



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

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

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

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

Or contact us:

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

Contract Database Metadata Elements

Title: **Barker, Town of and Town of Barker Highway Department Full-Time Non-Supervisory Employees Unit, International Brotherhood of Teamsters (IBT), Local 693 (2014)**

Employer Name: **Barker, Town of**

Union: **Town of Barker Highway Department Full-Time Non-Supervisory Employees Unit, International Brotherhood of Teamsters (IBT)**

Local: **693**

Effective Date: **01/01/2014**

Expiration Date: **12/31/2015**

PERB ID Number: **8803**

Unit Size:

Number of Pages: **16**

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

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

COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF BARKER

and the

TEAMSTERS LOCAL 693

January 1, 2014 – December 31, 2015

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE & RECOGNITION	1
ARTICLE 2 NO DISCRIMINATION - NO STRIKE	1
ARTICLE 3 UNION SECURITY	1
ARTICLE 4 INSPECTION PRIVILEGES	2
ARTICLE 5 MANAGEMENT RIGHTS	2
ARTICLE 6 STEWARDS	2
ARTICLE 7 SENIORITY	3
ARTICLE 8 GRIEVANCE PROCEDURES	3
ARTICLE 9 DISCIPLINARY PROCEDURES	4
ARTICLE 10 HOURS OF WORK AND OVERTIME	5
ARTICLE 11 COMPENSATION	5
ARTICLE 12 HOLIDAYS	7
ARTICLE 13 VACATIONS	8
ARTICLE 14 HEALTH INSURANCE	8
ARTICLE 15 SICK LEAVE	9
ARTICLE 16 DISABLED EMPLOYEES	10
ARTICLE 17 PERSONAL LEAVE	10
ARTICLE 18 BEREAVEMENT LEAVE	10
ARTICLE 19 LEAVE OF ABSENCE	11
ARTICLE 20 FAMILY AND MEDICAL LEAVE	11

ARTICLE 21 VETERANS AND MILITARY RIGHTS	11
ARTICLE 22 UNION MAILING ADDRESS	11
ARTICLE 23 PROTECTIVE DEVICES	11
ARTICLE 24 JURY DUTY	11
ARTICLE 25 TRAFFIC FINES	12
ARTICLE 26 COMMERCIAL DRIVER'S LICENSE	12
ARTICLE 27 TERMS OF AGREEMENT	12

Article 1 Preamble & Recognition

1.1 Parties to Agreement: This is a Collective Bargaining Agreement entered into by and between the Town of Barker, hereinafter referred to as the "Town" and/or the "Employer", and Teamsters Local 693, hereinafter referred to as the "Union", under Article 14 of the Public Employment Relations Act of the State of New York.

1.2 Purpose and Intent: The general purpose of this Collective Bargaining Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Town, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Town's success in establishing a proper service to the community. To these ends, the Town and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3 Recognition Clause: The Town of Barker hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Collective Bargaining Agreement for all the full-time, non-supervisory Town Highway Department Motor Equipment Operators, Heavy Motor Equipment Operators, mechanic, including Highway Deputy.

All other Highway Department Employees, including all casual, seasonal, temporary, and substitute employees are excluded from this Collective Bargaining Agreement.

Article 2 No Discrimination - No Strike

2.1 No Discrimination: The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the employees within the Unit, whether members of the Union, or not.

2.2 No Strike: The Union agrees as a condition of recognition given by the Town, not to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

2.3 No Lockout: The Employer agrees that there shall be no lockout of employees during the term of this Collective Bargaining Agreement.

Article 3 Union Security

3.1 Union Membership: Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.

3.2 Dues/Fees: The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) at the full rate per month or as certified in writing by the Union and for Agency Fees at 100% of the current union dues. That amount will be deducted from the ~~first~~ employee's paycheck each month and remitted to the Union as long as a signed union due's payroll deduction authorization is in effect and has not been revoked.

The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions.

