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GEN/10705

# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

## **TOWN OF TRIANGLE**

and the

## **TEAMSTERS LOCAL 693**

January 1, 2013 – December 31, 2015

1/1/13 - 12/31/15

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This is an Agreement entered into by and between the TOWN OF TRIANGLE (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL 693 OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (I.B.T) (hereinafter referred to as the "Union") under Article 14 of the Public Employment Act of the State of New York.

## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees. The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS 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 1 RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment, and all other conditions of employment for the term of this Agreement for all full-time, non-supervisory Employer Highway Department employees including Deputy Highway Superintendent. All other employees, including all casual, seasonal, and temporary employees, the Highway Superintendent and substitute employees are excluded from this Agreement.

## **ARTICLE 2 NO DISCRIMINATION - NO STRIKE**

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of any of the employees within the Unit, whether members of the Union or not; or to encourage a strike, slowdown, or other work stoppage; or to cause, instigate, encourage, or condone the same; and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

## **ARTICLE 3      UNION SECURITY**

1.      Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. State Law affords all Public Workers in New York State the aforesaid rights.
2.      The Employer agrees to make payroll deductions for union dues per pay period at the full rate per month or as certified in writing by the Union and for Agency Fees at one hundred percent (100%) of the current union dues. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims, or expense it may incur resulting from the aforesaid deductions.
3.      Non-union members shall be required to pay an Agency Fee as stated in Article 3.2
4.      The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union at the Highway Garage.
5.      The Employer agrees not to enter into any agreement or contract with its employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.
6.      The Highway Superintendent shall be limited to overtime to two (2) hours of bargaining unit work per day unless all regular employees desiring to work overtime have been given the opportunity to work.

## **ARTICLE 4      INSPECTION PRIVILEGES**

Business agents or their designee of the Union shall have access to the Town of Triangle Garage for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to. Advance notification will be given to the Highway Superintendent with an agreement on time and duration.

## **ARTICLE 5      MANAGEMENT RIGHTS**

Union recognizes the rights of the Town to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America, to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means, and personnel by which its operation are to be conducted; to direct its employees; to determine the number of employees it will employ; to hire, suspend, discharge, discipline for just cause, promote, demote, or transfer; to maintain action to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Town are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town. Any and all rights, powers, and authority the Town had prior to entering into this Agreement, are retained by the Town, except as expressly and specifically abridged, delegated, grated, or modified by this Agreement.

## **ARTICLE 6      STEWARDS**

1. The Employer recognizes the right of the Union to designate a Steward and Alternate Steward to act in the absence of the Steward.
2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities, on the condition the employee acting as Steward will be paid by the Employer for time spent on these duties or activities during working hours:
  - a. The investigation and presentation of grievances or arbitrations in accordance with the grievance article.
  - b. Posting notices, negotiations, and conferences with the Employer.

## **ARTICLE 7      PROBATION**

1. A new employee shall be considered probationary for the first six (6) months of his employment and during this time may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures (except for discharge or discipline for union activity). A probationary employee shall become a regular employee after six (6) calendar months of employment by the Employer.
2. After working six (6) calendar months, a new employee hired in this unit full time shall be placed on the regular employee list as of his first day of full time employment in the unit with the Employer.
3. A new employee in the unit will be hired at 80% of the current wage for the first six (6) months of employment. After working six (6) calendar months, a new employee shall be paid at full rate of pay applicable to the position.

## **ARTICLE 8            GRIEVANCE PROCEDURES**

In the event that any difference, dispute, or controversy should arise between the Union and employee and the Employer over the application and interpretation of the terms of this Agreement, there shall be no work slowdown or work stoppage prior to the resolution of the difference of dispute. An earnest effort will be made to settle such difference immediately and in the following manner:

1.        Informal discussion – An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent of Highways that the discussion constitutes the informal step of the grievance procedure. The Local Steward may be present upon the request of the employee.

2.        Formal grievance procedure – A written grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten (10) work days of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

Step 1 – Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within five (5) workdays of receipt of the grievance, the Superintendent of Highways will meet at which time the grievant and/or the Steward will discuss the complaint. Within five (5) workdays after the meeting, the Superintendent of Highways will render a written decision to the grievant.

Step 2 – Town Supervisor. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) workdays to Step 2 by serving written notice on the Town Supervisor. The Town Supervisor will hold a meeting within ten (10) workdays of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within five (5) workdays after the hearing.

If the decision in Step 2 is unsatisfactory, the parties agree to submit the grievance to the New York State Public Employees Relations Board (PERB) Mediation and Arbitration Service.

The foregoing is the preferred arbitration procedure. However, if for any reason either party (Employer or Union) refuses to participate in such procedure, then, at the sole discretion of the charging party, it may elect to use the services of the New York State Staff Mediation of the PERB regular arbitration procedure.

