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#### **Contract Database Metadata Elements**

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BC/ 10356

N.Y.S. PUBLIC EMPLOYMENT  
RELATIONS BOARD  
**RECEIVED**

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BUFFALO OFFICE

**AGREEMENT**

**BETWEEN**

**Town of Prattsburgh**

**Highway Department**

**and**

**TEAMSTERS LOCAL UNION NO. 529**

**Elmira, New York 14904**

For period January 1, 2013 through December 31, 2015

**November 5, 2012**

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## **ARTICLE I. RECOGNITION**

101. This Agreement is made between the Town of Prattsburgh, 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."

102. The Employer recognizes the Union as the exclusive representative of the Town of Prattsburgh 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 and permanent part-time, non-seasonal, employees employed by the Employer to include; Heavy Motor Equipment Operators, Motor Equipment Operators, Mechanics, Laborers, and other permanent employees performing work in the Highway Department; AND EXCLUDING Confidential Employees, Managerial Employees, and elected officials.

## **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. Membership in the Union is separate, apart, and distinct from the assumption by an Employee of his/her equal obligation to the extent that he/she receives equal benefits. 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 in Section 208 of Article 14 of the Civil Service Law, 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 its 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. The service fee obligations concerning Employees who are not members of the Union shall comply with Section 208(3)(b) of Article 14 of the Civil Service Law.

205. If there is any change in the applicable law during the term of this Agreement, the parties agree that this Article shall be amended to provide for the recognition of any changes required to be lawful.

206. This Agreement shall be effective only upon execution by the Union, the Town of Prattsburgh Highway Superintendent and the Town of Prattsburgh Supervisor, upon direction and authorization of the Town Board of the Town of Prattsburgh. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

207. **Dues and Other Deductions.** The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiation fees, and /or uniform assessments of the Union and any service fees due from non-members, covered under this Agreement, and shall remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the Employee, the same shall be furnished in the form required.

208. 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 uniform assessments owed and 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.

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

210. When the Employer actually makes a deduction for dues, initiation fees and/or uniform assessments, in accordance with the statement received from the Union, the Employer shall remit same no later than thirty (30) days from the date such deduction was made. If the Employer fails to remit such amount, it shall be assessed liquidated damages equal to ten percent (10%) of the amount not so remitted.

211. 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/or Employer to pay such dues in advance.

212. The Employer shall recognize an Employee's authorization for deductions from wages if it is in compliance with State law. The deduction shall be transmitted to the Union or to such other organizations as the Union may request, if mutually agreed to, except DRIVE deductions which shall be made annually. 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.

213. **Inspection Privileges.** Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to with prior notice to the Town Highway Superintendent.

214. **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.

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

216. 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 (this reasonable time will consist of no more than one (1) hour per incident) and off the property or other than during his/her regular schedule without loss of time or pay. 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.

**217. Picket Lines.** It is agreed that no Employee shall be liable for any damage to any vehicle operated by the employee 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.

**218. Management - Employee Relations.** It is understood that no Employee shall be disciplined or criticized in front of co-workers or in a manner that is personally insulting or demeaning. Employees shall have an obligation to act in the same manner towards Management.

**219. Bulletin Board.** The Employer shall provide a bulletin board in the break room of the highway garage for the posting of notices and other materials pertaining to official Union business by the Employees and authorized representatives of the Union.

### **ARTICLE III MANAGEMENT RIGHTS**

**301.** The Employer retains the sole right to manage it's business affairs and services and to direct the working force, including the right to decide the number and location of it's business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating it's business and services, and the control of buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of it's business or in supplying it's services; to determine whether and to what extent the work required in operating it's business and supplying it's services shall be performed by employees covered by this agreement; to maintain order and efficiency in all it's 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 it's various departments, and to determine the starting and quitting time and the number of hours to be worked: subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law.

**302.** 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 had prior to entering this Agreement are retained by the Employer, except as expressly and specifically abridged, granted or modified by this Agreement.

**303.** The Town shall perform it's obligations under this Agreement in a fair and impartial manner to all employees and shall not discriminate against any employee for reasons of sex, age, race, color, creed or national origin.

### **ARTICLE IV. NON-DISCRIMINATION**

**401.** The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual orientation, national origin, age, disability, marital status, political beliefs, or political affiliation or engage in any other discriminatory acts prohibited by law.

