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Union: **Joint Council 18, International Brotherhood of Teamsters (IBT)**

Local: **529**

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BC/9588

AGREEMENT

BETWEEN

Town of Horseheads

and

TEAMSTERS LOCAL UNION NO. 529

Elmira, New York 14904

For period January 1, 2007 through December 31, 2009

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 17 2009

ADMINISTRATION

06/24/2009

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ARTICLE I. RECOGNITION

101. This Agreement is made between the Town of Horseheads, hereinafter called the "Employer," and TEAMSTERS LOCAL UNION NO. 529, affiliated with the International Brotherhood of Teamsters and Teamsters Joint Council 18, hereinafter called the "Union." NYS PERB Case No. C-5617, Certificate of Representative and Order to Negotiate dated November 1, 2006.

102. The Employer recognizes the Union as the exclusive representative of the Town of Horseheads Highway Department employee for purposes of collective negotiation with respect to their terms and conditions of employment in the following described unit; INCLUDING: All full-time employees of the Town of Horseheads Highway Department; AND EXCLUDING Highway Superintendent and Deputy Superintendent.

ARTICLE II. EMPLOYEE ORGANIZATION RIGHTS

201. Union Security. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, an Employee with respect to such matter.

202. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each Employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligations along with the grant of equal benefits contained in this Agreement.

203. In accordance with the policy set forth under this Section and Section 208 of Article 14 of the Civil Service Law, as the same may be amended from time to time, all Employees shall pay to the Union a service fee equal to that paid by other Employees in the bargaining unit who are members of the Union. This amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and regular and usual dues. For present employees, such payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is the later, and for new employees, the payment shall start thirty-one (31) days following the date of employment.

204. When the Employer needs additional employees, the Union may be given equal opportunity with all sources to refer suitable applicants, but the Employer shall not be required to hire those referred by the Union. It is understood that the Employer may give preference to residents of the Town of Horseheads.

205. Dues and Other Deductions. The Employer agrees to deduct from the pay of all Employee members of the Union covered by this Agreement the dues, initiation fees, uniform assessments and DRIVE deductions of the Union and any service fees due from non-members, upon presentation of dues deduction authorization cards signed by individual employees, and shall remit to the Union all such deductions prior to the end of the month for which the deduction is made.

206. The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees (full or installment), or DRIVE deductions to be deducted for such month from the pay of such member. The Employer shall deduct such amount from the first paycheck following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall recognize an Employee's authorization for deductions from wages if it is in compliance with State law. No such authorization shall be recognized if it violates state or federal law, and no deduction shall be made which is prohibited by applicable law.

207. The Employer shall add to the list submitted by the Union the names of all regular new Employees hired since the last list was submitted and delete the names of Employees who are no longer employed.

208. Where an Employee who is on check-off is not on the payroll during the week in which the deduction is to be made, has either no or insufficient earnings during that week, or is on leave of absence, the Employee shall make arrangements with the Union and the Employer to pay such dues.

209. Inspection Privileges. Authorized agents of the Union shall have access to the Employer's establishment during working hours, at reasonable times and upon reasonable notice, and such access shall not be withheld, for the purposes of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to.

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

- (a) The investigation and presentation of grievances to his/her employer or the designated Employer representative in accordance with the provisions of this Agreement;
- (b) The collection of dues when authorized by appropriate Union action;
- (c) The transmission of such messages and information, which shall originate with, and are authorized by the Union or its officers.

211. Stewards and Alternates have no authority to take strike action or any other action interrupting the Employer's operation. The Employer and the Union recognize these limitations upon the authority of Job Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts by Job Stewards, their Alternates and the Employees.

212. The Steward or the designated Alternate shall be permitted reasonable time to investigate, present, and process grievances on the Employer's property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the Steward's or the designated Alternate's regular working hours shall be considered working hours in computing daily and/or weekly wages if within the regular schedule of the Steward, Alternate Steward, or Acting Steward, as the case may be.

213. Picket Lines. If the Employee shall confront a picket line at any work site; the Employee shall immediately contact the Supervisor, who shall make a fair and complete investigation prior to the Employee entering such picketed area or crossing such picket line. It is agreed that no Employee shall be liable for any damage to any vehicle that occurs as a result of crossing or attempting to cross any picket line, nor shall such Employee be subject to any form of disciplinary action as a result of such damage. The Town will select an alternative source of product if a binding contract is not in place and a strike is in progress.

214. Bulletin Board. The Employer shall provide a bulletin board in each place of work for the posting of notices and other materials pertaining to official Union business the Employees and by authorized representatives of the Union.

ARTICLE III. EMPLOYER RIGHTS

301. The Government retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the building, real estate, materials, parts, tools machinery, and all equipment which may be used in the operation of its businesses or in supplying its services to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, lay off, assign, transfer, promote and determine the qualifications of employees, to determine the schedule of its various departments, and to determine the starting and quitting time and efficiency, the direction of its employees, the making and enforcing of reasonable work rules to assure orderly and efficient Town operations are solely the rights of the employer subject only to such regulations governing the exercise of these rights as area expressly provided in this Agreement or provided by law.

