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Somers, Town Of And Ibt Local 456
(Somers Highway Dept)

TO/BC

COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF SOMERS

and

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL 456

Effective: July 16, 1999 to December 31, 2002

INTERNATIONAL BROTHERHOOD
OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA, LOCAL 456

OCT 08 2002

INTERNATIONAL BROTHERHOOD

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THIS AGREEMENT by and between the **TOWN OF SOMERS**, a municipal corporation of the State of New York (hereinafter referred to as the "Town") and the **INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 456, I.B.T.** (hereinafter referred to as the "Union") with offices at 160 South Central Avenue, Elmsford, New York 10523.

ARTICLE I

UNIT

This Agreement shall apply to all Town of Somers Highway Department employees holding the title of General Foreman, Mechanic's Helper, Mechanic, Heavy Motor Equipment Operator, Motor Equipment Operator, Laborer, Road Maintainer and all other blue collar employees of the Town of Somers Highway Department, but excluding the Superintendent of Highways, the Deputy Superintendent of Highways, and clerical employees.

ARTICLE II

RECOGNITION

Section 1: The Union, having heretofore presented appropriate evidence that it represents the majority of the employees in said Highway Department has been certified (PERB Case No. C-4871) as the exclusive employee organization representing said employees for the purpose of collective negotiations with the Town in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement herewith executed.

Section 2: The Town agrees that, upon presentation of dues deduction authorization cards, signed by the individual employees to which this Agreement is applicable, it will make

deductions from the wages of such employees in the amounts so designated on the authorization cards as membership dues deductions and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within twenty (20) days after the last day of the month for which deductions were made. The Town agrees that for employees to which this Agreement is applicable who are not members of the Union, it will make monthly deductions from the wages of such members in the amount equivalent to the dues levied by the Union and will remit such deductions to the Union, together with a list of employees from whose wages such deductions have been made, within twenty (20) days after the last day of the month for which deductions have been made. This clause, as to new employees, shall be applicable on their date of hire. The Town shall be held harmless and indemnified by the Union for any claims, demands or suits arising out of or in connection with the collection of dues or agency shop deductions by the Town.

Section 3: The Union shall have the right to post notices and other communications with the prior permission of the Superintendent of Highways or his designee, which permission shall not be unreasonably withheld, on bulletin boards maintained on the premises and facilities of the Town Highway Garage. The officers and agents of the Union shall have the right of visitation upon the Town's facilities for the purposes of adjusting grievances and administering the terms and conditions of this contract. Such visitation shall not interfere with the functions of the Department.

Section 4: There shall be one (1) Shop Steward and two (2) Assistant Shop Stewards whose names shall be certified by the Union to the Town. The Shop Steward or, in his/her stead, an Assistant Shop Steward, shall be permitted time from work in reasonable amounts, without

loss of pay, for the purposes of adjusting grievances and for the administration of this Agreement. For negotiation of successor agreements, a maximum of three (3) members of the bargaining unit may be designated by the Union to negotiate with the Town. If the Parties mutually agree to schedule a negotiating session during regular work hours, the Union bargaining committee shall be released from duty without loss of pay.

ARTICLE III

RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Town to manage the work force and operation of the Highway Department in accordance with its powers under law but not in conflict with the terms and conditions of this Agreement. The Union and the members of the bargaining unit recognize their responsibility to cooperate with the Town.

ARTICLE IV

CLASSIFICATION RATES AND WAGES

Section 1: Classification and Rates

The recommendation for salary increases is as follows:

The annual salaries of unit employees, except as specifically provided below, shall be increased as follows:

January 1, 2000: three and one-half (3.5%) percent over the annual salary in effect for each employee as of December 31, 1999;

January 1, 2001: three and one-half (3.5%) percent;

January 1, 2002: four (4.0%) percent.

Brandt, Ludemann, Noto and Welsh should receive the recommended increases plus additional increases to move them

toward the rates paid to similar employees. The annual salaries for these individuals is recommended to be as follows:

Brandt -	Current	35,360
	1/1/00	36,598
	1/1/01	39,734
	1/1/02	42,870

Ludemann, Noto and Welsh (Welsh - after 6 months Employment)¹ -

Current	28,080
1/1/00	29,063
1/1/01	34,028
1/1/02	38,993

Section 2: Employees shall be entitled to the following longevity increments:

<u>After Years of Service</u>	<u>January 1, 2000</u>	<u>January 1, 2001</u>	<u>January 1, 2002</u>
10	\$825	\$900	\$975
15	\$1,025 (total)	\$1,100 (total)	\$1,175 (total)
20	\$1,275 (total)	\$1,350 (total)	\$1,425 (total)
25	\$1,775 (total)	\$1,850 (total)	\$1,925 (total)

Longevity shall be paid in accordance with the present procedure.