## **ARTICLE 9           DISCIPLINARY ACTION / DISCHARGE**

1.       The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Just and sufficient cause shall include, but is not limited to: theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, use of alcohol or intoxicants while working, or use of any drugs, barbiturates, or any amphetamines as defined under the Pure Drug and Food Act unless prescribed by a physician. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause.
2.       Any disciplinary action or discharge made within the probationary period as specified in Article 7 of this Agreement shall not be subject to question by the Union or employee or made subject of a grievance or arbitration.
3.       If employment is terminated by either the Employer or employee, only compensation owed and unused accrued vacation shall be paid to the employee.
4.       In case of discharge, the Employer will notify the Business Agent of the Union who shall have the right to investigate. If a discharge occurs for reasons other than those specified in Article 9.1 hereof, and no adjustment can be reached, the issue of whether the employee was discharged for just and sufficient cause may be referred to arbitration as provided for in Article 8 of this Agreement.

## **ARTICLE 10       HOURS OF WORK AND OVERTIME**

1.       The regular work week shall consist of forty (40) hours as follows:  
  
          Winter (First Sunday in November – Last Saturday in March)  
          Monday – Friday       6 a.m. – 2:30 p.m.       5 days per week  
  
          Summer (Last Sunday in March – Last Saturday in November)  
          Monday – Friday       6 a.m. – 4:30 p.m.       4 days per week

The Employer shall pay overtime after 8 hours winter/10 hours summer are worked in one day. In the event of inclement weather, the work day is any 8 hours winter/10 hours summer period from midnight to midnight to be determined by the Highway Superintendent. No split shifts will be used unless the employee agrees. Employees are guaranteed a 40 hour week excluding overtime.

2.       The Employer shall maintain and make available to employees a daily record showing time worked.
3.       Work schedules shall provide for a 15 minute break in the morning and a 15 minute break in the afternoon.
4.       A wash-up time of 10 minutes will be given before lunch and a 10 minute time at the end of the shift.



5. An employee called for emergency duty after an 8 hour winter/10 hour summer shift, in addition to his regular working hours, shall receive not less than 4 hours pay at time and one-half (1.5X) the regular rate of pay and may be sent home after the emergency.
6. Overtime will be paid at time and one-half (1.5X) the regular rate for pay for all hours worked over 8 hours winter/10 hours summer in any one day.
7. Overtime Procedure – Overtime concerning members of the Union and the Town:
  - a. If at any time the Town wants to go to an on-call system, the Town and the Union will discuss same as to the rate of pay.
  - b. Overtime shall be voluntary except in the cases of emergency. (Emergencies are defined as severe weather conditions of snow, rain, wind, ice, etc., requiring prompt action for public safety.)
8. All hours paid are considered as hours worked for overtime.
9. Benefit time is paid at the rate of 8 hours in the winter and 10 hours in the summer.

## ARTICLE 11 WAGES

The Employer will pay the following basic wages to the unit employees:

As of January 1, 2013, the wages for regular employees will be as follows:

Effective 1-1-13	Effective 1-1-14	Effective 1-1-15
(.40/hr)	(.45/hr)	(.45/hr)
\$18.20	\$18.65	\$19.10

(Full retroactivity from 1/1/13 on all hours paid in a separate check)

Full-time employees under this Bargaining Unit can elect to have payroll deductions.

Incentive: After five (5) years of employment, the employee will receive an incentive pay as follows:

\$.01 per hour based on 2080 hours a year times the number of years employed, to be paid on the closest pay period after the employee's anniversary date.

Incentive will be paid in a separate check.

## **ARTICLE 12 HOLIDAYS**

1. Regular full-time employees shall be entitled to the following twelve (12) paid holidays:

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

Should an employee be required to work on one of the above holidays, he/she shall be paid at the rate of time and one-half his regular pay, plus his/her regular day's pay.

## **ARTICLE 13 VACATIONS**

1. Each regular employee will be granted vacations as follows:

After 1 full year	2 weeks paid vacation
After 5 full years	3 weeks paid vacation
After 10 full years	4 weeks paid vacation

3. All unused accrued vacation will be paid to the employee on separation from employment or to his estate upon his death.
4. Vacations must be pre-approved by the Highway Superintendent.
5. One (1) week of vacation will be used for shutdown week.
6. One (1) week vacation can be carried over to a future year or sold back to the Town. If sold back to the town, written notice must be given to the Town Supervisor by November 1<sup>st</sup>.

**ARTICLE 14 HEALTH INSURANCE**

A. It is agreed between the parties that the Employer shall provide family coverage health insurance for all bargaining unit employees. The health insurance plan shall be the Teamsters Health and Hospital Fund Supreme Plan with Medical, Dental and Vision. The rates shall be per the stipulations and guaranteed as presented.

B. The health insurance rates per month shall be the composite rate as follows:

1-1-13	1-1-14	1-1-15
\$1,610.57	\$1,650.82	\$1,683.84

C. The employee’s contribution shall be as follows:

- Effective 1/1/13 +7%
- Effective 1/1/14 +8%
- Effective 1/1/15 +9%

D. The contributions shall be under IRS 125 (Pre-Tax Dollars). This shall be in 26 equal payments.

E. It is further agreed that there shall be no reduction of Health Insurance benefits as presented and agreed upon as of September 1, 2001.

