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Contract Database Metadata Elements

Title: **Mayfield, Town of and Town of Mayfield Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2016)**

Employer Name: **Mayfield, Town of**

Union: **Town of Mayfield Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

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AGREEMENT

Between

TOWN OF MAYFIELD

And



TEAMSTERS LOCAL 294

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JANUARY 1, 2016 AND EXPIRING DECEMBER 31, 2019

Agreement entered into the 17th day of August 2015 by and between the Town of Mayfield-County of Fulton, New York (hereinafter referred to as the "Town" and Local 294, International Brotherhood of Teamsters, Albany, New York (hereinafter referred to as the "Union").

ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department classified as drivers, equipment operators or laborers. It is understood that whenever it may be in the best interest of the Town of Mayfield to allow part time employees to participate in bargaining unit work it shall always be as a compliment to the work force not as a replacement to the work force further, there shall be a maximum of two (2) part time persons at no more than 20 hours per week per person and senior employees shall always have job preference over part time employees. This shall only occur during the regular working hours of 7:00 a.m. to 3:30p.m. or 6:00a.m. to 4:30 p.m. If the Town of Mayfield requests and the shop steward mutually agree it may occur outside of the aforementioned regular working hours. The part time employees shall never work to avoid paying overtime to a regular fulltime employee or while any employee has been layed off without first giving the layed off employee (s) the opportunity to work no matter how minimum the work may be. The Town of Mayfield agrees that the fulltime workforce of six (6) positions shall not be diminished unless the town is forced to override the state mandated 2% tax cap because it is directly related to the Employees, their wages, or their benefit package.

ARTICLE II

This contract shall for the period commencing January 1, 2016 thru December 31, 2019.

ARTICLE III

January 1st, 2016 - Regular employees shall receive \$20.69 per hour. January 1st, 2017 - Regular employees shall receive \$21.10 per hour. January 1st, 2018 - Regular employees shall receive \$21.52 per hour, January 1, 2019 - Regular employees shall receive \$21.95 per hour. January 1, 2020 - Regular employees shall receive \$22.39 per hour. (The above wages include \$.21 pr. hr. for One Person Plowing)
Any new employee hired after January 1st, 2016 will receive \$1.00 per hour under the full rate for the first sixty (60) calendar days of employment. After sixty (60) calendar days, new employees will receive the full rate of pay.

ARTICLE IV- AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union, or if any employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a bargaining unit union member shall be paid to the Union by such non-member as and for an

agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative. If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the Employees covered hereunder, the monthly membership dues payment and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE V

The workweek shall be as set forth in ARTICLE XVII and procedure and scheduling of vacations and hours of work as now in effect shall remain for the duration of the Agreement.

ARTICLE VI- HEALTH AND WELFARE

Effective January 1, 1997, for employees hired by the Town prior to January 1, 1994, the Town will pay 90% of the premium costs for individual, two-person or family coverage for eligible employees. The employee will pay the remaining 10% portion of the chosen health insurance, whether it is individual, two-person or family coverage. The health and welfare plan provided by the Town will be the plan currently in effect with major medical coverage or a comparable Plan. For Employees hired after January 1, 1994 and before January 1, 2010 the Town will pay 90% of the employee's individual coverage and 50% of such employee's two person or family coverage. For employees hired on or after January 1, 2010, the Town will pay 90% of the employee's individual coverage or 50% of such employee's two-person or 50% of such employee's family coverage. (Example- For employees hired on or after 01/01/2010, the employer will pay one, not both, either 90% of Single or 50% of Two Person or Family) The employee will pay the remaining portion of the health insurance. For prescriptions, the employee will pay the necessary co-pays.

A. The Town will provide an IRS Section 125 Flexible Spending Plan for those members of the bargaining unit who wish to participate. Such plan will include, but not be limited to premium conversion, un-reimbursed medical expenses and dependent care provisions. The Town agrees to continue to offer such plan as long as the Town does not incur a loss from the implementation and administration of such plan. A loss for these purposes shall be defined as a cost to the Town, which exceeds the savings, realized by the Town through implementation of it.

