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Employer Name: **Floyd, Town of**

Union: **Town of Floyd Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

Effective Date: **01/01/2015**

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BC / 9399

ARTICLES OF AGREEMENT

By and Between

Teamsters Local 294

130 Lomond Court
Utica, NY 13502

And

Town of Floyd

Effective January 1, 2015

And

Expiring December 31, 2018



(7)

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**ARTICLE 1
AGREEMENT**

This **AGREEMENT** entered into this **day**, by and between the **TOWN OF FLOYD** (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL UNION 294**, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employee to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is **AGREED** that the following contract embodies the labor relations and conditions of work and employment between the parties for the **period commencing on the first (1st.) day of January 2015 and running through the thirty-first (31st.) day of December 2018** inclusive for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

ARTICLE 2 RECOGNITION

Be it resolved that the **Town of Floyd, New York** hereby recognizes the **Teamsters, Chauffeurs, Warehousemen and Helpers Local 294**, with offices at 130 Lomond Court, Utica, New York, as the Exclusive Representative for the purpose of collective negotiations and the settlement of grievances for a bargaining unit consisting of those employees of the Town of Floyd Highway Department who are employed on a regular full time basis in the job titles defined below as "included" and shall exclude from such recognition those employees of the Town of Floyd defined as "excluded."

"Include": All full time probationary and full time post probationary **Heavy Equipment Operators, Motor Equipment Operators and Mechanic**.

"Excluded": Highway Superintendent, Deputy Highway Superintendent, Mechanic, Sanitation Department Employees, Part-time, Casual, Seasonal and all other employees not referenced herein.

ARTICLE 3 SAVINGS AND SEPARABILITY CLAUSE

If any Article of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or 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 Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of either party for such Article or Section during the period of invalidity or restraint.

ARTICLE 4

A. UNION SECURITY

The Union agrees to represent those employees in the bargaining unit who elect to be members of the union, and also represent those employees who elect not to join the Union. The Union members shall pay dues and in the event that a Union member signs a dues authorization card, the Employer will deduct from the individual's wages the amount of the dues. The employee who is not a member of the union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union or be required to pay any other Union fees. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made. (The payment of dues by the nonunion member shall not be construed by the parties hereto as any indication that person or individual is a member of the Union, absent any Union card).

One (1) official Union Steward shall be permitted reasonable paid release time to attend bilaterally scheduled contract negotiation meetings.

B. UNION ACTIVITY ON EMPLOYER'S PROPERTY

The Union shall notify the Town in writing of the Union's authorized Business Agent assigned to the Town. The authorized Business Agent of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes and meeting Town officials, provided that there is no interruption of the Employer's work schedule by the Union's request. All such visitation(s) shall be upon reasonable notice to, and approval by, the Highway Superintendent.

C. JOB STEWARD

The Employer recognizes the right of the union to designate a Shop Steward and the Union shall notify the Employer of the designation in writing.

The authority of Stewards so designated by the Union shall be limited to, and shall not exceed the following activities:

- (a) The investigation and presentation of grievances in accordance with the provisions of this Agreement, which shall not occur during work time.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information:
 - 1. Have been reduced to writing or
 - 2. If not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

The employer recognizes these limitations upon the authority of Job Stewards. The Steward shall not be laid off or discharged without notifying the Union business agent in writing.

ARTICLE 5 MANAGEMENT RIGHTS

The rights to hire, promote, discharge, layoff, or discipline employees for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of the Employer. In addition, the Employer reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operations, methods, processes and means of operating are recognized by the Union as being the sole and exclusive responsibility of the Employer. Employer retains all rights stated above that do not violate any other section or Article of this Agreement.

ARTICLE 6 ARBITRATION AND GRIEVANCE PROCEDURE

In the event that a contract grievance should arise between the Employer and the Union, or its members employed by the Employer, over the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

(A) **Definition:** A grievance shall be defined as a dispute involving the interpretation in application of the Agreement. A meeting will be scheduled between the aggrieved employee (with or without the Steward) and the Highway Superintendent. A written statement of the grievance must be filed with the Highway Superintendent within five (5) workdays of the incident giving rise to complaint. A copy of all written grievances must be submitted at this time to the Town Supervisor and the Highway Superintendent. If no satisfactory agreement is reached within five (5) working days, then a meeting will be held between the Union Business Agent and the Highway Superintendent and Town Supervisor.

(B) If the grievance is not resolved, it may be submitted to the Town Board for further action within five (5) days of the meeting is subsection (A). The Town Board shall review the grievance and render their decision within thirty (30) days of receipt of the appeal.

