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Local: **Local 294**

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Contract

Be/9956

BETWEEN

TOWN OF COPAKE

AND



TEAMSTERS LOCAL 294, AFFILIATED WITH

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

NOV 15 2010

ADMINISTRATION

890 THIRD STREET
ALBANY, NEW YORK

1/1/11 - 12/31/13

7

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ARTICLE I CONDITIONS AND SCOPE OF AGREEMENT

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

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

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

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

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

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

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

F. THIS AGREEMENT entered into this 10th day of November, 2010 between Local Union #294 Affiliated with International Brotherhood of Teamsters, herein after referred to as the UNION and Town of Copake Highway Department, Copake, New York, hereinafter known as the EMPLOYER, shall be in effect from January 1, 2011 to December 31, 2013.

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

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

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

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

2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such message and information:

A. Has been reduced to writing, or

B. If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.

3. It is not intended by the parties that any provisions hereof conflict with existing law or the rules and regulations of the civil service commission of the State of New York. Should any conflict arise, such provision shall be modified to conform with the applicable law, rule or regulation.

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

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

6. The Union shall notify the Employer in writing, of the employee designated by the Union as Job Steward.

ARTICLE 5 GENERAL CONDITIONS OF EMPLOYMENT, INCLUDING
SENIORITY, LAYOFF AND RECALL, AND MAINTENANCE OF
STANDARDS

A. Seniority

Seniority shall prevail in that the Employer recognizes the general principle that senior employees shall have preference of employment and promotional opportunity for non-competitive jobs and to choose their shifts and to work at the job for which the pay is highest, provided such employees are qualified for such work. Employees shall be placed on the seniority list after thirty (30) days worked from employment as of the first date of hire. Seniority shall accrue and be determined in accordance with length of employment with the Town of Copake. This language will not prevent management from hiring outside the bargaining unit in unique and unusual circumstances.

B. Loss of Seniority

Seniority shall be broken only by:

1. Lawful discharge, and
2. Voluntary quit
3. Employees that have not completed the (1) year probationary period, may be terminated for any or no reason without recourse under this agreement.

C. Layoff and Recall

1. When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid- off, provided they are qualified.
2. In the event of a recall, the laid-off employee shall be given notice or recall in person, by telegram, or by registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's Notice, the employee must notify the Employer in person or by registered or certified mail of this intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.
3. Employees who willfully fail to return to work after ten (10) days following a leave of absence will lose all prior seniority.

D. Maintenance of standards

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime and differentials and general working conditions shall be substantially maintained at not less than those standards set forth in this Agreement. And the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

Probationary Period

All new regular full-time employees shall serve a 1 year probationary period. During this time The Highway Superintendant will work closely with an employee and the employee is expected to demonstrate his ability to perform work as assigned. In the event that either the employee or the Highway Superintendant is dissatisfied employment can be terminated.

1. All Full-Time Highway Department Employees will be provided with uniforms. The employee understands that the uniforms are provided by the town, is the official uniform of the town, and shall be worn in the professional manner for which they were made and are not to be altered (example; Short sleeve tee shirts shall not be rolled up or have the sleeves cut off). Upon leaving the employment of the Town employees must return all uniforms within 7 days, to receive final payment of any monies due. Payment will be held up until the uniforms are returned. If not returned within 14 days the cost will be taken out of any monies owed the employee. If there is not enough money owed, the employee will be billed for the difference.

2. Safety Boot and Prescription Safety Glass allowances - Each full-time employee will receive on verification of receipt up to \$150 for work boots and \$150.00 for Prescription Safety Glasses each year of the agreement.

ARTICLE 4 PROHIBITION OF STRIKES

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

ARTICLE 5 RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining during the period of sixty (60) days prior to December 31st of each year for the purposes of attempting to mutually agree upon amendments to this agreement.

ARTICLE 6 SEPARATION FROM EMPLOYMENT

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

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

ARTICLE 7 EQUIPMENT

A. Defective Equipment

1. The Employer shall not require any employee, nor shall any employee take out on the streets or highways any vehicle that is not in safe operating condition or equipment with the safety appliance prescribed by law. It shall not be a violation of this agreement where such employees refuse to operate such equipment unless refusal is unjustified.

2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulations relating to safety of person or equipment.

