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Employer Name: **Forestport, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **Teamsters Local Union 182**

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8889

LABOR CONTRACT

Between

THE TOWN OF FORESTPORT

and the

TEAMSTERS LOCAL UNION 182

For the period

January 1, 2003 to December 31, 2007

RECEIVED

JUN 06 2005

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

7

Agreement

THIS AGREEMENT made this 25th day of May, 2004, by and between the **Town of Forestport and its Town Supervisor as its Chief Executive Officer**, hereinafter referred to as the Employer, and **Teamsters Local Union 182**, hereinafter referred to as the Union.

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.

Section 1 – Recognition

The Employer hereby recognizes the Union as the exclusive employee organization representing all regular full-time employees in the highway department, excluding all part-time and seasonal employees of the highway department, highway superintendent and all other employees.

The Union shall have exclusive rights to payroll deduction of dues for employees covered by this agreement. Such dues shall be remitted to: Teamsters Local 182 @ 5 Rutger Park, Utica, New York 13501.

No other organization shall be accorded any payroll deduction privilege.

Agency Shop

The Town of Forestport shall deduct from the wage or salary of those bargaining unit employees who are not members of the union an amount equivalent to the dues levied by the union in accordance with Chapters 677 and 678 of the laws of 1997 of the State of New York.

Union Security

Each employee who, on the effective date of this Agreement, is a member of the union and any employee who becomes a member of the Union after the signing of this Agreement shall, as a condition of employment, maintain his membership in the Union for the life of this Agreement.

Credit Union

Upon receipt of lawful written authorizations from the employees, the Employer shall deduct from the moneys due to the employees the sums specified in such written authorization and shall remit such moneys to the Trucking Affiliates Federal Credit Union.

Drive Authorization and Deduction

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Union shall indemnify and save the Town of Forestport harmless against any and all claims demand, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Town in reliance upon check off authorization cards signed by the individual employee and furnished to the Town for the purposes of complying with any of the provisions of the Article.

Section 2 – Work Week

Except as hereinafter provided, the normal work week for all regular full-time employees shall be forty (40) hours and the normal day shall be eight (8) hours per day, five (5) consecutive days, or ten (10) hours per day, four (4) consecutive days. **Any change in the normal work week (from five (5) eight (8) hour days to four (4) ten (10) hour days, or vice-versa) shall not be made without a seven (7) day advance notice to the employees affected.**

The above work hours shall apply with the exception of emergencies declared by the employer.

Employees shall be compensated at the rate of time and one-half for all work required in excess of eight (8) hours a day during a 5-day work week, and ten (10) hours during a 4-day work week, or a total of forty (40) hours in any week.

The Town reserves the right to require employees to work overtime when reasonably necessary for the efficient performance of Town services.

In computing overtime, vacation days shall not be considered as time worked.

Overtime assignments shall be made available on a rotating basis to all qualified employees. This section shall not apply to fixed work schedules or emergencies.

If the Town requires an employee to report to work outside of normal working hours between April 1st and November 1st of any calendar year, the employee shall receive credit for one-half of one hour additional time for call-in and shall be paid for that one-half hour.

Between the months of November 1st and April 1st Bargaining Unit employees shall be compensated for 24 hours on call in the following manner:

- (1) Allow one (1) hour from call for show up time. Time to be paid as “comp time off” at the rate of time and one-half; for example; One (1) hour of call time = One and one-half (1 ½) hours of comp time off.
- (2) For record keeping purposes it is agreed that both the Highway Superintendent and the employee keep a record of each such call. “Comp time” earned and “comp time” used shall show on each pay stub each pay period.
- (3) **Compensated time may be taken, with approval, at the employee’s discretion including to extend holiday time or vacation with the provisions that it shall be scheduled to be taken during the period of April 1, thru October 31, and that a five day work week notice must be given to the Highway Superintendent. No more than one employee may extend their holiday or vacation time each occurring holiday or vacation.**

Section 3 – Holidays

New Years Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4 th	Employees Birthday
Labor Day	*Martin Luther King Birthday
Columbus Day	*One (1) Floating Holiday

*The floating holidays listed above may be taken at the discretion of the employee between April 1st and October 31st upon one (1) week written advance notice to the Employer and may be used to extend another holiday or vacation period.

If one of the aforesaid holidays falls on a Saturday, Friday will be observed as a legal holiday. If such a holiday falls on a Sunday, Monday will be observed as the legal holiday.

To be eligible for holiday pay, the employee must have worked his last scheduled work day before the holiday, or the day observed as the holiday, and his first scheduled work day after the holiday or day observed as the holiday, unless such absence is excused as bona fide sick leave, vacation time or death in the employee's immediate family. When such absence is due to illness, the department head may require satisfactory evidence thereof.