**402.** The Employer and the Union further agree not to discriminate against any individual because of such individual's membership in the Union, support of the Union, or activity that is lawful under the Taylor Law.

## **ARTICLE V. BARGAINING UNIT**

**501. Defined.** The terms and conditions of this Agreement shall apply to all full-time and permanent part-time, non-seasonal employees of the Town of Prattsburgh's Highway Department.

**502. Protection of Unit Work.** Contingent upon approval of a guaranteed forty (40) hour work week, this section is not in use.

## **ARTICLE VI. SENIORITY**

**601. 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.

**602. Probation.** A new Employee who is hired shall work under the provisions of this Agreement. However, such Employee shall be employed on a six (6) month trial basis to enable the Employer to determine the Employee's fitness and ability to perform the work. The Employer shall have sole discretion to determine the Employee's fitness and ability and may discharge such Employee if it determines that the Employee lacks the fitness and ability to perform the work. It is specifically understood that the Employer shall not discharge or discipline a probationary Employee for the purpose of evading this Agreement, on the basis of Union membership, for the purpose of discouraging Union membership, or to avoid adding Employees to the seniority list.

**603.** 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 original date of employment.

**604. Application of Seniority.** The principles of seniority shall prevail at all times; except they can be suspended in times of emergency. These principles shall be used to resolve disputes involving, but not limited to, layoff, recall from layoff, bidding for jobs, vacations, and overtime.

**605.** Seniority shall be broken only by discharge for just cause, voluntary quit, or more than three (3) years' layoff or retirement.

## **ARTICLE VII. DISCIPLINARY ACTION**

**701. 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, within a twenty-four (24) hour period, 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. All Disciplinary actions shall be undertaken pursuant to Section 75 of the New York State Civil Service Law.

**702.** All employees covered by this Agreement shall, after successful completion of their probationary period, receive Section 75 protection and rights for removal and/or suspension.



**703. 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, subsequent to the Employee being notified of charges and specifications pursuant to a disciplinary action.

**704. Limitation on Use of Prior Discipline.** Disciplinary action shall not remain in effect for more than fifteen (15) months, except for termination or demotion in pay grade and or title. Accordingly, disciplinary action that was imposed more than fifteen (15) months prior shall not be used against an Employee in subsequent disciplinary proceedings.

## **ARTICLE VIII. GRIEVANCES**

**801. Defined.** Any dispute concerning the interpretation or application of this Agreement or the rights claimed to exist hereunder shall be processed in accordance with the provisions of this Article. "Agreement" includes this Agreement, along with all riders, supplements, appendices, letters of understanding, and other documents that cover in whole or in part terms and conditions of employment.

**802.** 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) business days from the time that they became aware of such dispute through the exercise of reasonable diligence to grieve such matter. If the matter is not grieved within this time frame, 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) business days of its receipt of the grievance, that party shall be deemed to have accepted the merit of the grievance.

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

**804. 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 Employer to reach a solution acceptable to both parties. The presentation may be either oral or written.

**805. 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 Employer. Any party necessary to successfully resolve this dispute (i.e. Grievant, Steward, Assistant Steward, Employer, Witnesses, etc.) shall be present at the presentation. The presentation shall be in writing.

**806. Step 3.** If the dispute cannot be satisfactorily resolved, the issue may be submitted by either party to final and binding arbitration. The arbitrator shall be selected from the list of arbitrators maintained by the New York State Public Relations Board and shall be selected in accordance with the rules and procedures of PERB. The costs of such arbitration shall be borne equally by the Employer and the Union.

807. Grievances brought by the Union or by the Employer shall be initiated at Step 2 of the Grievance Procedure.

#### **ARTICLE IX. REVIEW OF PERSONAL HISTORY FOLDER**

901. An Employee shall, within one (1) working day of presenting a written request to the Employer, be provided the opportunity to review his/her official personal history folder in the presence of a Union representative, if requested by the Employee, and an appropriate Employer representative. This right shall not be abused. The Employee shall be allowed to place in such file a response to anything contained therein which the Employee deems to be adverse.

902. The official personal history folder shall contain all memoranda and documents relating to the Employee which contains criticism, commendation, appraisal, or evaluation of the Employee's performance on his/her job. Copies of such memoranda and documents shall be sent to the Employee simultaneously with their being placed in the official personal history folder.

