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Contract Database Metadata Elements

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

Employer Name: **Perth, Town of**

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

Local: **294**

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

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Perth, Town Of And lbt Local 294
(Perth Highway Dept Unit)

HIGHWAY DEPARTMENT CONTRACT

THIS AGREEMENT is made the 9th day of November, 2000, by and between the TOWN of PERTH, County of Fulton, New York, (hereinafter referred to as the "Town") and TEAMSTERS LOCAL 294, International Brotherhood of Teamsters, 890 Third Street, Albany, New York 12206, (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

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

ARTICLE II

DURATION

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

ARTICLE III

COMPENSATION

The employees of the Town of Perth Highway Department shall be compensated for their work, labor and services in the manner hereinafter provided.

Section 1. Wages Regular, full-time employees of the Town of Perth Highway Department shall be compensated as follows:

- A) Commencing January 1, 2001, through December 31, 2001, regular employees shall be paid at the rate of \$13.29 per hour;

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EXECUTIVE DIRECTOR

B) Commencing January 1, 2002, through December 31, 2002, regular employees shall be paid at the rate of \$13.82 per hour;

C) Commencing January 1, 2003, through December 31, 2003, regular employees shall be paid at the rate of \$14.37 per hour; and

D) Commencing January 1, 2004, through December 31, 2004, regular employees shall be paid at the rate of \$14.94 per hour.

Section 2. Longevity Increases Regular employees shall receive longevity increases of \$200.00 Paid annually, in addition to other compensation paid, after completion of each 5 (five) years of service, which said amount shall be paid by the Town in the first pay period in December of the year of the completion of each 5 (five) increment. (eg., 5 years = \$200.00; ten years = \$400.00).

Section 3. New Employees Any new employee hired after February 3, 1993, shall be compensated in the following manner:

a) Such new full-time employee shall be paid during the first year of employment at the rate of 80% of the prevailing hourly rate for regular full-time employees;

b) The employment status of such new employee shall be probationary for the first 12 (twelve) months of employment; and

c) After the first full year of employment, such new regular employee shall be paid the prevailing hourly rate for regular full-time employees.

Section 4. Part-time Employees Part-time employees are herein defined as an employee, other than a regular full-time employee, who works no more than 20 (twenty) hours per week, except for snow emergency. Such part-time employee shall be paid at the rate of \$10.00 per hour.

Section 5. Holiday and Overtime Pay

a) Any employee required to work before and/or after regularly scheduled working hours shall be paid at the rate of time and one-half (1 ½).

b) Any employee called into work when not regularly scheduled to do so, shall be guaranteed a minimum of two (2) hours of work and shall be paid at one and one-half (1 ½) times the hourly rate.

c) Any employee required to work on Sunday shall be paid at one and one-half (1 ½) times the hourly rate.

d) Any employee required to work on any paid holiday designated in Article V herein shall be paid, in addition to one day's holiday pay, at the rate of time and one-half (1 ½) for all hours worked on said holiday.

e) Any employee required to work on Christmas Day, New Year's Day or Thanksgiving Day, in addition to the holiday pay, will receive double the hourly rate.

ARTICLE IV

HEALTH INSURANCE

The Town shall provide health insurance benefits for each full-time employee as follows:

a) One hundred percent of the cost of such insurance for all regular full-time employees, except for new employees hired on or after February 3, 1993;

b) Fifty percent of the cost of such insurance for any new employee hired on or after February 3, 1993, during the first two (2) full years of employment of such employee;

c) Seventy-five percent of the cost of such insurance for new employees hired on

or after February 3, 1993, during the third (3rd) year of employment of such employee;

d) One hundred percent of the cost of such insurance for all employees hired on or after February 3, 1993, after the completion of three (3) full years of employment by such employee.

e) One hundred percent of the cost of dental insurance coverage premium under the Guardian Dental Assistance Plan or an equivalent plan for all full-time employees on the payroll as of January 1, 1997 only (Plans W-A or W-C)

f) A Committee of 2 people from the Town and two people from the bargaining unit will meet on a regular basis to look into retirement health insurance and relative issues.

g) The Town will reimburse up to \$50.00 every two (2) years for each member and their immediate family towards the purchase of eye glasses, contacts or an eye examination upon presentation of a bill or receipt.

