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

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BC/9711/12

AGREEMENT

By and Between

TOWN OF COXSACKIE

AND

TEAMSTERS LOCAL # 294

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2013 — December 31, 2015

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THIS AGREEMENT, Made this day of May \_\_\_\_\_ 2013 by and between the Town of Coxsackie, (hereinafter referred to as "Employer") and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as "Union").  
Term: through December 31, 2012.

WITNESSETH:

ARTICLE I - CONDITIONS AND SCOPE OF AGREEMENT

A. Highway Department, Town of Coxsackie, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Department, which will enhance the working program of the Highway Department, Town of Coxsackie and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

B. To assure equitable treatment of its employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies shall be construed for the accomplishment of this purpose:

C. Hereby agrees to recognize Teamsters Local 294, I.B.T., located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of all regular full-time and part-time employees of the Department. Excluded from the bargaining unit are the Superintendent of Highways, Deputy Superintendent (Foreman) of Highways, and all temporary, seasonal and per diem employees. The Superintendent of Highways and Deputy Superintendent of Highways (Foreman) shall be working supervisors. However, no bargaining unit members shall be laid off as a result of the fact that the Superintendent and Deputy Superintendent will be working supervisors.

ARTICLE II - UNION SECURITY

A. Dues Deduction: The Employer agrees to deduct Union dues and premiums for Union-sponsored insurance and benefit programs from the wages of employees who are members of the Union, and transmit these amounts to the Union.

B. Agency Shop Fee: The Employer agrees to deduct from the wages or salaries of employees in the Unit who are not members of the Union an amount equivalent to the dues levied by the Union and transmit these amounts to the Union pursuant to law.

C. Stewards: The Employer recognizes the right of the Union to designate one job steward and one alternate steward from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement, provided there be no interruption of normal work operations;
2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a. has been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments;
3. The steward shall be allowed reasonable paid time for attending administrative proceedings (negotiations, grievance meetings, hearings) between the Employer and the Union; and
4. The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward(s).

### ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority: Employees shall be placed on the seniority list after serving twenty-six (26) weeks of probationary employment after which the employees' seniority will then revert back to the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, or
2. Resignation, or
- 3, Failure to return from a leave of absence, or 4.  
Failure to return after being notified of a recall.

C. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last employee on the seniority list shall be laid off first, provided the remaining employees are qualified to perform the available work. If the remaining employees are not qualified, then those employees who are not qualified are laid off first. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified to perform the available work. It is requested that two (2) weeks written notice be given on lay-offs by the Employer to the employee involved except in an emergency.

2. In the event of a recall, the laid-off employee shall be given notice of recall by registered or certified mail, sent to the address last provided to the Employer by the employee. The Employer will maintain a recall list for three (3) years following any lay-offs or deductions in force. Within five (5) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his/her intent to return to work and must actually report for work within ten (10) calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the ten (10) calendar day period. In the event the employee fails to comply with the above provisions, (s)he shall lose all seniority rights under this Agreement and shall be considered as a voluntary quit.
3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority. Any leave of absence shall be pursuant to a written agreement between the Town and the employee.

#### ARTICLE IV - PROHIBITION OF STRIKES

Neither the Union nor any of its members covered hereunder shall engage in a strike against the Employer herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

#### ARTICLE V - GRIEVANCE PROCEDURE

A. Purpose: It is the intent of the Employer and the Union that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in any later grievance proceedings.

#### B. Definitions:

1. A "grievance" is any dispute concerning the interpretation, application or claimed violation of a specific term or provision of the Agreement.
2. An "employee" shall mean any person in the bargaining unit covered by this Agreement.
3. The "Union" shall mean Teamsters Local 294.

4. An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Union and (when it submits a grievance) the Employer.
5. A "day" as used here shall be deemed to mean a calendar day.

C. Submission of Grievances

1. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement alleged to be violated, the place where the alleged events or conditions constituting the grievance existed, and, if known, the identity of the person(s) responsible for causing such events or conditions and a general statement of the grievance and remedy sought by the aggrieved party.
2. An employee or group of employees may submit grievances which effect them personally and shall submit such grievances to the immediate supervisor.
3. The Union may submit any class grievance. It shall be submitted directly to the Mayor.

