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

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

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE TOWN OF ANNSVILLE

AND

TEAMSTERS UNION, LOCAL 294

EFFECTIVE JANUARY 1, 2015

And

EXPIRING DECEMBER 31, 2017



6

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This Agreement, made this 1<sup>st</sup> day of January 2015, by and between the TOWN OF ANNSVILLE, N.Y., a municipal corporation, hereinafter referred to as the Employer", and TEAMSTERS UNION LOCAL 294, located at 130 Lomond Court, Utica, N.Y. 13502, hereinafter referred to as the Union".

WHEREAS, the parties are desirous of complying with the New York State Public Employment Relations Law and the protection and advancement of the rights of the employees of the Town of Annsville, New York, represented by the Union and for whom they have been certified as the bargaining agent by the Employer, it is agreed as follows.

## **ARTICLE 1**

### **RECOGNITION**

The Employer agrees that the Union shall be the sole and exclusive bargaining agent and representative for the Unit consisting of all full time employees in the Highway Department of the Town of Annsville, New York, excluding part-time, seasonal or casual employees and the Highway Superintendent.

## **ARTICLE 2**

### **DUES DEDUCTIONS**

The Employer agrees to payroll deductions of dues, initiation fees, and/or uniform assessments of employees when properly authorized by the employee and shall remit the same to the Union within ten (10) days of deduction.

**Agency Shop** The Town shall deduct from the wage or salary of those bargaining unit employees who are not members of the union an amount equal to the dues levied by the union in accordance with Chapters 677 and 678 of the laws of 1997 of the State of New York.

**ARTICLE 3**  
**WORKDAY/WORKWEEK**

The normal work week for all employees shall consist of forty (40) hours (inclusive of a one-half (1/2) hour lunch break and one (1) 15-minute coffee break in the morning) consisting of five (5) consecutive eight (8) hour days, Monday through Friday or four (4) consecutive ten (10) hour days, Monday through Thursday. Highway Superintendent shall provide a minimum of five (5) working days notice before amending the work schedule from four (4) days at ten (10) hours to five (5) days at eight (8) hours.

**OVERTIME**

- A. Overtime shall be paid at the rate of time and one-half:
- (a) For all work in excess of forty (40) hours per week (a holiday or scheduled vacation day will be considered a day worked);
  - (b) For all work on Saturday and/or Sunday;
  - (c) For all work performed on a day designated as a holiday in Article XI;
  - (d) an employee may take comp time in lieu of cash.

**PROBATIONARY PERIOD**

Employees that are hired after **January 1, 2012** will have a probationary period of one (1) year. At this time the Highway Superintendent will determine if the probationary bargaining unit employee has performed all aspects of this position and is qualified to be appointed to a full-time bargaining unit employee.

**ARTICLE 4**

**WAGES**

The hourly rates in effect on.....shall be as follows: Hourly Rate:**\$16.70**

<u>Incremental</u>		<u>Years</u>
1 <sup>st</sup> .	<b>.10</b>	0-4
2 <sup>nd</sup> .	<b>.15</b>	5-9
3 <sup>rd</sup> .	<b>.25</b>	10-14
4 <sup>th</sup> .	<b>.50</b>	15-19
		20 - over

\*Incremental raises will be given to members in the aggregate on each member's respective anniversary dates. For example, a member who has reached the fourth incremental shall receive \$1.00 above the base rate.

**The above wage rates will be adjusted and effective as below:**

<b>January 1, 2015</b>	<b>\$0.50 cents per hour</b>
<b>January 1, 2016</b>	<b>\$0.50 cents per hour</b>
<b>January 1, 2017</b>	<b>\$0.50 cents per hour</b>

**New Employees:**

The starting rate of pay for new employees is \$2 less than the regular hourly rate of pay. New employees will receive an annual increase of \$1.00 per hour for a period of two (2) years, bringing them to the regular hourly rate of pay.