Section 3: There shall be a probationary period for all new employees which shall be for a minimum of thirteen (13) weeks and a maximum of twenty-six (26) weeks.

Section 4: All newly hired employees shall be subject to a hiring rate for a period of twenty-six (26) weeks. The hiring rate shall be equal to ninety (90%) percent of the classification rate for the newly hired employee. Upon completion of twenty-six (26) weeks of employment with the Town, the employee shall receive the full rate due his/her classification. Employees promoted to a higher classification are not newly hired employees.

¹Michael Welsh shall be paid at 90% of the above rate until he has completed twenty-six (26) weeks of employment with the Town.

Section 5: Pay shall be bi-weekly.

ARTICLE V

WORK DAY AND WORK WEEK

Section 1: The working day for Highway Department employees shall be from 7:00 A.M. to 3:30 P.M., Monday through Friday, during such workday the employees shall be entitled to an unpaid lunch period of one-half (1/2) hour.

Section 2: In the event the Town determines that there is a need for duties and/or work to be performed on normal off duty time such duties and/or work shall be performed by a qualified volunteer employee on an equal rotation basis at the appropriate overtime rate. In the event that no volunteer is available in the classification the Town shall have the right to assign the least senior qualified employee to perform the overtime at the appropriate overtime rate.

Section 3: Employees that work on Sunday or a paid holiday shall be done only in an emergency at the appropriate overtime rate.

Section 4: The employees shall be entitled to a fifteen (15) minute paid coffee break in the morning to be taken between the hours of 9:00 A.M. and 10:00 A.M., and fifteen (15) minute paid coffee break in the afternoon to be taken between the hours of 2:00 P.M. and 3:00 P.M. The employees shall be entitled to an unpaid lunch period of thirty (30) minutes, which starts when the employee starts the consumption of his/her food. Employees shall be entitled to fifteen (15) minutes for wash up time prior to the end of their work day. The parties agree that employees are not restricted to their work-site during their unpaid lunch period.

Section 5: The Town shall have the right to install time clocks and require the employees to punch in at the start of the work day and punch out at the completion of the work day.

Section 6: Employees shall make every effort to advise their supervisor prior to the start of the work day if they are going to be late for work. Employees must notify their supervisor if they are going to leave work before the end of the work day.

Section 7: Employees shall be entitled to fifteen (15) minutes paid work time to cash their paychecks on pay day.

ARTICLE VI

PREMIUM TIME

Section 1: Time and one-half the regular rate of pay shall be paid for all work performed:

- A. After eight (8) hours per day.
- B. After forty (40) hours per week.
- C. On Saturday.

There shall be no pyramiding in the calculation of premium pay.

Section 2: Double the regular rate of pay shall be paid for all work performed:

- A. On Sunday;
- B. On a holiday in addition to the holiday pay.

Section 3: **Call-Out Pay**

Employees who are called out to work shall receive a minimum of four (4) hours pay at the appropriate overtime rate or time actually worked, whichever is more. Such minimum

call-out pay shall not apply to assignments which are contiguous to the beginning or end of the normal work day. Not less than two (2) employees shall be called out to work.

Section 4: If an employee refuses an overtime assignment, the employee shall be charged with the time worked for the calculation of equal distribution.

Section 5: Overtime shall be paid in minimum increments of one (1) minute.

Section 6: The overtime distribution list shall be posted and updated daily.

Section 7: Employees may elect to receive compensatory time in lieu of cash payment for all or any portion of overtime worked to a maximum accumulation of forty (40) hours at any time during the year. Such compensatory time shall be earned at the same rate as cash payment. Earned overtime credits, when compensatory time is requested by the employee, shall be credited in units of one (1) hour; those units of earned credits of less than one (1) hour shall be paid in cash as will out-of-title increments.

A. Employees may request to take compensatory time off on written request to and approval by the Highway Superintendent, which approval shall not to be unreasonably withheld.

B. Employees may carry over to the next year a maximum of twenty-four (24) hours of accumulated compensatory time.

C. Employees may request payment for all or a portion of accumulated compensatory time, in writing, from the Town at any time during the fiscal year.