D. Grievance Procedure: Prior to initiating a formal written grievance, an employee or the Union is encouraged to resolve disputes informally with the appropriate immediate supervisor.

1. Step One: The employee shall present the grievance to the Department Head no later than fifteen (15) calendar days after the date on which the act or omission giving rise to the grievance occurred or the employee knew of or should have known of the act or omission. The Department Head shall meet with the aggrieved party and issue a written decision no later than ten (10) calendar days following the receipt of the grievance.
2. Step Two: If the aggrieved party is not satisfied with the response, or if no response is received within the required period the aggrieved party may file the grievance with the Supervisor within ten (10) calendar days after receipt of the first step decision, or within ten (10) days after the first step decision should have been received, if no decision is received. The Mayor shall, upon request, meet with the aggrieved party and issue a written decision no later than ten (10) calendar days following the receipt of the grievance.
3. Step Three: In the event that the Union is not satisfied with the Step Three decision, or if no response is received within the required period, the Union may within twenty (20) calendar days after receiving the response, or if no response is rendered, within twenty (20) calendar days

after the response should have been received, refer the grievance to binding arbitration through the PERB panel. The parties shall adhere to the rules regarding the selection of arbitrators.

The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and shall be binding and final on both parties. The arbitrator's power will be limited to interpreting the express written provisions of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. Any decision of the arbitrator shall be reviewable pursuant to Article 75 of the Civil Practice Law and Rules.

The arbitration award must be rendered within 30 calendar days after the close of the hearing, unless otherwise agreed to by the parties.

The timely processing of the grievance through the grievance procedure shall be a condition precedent to arbitration, unless otherwise mutually agreed to by the parties.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this Agreement. The cost of the services of the arbitrator will be borne equally by the Town and the UNION.

#### ARTICLE VI - SEPARATION FROM EMPLOYMENT

A. Upon separation from employment, the Employer shall pay all money due the employee on the pay day in the pay period next following such separation. All vacation leave accruals will be paid upon separation.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear accepted.

#### ARTICLE VII - EQUIPMENT

A. The Employer shall comply with all applicable state and federal laws, rules and regulations relating to safety.

B. The Employer shall provide each employee with eleven sets of uniforms annually and 2 (two) jackets with liners



C. The Employer shall provide and maintain gloves, rain gear, appropriate Carhart bib coveralls and Carhart winter jackets. In addition to the above the Employer shall pay each employee up to \$150.00 work shoe allowance annually. The employee must either provide the Town a receipt for the work shoes or use a voucher provided by the Town.

#### ARTICLE VIII - PAY PERIOD

A. All employees hereunder shall be paid in full bi-weekly on the last scheduled day of the week. When the regular pay day on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions from pay for any purpose. Such statement shall also record all accruals.

#### ARTICLE IX - VACATIONS

A. Employees shall receive paid vacations as follows:

- 1 year of service - 1 week
- 2 - 10 years of service - 2 weeks
- 10 - 15 years of service - 3 weeks
- OVER 15 - years of service - 4 weeks

B. Vacation leave shall be permitted to be carried over to the following year, to a maximum of eight (8) weeks. Employees may sell back one (1) week annually.

C. The use of vacation leave will be subject to the approval of the Highway Superintendent; such approval will not be unreasonably withheld.

D. Employees will not be allowed to take more than ten (10) consecutive days of vacation at any one time.

#### ARTICLE X - HOLIDAYS

A. All employees covered hereunder shall be entitled to the following:

- |                    |   |
|--------------------|---|
| New Year's Day     | Labor Day                                   |
| President's Day    | Columbus Day                                |
| Martin Luther King | Veteran's Day                               |
| Day Memorial Day   | Thanksgiving Day                            |
| Election Day July  | Christmas                                   |
| 4th                | Any other holiday celebrated<br>by the Town |

B. To be paid for a holiday, an employee must be on pay status on the work day immediately preceding and following the holiday, unless previously approved by management.

C. Anyone required to work on holidays, shall be paid doubletime for all hours worked plus Holiday pay. If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day. Any employee required to work on a holiday shall be guaranteed three (3) hours show-up pay, or actual hours worked if more than three (3).