ARTICLE V

PAID HOLIDAYS AND PERSONAL DAYS

Section 1. Paid Holidays The following days shall be designated as paid holidays covered by this Agreement:

New Year's Day	Columbus Day
Martin Luther King Day	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

Section 2. Paid Personal Days In addition to the paid holidays listed above, each employee shall be allowed four (4) paid personal days per calendar year.

ARTICLE VI

PAID VACATIONS

Regular full-time employees shall receive paid vacation time as follows:

- A) One week vacation after one (1) full year of service;
- B) Two weeks vacation after two (2) full years of service;
- C) Three weeks vacation after ten (10) full years of service; and
- D) Four weeks vacation after twenty (20) full years of service.

E) An employee may carry up to eighty (80) hours of accrued vacation time into the following fiscal year to be used by April 1st of that year.

F) If approved by the Town Board, an employee may sell back up to eighty (80) hours of unused vacation time. Said request must be submitted by December 1st of each year in order to be considered by the Town Board.

ARTICLE VII

SICK AND COMPANIONATE LEAVE

Section 1. Sick Leave Each full-time employee shall earn sick leave at the rate of eight (8) hours per month with a maximum cumulative of four hundred eighty (480) hours, to be paid in accordance with New York State Law.

Section 2. Compassionate Leave Each full-time employee will be allowed three (3) days paid compassionate leave for a spouse, child, step-child, parent, grandparent, brother, or sister, and one (1) day paid compassionate leave for a step-parent, uncle, aunt, half-brother, half-sister, father-in-law, or mother-in-law.

ARTICLE VIII

RETIREMENT

Throughout the term of this Agreement, the Town shall maintain in full force and effect its presently existing retirement program under the New York State Employees Retirement System.

The Town and the Union each agree that each will be bound by the laws, rules and regulations pertaining thereto.

ARTICLE IX

WORK DAY

From April 1, through September 30, in each calendar year, the work day for full-time employees shall commence at 6:00 a.m. and end at 2:30 p.m. From October 1, through March 31, of each calendar year, the work day for full-time employees shall commence at 7:00 a.m. and shall end at 3:30 p.m. The aforesaid hours of work, however, may be changed at the discretion of the Town Highway Superintendent. The existing procedure as of the effective date of this Agreement for the scheduling of vacations and hours of work shall remain in effect for the duration of this Agreement. The Highway Superintendent shall be permitted to adjust the full-time employees work week schedule to include a four (4) day, ten (10) hours per day work week during the months of June, July, August and September.

ARTICLE X

CLOTHING ALLOWANCE

On May 1, and on December 1, of each calendar year, the Town shall pay to each full-time employee the sum of \$150.00 to be used by such employee for the purchase of items of clothing

to be worn by such employee in connection with such employee's employment with the Town Highway Department. In addition to the aforesaid clothing allowance, the Town shall furnish for each full-time employee rain gear and such safety attire as may be required by OSHA.

ARTICLE XI

UNION DUES & AGENCY SHOP FEES

Each employee who is covered under the provisions of this collective bargaining agreement and who is either a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union. If any such employee is not a member of the Union, such non-Union member shall pay to the Union an amount equivalent to the amount of monthly membership dues payable by a bargaining unit union member as and for an agency shop fee for services rendered by the Union as the exclusive collective bargaining representative. If the Town, as employer, shall be given a dues deduction authorization signed by a bargaining unit employee, or any employee covered hereunder, the town shall immediately thereafter transmit to the Union the monthly membership dues payment and the monthly agency shop fees above-described.

ARTICLE XII

SHOP STEWARD

The Town , as employer, recognizes the right of the Union to designate one of the unit members as shop steward and one as Alternate Steward from the Town's seniority list. The authority of the Steward so designated shall be limited to the following duties and activities:

a) The investigation and presentation of grievances in accordance with the provisions of this agreement; and

b) The transmission of messages and information which shall originate with and are authorized by the Union or its officers, provided the message and/or information has been reduced to writing or is of a routine nature and does not involve a refusal to perform work assignments,

No steward shall be engaged in Union business during the time he is assigned to a regularly scheduled bargaining unit job. The Steward will, however, be given reasonable time to process employee grievances.