**ARTICLE 5**

**OUT OF TITLE/ ONE-MAN PLOWING PAY**

In the event that an employee is transferred to a class of work earning a higher pay than his normal class, he shall be paid the higher rate of pay and for any portion less than one (1) day in said higher class, he shall be paid the higher rate for the entire day, unless the transfer shall be a part of training.

An employee required to perform the duty of operating a vehicle for the purpose of plowing snow will receive one dollar (\$1.00) above his hourly rate of pay while on the winter schedule, this one dollar (\$1.00) increase in the employees hourly rate includes a \$0.25 shift differential that is paid to an employee assigned to work either the "early" or "late" shift, as determined by the Highway Superintendent. Therefore, the entire increase in an employees hourly rate of pay for plowing snow and for the shift differential shall be one dollar (\$1.00).

- a) All employees operating a snow-plow on a one-man basis shall be held save-harmless for any incident causing damage to town equipment, property, and/or damage to property of the public, including but not limited to motor vehicle and for any injury to any individual, further no employee engaged in one-man plowing (OPP) shall be disciplined for any incident occurring as a result of OPP, unless the incident was the result of the employee's grossly negligent or willful behavior as determined by a neutral arbitrator or a court of law. Winter hours schedules shall be from November 15 to April 15.

## **ARTICLE 6**

### **CALL-BACK**

An employee who is called back to work while off duty shall receive a minimum of two (2) hours pay (at overtime rate if otherwise applicable) regardless of how long the employee is required to work.

An employee who is called to work within one (1) hour of his regular work day start time will be paid for the actual time worked with no one hour minimum.

Each employee shall provide the Highway Superintendent with a primary telephone number at which the employee can be reached for call back purposes. The Highway Superintendent will leave a voice mail message if the telephone call is not answered.



The Union Steward will be notified of any employee who fails to answer a call-back telephone call.

## **ARTICLE 7**

### **HEALTH INSURANCE**

A. The members desire health insurance coverage through the New York State Teamsters Council and Hospital Fund (benefits being highest option-all benefits). Each member agrees to allow the Town to deduct thirty five dollars (\$35.00) bi-weekly as a contribution toward Health Insurance premiums for a total of nine hundred (\$900.00) per year. The Town shall pay the remainder of the health insurance premiums. The Town shall allocate sums and make payments for each member's health insurance as agreed in the participation agreement.

## **ARTICLE 8**

### **UNIFORMS**

The Town will provide each employee of the Highway Department an amount equal to \$400.00 annually for the purpose of purchasing work apparel. The Town and the employees shall mutually agree on safety boots and ANSI 3 sweatshirts to be purchased from the \$400.00 monetary benefit. The Town will provide a list of approved clothing that the employees may purchase with the remainder of the \$400.00 monetary benefit.

## **ARTICLE 9**

### **VACATIONS**

Use of vacation time is subject to the prior approval of the Highway Superintendent. Approval of vacation time off will be at the times requested by the employee, subject to the needs of the Highway Department to provide the operations and services it is responsible to provide to the people of the Town of Annsville.

Vacation selection for periods of one (1) week or more will be by seniority within job title.

The current vacation schedule shall be as follows:

After completion of 6 months of service	1 week vacation
After completion of 1 year of service	2 weeks vacation
After completion of 9 years of service	3 weeks vacation
After completion of 14 years of service	4 weeks vacation