F. Employees hired after 9-1-01 will contribute 10% to the cost of their health insurance.

G. The 30% buyout for health insurance with proof of insurance will be paid each month in a separate check.

H. On retirement with 25 years of service, the town will pay 25% of the cost of single coverage for health insurance.

## **ARTICLE 15      SICK LEAVE**

1. Each employee will accrue to one (1) sick leave day per month or twelve (12) days per year. Sick days may be accumulated to a maximum of one hundred sixty-five (165) days. After three consecutive days of illness, an employee may be required to have a doctor's note.

2. Upon death, resignation, termination, or retirement from employment, any unused sick and personal leave time accumulated before 1-1-02 will be paid. Any sick and personal leave time accumulated after 1-1-02 will not be paid upon death, resignation, termination, or retirement from employment.

3. Upon retirement, the Employer agrees to adopt an appropriate resolution to implement the provision of Section 41 J of the New York Retirement and Social Security Law, so that an employee who meets the requirements set forth in that section shall be granted one (1) days of additional service credit for each day of unused accumulated sick leave which he has at the time of retirement from service, but such credit shall not exceed 165 days, be considered in meeting any service or age requirements, or be considered in computing final average salary.

## **ARTICLE 15A    PERSONAL LEAVE DAYS**

Each employee shall be entitled to three (3) personal leave days. Any unused accumulated personal leave days cannot be carried forward and shall not be paid upon death, resignation, termination, or retirement from employment.

## **ARTICLE 16      WORKERS' COMPENSATION**

Employer shall maintain appropriate statutory Workers' Compensation coverage. Should an employee have accumulated sick leave, personal days, or vacation time, the employee may choose to use any accumulated sick leave, personal days, or vacation time to supplement his/her workers' compensation benefits to keep the employee at full pay while out on workers' compensation. The employee must make the supplemental request in writing and said pay will be supplemented at the rate of one third regular pay for so long as he/she has remaining accumulated sick leave, personal days, or vacation time. The use of vacation and personal leave is at the discretion of the employee only.

## **ARTICLE 17      BEREAVEMENT LEAVE**

1. Four (4) full days with pay will be granted for a death in the immediate family of the employee. "Immediate family" is defined as father, mother, brother, sister, grandparents, grandchild, spouse, children, mother- or father-in-law, stepchildren, domestic partner, sister- or brother-in-law.

2. One day of the four may be held over for interment or memorial service held at a later date.

## **ARTICLE 18 VETERANS AND MILITARY RIGHTS**

All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

## **ARTICLE 19 MAILING ADDRESSES**

The mailing address for the Union shall be 41 HOWARD AVE., BINGHAMTON, NEW YORK 13904.

The mailing address for the Town shall be 2612 LIBERTY ST., PO BOX 289, WHITNEY POINT, NY 13862.

## **ARTICLE 20 PROTECTIVE DEVICES**

1. The Employer shall provide safety equipment as required by Federal or New York State Law.
2. No employee is to drive a vehicle that he/she deems unsafe until it is repaired.
3. In case of overloads, the Town will pay the first two (2) tickets in one (1) calendar year; after that the employee pays.
4. A \$300.00 reimbursement for proper work clothing purchased per year. Reimbursement is based on approved receipt of purchase. Said reimbursement is not to be used for socks, undergarments, etc.

## **ARTICLE 21 RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING**

1. The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred twenty (120) days prior to the expiration date for the purpose of attempting to mutually agree upon amendments to this Agreement.
2. The parties agree that an impasse in such negotiations shall be identified by the failure of the parties to have reached an understanding or agreement.
3. In the event of an impasse, as defined in the law or any rule or regulation, both parties agree to submit to the procedure of the New York State P.E.R.B. in seeking a resolution thereof.
4. This provision is, however, subject to whatever rules and regulations P.E.R.B. may have pertaining to Impasse Procedures.

**ARTICLE 22 SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provision declared illegal.

**ARTICLE 23 RETIREMENT**

The employees of Employer shall continue to be eligible to participate in the New York State Employees Retirement System, subject to applicable provision of the New York Retirement and Social Security Law.

**ARTICLE 24 COMPLETE AGREEMENT; MODIFICATION**

There are no terms, conditions, or obligations other than those contained herein, and there are no written or verbal statements, representations, warranties, or agreement with respect to this Agreement which have not been embodied herein. This Agreement constitutes the complete understanding and agreement of the parties with respect to the subject matter hereof. No modification or amendment of any provisions hereof shall be valid unless in writing and signed by both parties hereto.

**EXECUTION OF AGREEMENT**

**Execution of Agreement:** The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives:

**TOWN OF TRIANGLE**

**TEAMSTERS LOCAL 693**

\_\_\_\_\_  
**Town Supervisor**

\_\_\_\_\_  
**Roberta Dunker  
President & Business Agent**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**