Section 4 – Sick Leave

The purpose of paid sick leave is to reasonably assure the receipt of income by an employee during one or more periods of illness. Under no circumstances is sick leave to be considered as an earned credit to be used for any other purpose.

Employees shall receive a total of ten (10) days or eighty (80) hours earned on the basis of four and a half (4 ½) days beginning January 1, and each subsequent month at one-half (1/2) day for a total of ten (10) days per year.

To be eligible for a paid sick leave, an employee shall notify the Highway Superintendent at least one (1) hour before the normal starting time of their shift when reporting as ill. If said employee is ill for a period of three (3) or more consecutive days, he must supply the Highway Superintendent with a doctor's certificate substantiating such illness in order to be paid.

Sick leave may be used for a doctor's appointment for illness limited to four (4) hours per visit with approval of the Highway Superintendent.

Sick leave time shall not be paid unless the employee notifies the employer as herein prescribed. A medical certificate must be furnished by or on behalf of the employee periodically during any extended illness upon request of the Town.

Sick leave used during a 5-day work week, on a daily basis, will be used at the rate of eight (8) hours per day. Sick leave used during a 4-day work week, on a daily basis, will be used at the rate of ten (10) hours per day.

Where an employee has demonstrated a pattern of sick leave use, the employee shall be counseled in writing by the Highway Superintendent or a designee. If the pattern of use continues, the employee shall be required to submit a doctor's certificate for such absence.

An employee whose records indicate continual consumption of sick leave credit may be required to take a physical examination at the town's expense. The Town shall take such corrective steps as may be deemed necessary in individual cases, including when warranted, the suspension or discharge of an employee abusing the privilege subject to any applicable provision of the Civil Service Law or this agreement.

Unused sick leave credits shall accumulate but only up to a maximum of sixty(60)days. Upon attaining the maximum accumulation, sick leave is no longer earned.

Section 5 – Health Insurance

The Town shall continue its present health plan with the NYS Teamsters Council Health and Hospital Fund.

During the term of this agreement, the Town may change its present insurance coverage of employees in the bargaining unit by providing equivalent coverage after prior consultation with the Union.

All participating employees to pay 5% of cost in 2005, 10% of cost in 2006, and 12% of cost in 2007.

Section 6 – Vacations

Vacation time for employees shall be as follows:

- a. After one year continuous service – five (5) working days:
- b. After three years continuous service – ten (10) working days;

- c. After completion of the tenth (10) year and beginning with the eleventh (11) year, one additional day per year up to the completion of the fifteenth (15) year, and beginning with the sixteenth (16) year, four (4) weeks vacation.

Vacations must be taken between April 1st and November 1st each calendar year unless otherwise approved by the Superintendent of Highways.

Employees with the greatest seniority shall be given their choice of vacation period in the event of any conflict over vacation periods.

The week of July 4th shall be a general shutdown week. Employees who do not have vacation time to cover this period shall be on leave without pay.

Section 7 – Jury Duty

A full time employee who loses time from his job because of jury duty as certified by the Clerk of the court, shall be paid the difference between his daily job rate and his pay for his jury duty. An employee who reports for jury duty and is excused from for the remainder of the day prior to 1:00 p.m. shall contact the department head and report to work if requested. Time lost because of jury service will not be considered as time worked for the purpose of computing overtime. At the town's request, proof will be presented to the time served on jury duty and the amount received for such service.

Section 8 – Unauthorized Absence

Any employee absent without leave and without due cause shall be deemed guilty of serious misconduct. If any employee's absence continues without leave and without due cause for a period of three (3) consecutive work days, then such employee shall be suspended without pay for seven (7) work days. Any future absence without leave and without due cause for a period of three (3) consecutive work days shall constitute a resignation from employment by said employee.

Section 9 – Personal Leave

Personal leave shall consist of three (3) days or twenty-four (24) hours per year. Personal leave may also be used for religious observances. Except for emergency situations, arrangements for personal leave shall be made by the employee with the head of the department in writing at least twenty-four (24) hours in advance. The number of employees on personal leave at one time may be limited. Employees hired after the execution of this agreement shall not be entitled to use personal leave during their first six (6) months of employment. Any personal days not used during the calendar year shall lapse without payment or compensation by the Town.

In the event of a death of an employee, personal leave accumulated during the year will be paid to the employee's estate at the regular rate of pay.

Section 10 – Bereavement Leave

(A) In the event of a death in a regular employee's family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral.