(C) If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

ARBITRATION: If any grievance cannot be satisfactorily settled, the grievance may be submitted by either party to the New York State Public Employment Relations Board for advisory arbitration. Time limits at any step may be extended by mutual agreement of the parties.

1. Should the Union or grievant fail to adhere to the specific time limits the grievance and any remedy sought shall be waived.
2. All grievances must state the specific language claimed violated and remedy sought.
3. All meetings shall occur during non-work time.
4. The cost of arbitration shall be borne equally between the Union and Town.
5. The arbitration decision shall be binding on the parties.
6. The arbitrator shall have no authority to modify any provision of this Agreement.

ARTICLE 7
PROBATIONARY PERIOD

New employees are considered to be on probationary status for ninety (90) workdays after their hiring and shall not be considered regular employees or acquire seniority until the probationary period of active employment has been completed. During this ninety (90) day workday period, an employee may be subject to departmental transfer or reclassification. Upon satisfactory completion of the probationary period, which is established to determine the new employee's ability and fitness to perform the work required, the employee will be placed on the seniority list and his or her seniority will be dated back to the first day of employment.

ARTICLE 8
SENIORITY

Town seniority is the length of time that a person has been continuously employed on a full-time basis. Seniority, efficiency, aptitude, past performance, attendance and attitude shall be factors in determining order of layoff and recall, bidding on new bargaining unit job titles and when more than one employee request the same vacation days off.

ARTICLE 9
PERSONAL FILE

The employment application, pre-employment physical examination report, and other necessary employee documentation serve as a part of everyone's employee record with the Town. It is necessary to maintain correct and up-to-date information for purposes of insurance, withholding tax, and personal records. If an employee changes his or her address, telephone number, marital status, number of dependents, etc., these must be reported to the Department Head. The Department Head will notify the main office of any changes. The employee shall have the right upon reasonable written notice to review his/her personal file. The employee may not remove any material from his/her file, but may attach a response to any document that has been placed in his/her file.

**ARTICLE 10
HOURS OF WORK**

(A) The normal full-time employee workweek shall be forty (40) hours, with an additional thirty (30) minute unpaid lunch per day. The town workweek shall be Monday through Sunday, inclusive. The Highway Superintendent retains the right to adjust starting and ending times of shifts, the length of the workday and workday assignments at his/her discretion.

(i) Employees shall receive at least two (2) weeks notice of a change in their shift assignment, if the change is to be for more than four (4) consecutive weeks in duration.

(B) **Lunch Breaks:** A lunchroom is available in the Town Office Building for all employees for coffee breaks and lunch periods. All employees are invited to use it. When working overtime, an employee must work two (2) hours before taking a coffee break. (Highway employees must have their route completed before stopping for a coffee break). Lunches must be taken in the lunchroom or off town property.

The lunch periods shall be a maximum of thirty (30) minutes unpaid per day. Coffee breaks shall be limited to a maximum of two (2) fifteen (15) minute paid breaks for each full eight (8) or ten (10) hour shift worked.

The time of the day and assignment of employees to lunch periods and coffee break shall be at the discretion of the Highway Superintendent.

(C) **Duty Time:** Employees duty time will be monitored by the Employer or his/her designee by a sign-in and sign-out or a time clock method at the employer's discretion.

Any employee who falsifies his/her or anyone else's time card or sheet shall be subject to disciplinary action.

**ARTICLE 11
OVERTIME DISTRIBUTION**

Overtime is not available to employees unless approved and authorized by either the Highway Superintendent or Town Board.

The Highway Superintendent shall make an effort to give timely notice when overtime shall be required.

Employees will be paid at the rate of one and one half (1 ½) times the regular straight time hourly earnings, for all time worked in excess of forty (40) hours in any one-week period.

Employees will be paid at the rate of one and one half (1 ½) times the regular straight time hourly earnings for all time worked on pre-designated holidays.

Paid vacation, sick leave, bereavement leave, and personal leave shall count as time worked for the computation toward overtime payment.

**ARTICLE 12
ON-CALL REQUIREMENT OF HIGHWAY EMPLOYEES**

All highway personnel are required to be ready, willing, and able to work whenever emergency conditions so warrant. Example: News media predicts snow. Employees are required to be available for work on thirty (30) minutes notice. Vacations for highway department employees may not be scheduled from November 1 through March 31. Holidays will not be observed if an emergency exists.

If an employee is unavailable to work during adverse weather conditions or emergency situations, the following procedures will be enforced:

1. If illness is claimed (when requested to work to take care of an emergency condition) a doctor's certification must be submitted if requested by the Highway Superintendent or Town Supervisor.

