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Title: **Brookfield, Town of and International Brotherhood of Teamsters (IBT), AFL-CIO, Local 182 (2003)**

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

Local: **182**

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TO
BC

8515_12312005

Brookfield, Town Of And Ibt Local
182 (Brookfield Highway Dept)

**AN AGREEMENT BY AND BETWEEN
THE TOWN OF BROOKFIELD
AND THE
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
& HELPERS, LOCAL UNION 182**

**JANUARY 1, 2003
TO
DECEMBER 31, 2005**

RECEIVED

FEB 18 2003

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

**ARTICLE 1
RECOGNITION**

1.1. The Town of Brookfield, hereinafter referred to as the Employer, recognizes the Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union 182, affiliated with the International Brotherhood of Teamsters, AFL-CIO, hereinafter referred to as the Union, as the sole and exclusive bargaining representative for the purposes of establishing salaries, wages, hours and other terms and conditions of employment as defined in Section 201 (4) of the New York State Civil Service Law, for members of the defined bargaining unit.

1.2. The Union represents all regular, full-time employees in the Highway Department working in the titles of Laborer, Motor Equipment Operator, Heavy Equipment Operator or Work Crew Chief.

1.3. The Highway Superintendent, all part-time employees, and all temporary, seasonal or casual employees shall be excluded from the bargaining unit.

**ARTICLE 2
UNION DUES**

2.1. Upon receipt of a signed authorization form from the employee, the regular union dues, uniform in dollar amount each payday, of the Union shall be deducted from such employee's pay. No other employee organization shall be accorded any such payroll deduction privilege throughout the unchallenged representation period. Deductions shall be remitted to the Union at 5 Rutger Park, Utica, New York 13501.

2.2. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this article.

**ARTICLE 3
NO STRIKE**

3.1. 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.

ARTICLE 4 MANAGEMENT RIGHTS

4.1. Except as expressly limited by other provisions of this agreement, all of the authority, rights and responsibilities possessed by the Employer, are retained by it, including but not limited to, the right to determine the mission, purposes, objectives and policies of the Employer; to determine the facilities, methods, means and number of personnel required for conduct of the Employer's programs and services; to administer the Merit System including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline and discharge employees in accordance with applicable law and the provisions of this agreement. All of these rights shall be recognized if not in conflict with the provisions of this agreement.

ARTICLE 5 NORMAL WORKWEEK

5.1. The normal workweek of forty (40) hours shall consist of five (5) consecutive days per week with eight (8) consecutive hours per day. A one-half (1/2) hour per day unpaid lunch period is not included in the forty (40) hour week. The above work hours shall apply with the exception of emergencies declared by the Highway Superintendent.

5.2. During a designated period occurring between May 1 - September 1 of each year, the Highway Superintendent shall adopt a compressed workweek consisting of four (4) consecutive days per week, ten (10) hours per day. Employees shall be provided a minimum of one week's advance notice before the commencement of such compressed schedule. During the compressed workweek, one (1) hour of paid leave time shall be charged for each approved hour of work absence.

5.3. Each employee shall receive a fifteen (15) minute break during the first four hours of each eight hour work day. During the period designated for a ten (10) hour work day, each employee shall receive a ten (10) minute break during the first four hours of the work day, and an additional ten (10) minute break in the afternoon. Breaks are authorized by the Highway Superintendent according to work requirements.

ARTICLE 6 OVERTIME PREMIUM

6.1. The Employer reserves the right to require employees to work overtime according to work requirements as reasonably determined by the Employer. The Employer will pay one and one-half (1 1/2) times the regular hourly rate of pay for all authorized hours actually worked in excess of eight (8) hours in a work day. During the period designated by the Highway Superintendent, an employee shall receive one and one-half (1 1/2) times the regular rate of pay for all authorized hours actually worked in excess of ten (10) hours in a work day. There shall be no compounding for hours worked in excess of forty (40) hours in a workweek. Paid time off shall not be considered as time worked. An employee may choose equivalent compensatory time off in lieu of overtime payment. At no time shall accrued compensatory time off exceed forty (40) hours.

ARTICLE 7 SENIORITY

7.1. 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. An employee covered by this agreement shall acquire seniority after successfully completing the probationary period of twenty-six (26) weeks, and such seniority will then date from the beginning of regular full-time employment. An employee shall forfeit all seniority upon any termination of employment with the Employer. If rehired, an employee shall have the status of a new employee. Seniority shall only apply in the cases of layoff and recall and vacation time selection.

