

**AGREEMENT**

**BETWEEN**

**TOWN OF BETHANY**

**AND**

**TEAMSTERS LOCAL 264  
BUFFALO, NEW YORK  
AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD  
OF  
TEAMSTERS**

**EFFECTIVE  
JANUARY 1, 2014 - DECEMBER 31, 2017**

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## LEGISLATIVE REVIEW

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 THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

## STATEMENT OF PURPOSE

It shall be the policy of the Town of Bethany in the purpose of this Agreement to promote harmonious and cooperative relationships between the Town and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions. This Agreement is made between the Town of Bethany, hereinafter referred to as the "Employer" and Teamsters Local #264, affiliated with the International Brotherhood of Teamsters hereafter referred to as the "Union".

WHEREAS, it is the intent and purpose of the parties hereto set forth herein the basic agreement governing wages, hours of work, and other conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE 1 RECOGNITION

Section 1.1 - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for the purpose of establishing salaries, wages, hours, and other conditions of employment and the administration of grievances arising thereunder for the term of this Agreement for all full-time and regular part-time Highway Department employees employed by The Town of Bethany. Excluded are the elected officials, confidential and seasonal employees.

Section 1.2 - The period of unchallenged representation for the Union shall be the maximum permitted by the Taylor Law.

## ARTICLE 2 DEFINITIONS

### SEASONAL EMPLOYEES

Section 2.1 - Individuals rendering winter assistance, snow plowing or otherwise, between (November 1 - March 31) will be considered seasonal employees.

Section 2.2 - Seasonal employees are not entitled to the protection and benefits afforded by this collective bargaining agreement and are excluded from the bargaining unit.

Section 2.3 - The use of seasonal employees will not infringe upon or cause a reduction of the working hours of full-time employees and will not result in a reduction of the work force.

## ARTICLE 3 MANAGEMENT RIGHTS

The Union and the employees covered by this Agreement agree that, except as expressly limited by specific provisions of this Agreement, all of the authority, rights, functions and responsibilities possessed by the Employer are retained by it, including but not limited to: the right to change existing or introduce new equipment, operations, methods or facilities as determined to be in the best interest of the Employer; to direct, deploy and utilize the work force; to determine nature and extent of work; to schedule operations, to layoff and recall employees; to discharge or suspend employees for just cause; to determine and enforce reasonable work rules, and occupational health and safety standards; provided that these rights shall not be contrary to the specific provisions of this Agreement.

**ARTICLE 4**  
**NO STRIKE CLAUSE**

**Section 4.1** - The Union recognizes the status of the Town of Bethany Bargaining Unit employees as "Public Employees" and the provisions of the law applicable thereto.

**Section 4.2** - The Union shall not engage in a strike, nor cause, instigate, encourage or condone one. In the event a strike or work stoppage occurs, the Union shall exert its best efforts to prevent and terminate the same.

**Section 4.3** - No lock out of employees shall be instituted by the Employer during the term of this Agreement.

**ARTICLE 5**  
**DUES CHECK OFF AND AUTHORIZATION**

**Section 5.1** - An employee desiring to become a member of the Union may execute a written authorization in the form annexed hereto as Appendix A ("Authorization"). Upon receipt of the Authorization from an employee, the Town shall, pursuant to the authorization, deduct dues from the wages of each employee so authorizing each pay period.

**Section 5.2** - The Employer following each pay period from which those deductions are made will transmit the amount so deducted to the Union within thirty (30) days. All transmittals shall be sent out by a listing of the members from whom the deductions have been made and the amount deducted from each to:

**TEAMSTERS LOCAL #264**  
**35 TYROL DRIVE**  
**CHEEKTOWAGA, NEW YORK 14227**

**Section 5.3** - The Union shall certify to the Employer in writing the current rate of membership dues and shall give the Employer thirty (30) days notice prior to the effective date of any changes.

**Section 5.4** - An authorization by any employee shall continue in effect until such employee notifies the Town, in writing, of his desire to cancel or change the Authorization. The Town upon receipt of such written cancellation or change shall forward a copy thereof to the Union, by registered mail.

