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Contract Database Metadata Elements

Title: **Broadalbin, Town of and Town of Broadalbin Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2015)**

Employer Name: **Broadalbin, Town of**

Union: **Lake Mohegan Professional Firefighters, International Association of Firefighters (IAFF), AFL-CIO**

Local: **294**

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

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BC/8049

AGREEMENT

BETWEEN

TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET
ALBANY, NEW YORK

AND



THE TOWN OF BROADALBIN

1/1/15 — 12/31/18

Agreement entered into this 8th day of May 2018, by and between the TOWN OF BROADALBIN, 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 1.

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department classified as drivers, equipment operators, laborers and mechanics and excluding the Highway Superintendent, temporary, seasonal, and part time employees that may work as a compliment to the bargaining unit but not as a replacement.

ARTICLE 2.

This contract shall be for the period commencing January 1, 2015 through December 31, 2018.

ARTICLE 3. WAGES

January 1, 2015 regular employees shall receive \$21.90 per hour.

January 1, 2016 regular employees shall receive \$21.90 per hour.

January 1, 2017 regular employees shall receive \$21.90 per hour.

January 1, 2018 regular employees shall receive \$22.78 per hour.

Any employee holding a Class A license will receive an additional \$.25 (twenty five cents) per hour. (The above sentence shall no longer apply however, Dan Steele shall continue to receive his .25)

An additional wage of \$5.00 per hour above the existing rate will be paid for all hours worked while performing heavy mechanical work.

Part-time employees will not work more than twenty (20) hours in any one (1) week unless mutually agreed upon. Longevity Increases - A fifteen cent (\$.15) per hour additional wage increase for each five (5) years on the job. (E.g. - five (5) years = \$.15 (fifteen cents) on top of the wage, ten (10) years = \$.30 (thirty cents) on top of the wage rate. There will be an additional lump sum payment of \$104.00 annually in the month of July under the 5 year category and \$208.00 under the 10 year category.

ARTICLE 4. AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a member or who become 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 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 payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE 5. PRESENT RETIREMENT

The Town will continue it's current Pension Program under the New York State Retirement System. The Town will provide 50% of the cost for Single or Two Person Health Coverage during retirement, provided the employee has a minimum of 20 years employment with the Town. After 25 years of employment the Town will pay 75% of the cost for Single or Two Person Coverage. In all cases the retiree must qualify and be receiving a pension from the New York State Pension System. This coverage will only be in effect until the retiree becomes Medicare eligible.

ARTICLE 6. HEALTH & WELFARE

- A. The Town will provide health insurance coverage to each full-time Highway Department employee, with a relatively equal level of benefits and coverage as was provided for in the previous contract. The cost of Health Care will be 10% paid by the employee and 90% paid by the employer for both Single and Two Person Coverage. Family Coverage will be 85% paid by the employer and 15% paid by the employee. The payments made by the employee will be taken as a payroll deduction pre tax. All new fulltime employees shall be eligible to receive the same health benefits as all fulltime employees after completion of 90 days of service.

B. The Town will participate in the NYS Teamsters Council Health and Hospital Fund, Supreme Plan. Coverage will consist of medical, prescription, dental and vision, at the rates listed In the Health Fund Participation Agreement.

D. Employees with Insurance coverage through their spouse will be allowed a one time opt-out. An employee electing an opt-out will receive a \$2,500 annual payment at the end of each year.

ARTICLE 7. GRIEVANCE PROCEDURE AND DISCIPLINARY PROCEDURE

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. The Town Highway Superintendent will discuss the matter with a representative of the Union within three (3) working days of notice of said disagreement.
2. A meeting will be held with the Town Supervisor or representative within seven (7) days unless mutually agreed in writing.
3. 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, unless mutually agreed by the parties in writing. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board, or Mediation Arbitration (MED ARB) under PERB.

Discipline shall be progressive in this order: Verbal Warning, Written Warning, Suspension, and Termination.

ARTICLE 8.

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 member to conduct, assist or participate in such strike.

