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MEC 19258

**AGREEMENT BY AND BETWEEN
TOWN OF ONONDAGA: HIGHWAY DEPARTMENT**

AND

**TEAMSTERS LOCAL 317, affiliated with the
International Brotherhood of Teamsters**

Term: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2012

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

JUL 08 2009

ADMINISTRATION

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PREAMBLE

This Agreement is made this ____ day of _____, 2009, by and between THE TOWN OF ONONDAGA, HIGHWAY DEPARTMENT, hereinafter referred to as the “company” or “employer” and TEAMSTERS LOCAL 317, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the “local” or “union”.

The parties signatory hereby desire to establish amicable relations between the Town and certain of its employees, and to stabilize the employer and employee relationship for a definite period of time. 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 therefor shall not become effective until the Town Board of the Town of Onondaga has given approval.

**ARTICLE 1
RECOGNITION**

1.1 The Town recognizes the Union, in accordance with PERB CASE NO. C 2640, as the sole and exclusive bargaining representative for all full-time and current full-time seasonal employees of the Town’s Highway Department, hereinafter referred to as the “Department”, excluding clerical, office, part-time and summer seasonal employees.

**ARTICLE 2
SEVERABILITY**

2.1 If the enactment of legislation or a determination by a Court of final jurisdiction, whether in a proceeding between the parties or in one based on a similar state of facts, invalidates any portion of this Agreement, it shall not affect the validity of the rest of this Agreement, which shall remain in full force according to its terms in the same manner and with the same effect as if such invalid portion had not originally been included herein.

ARTICLE 3
AGREEMENT SCOPE

3.1 This Agreement constitutes the entire agreement between the parties and there are no other agreements expressed or implied. During the term of this Agreement, neither party will be obligated to collectively negotiate with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered herein.

3.2 This Agreement may be amended or supplemented only by further written agreement by the parties. A party desiring amendment or supplement will so notify the other party in writing stating the substance of the amendment or supplement desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Union agrees that the Town and the Town Highway Superintendent, hereinafter "Superintendent", shall retain complete authority for the policies and administration of the Department which they exercise under the provisions of law and the Constitution of the State of New York and/or the United States of America, and in fulfilling its rights and responsibilities under this Agreement.

4.2 The rights and responsibilities of the Town and Superintendent include, but are not necessarily limited to, the following:

- A. To determine the facilities and equipment to be utilized and/or maintained; to determine the hours of work and duty schedules; to determine what work is to be performed by the Department, its place of performance and who is to perform it; to determine the assignments and job duties; and to

otherwise determine the standards of service to be offered by the Department.

- B. To direct, hire, promote, appraise, transfer, assign, retain employees and to suspend, demote, discharge or take disciplinary action against employees.
- C. To relieve employees from duties because of lack of work or for other legitimate reasons.
- D. To maintain the efficiency of government operations entrusted to them.
- E. To determine the methods, means and personnel by which such operations are to be conducted.
- F. To take whatever actions may be necessary to carry out the mission, policies or purpose of the Department.
- G. To establish work rules and regulations not inconsistent with the terms of this Agreement.
- H. To establish specifications for each class of position and to allocate or reallocate new or existing positions.
- I. To enter into contracts with third parties for the performance of such work as the Superintendent may deem necessary.

4.3 The exercise of any such power, right, authority, duty or responsibility by the Town or Superintendent in the adoption of such rules, regulations and policies, as they may deem necessary and as they apply to employees represented by the Union, shall be limited only by the specific and express terms of this Agreement.

ARTICLE 5
NO-STRIKE PLEDGE

5.1 The Union agrees that it will not cause, instigate, encourage or condone any strike, picketing, slowdown, concerted refusal to perform assigned work, or any other kind of job action which is designed to impede or has the effect of impeding normal, efficient operations of the Department or the Town.

ARTICLE 6
CHECKOFF - UNION DUES DEDUCTIONS/DRIVE

6.1 Employees, members of the Union, shall tender the monthly membership dues to the Union by signing the authorized form for Payroll Deduction of Union Dues.