**Section 5.5 - Agency Shop:** For bargaining unit members who are not members of the Union, the employer shall make an Agency Shop deduction, of an amount equal to the amount of Union membership dues, for the term of the Agreement. Such amount shall be deducted and transmitted in the same manner as set forth above in Section 5.2. The Union hereby agrees to indemnify to hold harmless and to defend the Town from any claim, cost, liability, expense and expenditure related directly or indirectly to any such deduction or the application or spending thereof.

**Section 5.6** - If, through inadvertence or error, the Town fails or neglects to make a dues or Agency Shop deduction which is properly due and owing from an employee's pay, such dues or Agency Shop deduction shall be made from the next pay due the employee and transmitted as set forth in Section 5.2 above.

**Section 5.7** - On the effective date of this Agreement, the Employer shall supply to the Union at the address listed in 5.2 above, a list of all current employees in the bargaining unit showing the employee's full name, home address, social security number, job title, work location, membership status, insurance deductions and first date of employment. Such information shall hereafter be provided to the above if any changes occur.

**ARTICLE 6**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 6.1** - The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 6.2** - In connection with the equal employment opportunity program of the United States, the Employer pledges its full support to Executive Order 11246 of September 1965 as amended by Executive Order 11375 dated October 13, 1968, in continuing its well established policy to provide equal employment opportunities for all individuals on the basis of qualifications and merit without regard to race, color, creed, age, sex, religious affiliation or national origin, which policy the Union enthusiastically endorses.

**Section 6.3** - All references to employees in the Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

**Section 6.4** - The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any lawful employee activity in an official capacity on behalf of the Union.

**Section 6.5** - The Union recognizes its responsibility as Bargaining Agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**ARTICLE 7**  
**MAINTENANCE OF BENEFITS/STANDARDS**

**Section 7.1** - All conditions or practices beneficial to employees, now in effect which are not specifically provided for in this Agreement, shall remain in effect for the duration of this Agreement, unless mutually agreed otherwise between the Employer and the Union.

**ARTICLE 8**  
**BULLETIN BOARD**

**Section 8.1** - The Employer agrees to provide suitable space for the Union bulletin board in the Town's Highway Garage. Postings by the Union on such boards are to be confined to official business of the Union. The Employer will provide said bulletin boards.

**ARTICLE 9**  
**ACCESS TO EMPLOYEES**

**Section 9.1** - The Employer will furnish the Union with the name, address and job title of any newly hired bargaining unit employees as necessary. It is understood that it is the obligation of an employee to notify the Employer of any change in address, phone number, name, marital status as soon as possible once changes are made. This information will be held in strict confidence and will not be used to harass any employee.

**Section 9.2** - Business Agents of the Local, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that this Agreement is adhered to. Such access shall not interfere with the normal operations of the Employer's facility.

**ARTICLE 10**  
**UNION BUSINESS**

**Section 10.1** - A properly designated Union Steward shall be allowed necessary time off, without loss of pay, while directly involved in the manner provided in the grievance procedure. The Union Steward or Union Business Representative shall advise the *Highway Superintendent* of the grievance and schedule the activity at a time mutually agreeable to all.

**ARTICLE 11**  
**DISCIPLINE & DISCHARGE**

Section 11.1 - An employee shall not be disciplined, suspended or discharged except for just cause. Any employee who is to be discharged or suspended shall be granted the right to be accompanied by a Union Steward or representative at the time that such discharge or suspension is imposed. The Employer will provide the Union with copies of any and all written disciplinary notices imposed upon the employee within three (3) business days of the date of said penalty is imposed.

Section 11.2 - The Employer has the right to make reasonable rules and regulations, the Union has the right to grieve those which they consider are unreasonable.

Section 11.3 - All disciplinary notices shall remain in the employee's file indefinitely, but shall only be used against the employee for the previous eighteen (18) months.

Section 11.4 - An annual performance review will be conducted.

**ARTICLE 12**  
**HOURS**

Section 12.1 - The work week shall be five (5) consecutive days (Monday through Friday) consisting of eight (8) hours per day and forty (40) hours per week.

Section 12.2 - The normal shift shall be from 7:00AM to 3:30PM.