For the purpose of said bereavement leave, immediate family shall be defined as the employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, grandparent, grandchild or employee's legal guardian.

(B) In the event of a death in a regular employee's family as defined in this sub-section, the employee shall receive a maximum of one (1) day of bereavement leave with pay. For the purpose of this subsection, family shall include brother-in-law, sister-in-law and any blood relative whose primary place of residence is with the employee.

In order to receive bereavement leave, the employee must show evidence of the relationship and of attendance at the funeral.

Section 11 – Discipline and Discharge Procedure

An employee may be subject to disciplinary action, including discharge, for a violation of the Town rules set forth in Exhibit “1”. An employee covered by this agreement shall utilize the procedure for disciplinary and discharge matters as outlined under Section 75, 76 and 77 of the Civil Service Law.

Service of the notice of discipline shall be made by personal service, if possible, and if such service cannot be effectuated by personal service, it shall be made by registered or certified mail, return receipt requested.

In order to qualify under this section, an employee must have completed at least five (5) years of continuous service in the noncompetitive class.

Section 12 – Retirement

The Town agrees to comply with the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 retirement system members covered by this agreement. Such members in Tier 3 and Tier 4 are required by law to contribute three (3) percent of their annual earnings to the retirement system.

Section 13 - Seniority

Seniority means an employee’s length of continuous service for the employer from the employee’s original date of hire as a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.

Seniority qualified by ability to perform the available work will apply to layoff and recall of non-competitive and labor class employees under Section 80A of the Civil Service Law, and vacation time selection. The employer shall have the sole right to determine ability.

The Town shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the Unit.

An employee who is hired as a temporary or seasonal employee will receive full benefits if/when becoming a full-time permanent employee.

Section 14 – Grievance Procedure

Grievance shall mean an alleged violation, misinterpretation, or inequitable application of the expressed terms of this agreement.

For the purpose of this agreement, workdays will exclude Saturday and Sunday and holiday. The time limits set forth in this section are of the essence. They may, however, be extended by mutual agreement of the parties.

The failure of the grievant to proceed within the time limits set forth shall terminate the grievance at that step.

The failure of the Town to answer within the time limits set forth will advance the grievance to the next step of the grievance procedure.

Step 1 – An employee or group of employees who claim to have a grievance shall present their grievance to the Town Highway Superintendent in writing within ten (10) working days after the grievance occurs. Within ten (10) working days after presentation of the grievance, the Town Highway Superintendent shall discuss the complaint with the grievant and the union business agent, and respond in writing. The written response shall be signed, dated and a copy shall be forwarded to the Town Supervisor.

Step 2 – In the event that the grievance is not resolved at Step 1, the aggrieved employee may submit within five (5) working days from the Town Highway Superintendent's response, a formal written grievance to the Town Supervisor. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision

of the contract allegedly violated, the date of the alleged violation, and the remedy sought.

The Town Supervisor will meet with the aggrieved employee, and the union's business agent to discuss and review the allegations.

Within five (5) working days of the receipt of the formal written grievance, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union.

Step 3 – In the event the grievance is not resolved at Step 2, the aggrieved employee may submit within ten (10) working days from the Town Supervisor's response, a formal grievance to the Town Board. The Town Board shall meet with the aggrieved employee and the union business agent, to discuss and review the allegations.

Within ten (10) working days of receipt of the Step 3 written grievance, the Town Board must respond in writing to the aggrieved employee with a copy to the Union.

Step 4 – In the event the grievance is not resolved at Step 3, the Union and only the Union may within twenty (20) working days of receipt of the Step 3 decision, may, by written notice to the Town Supervisor and the New York State Public Employee Relation Board (PERB), request arbitration.

The Arbitrator will be selected by mutual agreement from lists submitted to them by PERB.

The decision of the Arbitrator shall be binding on the Town or the Union.

The cost of services and of any related expenses of the Arbitrator, including the initial filing fee, will be borne equally by the Town and the Union.

The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues.

If arbitration is not requested as set forth in this step, it shall be deemed waived and the grievance resolved on the basis of the response of the Town Board.

Section 15 – Wages

The rate of pay for full-time Town highway employees as of January 1, 2003 shall be as follows:

January 1, 2003 3.5% ($\$11.86 + 3.5\% = .42 = \12.28 an hour)

January 1, 2004 3.4% ($\$12.28 + 3.4\% = .42 = \12.70 an hour)

January 1, 2005 3.0% ($\$12.70 + 3.0\% = .38 = \13.08 an hour)

January 1, 2006 3.0% ($\$13.08 + 3.0\% = .39 = \13.47 an hour)

January 1, 2007 3.0% ($\$13.47 + 3.0\% = .40 = \13.87 an hour)

*Effective 12:01 AM January 1, 2001 the job classification known as MEO will be abolished and all classifications shall be known as HEO's. All future full time employees must have the knowledge and ability to perform the duties of the HEO upon hire.