6.2 Each payday, in accordance with the terms of such authorization form, hereinafter set forth, the Town agrees to deduct uniform Union membership assessments, initiation fees and dues levied in accordance with the amount certified by the Union, from the pay of each employee who executes or has executed such form.

AUTHORIZATION FOR PAYROLL DEDUCTION OF UNION DUES

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LOCAL UNION 317, SYRACUSE, NY

BY: _____
(Last Name) (First Name) (Middle Initial)

TO: Town of Onondaga - Highway Department

Effective _____, I hereby request and authorize you to deduct from my earnings each payday, the amount certified by Local Union 317 Teamsters, as Union dues, membership assessments, initiation fees and to make any adjustment of payments of Union dues certified by the Union thereafter. The amount deducted shall be paid to the Treasurer of the Local Union. This Authorization shall remain in effect for a period of one year from the date hereof and shall automatically be renewed and be in effect for successive similar periods of one year, unless written order of revocation is given by me to you and to the Local Union Treasurer one month in advance of the date on which I want Union dues deductions to cease, or within a ten day period immediately preceding the anniversary date of the signing of this card, or within a thirty day period immediately preceding the expiration of the collective negotiation agreement between Local 317 and the Town of Onondaga - Highway Department, whichever is sooner.

(Employee's signature)

(Street Address)

SS# _____

(City, State, Zip Code)

6.3 Payroll deduction of union dues, membership assessments, and initiation fees pursuant to properly executed authorization forms shall become effective on the effective date of this agreement and shall be deducted each pay period thereafter until revocation.

6.4 Deductions shall be remitted to the designated financial officer of the union, with a list of those from whom dues have been deducted, once a month.

6.5 The Union shall indemnify and save the Town harmless from and 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 Town in compliance with this Article or in reliance upon dues deduction authorization cards furnished by the employees and/or Union.

6.6 The Union shall promptly refund to the Town any funds received in accordance with this Agreement which are in excess of the amount of dues or other deductions which the Town has agreed to deduct.

6.7 Upon receipt of a signed authorization from a unit employee, the Town agrees to deduct from the paycheck of the employee voluntary contributions to DRIVE. The Union shall notify the Town of the amounts designated and authorized by each contributing employee that are to be deducted from the employee's paycheck on a weekly basis for all weeks worked.

6.8 The Town shall remit to DRIVE National Headquarters on a monthly basis in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security Number and the amount deducted from the employee's paycheck.

6.9 The Union shall reimburse to the Town for all of its administrative and clerical costs and expenses as established by the Town, including postage incurred as a result of the DRIVE program.

6.10 The Union shall indemnify and hold the Town harmless from and against any and all claims, demands, suits, or other forms of liability, including attorney's fees and costs that may arise out of or by reason of actions taken or not taken by the Town as a result of the DRIVE program.

ARTICLE 7

NO INDIVIDUAL AGREEMENTS

7.1 The Town agrees that they will not request of any of its employees covered under this Agreement, to enter into any written or verbal agreement in conflict with this Agreement.

ARTICLE 8
USE OF BULLETIN BOARDS

8.1 The Town will provide the Union with bulletin board space on which to post:

- A. Official Union notices; and
- B. Notices required by law.

8.2 The Union may also post such other matters as the Superintendent may expressly and specifically approve. All such notices or other matter will be nonpolitical (in a public political sense) and non-defamatory.

ARTICLE 9
SENIORITY

9.1 Seniority shall prevail as herein described, provided the employees are ready, willing, able and qualified to perform the work available. Seniority shall only apply when not in conflict with Civil Service rules or laws.

9.2 A seniority roster of all employees, showing names, positions and dates of entering service shall be posted in a place accessible to all employees affected. The roster will be revised and posted in January of each year and will be open to review and correction for a period of thirty (30) days and, upon proof of error presented by an employee or their representative, such error will be corrected. A written copy of all posted rosters and corrections made shall be made available to the office of the Business Agent of Local 317 as soon as practicable after such roster or changes are posted.