903. An Employee may, at any time, request and be provided copies of all documents and notations in his/her official personal history folder of which he/she has not previously been given copies.

904. Except for disciplinary actions and annual work performance evaluations, any material in the personal history folder of an adverse nature that is over fifteen (15) months old shall, upon the Employee's written request, be removed from the personal history folder. This does not preclude the earlier removal of such material.

#### **ARTICLE X. EXAMINATIONS**

1001. Any expense for any examinations or licensing, other than regular driver's license, CDL license or other license required by State or Federal law to perform the duties of the position the Employee is hired to perform, shall be paid by the Employer, except to the extent that the Employee's health insurance covers such expense, in which case the portion that is payable by the Employee's health insurance shall be the responsibility of the Employee.

1002. 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.

1003. If an 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 physical examination by a physician selected by the Employer, provided that such examination is job related and consistent with business necessity. This examination 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. All expenses in connection with the examination by the third physician shall be borne by the Employee. If the determination is in favor of the Employee and allows he/she to return to work, the Employer agrees to reimburse the Employee for all expenses incurred for the additional examination.

## **ARTICLE XI. HEALTH AND SAFETY**

**1101. 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 or which the Employee reasonably or in good faith believes is not in safe operating condition or is not in compliance with any rule, statute, ordinance or regulation pertaining to safety. It shall not be a violation of this Agreement for Employees to refuse to operate such equipment. All such refused equipment shall be appropriately tagged so that it cannot be used by other operators until it is put in a safe operating condition. After the equipment is repaired, the Employer shall place on such equipment a notice of such repair in a conspicuous place that will be visible to anyone who might attempt to operate the equipment.

**1102. Dangerous Conditions.** Under no circumstances shall an employee be assigned or required to engage in any activity involving a violation of any applicable rule, statute, ordinance, regulation, or court order relating to safety of person or equipment. Employees shall notify their Employer immediately of any unsafe work conditions so they can be corrected immediately.

**1103.** No Employee shall be required to perform any hazardous task outside the Employee's classification with which he/she is not familiar.

**1104. Safety Equipment & Gear.** The Employer shall provide, at its expense, to Employees any and all safety equipment and gear as required by OSHA/MSHA and SOSHA. Any additional safety equipment and gear that is required by the Employer will be provided by the Employer.

**1105.** All employees shall make use of all available safety equipment and gear provided by the Employer during the performance of their duties, regardless of whether such gear is required by OSHA/MSHA or SOSHA or applicable laws. Failure to use prescribed safety equipment and/or gear may be subject to disciplinary action.

**1106. Training.** The Employer shall provide, at its expense, the necessary training and education, other than requirements as defined in Article X, Section 1001, so that Employees can perform their jobs safely and efficiently.

**1107. Telephones.** Telephones are for town business. If private calls must be made or received, they are to be made or received during break time, lunch time, or clean-up – except for emergencies. All personal calls must be paid by the employee.

## **ARTICLE XII. WAGES AND HOURS**

**1201. Hours.** The standard guaranteed workweek for all Highway Employees shall be forty (40) hours starting 12:01 am Thursday and ends midnight the following Wednesday. The normal workweek shall consist of four (4) consecutive ten (10) hour workdays running from Monday through Thursday inclusive, as follows:

Monday through Thursday:                      6:00 am – 4:00 pm

Breaks and lunch will be taken where the employee is working. Lunch will be a paid thirty (30) minute break. Two (2) paid breaks will be given; one (1) fifteen minute break mid morning and one (1) fifteen minute break at the end of the work day. Only hours worked prior to or after the above indicated schedule will be eligible for overtime pay.

**1202.** The Union recognizes the right of the Employer to change the normal work schedule when necessary to insure orderly operation or to provide for unusual conditions such as non-emergency snow removal, street cleaning, and debris pickup. The Employer shall give the Employee(s) at least three (3) calendar days' notice of any non-emergency change of work schedule.

**1203. Wages** The hourly wage scales and job classifications set forth in Appendix A of this agreement.

**1204. New Hires** A physical is required prior to employment, which shall be paid for by the Town. A valid license, meeting the requirements of the position applied for, is required at time of appointment. Experience will be considered by the Highway Superintendent and the Town Board in the establishment of wage scale.