(1) Payment for accumulated compensatory time, when payment is requested by the employee, shall be paid not later than the

employee's second full payroll period check following the date the employee requests payment.

D. Compensatory time off will be used in minimum four (4) hour increments.

Section 8: Employees who make application for the taking of compensatory time at least one (1) week prior to the date they wish to take compensatory time shall be granted the request subject to the reasonable needs of the department.

A. In the event that all other paid leave benefits have been exhausted, emergency compensatory time (leave for unforeseen or unscheduled events) may be taken by an employee by contacting the Highway Department as soon as practicable after the employee becomes aware of the emergency.

Section 9: After twelve (12) hours of work on a normal work day or four (4) hours of overtime the Town shall provide a meal and a one-half (1/2) paid meal period.

ARTICLE VII

HOLIDAYS

Section 1: Effective January 1, 2002, the following shall be the paid holidays for all employees covered by this Agreement:²

New Year's Day	Election Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day (July 4th)	Christmas Day
Labor Day	Day After Christmas Day
Columbus Day	

²For calendar years 2000 and 2001, unit employees were afforded Good Friday as a paid holiday, but the Day After Christmas Day is not a paid holiday.

Section 2: In the event that a holiday shall occur on a Saturday, it shall be celebrated on the preceding Friday. In the event that a holiday shall occur on a Sunday, it shall be celebrated on the following Monday.

ARTICLE VIII

VACATIONS

Section 1: The following vacation policy shall be observed:

- A. 1. During the first five (5) years of employment, employees will receive two (2) weeks, ten (10) working days, vacation per year, except as provided in A.2.
- 2. During the first year of employment, usable vacation time will be accrued monthly from date of hire, on a pro-rata basis, at the rate of ten (10) working days for the full year.
- B. After five (5) years of continuous service - three (3) weeks, fifteen (15) working days.
- C. After ten (10) years of continuous service - four (4) weeks, twenty (20) working days.
- D. After fifteen (15) years of continuous service - five (5) weeks, twenty-five (25) working days.

Section 2: After their first year of employment, employees shall, on January 1 of each year be credited with the maximum vacation entitlement due them in that calendar year.

Section 3: Employees shall make, between January 1 and January 30 of each year, their primary vacation selections for that year. Such primary vacation selection shall be made in work week segments and in the event there is a conflict between employees' vacation picks, the most senior employee shall be granted vacation for the disputed work week. Employees shall receive written notice of primary vacation approval or rejection by February 10 of each year.

Once a primary vacation has been approved it cannot be rescinded except by the Town in the event of an emergency or upon the written request of the employee approved by the Superintendent of Highways.

Section 4: Secondary vacation request shall be made in writing, not more than thirty (30) but not less than ten (10) days prior to the date(s) requested as vacation. The Department shall provide a written approval or denial within five (5) days of the request. In the event there is a conflict as to the time requested the senior employee requesting that date shall be granted the time unless an employee has previously received approval for that day or period.

Section 5: An employee who has their approved vacation selection canceled by the Town shall have the option of being paid in cash (at straight time rate), accumulate such vacation, or have it transferred to his/her Workers' Compensation Leave bank. If cash payment is elected the employee shall receive payment in January at the rate of pay due the employee on December 31 of the year of the vacation entitlement. Employees shall forfeit any vacation entitlement not taken unless approval was revoked by the Town.

Section 6: Emergency vacations, for a bona fide emergency, may be granted by the Superintendent of Highways with less than ten (10) days prior notice by the employee to the Superintendent of Highways. In the event of an emergency request by an employee the Superintendent of Highways may request that the employee provide reason for the emergency request.

Section 7: Unused earned vacation shall be payable on retirement, resignation or death to the retiree or the deceased employee's estate, as the case may be.

Section 8: Vacation allowance may be utilized in increments of one-half (1/2) day.

Section 9: Vacation shall be available at any time of the year, subject to the prior approval of the department head, such approval not to be arbitrarily withheld.

Section 10: In case of a conflict, the most senior employee requesting a vacation period shall be granted the vacation.

ARTICLE IX

PAID LEAVE

Section 1: Sick Leave

A. Employees hired January 1, 2001, or later, shall earn one (1) sick day per month until January 1st following his/her hire, and thereafter to be credited with twelve (12) sick days per year on January 1st.