2. An employee may request in writing to the Highway Superintendent at least five (5) days in advance to be excused from on-call requirements for a particular day or hours. The granting or denying of this request is at the sole and exclusive discretion of the Highway Superintendent. This five (5) day notification can be waived by the Highway Superintendent at his/her discretion.
3. If unavailable on two (2) separate occasions during the period of November 1 through March 31 without the Highway Superintendent's approval, a written warning will be given.
4. If unavailable a third (3rd) time during the above period, the employee may be subject to discipline up to and including dismissal.
5. If more than two (2) employees are absent without prior approval during a specific call in, all absent employees may be subject to discipline.
6. A full time employee who is called back to work outside of his/her normal hours of duty shall be given a minimum of two (2) hours work and pay.

**ARTICLE 13
TARDINESS OR ABSENCE FROM WORK**

The Town has the right to expect full-time attendance by all employees. If it becomes necessary for an employee to be absent from work, that employee must notify the Highway Superintendent as early as possible, but not later than one (1) hour prior to the scheduled shift. Employees must call in to provide a valid excuse. An absence must have the approval of the Highway Superintendent, not the person receiving the call. Excessive absence or tardiness can result in disciplinary action or in termination.

**ARTICLE 14
GROUP HEALTH, MAJOR MEDICAL**

Each new full-time employee becomes eligible for health insurance coverage following completion of the probationary period. Details of the health and major medical plans are included with the identification card you will receive upon enrollment. The Employer may change plans or providers as long as the overall coverage is comparable.

Coverage will terminate upon the absence of the employee from active paid status for thirty (30) days or more.

| | <u>Employer Monthly Contribution</u> | <u>Employee Monthly Contribution</u> |
|--------------------|---|--------------------------------------|
| Effective 7/1/2011 | 95% (deduction change occurs in June) | 5% |
| Effective 1/1/2012 | 95% (deduction change occurs in December) | 10% |
| Effective 1/1/2013 | 85% (deduction change occurs in December) | 15% |
| Effective 1/1/2014 | 85% (deduction change occurs in December) | 15% |

All employees who are covered or are eligible for coverage under any other Health Insurance Program, either individually or as a member of a family, or a spouse's program, shall not be eligible for Employer contribution for any health coverage, individual or family, or otherwise, and the employee shall not be entitled to receive any monies in lieu thereof.

An employee whose most recent date of hire with the Town of Floyd is on or after January 1, 2010 shall pay fifteen (15%) percent of his/her applicable individual, two-person, or family plan monthly health insurance premiums. The Town will pay the remaining eighty-five (85%) percent of the applicable monthly premiums.

Full time employees whose last date of hire is on/or after January 1, 2015:

70% Employer Monthly Contribution 30% Employee Monthly Contribution

Pursuant to its rights in Article 14 Group Health, Major Medical: Effective January 1, 2015 the Town will convert its Group Health and Major Medical to a Health Reimbursement Account (H.R.A.)

ARTICLE 15 RETIREMENT PLAN

The Town of Floyd provides each full-time employee coverage under the New York State Retirement System.

**ARTICLE 16
VACATIONS**

The vacation year of the Highway Department is April 1 to November 1. Vacations must be used within the time indicated.

HIGHWAY DEPARTMENT: Due to the nature of this department's duties, the period between November 1 through March 31 may not be used for vacation time by an employee. This department may officially shut down for a period (to be determined by the Superintendent of Highways) some time between June 1 to October 1. Due to services which must be provided in the event of an emergency, some employees will be required to work this shutdown. They will receive their vacation as scheduled by the Highway Superintendent. Employees are required to use accrued vacation during the shutdown periods.

Vacations are earned in the following year upon the completion of:

| | | | | |
|-----------------|----------|----------------|----------|------------------|
| 1 year | = | 1 week | = | 40 hours |
| 2 years | = | 2 weeks | = | 80 hours |
| 10 years | = | 3 weeks | = | 120 hours |
| 15 years | = | 4 weeks | = | 160 hours |

Full time employees whose last date of hire is on/or after January 1, 2015 shall earn vacation in the following years upon completion of:

| | | |
|----------|---------|-----------|
| 1 year | 1 week | 40 hours |
| 5 years | 2 weeks | 80 hours |
| 15 years | 3 weeks | 120 hours |

One vacation day is equal to eight (8) hours.

