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#### Contract Database Metadata Elements

Title: **Barker, Town of and Barker Highway Department, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 693 (2005)**

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Union: **Barker Highway Department, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **693**

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BC/8803

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TRANSISTERS LOCAL 693 (Hwy Dept)

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11/05 - 12/31/07

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**RECEIVED**

OCT 10 2006

NYS PUBLIC EMPLOYMENT

- 5 Employees  
in Bargaining Unit

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This is an Agreement entered into by and between the **TOWN OF BARKER**, (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL 693 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (I.B.T.), AFL-CIO**, (hereinafter referred to the "Union") under Article 14 of the Public Employment Act of the State of New York.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, REQUIRING THE 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 1 - RECOGNITION**

The Employer (Town of Barker) hereby recognizes the Union (Teamsters Local No. 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all full-time non-supervisory Town Highway Department Motor Equipment Operators, Heavy Motor Equipment Operators, mechanic, including Highway Deputy. All other Employees, including all casual, seasonal, temporary and substitute Employees are excluded from this Agreement.

### **ARTICLE 2 - NO DISCRIMINATION - NO STRIKE**

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the Employees within the Unit, whether members of the Union, or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement.

### ARTICLE 3 - UNION SECURITY

1. Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.

2. The Employer agrees to make payroll deductions for union dues (not including initiation fees, fines or special assessments) at the full rate per month or as certified in writing by the Union and for Agency Fees at One Hundred percent (100%) of the current union dues. That amount will be deducted from the first paycheck each month and remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense, it may incur resulting from the aforesaid deductions.

3. Non-union members shall be required to pay an Agency Fee as stated in Article 3.2.

4. The Employer agrees to allow a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

5. The Employer agrees not to enter into any agreement or contract with his employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such Agreement shall be null and void.

6. The Highway Superintendent shall not do bargaining unit work unless all the other employees are called.

The Highway Superintendent shall not interfere with regular employees who are eligible to receive overtime for more than two hours per required incident, unless those eligible employees have been given the opportunity to work those additional hours.

#### **ARTICLE 4 - INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the Highway Garage with the approval of the Highway Superintendent for the purpose of adjusting disputes, investigating work conditions, collections of initiation fees and dues and ascertaining that the Agreement is being adhered to. This is to be done with the prior approval of the Town Highway Superintendent.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

Union recognizes the rights of the Town to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means and personnel by which its operation are to be conducted; the right to direct its employees, determine the number of employees it will employ, the right to hire, suspend, discharge, discipline (for just cause), promote, demote or transfer, to maintain discipline and efficiency of employees, to determine the contents of job classifications; to take all necessary action and to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work. The above rights of the Town are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Town. Any and all rights, powers and authority the Town had prior to entering into this Agreement, are retained by the Town, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

#### **ARTICLE 6 - STEWARDS**

1. The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward.

2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities on the condition the employees will be paid by the

Employer for time spent on these duties or activities during working hours:

(a) The investigation and presentation of grievances in accordance with the grievance article. (Article 8)

(b) Posting notices, negotiations and conferences with the Employer.

#### **ARTICLE 7 - SENIORITY**

1. A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, (except for discharge or discipline for union activity) up to the time he has been placed on the seniority list (after working six (6) calendar months) during which time he will be considered a probationary employee. By recommendation of the Highway Superintendent and agreement with the Union probation may be extended up to three additional months.

2. After working the probation period, a new employee hired in this unit full-time shall be placed on the seniority list as of his first day of full-time employment in the unit with the Town.

3. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Call back of Employees shall be by seniority and qualifications for the job. An employee to be considered available, must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

4. (a) Employees to be laid off shall be given 14 calendar days notice of lay-off.

5. When the working force is increased after a lay-off employees shall be recalled based upon their previous seniority with the Employer prior to lay-off. Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within ten (10) calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

(a) No new employees shall be hired until all employees on lay-off status have first been given the opportunity to return to work per the provisions of this Article.