All newly hired employees will be paid \$1.00 per hour below base rate for the first six (6) month period, and \$.50 per hour below base rate for the second six (6) month period.

Section 16 – Footwear Allowance

The Town agrees to reimburse any Town highway employee the cost paid by the employee to purchase one pair of boots, or other approved footwear, to be used by the employee on the job. The maximum amount that the Town shall be required to reimburse an employee shall be the sum of **\$100.00** annually. The employee must purchase the footwear and provide the Town with a written receipt showing the purchase price and, if required, by the Town Highway Superintendent, or his designated agent, proof that the footwear meets all required standards as a safety boot, **and MUST be OSHA approved safety shoes**, then the Town shall reimburse the employee.

Section 17 – No Strikes

The Union for itself and on behalf of the employees it represents, reaffirms that it does not have the right to strike, and agrees not to engage in a strike, nor cause, instigate, encourage or condone a strike.

Section 18 – Management’s Rights

Without limitation upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the Town Board and the Highway Superintendent shall have the right to exercise normally accepted management prerogatives, including but not limited to:

- a. the right to hire, direct, promote, discipline or discharge for cause and to maintain efficiency of employees;
- b. the scheduling of operations, the methods, processes and means of operating, including sub-contracting if necessary;
- c. to take whatever action is necessary to carry out the mission of the Department in cases of emergency;
- d. to make reasonable rules and regulations pertaining to employees covered by this Agreement as long as such rules and regulations do not conflict with any law or provision of this Agreement including the right to mandate education and training (provided the Town pays the cost of such education and training) and;
- e. to determine the size of the work force.

Section 19 – Savings Clause

Should any section or portion of this Agreement to be held unlawful and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific section or portion thereof specified in the decision. Upon the issuance of such decision, both parties shall meet within thirty (30) days upon the request of either party in writing to negotiate an acceptable substitute for the invalidated section or part thereof.

Section 20 – Work Rules

The Town may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms of this Agreement. The observance of such rules and regulations shall be required by all employees.

It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for seven (7) working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

Section 21 – Total Agreement

This agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect, except by further written agreement between the parties. Except as otherwise provided herein, either party shall be obligated to negotiate or re-negotiate any item whether contained herein or not sooner than 120 calendar days prior to the expiration date. Either party may notify the other party in writing of its desire to negotiate, and may request a time and place for the initial negotiating session.

Section 22 – Taylor Law

Pursuant to the provisions contained in subdivision 1 of Section 204A of the Civil Service Law, 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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

Section 23 – Termination

This agreement shall be effective as of and continue in full force and effect from January 1, 2003.

Section 24 – Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town of Forestport, the Union, for the life of this Agreement, each agrees that the other shall not bargain collectively with respect to any subject or matter not specifically provided in this Agreement, even though such subjects of matter may not have been the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

It is understood and agreed that the above section does not bar the parties from mutual agreeing to enter into Collective Bargaining during the life of this Agreement.

Section 25 – Signatory

Signed this _____ day of _____, 2004

For the Town of Forestport

Robert Seager, Supervisor

For Teamster Local Union 182

John A. Wilk, President/Business Agent

Dan Olivadoti, Business Agent

EXHIBIT "1"

Violations of the following Town rules could result in disciplinary action:

1. Fighting
2. Horseplay
3. Sleeping and Loafing
4. Dishonesty:
 - a. Theft of Town Property
 - b. Falsification of records
5. Insubordination:
 - a. A refusal of a direct order;
 - b. Abusive behavior toward an immediate supervisor.
6. Discourtesy:
 - a. Discourteous to the Public.
7. Off-duty Misconduct:
 - a. Such as misconduct that harms the Town because it creates publicity that damages the Town's public image.
8. Sexual Harassment:
 - a. Sexual threats;
 - b. Sexual gestures;
 - c. Inappropriate sexual comments.
9. Poor Attitude or Disloyalty:

- a. Such as where there is a continuing course of misconduct which adversely impacts on workplace morale or efficiency.
10. Incompetence:
 - a. Failure in quality/quantity of work.
 11. Leaving your work location without authorization.
 12. Damage to Town property or equipment.
 13. Reporting to work under the influence of alcohol or drugs.
 14. Tardiness in reporting to work.
 15. Employees must supply phone numbers where they can be reached during winter hours.