The Union shall notify the Town in writing of the employees designated by the unit members as Shop Steward and Alternate Shop Steward.

ARTICLE XIII

SENIORITY

Employees covered under the provisions of this agreement shall gain seniority on the 31st day of employment. Lay-offs and rehiring shall be in the order of seniority, with the oldest employee laid-off last and recalled first. Any employee who is laid-off shall maintain seniority for an eighteen (18) month period while laid-off.

All employees covered under the provisions of this Agreement shall be entitled to over-time and emergency work on an equal basis, except that full-time employees shall have preference for emergency and over-time work.

ARTICLE XIV

STRIKES

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair

Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit or to assist or participate in any such strike, or to impose an obligation upon any Union member to conduct, assist, or participate in such strike.

ARTICLE XV

DUTIES OF EMPLOYEES

In addition to the jobs and tasks assigned to each employee by the Town Highway Superintendent, each employee covered under the provisions of this Agreement shall have the following duties:

- a) Each employee shall notify the Town Highway Superintendent when ill, within a reasonable time period;
- b) Each employee shall punch his or her own time card;
- c) A tardy employee may be docked an amount of time equal to the time by which such employee is late;
- d) Any employee who is ill for a period of three (3) or more consecutive days, may be required to provide the Town with a Doctor's certificate to confirm such illness.

ARTICLE XVI

PAST BENEFITS & PRIVILEGES

The Town and the Union each agree that, except as inconsistent herewith, all benefits, privileges and conditions enjoyed by Town employees in the past shall continue and remain in effect, in addition to all the benefits, privileges and conditions set forth in this agreement, and that any duties set forth by the Town in the past shall be adhered to and continued by the employees covered hereunder.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

1. Town employees will not be asked or required to plow or sand with any vehicle equipped with a wing plow unless two (2) men are assigned to such vehicle.
2. Town employees will not be asked or required to mow grass on road shoulders, unless such employees have been provided with a beeper or some type of radio device for use in case of an emergency or for safety reasons.
3. In an emergency situation when a regular or part-time employee is not available for wing duty or is on garbage pick-up the Superintendent may use one person for plowing in the plow truck.

ARTICLE XVIII

DISAGREEMENTS

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

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

ARTICLE XIX

APPLICABLE LAW

This Agreement shall be governed by and shall be construed and interpreted under New York State Law.

IN WITNESS WHEREOF, the Town and the Union have executed this Agreement by their respective duly designated representatives on the date first above written.

EMPLOYER:

UNION:

TOWN OF PERTH

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 294

BY: Valeri Orlovski

BY: John Bulgaro
John Bulgaro, President

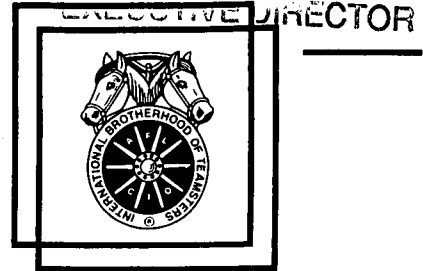
TITLE: Supervisor

BY: John Kearney
John Kearney, Business Agent

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

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
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NOV 21 2000



JOHN BULGARO
PRESIDENT
and PRINCIPAL EXECUTIVE OFFICER

JOHN KEARNEY
SECRETARY-TREASURER

November 20, 2000

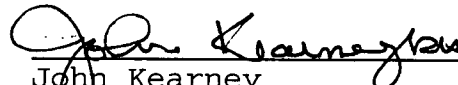
Public Employees Relations Board
80 Wolf Road
Albany, New York 12205

Dear Sir and/or Madam:

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

Town of Perth Highway Dept. - 4

Very truly yours,


John Kearney
Secretary-Treasurer
TEAMSTERS LOCAL 294

JK/kh

enc.