9.3 Seniority is retroactive to the first day of employment after the employee has completed his/her probationary period. Where two or more employees enter their duties at the same hour on the same day, the Superintendent shall designate the rank of such employees.

9.4 In the event of a layoff, the most junior employees shall be laid off first, etc., provided the remaining employees are ready, willing, able and qualified to perform the available work. When employees are recalled to work, they shall be recalled in the reverse order of their layoff, provided they are qualified to do the work available. The Superintendent shall be the sole judge of qualifications.

9.5 Regular employees shall receive two weeks notice of layoff or two weeks pay in lieu thereof. This notice requirement shall not be required for employees called back for extra work which is three weeks or less in duration.

9.6 Regular employees on layoff shall be given preference to extra work available before extra employees are used. Extra employees in the same job classification shall not be employed at all when regular employees are on layoff and are available for work.

9.7 Any employee granted a leave of absence not exceeding six (6) months shall retain his seniority standing. If the Town grants a leave of absence to any employee, a written copy shall be sent to the Union.

9.8 Employee's seniority shall be broken only:

- A. If the employee quits, is discharged for cause and the discharge is upheld;
- B. If the employee is laid off for a continuous period of over one year; or
- C. If the employee is notified by mail to return to work in five work days and does not return, except for proven illness or as provided here.

9.9 Seniority shall be considered, but shall not be solely determinative, respecting promotions, demotions, job assignments (including plowing routes) or transfers, from one type of work to another. The Superintendent shall be the sole judge of qualifications and ability. Seniority of a regular employee is the total length of service.

9.10 Overtime shall be assigned so that it is distributed evenly among all employees on a rotating basis, except in those cases when in the opinion of the Superintendent, the application of this rule would interfere with the efficient and orderly completion of a particular job assignment. A current rotation list shall be posted.

9.11 Regular employees promoted to a position outside the unit have up to twelve (12) months to make their decision from the date of the promotion to either:

- A. Withdraw from the unit, indicating they accept the promotion; or
- B. Decline the promotion and return to their previous job title immediately prior to their promotion with no break in their seniority in the previous title.

9.12 Employees who are promoted out of the unit, having held the promotion for a period of over twelve (12) months, will lose their seniority in the previous job title. If, for any reason, they return to the unit, after withdrawal from the unit, they will then be considered the junior employee in that title and their seniority date for that title shall start on the day they return back to work in that title. The new seniority date will prevail in that title until there is no one in that title with more seniority and, at that time, the seniority date will revert back to their first day of employment for that title.

ARTICLE 10

UNION STEWARD

10.1 A regular employee of the Department shall be named Union Steward and will be allowed time to file grievances pursuant to this Agreement and be allowed time to attend and participate in negotiations and arbitration hearings with the Town. With respect to pay for time consumed in negotiations, grievance procedures and arbitration, the cost of such pay shall be paid by the Union.

ARTICLE 11
GRIEVANCE PROCEDURE

11.1 The term “grievance” is defined as an alleged violation of a specific provision of this Agreement. Grievances which may arise between the parties under the express terms of this Agreement shall be settled in the following manner:

- A. The Union Steward, with or without the employee, may within five (5) work days of the occurrence of the matter which has brought about the grievance, discuss the grievance with the Superintendent. If, within two (2) work days, the Superintendent’s answer is not satisfactory, or no answer is given, then

- B. The Union Representative may, within five (5) work days from the time the Superintendent’s answer was given or was due and not given, submit the grievance in writing to the Superintendent.

- C. If the grievance is still not resolved, then it shall be brought before the Town of Onondaga Town Board for a hearing, which determination shall not be binding upon the parties involved.

- D. The Union Representative, if he wishes to carry the matter further, will, within five (5) work days of the Town Board’s determination, refer the matter for arbitration.

11.2 The arbitrator will be selected from the American Arbitration Association within seven (7) days after the AAA Panel has been supplied, as follows:

Five (5) names shall be submitted by the AAA; the Town and the Union will strike one name alternately until one name remains. The remaining person shall be the arbitrator. The order in which the strike occurs shall be determined by lot.