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers, and authority the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

302. The Employer, on its own behalf and on the behalf of the residents of the Town, hereby retain and reserve to itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New York, its subdivisions, and United States of America.

303. Subject to this Agreement, the Employer may promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, such rules to be reduced to writing and posted by the Employer and shall not conflict with this Agreement.

304. The Highway Superintendent and Deputy Highway Superintendent are expected in the Town to assist in Bargaining Unit work and the Town agrees no Bargaining Unit member shall be laid off or sent home due to such work. In no event shall this provision be used as a subterfuge to deprive a Bargaining Unit employee of work.

305. The Union and the Employer agree that the Employer's policies and procedures regarding Equal Employment Opportunity and Fair Treatment, as set forth in Sections 902 and 903 of the Employee Handbook shall be followed.

ARTICLE IV. BARGAINING UNIT

401. Defined. The terms and conditions of this Agreement shall apply to all employees of the Employer performing work that traditionally has been, presently is, or which in the future is, assigned to or related to the duties of the Highway Department employees.

ARTICLE V. SENIORITY

501. Seniority List. A list of Employees arranged in order of their seniority shall be placed in a conspicuous place at the place of employment. Each Employee's seniority date shall be included on this posting. Within thirty (30) days following the effective date of this Agreement, the Employer shall forward a copy of this list to the Union. Upon making additions to or deletions from this list, the Employer shall forward a copy of the amended list to the Union within thirty (30) days following the additions or deletions.

502. Probation. Except as otherwise provided in the Rules and Regulations of the Classified Service of Chemung County, and employee's original appointment to a position in the exempt, non-competitive, or labor class shall be a probationary period of not less than eight (8) nor more than twenty-six (26) weeks. The length of the probationary period may be extended in accordance with the Rules and Regulations of the Classified Service of Chemung County.

503. After completing the probationary period, the Employee shall be placed on the regular seniority list and the Employee's seniority date shall revert back to his/her first date of employment.

504. Application of Seniority. The principles of seniority shall prevail at all times. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, vacations, and overtime.

505. Seniority shall be broken only by discharge for just cause, voluntary quit, or greater than three (3) years' layoff.

ARTICLE VI. DISCIPLINARY ACTION

601. Cause for Discipline and Notice of Discipline. Disciplinary action, including discharge or suspension, shall be imposed only for just cause. If the Employer imposes any form of disciplinary action, including discharge or suspension, it shall immediately give the Employee, the Steward, and the Union written notification of the disciplinary action. This notice shall specify the conduct for which the disciplinary action is being imposed, the nature of the disciplinary action taken, and the reasons for having imposed that particular form of disciplinary action. The notice shall contain a detailed description of the alleged acts and conduct including reference to dates, times, and places, and shall set forth the names of all witnesses to the alleged acts and conduct.

602. Hearing Before Discharge or Suspension Without Pay. Before any Employee is discharged or suspended without pay, the Employer shall provide to such Employee, and to the Union, written notice of the charges against the Employee, an summary of the Employer's evidence, names of Employer's witnesses and an opportunity to present the Employee's side of the story, including reasons why the Employer's proposed action should not be taken. The Employee's side of the story may be presented orally, in writing, or both. If the Employee requests a hearing on disciplinary action, the Employee or his/her representative shall provide written notice of the names of witnesses and a summary of their testimony at least ten (10) working days prior to the hearing.

603. Right to Union Representation. An Employee shall be entitled to Union representation at each stage of any disciplinary proceeding instituted by the Employer. An Employee shall be entitled to Union representation at any questioning if it is contemplated that the Employee might be disciplined as a result of any matter to which the questioning relates. Before commencing each stage of any disciplinary proceeding and before commencing any questioning as set forth above, the Employer shall inform the affected Employee(s) of their right to Union representation as set forth in this paragraph. As used in this paragraph, the right to Union representation includes the right to consult with a Union representative in advance of the stage of the disciplinary proceeding or questioning or both, as applicable, and the opportunity to have the Union representative present throughout the interview or disciplinary procedure. No Employee may be disciplined or discharged based upon any questioning or investigation performed in the absence of Union representation, unless the Employee has knowingly waived Union representation in

writing. The Employee shall not be required to sign any statement arising out of the questioning. Any statements or admissions made by an Employee during a questioning without the Employee having had the opportunity to have Union representation shall not be used in a disciplinary proceeding against any Employee. No recording devices of any kind shall be used during any disciplinary proceedings unless agreed to by the Employee, the Employer, and the Union, or its authorized representative, and each such party receives a copy of the recording.

604. Limitation on Use of Prior Discipline. Disciplinary action resulting in a verbal or written reprimand shall not remain in effect for purposes of subsequent discipline for more than one (1) year. Disciplinary action resulting in a more severe penalty shall not remain in effect for purposes of subsequent discipline for more than two (2) years. Accordingly, disciplinary action that is not to remain in effect after the applicable time periods set forth in this paragraph shall not be sued against an employee in subsequent disciplinary proceedings. It is understood that matters regarding sexual misconduct or sexual harassment when reduced to writing and placed in an employee's personnel file, are not subject to either the one (1) or two (2) year limitations cited above.