B. Sick Leave Bank: Employees hired prior to January 1, 2001, shall be credited with a sick leave bank calculated as follows:

Each employee shall be credited with one (1) sick leave day per month or portion of a month employed from date of hire to December 31, 2000.

The number of sick days accrued from date of hire to December 31, 2000, shall be reduced by the total number of sick days taken by the employee on or prior to December 31, 2000. The total of unused sick days during that period, but not less than two (2) sick days per year or portion of a year of service, shall be credited to the employees' Accumulated Sick Leave Bank.

After December 31, 2000, any unused portion of the employees' annual sick leave allowance as of December 31 of each year shall be credited to the employees'

Accumulated Sick Leave Bank, which may be utilized by the employee at a future time if the need for sick leave arises.

C. Employees who are absent from work due to illness must remain at home during their regularly scheduled hours of work. If an employee needs to leave his/her home for a doctor's appointment or other medical purpose, e.g., a pharmacy, he/she must notify the Department by telephone before leaving his/her home.

D. It shall be the obligation of all employees, in the event of illness, to call the Highway Office not later than 7:00 a.m. on the day of their absence. The Town shall maintain a twenty-four (24) hour tape for such purposes and shall advise the employees by written memorandum of the telephone number.

E. Sick leave may be used up to ten (10) days per year for illness of the spouse or other family member(s) sufficiently serious to warrant the employee staying home. This sick leave allowance may be extended by the approval of the Highway Superintendent and/or the Town Supervisor. The Town may require proof of illness of the spouse or other family member.

Section 2: Personal Leave

A. 1. Employees shall be entitled to three (3) personal leave days per year to attend to personal business or matters, i.e., business which cannot be taken care of by the employee other than during his normal work day.

2. During the first year of employment, personal leave days will be accrued monthly from date of hire, on a pro rated basis.

B. Unused personal leave shall be accumulated from year to year.

C. Personal leave may be utilized in minimum increments of one-half (1/2) day.

D. Employees shall notify the Highway Superintendent or his/her designee of the intent to take a personal day at least two (2) days in advance; unless he/she is unable to do so because of special circumstances in which case he/she shall notify the Department as soon as possible.

Section 3: Bereavement Leave

A. The Town shall pay employees for any time lost not exceeding five (5) consecutive work days commencing with the day following the day of the death for absence necessarily incurred by an employee in arranging and/or attending the funeral of his father, mother, spouse, child, mother-in-law or father-in-law; three (3) consecutive work days from the day following the day of death for the death of a brother, sister, brother-in-law, sister-in-law and one (1) day for attending the funeral of any other member of the employee's or spouse's family.

Section 4: Workers' Compensation

A. 1. Effective January 1, 2001, each employee hired prior to January 1, 2001, shall be credited with a one-time bank of eighty-eight (88) work days of Workers' Compensation Leave to be utilized by the employee to remain on full pay status when he/she is necessarily absent from duty because of occupational injury or illness as defined by the Workers' Compensation Law which renders him/her unable to perform the duties of his/her position during the lifetime of his/her employment with the Town.

2. Employees hired on January 1, 2001, or later shall be credited with a bank of eighty-eight (88) Workers' Compensation Leave work days upon the successful

completion of their probationary period to be utilized during the lifetime of their employment with the Town.

B. Workers' Compensation Leave shall not commence until after fifteen (15) work days following the initial onset of an occupation injury or illness compensable under the Workers' Compensation Law. This waiting period may be waived by the Town based on an employee's prior attendance record. If the Workers' Compensation Board renders a determination finding the employee eligible for statutory benefits for lost wages attributable to any portion of the fifteen (15) day contractual waiting period or period of time awaiting the decision of the Workers' Compensation Board, the employee may on his/her request have his/her sick leave and/or accrued time utilized to remain on the payroll recredited to him/her to the extent that he/she had Workers' Compensation Leave to his credit and such days shall be deducted from his Workers' Compensation Leave Bank.

C. If an employee claims to have suffered a reoccurrence of an illness or injury compensable under the Workers' Compensation Law, he/she must provide a physician's statement that the injury/illness is related to a prior injury/illness compensable under the Workers' Compensation Law. If the Town contests the claim or the employee has already depleted his Workers' Compensation Leave the employee may utilize his/her accrued paid vacation days, personal leave or compensatory time to remain on full pay status. If the Workers' Compensation Board determines the employee's injury/illness is compensable under the statute, the Town shall recredit the employee with accrued leave days on a pro rated basis to the extent the employee had Workers' Compensation leave days in his/her bank.