11.3 The arbitrator shall, within thirty (30) days after hearing the testimony and argument, issue an advisory recommendation for resolution of the dispute.

11.4 Expenses for the arbitrator's services and for the AAA shall be paid equally by the parties.

11.5 No arbitrator functioning under this procedure shall have any power to add to, amend, delete or modify any provisions of this Agreement.

11.6 The time limits set forth in this Article are of the essence. The failure of the Union or the employee to follow the time limits hereinabove set forth in Paragraphs A, B and D shall result in the grievance being deemed to have been satisfactorily resolved and terminated.

11.7 It is agreed by and between the parties that any employee covered by this Agreement, working in a probationary status, may be discharged at the sole discretion of the Superintendent or the Town and shall not have the right to relief pursuant to the grievance procedure as contained herein.

ARTICLE 12 INSPECTION

12.1 The authorized representatives of the Union shall have access to the Town's highway garage during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to. Representatives shall first report to the Superintendent or person in charge and shall not interfere with the performance of the work of the Department.

12.2 Whenever a complaint is made concerning the wages of an employee, an authorized representative of the Union shall have the right, during regular work hours, to inspect the Town's pay records of the employees and the time cards of the employee(s) involved.

ARTICLE 13
CLASSIFICATION AND WAGES

13.1 New Jobs: When a new job classification is created, and such job or title is covered by the unit represented by the Union, then the parties shall meet at the request of the Union to fix the job compensation.

13.2 Job Definitions: There are two (2) basic categories of employees within the Department which are:

- A. Full-time employees: An employee who works on a year round (non-seasonal) basis, working forty (40) hours per week, plus any overtime.

13.3 Job Classifications: There are five (5) types of jobs within the Department. They are as follows:

- A. Working Foremen
Supervises and works with the highway crews in the tasks of repairing highways or bridges and the removal of snow and ice from the highways of the Town. Also performs other work specified by the Superintendent. Must be capable of operating all heavy equipment.
- B. Heavy Equipment Operator (HEO)
General statement of duties: Operates and maintains a diesel or gasoline powered hydraulic or other sophisticated heavy construction equipment; also does all other work as required by the Superintendent. A Class 3 license is required together with a minimum of one year's experience in operating heavy equipment. Equipment to fall under this category will be excavators, graders and pay-loaders with the exception of the pay-loaders when a truck driver is loading his truck.

In addition, the Town agrees to create an additional Heavy Equipment Operator (HEO) position, effective January 1, 2001. The individual filling the position must successfully complete a six-month training program as established by the Town. Furthermore, the individual shall not be compensated at the contractual HEO rate until there has been successful completion of the training program.

C. Mechanic

Performs skilled work in repair and maintenance of automotive, truck and construction equipment. Does all other work as required by the Superintendent. Any person occupying this position must supply their own tools.

D. Mechanic's Helper

Performs semi-skilled work in repair and maintenance of automotive, truck and construction equipment. Does all other work as directed by the mechanic or Superintendent.

E. Motor Equipment Operator (MEO)

A person in this classification is authorized and expected to perform any and all appropriate duties required by the Superintendent, including operation of motor equipment. A Class 3 license is required, together with a minimum of one year's experience in operating trucks.

F. Laborer 1

Any person in this classification is expected to do work or service called for by the Superintendent.

13.4 Wages: The following wage schedules shall prevail:

HOURLY RATES FOR FULL-TIME EMPLOYEES				
CLASSIFICATIONS	10/01/08	10/01/09	10/01/10	10/01/11
Foreman	\$19.71	\$20.26	\$20.86	\$21.46
Heavy Equipment Operator (HEO)	\$19.21	\$19.76	\$20.36	\$20.96
Motor Equipment Operator (MEO)	\$18.47	\$19.02	\$19.62	\$20.22
Helper	\$16.87	\$17.42	\$18.02	\$18.62
Mechanic	\$18.96	\$19.51	\$20.11	\$20.71

*When an employee operates a Class "A" vehicle, that employee shall be compensated at the HEO rate for all time worked operating the Class "A" vehicle provided that the employee operates that Class "A" vehicle more than two (2) hours per shift.

