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Contract Database Metadata Elements

Title: **Carlisle, Town of and Town of Carlisle Highway Department Unit, International Brotherhood of Teamsters (IBT), Local 294 (2004)**

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Union: **Town of Carlisle Highway Department Unit, International Brotherhood of Teamsters (IBT)**

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BC
8068

AGREEMENT

BETWEEN

TEAMSTERS LOCAL 294, AFFILIATED WITH

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET
ALBANY, NEW YORK



AND

THE TOWN OF CARLISLE

PERB CASE NO. C-3538

RECEIVED

DEC 13 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

3

Agreement entered into this ____ day of December, _____, effective January 1, 2004 by and between the TOWN OF CARLISLE, county of Schoharie, New York (hereinafter referred to as the "Town") and Local 294, International Brotherhood of Teamsters, Albany, New York (hereinafter referred to as the "Union").

ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department as to PERB certification C-3538.

ARTICLE II

This contract shall be for the period commencing January 1, 2004 and ending December 31, 2006.

ARTICLE III WAGES

Starting January 1, 2004, full-time employees shall receive \$ 12.40 per hour.

Starting January 1, 2005, full-time employees shall receive \$ 12.90 per hour.

Starting January 1, 2006, full-time employees shall receive \$ 13.30 per hour.

Part-time employees will not work more than twenty (20) hours in any one (1) week, except in snow emergency, and will not receive more wages per hour than the new hire rate in place at the time.

New employees, hired after January 1, 1994, shall receive \$1.00 per hour less than the full time base rate in effect at the time for the first six (6) months of their employment. They shall receive \$.75 less per hour the second six (6) months. \$.50 less per hour the third six (6) month period and \$.25 less per hour the fourth six (6) month period. After two (2) years, they will receive the full base rate of pay. The Deputy Superintendent shall receive \$50.00 per month in additional compensation.

ARTICLE IV LONGEVITY PAY

Effective January 1, 1994 there shall be established a longevity schedule retroactive to the date of employment for all full time employees granting the following sums of money in addition to their normal salaries, to be paid each year (not compounded) on their anniversary date.

After 5 years of continuous service - \$ 400.

After 10 years of continuous service - \$ 800.

After 15 years of continuous service - \$1,200.00

ARTICLE V AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union, or if any employee is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a bargaining unit union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered by the Union as the exclusive collective bargaining representative.

If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the monthly membership dues payments and the monthly agency shop fees above described shall be withheld and the Employer (or the Employer's agent) shall immediately thereafter transmit the same to the Union.

ARTICLE VI PRESENT RETIREMENT

The Town will continue its current Pension Program under the New York State Retirement System.

ARTICLE VII HEALTH AND WELFARE

The Town will continue to provide Health Insurance as currently provided with the Empire Plan or an equivalent plan with no diminishment of benefits, for full- time employees, under the following guidelines:

The Town will provide individual health insurance coverage for full time employees hired before January 1, 2004 at no cost to the employee. For full time employees hired on and after January 1, 2004, the Town will contribute 85% of the individual health insurance premium. The employee will be responsible for the remaining 15%.

For all employees regardless of the date of hire, for family health insurance coverage, the town will be responsible for 60% of the cost of the family health insurance premium minus the cost of the individual health insurance premium. The employee will be responsible for the remaining 40% of this difference in addition to the above individual coverage contribution.

Health Insurance Buy-Out-Option:

A: Effective November 1, 2004, an employee who is eligible for family coverage under the town's health insurance program, but elects in writing to forego all medical coverage, will receive Two Thousand Dollars (\$2000.00) annually in lieu of medical coverage. An employee who is eligible for individual coverage under the town's health insurance program, but elects in writing to forego all

medical coverage, will receive One Thousand Dollars (\$1000.00) annually in lieu of medical coverage.

B: No employee shall be eligible to receive any payment authorized by the forgoing paragraph unless the employee shall have presented written proof to the town that such employee and such employee's eligible dependents are covered by a plan of medical and health insurance benefits for the period that such employee elects not to be covered by the plan of medical and health insurance benefits provided by the town.