#### ARTICLE XI - SICK LEAVE

Each employee shall accrue sick leave at the rate of one (1) day per month twelve (12) days per year effective January 1<sup>st</sup> of each year. Employees may accrue sick days up to eighty (80) days. Employees will be allowed to use sick leave in four (4) hour blocks of time.

#### ARTICLE XII - PERSONAL LEAVE

There shall be three (3) personal leave days per year non-cumulative. Personal leave is available, only to attend to matters which cannot be attended to outside of normal work hours. Personal leave may not be used immediately before or after a holiday or vacation, without prior approval. Personal days may be used upon two (2) hours notice to the Employer and will not be unreasonably denied. Personal leave may be used in hourly blocks.

#### ARTICLE XIII - BEREAVEMENT LEAVE

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death in the family, i.e., parents of husband and wife, children, spouse, brother and sister. One (1) day for grandparent(s). Bereavement days shall be computed on an eight (8) hour day basis.

The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

#### ARTICLE XIV - BREAK/LUNCH

There shall be a fifteen (15) minute paid morning break daily. There shall be a thirty (30) minute unpaid lunch between the fourth and fifth hour of work.

#### ARTICLE XV RETIREMENT

Eligible employees shall be enrolled in the New York State Employees Retirement System.

## ARTICLE XVI - INSURANCE

A. The Employer shall participate in the NYS Teamsters Benefit Fund (Select Plan), and, effective June 1, 2009, shall pay ninety-five (95%) percent of the premiums for individual, two-person, and family health insurance plans, in accordance with signed stipulations. The employees shall pay five (5%) percent of such applicable premiums. Effective January 1, 2011, the Employer will pay ninety (90%) percent of the premiums for individual, two-person, and family health insurance plans and the employee shall pay ten (10%) percent of such applicable premiums. Upon retirement, the Employer shall continue to pay health insurance premiums for eligible Employees and their families in accordance with past practice. Eligible Employees who opt not to take the insurance from the Employer shall receive \$2,000 annually payable on November 1 of each year.

B. New York State Disability Insurance: The Employer shall provide for each employee New York State Disability Insurance.

## ARTICLE XVII - WORK DAY AND WORK WEEK

A. The normal work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

B. The work day shall be eight (8) consecutive hours, Monday through Friday, and the starting time shall be 7:00 A.M. It is understood that the employees will be given at least one (1) week's notice of change in the work week schedule, except in the case of an emergency outside the control of the Employer from October 15 until April 15. Thereafter, the Employees shall be scheduled on four (4), ten (10) hour days, and the starting time shall be 6 A.M.

C. Employees shall receive overtime pay at the rate of one and one half times the regular pay for all hours worked in excess of eight (8) hours per day, ten (10) per day and/or forty (40) hours per week. All time worked outside normal scheduled hours shall be considered time and one half (1-1/2) for payroll purposes.

D. Employees called to work outside the normal work day schedule shall be guaranteed three (3) hours show-up pay (plus actual).

E. The Employer shall provide the employee(s) who are required to be on call with a minimum three (3) hour guarantee plus actual time worked.

F. The assignment of overtime shall be in accordance with overtime equalization and rotated equally among qualified bargaining unit members.

**ARTICLE XVIII - TIME CLOCKS/KRONOS**

All bargaining unit members will punch time clocks or the appropriate Kronos time/leave accounting system at the beginning and end of each day and when they leave and return to the building during the work day for personal reasons.

**ARTICLE XIX - DRUG AND ALCOHOL PROGRAM**

A. Prohibition: No employee shall report to work or remain on duty while under the influence of alcohol or illegal drugs. The use, possession, or sale of alcohol or illegal drugs by and employee during working hours or on the Employer's property is prohibited. The use, sale, or possession, or being under the influence of alcohol or illegal drugs while on duty shall result in termination of employment.

B.1. Testing: With reasonable cause, the Employer may require an employee to submit to a blood or breath testing, urinalysis, or other screening in connection with a physical examination when:

(a) The use of alcohol or drugs or other impairing substance during work or within close proximity to reporting time is indicated;

(b) The appearance, behavior, or actions of an employee seem to be consistent with the use of alcohol or illegal drugs; or

(c) Incidents or accidents resulting in injury, lost time, or damage to property occur under conditions which justify such testing in the judgment of the Employer.

B.2. The Employer, in its discretion, may require random testing of employees. No employee shall be subject to a random test more than once per calendar year.