13.5 A part-time employee who returns for a second consecutive year shall receive any pay increase, as outlined on the parties' agreement, received by unit employees in the same job classification for that particular year.

13.6 All new employees shall start at a rate \$2.00 per hour less than the classification rate in effect and shall receive a fifty cent (\$.50) per hour raise every six (6) months until they reach the top rate of pay for their classification.

13.7 Any employee required to work more than four (4) hours per shift in a higher classification shall receive the higher rate of pay for all time worked in the higher classification.

13.8 Time and one-half (1 ½) the regular hourly rate shall be paid for all work beyond scheduled hours. Holidays will be considered unscheduled work days and a full-time employee who works holidays will be paid time and one-half. An employee must work the scheduled

workday before and after the holiday in order to qualify for holiday pay. (Any excused day off is considered a scheduled day of work.)

13.9 Employees will be paid a minimum of four (4) hours on all call-outs.

13.10 Full-time retired employees shall be allowed to work part time when work is available at a rate to be agreed upon between the Highway Superintendent and the employee, not to exceed the full-time employee rate in effect at that time.

13.11 Probationary Employees: A person hired to fill a regular position who, before being advanced to the status of a regular employee must undergo a period of probation of twelve (12) months, during which his qualifications can be determined. The pay scale during this probationary period is the same as full-time seasonal employees.

ARTICLE 14 VACATIONS

14.1 Full-time employees shall be entitled to earn and utilize vacation time as follows:

During the first year of employment, one week (40 hours).

During the 2nd through 10th years of employment, two weeks (80 hours) per year.

During the 11th through 14th years of employment, three weeks (120 hours) per year.

During the 15th through remaining years of employment, four weeks (160 hours) per year.

Effective January 1, 2010, the parties agree to delete Section 14.2 included in the 2004-2008 agreement and replace it with the following:

14.2 Upon completion of a pay period, an employee will be credited with the appropriate vacation hours earned (i.e. a one year employee will accumulate vacation time at the rate of 1.5383 hours per pay period, 2nd through 10th year employee at the rate of 3.0769 hours

per pay period, 11th through 14th year employee at the rate of 4.6151 hours per pay period, and an employee with over 15 years of service at the rate of 6.1535 hours per pay period).

14.3 An employee may take vacation time in four (4) hour segments, with the approval of the Superintendent.

14.4 Employees will be allowed to accumulate and carry vacation time up to forty (40) hours more than the amount he is earning per year (i.e. a 2nd through 10th year employee can accumulate and carry 120 hours of vacation).

14.5 All vacation time used will be recorded by the employee on his time sheet and be approved by the Superintendent.

14.6 Excepting emergencies, use of vacation time over three (3) days must be approved by the Superintendent one (1) week in advance. Unit employees must provide the Highway Superintendent with 24 hours notice for vacation leave requests of 3 days or less.

14.7 Upon termination, an employee will be compensated for the unused portion of their allowable accumulation of vacation time.

14.8 No vacation time will be earned by an employee in excess of their maximum allowable accumulation.

14.9 A vacation schedule will be posted on January 1st of each year and vacation will be selected by seniority no later than March 1st of any year. Failure of an employee to select his vacation prior to March 1st shall result in a waiver of his seniority privilege. Not more than two employees per week shall be allowed on vacation at any one time.

14.10 In the event the Supervisor of the Town declares a State of Emergency, all vacations may be cancelled, terminated or suspended, as the case may be, and all employees shall be subject to report for work upon the direction of the Superintendent.