ARTICLE VII. GRIEVANCES

701. Defined. Any dispute concerning the interpretation or application of this Agreement shall be processed in accordance with the provisions of this Article.

702. Every Employee shall have the right to present his/her unresolved dispute free from interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his/her own choosing at all stages of the grievance procedure. Employees, Stewards, Alternate Stewards, the Union, and the Employer shall have fifteen (15) working days from the time that they became aware of such dispute or the time that they should have become aware of such dispute through the exercise of reasonable diligence to grieve such matter. If the matter is not grieved, it shall be deemed acceptable, and all parties shall waive the right to grieve the matter. If a party to this Agreement fails to respond to a grievance within fifteen (15) working days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

703. Grievance Procedure. The procedural steps of the grievance procedure shall be as follows:

704. Step 1. The Employee shall present the basis for his/her dispute to his/her Union representative who shall advise the Employee of his/her rights and assist the Employee and the Supervisor to reach an amicable solution. The presentation may be either oral or written.

705. Step 2. The second step of the grievance procedure shall be between the Union Business Agent, or other representatives of the Union designated by the Business Agent, and representatives of the Town of Horseheads. Any party necessary to amicably resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Supervisor, Witnesses, etc.) shall be present at the presentation. The presentation may be either oral or written.

706. Step 3. If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to binding arbitration. The arbitrator shall be selected from the list of arbitrators maintained by the Cornell ILR, or, in the alternative, the American Arbitration Association, and shall be selected in accordance with the rules and procedures of such entity. The costs of such arbitration shall be borne equally by the Employer and the Union.

ARTICLE VIII. PERSONNEL FILE

801. The Town shall keep an official personnel file for each Employee. Department Heads may keep working files, but material maintained in the working personnel file may not provide the basis for discipline against the Employee. The official personnel file shall contain all memoranda and documents relating to the Employee which contain criticism, commendation, appraisal, or rating of the Employee's performance on his job. Copies of such memoranda and documents shall be sent to the Employee simultaneously with their being placed in the official personnel history folder and Employee shall sign for receipt of the same, which receipt will be also placed in the folder. Such receipt shall not be considered admission or acknowledgment of any such criticism, commendation, appraisal, or rating of the Employee's performance on his job. If the Employee chooses to respond to any criticism, commendation, appraisal, or rating of the Employee's performance on his job in writing, upon delivery of the same to the Employer with request to place the same in the Employee's file, Employer shall sign for receipt of the same, which receipt will be also placed in the folder.

802. Upon appropriate written request, an Employee may inspect his/her personnel file. Inspection shall occur during non-working hours, including lunch or break periods, at a time and in a manner mutually agreeable to the Employee and the Town. All effort shall be made to schedule the inspection within two (2) working days of the request. This right shall not be abused. Upon written request, an Employee who has a written grievance on file, who is inspecting his personnel file with respect to such grievance may have a representative present during such inspection.

803. An Employee may, at any time, request and be provided copies of all documents and notations in his/her official file of which he/she has not previously been given copies, without cost. At all other times, or if copies of materials in an Employee's personnel file are to be used in conjunction with the processing of a grievance filed by the Employee, the Employee shall bear the cost of duplication.

804. Pre-employment information, e.g. reference checks and responses, or information provided the Town with the specific request it remain confidential, shall not be subject to inspection or copying.

805. Except for disciplinary actions, annual work performance ratings or criminal convictions, any material in the personal history folder of an adverse nature that is over three (3) years old may, upon the Employee's written request, be removed from the personal history folder. This does not preclude the earlier removal of such material.

ARTICLE IX. EXAMINATIONS

901. Any expense for any examinations or licensing, other than regular driver's license, which the Employer currently assumes liability to pay at the date of this agreement, or which is required by law or by the Employer, including the excess cost of the Commercial Drivers License (CDL), shall be paid by the Employer.

902. Further, except to the extent as is specifically required by Federal or State law, no Employee shall be asked or required to submit to drug or alcohol testing, nor shall any Employee be asked or required to submit to polygraph testing or to any other form of test which purportedly measures, directly or indirectly, truthfulness or honesty. Any required testing shall be performed in accordance with the requirements of the law governing such testing.

903. If the Employer has good reason to believe that an Employee is no longer physically able to safely continue in his/her regular duties or to perform the essential functions of his/her position, the Employer may require a full examination by a physician selected by the Employer, provided that such examination is job related and consistent with business necessity. The examination by the Employer's physician shall be at the Employer's expense. Should a disagreement arise between the Employer's physician and the Employee's physician over the physical fitness of an Employee to continue in his/her job duties, then a third physician, who shall be selected and mutually agreed upon by the two physicians, shall

make the final determination. In the event, the two physicians fail to select a third physician within reasonable time, then the Town, the Employee and the Union may agree to select a third physician. All expenses in connection with the examination by the third physician shall be borne by the Employer

ARTICLE X. HEALTH AND SAFETY

1001. Equipment. The Employer shall not require any Employee to operate any equipment that is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety.

