining unit member.

F. THIS AGREEMENT entered into this 10th day of April between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Hartford, Hartford, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2014 to December 31, 2016.
ARTICLE II UNION SECURITY

A Agency Shop and Check-off of Dues: Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union, or, if such employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative. The Town agrees to deduct and remit such dues or fees to the Union from the employee's paycheck and submit to the Union on a monthly basis.

B Maximum union security: In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this agreement, the parties hereto agree to negotiate concerning amendments to this agreement in accordance with said changes.

C Stewards: The Employer recognizes the right of the Union to designate one job steward from the Employer's seniority list. The authority of said steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

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

3. The job steward shall be granted super-seniority for layoff and rehire provided he is qualified. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.

4. No steward shall be engaged upon Union business during the time when he is assigned to a regularly scheduled bargaining unit job.

5. The Job Steward designated by the Union as such shall be given a total of actual time per day, if necessary, with twenty four (24) hours advance notice of when and where possible to process employee's grievance.

6. The Union shall notify the Employer in writing, of the employee designated by the Union as Job Steward.
ARTICLE III  GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING
SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF
STANDARDS

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment. Employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the Town of Hartford. This language will not prevent management from hiring outside the bargaining unit in unique and unusual circumstances.

B. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit
3. Employees that have not completed the six (6) month Probationary Period, may be terminated for any or no reason without recourse under this agreement.

C. Layoff and Recall

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

2. In the event of a recall, the laid-off employee shall be given notice or recall in person, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.

3. Employees who willfully fail to return to work after ten (10) days following a leave of absence will lose all prior seniority.

D. Maintenance of standards

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
1a. All Full-Time Highway Department Employees will be provided with uniforms. Employees will be required to wear these uniforms during working hours only. Employees shall not wear uniforms while off duty unless traveling to or from work. Upon leaving the employment of the Town employees must return all uniforms within 7 days, to receive final payment of any monies due. Payment will be held up until the uniforms are returned. If not returned within 14 days the cost will be taken out of any monies owed the employee. If there is not enough money owed, the employee will be billed for the difference.

1b. If the Town decides not to provide uniforms for the Highway employee's the Town agrees to provide upon verification and receipt of up to $450.00 per year in the form of a work clothing allowance. The Town agrees to provide up to $225.00 between January 1, and June 30 of each year and up to $225.00 between July 1 and December 31 of each year. Each summer the Town shall provide 4 short sleeve tee shirts for each employee.

2. Safety Boot Allowance - Upon verification and receipt of each full-time employee will receive reimbursement of up to maximum of $150 for steel toed work boots each year of the agreement.

ARTICLE IV PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge. Any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

ARTICLE V RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining during the period of sixty (60) days prior to September 15 of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE VI SEPARATION FROM EMPLOYMENT

A. Upon discharge, the Employer shall pay all money due the employee, including any vacation or unused personal days on the pay day in the pay period next following such termination. Upon quitting, with a two week notice, the Employer shall pay all money due to the employee on the pay day in the pay period next following such quitting. Accrued vacation and personal days have been established here under shall be included in such payments.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear accepted, or pay the fair and reasonable value thereof before last pay day.

ARTICLE VII EQUIPMENT

A. Defective Equipment

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition nor equipment without the required safety appliance prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.
2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulations relating to safety of person or equipment.

B. Reports

Employees shall immediately, or at the end of their shifts, report to the Superintendent, his designee or the Town Supervisor in that order if the Superintendent is not available all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition, unless such equipment has been inspected by a competent mechanic and the defect repaired, or declared not to exist by a competent mechanic.

C. Vehicle and Traffic Law Violations

Employer agrees to reimburse employees for payment of fines levied against an employee as a result of defective equipment in or on an Employer's vehicle being operated by the employee. Each driver shall be required to inspect his vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual. Employer shall not be liable for any fine imposed for defective equipment in the event employee does not make such inspection.

ARTICLE VIII PAY PERIOD

All employees covered hereunder shall be paid in full by the Friday following the end of each pay period. The pay period will be every two weeks.

ARTICLE IX JOB DUTIES AND CLASSIFICATIONS

A. An employee in one job classification may be used in another job classification or division only if no work opportunities are lost by men normally performing work in that job classification or division to which he is transferred.

B. Highway Worker Class

Motor Equipment Operators

An employee assigned work out of his regular job classification shall not be responsible for damage caused as a result of his lack of knowledge in performing any assigned duties, provided such damage does not result from a willful destructive act.

C. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of a professional mechanic.
ARTICLE X  VACATIONS – The allotment of Vacation Time will commence on each full time employee’s anniversary date.

A. Employees shall receive paid vacations as follows:

   After one year of continuous service, 1 week (40 hours with pay).
   After three years of continuous service, 2 weeks (80 hours with pay).
   After five years of continuous service, 3 weeks (120 hours with pay).
   After 10 years of continuous service, 4 weeks (160 hours with pay).
   After 20 years of continuous service, 5 weeks (200 hours with pay).