ARTICLE 9.

The parties agree hereto that all benefits and privileges and conditions 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, duties as set forth by the Town in the past shall be adhered to.

ARTICLE 10. SENIORITY

Employees shall gain seniority on the 60th day of employment. Lay-off and rehire shall be in seniority order. Oldest employee laid-off last and recalled first. Seniority to be held for twelve months on lay-off. Overtime and emergency work shall be on a seniority basis. Full-time employees shall have preference on emergency and overtime work.

ARTICLE 11. WORKDAY-WORKWEEK-OVERTIME

Workday: 6:00 A.M. to 2:30 P.M Employees shall be paid at the rate of time and one half after eight (8) hours or before and after regular scheduled hours. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks per day, one in the morning and one in the afternoon. Employees shall be entitled to a one half hour lunch between the fourth and fifth hour. There will be a minimum call in time that will guarantee the employees three (3) hours on a minimum call in at one and one half time the hourly rate. Sunday work to be paid at time and one half.

- 1) All snow Equipment shall be operated by one person. All regular time spent plowing with the use of a Wing will be paid at the rate\$4.00 per hour over and above the employee's regular rate. Any time spent plowing with the use of a wing, during premium hours, such as, but not limited to, time and one half will be paid at \$6.00 per hour over and above the employee's normal wage.

ARTICLE 12. HOLIDAYS

The following days shall be designated as Holidays covered by this Agreement:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
July 4th	Christmas Day
Labor Day	Martin Luther King Day

The above listed holidays are paid holidays. Any employee required to work on said holiday, will, in addition to one days holiday pay, be paid at the rate of time and one half for all hours worked on said holiday, with the exception of Christmas, Thanksgiving and New Year's, these holidays will be paid in addition to the one day's holiday pay at the rate of double time for all hours worked. In addition to above listed holidays, the employee shall be granted five (5) personal days per year.

Employees called to work on a holiday shall be guaranteed four (4) hours pay.

ARTICLE 13. VACATIONS

Employees shall receive one (1) week vacation after one (1) year of service, two (2) weeks vacation after two (2) years of service, and three (3) weeks vacation after ten (10) years of service, and four (4) weeks' vacation after fifteen (15) years of service, and five (5) weeks vacation after twenty (20) years. Employees hired after January 1, 2018 shall be limited to a maximum of 4 weeks' vacation after fifteen (15) years of service.

ARTICLE 14. SICK LEAVE - COMPASSIONATE LEAVE

A) Employees shall earn sick leave at the rate of one and one-half (1 1/2) days per month, 18 days per year to a maximum cumulative total of 90 days to be paid in accordance with New York State Law. Employees hired after January 1, 2018 shall earn sick leave at the rate of one (1) day per month.

Upon retirement the Town will pay the retiring employee for all unused sick leave, up to the ninety (90) days.

B) In the event of a death in an employee's immediate family, mother, father, step-mother, step-father, spouse, child, brother and sister, an employee shall be entitled to three (3) days paid compassionate leave. An employee shall be entitled to one (1) day paid compassionate leave in the event of a death of an employee's mother-in-law or father-in-law.

ARTICLE 15. STEWARDS

(A) There shall be one (1) steward only in the department.

(B) The steward, during his working hours without loss of time or pay, may investigate and present grievances to the Town.

(C) Seniority of Stewards: Notwithstanding their positions on the seniority list, stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in their department which they can perform, and shall be recalled to work in the event of a lay-off on the first open job in their department which they can perform.

ARTICLE 16. UNIFORM SERVICE

Effective January 1st, 2000 the Town will provide uniforms for each employee and the Town will provide for upkeep and maintenance service.

ARTICLE 17. DRINKING WATER

The Town shall provide suitable drinking water for the employees at the garage.

ARTICLE 18. SAFETY

The Union and Town both realize the importance of job safety. The Town and Employees shall follow all safety rules and regulations of the State of New York, PESH, or any other governing

agency as required by law. This shall include appropriate clothing and personal safety equipment.