1002. Dangerous Conditions. Employees shall notify their Superintendent immediately of any unsafe or dangerous work conditions so they can be corrected immediately.

1003. No Employee shall be required to perform any hazardous task outside the Employee's classification with which he/she is not familiar.

1004. Protective Clothing. The Employer shall provide, at its expense, to Employees the necessary gear for adequate protection from inclement weather conditions. The Employer shall provide employees with work gloves as needed by size.

1005. Safety Appliances. The Employer shall provide at its expense any necessary safety appliances that have not been explicitly mentioned in this Article including, but not limited to, hard hats, safety glasses, safety vests, and flags.

1006. Training. The Employer shall provide, at its expense, the necessary training and education so that Employees can perform their jobs safely and efficiently.

ARTICLE XI. WAGES AND HOURS

1101. Hours. The normal hours of operation are established by the Town Board at the annual organization meeting. An Employee's Department Head will establish the employee's work schedule, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. The Town Board reserves the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law. The standard workweek for all Highway Employees shall be forty (40) hours.

A work week currently starts 12:01 am Thursday and ends midnight the following Wednesday.

FLSA Non-Exempt Employees – in accordance with the Fair Labor Standard Act – will be paid one and one-half times for all authorized time worked over forty (40) hours in any given work week.

Vacation leave and holidays will be included as time worked for the purpose of computing overtime. Sick leave, personal leave, bereavement leave, jury duty leave, and all military leave will not be included as time worked for the purpose of computing overtime. This compensation shall be in addition to all other benefits provided by this Agreement.

1102. Summer Hours. Summer hours may be as established by the Highway Superintendent of the Town of Horseheads, with approval of the Town Board.

1103. The Union recognizes the right of the Employer to change the standard work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal, street cleaning, paving, trash pickup, etc. The Employer shall give the Employee at least one (1) days' notice of any non-emergency change of work schedule.

1104. One (1) coffee break of twenty (20) minutes each will be given mid-morning. This break will be taken wherever you are working, with consideration to be given for weather conditions, and at a convenient time.

1105. Wages: Employees shall be paid according to the wage schedule set forth in Appendix A of this Agreement.

1108. New Hires If a physical is required prior to employment, the physical shall be paid for by the Employee, which sum shall be reimbursed to the Employee by the Employer, if the Employee is retained upon the expiration of any probation period. A valid CDL, Class B License may be required within three (3) months after hire, if required pursuant to the Employees job classification.

1109. Longevity Pay: Longevity will start upon the signing of this Agreement. Employees will receive longevity pay computed as follows:

AFTER	An Additional	Total Hourly Sum
10 years	\$0.05/hour	\$0.05/hour
15 years	\$0.05/hour	\$0.10/hour
20 years	\$0.10/hour	\$0.20/hour
25 years	\$0.15/hour	\$0.35/hour
30 years	\$0.20/hour	\$0.55/hour
35 years	\$0.20/hour	\$0.75/hour

1110. Compensatory Time: Employee's may only accumulate compensatory time during the following two time periods: between January 1st and April 30th, and between November 1st and December 31st. For the time period of May 1st to October 31st, the employee must take paid overtime for time worked in a work week in excess of forty (40) hours.

If it is determined that an employee's hour for a given workweek will exceed forty (40) hours, then the Department Head may schedule compensatory time to be utilized within the same pay period. This compensatory time will be at straight time rates (one hour of compensatory time for each anticipated hour over forty (40) hours for the given work week).

In the event that a Department Head cannot grant compensatory time within the same pay period, with pre-authorization from the Department Head, a non-exempt employee will have the option of receiving "Compensatory Overtime" in lieu of paid overtime, only during the above-mentioned time periods. When a non-exempt employee chooses to receive compensatory overtime, the employee will be credited with the equivalent of one and one-half (1 1/2) hours for all authorized time worked over forty (40) hours in a given workweek. An employee may accumulate up to sixty (60) hours in compensatory time credits. In the event an employee accrues more than sixty (60) hours in compensatory time credits, the employee must take paid overtime for time worked in excess of sixty (60) hours. An employee must use all compensatory leave credits, within the time period of November 1st to April 30th of the subsequent year or be paid at the employee's then current rate of pay.

1113. Employees shall be paid by the lunch break of the day that is one week following the close of the immediately previous pay period, unless such day falls on a weekend or holiday, in which case Employees shall be paid on or by the lunch break of the last workday immediately proceeding such day.

1114. **Emergency Call-In Provisions.** Any Employee called in for emergency work shall be paid one and one-half times his/her regular rate of pay, with a minimum guarantee of four (4) hours pay regardless of time actually worked except for holidays, which shall be compensated at double time with a minimum guarantee of three (3) hours pay regardless of time actually worked. Employees shall be paid for all time worked during such emergency, in addition to all other benefits provided for by this Agreement. All other terms and conditions of this Agreement shall also apply. A second call out constitutes a new call-in period and shall receive premium pay subject to the same terms.

1115. Employees called in for emergencies or before their regular starting time shall report for work, as soon as practicable.