D. Once an employee has exhausted all or a portion of his/her eighty-eight (88) days of Workers' Compensation Leave available under this Article, the Employee may utilize any accrued unused vacation, personal leave or compensatory time to remain on full pay status while unable to perform the duties of his/her position due to a Workers' Compensation injury. An employee may elect at the end of each calendar year to credit unused personal leave, vacation days and compensatory time (in full day increments) to their Workers' Compensation Leave Bank. Such election is irrevocable.

E. If the employee exhausts all of his/her Workers' Compensation Leave, the employee shall be entitled only to the benefits provided under the Workers' Compensation Law.

F. Vacation, personal leave and sick leave credits shall not be earned for periods which the employee is not on full pay status due to his/her usage of Workers' Compensation or sick leave and/or accrued time.

G. If the Workers' Compensation Board makes an award to an employee, such compensation for lost wages for any period the employee remained on full pay status shall be paid to the Town.

Section 5: Sick Leave/Workers' Compensation Leave Usage Bonus

Employees shall be entitled to an annual bonus based on their attendance for the prior fiscal year of the Town. Such payment shall be made in February of each year for attendance during the prior fiscal year and shall not be included in an employee's annual salary rate.

<u>Days Absent Due to Sick Leave and Workers' Compensation Leave</u>	<u>Attendance Bonus Due</u>
0	\$700.00
1	\$600.00
2	\$500.00
3	\$400.00
4	\$300.00
5	\$200.00
6 or more	0

ARTICLE X

SEASONAL AND PART-TIME EMPLOYEES

Section 1: The Town shall not utilize seasonal employees except during the period of April 1 to November 30 of each year (but not to exceed four (4) months for any individual employee) except for the duration of a specific emergency called by the Superintendent of Highways and/or the Town Supervisor and approved by the Westchester County Personnel Office.

Section 2: Part-time and/or seasonal employees shall not be utilized to work overtime unless all qualified full-time employees who have reported for work and are present for the entire normal working day have first been offered the opportunity to perform such work outside the normal work day or work week. This provision shall not apply to a job-in-process that is near completion at the end of the workday.

ARTICLE XI

SUBCONTRACTING

The Town may not subcontract work heretofore performed exclusively by members of the bargaining unit.

ARTICLE XII

SENIORITY

Section 1: Seniority between employees covered by this Agreement shall be computed on the basis of continuous service since the last date of hire.

Section 2: Absence due to illness, compensable injury, approved leave or lay-off up to one (1) year will not be a breach of continuous service with the Town for the purposes of seniority, longevity, vacation or other applicable provisions of this contract.

Section 3: In the event that there are any openings in positions covered by this agreement or newly created blue collar positions which the Town intends to fill, notice of such openings shall be posted on appropriate Town bulletin boards in the Highway Garage for a period of ten (10) working days prior to the filling of such positions by the Town. During this period any employee interested in applying for the position may apply, in writing, to the Highway Superintendent. Employees in any of the classifications represented by the Union shall be eligible to apply for such positions.

Section 4: Promotions shall be made with due consideration of ability, seniority, fitness and attendance. Where qualifications are substantially equal, promotion shall be determined by seniority.

ARTICLE XIII

OUT-OF-TITLE EMPLOYMENT

Section 1: When an employee works above his/her classification, he/she shall get the higher classification rate; and when an employee works in a lower classification, he/she shall be paid his/her regular classification rate.

B. Assignment to the higher classification shall be made from employees in the next lowest classification, based upon seniority, fitness and ability being equal.

ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section 1: If the Town or any regulatory agency requires employees to wear distinctive uniforms or special protective clothing, such clothing and equipment will be furnished in reasonable quantities by the Town without cost to the employee, including cleaning and maintenance of such uniforms and/or equipment. The Town shall supply and maintain coveralls and summer weight clothing for mechanics and other employees working in the shop.

ARTICLE XV

WELFARE BENEFITS

Section 1: The Town will continue and pay for in full the current health insurance program which is the M.E.B.C.O. Basic Plan including a prescription plan for all employees and their eligible dependents, including employees absent due to illness or injury.

Section 2: Upon becoming eligible for retirement benefits from the New York State Retirement System, subject to eligibility regulations of the M.E.B.C.O. Basic Plan, employees shall continue to receive after retirement, without contribution, the health insurance plan described herein.