B. Health Insurance Buy Out

1. Any eligible member of the bargaining unit may elect to receive a "cash benefit" instead of the health insurance coverage provided for in this Article. The member must annually elect the cash benefit in writing, which must be submitted to the Highway Superintendent on or before December 1st of each year for election to be effective January 1st of the subsequent fiscal year (1/1 - 12/31). Bargaining unit members appointed on or after February 1st must make the election no later than thirty days after being appointed. No election of the cash benefit will be valid unless accompanied by proof of health insurance coverage.

2. The amount of "cash benefit" to be paid annually by the Town to the entitled bargaining unit member who elects the benefit shall be \$2,000 to those employees otherwise eligible for two-person or family health insurance coverage and \$1,000 to those employees who opt out of individual health insurance coverage. The cash benefit shall be in addition to the unit member's pay and shall be distributed yearly in two equal payments on June 1st and December 1st.

3. Any bargaining unit member who has received a cash benefit payment from the Town in lieu of health insurance coverage and who leaves the employment of the Town prior to June 1st or December 1st shall have a pro-rated portion of such cash benefit adjusted in his/her final paycheck.

4. Any bargaining unit member who has elected the cash benefit in accordance with this provision may be reinstated into the Town plan during the year in which (s) he has elected the cash benefit, provided that (s) he makes a written request for coverage under the Town health insurance plan to the Highway Superintendent. The resumption of coverage shall be governed by the rules, regulations and procedures of the insurance carrier. Any member who opts out of the Town health insurance plan for less than a full year shall receive a pro-rated portion of the cash benefit. The Town and the Union agree to work cooperatively to try to mitigate any problem that arises from the exercise of this option.

5. The Town agrees to continue to offer the health insurance opt-out benefit as long as the Town does not incur a loss from the provision of such benefit to the employees. A loss for these purposes shall be defined as a cost to the Town, which exceeds the savings, realized by the Town through the offering of such benefit.

ARTICLE -VII HOLIDAYS

The following days shall be designated as Holidays covered by this Agreement: New Year's Day, Good Friday, Memorial day, July 4th, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, two (2) roving Holidays and three (3) personal days. The above listed Holidays are paid Holidays. Any employee required to work on said holiday will, in addition to one (1) day's holiday pay, be paid at the rate of time and one-half (1-1/2) the hourly rate for all hours worked on said holiday, except that employees required to work Thanksgiving and/or Christmas will be paid at the rate of two (2) times their normal hourly rate for such work.

Employees may take personal leave in hourly increments upon approval of the Highway Superintendent. No reasonable requests will be denied.

ARTICLE VIII- VACATIONS

Employees shall receive one (1) week's vacation after one (1) year of service, two (2) weeks' vacation after three (3) years of service and three (3) weeks' vacation after ten (10) years of service and three (3) weeks and 1 day of vacation after sixteen (16) years of service and three (3)

weeks and 2 days of vacation after seventeen (17) years of service and 3 weeks and 3 days of vacation after eighteen (18) years of service and three (3) weeks and 4 days after nineteen (19) years of service and four (4) weeks vacation after twenty (20) years of service. The Town will allow employees to take vacation time in hourly increments, subject to the approval of the Highway Superintendent. There will be no banking or accumulation of vacation leave from year to year.

ARTICLE IX -SICK LEAVE

Employees will earn eight (8) hours sick leave per month to a maximum cumulative total of one thousand nine hundred sixty (1960) hours. Such leave shall be accrued at the beginning of each month. Employees will be allowed to use sick leave in hourly increments. Of the maximum accumulation of 1960 hours, up to 1000 hours of such accumulated leave may be used to off set the cost of Health Insurance upon retirement. Once the employee has determined the number of accumulated hours to be used for Health Insurance, any remaining hours, up to 960 hours shall be paid 75% on retirement and compassionate leave. In other words, if an employee has 960 hours remaining, 720 hours shall be paid as retirement and compassionate leave. If an employee has 500 hours remaining, he/she shall be paid not more than 375 hours.