1116. **On-The-Job-Injury.** An Employee who is injured on the job and leaves the job to obtain medical attention shall be paid at the applicable rate for the balance of his/her regular shift for that day if he/she is unable to return to work.

1117. **Separation from Employment.** If the Employer discharges an Employee, it shall pay all money due to the Employee by the lunch break of the day that is one week following the close of the current pay period following such discharge. "Money due" for purposes of this section, shall include, but not be limited to, wages, unused vacation, accrued vacation, and personal leave credits.

1118. If an Employee quits voluntarily or retires, the Employer shall pay all money due to the Employee by the lunch break of the day that is one week following the close of the current pay period following such quitting or retirement. In the case of an Employee who dies, the Employer shall pay all money due to the Employee's estate. "Money due" for purposes of this section, shall include, but not be limited to, wages, unused vacation, accrued vacation, and personal leave credits.

1119. **Layoff and Recall Notice.** The Employer shall provide any Employee being laid off with one week's notice that he or she is being laid off or, if such notice is not provided, one week's pay in lieu thereof. This notice or pay shall be in addition to all other benefits provided for by this Agreement.

1120. A laid off Employee shall receive at least fifteen (15) days' notice of recall from time of mailing or one week's notice, if hand delivered to Employee's last known residence. Such notice, if mailed, shall be mailed to the Employee's last known address by certified mail, and certified mail, return receipt requested. The Employee shall respond to such notice upon receipt thereof and shall report back to work within one week after the conclusion of the prior notice period. (E.g. If notice mailed on September 1, the employee must contact the Employer before September 16th. The Employee would then be required to report to work on September 23rd.) The time periods set forth in the paragraph are cumulative.

ARTICLE XII. HEALTH AND WELFARE

1201. The Employer agrees to make available medical and dental insurance coverage to each full time and their eligible family members, comparable to the present Blue Cross/Blue Shield Plan; determination of the plan to be at the option of the employer, and to provide such benefits at no cost to Employees, except as follows:

(a) each employee shall contribute on an annual basis, the sum of 10.00% for the years 2007, 2008 & 2009 of the insurance premium applicable to the plan to which the employee participates; or

(b) For each employee hired on or after October 1, 2005, the employee shall contribute on an annual basis the sum of 25.00% for the year 2007, 2008 & 2009 of the insurance premium applicable to the plan to which the employee participates.

For all employees, said sum to be withheld from the employee pay in equal or near equal sums during the calendar year.

1202. Retired Employees: The Town will continue medical insurance coverage to an eligible fulltime employee, who retires from the Town or terminates employment voluntarily, as provided herein. The plan offered to retirees will be comparable to the present plan offered to full time regular employees or Medicare supplement plan. All other coverage shall be paid by the retiree, monthly, in advance. Coverage shall also be continued for the spouse of an eligible employee, only if the spouse had been covered or eligible to be covered under the insurance provided in this Agreement at the time of retirement or termination, for a period of three (3) consecutive years immediately prior to the time of employee's retirement.

The amount of the insurance premium required to be contributed by retirees shall be established by resolution of the Town Board, from time to time. The contribution may be stated as a specific dollar amount or as a percentage of the premium cost. Factors such as date of hire, commencement of service, date of separation, and type of coverage (single, double, family, Medicare supplement) are considered when determining the required contribution.

A) Dental insurance shall not be provided to retirees.

B) Eligibility: An employee must meet the eligibility criteria shown below in order to qualify for medical insurance coverage upon retirement from employment with the Town.

Hired prior to January 1, 2002: Subject to the terms and conditions of this contract, applied for and been granted bona fide retirements benefits from the New York State Employees' Retirement System with or Voluntary Terminates Employment, with

Completed Continuous Service	Age	Entitlement
Less than Ten (10) Years	Any Age	None
Greater than Ten (10) years & Less than Twenty (20) years	Less than 62	100% Personal pay until age 62, then Town pays 50% for retiree only, subject to contribution requirements & personal pay 100% of spouse.
Greater than Ten (10) years	Greater than 62	Town fully pays, subject to contribution requirements
Greater than Twenty (20) years	Any Age	Town fully pays, subject to contribution requirements

Hired after December 31, 2001: Subject to the terms and conditions of this contract, applied for and been granted bona fide retirements benefits from the New York State Employees' Retirement System with

Completed Continuous Service	Age	Entitlement
Less than Ten (10) Years	Any Age	None
Greater than Ten (10) years & Less than Twenty (20) years	Less than 62	100% Personal pay until age 62, then Town pays 50% for retiree only, subject to contribution requirements & personal pay 100% of spouse.
Greater than Ten (10) years	Greater than 62	Town pays 50% for retiree only, subject to contribution requirements & personal pay 100% of spouse.
Greater than Twenty (20) years	Any Age	Town pays 50% for retiree only, subject to contribution requirements & personal pay 100% of spouse.

C) In the event the employee leaves voluntarily after twenty (20) years of continuous service and is not eligible to be covered by any other plan under any other employment or spouse's

employment, then the said person is entitled to receive the medical benefits regardless of age, under terms and conditions provided herein.