ARTICLE 19. BARGAINING UNIT WORK

The Town shall make every effort to ensure all bargaining unit work is performed by bargaining unit employees. Management shall not perform bargaining unit work with the exception of emergency work or until after all available employees are working.

ARTICLE 20. JURY DUTY

If an employee is called for jury duty, the employee is to receive his/her regular pay. If dismissed from jury duty at 10 A.M., or earlier, he/she will return to work.

ARTICLE 21. COMPENSATORY TIME POLICY

It shall be the Town of Broadalbin's policy to accrue Compensatory Time (comp time) in lieu of payment of overtime hours worked by regular full time employees in order to reduce the cost of overtime wages and to assist employee's productivity and effectiveness without extra cost to the Town of Broadalbin. Comp Time is defined as time off granted to a regular full time employee to offset hours worked by the employee over and above those required in the normal course of employment. Regular full time employees are employees who normally are scheduled to work 40 hours or more per week. The accrual of comp time for all other employee's is not allowed.

Violations of this policy may result in disciplinary actions up to and including discharge. Although the Town of Broadalbin intends that the policy will remain in effect, the Town reserves the right to, at any time, amend, curtail, or otherwise revise the policy including the temporary suspension of the policy at the sole discretion of the Town Board.

ACCRUAL

In lieu of overtime compensation, Comp Time will accrue at the rate of one and one half hours for each hour of employment for which overtime compensation is otherwise required and where the employee has not accrued Comp Time in excess of the limit applicable to that employee. Accrual of Comp Time must be approved in advance by the employee's supervisor except in cases of emergency. Supervisors are expected to organize their projects and tasks appropriately to minimize any negative impact on said project by use of Comp Time. Comp Time is not intended for ongoing daily usage, ie, not to reduce every work day to 7 hours. The applicable limit to accrue shall be a maximum of 100 hours. An employee who has reached the maximum accrued Comp Time shall, for additional overtime hours of work, be paid overtime compensation. Time reports of the employee and the supervisor as an agreement between the two parties that the employee will be taking Comp Time in lieu of overtime compensation. Comp Time cannot be accrued to the point where it would be impossible to be utilized by the annual deadline specified below.

UTILIZATION

Comp Time shall be granted when the request for time off is made by the employee at least seven days in advance. Any request for Comp Time off with less than 7 days' notice should be utilized (redeemed) at a time mutually agreeable to the employee and their supervisor. This time will also be utilized with the least amount of disruption to productivity and effectiveness to minimize department hardship. The use of Comp Time must be permitted upon employee request to use it unless to do so would unduly disrupt the employer's operation. In the event a supervisor denies the use of Comp Time that would cause an undue disruption, the supervisor must generate written documentation to support the decision. In order to prevent the excessive accrual of Comp Time and to avoid the extra overtime cost to the Town. The Town may compel an employee to utilize Comp Time at their discretion absent any pre-approved time to use the Comp Time otherwise.

Comp Time will be utilized by October 31 of each year or paid out as overtime in the last pay date prior to January 1. If an employee takes a medical leave of absence, accrued Comp Time shall be added to other appropriate leave time for additional time off and utilized after all other accrued leave time has been exhausted. Upon employment separation, an employee shall be paid for all accrued, unused Comp Time.

Payout at the request of the employee will not be made prior to the payout date above, except if a written request is submitted to the Town Board explaining the hardship the employee has encountered and the Town Board approves the request. Approval of said request for early payout is solely at the discretion of the Town Board.

RECORDKEEPING

Each department will assume responsibility for maintaining adequate overtime/compensatory records for its eligible employees which shall include a documented plan for the scheduled exhaustion of accrued Comp Time balances.

FOR THE TOWN:

TOWN OF BROADALBIN

BY Sheila C. Perry
Supervisor

FOR THE UNION:

TEAMSTERS LOCAL 294, AFFILIATED WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS

BY John Bulgaro
John Bulgaro/President

BY Thomas L Quackenbush
Thomas L Quackenbush
Business Agent