7.2. The Union may request a seniority listing no more than twice each year.

ARTICLE 8 LAYOFF AND RECALL

8.1. The Employer, in its discretion shall determine if layoffs are necessary. If it is determined that layoffs are necessary, employees shall be laid off in the following order:

- a) Temporary and probationary employees shall be laid off first.
- b) Thereafter, permanent employees having seniority shall be laid off in the inverse order of seniority, that is, last in, first out.

8.2. The Employer shall forward a list of the employees to be laid off to the local union steward on the same date that notices are issued to employees. Employees to be laid off will have at least fourteen (14) calendar days notice of layoff or be paid in lieu of time.

8.3. When a permanent employee is laid off, he/she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the same job title within the Highway Department. Thereafter, the replaced employee shall exercise his/her seniority rights to retreat to his/her last held permanent title in the non-competitive or labor class within the Highway Department only. The retreat process shall continue within the department until the least senior employee in the last affected job title is displaced and he/she shall be laid off, and there shall be no further bumping, retreat or displacement.

8.4. Permanent employees who are laid off shall be placed on a recall list for a period not to exceed one (1) year from the date of layoff. Probationary employees shall have no recall rights. For every vacancy which occurs and is to be filled during the existence of a valid recall list, an employee will be recalled from layoff to the same title he/she was in at the time of layoff. Such recall shall be in the inverse order of layoff based upon seniority provided the employee is able to perform the work.

8.5. Notice of recall shall be sent to the employee at his/her last known address by registered mail and a copy sent to the Union. If the employee fails to notify the Employer in writing of his/her intention to return within ten (10) working days from the date of the notice, he/she shall be considered a quit and removed from the recall list. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

ARTICLE 9 HOLIDAYS

9.1. Holiday Designation: The following days shall be recognized as paid holidays:

New Year's Day	Election Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
	Personal Birthday

9.2. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

9.3. Eligibility Requirement. An employee shall be eligible for holiday pay if the employee works his/her last scheduled work day prior to the holiday, and his/her first scheduled work day following the holiday. Excuses shall be granted for the failure to work either the day before and/or the day after the holiday because of authorized paid time off. When such absence is due to illness, the Employer may require satisfactory evidence thereof. Failure to provide such verification will result in forfeiture of the holiday pay.

9.4. Holiday Pay. Eligible employees who perform no work on a holiday shall be paid one (1) day's pay at their regular rate for each of the holidays listed on which they perform no work.

9.5. Holiday Work. If an employee is authorized to work on a holiday listed above, he shall be paid, in addition to his holiday pay, time and one-half (1 1/2) for all hours worked. Premium pay shall not be compounded or pyramided except as may be required by the Fair Labor Standards Act.

ARTICLE 10 VACATIONS

10.1. An employee shall earn vacation leave credits on their seniority date in accordance with the following schedule:

- a) After one year of continuous service but less than five years- five (5) days
- b) Five years of continuous service but less than ten years - ten (10) days
- c) Ten years of continuous service or more - fifteen (15) days

10.2. Vacation shall be granted or denied by the Highway Superintendent at the time it is requested by the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation period.

10.3. Vacation periods shall be taken each year. Employees who do not request a vacation period prior to the end of the ninth (9th) month following the year in which the vacation was earned shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three months remaining in the year as deemed possible and appropriate by the Highway Superintendent. If vacation is not scheduled or taken within the remaining three months, it shall be paid. The right to the allotment of vacations is exclusively reserved to the Employer.

10.4. Holidays falling within the vacation leave period shall not be charged to vacation leave use. An employee is not entitled to utilize sick leave credits during the vacation leave period.

10.5. In case of an emergency as determined by the Employer, the Highway Superintendent may cancel and reschedule any or all approved vacations in advance of their being taken.

10.6. An employee whose employment is terminated by reason of resignation, layoff or retirement shall receive compensation for accrued but unused vacation time. In the case of the death of an employee, such payment shall be made to the estate of the employee.

ARTICLE 11 BEREAVEMENT LEAVE

11.1. In the event of a death in the employee's immediate family, bereavement leave of up to three (3) work days shall be granted to an employee. Immediate family shall be defined as: parent, spouse, child, grandparent, grandchild and sibling. Natural, in-law and step relations are included in this definition.

11.2. Employees requesting bereavement leave may be asked for proof of relationship and/or proof of death. Failure to comply with said request will result in loss of bereavement pay.

ARTICLE 12 JURY DUTY

12.1. Employees shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall remit any compensation provided by the court to the Employer, excluding mileage and/or travel expenses paid by a federal court. The employee must notify the Highway Superintendent of jury selection, no later than his/her first scheduled work day following receipt of the notice.