D) If a retired employee dies before the age of 62, then the spouse of said employee may continue to be covered by the health insurance of the Town as may have been provided to said spouse, upon the employee's death, under terms and conditions provided herein.

E) If a retired employee dies after the age of 62, then the spouse of said employee may continue to be covered by the health insurance of the Town as may have been provided to said spouse, upon the employee's death, under terms and conditions provided herein.

F) An employee, who is involuntarily terminated by the Town of Horseheads, and their spouse shall not be entitled to any medical benefits of any nature.

G) For retirees covered hereunder, coverage, at the sole option of the Town, will be comparable to the present plan offered to full time regular employees or Medicare supplement plan.

ARTICLE XIII. SUPPLEMENTAL BENEFITS

1301. The Town will adopt the New York State Retirement 41J plan.

1302. The Employer agrees to participate in the New York State Deferred Compensation Plan for the Employees in accordance with the rules of the Deferred Compensation Board and applicable provisions of the Internal Revenue Code and Internal Revenue Service regulations.

1303. Retirement Plan-Life Insurance. The employer will continue the Retirement Plan and the New York State and Local Employee's Retirement system non-contributory improved "20 Year Career" Retirement Plan (Section 75-1) plus guaranteed minimum death benefit of three (3) times annual rate of pay (rounded to the next highest multiple of \$1000.00 but limited to \$20,000.00) pursuant to the terms of Section 60-b of the Retirement and Social Security Law of the State of New York, as that law existed on November 14, 1984.

ARTICLE XIV. ALLOWANCES

1401. Clothing Allowance. The Employer shall pay, during January or within thirty (30) days of the execution of this contract, the sum of Four Hundred Dollars (\$400.00) to each employee to be used toward the purchase of work clothing, gloves and shoes. The color, style, and type of clothing shall be, subject to state and federal regulations as the same may apply, approved by the Town Highway Superintendent, or in his absence, the Town Supervisor. Proof of purchase of clothing shall be filed with the Town Supervisor on or before September 1st. In the event any employee fails to file such proof of purchase on or before September 1st, then any sum not covered by proof of purchase shall be included in the wages of said employee upon issuance of the W-2 to said employee.

1402. Mileage Allowance. Employees will be reimbursed at the current IRS mileage allowance rate when the Employee is required to use his/her own vehicle for Town business. This reimbursement will not be deemed compensation for any purpose.

ARTICLE XV. VACATIONS

1501. Seniority Employees who are employed by the Town as of January 1st of any calendar year shall receive paid vacation according to the following schedule:

After 1 year of continuous employment	Five (5) work days
After 2 years of continuous employment	Ten (10) work days
After 5 years of continuous employment	Fifteen (15) work days
After 10 years of continuous employment	Twenty (20) work days

1502. With regard to vacation time off, the following shall apply:

A) The vacation period will be the entire year and an employee will have his or her choice of vacation time. In the event of conflict of vacations as determined by the Town Highway Superintendent, scheduling will be in accordance with seniority. Vacation will be granted during the year at the discretion of the Town Highway Superintendent and, in his absence, the Town Supervisor.

B) Vacation is to start at the beginning of the following year for new employees. Unused vacation time will not be accumulated beyond the maximum of twenty (20) work days. Vacation (leave) time to be carried over to the following year, in excess of twenty (20) work days shall be paid in the last pay period of the year.

C) If a holiday falls during vacation, the employee may extend vacation to compensate or be credited with a vacation day.

1503. Separation of Employment. An Employee whose employment terminates for any reason shall be paid for all vacation time that he/she became entitled to as of anniversary date of the year in which his/her employment terminates and which he/she has not yet taken. In addition, recognizing that vacation time is a form of deferred compensation, it is agreed that such Employee shall also be paid for the vacation time that he/she has accrued up to the time of employment termination. Payment for accrued vacation time shall be a pro-rata share, rounded to the nearest whole day, of the vacation time that the Employee would have been eligible for as of the anniversary preceding the date of employment termination. The prorating shall be based on the ratio between the number of days that the Employee actually worked during the year in which his/her employment terminates, as computed according to the first Section of this Article, and the total number of workdays during that year. In the event of the separation due to death, such payment will be made to the estate of the deceased for regular employees.

ARTICLE XVI. HOLIDAYS

1601. The following paid holidays shall be observed for the Employee:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

1602. If a holiday falls on a Saturday, the observation of the holiday shall be on the preceding Friday. If a holiday falls on a Sunday, the observation of the holiday shall be on the following Monday.

1603. If any of the specified holidays fall when an Employee is on vacation, the Employee shall have the option to receive an additional paid day or to receive an additional day's compensation for each holiday so falling.

1604. Holiday pay shall be eight (8) hours' pay at the Employee's regular straight-time rate except if summer hours are in effect, at which time holidays shall be ten (10) hours pay at the Employee's regular straight-time rate.

1605. Employees not scheduled to work shall receive holiday pay in addition to all other benefits provided for by this Agreement.