**1205. Longevity Pay:** Longevity will start upon the signing of this Agreement. Employees will receive longevity pay computed as follows:

After five (5) years continuous employment	Three Hundred Dollars (\$ 300)
After ten (10) years continuous employment	Additional Four Hundred Dollars (\$ 400)
After fifteen (15) years continuous employment	Additional Four Hundred Dollars (\$ 400)
After twenty (20) years continuous employment	Additional Four Hundred Dollars (\$ 400)

**1206.** To the extent that any Federal or State Minimum Wage Law provides for a minimum wage higher than any base wage rate set forth in this Agreement, then such higher wage shall prevail as a base wage rate.

**1207.** Employees shall be paid on a bi-weekly basis by the end of the shift 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 by the end of the shift of the last workday immediately preceding such day. Errors or shortages shall be corrected by the end of the shift on the work day following payday except in cases where the shortage is more than twenty-five dollars (\$25.00), in which case the shortage shall be paid by the end of the Employee's shift on the third work day following payday.

**1208. Overtime Pay:** Overtime pay shall be paid for any hours worked in excess of forty (40) hours in the regular work week. Overtime rate shall be at one and one-half (1.5) times his/her regular rate of pay. Overtime worked on a holiday shall be paid at one and one half (1.5) times his/her regular rate of pay.

**1209. Compensatory Time.** Employees may elect to accumulate compensatory time in lieu of overtime pay.

If it is determined that an employee's hours for a given workweek will exceed forty (40) hours, then at the request of the Employee, the Employer may schedule compensatory time to be utilized within six (6) months of the date it is accumulated. In no event shall the accumulated compensatory time not be used within the six (6) month timeframe. Any compensatory time not used within this time frame shall be paid to the employee. This compensatory time will be at a rate on one and one-half (1.5) hour for each hour over forty (40) hours worked for the given workweek.

An employee may accumulate up to eighty (80) hours in compensatory time credits. In the event an employee accrues more than eighty (80) hours in compensatory time credits, the employee must take paid overtime for time worked in excess of the eighty (80) hours of overtime. All compensatory time not used by the end of the Town's fiscal year shall be paid in a separate check. No compensatory time shall be carried over to the next fiscal year.

**1210. Emergency Call-In Provisions.** Any Employee called in for emergency work outside of snow removal shall perform all work as directed by the Highway Superintendent and shall be paid one and one-half times his/her regular rate of pay for hours worked outside the normal work hours. 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.

**1211.** Employees called in for emergencies or before their regular starting time shall be paid from time of clock in and allowed one half (1/2) hour to report for work.

**1212. On-The-Job-Injury.** An Employee who is injured and leaves the job to obtain medical attention shall be paid at the applicable rate for the balance of his/her regular work shift for that day if he/she is unable to return to work.

**1213. Separation from Employment.** If the Employer discharges an Employee, it shall pay all monies due to the Employee by the Employee's next payday following such discharge.

**1214.** If an Employee quits voluntarily or retires, the Employer shall pay all monies due to the Employee on the next payday following such quitting or retirement. In the case of an Employee who dies, the Employer shall pay all monies due to the Employee's estate.

**1215.** "Monies due" shall include, but not be limited to, wages, accrued vacation, and any other benefits owed at the time of death. In the case of retirement, "monies due" shall also include accrued sick leave granted under the terms of this Agreement, but the sick leave credits that are payable shall not exceed two hundred forty (240) hours.

**1216. 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.

**1217.** A laid off Employee shall receive at least ten (10) work days' notice of recall from time of receipt. Such notice shall be mailed to the Employee's last known address by certified mail, return receipt requested. The Employee shall respond to such notice within ten (10) work days of receiving the notice and shall report back to work within twenty (20) work days after receiving the notice of recall, unless otherwise mutually agreed to by the Employer and Employee.

### **ARTICLE XIII. HEALTH AND WELFARE**

**1301.** The Employer shall maintain the existing health coverage without change in benefits and provide seventy percent (70%) of the cost of maintaining said health coverage, with the Employee contributing thirty percent (30%) of the cost of the coverage. This coverage shall extend through the term of this Agreement. A copy of the complete health coverage shall be made available upon request.

**1302. Statutory Insurance.** The Employer will insure each employee under Federal Insurance Contribution Action (Social Security) to the extent required by law and the New York State Workmen's Compensation Law.