## **ARTICLE 10**

### **SICK LEAVE**

- a) Employees receive one (1) day of sick leave credit per every one and one third (1 1/3) months, for a total of nine (9) sick days per year. Employees may accumulate up to a maximum of 180 days of sick leave. Employees may utilize sick days for illness or injury which cause the employee to be unable to perform the duties of his position. An employee absent from work for three (3) days within thirty (30) consecutive days must present a doctor's note (the thirty (30) consecutive days begins with the first absence and a doctors note must be presented following the third absence). An employee returning to work after being absent for more than 30 days, must present a medical release. Employees who have all nine (9) sick days remaining unused at the end of the calendar year will earn two (2) personal days
- b) Sick Leave Incentive – A buy back of sick time shall be available to the members. Each year the members shall be entitled to sell back the remainder of the nine (9) current sick days available for the calendar year at the applicable hourly rate; plus twenty-one (21) days of accumulated sick time at forty dollars (\$40) per day, members must notify the Town Board of their intent to participate and the amount of days they intend to sell back no later than December 31<sup>st</sup> and the Town shall pay the member during the month of January the following year. Members shall also be entitled to sell back accumulated sick time at the time

of retirement, members may accumulate up to 180 sick days and at the retirement shall be paid eighty dollars (\$80) per day for seventy-five percent (75%) of the total sick days the member has accumulated.

## **ARTICLE 11**

### **HOLIDAYS**

1. The Town acknowledges the addition of Veterans Day as an 11<sup>th</sup> Holiday.

Employees receive the following holidays:

- |                   |  |
|-------------------|--|
| 1. New Years Day  | 7. Election Day                        |
| 2. Good Friday    | 8. Veterans Day                        |
| 3. Memorial Day   | 9. Thanksgiving Day                    |
| 4. Fourth of July | 10. Christmas Day                      |
| 5. Labor Day      | 11. Birthday (to be used as a Floater) |
| 6. Columbus Day   |  |

2. The Town recognizes that the July 4<sup>th</sup> Holiday falls during mandatory shutdown and the Town will allow the Friday after Thanksgiving Day to be used in place of July 4<sup>th</sup>.

For the purpose of this section; when a holiday above falls on a Sunday, the Monday following shall be observed as the holiday. An employee required to work on any of the above listed holidays will be paid their regular rate of pay plus 2x their regular rate of pay.

## **ARTICLE 12**

### **PERSONAL LEAVES**

#### **A. PERSONAL LEAVE**

Employees will receive two (2) personal leave days per year. Personal leave days

may not be carried over to a new calendar year. Unused personal leave days will be converted to sick leave.

When an employee calls in for unscheduled time off, the employee must use either personal leave or sick leave (as appropriate), as these accruals do not require prior approval for use.

**B. BEREAVEMENT LEAVE**

1. In the event of a death in a regular employees immediate family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral. For the purpose of such paid Bereavement Leave immediate family shall be defined as the employee's spouse, child or children's parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian, step-children, grandchildren and relatives whose primary residence is with the employee.
2. In the event of a death in a regular employee's family as defined in the section above, the employee shall receive a maximum of two (2) days of Bereavement Leave with pay. For the purpose of this section, family shall include grandparents, aunts and uncles.

**ARTICLE 13**

**COMPENSATORY TIME**

- A. Compensatory time can be earned in lieu of overtime pay at the rate of 1.5 hours for every hour of overtime work. Employees can only earn up to sixty (60) hours of compensatory time per year, and can only use sixty (60) hours of compensatory time per year. All compensatory time that is utilized for time off must be scheduled and approved by the Highway Superintendent prior to use. (72 hour pre-approved).

**ARTICLE 14**  
**LEAVE WITHOUT PAY**

No employee may be absent from work unless he has accumulated appropriate leave time (sick, personal, vacation) to cover such absence. An employee who is absent without appropriate leave credits to cover such absence shall be deemed to be in a "leave without pay" status. An employee who is in this status will be automatically given the following penalties without recourse to the grievance or discipline procedures, except that if an employee contests the employers determination that he was in such status, he may avail himself to the grievance procedure:

- ***First Offense:*** A written warning;
- ***Second Offense:*** Within eighteen (18) months of the first offense, automatic five (5) days suspension without pay;
- ***Third Offense:*** Within eighteen (18) months of first offense, automatic suspension of ten (10) days without pay;
- ***Fourth Offense:*** Within eighteen (18) months of the first offense, automatic termination and deemed to be an automatic resignation from employment by the employee.