B. Reports

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

C. Vehicle and Traffic Law Violations

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

ARTICLE 8 PAY PERIOD All employees covered hereunder shall be paid in full on the Friday following the end of each pay period. The pay period will be every two weeks.

ARTICLE 9 JOB DUTIES AND CLASSIFICATIONS

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

B. Highway Worker Class - Motor Equipment Operator, Mechanic, and Laborer.

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

C. Employees operating vehicles owned by the Employer may be required to perform minor maintenance on said vehicles; however, in no event shall said employees be held responsible for the workmanlike quality of a professional mechanic.

ARTICLE 10 VACATIONS

Vacation leave will be granted by seniority order. The Highway Superintendant shall grant vacation leave in order of seniority and with consideration of the needs of the town highway department.

A. Employees shall receive paid vacations as follows:

- 1 year of continuous service, 1 week, (40 hours with pay).
- 2 years – up to ten years of continuous service, 2 weeks (80 hours with pay).
- 10 years – up to 15 of continuous service, 3 weeks (120 hours with pay).
- 15 years or longer of continuous service, 4 weeks (160 hours with pay).

Employees shall receive one additional day of vacation for each year over 20 years of service.

B. Vacation time may be carried over into the following year not to exceed 5 days.

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

Longevity Pay –Employees will be eligible for longevity pay that is a once a year lump sum payment, to be paid with the first payroll in December, according to the following schedule:

- A. 6-10 years \$400.00
- B. 11-15 Years \$750.00
- C. 16-20 Years \$1200.00
- D. 21 Years and beyond- \$1700.00

ARTICLE 11 HOLIDAYS

All employees covered hereunder shall be entitled to the following holidays:

New Years Day, Floater, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, The Day after Thanksgiving, and Christmas Day.

A. When a Holiday falls on a Saturday, it will be observed on the preceding Friday. When a holiday falls on a Sunday it will be observed on the following Monday.

ARTICLE 12 SICK LEAVE

All employees covered hereunder shall be entitled to 8 sick days per year. Any employee that does not use any sick days during the preceding year will be credited with 2 additional sick days. Sick days may be accumulated to a maximum of 200 days.

Fulltime employees shall be entitled to turn accumulated sick leave credits in blocks of 10 days subject to the following regulations:

For every 10 days turned in the employee will be paid five days at \$70.00 per day.

Employees must maintain a minimum of 12 accumulated sick days after the turn-in.

Doctors Certificate and Examination: The Town of Copake may require a physician's certificate for any absence of more than three days. Where the illness or disability is of long duration, a physician's certificate will be required for each thirty days of continuous absence. In any case, the Town of Copake may require an examination by a physician of the Town of Copake's choosing. In the event that a physical examination is required because of alleged illness the employer shall pay the expense thereof. Employees shall not be reimbursed for mileage in connection with this provision.

Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled by a representative of the Town of Copake, and shall be notified in writing that the employee may be required to provide a doctor's certificate for each absence if the pattern of sick leave continues.

ARTICLE 13 PERSONAL LEAVE

Fulltime employees are eligible for 3 personal days per year. Personal leave may not be carried over. The employee shall make every effort to request personal leave at least 24 hours in advance to the Highway Superintendant when practical.

ARTICLE 14 BEREAVEMENT LEAVE

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

2. All Employees shall be entitled to three (5) consecutive days of absence from employment with pay, commencing with the date of death, for death in the family: i.e. siblings to include brother and sister in law, daughter in law, son in law, grandparent or grandchild.

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

ARTICLE 15 MEALS AND BREAKS

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

B. Whenever possible, coffee breaks shall be at the discretion of the Superintendent of Highways and or his Deputy.

10 minutes in morning at the work site
10 minutes in afternoon at the work site

C. Lunch break is an unpaid half hour from 12:00pm to 12:30pm or at the discretion of the Highway Superintendent and or his Deputy.

ARTICLE 16 PENSION PLAN

Employer shall maintain the present NY State Pension Plan.