Section 12.3 - Upon mutual agreement between the Union and the Town, a non-winter schedule from approximately May 1<sup>st</sup> until October 31<sup>st</sup> will be in effect. Said schedule may commence earlier than May 1<sup>st</sup> or run later than October 31<sup>st</sup> if the parties agree. Such schedule would consist of (4) consecutive days (Monday through Thursday) consisting of ten (10) hours per day and forty hours per week.

Section 12.4 - The summer shift when in effect shall be 6:00AM to 4:30PM.

Section 12.5 - An employee called for emergency duty in addition to or outside of said employees normal shift described above shall be guaranteed a minimum of two (2) hours of pay at the rate of one and one half (1 & ½) said employees hourly wage. Pay shall be limited to once in a 24 hour period.

Section 12.6 - All employees are to receive one half (1/2) hour unpaid lunch period per day, as well as two (2) fifteen minute breaks per day, which may be combined into one half (1/2) hour paid break per day.

**ARTICLE 13**  
**OVERTIME**

Section 13.1 - All hours worked in excess of eight (8) hours per day and in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1 & 1/2) the employees hourly rate.

Section 13.2 - If and when working normally scheduled ten (10) hours shifts, time and one-half (1 & ½) will be paid for all hours worked in excess of ten (10) in one day, pursuant to Article 12.3

Section 13.3 - All hours worked outside of normal scheduled shift to be paid at rate of 1 ½ times their normal rate of pay.

Section 13.4 - All hours paid shall be considered hours worked for the computation of overtime.

Section 13.5 - Employees will have the option to receive cash payment for overtime or compensation time. (Example: Eight hours overtime will equal twelve hours of compensation time or pay) Said compensation time is not to exceed 80 hours.

Section 13.6 - All compensation time requests will be submitted at least one week prior to start date.

**Section 13.7 -** All employees are to decide by the end of the work week if they choose cash payment of compensation time for over-time. Over-time will be paid unless the employee notes on their time sheet that they request hours to be used for compensation time.

**Section 13.8 -** Compensation time must be taken in the year that it is earned.

**ARTICLE 14  
HOLIDAYS**

**Section 14.1 -** Paid Holidays observed by the Town of Bethany Highway Department will be as follows:

New Year's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Employee's Birthday  
Floating Holiday (1 Day)

Christmas Eve and New Year's Eve will be given off at the discretion of the Highway Superintendent, but shall not be treated as a Holiday if required to work.

**Section 14.2 -** Holidays falling on Saturday will be observed on the previous Friday (or Thursday if on a 10 hour schedule) and Holidays falling on Sunday will be observed on the following Monday.

**Section 14.3 -** Any employee who is on the payroll will receive holiday pay after their probationary period.

**Section 14.4 -** Holidays will be paid at the employee's straight time rate. If an employee is required to work on a holiday or a day celebrated as a holiday, they shall receive their holiday pay plus time and one-half (1 & 1/2) for each hour worked.

**Section 14.5 -** To be eligible for Holiday Pay, an employee must work his last scheduled day before the Holiday and the next scheduled day after the Holiday.

**ARTICLE 15  
VACATIONS**

**Section 15.1 -** Full-time employees having one (1) year or more of service shall be entitled to a vacation benefit as follows:

<u>Years of Service</u>	<u>Vacation Benefit</u>
Less than 1 year	See 15.8 – "transition period"
1 year but less than 3 years	1 weeks (5 Days)
3 years but less than 10 years	2 weeks (10 Days)
10 years but less than 15 years	3 weeks (15 Days)
15 years	4 weeks (20 Days)
17 years	4 weeks & 1 Days (21 Days)
19 years	4 weeks & 2 Days (22 Days)
21 years	4 weeks & 3 Days (23 Days)
23 years	4 weeks & 4 Days (24 Days)
25 years and over	5 weeks (25 Days)

**Section 15.2** - Vacation time will be taken subject to the Highway Superintendent's approval. In the event of a vacation being taken during a shut down week, there shall be a minimum of two (2) Town of Bethany employees working, one of which shall be the designated Deputy Highway Superintendent or the Highway Superintendent. Only one employee may be on vacation at a time, unless otherwise approved by the Highway Superintendent.

**Section 15.3** - If a holiday occurs during an employee's vacation, the holiday will not be charged against vacation credits.