#### ARTICLE 8 - GRIEVANCE PROCEDURES

In the event that any difference, dispute, or controversy should arise between the Union, and employee and the Employer over the application and interpretation of the terms of this Agreement or work conditions there shall be no work slow-down or work stoppage. An earnest effort will be made to settle such difference immediately and in the following manner:

1. Informal discussion - An aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee.

2. Formal grievance procedure - A grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten work days of the knowledge of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

a. Step 1 - Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within five workdays of receipt of the grievance, the Superintendent will with the grievant and/or the steward at which time they will discuss the complaint. Within five workdays after the meeting, the Superintendent will render a written decision to the grievant(s).

b. Step 2 - Town Supervisor or designee. If the answer in Step 1 is unsatisfactory to the Union they may submit the grievance, within ten workdays of completion of step 1 by serving written notice on the Supervisor by personal service or registered mail. The Supervisor or his/her designees will hold a meeting within ten workdays of receipt of the written notice at which time the grievant and/or the Union's Business Agent will discuss the complaint. A written decision will be rendered by the Town Supervisor or his/her designee within five workdays after the hearing. Times may be extended by mutual agreement.



c. If the decision in Step 2 is unsatisfactory, to the Union the parties agree to submit the grievance to a mutually agreed upon Mediation and Arbitration Service. If there is no agreement as to the mediator/arbitrator then the choice will alternate between the parties to this agreement.

#### **ARTICLE 9 - DISCIPLINARY ACTION/DISCHARGE**

1. The Employer may discipline and/or terminate the employment of any employee for just cause. Just cause shall include, but is not limited to, theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, insubordination, use of alcohol or intoxicants while working, use of any drugs, barbiturates, or any amphetamines as defined under the Pure Drug and Food Act unless prescribed by a physician. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause. If an employee is discharged for cause due process begins with the Town Supervisor or his/her designee.

2. Any disciplinary action or discharge made within the probationary period as specified in Article 7 of this Agreement shall not be subject to question by the Union or employee or made the subject of a grievance or arbitration.

3. If employment is terminated by either the Employer or employee accrued vacation shall be paid to the employee. In the event an employee is convicted of a crime in a court of Law where the Town is deemed to be the victim the employee will lose accrued and unused benefits.

4. In case of a discharge, the Town will notify the Business Agent of the Union, who shall have the right to investigate. Notice by the Employee or the Union must be given to the Town Supervisor within five (5) working days after discharge. A hearing is to be held within 5 working days after the receipt notice. A written decision is to be sent within 5 working days after the hearing to the employee and the Union. If the employee wishes to proceed the union has 10 working days to file for arbitration.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

1. The regular work week shall consist of forty (40) hours as follows:

Winter	Monday - Friday	6-2:30	5 days per week
Summer	Monday - Thursday	6-4:30	4 days per week

When to change hours is at the discretion of the Highway Superintendent

1.a Overtime will be paid after 40 hours worked. Employees shall not be sent home prior to the completion of 8/10 hour days. (This procedure is not to be construed to allow split shifts.)

2. The Highway Superintendent shall maintain and make available to employees, at reasonable times and reasonable intervals a daily record showing time worked.

3. Work schedules shall provide for a 15 minute break in the morning on an 8 hr. day and an additional 10 minute break in the afternoon on a 10 hr. day.

4. An employee called for emergency duty, in addition to his regular working hours, shall receive not less than 2 hours pay.

5. Overtime will be paid at time and one-half the regular rate of pay for all hours worked over 40 hours in per week.

6. Overtime Procedure: Overtime concerning members of Teamsters Local 693 and the Town:

a. The Town of Barker cannot place Union employees on 24 hr. call.

b. Overtime shall be voluntary except in the cases of declared emergency. (Emergency are defined as severe weather conditions snow, rain, wind, ice, etc. requiring prompt action for public safety.)