3.3 Agency Shop: Non-union members shall be required to pay an Agency Fee as stated in 3.2.

3.4 Bulletin Board: The Employer agrees to allow a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

3.5 Other Agreements: The Employer agrees not to enter into any agreement or contract with employees recognized by this Collective Bargaining Agreement, individually or collectively, which in any way conflicts with the terms and conditions of this Collective Bargaining Agreement. Any such agreement shall be null and void.

3.6 Superintendent Doing Work: The Highway Superintendent shall not do bargaining unit work unless all the other employees are called.

The Highway Superintendent shall not interfere with regular employees who are eligible to receive overtime for more than two hours per required incident, unless those eligible employees have been given the opportunity to work those additional hours.

Article 4 Inspection Privileges

4.1 Teamster Representatives: Authorized agents of the Union shall have access to the Highway Garage with the approval of the Highway Superintendent for the purpose of adjusting disputes, investigating work conditions, collection of initiation fees and dues, and ascertaining that the Collective Bargaining Agreement is being adhered to. This is to be done with the prior approval of the Town Highway Superintendent.

Article 5 Management Rights

5.1 Management Rights Clause: Union recognizes the rights of the Employer to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America; to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means, and personnel by which its operations are to be conducted; the right to direct its employees, determine the number of employees it will employ; the right to hire, suspend, discharge, discipline (for just cause), promote, demote or transfer, to maintain discipline and efficiency of employees; to determine the contents of job classifications; to take all necessary action and to carry out its mission in emergencies; and, to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Town are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town. Any and all rights, powers and authority the Town had prior to entering into this Collective Bargaining Agreement are retained by the Town except as expressly and specifically abridged, delegated, granted, or modified by the Collective Bargaining Agreement.

Article 6 Stewards

6.1 Designation: The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward.

6.2 Authorized Duties and Activities: The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the steward will be paid by the Employer for time spent on these duties or activities during working hours: a) the investigation and presentation of grievances in accordance with the grievance article (Article 8); b) posting notices; and, c) negotiations and conferences with the Employer.

Article 7 Seniority

7.1 Probationary Period: A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures (except for discharge or discipline for union activity), up to the time the employee has been placed on the seniority list (after working six calendar months) during which time the employee will be considered a probationary employee. By recommendation of the Highway Superintendent and agreement with the Union, probation may be extended up to three additional months.

7.2 Seniority List: After working the probation period, a new employee hired in this unit full-time shall be placed on the seniority list as of the employee's first day of full-time employment in the unit with the Town.

7.3 Layoff Procedure: In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority, provided the senior employee is qualified to replace the laid off employee.

7.4 Notice of Layoff: Employees to be laid off shall be given fourteen calendar days notice of layoff.

7.5 Recall: When the workforce is increased after a layoff, employees shall be recalled based upon their previous seniority with the Employer prior to layoff. Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within ten calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

Call back of employees shall be by seniority, as long as all qualifications for the job are equal. An employee to be considered available must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

No new employees shall be hired until all employees on layoff status have first been given the opportunity to return to work per the provisions of this Article.

Article 8 Grievance Procedures

8.1 Definition of Grievance: In the event that any difference, dispute, or controversy should arise between the Union, or an employee, and the Employer over the application and interpretation of the terms of this Collective Bargaining Agreement or work conditions, there shall be no work slow-down or work stoppage prior to the resolution of the difference or dispute. An earnest effort will be made to settle such differences immediately and in the following manner:

8.2 Informal Discussion: An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee.

8.3 Formal Grievance Procedure: A grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten work days of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred. The grievance must specify the nature of the grievance, including the section of the Collective Bargaining Agreement that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Step One - Superintendent of Highways: The Union may file a formal complaint on behalf of an aggrieved employee(s). Formal grievances will be filed with the Superintendent of Highways. Within five workdays of receipt of the grievance, the Superintendent will meet the grievant and/or the steward at which time they will discuss the complaint. Within five workdays after the meeting, the Superintendent will render a written decision to the Union Steward and the grievant(s).