**Section 15.4** - An employee who retires, or is laid off prior to taking his vacation, shall be compensated for the accumulated vacation credits. The employee's estate will receive compensation for an employee's unused vacation in case of the death of an employee.

**Section 15.5** - Vacations shall be scheduled with the Highway Superintendent with two weeks notice prior to time off for days exceeding two (2) days in duration. Such approval shall not be unreasonably denied.

**Section 15.6** - No employee shall suffer a reduction in any vacation benefits as a result of this agreement.

**Section 15.7** - Transition Period. For Employees hired during the year the days provided for vacation and paid absenteeism will be prorated from the date of hire to the following January 1<sup>st</sup>. After that, service will be calculated on a calendar year basis. (January 1 to January 1)

## **ARTICLE 16** **SICK LEAVE**

**Section 16.1** - Each contract year, employees will be entitled to twelve (12) paid sick days per year, accrued at one day per month, which may accumulate to a maximum of sixty-five (65) days. If the employee has used all twelve (12) sick days and accrued sick time prior to the end of the calendar year, unpaid days or vacation time will be used. The next year's sick time or vacation time may not be used.

**Section 16.2** - A record of the employee's approved sick leave shall be kept by the Highway Superintendent and shall be related to the employee upon request.

**Section 16.3** - Any absence due to sickness of three (3) or more consecutive full or half days will permit the Employer to require a Physician's certificate. An employee's failure to provide a requested certificate may result in loss of sick pay.

**Section 16.4** - **Reinstatement of Sick Leave:** When an employee is reinstated into the same position or re-employed to a position in the bargaining unit within one (1) year following layoff, sick leave credits accumulated at the time of layoff shall be restored.

**Section 16.5** - If an employee retires from Town service and is eligible to receive New York State Retirement System payments or if an employee is permanently unable to work because of a work related disability, such employee may apply the then current value of all of his accumulated sick time for application by the Town to health insurance premiums for such employee or spouse.

**Section 16.6** - When an employee retires from Town service, he may cash in his accumulated sick leave, if he chooses to repudiate the option outlined in Section 16.5 above. Said employee must present his desire in writing.

**Section 16.7** - During the period of sick leave, the Employer shall continue to provide the current New York State Disability Benefits, or its equivalent at its option.

**ARTICLE 17**  
**FUNERAL LEAVE**

**Section 17.1** - In the event of death in the immediate family of an employee, he or she shall be entitled to three (3) scheduled work days, including holidays and weekends.

**Section 17.2** - The immediate family shall be defined as: Father, Mother, Spouse, Children, Brother, Sister, Mother-in-law, Father-in-law, Step-Children, Brother-in-law, Sister-in-law, Grandparents, Spouses Grandparents, and Grandchildren.

**Section 17.3** - In the event of the death of an Aunt or an Uncle, the employee shall be granted one (1) day of leave without loss of pay to attend the funeral.

**ARTICLE 18**  
**PERSONAL LEAVE**

**Section 18.1** - All Highway employees shall be granted two (2) paid leave days per year for the purpose of conducting personal business.

**Section 18.2** - Request for personal leave must be submitted to the Highway Superintendent in writing at least twenty-four (24) hours in advance, except in an emergency, unless waived by the Highway Superintendent.

**ARTICLE 19**  
**LEAVE FOR JURY DUTY**

**Section 19.1** - On proof of the necessity of jury service, leave of absence with pay shall be granted to an employee for that purpose upon receipt of proof of attendance from the court clerk.

**Section 19.2** - Employees will report to work prior to or subsequent to the performance of their jury duty on the same day if the complete day is not all credited to jury duty.

**ARTICLE 20**  
**LEAVE OF ABSENCE WITHOUT PAY**

**Section 20.1** - Application for leave without pay may be filed by an employee, in writing, with the Superintendent. Such application shall state the reason for the requested leave and the duration thereof. If approved by the Highway Superintendent, the application shall be submitted to the Town Board and leave of absence shall be granted or denied in sole discretion of the Town Board. The Town Board will set forth conditions for the leave as granted.

**ARTICLE 21**  
**RETIREMENT**

**Section 21.1** - The Employer will continue to provide employees, subject to correction, retirement benefits now provided pursuant to Section 75 (i) and Article 14 of the New York State Retirement Law and Social Security Law.