ARTICLE 15
RETIREMENT BENEFITS

15.1 As mandated by New York State, employees participate in the 1/60th program on a non-contributory or contributory basis, dependent upon their tier number:

Tier 1 and 2	---	No contribution
Tier 3	---	3% of wages

ARTICLE 16
HOLIDAYS

16.1 For full-time and full-time seasonal employees only, there will be eleven (11) paid holidays which, for the purposes of this Agreement, will be as follows:

New Year's Day	Independence Day	Veterans' Day
Martin Luther King Day	Labor Day	Thanksgiving Day
Good Friday	Columbus Day	Christmas Day
Memorial Day	Election Day	

16.2 Whenever any of the 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.

ARTICLE 17
INSURANCE BENEFITS

17.1 Health Insurance will be available to all full-time and part-time employees under the New York State Teamsters Council Health and Hospital Fund ("Fund") Participating Agreement. The Town agrees to sign the standard Participation Agreement as required by the Fund Trustees subject to the terms outlined in this Article.

17.2 The Town will maintain its current contribution of \$170 per week on a monthly basis for all full time employees and each employee will contribute all remaining monies owed to the Fund. Effective upon execution of 2008-2012 agreement (after union ratification and Town Board approval) the Town will contribute \$181.50 per week on a monthly basis for all full-time employees and each employee will contribute all remaining monies owed to the Fund through weekly payroll deduction.

17.3 Effective January 1, 2010, the Fund requires contributions of \$295.30 per week of which the Town will contribute \$194.00 per week on a monthly basis for all full-time employees and each employee will contribute all remaining monies owed to the Fund through weekly payroll deduction.

17.4 Effective January 1, 2011, the Fund requires contributions of \$323.85 per week of which the Town will contribute \$208.00 per week on a monthly basis for all full-time employees and each employee will contribute all remaining monies owed to the Fund through weekly payroll deduction.

17.5 Effective January 1, 2012, the Town will contribute \$223.00 per week on a monthly basis for all full-time employees and each employee will contribute all remaining monies owed to the Fund through weekly payroll deduction.

- 17.6 A. The Town agrees to offer the Teamsters Health Insurance Plan (Retiree's Package - Medical, Prescription only) to all eligible full-time unit employees and spouse after the employee retires from Town employment. Eligibility criteria is as follows:
- (i) Fifteen (15) years or more of employment with Town;
 - (ii) 55 years of age or older; and
 - (iii) Receiving benefits under the New York State Retirement System.

- B. The eligible retiree must pay 50% of any premium on a monthly basis. The Town's share of the premium will be at 50%.

- C. The above-described retiree health insurance benefits offered by the Town to the retiree and spouse shall cease when retiree is eligible for medicare coverage.

ARTICLE 18
FAMILY DEATH LEAVE

18.1 Full-time employees only will be allowed four (4) days paid leave for a death in the immediate family. Immediate family shall mean spouse, child, parent, mother and father-in-laws, brothers, sisters, grandparents, sister-in-law, brother-in-law and stepchildren and any relative living permanently with the employee.

ARTICLE 19
SICK TIME

19.1 A full-time employee may accumulate one (1) day of compensated sick time for each month of continuous employment, up to a maximum of 120 days. Sick time in excess of 120 days will not be compensated for any sick time will not be compensated for upon termination. On retirement, however, an employee will be compensated for 50% of unused sick time or use the 50% to pay for retiree health insurance.

19.2 A doctor's certificate will be required before the employee may return to work for all absences of three (3) days or more.

ARTICLE 20
PERSONAL LEAVE TIME

20.1 Full-time employees only are entitled to four (4) days of paid personal leave each calendar year. This time shall not accumulate. Employees shall give the Superintendent 24 hours advance notice of their intention to take personal leave except in cases of emergency when reasonable advance notice shall be given.

20.2 Should the Town increase personal leave time benefits for other Town employees, then the Department employees shall also receive said increase in personal leave benefits.

ARTICLE 21
JURY DUTY

21.1 The Town agrees that employees actually serving on jury duty will receive the difference between their regular hourly weekly wage and the amount received while on jury duty, to a maximum of 30 working days per calendar year. Such employees will be expected to work on days when the jury is not in session and to return to work if they are excused from jury duty before 11:00 a.m.

ARTICLE 22
MISCELLANEOUS

22.1 The Town agrees to pay a work shoe allowance to a unit employee up to \$175.00 annually provided the unit employee furnishes the Town with a receipt for the purchase.