Step Two - Appeal to Town Supervisor: If the answer in Step One is unsatisfactory to the Union, the Union Business Agent may submit the grievance, within ten workdays from receiving the Step One response, or when the response should have been received, by serving written notice to the Town Supervisor by personal service or registered mail. The Town Supervisor, or designees, will hold a meeting within ten workdays of receipt of the written notice at which time the grievant and/or the Union's Business Agent will discuss the complaint. A written decision will be rendered by the Town Supervisor, or designee, within five workdays after the hearing, which will be given to the Union Business Agent. Times may be extended by mutual agreement.

Step Three - Binding Arbitration: If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Two response or when the Step Two response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

Article 9 Disciplinary Procedures

9.1 Discipline for Just Cause: The Employer may discipline and/or terminate the employment of any employee for just cause. Just cause shall include, but is not limited to, theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, insubordination, use of alcohol or intoxicants while working, use of controlled substances unless prescribed by a physician. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause. If an employee is discharged for cause, due process begins with the Town Supervisor, or designee.

9.2 Probationary Period: Any disciplinary action or discharge made within the probationary period, as specified in Article 7 of this Collective Bargaining Agreement, will not be subject to question by the Union or employee or made the subject of a grievance or arbitration.

9.3 Notice of Discipline: In case of a discharge, the Town will notify the Business Agent of the Union, who shall have the right to investigate.

9.4 Disciplinary Hearing: In case of a discharge, notice by the Union must be given to the Town Supervisor within five working days after discharge. A hearing is to be held within five working days after the receipt of the Notice of Discipline. A written decision from the Town Supervisor, or designee, is to be sent within five working days after the hearing to the employee and the Union.

9.5 Appeal of Disciplinary Action: If the Union disagrees with disciplinary action taken against an employee, the Union may appeal the matter beginning at Step Two of the Grievance Procedure. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. This procedure shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

Article 10 Hours of Work and Overtime

10.1 Workday/Workweek: The regular workweek shall consist of forty hours as follows:

Winter	Monday - Friday	6 to 2:30	5 days per week
Summer	Monday – Thursday	6 to 4:30	4 days per week

When to change hours is at the discretion of the Highway Superintendent.

10.2 Daily Records: The Superintendent of Highways shall maintain and make available to employees, at reasonable times and reasonable intervals, a daily record showing time worked.

10.3 Rest Breaks: Work schedules shall provide for a 15-minute break in the morning on an 8-hour day and an additional 10-minute break in the afternoon on a 10-hour day.

10.4 Call-In Pay: An employee called for emergency duty in addition to the employee's regular working hours shall not receive less than three hours call-in pay at time and one half the employee's regular rate of pay. As long as it does not lead into the regular working day. The employee, upon completion of the reason for the call-in shall be allowed to go home. If the emergency duty leads into the regular working day or is immediately after the regular working day, the 3-hour call-in does not apply.

10.5 Compensation for Overtime: Overtime will be paid at time and one-half the regular rate of pay for all hours worked over 40 hours in a given workweek. Employees shall not be sent home prior to the completion of 8/10 hour days. (This procedure is not to be construed to allow split shifts).

10.6 Requirement/Approval: Overtime concerning members of Teamsters Local 693 and the Town: a) The Town of Barker cannot place Union employees on 24 hr. call; b) Overtime shall be voluntary except in the cases of declared emergency. (Emergency are defined as severe weather conditions, snow, rain, wind, ice, etc. requiring prompt action for public safety.)

10.7 Time for the Purposes of Calculating Overtime: Vacations, sick time, holiday time, bereavement and personal time will be considered as time worked for overtime.

Article 11 Compensation

11.1 Pay Schedule: The pay schedule for eligible employees shall be as follows for the period January 1, 2014 through December 31, 2015, which reflects a two percent increase on January 1, 2014 and a two percent increase on January 1, 2015.