**ARTICLE 22**  
**HEALTH INSURANCE**

Section 22.1 - Beginning January 1, 2012, the Employer will provide all bargaining unit employees of the Town of Bethany with: "New York State Teamsters Council Health and Hospital Fund – "Classic Medical Plan" coverage with riders, at no cost to current bargaining employees. Rates as per stipulation agreement.

Section 22.2 - In the event the Town or Union can find a health insurance plan containing coverage that meets or exceeds the current plan, a change of plans may take place. Any new plan would still be provided at no cost to bargaining unit members, and no bargaining unit shall suffer and reductions in coverage as a result of any changes.

Section 22.3 – New employees hired after ratification date to pay 15% toward health insurance for a fixed term of 3 years.

**ARTICLE 23**  
**SENIORITY**

Section 23.1 - Seniority shall be defined as length of continuous service from the date of hire with the Employer.

Section 23.2 - In the event of a lay off, seniority shall determine the order in which such employees are laid off, those employees with the greater seniority being the last laid off.

Section 23.3 - Any recall of laid off employees shall be in the inverse order of lay off.

Section 23.4 - Seniority shall terminate upon:

1. Discharge for just cause.
2. Voluntary quitting of job.
3. Layoff for a period of over one (1) year.
4. Employees on layoff will be notified of recall by certified letter, and the employee's seniority shall terminate unless he reports to work within two (2) weeks after the certified letter is signed for.

Section 23.5 - All new employees shall be probationary for a period of ninety (90) calendar days during which time said employee may be suspended, dismissed, discharged or laid off at the sole discretion of the Employer.

**ARTICLE 24**  
**GRIEVANCE PROCEDURE**

Section 24.1 - Defined - A grievance is any controversy between the Town and the Union with respect to interpretation or application of any of the terms of this Agreement or compliance with any of the terms of this Agreement.

Section 24.2 - Procedure - All grievances as defined above shall be settled in the following manner:

Step 1:

The aggrieved party and steward shall first discuss the grievance with his/her immediate supervisor with the objective of resolving the matter informally.

**Step 2:**

If the matter is not resolved at the above Step, it will be submitted as a grievance in writing on the executed form to be provided by the Union and presented to the supervisor within ten (10) calendar days after the reason for the grievance has occurred. The grievance shall include the name(s) and position(s) of the aggrieved party; the current date; and the details of the grievance and relief requested, including the specific clauses or provisions of the Agreement alleged to be violated.

A meeting between the designated Employer representative and a Union Business Representative will be held within seven (7) calendar days after receipt of the written grievance. Within seven (7) calendar days after such meeting, the Employer will provide the Union with a written response to its grievance.

**Step 3:**

If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to an arbitrator, providing such written submission is made within (10) calendar days after receipt of the Step 2 written response. The Employer and the Union agree that the arbitrator shall be selected by mutual agreement or from the panel submitted either by the Federal Mediation and Conciliation Service, the American Arbitration Association, or the New York State Public Employment Relations Board. The arbitrator shall have no power or authority to add to, detract from or modify, explicitly or implicitly, any express term of this Agreement, and his authority shall be limited to deciding only whether a specific provision of this Agreement has been violated. Only one (1) grievance shall be submitted to or be heard by an individual arbitrator except by mutual written agreement of the parties. The decision of the arbitrator shall be final and binding upon the parties hereto. In any event, should either party fail to comply with the arbitrator's award, the parties agree that either party may petition a court of competent jurisdiction to confirm and enforce said award and that judgment may be entered thereon unless the award is vacated by court order. The expense and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union.

**Section 24.3 - Time Limits**

- a) The time within which an appeal may be filed at a higher Step of this procedure shall be measured from the date of receipt of the grievance answer.

The time limits set forth above may be extended by mutual agreement in writing to the Employer and the Union.

**ARTICLE 25  
GENERAL PROVISIONS**

**Section 25.1** – The Town will supply each employee with gloves, rainwear and two pairs of coveralls per year. Additionally, the Employer will provide each Highway Employee up to \$300.00 per year upon proof of purchase for work related apparel. Receipts shall be required for reimbursement, and applicable items must meet ANSI approval.