ARTICLE 17 HEALTH INSURANCE

Fulltime employees will be eligible for health insurance after 6 months of fulltime employment. The Town of Copake will pay 100% for health insurance coverage for the employee and immediate family. If the town chooses a high deductible health insurance plan the town will provide for the employee a lump sum net payment of 50% of the deductible of that plan and such payment will be made to the employee no later than February 15th of each year. In lieu of an eye glass rider, the town will pay up to \$150.00 per year per individual toward the cost of eye exams, glasses, or contacts. If the employer changes health insurance coverage at anytime it shall be equal to or comparable to the existing coverage. After 25 years of service with the town the town shall pay 75% of the employee and family's health insurance premium and after 30 years of service the town will pay 90% of the cost of the employee and family's health insurance premium. If an employee who is receiving or is working and is eligible for this benefit becomes deceased, this benefit will be offered to his family for a period of 2 years or until the spouse remarries, whichever comes first. All new fulltime employees hired after January 1, 2011 will have 100% of their individual health insurance coverage paid for by the Town of Copake however, 25% of any additional 2 person or family coverage will be paid for by the employee.

Health Insurance Opt Out

Any employee who opts out of the town's health insurance program will be paid \$1000.00 per year for an individual plan or \$1500.00 per year for a family plan.

ARTICLE 18 WORK DAY AND WORK WEEK

The normal workweek shall be Monday through Friday.

The normal workday shall be eight (8) consecutive hours. The normal workweek shall be 40 hours Monday through Friday, 7am to 3:30pm. The normal summer workweek schedule shall start and end at the discretion of the Highway Superintendent and be Monday through Thursday, 10 hours per day, 6:00am until 4:30pm or 6:30am until 5pm also at the discretion of the Highway Superintendant.

1. Employees required to work in excess of 40 hours in a workweek will be paid at time and one half. (Holidays, Vacation and approved Personal Days will be considered time worked for the purpose of calculating overtime).
2. Employees called to work before or after the normal starting or quitting times will be paid a minimum of 3 hours at time and one half, call in pay starting at the time of

notification. The employee shall make every effort to arrive within 30 minutes of notification.

3. The Highway time clock is the official clock of the Town.

Compensatory Time – Highway employees may be offered compensatory time instead of overtime pay at the same rate as the employee would have earned, up to a maximum of one hundred and sixty hours. Use of Compensatory time will be at the discretion of the Highway Superintendent.

ARTICLE 19 WAGES

Effective as of January 1, 2011, (3%) the wage rate in all classifications shall be \$ 18.42 per hour.

Effective as of January 1, 2012, (3%) the wage rate in all classifications shall be \$ 18.97 per hour.

In 2013 both parties agree there shall be a wage re-opener for 2013 and furthermore agree to re-open wage discussions prior to October 1, 2012.

In each year of the agreement the Shop Foreman shall receive an additional \$.25 per hour.

In each year of the agreement the Deputy Highway Superintendent shall receive an additional \$.50 per hour.

ARTICLE 20 WORKMEN'S COMPENSATION PAYMENT

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

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

ARTICLE 21 DURATION CLAUSE

This agreement shall be in full force and effect from January 1, 2011 to December 31, 2013 and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same sixty (60) days prior to the expiration date thereof or any subsequent anniversary date.

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

ARTICLE 22 LEGISLATIVE ACTION

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 23 GRIEVANCE PROCEDURE

BASIC PRINCIPLES:

1. It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with this procedure free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel as hereinafter provided.
4. Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.
5. It shall be the responsibility of the Employer and the Union to take such steps as may be necessary to give force to this procedure. Each official so designated shall have the responsibility to consider promptly each grievance presented to him and make a determination within the authority delegated to him in the time specified in these procedures.
 6. The function of these procedures is to assure equitable and proper treatment under the existing agreement, rules, regulations and policies which related to or affect the employee in the performance of this assignment. They are not designated to be used for changing such rules or establishing new ones.
7. The Grievance Procedure will apply to all contract grievances and disciplinary action up to and including suspension and discharge.

PROCEDURES

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

STEP 1 INFORMAL STATE: Employees having a grievance and said employee's job steward shall orally present such grievance to the Highway Superintendent. The Highway Superintendent shall verbally render his determination to the aggrieved employee and steward within a period of two (2) days.

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

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

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

THE PARTIES HAVE SET THEIR HAND AND SEALS THIS DAY

DATED November 10, 2010

TOWN OF COPAKE
COPAKE, NEW YORK

BY _____

TITLE: COPAKE Town Supervisor

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

BY _____

PRESIDENT

BY _____

BUSINESS AGENT