	2014	2015
MEO	\$18.76	\$19.13

Deputy Superintendent Differential: The Deputy Superintendent will receive as compensation for the performance of duties, an additional sum of twenty-five cents (\$.25) per hour.

11.2 Longevity: Longevity is to be paid on all hours paid. (Longevity pay will be treated in accordance with Title 29, Part 778 of the Federal Regulations, and specifically sections 778.207 through 778.209.)

There will be a cap at 30 years for employees hired before January 1, 2010 and 20 years for new hires.

The longevity bonus will be paid the last paycheck in June in a separate check.

Years of Service	Total
5	\$104.00
6	\$124.80
7	\$145.60
8	\$166.40
9	\$187.20
10	\$208.00
11	\$228.80
12	\$249.60
13	\$270.40
14	\$291.20
15	\$312.00
16	\$332.80
17	\$353.60
18	\$374.40
19	\$395.20
20	\$416.00
21	\$436.80
22	\$457.60
23	\$478.40
24	\$499.20
25	\$520.00
26	\$540.80
27	\$561.60
28	\$582.40
29	\$603.20
30	\$624.00

11.3 Payroll Period: Paydays will be bi-weekly.

11.4 Payroll Deductions: Full-time employees under this Bargaining Unit can elect to have payroll deductions.

11.5 Benefit Time: The amount of benefit time that an employee has remaining is to be on a separate sheet of paper given quarterly or on request.

Article 12 Holidays

12.1 Designated Holidays: Permanent full-time unit employees shall be entitled to the following holidays plus three floating holidays. Floating holidays are taken at the employee's discretion.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Election Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

12.2 Holiday Pay (not assigned to work): An active full-time employee who does not work on a designated holiday will be paid for the day at the employee's regular daily rate of pay. The regular daily rate of pay for a "floating holiday" shall be for eight hours regardless of what day in the year it is taken.

12.3 Holiday Pay (assigned to work): An employee assigned to work on Thanksgiving Day or Christmas Day will be paid for all hours worked at two times the employee's regular rate of pay plus "holiday pay". All work required to be performed on any other of the above listed holidays shall be compensated at time and one-half the employee's regular rate of pay in addition to regular "holiday pay" for that day. "Holiday pay" for a "floating holiday" shall be for eight hours regardless of what day in the year it is taken.

12.4 Holiday Occurs on a Weekend: If a holiday falls on Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls on a Saturday, then the preceding Friday shall be a paid holiday.

12.5 Holiday Pay During Paid Leaves: If a holiday falls within an employees vacation period, that day shall not be charged as vacation.

12.6 Holiday Pay Requirements: Employees that abuse the holiday benefit or practice taking the day before or after off on sick time shall be required to furnish a Doctor's certificate in order to be paid for the holiday.

Article 13 Vacations

13.1 **Allowance:** Each employee will be granted vacations as follows:

Years	Days	Hours
1	5	40
2	10	80
4	11	88
6	12	96
8	13	104
10	15	120
12	16	128
15	17	136
17	18	144
20	19	152
23	20	160
24	21	168

13.2 **Date Credited:** An employee will be credited on the employee's anniversary date for the vacation leave earned in the previous year.

13.3 **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, **excluding** an unpaid leave of absence due to a Workers' Compensation claim, 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%.

13.4 **Accumulation:** Ten days (80 hours) of vacation can be carried over.

13.5 **Termination of Employment:** All accrued vacation will be paid for on separation from employment to the employee or to the employee's estate upon the employee's death. If employment is terminated by either the Employer or employee, accrued vacation shall be paid to the employee. In the event an employee is convicted of a crime in a court of Law where the Town is deemed to be the victim, the employee will lose accrued and unused benefits.

Article 14 Health Insurance

14.1 **Insurance Plan:** The Town will make available major medical, hospital, surgical and prescription drug insurance – with a dental and vision riders - to each employee and the employee's eligible family.

On January 1, 2012 and each year thereafter under the "high deductible plan", the Town will fund in full the "Health Savings Account" (HSA) for each enrolled employee to cover the annual deductible for an individual plan, two-person plan, or family plan, as the case may be.