ARTICLE 13 PERSONAL LEAVE

13.1. After one (1) year of continuous service an employee shall receive three (3) days of personal leave each calendar year. Personal leave is to be used for personal business. Except in the case of an emergency, an employee must request to use personal leave at least forty-eight (48) hours in advance. Personal leave shall be used in half-day or full day units subject to the approval of the Highway Superintendent. Personal leave does not accumulate from year to year.

**ARTICLE 14
SICK LEAVE**

- 14.1. The purpose of paid sick leave is to reasonably assure the receipt of income by an employee during one or more periods of personal illness. Under no circumstances is sick leave to be considered as an earned credit to be used for any other purpose.
- 14.2. Employees hired prior to January 1, 1991 shall receive 10 days of sick leave per year, and may accumulate sick leave up to ninety (90) days. Employees hired on or after January 1, 1991 shall receive five (5) days of sick leave per year, and may accumulate sick leave up to sixty (60) days. Upon obtaining the maximum accumulation of sick leave, credits are no longer earned. One (1) year of service is required prior to earning sick leave credits.
- 14.3. Sick leave shall be paid at the employee's regular rate of pay. To be eligible for paid sick leave, an employee shall notify the Highway Superintendent at least one (1) hour in advance of the normal starting time of their work when reporting illness. If an employee is ill for a period of three (3) days or more, he/she shall supply the Highway Superintendent with a physician's statement verifying illness. An employee shall also be required to authorize release of medical records to the Employer upon request for illnesses of three (3) days or more.
- 14.4. When an employee hired prior to January 1, 1991 retires at the age of 55 or over, he/she shall receive compensation for up to sixty (60) accrued, but unused sick leave days.

**ARTICLE 15
HEALTH INSURANCE BENEFITS**

- 15.1. The Employer shall provide a health insurance plan for its employees. The Employer reserves the right to change insurance carriers. Effective January 1, 2003, the Employer will contribute one hundred percent (100%) of the 2000-2001 monthly premium for individual coverage, that is, \$211.79. The Employer will also contribute 66.7% of the 2000-2001 monthly premiums for double and dependent coverage. Those monthly premiums are \$423.63 and \$565.25, respectively. The current practice for employee contributions will continue. That is, the Employee will pay the difference between the Employer contribution and the then current premium in equal installments for 24 pay periods of the year (2 pay periods per month). The Employer will not be required to contribute beyond the amount of the Employer contribution stated above.

15.2. For informational purposes, the 2002-2003 monthly premiums from MVP Health Care are guaranteed by them from November 1, 2002 through October 31, 2003. Those 2002-2003 monthly premiums are:

Single: \$259.41
Double: \$518.82
Family: \$692.35

ARTICLE 16 REGULAR WAGE RATES

16.1. Effective January 1, 2003, all full-time Motor Equipment Operators employed by the Town shall receive a job rate of \$12.79 per hour. Effective January 1, 2004, said job rate shall increase four percent (4%) to \$13.30 per hour. Effective January 1, 2005, said job rate shall increase by four percent (4%) to \$13.83 per hour.

16.2. The Highway Superintendent may designate one permanent employee as Deputy Highway Superintendent on an annual basis. Said employee shall receive an additional 25 cents per hour.

16.3. New employees hired as full-time Motor Equipment Operators on or after January 1, 2003, shall receive \$3.00 per hour less than the then current job rate. After successful completion of the probationary period of six months, said employee shall receive \$2.00 per hour less than the then current job rate. Every 12 months thereafter, the difference between the hourly rate of the new employee and the current rate for full-time employees shall decrease by 50 cents per hour until said employee receives the job rate of the other full-time employees. It is intended that it will take a new employee four and one-half years to reach the job rate.

ARTICLE 17 RETIREMENT

17.1. The Employer agrees to provide the applicable provisions of Article 14 and 15 of the New York State Retirement and Social Security Law for Tier 3 and Tier 4 members covered by this Agreement. Such members are required by law to contribute three percent (3%) of their annual earnings to the retirement system for their first ten (10) years of membership in this system.

ARTICLE 18
GRIEVANCE PROCEDURE

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

For the purposes of this article, work days will exclude Saturdays, Sundays and holidays. The time limits set forth herein are of the essence. They may, however, be extended by mutual written agreement of the parties.

The failure of the grievant to proceed within the time limits set forth herein shall terminate the grievance procedure at that step. The failure of the Employer 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 Highway Superintendent in writing within ten (10) working days after the grievance occurs. Within ten (10) working days after presentation of the grievance, the 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 the grievance is not resolved at Step 1, the aggrieved employee may submit within five (5) working days of the 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 employee and the Union business agent to discuss and review the allegations. Within five (5) working days of the meeting, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union business agent.