**Section 25.2** - During snow removal operations, for safety reasons, employees may request a wingman. The Highway Superintendent may approve such request.

**Section 25.3** - The Union and the Employer recognize the importance of Community Service. Accordingly those members who are active in the Town of Bethany fire department will be permitted to attend emergency calls during their working hours without suffering a reduction in pay.

**Section 25.4** - Employees shall be paid in accordance with the wage rates set forth in Appendix B of this Agreement.

**Section 25.5** - The Employer agrees to maintain a sanitary workplace with hot and cold running water, as well as water that is suitable for drinking.

**Section 25.6** - No employee will be required to work in violation of any applicable government regulation relating to safety of persons or equipment or a dangerous condition.

Section 25.7 - Upon request, a member will be given the opportunity to review his file. If a member receives disciplinary action, any portion of this file to be relied on by the Town in support of such disciplinary action will be open for review upon request by the Union representative and the member. Further, any rebuttal letter written by the affected member related to the disciplinary letter will also be placed in his personnel file. The Town can not use any discipline notices in support of disciplinary action if the member had not been provided with written notice of the prior disciplinary action at the time discipline was assessed. A copy of all disciplinary letters issued to members will be forwarded to the Union.

Section 25.8 - The Town and the Union recognize the importance of community service. Accordingly, bargaining unit members who choose to do so, may elect to donate blood to a certified blood donation center and shall receive up to four (4) hours of pay for time off to make said donation. This provision may be exercised no more than five (5) times per year per bargaining unit member. Proof of said donation may be required by the Town in order to receive compensation under this Article.

#### **ARTICLE 26** **SUBCONTRACTING**

Section 26.1 - For the purpose of preserving work and job opportunities for the employees of the bargaining unit, the Employer agrees that, during the specified length of this contract, no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to employees covered under the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part by the Employer to any non unit employees, unless otherwise provided in this Agreement.

Section 26.2 - If the Employer, upon the expiration of this Agreement, should determine to either subcontract, transfer, lease, assign or convey, in whole or in part, any work or services of the kind, nature or type covered by, presently performed or hereafter assigned to the unit, no such contract shall be entered into until the Employer has completed negotiations of the decision and its impact thereof with the Union.

Section 26.3 - Nothing contained in this Article shall effect the Town's ability to subcontract should a bona fide emergency situation arise, or if a project is undertaken which in the sole judgment of the Town Board which would require work to be done by an independent contractor because of the amount of work, complexity of the work or the time which would be required to be devoted or the time in which the work must be completed.

#### **ARTICLE 27** **DURATION AND TERMINATION**

Section 27.1 - This Agreement shall be effective as of the first day of January 2014, and shall continue in full force and effect until the 31st day of December 2017.

Section 27.2 - If either party desires to terminate or modify this Agreement it shall, one hundred eighty (180) days prior to the termination date, give written notice of such desire by certified mail to the other party.

Section 27.3 - This Agreement shall be binding upon the Employer, the Union, and its successors, assignees, lessees or transferees of the Employer or any other parties to contracts with the Employer, which successors, assignees, lessees, transferees or parties provide similar to those provided by members of the bargaining unit represented by the Union.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the 20 day of JUNE 2015.

FOR THE UNION:

Brian Dickman  
PRESIDENT / PEO

FOR THE EMPLOYER:

Carl Nyquist  
SUPERVISOR

**APPENDIX A**

**UNION MEMBERSHIP AUTHORIZATION CARD/DUES CHECK-OFF**



**APPLICATION AND NOTICE**  
**For Membership in Local Union No. \_\_\_\_\_**  
 Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union \_\_\_\_\_, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by Federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT \_\_\_\_\_ Occupation \_\_\_\_\_  
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)  
 Street \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Employer \_\_\_\_\_ Employment Date \_\_\_\_\_  
 Street \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Initiation Fee \$ \_\_\_\_\_ Paid to \_\_\_\_\_  
 Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_  
 Have you ever been a member of a Teamster Local Union? \_\_\_\_\_  
 If yes, what Local Union No. \_\_\_\_\_

DATE OF APPLICATION SIGNATURE OF APPLICANT  
 White Copy to Local Union Yellow Copy to Local Union Pink Copy to Applicant