14.2 **Eligibility:** Coverage will begin on the first day of the month following the month in which the employee commences employment, provided the employee meets all eligibility requirements of the insurance plan.

14.3 Premiums: For employees hired before January 1, 2012, the Town will pay the full premium for individual, two-person, or family coverage, as the case may be.

For employees hired on or after January 1, 2014, the employee will pay 20% of the cost of the individual, two-person, or family insurance premium, as the case may be. The Town will pay 80% of the cost of individual, two-person, or family insurance premium. The employee's 20% will be deducted from the employee's regular paycheck. The employee may elect not to have such deduction made on a pre-tax basis.

14.4 Continuation of Medical Insurance during Workers' Compensation Leave: The Town will continue medical insurance coverage for an employee who is on an approved lost-time claim for up to **twenty-six weeks**. Thereafter, an employee who is absent due to a Workers' Compensation illness or injury and is continuing to draw on accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year.

14.5 Continuation of Medical Insurance during Short-Term Disability Leave: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan and is continuing to draw on accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year.

14.6 Medical Insurance for Retired Employees: Retirees may continue their present health insurance. The full expense is to be paid by the retiree. This is subject to the acceptability of the insurance carrier.

Article 15 Sick Leave

15.1 Allowance (monthly accrual): Each employee will be entitled to sick leave in the amount of eight hours per month.

15.2 Accumulation: Sick days may be accumulated as follows: 1) 1320 hours (165 days) (as permitted by N.Y.S.) may be applied under the 41-j program; or, 2) at retirement if the employee does not opt to use the 41-j program, the Town will reimburse him/her up to a maximum of 400 hours.

An employee hired on or after January 1, 2014 will not be eligible for reimbursement of any unused sick leave credits upon retirement and will only be allowed to apply unused sick leave credits to Section 41-j of the NYS Retirement and Social Security Law.

15.3 Use of Sick Leave: Sick time is to be used for sickness, medical and dental appointments, or to extend bereavement leave. Sick time may be taken in hourly increments.

15.4 Return to Work: After five or more consecutive days of absence, and after a serious injury or sickness, the Town may require medical verification signed by a doctor stating that the employee is capable of resuming duties, without restrictions, before the employee will be allowed back to work.

15.5 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. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit.

15.6 Termination of Employment: Retirees refer to 15.2, above. An employee who resigns or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

Article 16 Disabled Employees

16.1 Workers' Compensation: Employer shall maintain appropriate statutory Workers' Compensation coverage. Should an employee have accumulated sick leave, personal days or vacation time, the employee may choose to use accumulated sick leave, personal days or vacation time to supplement Workers' Compensation benefits to keep the employee at full pay while out on Workers Compensation. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick, vacation, and/or personal leave covered by insurance and the employee will be re-credited with the proportional amount of sick, vacation, and/or personal leave.

16.2 Short-Term Disability PaymentsCoverage: The Town will continue to carry short-term Disability Insurance for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

Article 17 Personal Leave

17.1 Allowance: Each employee shall be entitled to twenty-four hours personal time per year.

17.2 Date Credited: An employee will be credited on the first day of January of each year.

17.3 New Employees: An employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

17.4 Scheduling: Personal time may be used in hourly increments.

17.5 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.

17.6 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused personal leave. In the event of a death of an employee, accumulated personal leave will be paid to the employee's estate at the regular rate of pay.

Article 18 Bereavement Leave

18.1 Immediate Family: Three full days with pay will be granted for a death in the immediate family of the employee. "Immediate family member" to be defined as:

- Spouse or domestic partner
- Parent (including step)
- Spouse's Parent
- Grandchild
- Child (including step, foster)
- Sibling
- Grandparent
- Spouse's Grandparent

18.2 Extended Family: One full day with pay will be granted for a death of an aunt, uncle, sister-in-law, and brother-in-law for attendance at a memorial or funeral service.