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 written grievance to the Town Board. The Town Board shall meet with the aggrieved employee and the Union business agent to discuss and review the alleged contract violation. Within five (5) working days of the meeting, the Town Board must respond in writing to the aggrieved employee with a copy to the union business agent.

Step 4 - In the event the grievance is not resolved at Step 3, the Union and only the Union may within ten (10) working days of receipt of the Step 3 decision, may, by written notice to the Town Supervisor and the New York State Public Employment Relations Board (PERB), request grievance mediation. The mediator will be selected by mutual agreement

from a list submitted to the parties by PERB. The decision of the mediator shall not be binding on either party. It shall be advisory only.

The cost of services and of any related expenses of the mediator shall be borne equally by the Employer and the Union except for the initial filing fee which shall be paid by the filing party.

The mediator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issue(s). If mediation 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 at Step 3.

ARTICLE 19 DISCIPLINE AND DISCHARGE

19.1. An employee covered by this agreement shall utilize the procedure for disciplinary and discharge matters set forth in Section 75, 76 and 77 of the New York State Civil Service Law. Service of the notice of discipline or discharge shall be made by personal service, if possible. If such service can not occur, it shall be made by registered or certified mail, return receipt requested.

19.2. In order to qualify under this section, an employee must have completed at least five (5) years of continuous full-time service in the non-competitive class.

ARTICLE 20 WORK RULES

20.1. The Employer may adopt, change or modify work rules necessary for safe, orderly and efficient operation.

20.2. Employees shall comply with all work rules.

20.3. The Employer agrees to furnish each employee with a copy of all applicable written work rules. To the extent possible as determined solely by the Employer, said copies shall be distributed in advance of the work rule adoption or modification. New employees shall be provided with a copy of the applicable work rules at the time of hire.

ARTICLE 21 SAVINGS CLAUSE

21.1. In the event that any term or provision of this agreement shall be determined or declared null, void or inoperative by any court or statute, such decision shall not affect any of the rest of this agreement which shall thereafter continue in effect.

21.2. If such determination or declaration is made, the parties to this agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative.

**ARTICLE 22
TAYLOR LAW**

PURSUANT TO THE PROVISIONS CONTAINED IN SUBDIVISION 1 OF SECTION 204A OF THE NEW YORK STATE 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 BY PROVIDING ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**ARTICLE 23
TOTAL AGREEMENT**

23.1. Notwithstanding any laws, rules or regulations that were previously in effect to the contrary, the foregoing constitutes the entire agreement between the parties and shall supersede any and all such previous rules, regulations, and laws, and no verbal statement or amendments, except as mutually agreed upon between the parties, in writing, annexed hereto, and specifically designated as an amendment to this agreement, shall supersede or vary the provisions herein.

**ARTICLE 24
TERM OF THE AGREEMENT**

24.1. This agreement shall be in full force and effect from January 1, 2003 to December 31, 2005.

**ARTICLE 25
AGENCY SHOP**

25.1. The Employer shall deduct from the pay of employees in the bargaining unit as set forth in Article 1 - Recognition of this Agreement, who are not members of the Union, the amount equivalent to the dues levied by the Union, and shall transmit the sum so deducted to the Union in accordance with Chapters 677 and 678 of the Laws of 1977 of the State of New York. The Union affirms that it has adopted such procedure for refund of agency shop fee deduction as required by Section 3 of Chapters 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect, but only for the life of this Agreement, so long as the Union maintains such procedure.

25.2. The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this article of this Agreement. The Union agrees to indemnify the Employer in the same manner as for dues check-off. The agency shop fee for the specified term of this Agreement shall be deducted according to the schedule for membership dues deduction.

ARTICLE 26 BULLETIN BOARD

26.1. The Employer agrees to provide a bulletin board for the use of the Union to post notices and other information at the Highway Garage. Such notices shall be of a non-controversial nature, and the signature (or facsimile signature) of a duly authorized union representative will be affixed to every union notice posted on this bulletin board. Notices shall be approved by the Highway Superintendent prior to being posted.

ARTICLE 27 CALL-IN

27.1. when an employee, after leaving his/her place of work. Called in and reports for work other than during his/her regularly scheduled work time, such employee shall be guaranteed a minimum of two (2) hours work or a minimum of two (2) hours compensation at the employee's regular hourly rate.

SIGNED BY EMPLOYER AND UNION

FOR THE TOWN OF BROOKFIELD:

Loren Corbin
Loren C. Corbin
Town Supervisor

Date

1/21/2003

Douglas F. Wilson
Douglas F. Wilson
Business Agent

Date

1-15-2003