ARTICLE X- BEREAVEMENT

The Town will provide employees with three (3) days bereavement leave for the death of a spouse, child, stepchild, parent, brother and sister, father-in-law, mother-in-law, stepparent, grandparent, half brother, or half-sister.

ARTICLE XI -PRESENT RETIREMENT

The Town agrees to continue a Retirement Program under the New York State Employees' Retirement System that they presently have.

ARTICLE XII

In the event of a disagreement between the parties involving the interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. A representative of the Town will discuss the matter with a representative of the Union within seven (7) days of receipt of notice of said disagreement.
2. If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of their intention to do so, which notice shall be served within ten (10) calendar days from the date of impasse. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Employment Relations Board.

ARTICLE XIII

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit to assist or participate in any such strike or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE XIV

The parties agree hereto that all benefits and privileges enjoyed by the employees in the past shall continue to remain in effect in addition to all the benefits and conditions set forth in the Agreement herein.

ARTICLE XV

It is understood that whenever it may be in the best interest of the Town of Mayfield to allow the Highway Superintendent to participate in bargaining unit work it shall always be as a compliment to the work force not as a replacement to the work force. This shall only occur during the regular working hours of 7:00 a.m. to 3:30 p.m. or 6:00a.m. to 4:30p.m. If the Highway Superintendent requests and the shop steward mutually agree it may occur outside of the aforementioned regular working hours. The Highway Superintendent shall never work to avoid paying overtime to a regular fulltime employee or while any employee has been layed off without first giving the layed off employee (s) the opportunity to work no matter how minimum the work may be.

ARTICLE XVI

Seniority - Employees shall gain seniority on the sixty first (61st) day of employment. Layoff first. Seniority to be held for six (6) months lay off. Overtime and emergency shall be on an equal basis. Whenever a layoff occurs to a seniority employee the employee will be offered all available bargaining unit work no matter the amount of work available. If such employee is contacted and declines or refuses the bargaining unit work the town will no longer be obligated to offer such work in the future. The town shall notify the union immediately of the date and time if a seniority employee who is on layoff declines or refuses such bargaining unit work.

ARTICLE XVII-WORKDAY - WORKWEEK - OVERTIME

A. "Employees normal workweek shall be Monday through Friday and their normal workday will be eight hours exclusive of one-half hour meal break." The shift shall run from 7:00 a.m. to 3:30 p.m.

B. During the May through September months, the Town will have the right to schedule employees to work ten (10) hour shifts of four (4) days a week, Monday through Thursday from 6:00 a.m. to 4:30 p.m., if it is determined that such work shifts better serve the interests of the Town.

C. The employees recognize the right of the Highway Superintendent to call in employees during emergency situations.

D. For new employees hired after January 1st, 1998, the Town may hire new employees on other than the normal Monday-Friday shift, with one provision, that would be that the shifts for those new employees couldn't be changed more than every 30 days. Further, the new employees must be given at least five (5) days notice as to how the shift will be changed, except in emergency conditions.

E Payroll will be Bi-Weekly. Employees will receive paychecks every two weeks, replacing the old practice of weekly payroll.

ARTICLE XVIII

There will be a minimum call-in time that will guarantee the employee four (4) hours on a minimum call-in.

FOR THE EMPLOYER:

FOR THE UNION:

TOWN OF MAYFIELD

LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY Richard Argotsinger
Richard Argotsinger, Supervisor

BY John Bulgaro
John Bulgaro, President

BY Thomas L. Quackenbush
Thomas L. Quackenbush,
Secretary Treasurer