B.3. An employee's refusal to consent to such a test when requested will create a presumption that the employee has violated this policy, and such refusal will result in termination of employment.

C. Searches: The Employer may, without prior notice and with reasonable cause, conduct searches for alcohol, illegal drugs, or drug paraphernalia on the Employer's premises or the Employer's property.

D. Standards: The Employer shall apply to employees the standards set forth in the DOT regulations as they may be updated or amended for drug screen and confirmatory test cutoff levels, testing procedures, chain of custody rules, laboratory certification, and medical review.

## ARTICLE XX - TOWN HALL WORK

The Highway Superintendent may assign work at the Town Hall to bargaining unit members. Such work may include repair work, painting, cleaning, light construction or build-out work, etc. Bargaining unit members who are qualified to perform the tasks at the Town Hall will be provided the opportunity, from a seniority list, to perform the work. The Employer will provide the tools and materials necessary for the work.

## ARTICLE XXI - WAGES

A. The hourly wage rate for employees shall be increased as follows: Starting Rates <sup>1</sup>

Foreman	\$19.24	Effective January 1, 2013	+2%
Motor Equipment Operator	\$17.62	Effective January 1, 2014 -	+2%
Laborer	\$15.91	Effective January 1, 2015 -	+2%
Part Time Help	\$14.60		

B. If an employee is directed to use his own vehicle for Employer business, mileage shall be paid at the IRS rate.

## ARTICLE XXII - WORKERS' COMPENSATION PAYMENT

Workers' Compensation shall be as provided by law.

## ARTICLE XXIII - DISCIPLINE

The Employer shall have the right to discipline, suspend and discharge any employee for just cause. In respect to discharge or suspension, the Employer shall give one (1) documented verbal warning notice and one (1) written warning notice of any infraction against such employee to the employee and a copy of the same to the Shop Steward.

The parties agree that aforementioned steps need not be followed in cases such as:

1. Employee theft
2. An employee being under the influence of alcohol or an illegal substance while on duty.
3. Unprovoked physical violence while on duty
4. Punching the time card of another employee for the purpose of stealing time
5. Negligence resulting in a serious accident
6. Conviction of a crime which constitutes a felony
7. Carrying unauthorized passengers in a Town vehicle

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<sup>1</sup> Starting rates will not increase during the duration of the contract.

8. incarceration
9. Insubordination/willful disobedience where the employee has been provided notice of the order, rule or directive and the consequences for disobeying or failing to follow such order, rule or directive.

#### ARTICLE XXIV - DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same one hundred twenty days (120) days prior to the expiration date thereof or any subsequent anniversary date. This Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

#### ARTICLE XXV - GENERAL CONDITIONS

A. The Employer shall ensure all equipment is maintained in proper and safe working order. A water cooler will be provided at work sites, and a water fountain maintained in the Town Garage.

B. Plow "wingmen" shall be approved by Highway Department Foreman prior to the onset of the winter season. Wingmen shall be present for the duration of all major snow plowing events.

C. New positions created within the bargaining unit (or current positions that become available) shall be posted for bid for at least five (5) work days. The Employer shall have the right to choose the best applicant to the job (internal or external). However, if all qualifications are deemed equal, seniority will be the primary factor in making the staff decision.

D. The Employer shall create and maintain job descriptions for all bargaining unit positions.

E. The Employer shall not subterfuge the work of the bargaining unit by having non-bargaining unit personnel performing bargaining unit work in off- hours.

#### ARTICLE XXVI - PAST BENEFITS & PRIVILEGES

The Employer and the Union each agree that all benefits, privileges and conditions are set forth in this Agreement.

#### ARTICLE XXVII - MANAGEMENT RIGHTS

Except as expressly limited by provisions of this Agreement, all the authority, rights and responsibilities possessed by the Town are retained by it

including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Town, the right to determine and control work practices, assignments, and schedules, and the right to determine the facilities, methods, means and number of personnel required' for conduct of the Town programs.

IT IS AGREED BY AND 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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL. THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY

DATED: 12/01/13

TOWN OF COXSACKIE  
TOWN HALL  
COXSACKIE, NY 12051

TEAMSTERS LOCAL 294  
890 THIRD STREET  
ALBANY, NY 12206

By: 

By: 

By: 