B. Vacation leave shall not normally be carried over to the following anniversary year, but may be allowed with the approval of the Highway Superintendent. Vacation leave shall be granted when, in the opinion of the appointing authority, it may be convenient to the conduct of departmental business.

C. Employees who are separated from the service and who have accrued vacation leave to their credit, shall be paid the salary equivalent to the accrued vacation leave.

D. Vacation time may be used in not less than 1-hour increments.

E. Vacation time in excess of 3 days per work week will be allowed between the months of April through October must be scheduled at least one week in advance. Vacation time of less than 3 days will require a 24 hour notice.

ARTICLE XI  HOLIDAYS

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

   New Years Day - January 1st.
   Martin Luther King Day - 3rd Monday in January
   Presidents Day - 3rd Monday in February
   Memorial Day - Last Monday in May
   Independence Day - July 4th
   Labor Day - 1st Monday in September
   Columbus Day - 1st Monday in October
   Veterans Day - November 11th.
   Thanksgiving Day - 3rd Thursday in November
   Christmas Day - December 25th

A. When any of the listed Holidays fall on a Saturday, it will be observed on the preceding Friday. When any of the listed Holidays fall on a Sunday it will be observed on the following Monday.

B. Holidays observed during the 5 day 8 hour workweek will be paid at 8 hours. Holidays observed during the 4 day 10 hour workweek will be paid at 10 hours.
C. Employee required to work on the day of observance of any of the listed holidays will be paid, the normal holiday pay 8 or 10 hours depending on the current workweek schedule, plus time and one half for the total hours worked.

ARTICLE XII  SICK LEAVE – Allotment of Sick Leave will commence on January 1, of each year accumulating at 8 hours per month on the first day of each month.

All employees covered hereunder shall be entitled to a maximum of 96 hours per year absence with pay chargeable to sick leave, when such absence is incurred on account of the illness or other disability of the employee or a member of the employee's immediate family. An employee may accumulate no more than 384 hours of sick leave. A doctor's certificate of physical fitness may be required after absence of five (5) days per month or more due to personal illness or illness of a relative. The employee or a member of his family shall notify his immediate supervisor at least one hour prior to starting time.

ARTICLE XIII  PERSONAL LEAVE - The allotment of Personal Leave will commence on January 1, of each year.

All employees covered hereby shall be entitled to 40 hours of personal leave with pay to be granted upon request to the Superintendent of Highways. Each employee will endeavor to make said request upon reasonable notice, and in any case at least twenty-four (24) hours in advance if possible. Such personal leave is not to be deducted from sick leave or vacation pay. New employees will accumulate 8 hrs every three months.

1. Personal Leave may not be used in less than 1 hour increments.

ARTICLE XIV  BEREAVEMENT LEAVE

1. All employees shall be entitled up to five (5) consecutive days absence from employment with pay, commencing with the date of death, for death in the family; i.e. parents or step-parents of husband and or wife, children, to include step-children and spouse.

2. All Employees shall be entitled up to three (3) consecutive days of absence from employment with pay, commencing with the date of death, for death in the family: i.e. siblings to include brother and sister in law, daughter in law, son in law, grandparent or grandchild.

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

Consecutive days shall only be consecutive work days (cannot jump from Friday to Monday to count as consecutive)

ARTICLE XV  MEALS, ALLOWANCE AND LODGING EXPENSES

A. Employees required to work extra duty shall be allowed adequate time while remaining under work assignment, for meals. In the case of supper, after four (4) hours of overtime employees shall be allowed a half (1/2) hour paid leave for supper during overtime, and after 5:00 P.M. only.

B. Whenever possible, coffee breaks shall be:

15 minutes in morning at the work site.
15 minutes in afternoon at the work site.
ARTICLE XVI  PENSION PLAN

Employer shall maintain the present NY State Pension Plan.

ARTICLE XVII  HEALTH INSURANCE

The Employer shall make available the present insurance coverage and shall make available to all full time permanent employees and their dependents covered by this agreement Health and Major Medical, Prescription, Dental and Vision Insurance and shall pay 75% of the Premium cost of said insurance for all full-time employees. The remaining 25% will be paid by the employee. In the event the Town desires to change the present coverage, they will meet with the Bargaining Unit members to discuss and receive input from each other on what the best solution for Health Insurance Coverage is, with both sides keeping in mind cost and the level of benefits.

ARTICLE XVIII  WORK DAY AND WORK WEEK

The work week shall be Monday through Friday.

The workday shall be eight (8) consecutive hours, Monday through Friday, 6 am to 2:30 pm, with ½ hour unpaid lunch break. At the discretion of the Highway Superintendent a 4 day, 10 hours per day schedule may be implemented. This schedule will run from 6am to 4:30pm with a ½ hour unpaid lunch break. The Superintendent shall give the full time employees at least a 72hr notice prior to any workweek change over.

