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Title: **Alden, Town of and Town of Alden Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 264 (1997)**

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

Local: **264**

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TO
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AGREEMENT

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Alden, Town Of And lbt Local 264
(Highway Department Unit)

BETWEEN THE

TOWN OF ALDEN UNIT

TEAMSTERS LOCAL 264

AND

**THE TOWN OF ALDEN
ALDEN, N.Y. 14004**

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED**

AUG 29 1997

EXECUTIVE DIRECTOR

THIS AGREEMENT IS MADE AND ENTERED INTO ON THE 1ST DAY OF JANUARY 1997, BY AND BETWEEN THE TOWN OF ALDEN AND THE TOWN OF ALDEN UNIT TEAMSTERS LOCAL 264, AND EXTENDS FOR A PERIOD FROM JANUARY 1ST 1997, THROUGH DECEMBER 31ST, 2000.

(6)

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EMPLOYMENT LAW

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**ARTICLE I
RECOGNITION**

SECTION 1.

The Town of Alden agrees that the Teamsters Local 264 represents all full time employees of the Town of Alden's Highway Department.

SECTION 2.

The period of unchallenged representation status for Teamsters Local 264 shall be for the maximum period under the law.

SECTION 3.

In accordance with Public Employees Fair Employment Law, Article 14, Civil Service Law, recognition is for the purpose of representing the above mentioned employees in negotiations and in the settlement of grievances.

SECTION 4.

Teamsters Local 264 affirms that it does not assert the right to strike against the Town of Alden, to cause, instigate, encourage, or condone any strike, or impose an obligation upon its membership to do the same.

**ARTICLE II
UNION CHECK OFF**

SECTION 1.

Upon the presentation of current membership dues authorization cards as signed by the individual employees, the Town shall deduct bi-weekly from the wages of each employee those monies so designated. The Town shall have no obligation to deduct any monies from the wages of the employees unless the authorization cards are on file with the Town Clerk of the Town of Alden.

The Town agrees to transmit said monies to the Teamsters Local 264, 3907 Genesee St. Buffalo, N.Y. 14225. The individual employees waive all rights and claims for said monies deducted and transmitted in accordance with the dues authorization and hereby relieves the Town and all its officers from any liability thereof.

SECTION 2.

The Town agrees that within 30 days after hiring or termination of any employee, it will furnish the Union with the name and "work addresses" of said employee.

SECTION 3.

Teamsters Local 264 having been recognized or certified as the exclusive representative for employees within the negotiating unit, shall be entitled to have deductions made from the wage or salary of employees of said bargaining unit who are not members of Teamsters Local 264, the amount equivalent to the dues levied by Teamsters Local 264, and the Fiscal or disbursing officer shall make such deductions and transmit the sum to Teamsters Local 264. The fiscal officers making such deductions will transmit these amounts to Teamsters Local 264, 3907 Genesee St. Buffalo, N.Y. 14225. These deductions will be accompanied by a listing indicating the name and address of those employees who are not members of Teamsters Local 264.

Teamsters Local 264 agrees to hold the Town of Alden harmless because of said deduction.

ARTICLE III RIGHTS OF THE UNION

SECTION 1.

The Teamsters Local 264 shall have unchallenged representation status with respect to other employee organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, under the terms and conditions of this agreement, to designate its own representatives and to appear before any appropriate official of the Employer to effect such representation to direct, manage and govern its own affairs; and to pursue all objectives free from any interference, restraint, coercion, or discrimination by the Employer or its agents.

SECTION 2.

The Teamsters Local 264 shall have the sole and exclusive right to pursue any matter or issue under the grievance and appeal procedure in this Agreement; and shall not be held liable to give any nonmember any of its professional, legal, technical, or specialized services.

ARTICLE IV RIGHTS OF THE EMPLOYER

SECTION 1.

Under the terms of this Agreement and pursuant to the Public Employees Fair Employment

Act, The Employer shall negotiate collectively and in good faith with Teamsters Local 264 in the determination and to enter into a written agreement with the Teamsters Local 264.

ARTICLE V RIGHTS OF THE EMPLOYEES

SECTION 1.

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the Teamsters Local 264 without fear of coercion, reprisal, or penalty from the Teamsters Local 264 or the Employer.

SECTION 2.

Employees may join and take an active role in the activities of Local 264 without fear of any kind of reprisals from the Employer or its agents.

ARTICLE VI GRIEVANCE PROCEDURE

A grievance shall be defined as a controversy, misapplication, interpretation and/or a dispute between an employee and the Town in accordance with the terms and conditions of this Agreement.

STEP 1.

When an employee becomes aware of the grievance, he shall have five (5) working days in which to present such grievance to his department head orally.

The department head may render a decision to the employee within forty-eight (48) hours after the employee's presentation.