C: The employee will receive such payment on the last pay period in January or July for the preceding six (6) months prorated according to the number of full months the employee has opted out of the town's insurance plan provided the presentation of the required proof of coverage has been received. It is the obligation of the employee to notify the town of a termination of alternative medical and health insurance coverage.

D: Employees may re-enter the health plan in accordance with the requirements of the health insurance carrier.

ARTICLE VIII EQUIPMENT

The Employer shall comply with all OSHA provisions, rules and regulations, and any other applicable state and federal laws, rules and regulations relating to safety.

ARTICLE IX GRIEVANCE PROCEDURE

In the event of a disagreement between the parties involving the interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. The Town Highway Superintendent will discuss the matter with a representative of the Union within ten (10) working days of notice of said disagreement. If a mutually acceptable resolution is not forthcoming the following steps will apply.
2. A meeting will be held with the Town Supervisor and Town Board representative(s) within thirty (30) calendar days unless otherwise mutually agreed in writing.
3. If the dispute or disagreement is not settled within forty five (45) calendar days thereafter, either party may take the dispute to arbitration upon the service of their intention to do so, which notice shall be served within ten (10) calendar days from the date of impasse, unless otherwise mutually agreed by the parties in writing. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board, under Mediation Arbitration (MED ARE) procedures. The cost of such service shall be borne equally between the parties. Any other associated expenses incurred by the parties shall be the obligation of the party incurring them.

ARTICLE X

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit, to assist or participate in any such strike, or to impose an obligation upon its member to conduct, assist or participate in such strike.

ARTICLE XI

The parties agree hereto that all benefits and privileges and conditions enjoyed by the employees and employer in the past shall continue to remain in effect in addition to all the benefits and conditions

set forth in the Agreement herein. Duties as set forth by the Town in the past shall be adhered to. All employees must serve a maximum of six (6) months probationary employment. During this period, the employee is not entitled to any time off except for holidays, or as granted by the Highway Superintendent. All benefits start from the date of non-probationary status and are accrued on the anniversary date.

ARTICLE XII SENIORITY

Employees shall gain seniority after 6 (six) months of employment. Lay-off and rehire shall be in seniority order. Seniority to be held for twelve (12) months on lay-off. Overtime and emergency work shall be distributed on a rotational basis as per past practice. Full-time employees shall have preference on emergency and overtime work whenever practical.

ARTICLE XIII WORKDAY-WORKWEEK-OVERTIME

The normal workday shall be from 7:00 A.M. to 3:30 P.M.

Full-time employees shall be paid at the rate of time and one half after (40) forty regular scheduled hours. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks per day, one (1) in the morning and one (1) in the afternoon. Employees shall be entitled to a one half hour lunch between the fourth and fifth hour. There will be a minimum call in time that will guarantee full-time employees four (4) hours on a minimum call in at one and one half times the hourly rate. Sunday work to be paid at time and one-half. If an employee is called into work outside of normal working hours, the employee will be given one (1) hour to report to work.

ARTICLE XIV HOLIDAYS

The following days shall be designated as Holidays covered by this Agreement:

- | | | |
|------------------------|--|-----------------------|
| New Years Day | Veterans Day | Thanksgiving Day |
| Day after Thanksgiving | Memorial Day | Labor Day |
| Christmas Day | July 4 th -Independence Day | Two Floating Holidays |

During the construction season (beginning the first full week of May and ending the first full week of September) the Highway Department will continue the policy of a 4 (four) day 10 (ten) hour a day work week. Due to the 3 (three) Federal holidays that fall during this period (Memorial Day, Independence Day, Labor Day) the employee must reimburse the Town for 6 (six) extra hours of pay. This may be accomplished by working 4 (four) hours overtime or charging 6 (six) hours against accrual times. The above listed holidays are paid holidays. Any employee required to work on said holiday will in addition to one day's holiday pay be paid at the rate of double time for all hours worked on said holiday. Employees called to work on a holiday shall be guaranteed four (4) hours pay.