Vacation time accrual time is based on the most recent date of employment. Employees who do not have sufficient vacation accruals to cover the shutdown period will be placed on leave without pay or scheduled to work at the Highway Superintendent's discretion. Requests for vacation (other than the scheduled shutdown) will be on a first-come basis and must be made in writing thirty (30) days in advance.

Granting or denial of all requested vacation time is at the sole discretion of the Highway Superintendent. In emergency, he/she may revoke any previously approved vacation time off.

The mandatory shut down period shall not exceed one (1) workweek and the employees shall be notified at least three (3) months in advance as to shut down dates.

ARTICLE 17 HOLIDAYS

Holiday pay to eligible permanent full-time employees:

Paid Holidays

| | |
|--------------------------------|-------------------------|
| New Years Day | Columbus Day |
| *Martin Luther King Day | Election Day |
| Presidents Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| 4th of July | Christmas Day |
| Labor Day | |

An employee must work their last scheduled, working day before and the first scheduled working day after the holiday to receive pay for the scheduled holiday. This requirement may be waived only in case of an accident, illness (doctor excuse required) or death in the immediate family, and at the discretion of the Highway Superintendent.

Any absence is subject to the approval of the Highway Superintendent. If a holiday occurs during an employee's vacation period, the employee may elect to take the holiday at a later date with the approval of the Highway Superintendent.

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

**Martin Luther King Day* will be a floating holiday. The actual day observed shall be requested by majority vote of the department employees. The employees shall notify the Highway Superintendent of the day requested. The Highway Superintendent may accept the requested day or assign another day at his/her reasonable discretion.

A paid holiday shall be equal to eight (8) hours.

All work performed on December 25th or January 1st shall be paid at double time.

**ARTICLE 18
SICK LEAVE**

- (A) All full-time employees after completion of the probationary period will receive 12 paid days per calendar year for employee sick days. The employee must notify the Highway Superintendent by telephone, as soon as practical, but in no case later than one (1) hour before the start of the shift, if he or she becomes sick. These days shall be allowed to accumulate during the employee's employment, but in no case exceed 300 days. Sick days are accrued at the rate of one day per month, accredited on the last day of each month. In order to receive credit for a personal or sick day, the employee must actively work at least fifty percent (50%) of the department's scheduled workdays that month. Full time employees whose last date of hire is on/or after January 1, 2015 shall earn six (6) paid days per year at the rate of four (4) hours per full month worked.

One sick leave day is equal to eight (8) hours.

- (B) A sick leave of absence requires completion of disability forms by the attending physician whenever an employee expects to be absent or is absent for more than three (3) consecutive workdays or more than a total of seven (7) days during a twelve (12) consecutive month period, due to illness or for more than one day because of an accident. It is the responsibility of the employee to continually keep the Highway Superintendent informed about his condition and probable date of return to work. Employees returning to work from sick leave or accident as stated herein are required to furnish a doctor's statement indicating that the employee is physically able to return to work. This statement must be presented to the Highway Superintendent. An employee may be required to report to the Town's designated doctor for certification of health and evaluation of abilities to perform assigned duties prior to returning to work or at any time as may be required at the discretion of the Highway Superintendent or Town Board.

**ARTICLE 19
PERSONAL DAY**

Personal leave may be granted for demanding personal needs, which require time off from work. All personal leave must be requested in writing and preapproved by the Highway Superintendent prior to taking time off. This written request may be waived in emergency situations. All personal leave with pay will be subtracted from the employee's accumulated sick time. In the event the employee doesn't have any accumulated sick time, the leave may still be granted without pay. Granting or denial of all requested time off is at the sole and exclusive discretion of the Highway Superintendent.

Such personal leave may be granted for no more than three (3) days per calendar year. An extension of a personal leave of absence beyond three (3) days per calendar year requires approval of the Town Board. All requests shall be made in writing and each request must be approved by the Highway Superintendent.

Full time employees whose last date of hire is on/or after January 1, 2015 shall earn one (1) day per calendar year.

One personal day is equal to eight (8) hours.

**ARTICLE 20
JURY DUTY**

Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees must report to work if not required to report to jury duty or if not assigned to a panel.

One jury duty day is equal to eight (8) hours.