STEP 2

If the employee is not satisfied with the answer received in Step 1, he may reduce the grievance to writing and present same to the Town Grievance Board. Application to the Grievance Board must be done within ten (10) working days of the original date of the grievance, and the Grievance Board shall render a decision within ten (10) working days after receipt of all applications of grievance.

STEP 3

If the union is not satisfied with the Step 2 answer, they may proceed to arbitration.

The New York State Public Employees Relations Board will be petitioned to send a panel of five (5) arbitrators to each party. The parties shall strike, alternately, names from said panel and the last remaining name shall be the arbitrator.

The parties may further agree, prior to the application of the New York State Public Employees Relations Board, to a mutual agreement of an arbitrator.

The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall not have the power to add to, subtract from, modify, or delete any provision of this agreement.

The cost of the arbitration shall be borne equally by each party.

**ARTICLE VII
SALARY AND LONGEVITY INCREMENTS**

SECTION 1.

Salary increments prescribed for the various grades in the salary schedule shall be granted effective January of each year for employees appointed prior to January 1st, of the same calendar year.

<u>SECTION 2.</u>	1/97	1/98	1/99	1/00
WORKING FOREMAN	\$16.79	\$17.38	\$17.99	\$18.62
MOTOR EQUIPMENT OPERATORS	\$14.71	\$15.22	\$15.75	\$16.30
LABORER(S)	\$ 11.55	\$ 11.95	\$12.37	\$12.80
Darryl Beyer hiring date 5/3/93				
Randall Christ hiring date 6/1/93				

Hiring rate for all laborers will be \$8.50 per hour for all employees hired after 1/1/97. After successful completion of a six months probationary period, as determined by management, the

new employee will be granted an additional raise of \$1.00 per hour beginning with the pay period following the successful completion of the six month probationary period. Thereafter, the new employee will receive a 3.5% increase in salary on the first of January of each of the years covered by this agreement. Any inequities caused by this hiring rate will be the subject of negotiations between the Town of Alden and Teamsters Local 264 when this agreement expires.

SECTION 3.

LONGEVITY PAY:

A. After five (5) years of Employment	\$ 200.
B. After ten (10) years of Employment	\$ 400.
C. After fifteen (15) years of Employment	\$ 600.
D. After twenty (20) years of Employment	\$ 800.
E. After twenty-five (25) years of Employment	\$1,000.

All Longevity payments are to be paid in a separate check on the pay day prior to Christmas. Each Longevity increment will be paid once on the completion of each five year increment.

SECTION 4.

The Town agrees to pay salaries on a bi-weekly basis.

SECTION 5.

Any properly licensed laborer operating motor equipment or heavy equipment for more than three (3) continuous hours on a given work day will be paid at the higher rate for all hours worked that day.

ARTICLE VIII HOURS OF WORK

SECTION 1.

A. The work week shall commence on 12:01 a.m. Saturday and end on 12:00 p.m. Friday. The normal work week shall consist of forty (40) hours to be worked on five (5) consecutive days, Monday through Friday.

B. Work hours will be kept by a time clock. Any employee falsely punching a timeclock will be terminated.

C. Starting time will be at the discretion of management under the concept of Management Rights., but will attempt to establish 6:00 a.m. to 8:00 a.m. as a normal hour to commence work whenever practicable.

SECTION 2.

All paid holidays, paid sick leave days, and all days while on Jury Duty, shall be considered as days worked, whether they are actually worked or not, for purposes of computing days worked over forty (40) hours per week.

SECTION 3.

The Town shall pay an amount equal to the difference between the employee's daily salary and daily Jury Duty paid by the Court (not including travel allowances and reimbursements for expenses) for each day on which the employee reports for or performs jury duty on which he otherwise would have been scheduled to work.

SECTION 4

CALL TIME

Any Employee called for emergency duty in addition to or outside of his regularly scheduled shift shall be paid for a minimum of four (4) hours pay, excluding Sundays and Holidays, providing the employee is willing to work at least four (4) hours on the job he was called in for or other duties the Highway Superintendent may have.

SECTION 5

OVERTIME CLAUSE

All employees covered by this agreement on a Monday through Friday schedule shall be paid time and one half (1 1/2) their regular rate of pay for all work actually performed in excess of forty (40) hours worked in any work week.

SECTION 6

If an employee is required to work on a holiday or a day celebrated as a holiday, they shall receive their regular rate of pay plus time and one half (1 1/2) for each hour worked.

SECTION 7

If an employee is required to work on a Sunday, they shall be paid double their regular rate of pay for each hour worked.