#### **ARTICLE XIV. PENSION**

**1401.** The Employer provides New York State Retirement coverage with charges to the Employee pursuant to the New York State Retirement System regulations, based on the Tier the Employee is placed, which is determined from date of hire and years of service.

**1402.** 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. Each employee is allowed to accumulate a maximum of Eighty (80) hours.

**1403.** The Town will adopt the New York State Retirement 41J plan.

#### **ARTICLE XV. ALLOWANCES**

**1501. Clothing Allowance.** The Employer will provide to all full-time highway employees eleven (11) sets of uniforms.

**1502. Mileage Allowance.** Employees will be reimbursed at the current IRS mileage allowance rate (presently \$0.555/mile) when the Employee is required to use his/her personal vehicle for Employer business.

#### **ARTICLE XVI. VACATIONS**

**1601.** Eighty (80) hours vacation leave with pay will be granted to all full time, regular employees who have worked at least one (1) continuous full year. All vacation time be effective on the anniversary date of employment with the Employer. After ten (10) years seniority, Employees will receive one hundred twenty (120) hours vacation leave per year.

**1602.** 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/her choice of vacation time conditional upon approval of the Highway Superintendent. In the event of conflict of vacations as determined by the Highway Superintendent, scheduling will be in accordance with seniority. Vacation time will be granted during the year at the discretion of the Highway Superintendent.

B) Employees who receive one hundred twenty (120) hours of vacation time shall have the option of being compensated for up to forty (40) hours unused vacation prior to December 1<sup>st</sup> of the calendar year.

**1603. 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 accrued that year 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 date 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.

**1604.** In the event of termination due to death, such payment shall be made to the estate of the deceased employee.

## **ARTICLE XVII. HOLIDAYS**

1701. The following paid holidays shall be observed for the Employees:

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

1702. If a holiday falls on a Saturday, the preceding Friday shall be the observed holiday. If a holiday falls on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on a regularly scheduled day off, the holiday shall be observed on the day immediately preceding it.

1703. 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. The additional day's compensation shall be for eight (8) hours at the Employee's normal straight-time rate.

1704. Holiday pay shall be eight (8) hours' pay at the Employee's regular straight-time rate except where summer hours are in effect, at which time holidays shall be ten (10) hours pay at the Employee's regular straight-time rate.

1705. Employees not scheduled to work shall receive holiday pay in addition to all other benefits provided for by this Agreement.

## **ARTICLE XVIII. LEAVE**

1801. **Personal Days.** Each employee shall be granted thirty (30) hours of personal leave annually. 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. One (1) hour increments are the minimum which shall be taken.

1802. **Funeral Leave.** If there is a death in the immediate family or household of any Employee, the Employer shall pay the Employee eight (8) hours pay per day, except where summer hours of work are in effect, at which time Employees shall receive ten (10) hours pay, in addition to all other benefits provided for by this Agreement, for each day of leave. This leave is to enable the Employee to attend the deceased's funeral as well as to attend to matters relating to the death of the member of the Employee's immediate family or household. Leave under this Section shall not exceed three (3) consecutive working days. The term "immediate family" means spouse, children, stepchildren, parents, step-parents, mother-in-law, father-in-law, brothers, sisters, grandparents, and the Employee's spouse's grandparents. The term "household" means any person who resides continuously with the Employee for at least three (3) months out of any year.

1803. **Sick Leave.** Each full-time employee will be granted fifty (50) hours sick pay annually. Unused sick leave can be accumulated to a maximum of two hundred forty (240) hours.

**1804.** 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 doctor's appointments. Either proof of illness or a doctor's certificate may be required by the Employer if a person is absent for more than three (3) consecutive days..

**1805.** 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.

**1806.** In those cases where the entitlement to all sick time has been exhausted, the Employer may grant applications for extended sick time without pay.

**1807. 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.

**1808.** The Employer shall grant leave for service in the military reserves or National Guard as required by the Employee and shall continue to provide the Employee with the benefits provided for by this Agreement for the duration of such leave.

**1809. 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 possible, but prior to the leave. During the period of absence, the Employee shall not engage in gainful employment. 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 (including the maternity or paternity leave for a maximum period of one (1) year following the birth or adoption of a child);
- b) to perform Union duties or engage in official union business or activities such as attend Union seminars or educational programs, for a maximum period of five (5) work days, semiannually;
- c) or to attend a certified educational or training institution for a maximum period of five (5) work days, semiannually.