**ARTICLE 21
FAMILY DEATH**

1. Leave of absence with pay in the event of death in an employee's immediate family.
2. This is applicable to all employees of the Town who are not on layoff, vacation or other leave.
3. The policy provides a leave of absence up to a maximum of three (3) days with pay from the date of death up to and including the day of the funeral, for the purpose of attending the wake and/or funeral services. The employee shall be compensated on the basis of his base salary or regular rate of pay as scheduled. These days may be non-consecutive.
4. An employee may request time off in excess of three (3) days. However, such time, granted by the Highway Superintendent, shall be taken from sick / personal time or leave without pay at the employees option.
5. The immediate family is defined as husband, wife, son, daughter, father, mother, sister, grandparents, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law (step parents are equal to natural parents). This also pertains to a family member residing with employee.
6. One day off with pay will be extended for absence due to spouse's grandparents' death under the conditions set forth in this section.
7. The Highway Superintendent must be notified, if possible, by the employee prior to or at the beginning of such leaves of absence.

Death in family is equal to eight (8) hours.

**ARTICLE 22
MILITARY LEAVE**

Reemployment rights of employees who enter active service in the Armed Forces of the United States will be determined on the basis of the Federal Laws and regulations, which are applicable.

Employees who have a National Guard or Reserve obligation which requires active duty will be paid their normal wages while away on ordered duty, not to exceed thirty (30) days in any one calendar year, and not exceeding thirty (30) days in any such leave. Employee must submit approved written military orders prior to being granted any leave days.

ARTICLE 23
JOB RELATED INJURY
(Compensation)

An employee claiming to be injured on the job while working must report the injury to the Highway Superintendent immediately and prior to going to a doctor or hospital. **HOWEVER, IF A SERIOUS EMERGENCY EXISTS, PRIOR ARRANGEMENTS NEED NOT BE MADE IF THEY WOULD DELAY NECESSARY TREATMENT.** The employee is responsible for notifying the Highway Superintendent at the earliest possible moment. An employee who will be out of work for more than a day as a result of a job related injury may elect to use his sick time for up to ten (10) days before going on workmen's compensation for pay purposes.

Safety glasses, hard hats, protective clothing, hearing protection and other items may be required or are available for you to use in certain assignments. Make proper use of them! Worker's Compensation Insurance coverage may be denied if you fail to follow the safety measures and use the protective equipment provided. Failure to wear required protective gear is considered insubordination and may result in disciplinary action.

ARTICLE 24
WAGES

I. WAGES:

| | |
|----------------------------------|--------------------|
| Effective January 1, 2015 | 2% increase |
| Effective January 1, 2016 | 2% increase |
| Effective January 1, 2017 | 2% increase |
| Effective January 1, 2018 | 2% increase |

II. LONGEVITY: The following longevity will be paid for full time continuous years of service with the Town of Floyd.

| | | |
|------------------|-----------------------|---|
| January 1 | After 5 Years | Add .05 to employee base rate per hour |
| January 1 | After 10 Years | Add .10 to employee base rate per hour |
| January 1 | After 15 Years | Add .15 to employee base rate per hour |
| January 1 | After 20 Years | Add .20 to employee base rate per hour |
| January 1 | After 25 Years | Add .25 to employee base rate per hour |

III. CONTRACT DURATION:

Four year agreement: January 1, 2015 to December 31, 2018.

ARTICLE 25 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 therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 26 SAFETY SHOES / BOOTS

As a condition of employment, all employees are required to wear O.S.H.A. approved hard-toe safety shoes / boots at all times. Upon submission of an acceptable receipt, the Town will reimburse the employee up to one hundred fifty dollars (\$150) per year for the purchase of these safety shoes / safety boots.

DURATION AND REOPENING OF AGREEMENT

This Agreement shall continue to be in full force and effect from the first day (1st.) of January 2015 to and including the thirty-first (31st.) day of December 2018 and shall continue in full force and effect from year to year thereafter unless written notice to desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred twenty (120) days prior to December 31, 2018 or any subsequent year; with the provisions that this Agreement may be reopened, if necessary. No Article, Section, Subsection shall be retroactive and only those items specifically incorporated in this Agreement shall be binding on the Employer or its Agents.

FOR THE UNION

**Teamsters Local Union 294
130 Lomond Court
Utica, NY 13502**



John Bulgaro
President/PEO

10/28/14
Dated

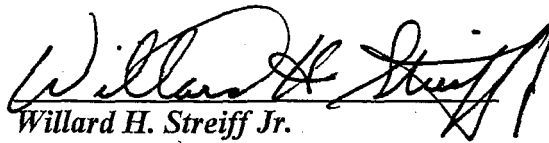


Donald R. Spost Jr.
Field Representative

10/13/14
Dated

FOR THE TOWN

**Town of Floyd
8299 Old Floyd Road
Rome, NY 13440-0441**



Willard H. Streiff Jr.
Town Supervisor

10/23/2014
Dated