**CHECKOFF AUTHORIZATION AND ASSIGNMENT**

I, \_\_\_\_\_ (Print Name) hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fee and uniform assessments of Local Union \_\_\_\_\_, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union. This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature \_\_\_\_\_  
 Social Security Number \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
 Employer \_\_\_\_\_

**Union dues are not deductible as charitable contributions for Federal Income Tax purposes.**  
 White Copy to Local Union Yellow Copy to Company Pink Copy to Applicant

**APPENDIX B**  
**WAGE RATES**

<b>Effective</b>	<b>1/1/2014</b>	<b>1/1/2015</b>	<b>1/1/2016</b>	<b>1/1/2017</b>
<i>Highway Department MEOs</i>	\$20.56	\$20.97	\$21.38	\$21.81
<i>Highway Department Laborers</i>	\$12.54	\$12.79	\$13.05	\$13.31

Persons assigned to the position of "Deputy Highway Superintendent" shall receive a fifty (.50) cents per hour premium added to their appropriate MEO rate.

All newly hired employees will receive a probationary rate of pay which is \$1.00 per hour under the current prevailing Full-Time Highway rate. Said Employees shall receive a fifty (.50) cents raise at the end of the probationary period, and shall be brought up to the appropriate prevailing contractual rate of pay after the next 9 months, or one year of employment with the Town.

## **MEMORANDUM OF AGREEMENT**

**A flat \$200.00 amount will reflect retroactive pay for wages for the year 2014.**

**Wages for 2015 will be retroactive to 1/1/2015.**

**THE NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND**  
**MONTHLY PARTICIPATION AGREEMENT**

1. (a) This Monthly Participation Agreement (hereinafter "Participation Agreement"), executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Council Health and Hospital Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows:

Covered Group of Employees (Define) MEO's

	<i>Rates of Contribution:</i>	<i>Monthly</i>	
Effective	1/1/2014	\$1,487.22	<b>CONTRACT TYPE:</b> <input type="checkbox"/> FREIGHT - Area <input type="checkbox"/> CONSTRUCTION <input checked="" type="checkbox"/> MUNICIPAL <input type="checkbox"/> OTHER
Effective	1/1/2015	\$1,517.01	
Effective	7/1/2015	\$1,298.31	
Effective	1/1/2016	\$1,350.31	
Effective	1/1/2017	\$1,417.78	
Effective			
Effective			

Covered Employees:  Bargaining  Non-Bargaining

Contribution rates are effective each January subsequent to the initial date of this Participation Agreement.

Select one in each category below:

(i) Rates:  Component Rates - with Addendum/Selection Form  Composite Rate – see above

(ii) Benefits:  Highest Option - All benefits  Alternate Benefit Plans - Per attached selection form

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the twenty-fifth (25<sup>th</sup>) day of the month preceding the month in which benefits are to be provided, except when otherwise agreed by the Fund.

Benefits shall be effective the first day of the month for which contributions are required to be made for employees covered under this Participation Agreement. Benefits shall terminate on the last day of the month in which contributions are required and paid.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply

with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 4 weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 1/1/2014 and continue until expiration of the collective bargaining agreement on 12/31/2017. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union, unless the Employer gives the Fund at least sixty (60) days written notice of its intent to terminate participation subject, however, to the

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discretion of the Trustees. The Employer shall pay any contribution rate increases in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 1/1/2014  
Expiration date of collective bargaining agreement: 12/31/2017

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. To the extent there exist any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 264

EMPLOYER: Town of Bethany

ADDRESS: 35 Tyrol Drive  
Cheektowaga, NY 14227

ADDRESS: 10510 Bethany Center Road  
East Bethany, NY 14054

SIGNATURE: *Brian C. Dickman*

SIGNATURE: *Carl Hyde*

PRINT NAME: Brian C. Dickman

PRINT NAME: Carl Hyde

PRINT TITLE: President/PEO

PRINT TITLE: Town Supervisor

DATE: 6-15-15

DATE: 6-22-15

NEW YORK STATE TEAMSTERS COUNCIL HEALTH AND HOSPITAL FUND  
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NY 13221-4928