22.2 The Town will pay the annual premium for tool insurance for the mechanic for tools utilized at the workplace provided the mechanic furnishes the Town with a verifiable quote and subsequent receipt from a reputable insurance company.

22.3 The Town will provide unit employees with all necessary safety equipment mandated by OSHA/PESH as well as safety glasses, gloves and rainsuits. The Town will add a fourth ventilation fan to the Highway garage. The Town agrees to comply with all applicable New York State and Federal Health and Safety Laws.

22.4 Employee handbook issues:

- A. Town will amend Section 512 of handbook to read:
“Highway and Parks Laborer employees are permitted to wear jeans and other appropriate work clothes.”
- B. Town will amend Section 509 of handbook by deleting first sentence under heading “Tools and Equipment.”
- C. If a vehicle and traffic ticket is issued to a Town Highway employee due to a vehicle inspection or condition issue, it shall be the responsibility of the Town. Any ticket issued to a Town Highway employee for a driving infraction shall be the employee driver’s responsibility.
- D. Highway unit employees will execute a receipt for the Town’s Employee Handbook.

22.5 Effective January 1, 2010, If a unit employee is on a leave of absence, whether work related or non-work related:

- A. said employee is not eligible to be paid for holidays during leave of absence period.
- B. said employee will not be eligible to be paid for any paid leave (vacation, sick, personal leave) accrued during the leave of absence period unless the

employee returns to continuous full duty work for a minimum period of 90 calendar days.

ARTICLE 23
DURATION AND TERMINATION

23.1 This Agreement shall be in full force and effect from the 1st day of October 2008 to and including the 30th day of September, 2012. Should either party desire to terminate, modify or amend this Agreement, it shall give written notice of such desire to terminate, modify or amend 120 days prior to August 1, 2012.

23.2 The written notices as hereinabove mentioned shall be sufficient if sent by certified mail, addressed to the offices of the Supervisor of the Town of Onondaga, and the Union, at the addresses shown below.

AGREED TO AND SIGNED THIS 22 DAY OF JUNE, 2009.

**TEAMSTERS LOCAL 317, an affiliate of the
International Brotherhood of Teamsters
566 Spencer Street
Syracuse, New York 13204**

**TOWN OF ONONDAGA - Highway Dept.
4801 West Seneca Turnpike
Syracuse, New York 13215**

By: *M P My*
Union President

By: *Thomas P. P. P.*
Town Supervisor

APPENDIX "A"

LETTER OF AGREEMENT

This Letter of Agreement is by and between the TOWN OF ONONDAGA-HIGHWAY DEPARTMENT and TEAMSTERS LOCAL 317, an affiliate of the International Brotherhood of Teamsters, and shall be attached to and made a part of their contract agreement, effective January 1, 1991.

Whereby the parties have agreed as follows:

1. The overtime rate (time and one-half the regular, straight-time hourly rate of pay) shall apply for all work performed outside regular scheduled work hours (currently 7 a.m. to 3:30 p.m.).
2. The Town Superintendent will not operate Town equipment as a common practice, except for light trucks and automobiles normally operated by him.
3. A Safety Committee will be established effective immediately.
4. Call-Outs: [a] breakfast will be no later than 9 a.m.
 [b] employees shall receive ½ hour of pay in lieu of meal money.
5. The Town Superintendent and Foreman will refrain from discussing company business with the employees during employees' lunch break.
6. There shall be one (1) fifteen (15) minute break during each shift.
7. The company agrees to give advance notice of non-emergency overtime whenever reasonably possible.
8. The Union representative, the Union Steward, and the Town Supervisor shall receive a copy of all disciplinary letters.
9. The Highway Superintendent shall have the option, in the absence of a HEO to assign the duties of the HEO to the next most qualified MEO with seniority and/or the working foreman.

TEAMSTERS LOCAL 317, an affiliate of the
International Brotherhood of Teamsters

TOWN OF ONONDAGA - Highway Dept.

By: /s/ Thomas C. Goodwin

By: /s/ Alan Hoxie

/s/ Michael Fabrizio