**ARTICLE 15**  
**GRIEVANCE PROCEDURE**

**SECTION 1: GRIEVANCES**

A grievance is defined as a claimed violation of a specific term of this Collective Bargaining Agreement in its application or interpretation by the employer.

**Step One**

The Union Seward or other authorized representative of the Union, with or without the employee, will present the grievance orally to the Highway Superintendent or his duly authorized designee within ten (10) work days of its occurrence. The Highway Superintendent or his designee will then attempt to adjust the matter and shall respond to the Steward within five (5) work days.

**Step Two**

If the grievance still remains unresolved, it shall be presented by the Union President or his authorized representative to the Highway Superintendent in writing within ten (10) work days after the response of the Highway Superintendent was due, but in no event later than twenty (20) work days after the occurrence which gave rise to the grievance. The Highway Superintendent shall schedule a meeting within ten (10) work days after receipt of the grievance with the Union President and/or his authorized representative to discuss the grievance. At that time, the Union shall present its case to the Highway Superintendent. The Highway Superintendent shall within ten (10) work days of such meeting set forth an answer to the grievance in writing to the local union president and/or his authorized representative.

**Step Three**

If the grievance remains unresolved, it shall be presented by the Union President and/or his authorized representative to the Town Supervisor in writing within ten (10) work days after the response of the Step Two determination is received, but in no event more than twenty (20) work days after the date of the grievance meeting held during the Step Two process. The Town Supervisor may or may not determine to meet with the Union to discuss the grievance. Within ten (10) work days after receipt of the grievance from the Union, the Town Supervisor will issue a written determination. The Town Supervisor may ratify the determination of the Highway Superintendent or he may write his own determination.

**Step Four**

After receipt of the Town Supervisor's decision, if the Union feels that the grievance is still unresolved, it may, within fifteen (15) work days after receipt of the decision or within fifteen (15) work days after the decision was due from the Town Supervisor, elect to take the matter to binding arbitration.

**SECTION 2: ARBITRATION PROCEDURE**

- A. The arbitration shall be conducted by an arbitrator to be selected by the employer and the union from a list of arbitrators provided by the New York State Public Employment Relations Board, in accordance with the Board's Rules of Procedure.
- B. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.
- C. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this agreement.
- D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

**SECTION 3: MATTERS RELEVANT TO GRIEVANCE PROCEDURES**

- A. The time limits in the grievance procedure may be extended by mutual agreement in writing
- B. Any step of the grievance procedure may be bypassed by mutual agreement, in writing.
- C. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Highway Superintendent by the Union President or his appointed representative.

## **ARTICLE 16**

### **LAYOFFS**

In the event of layoff, the employee shall be given two (2) weeks notice. Layoffs will be conducted by reverse seniority.

## **ARTICLE 17**

### **STRIKE PROHIBITION**

The Union hereby affirms that it does not reserve the right to strike against the Employer in compliance with Section 210 of the Taylor Law.

## **ARTICLE 18**

### **MANAGEMENT RIGHTS**

The parties hereto understand the importance of the normal and orderly conduct of the Town's business and operations and the Union and the employees will cooperate and assist the Town in the performance of its duties to the people of the Town of Annsville, New York. The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment of the covered employees of the Town of Annsville, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs.

## **ARTICLE 19**

### **SENIORITY AND ASSIGNMENT OF OVERTIME**

- a) The principles of seniority will prevail for selection of jobs and for lay-off and recall, however, qualifications shall be a determining factor in job selection.



- b) Seniority shall be defined as the length of service with the Town of Annsville since the last date of hire at the Highway Department.
- c) The seniority roster of all employees of the Town showing names, positions, and dates of entering service shall be posted on an annual basis. The roster will be open to protest and correction for a period of thirty (30) days and, upon proof of error being presented by an employee or his representative, such error will be corrected. A written copy of all rosters posted and corrections made will be furnished to the office of the Union as soon as such rosters or changes are posted.