18.3 Use of Other Leave: Bereavement leave may be extended with sick time or personal time if needed.

18.4 Delayed Services due to Weather: One day of bereavement leave may be held for interment or memorial service at a later date.

Article 19 Leave of Absence

19.1 General Terms: Leaves of absence from the bargaining unit may be granted at the sole discretion of the Town Board for not more than six months and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit.

19.2 Request for Unpaid Leave: Application for leaves of absence must be in writing to the Superintendent of Highways, two weeks in advance, and the granting of such leaves of absence must be in writing.

Article 20 Family and Medical Leave

20.1 General Terms: The Employer shall provide eligible employees with all rights granted under the Family and Medical Leave Act (FMLA) which are not otherwise covered by provisions in this Collective Bargaining Agreement. All accrued paid sick leave will be part of the allowed twelve week period for personal illness. Accrued paid vacation and personal leave will be substituted for a portion of the FMLA leave at the employee's option.

Article 21 Veterans and Military Rights

21.1 All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or re-employment rights.

Article 22 Union Mailing Address

22.1 The mailing address for the Union shall be: 41 Howard Avenue, Binghamton, New York 13904 or as otherwise designated in writing by the Union and the Employer.

Article 23 Protective Devices

23.1 Protective Devices: The Employer shall provide safety equipment as required by Federal or New York State Law. The following minimum equipment must be provided: 1) Eye wash station; 2) Masks; 3) First Aid Station; and, 4) Eye and Hearing protection.

23.2 Unsafe Vehicles: No employee is to drive a vehicle that the driver or mechanic deem unsafe until it is repaired.

23.3 Clothing/Boot Allowance: A clothing allowance/shoes of \$300 per year shall be provided. This is to be paid at the beginning of the year in a separate check.

Article 24 Jury Duty

24.1 Federal Jury Duty: A full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid the difference between his daily job rate and his pay for jury duty.

24.2 State or Local Jury Duty: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

24.3 Notification of Jury Duty: At the Employer's request, proof will be presented of the time served on jury duty and the amount received for such service.

24.4 Return to Duty: In the event the employee is released from jury duty on a given day and there are three or more hours remaining in the employee's scheduled workday, the employee shall contact the Superintendent of Highways and report to work if requested.

Article 25 Traffic Fines

25.1 Fines incurred, if approved or ordered by the employer, for overloads, emissions violations, or vehicle safety violations (i.e. unsafe tires, lights, glass, flares or triangles, fire extinguishers, brakes, frame suspension, faulty seat belts and all other violations covered by New York State Inspection and Federal Motor Truck Safety Laws) shall be paid by the Town of Barker in a timely manner so as not to jeopardize the Commercial Driver's License (CDL) of the employee involved. The Town of Barker shall not be responsible for tickets or fines issued to employee(s) for speeding violations, reckless driving, driving while intoxicated, or other moving violations which are the responsibility of the employee/driver.

Article 26 Commercial Driver's License

26.1 All employees must obtain a commercial driver's license (hereinafter referred to as a CDL) within six months of their hiring date, if they do not hold a CDL when hired. The employee will pay for renewal of their CDL's license. In the event an employee becomes ineligible to hold a CDL the person will be determined ineligible to work. In the event the person has a suspension of less than three months, that person may, in the discretion of the Town Supervisor, be continued to be employed in a lesser position.

Article 27 Terms of Agreement

27.1 Savings Clause: Should any provision of this Collective Bargaining Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Collective Bargaining Agreement and shall meet to renegotiate the provisions declared illegal.

27.2 Duration of Agreement: This Collective Bargaining Agreement shall be effective from January 1, 2014 through December 31, 2015, unless otherwise agreed to by the parties.

27.3 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.

27.4 Execution of Agreement: The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives:

TOWN OF BARKER

TEAMSTERS LOCAL 693

Lois Dilworth
Town Supervisor

Roberta Dunker
President & Business Agent

Date

Date

Michael A. Richardson
Labor Relations Consultant

Date