SIGNATURE: *[Signature]*  
EXECUTIVE ADMINISTRATOR

DATE: 6/26/15

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2014

Benefit Type	Benefit Description or Option Selected	Monthly Rate
		\$1,487.22
Medical and RX Plan – Required	Select	1,272.83
Dental – Optional	Option 1	135.76
Vision – Optional	Yes	23.10
Disability – Optional	Option 1	26.21
Death/AD&D – Optional	Option 1	13.34
Legal - Optional	Yes	15.99

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 264

Employer Name:  
Town of Bethany

Bruce Chacko  
Signature

Carl L. [Signature]  
Signature

Title President/PEO Date 6-15-15

Title Town Supervisor Date 6-22-15

Approved by: [Signature] Executive Administrator Date 6/16/15

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2015

Benefit Type	Benefit Description or Option Selected	Monthly Rate
		\$1,517.01
Medical and RX Plan – Required	Select	1,298.31
Dental – Optional	Option 1	138.49
Vision – Optional	Yes	23.57
Disability – Optional	Option 1	26.74
Death/AD&D – Optional	Option 1	13.61
Legal - Optional	Yes	16.29

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 264

Employer Name:

Town of Bethany

Brian Richter  
Signature

Carl L. [Signature]  
Signature

Title President/PEO Date 6-15-15

Title Town Supervisor Date 6-22-15

Approved by: \_\_\_\_\_ Executive Administrator Date 6/16/15

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 7/1/2015

Benefit Type	Benefit Description or Option Selected	Monthly Rate
		<b>\$1,298.31</b>
Medical and RX Plan – Required	Classic	1,095.90
Dental – Optional	Option 1	138.49
Vision – Optional	Yes	23.57
Disability – Optional	Option 1	26.74
Death/AD&D – Optional	Option 1	13.61
Legal - Optional		

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 264

Employer Name:

Town of Bethany

Bruce Black  
Signature

Carl L. [Signature]  
Signature

Title President/PEO Date 6-15-15

Title Town Supervisor Date 6-22-15

Approved by: \_\_\_\_\_ Executive Administrator Date 6/26/15

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2016

Benefit Type	Benefit Description or Option Selected	Monthly Rate
		<b>\$1,350.31</b>
Medical and RX Plan – Required	Classic	1,139.75
Dental – Optional	Option 1	144.04
Vision – Optional	Yes	24.53
Disability – Optional	Option 1	27.82
Death/AD&D – Optional	Option 1	14.17
Legal - Optional		

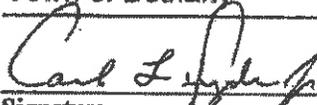
By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 264

Employer Name:

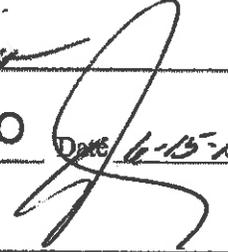
Town of Bethany

  
Signature

  
Signature

Title President/PEO Date 6-15-15

Title Town Supervisor Date 6-22-15

Approved by:  Executive Administrator Date 6/20/15

**NEW YORK STATE TEAMSTERS COUNCIL  
HEALTH AND HOSPITAL FUND**

**BENEFIT SELECTION FORM**

The Benefit Plan Options selected below are subject to the rules, regulations, and rates described in the Participation Agreement executed by the undersigned parties concurrent with the execution of this form. After the initial effective date, all subsequent rate changes are effective January 1<sup>st</sup> of each year during the term of the collective bargaining agreement.

For period beginning 1/1/2017

Benefit Type	Benefit Description or Option Selected	Monthly Rate
		<b>\$1,417.78</b>
Medical and RX Plan - Required	<b>Classic</b>	1,196.74
Dental - Optional	<b>Option 1</b>	151.23
Vision - Optional	<b>Yes</b>	25.74
Disability - Optional	<b>Option 1</b>	29.21
Death/AD&D - Optional	<b>Option 1</b>	14.86
Legal - Optional		

By signature below the parties signify their agreement to the Benefit Options selected.

Local Union No. 264

*Bruno... [Signature]*  
Signature

Title President/PEO Date 6-15-15

Employer Name:  
Town of Bethany

*Carl... [Signature]*  
Signature

Title Town Supervisor Date 6-22-15

Approved by: \_\_\_\_\_ Executive Administrator Date 6/26/15