ARTICLE XV PERSONAL DAYS

Full-time employees shall be granted 5 (five) paid personal days annually to be taken with mutual consent between the employee and the Highway Superintendent. In the event of employee separation from town employment, any accrued but unused personal days shall not be compensated to the employee.

ARTICLE XVI VACATIONS

Full-time employees shall be entitled to 1 (one) week unpaid vacation after 6 (six) months of service. Full-time employees shall be entitled to 1 (one) week paid vacation after 1 (one) year of service, 2 (two) weeks paid vacation after 3 years service and for subsequent years, paid vacation as follows:

- 11 days after six (6) years
- 12 " " seven (7) years
- 13 " " eight (8) years
- 14 " " nine (9) years
- 15 " " ten (10) years or longer

Vacations shall be scheduled with Superintendent's prior approval. Years of service shall be accrued on the employee's anniversary date. Vacation time may be used after the employee's anniversary date. Employees have the option of carrying over one (1) week's vacation to the next year, or of being paid for that week. A vacation week carried to the second year must be used or paid out by the end of the second year. In the event of employee separation from Town employment any accrued but unused vacation time shall be compensated to the employee.

ARTICLE XVII SICK LEAVE - COMPASSIONATE LEAVE

A. SICK LEAVE: All full-time employees are entitled to ten (10) days sick leave annually with pay. If three (3) or more consecutive days are taken in any one illness, a doctor's excuse showing nature of illness must be furnished at time of resuming work. If sick leave is taken for illegal purposes such as hunting, the time will be deducted from vacation allowance, not from sick leave.

Doctor's visits or hospital tests may be taken as part of sick leave and may be used as half days or full days. Any employee who has unused sick leave remaining at the end of each year of employment shall bank the first five (5) days or any portion thereof to a maximum of forty (40) days by any employee. Any additional unused sick leave days beyond the five (5) days shall be reimbursed to the employee at his regular daily rate of pay at the end of each year of employment or as soon as practicable thereafter. For any banked sick leave days to be used by an employee a doctor's certificate shall be required. In the event of employee separation from employment, any accrued but unused sick days shall not be compensated to the employee.

B. COMPASSIONATE LEAVE: In the event of a death in an employee's immediate family, mother, father, step-mother, step-father, spouse, child, brother or sister, an employee shall be entitled up to three (3) days paid compassionate leave up to and including day of the funeral. An employee shall be entitled to one (1) day paid compassionate leave in the event of a death of an employee's mother-in-law or father-in-law. Additional leave without pay shall be granted with permission of Superintendent.

ARTICLE XVIII STEWARDS

A. There shall be one (1) steward only in the department.

B. The steward, during his working hours without loss of time or pay, may investigate and present grievances to the Town.

C. Seniority of Stewards: Notwithstanding their positions on the seniority list, stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in their department which they can perform, and shall be recalled to work in the event of a lay-off on the first open job

in their department which they can perform.

ARTICLE XIX PAY DAY

The Town agrees employees shall be paid weekly on Friday.

ARTICLE XX CLOTHING ALLOWANCE

The Town agrees to pay each regular employee \$150.00 (one-hundred fifty dollars) voucher annually as a clothing allotment. This payment shall be made during the month of January each year to be used for safety shoes first and then other needed clothing. The Town will provide each employee with five (5) orange safety t-shirts each year.

ARTICLE XXI BARGAINING UNIT WORK

The Town shall make every effort to ensure all bargaining unit work is performed by bargaining unit employees. The current practice of the Superintendent as an adjunct compliment to the work force shall be maintained. The intent of this practice shall not be to displace bargaining unit members.

For the Town Of Carlisle

Yang K. Arnold
Supervisor

Robert Z. Smith
Councilman

Christine D. Worthington
Councilman

Edward C. Lewis
Councilman

Mary Sheapang
Councilman

For Teamsters Local 294

John Bulgaro
President John Bulgaro

Paul Engel
Business Agent, Paul Engel