1. Employees required to work in excess of 40 hours in a week will be paid at time and one half. (Holidays and Vacation will be considered time worked for the purpose of calculating overtime.)

2. Employees called to work before or after the normal starting or quitting times will be paid a minimum of 2 hours at time and one half.

3. The Highway time clock is the official clock of the Town. In the event that the time clock is not functioning, the Superintendent, his designee, or the Town Supervisor shall keep a manual time ledger.

ARTICLE XIX  WAGES

Effective as of January 1, 2014, the wage rate in all classifications shall be $17.18 per hour. Effective as of January 1, 2015, the wage rate in all classifications shall be $17.35 per hour. Effective as of January 1, 2016, the wage rate in all classifications shall be $17.52 per hour.

1. New Full-time - employees will be paid at 90% of the wages being paid to the regular Full-time Highway Department Employees for their first 6 months of employment. After completing 6 months of employment they will be paid 100% of the regular full-time wage.
2. Deputy Highway Superintendent/Working foreman will be paid a stipend of $0.45 per hour worked.
ARTICLE XX  WORKMEN'S COMPENSATION PAYMENT

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workman's Compensation payments shall be compensated in the following manner:

Any payment received as Workman's Compensation benefits for absence for which the employee also received full sick leave will be returned to the Town as long as the employee receives full salary. The employee shall be entitled to retain any Workman's Compensation benefits for any period for which sick leave pay is not paid or payable.

ARTICLE XXI  DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2014 to December 31, 2016 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof or any subsequent anniversary date.

This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE XXII  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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII  GRIEVANCE PROCEDURE

(This Grievance Procedure replaces Article 75 and Article 76 of New York State Civil Service Law in its entirety. It will be the only means available under this Collective Bargaining Agreement to resolve disputes, contract grievances or discipline, that cannot be settled informally.

BASIC PRINCIPLES:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.

3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.

4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him in the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.

7. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

PROCEDURES

An employee of the Town of Hartford Highway Department who has a grievance shall follow the procedure as outlined below:

STEP 1 INFORMAL STAGE: Employees having a grievance and said employee’s job steward shall orally present such grievance within a twenty four (24) hour period of said occurrence to the Highway Superintendent, his designee, or the Town Supervisor in that order if the Superintendent is not available. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

STEP 2 FORMAL STAGE: (A) Within ten (10) days after the oral determination or the lack thereof has been rendered pursuant to Step 1, an aggrieved employee and the Union’s Steward may appeal such decision to the Town Board of the Town of Hartford. Such appeal must be in writing, and a hearing on said appeal shall be held by the Town Board within ten (10) business days Unless mutually agreed to give the Town Board longer to convene such meeting.

(B) Within five (5) working days after the Town Board shall notify the grievant and the steward of their decision.

STEP 3 If the Union objects to the decision rendered by the Town Board of the Town of Hartford, they may, within five (5) days from the receipt of such decision, submit the grievance or grievance at issue to the Public Employees Relations Board pursuant to said Agency’s Rules and Regulations for voluntary submission of controversies to final and binding arbitration. The resulting decision or decisions of the Arbitrator selected shall be final and binding. The cost of these proceedings will be equally divided between the Employer and the Union.
THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

DATED 16 APRIL 2013

TOWN OF HARTFORD
HARTFORD, NEW YORK

BY Dana Haff

Dana Haff, Town Supervisor

TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD
OF TEAMSTERS
890 THIRD STREET
ALBANY, NEW YORK 12206

BY John Bulger

John Bulger, President

BY Thomas Quackenbush

Thomas Quackenbush, Business Agent
SCHEDULE A DISCIPLINE

All full-time employees must be given at least one written warning for a particular incident before they can be suspended or terminated, unless the infraction falls under the items listed below.

The following items are considered severe infractions and may constitute immediate action by the Employer and do not require a previous warning of any kind. These infractions may include suspension up to and including discharge.

Fighting while on duty.

Failure to follow a reasonable direction or order of the department head.

Willful Destruction or theft of property, tools or equipment belonging to either the Town or another employee.

Willful falsification of or making any material change in any town record.

Unauthorized use and/or removal of town property.

Unauthorized possession of firearms, weapons or explosives.

The unlawful possession, distribution or manufacturing of a controlled substance on Town Property.

Personal use of Town Materials, tools or equipment without permission.

Being under the influence of illegal drugs, drugs that impair the ability to run machinery or alcohol while physically performing work for the Town. Employees must notify their Superintendent of any drugs they are taking that may impair their ability to run machinery, prior to working.

Unauthorized sleeping during working hours.

Failure to promptly report personal injury to the Highway Superintendent.

Smoking in prohibited areas

Foul language, profanity, swearing and sexually explicit language to any fellow employee or member of the public while on duty.

Lying or giving any false or misleading information in the performance of their official duty

Sexual or any unlawful harassment of any employee

Warning notices will remain in place for a period of 6 months. After 6 months the notice can no longer be used against the employee for the purpose of discipline.

All steps of discipline will be subject to the Grievance Procedure.