ARTICLE IX

MEDICAL INSURANCE

SECTION 1

The Town Highway Employees will be provided with a health and major medical insurance plan, or HMO, including a \$5.00 copay prescription rider and vision/optical dispensing riders with copay provisions, similar to that provided by Independent Health's Gold Plan (as of the date of this writing) with the cost of this insurance plan to be paid by the town. The Town reserves the right to reopen this section of the contract and modify it as necessary if a National Health Plan is developed during the course of this contract agreement, or if health insurance policy costs increase by more than 6% in a year.

SECTION 2

Employees who retire with twenty (20) or more consecutive years of service to the Town at age 55 or older may convert unused sick leave days, on a one (1) for one (1) basis into the equivalent cash value to be applied by the town for purchasing continued hospitalization coverage utilized by the town for its employees. For example, if an employee retires with 180 unused sick days, he would receive a credit equivalent to 180 day's pay at his current rate to be used by the Town to continue health insurance coverage. In the event the employee expires after his retirement and before his sick leave credit has been exhausted, the unused sickleave days will continue to be utilized in this manner until they are exhausted by his widow. Under no circumstances will an employee receive a lump sum payment for accumulated sick leave upon retirement or separation from service.

SECTION 3

If in the life of this agreement employees may choose to purchase New York State Disability benefits for themselves, the Town agrees to deduct the required amount after receiving a signed authorization card for this purpose.

ARTICLE X RETIREMENT PLAN

The employer shall provide the employees with the benefits of the New York State Retirement System. Employee contribution will be dependent upon which Tier the employee is eligible to enter, as determined by New York State.

ARTICLE XI
HOLIDAYS

SECTION 1

Holidays observed by the Town of Alden for this Contract Period shall be:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veteran's Day
Thanksgiving Day
The day after Thanksgiving Day
Christmas Day

SECTION 2

Holidays falling on Saturday will be observed on the previous Friday. Holidays falling on Sunday will be observed on the following Monday.

SECTION 3

Employees who are on the payroll as of the day before an observed holiday and earn some wages for actual work performed during the week in which the holiday falls will be paid for the holiday.

SECTION 4

A. Holidays will be paid at the employee's straight time rate. (refer to Article VIII, section 6 in reference to holiday pay when employee is required to work).

B. The Highway Superintendent will be responsible for keeping records of compensatory time due and taken by each Highway Department Employee.

ARTICLE XII FUNERAL LEAVE

SECTION 1

In the event of death in the immediate family of an employee, the employee shall be granted three (3) days leave with pay. It shall be understood that the purpose of this provision is solely to compensate an employee for time actually lost from work because of the death of one of the relatives enumerated in section 2 of this article. Holidays, Saturdays, and Sundays shall not be computed as legitimate work days for the purpose of this section.

SECTION 2

The immediate family shall include: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-Law, Father-in-Law, and Grandparents.

SECTION 3

One day off with pay, subject to the provisions of section 1 of this article, shall be granted for the death of Grand-Children, Brother-in-law, and Sister-in-law.

ARTICLE XIII PERSONAL LEAVE

SECTION 1

A. All fulltime employees hired prior to 1/1/85 shall receive four (4) days personal leave per year.

B. All fulltime employees hired after 1/1/85 will receive two (2) days personal leave per year.

SECTION 2

A written application for a personal leave day must be submitted to the Department at least one (1) day in advance except in the case of emergency when a shorter notice may be acceptable. "Personal Business" means an activity that requires an employee's presence during the business day and is of such a nature that cannot be attended accept during work hours.

**ARTICLE XIV
VACATIONS**

More than 1 year but less than 2	1 week
More than 2 years but less than 5	2 weeks
More than 5 years but less than 6	2 weeks and 1 day
More than 6 years but less than 7	2 weeks and 2 days
More than 7 years but less than 8	2 weeks and 3 days
More than 8 years but less than 9	2 weeks and 4 days
Ten years but less than 15	3 weeks
Fifteen years but less than 20	4 weeks

After 20 years of service, One (1) day will be added each year to the twenty-fifth (25th) year to a total maximum of five weeks vacation after 25 years of service. It is understood that 1 week equals 40 hours and 1 day equals 8 hours.

SECTION 1

The vacation periods of employees will be arranged so that they do not unreasonably interfere with the operation of the Highway Department. In so far as practical, the employee will be permitted to take a period satisfactory to him. When more employees desire the same vacation period than can be permitted to be absent, preference will be based on length of service.

SECTION 2

When an established holiday or its observance fall on a normal week day within the vacation period of an employee, an additional vacation day will be granted.

SECTION 3

It is the responsibility of the Highway Department to see that all employees take their allotted vacations within the calendar year.

ARTICLE XV
SICK LEAVE

SECTION 1

A. All fulltime employees hired prior to 1/1/85 will accrue sick leave at the rate of one and one-half (1 1/2) days per month, which shall accumulate to a maximum of one hundred eighty (180) days.