**1810. Jury Duty and Compelled Appearance.** Any regular full-time Employee called for jury duty or subpoenaed to appear as a witness in any proceeding, 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 all hours pay at his/her regular 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 Employer, 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 XIX. MAINTENANCE OF STANDARDS**

1901. The Employer agrees, subject to the provisions of this Agreement, that all conditions of employment relating to wages, hours of work, general working conditions, and all other terms and conditions of employment shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made in this Agreement.

1902. The Employer agrees not to enter into any agreement or contract with the Employees, individually or collectively, which would in any way conflict with the terms and provisions of this Agreement. Any such agreement shall be null and void.

1903. Where new operations to be covered by this Agreement for which rates of pay and other terms and conditions of employment are not established by this Agreement are to be put into effect by the Employer, the Employer shall give the Union as much advance notice as possible and shall likewise enter into negotiations regarding such matters.

## **ARTICLE XX. DECLARATION OF NO STRIKE POLICY**

2001. In consideration of the Employer's recognition of the Union as the sole and exclusive bargaining representative of the Employees and recognition of the Taylor Law, 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 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 of this Agreement 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 take effect on the date of approval and execution by the Town Supervisor, at the direction and authorization of the Town Board of the Town of Prattsburgh, the Town of Prattsburgh Highway Superintendent and the Union. At such time, the terms and conditions of this Agreement shall take effect and remain in effect until December 31, 2015. Any pay increase agreed to for the calendar year January 1, 2013 – December 31, 2015 shall be credited to the Employee's pay from said date forward and any retro-active pay shall be made in a separate check, minus the appropriate deductions (i.e.; taxes, social security, etc.).

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.

IN WITNESS WHEREOF, the parties, being duly authorized, have hereto set their hands.

**TOWN OF PRATTSBURGH**  
19 N Main Street  
Prattsburgh, NY 14873

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

  
\_\_\_\_\_  
LEN, MCCONNELL, TOWN SUPERVISOR

  
\_\_\_\_\_  
JOHN FARWELL, III PRESIDENT

1/4/13  
\_\_\_\_\_  
DATE

11/5/2012  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
TOWN HIGHWAY SUPERINTENDENT

1/11/13  
\_\_\_\_\_  
DATE

**APPENDIX A WAGES**

<b>Employee</b>	<b>Date of Hire</b>	<b>2012</b>	<b>Effective 1/1/2013</b>	<b>Effective 1/1/2014</b>	<b>Effective 1/1/2015</b>	<b>Job Title</b>
Benjamin Bieber	5/26/2066	\$ 16.53	\$ 16.86	\$ 17.20	\$ 17.54	MEO
Stephen Stratton	10/4/1996	\$ 18.09	\$ 18.45	\$ 18.82	\$ 19.20	HMEO
Daniel Wetmore	7/24/2000	\$ 18.09	\$ 18.45	\$ 18.82	\$ 19.20	MEO Mechanic
Rodney Zimmerman	6/13/2005	\$ 16.53	\$ 16.86	\$ 17.20	\$ 17.54	MEO
John Christensen	12/18/2009 (FT) 12/14/2007-03/13/2009 (PT)	\$ 16.53	\$ 18.45	\$ 18.82	\$ 19.20	HMEO Deputy
Calvin Smith	6/13/2005 05/17/1993-07/13/2000	\$ 18.09	\$ 18.45	\$ 18.82	\$ 19.20	HMEO

Wages for 2013- 2015 each show a 2% increase

**SENIORITY LIST**

<b><u>NAME</u></b>	<b><u>HIRE DATE</u></b>	<b><u>Yrs. Of Service</u></b>
1. STEPHEN STRATTON	October 4, 1996	16Yrs/2 Mo.
2. CALVIN SMITH	May 17, 1993 – July 13, 2000 June 13, 2005	7 Yrs/2 Mo. 7 Yrs/6 Mo.
3. DANIEL WETMORE	July 24, 2000	12Yrs/5 Mo.
4. RODNEY ZIMMERMAN	June 13, 2005	7Yrs/6 Mo.
5. BENJAMIN BIEBER	May 26, 2006	6Yrs/7 Mo.
6. JOHN CHRISTENSEN	Dec. 14, 2007 – Mar. 13, 2009(PT) Dec. 18, 2009 (FT)	10 Months 3 Yrs.