ARTICLE XVII. LEAVE

1701. Personal Days. Each Employee shall be granted two (2) days of personal leave annually. Each Employee shall receive eight (8) hours pay per day of personal leave. Each Employee shall give the Employer as much advance notice as possible of his/her decision to take personal leave. Any personal leave days unused at the end of the year shall be added to the Employee's sick leave accumulation. In no event may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation; in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than one hour.

1702. Funeral Leave. In the event of a death of an Employee's immediate family member, the employee may take a paid leave for up to three (3) consecutive days from the employee's regularly scheduled work. Such leave will not be subtracted from any of the employee's leave credits. For purpose of bereavement leave, "immediate family member" will mean the following:

- Spouse
- Parent (and in-laws*)
- Grandparent
- Sibling
- Grandchild
- Significant Other or Stepchildren residing in employee's immediate household
- Child (and in-laws*)

** Current in-laws only*

For good cause shown, in the sole discretion of the Town Supervisor bereavement leave may be granted for other than an immediate family member.

Extended Bereavement Leave – With authorization from the employee's Department Head, an employee may use vacation leave credits and/or personal leave credits to extend a bereavement leave. The Department Head will have total discretion in the approval of an employee's extended bereavement leave, based upon the needs of the department.

1703. Sick Days. Each regular employee will be credited with sick leave at the rate of one (1) day per month of continuous employment. Sick leave days may be accumulated without maximum.

Sick leave accrued prior to January 1, 2005, in excess of one hundred twenty-five (125) days or one thousand (1000) hours and sick leave for employees whose accumulated service is less than ten (10) years and is not paid pursuant to the schedule herein; shall continue to accrue and the employee shall not be eligible to request payment of such sick leave upon termination of employment.

The Town and employees have agreed it is in their mutual best interests that all accumulated sick leave for all employees to and including one hundred twenty-five (125) days or one thousand (1000) hours through and including December 31, 2004 be paid pursuant to the following schedule:

- 0-2 years of employment – zero (0) percent
- 2-5 years of employment – twenty-five (25) percent
- 5-7 years of employment – fifty (50) percent
- 7-10 years of employment – seventy-five (75) percent
- 10 or more years of employment – one hundred (100) percent

Sick leave shall be paid at the employee's rate of pay as of December 31, 2004. Any employee may, with the consent and concurrence of the Town Board, request payment of all or part of such sick leave by making a written request to the Town Board; however, in any event, all the payments made hereunder shall be required to be paid on or before December 31, 2008.

1704. Sick Leave. Paid sick leave may be used to address the illness or other health matters of an Employee or a member of the Employee's immediate family or household, including but not limited to hospital, doctor's appointments and dental appointments. Either proof of illness or a doctor's certificate may be required by the Town if a person is absent for twenty-four (24) continuous hours or thirty (30) continuous hours if summer hours are in effect.

1705. Employees on sick leave shall receive eight (8) hours pay per day, based upon a 40 hour work week. Sick leave may be used in hourly increments.

1706. Quarantine. If an Employee who is not ill himself is required to remain absent because of quarantine and presents a written statement of the attending physician or local health officer proving the necessity of such absence, he/she shall be granted leave with pay without the loss of sick leave or personal leave for the period of the required absence. Prior to return to duty, such Employee may be required to submit a written statement from the local health officer having jurisdiction that the Employee's return to duty will not jeopardize the health of another person.

1707. An Employee off work on Workers' Compensation or Disability may draw from his/her accumulated sick leave the difference between the Employee's regular weekly wage and the amount of the Employee's Workers' Compensation or Disability allowance, as the case may be. The Employee's sick leave balance will be reduced by the number of hours needed to make up such difference.

1708. In those cases where the entitlement to all sick time has been exhausted, the Employer may grant applications for extended sick time without pay.

1709. Military Leave. Employees enlisting in or entering the military service of the United States, including being called to active duty, shall be granted all rights and privileges provided by the Uniformed Services Employment and Reemployment Rights Act of 1994, or as such Act may be amended, and all rights provided under State law. Employee shall file copy of Employee's orders for such service.

1710. The Employer shall grant leave for service in the military reserves or National Guard and shall continue to provide the Employee as provided by State or Federal statute. Employee shall file copy of Employee's orders for such service.

1711. Leave of Absence. Any Employee desiring an unpaid leave of absence from employment shall secure written permission from both the Union and the Employer as soon as reasonably possible prior to the leave. During the period of absence, the Employee shall not engage in gainful employment except if employed by the Union or an affiliate thereof; or if otherwise agreed to by the Union and the Employer. An Employee's request for a leave of absence shall not be denied if the leave is for a good cause. Good cause shall include, but not be limited to, the following reasons:

- a) to address the illness or other health matters of an Employee or member of the Employee's immediate family or household when the absence would extend beyond the Employees accumulated sick leave, personal days and vacation (including the maternity or paternity leave for a maximum period of three (3) years following the birth or adoption of a child);
- b) to perform Union duties or engage in official union business or activities; or
- c) to attend a certified educational or training institution. Educational leave for courses taken during working hours and approved by the Town Supervisor is to be taken without loss of compensatory time, vacation, or loss of pay.