B. All fulltime employees hired after 1/1/85 will accrue sick leave at the rate of one (1) day per month, which may accumulate to a maximum of 165 days.

SECTION 2

Employees taking sick leave are to report their absence not later than one (1) hour prior to their normal starting time, in order to be credited with sick leave use.

SECTION 3

The Highway Superintendent will be responsible for keeping a record of accrued sick leave and use thereof.

SECTION 4

An absence due to illness will be verified by a doctor's certificate upon the employee's returning to work if said absence exceeds three consecutive days.

SECTION 5

The Superintendent of Highways may at his discretion make a personal call to verify the employee's absence due to illness.

ARTICLE XVI
EMPLOYMENT SECURITY

SECTION 1

All employees of the Highway Department in the non-competitive class and/or labor classes shall be afforded the full protection of Section 75 of the State Civil Service Law as it relates to suspension, demotion, discharge, or formal reprimand, after they have served a probationary period of six continuous months.

SECTION 2

Seniority is that factor which will prevail in case of promotion, demotion, lay-off, recall, and reduction in forces according to employee qualifications. An employee's seniority date shall be the date he begins his employment with the town.

SECTION 3

In the case of job abolishment, reduction in forces, lay-off, and recall, the following procedure shall prevail:

A. The employee involved shall have the right to replace another employee who has a lesser seniority date, providing, however, that the replaced employee has the same title.

B. If any employee cannot replace anyone within his title because of lack of seniority, he may replace someone in another title, with less seniority, if qualified.

C. Employees shall be recalled in reverse order of lay-off.

D. All benefits for new employees will begin after six (6) months of continuous service, except for Holiday pay which is covered in Article XI

SECTION 4

If the vacancy occurs within the non-competitive classification with the town, the following procedure shall prevail:

A. The job to be filled will be posted on the bulletin board for a period of five (5) working days. The posting will show (1) job title (2) rate of pay (3) location (4) a space for interested employees to sign their names.

B. After five (5) working days, the most senior employee shall be offered the job if he meets the following qualifications: (1) physical ability (2) aptitude (3) seniority. With (1) and (2) being equal, (3) will prevail.

ARTICLE XVII PUBLIC EMPLOYEE'S FAIR EMPLOYMENT LAW

SECTION 204 A

Agreements between Public Employees and Employee Organizations

"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 additional fund thereof, shall not become effective until the appropriate Legislative body has given approval."

**ARTICLE XVIII
RESIDENCY REQUIREMENTS**

SECTION 1

All employees must be residents of the Town of Alden and if at the time of the beginning of this Agreement, any employee resides beyond the geographic limits of the Town of Alden, said employee will have ninety (90) days to establish residency within the Town of Alden or his employment will terminate and he will have no further rights under this agreement.

**ARTICLE XIX
MISCELLANEOUS**

SECTION 1

There shall be three (3) men assigned per truck for all trash pickups.

SECTION 2

The Town shall grant three (3) days per year for the Union Steward or his representative to attend Union functions with no loss of pay or benefits. The Union Steward shall give written notice at least forty-eight (48) hours prior to the need of such leave to the Superintendent of Highways.

**ARTICLE XX
DURATION**

SECTION 1

This contract shall be effective as of January 1st, 1997, and continue in effect through December 31st, 2000.

It is agreed by and between the parties that any provision of this agreement requiring Legislative action to permit its implementation or by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate Legislative body has given approval.

**ARTICLE XXI
DRUG/ALCOHOL TESTING AND POLICY**

The Town of Alden has developed and adopted a mandatory drug and alcohol testing program

pursuant to federal regulations for those employees who fall under the Federal mandatory testing guidelines due to their possession of certain operator's licenses and driving duties. The Town of Alden's Drug and Alcohol Testing Policy and Program are appended to and the provisions therein made a part of this agreement.

FOR THE TOWN OF ALDEN

FOR THE UNION

Richard A. Savage
Supervisor, Town of Alden

James P. Gale
President/ Local 264

LETTER OF MEMORANDUM
AND UNDERSTANDING

This letter will be an addendum to the collective bargaining agreement between the Town of Alden and Highway workers members Teamsters Local 264.

Employees may be allowed to take trucks home with them for the purpose of checking road conditions early in the day to evaluate the need for additional manpower at an off time. This letter is not meant to eliminate Article VIII, section 4 Call Time, but is understood that it is a non-precedent agreement made under mutual consent.

The employee will be paid for time spent but will in this instance not be paid for the Four (4) hour guarantee.

This Memorandum of Understanding may be terminated by either party if abuses arise in its interpretation.

TOWN OF ALDEN

TEAMSTERS LOCAL 264

Richard A. Savage
Supervisor, Town of Alden

James P. Gale
President Local 264

Greg F. Meljones
Highway Superintendent

Daniel Benson
Steward