Section 3: Dental and Optical Benefits

The Town will continue to provide, at no cost to the employee, the current dental and optical benefits on the employee and his/her eligible dependents.

ARTICLE XVI

PENSIONS

Section 1: The Town agrees to continue to provide employees with retirement benefits pursuant to Section 75-i of the Retirement and Social Security Law, i.e., retirement at half-pay at the age of fifty-five (55) years and upon twenty-five (25) years of employment. All new employees hired after July 1, 1973 shall be entitled only to such retirement benefits as the New York State legislature may determine, as set forth in the New York State Retirement and Social Security Law.

ARTICLE XVII

EMPLOYEE DISCIPLINE

Section 1: All discipline of employees by the Town shall be for just cause. In the event that the Union does not believe that disciplinary action was for just cause, it shall have the right to file a grievance which shall be processed pursuant to the terms of the Grievance Procedure of this contract starting at Section 1B.

The provisions of this article shall be the sole and exclusive procedure for review of disciplinary action taken against bargaining unit employees. This procedure shall take the place of and constitute a waiver of rights such bargaining unit employees have or may have under Civil Service Law §§ 75 and 76 and/or any and all other statutory or regulatory disciplinary protections, to the extent permitted by law.

Section 2: Employees who are going to be more than one-half (1/2) hour late for work shall notify the Superintendent of that fact prior to the start of the work day. In the event that an employee does not notify the Superintendent of his/her lateness and is more than one (1)

hour late for work, the Superintendent then shall have the right to send the employee home without pay for that day. This provision may be waived if the lateness of the employee is caused by an emergency which is unforeseen.

ARTICLE XVIII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: Any claim that the terms of this Agreement have been violated shall be a grievance and shall be processed as follows:

A. The employee(s), the Shop Steward and/or the Union filing said grievance with the Superintendent of Highways within thirty (30) calendar days of when the grievance arose or could have been reasonably discovered by the employee(s), the Shop Steward and/or the Union, whichever is later.

B. If the grievance is not settled in Step "A" within thirty (30) calendar days, then the Union shall have the right to refer the grievance in writing to the Town Supervisor.

C. Town-Union or Union-Town grievances may be entered in writing directly at Step "B."

D. If the grievance is not then settled within thirty (30) calendar days after submission at Step "B" either party may refer the matter to binding arbitration by an arbitrator.

E. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply.

F. The Town and Union shall bear equally the arbitrator's fee, including any fee(s) for expenses submitted by the arbitrator.

ARTICLE XIX

PERSONNEL FILE

Section 1: Employees may inspect their individual personnel folders upon written presentation of one (1) weeks written notice to the Highway Superintendent.

ARTICLE XX

NO STRIKE-NO LOCKOUT

Section 1: The Union shall not engage in a strike or cause, instigate, encourage or condone a strike as provided in Section 210 of the Public Employee's Fair Employment Act, nor will the Employer engage in, cause, instigate, condone or encourage a lockout.

ARTICLE XXI

VOLUNTEER FIRE/AMBULANCE

Section 1: Employees who are active members of one of the various volunteer fire departments and/or ambulance departments located within the Town shall be entitled to full salary and benefits when responding to alarms and/or calls during their work time.

Section 2: Employees who become injured or ill as a result of response as set forth in Section 1 of this Article shall be entitled to not less than the benefits to which they would be entitled to had the injury or illness occurred while the employee was working for the Town. This clause, however, does not mandate a duplication of benefits provided to volunteers by the fire and ambulance department.

ARTICLE XXII

LEGISLATIVE APPROVAL

Section 1: 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, THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII

TERM

Section 1: This contract shall be for a period of years beginning July 16, 1999 and expiring on December 31, 2002.

Section 2: The terms of this agreement may not be changed, altered, modified, or deleted except in a written agreement executed by the Union and Town Supervisor.

Section 3: This collective bargaining agreement sets forth the complete terms and conditions of employment of unit members. All terms and conditions of employment whether in writing or by past practice heretofore existing in the Highway Department are agreed to be incorporated in this Agreement and any other terms, conditions or employment practices hereinafter claimed to exist are deemed waived and unenforceable.

FOR LOCAL 456, I.B.T.

By: Bernard E. Doyle Date: 6/19/01
Bernard E. Doyle, President

FOR THE TOWN OF SOMERS

By: Mary Beth Murphy Date: 6/25/01
Mary Beth Murphy, Supervisor