1712. Jury Duty and Compelled Appearance. Any regular Employee called for jury duty, shall be granted leave for that duty or appearance with no charge against leave credits. For each day of such duty or appearance, the Employee shall be paid the difference between eight hours pay at his/her applicable hourly wage and the actual payment received for that duty or appearance, such as witness or jury fees. This payment shall be accomplished by the Employee turning his/her payment for jury or witness service, retaining the mileage allowance, over to the Town Clerk, and the Employee shall in turn receive his/her full pay for that day. This compensation shall be in addition to all other benefits provided for by this Agreement.

ARTICLE XVIII.

1801. NOT USED AT THIS TIME

ARTICLE XIX. DECLARATION OF NO STRIKE POLICY

1901. In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the Employees, the Union does hereby affirm that it does not assert the right to strike against the Employer, that it will not assist in or participate in any strike by the Employees, and that it will not impose any obligation on the Employees to conduct, assist or participate in a strike. In recognition of the pledge of the Union not to engage in a strike against the Employer, the Employer agrees not to engage in a lockout or take similar action against the Union or the Employees.

ARTICLE XX. JOB SECURITY / WORK PROTECTION

2001. This paragraph intentionally left blank.

ARTICLE XXI. LEGISLATIVE ACTION

2101. The Employer shall prepare, secure introduction, and recommend passage by the appropriate legislative body of appropriate legislation in order to provide the benefits described in this Agreement.

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 APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXII. SAVINGS AND SEPARABILITY

2201. If any Article or Section of this Agreement, or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or if enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2202. If any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXIII. DURATION, NOTIFICATION, AND REOPENING

2301. This Agreement shall continue in full force and effect from January 1, 2007 through December 31, 2009.

2302. The parties agree to conduct meetings for the purpose of collective bargaining to agree upon amendments to this Agreement during the period of one hundred eighty (180) days preceding the expiration of this Agreement or preceding the end of the fiscal year ending immediately before the year in which this Agreement expires if this Agreement does not expire on the same date as the end of the Employer's fiscal year.

2303. The parties hereby agree that an impasse in such negotiations shall be identified either by mutual consent or by failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget, whichever is earlier.

2304. Further, in recognition of the pledge of the Union to forgo the use of striking, the Employer agrees to make the terms and conditions of subsequent Agreements retroactive to the expiration of the Agreement presently in effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement this ____ day of _____, 2009.

TOWN OF HORSEHEADS
150 Wygant Road
Horseheads, NY 14845

TEAMSTERS LOCAL UNION NO. 529
affiliated with the International Brotherhood
of Teamsters
129 East Chemung Place
Elmira, NY 14904

Melanie W Edwards

Robert Hugg, Jr. Secy Treas
ROBERT HUGG, JR SECRETARY-TREASURER

6-29-09
DATE

6-24-09
DATE

APPENDIX "A" WAGES

Employee	Aniversary Date	Position	2006 Rate	3% Increase	2007 Rate	3% Increase	2008	3% Increase	2009 Rate	
Larry Jaynes	8/18/1986	Eq. Operator 2 /Deputy Supt	\$ 18.31	\$ 0.55	\$ 18.86	\$ 0.57	\$ 19.43	\$ 0.58	\$ 20.01	
								\$ 0.20	\$ 20.21	20 Yrs Seniority
Todd Jansen	6/13/1986	Eq. Operator 2	\$ 18.31	\$ 0.55	\$ 18.86	\$ 0.57	\$ 19.43	\$ 0.58	\$ 20.01	
								\$ 0.20	\$ 20.21	20 Yrs Seniority
Tyler Griffin	6/8/1995	Eq. Operator 2	\$ 18.31	\$ 0.55	\$ 18.86	\$ 0.57	\$ 19.43	\$ 0.58	\$ 20.01	
								\$ 0.05	\$ 20.06	10 Yrs Seniority
Mike Golden	5/10/1996	Eq. Operator 2	\$ 18.31	\$ 0.55	\$ 18.86	\$ 0.57	\$ 19.43	\$ 0.58	\$ 20.01	
								\$ 0.05	\$ 20.06	10 Yrs Seniority
Mike DiPetta	3/13/2000	Eq. Operator 2	\$ 17.00	\$ 0.51	\$ 17.51	\$ 0.53	\$ 18.04	\$ 0.54	\$ 18.58	
Aaron Cook	10/2/2002	Laborer	\$ 12.99	\$ 0.39	\$ 13.38	\$ 0.40	\$ 13.78	\$ 0.41	\$ 14.19	
Mike Mustico	10/31/2005	Eq. Operator 2	\$ 15.00	\$ 0.45	\$ 15.45	\$ 0.46	\$ 15.91	\$ 0.48	\$ 16.39	
Tim Kramer	10/31/2005	Laborer	\$ 11.00	\$ 0.33	\$ 11.33	\$ 0.34	\$ 11.67			

FOR THE YEARS OF 2007 AND 2008, each employee shall be paid three percent (3%) of the gross wage amount as shown on the W-2 statement. Said sum to be computed and paid within thirty (30) days from the date of the execution of this Agreement by the parties.

FOR THE YEAR 2009, each employee shall be paid pursuant to the attached schedule.