**ARTICLE 20**  
**UNION STEWARDS**

The Union shall appoint one or more stewards, but the stewards' duties for the Union shall in no way conflict with their duties for the Employer.

**ARTICLE 21**  
**STAFFING/SUBCONTRACTING**

A. If the Town should, in the future, desire to subcontract services traditionally performed by the D.P.W., it will bargain such changes in accordance with legal requirements of the Taylor Law and the New York State Public Employment Relations Board.

**ARTICLE 22**  
**SAFETY**

Employees must perform daily pre-operation inspection of vehicles and equipment as required by the Highway Superintendent. The Employer shall not require employees to take out on the roads or highways any vehicle that is not in safe operating condition or is not equipped with adequate safety

appliances or is not mechanically sound. The Employer agrees to provide employees with proper safety equipment such as Hard Hats, two (2) ANSI 3 Safety Vests per year, hearing and eye protection...etc.

- a) The Town of Annsville agrees to provide, and the Union and the Employees of the Town of Annsville agree to help maintain a Safe and Healthy work place environment that complies with all Federal, State and Local Laws.

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### **ARTICLE 23**

#### **JURY DUTY**

The Town will compensate the employees called to jury duty, by paying to said employees the difference between the remuneration received by said employees from the court system and the monies the said employee would have received from the Town had said employee not been called to jury duty.

### **ARTICLE 24**

#### **MISCELLANEOUS**

Effective at signing, the Town agrees that it will notify the Union by each payroll period of the names and addresses of all new hires, either permanent and/or temporary, who work either out of or for the Highway Department.

**ARTICLE 25**  
**SAVINGS CLAUSE**

In the event that any portion of this Agreement shall be declared invalid or illegal, the remainder of this Agreement shall remain in full force and effect.

**ARTICLE 26**  
**DURATION OF AGREEMENT**

**This Agreement shall continue in full force and effect from January 1<sup>st</sup> 2015 to and including the 31st day of December 2017.**

**ARTICLE 27**  
**LEGISLATIVE**

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 FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## **ARTICLE 28**

### **DISCIPLINE**

- A. The discipline procedure set forth herein shall apply to all employees who have completed their one (1) year probationary period in which an employee must have a N.Y.S. CDL Class B license with air break endorsement. The employer agrees to utilize progressive discipline when the facts and circumstances warrant the utilization of such discipline.

**1<sup>st</sup> offense - written warning**

**2<sup>nd</sup> offense - 5 day suspension**

**3<sup>rd</sup> offense – termination**

The employer may discipline a member of the bargaining unit for just cause. It is understood that theft of property shall result in termination of the employee.

If the union determines that an employee was not disciplined for just cause, it may utilize the final step of the grievance procedure by filing with the Public Employment Relations Board within fifteen (15) work days after the imposition of the discipline that is being reviewed. The arbitration procedures contained in the grievance procedure will apply, except that the issue before the arbitrator will be “Did the employer have just cause for disciplining the employee?”

## **ARTICLE 29**

### **PART TIME SEASONAL WORKERS**

Any part time or seasonal worker employed by the Town in excess of eight (8) consecutive months in any given calendar year must join the bargaining unit.


**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals  
the day and year above written.

FOR THE UNION


FOR THE EMPLOYER

**TEAMSTERS UNION  
LOCAL 294**

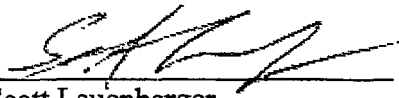
**TOWN OF ANNSVILLE**

  
\_\_\_\_\_  
John Bulgaro  
President/PEO

Date: 5/28/15

  
\_\_\_\_\_  
Donald R. Spost Jr.  
Field Representative

Dated: 12/8/14

  
\_\_\_\_\_  
Scott Leuenberger  
Town Supervisor

Dated: 5/27/15