8. Time for the purposes of calculating overtime:

A) Vacation time during winter hours (8 hour days) will count as time worked. In the event the Superintendent does not implement summer hours (10 hour days) then, "Summer Hours" will be deemed to be implement by the period of daylight savings time.

B) Sick days, Holidays and Bereavement days shall be considered time worked.

9. Employees who are members of Volunteer Fire Departments and are absent from work while attending fires, or who are members of Volunteer Emergency Squads performing duties connected with providing life saving assistance or transporting injured persons to receive medical treatment, shall be excused from work, not to exceed two (2) hours without loss of pay or benefits, if they are called out prior to the commencement of the work day. Proper documentation for absences is required. Employees will not be paid if they leave work after the commencement of the workday.

**ARTICLE 11 - WAGES**

The Employer will pay the following basic wages to the unit employees:

As of January 1, 2005 the wages will be as follows:

1-1-05	1-1-06	1-1-07
15.26	15.72	16.19

Longevity:

Years of service	Total
5	104.00
6	124.80
7	145.60
8	166.40
9	187.20
10	208.00
11	228.80
12	249.60
13	270.40
14	291.20
15	312.00

16	332.80
17	353.60
18	374.40
19	395.20
20	416.00
21	436.80
22	457.60
23	478.40
24	499.20
25	520.00
26	540.80
27	561.60
28	582.40
29	603.20
30	624.00

There will be a cap at 30 years for present employees and 20 years for new hires.

Longevity will be paid the last paycheck in June in a separate check.

(b) Paydays will be bi-weekly.

(c) Full-time employees under this Bargaining Unit can elect to have payroll deductions.

**ARTICLE 12 - HOLIDAYS**

1. Permanent full-time employees shall be entitled to the following Holidays plus 2 floating holiday.

1. New Year Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day
7. Election Day
8. Veteran's Day
9. Add one additional floating holiday to be taken at the employees discretion.

2. Should an employee be required to work on a holiday, he shall be paid at the rate of one and one-half his regular pay, plus

his holiday pay.

3. All work required to be performed on any of the above listed holidays shall be compensated at time and one-half the employees regular rate of pay in addition to his regular holiday pay for that day.

4. If a holiday falls on a Sunday, then the succeeding Monday shall be a paid holiday. If a holiday falls on a Saturday then the preceding Friday shall be a paid holiday.

5. If a holiday falls within an employees vacation period. That day shall not be charged as vacation.

6. For the purpose of computing overtime, all holidays worked or unworked for which an employee is compensated shall be regarded as hours worked.

7. Employees that abuse the holiday benefit or practice taking the day before or after off on sick time shall be required to furnish a Doctor's certificate in order to be paid for the holiday.

#### ARTICLE 13 - VACATIONS

1. Each employee will be granted vacations as follows:

Years	Days	Hours
1	5	40
2	10	80
4	11	88
6	12	96
8	13	104
10	15	120
12	16	128
15	17	136
17	18	144
20	19	152
23	20	160

2. Ten (10) days vacation can be carried over.

3. All accrued vacation will be paid for on separation from employment to the employee or to his estate upon his death.

**ARTICLE 14 - HEALTH INSURANCE**

It is agreed between the parties that the Town shall provide fully paid Health Insurance NYS Teamsters Health and Hospital for all bargaining unit employees.

It is further agreed that there shall be no reduction of benefits as presented and agreed upon.

The employee will pay 13% of the cost of family health insurance. The Town will pay 87% of the cost of family health insurance. The 13% is to be deducted under the IRC 125. If the employee wishes he may not have the cost deducted pre-tax.

Retirees may continue their present health insurance. The full expense is to be paid by the retiree. This is subject to the acceptability of the insurance carrier.

**ARTICLE 15 - SICK LEAVE**

1. Each employee will be entitled to 8 hours per month. Sick days may be accumulated to maximum of four hundred (400) hours. Sick leave will be paid out on retirement.

2. After three (3) consecutive days a Doctor's slip is needed.

3. Town will pass 41J NY retirement.

4. Sick time is to be used for sickness or doctor's appointments only.

5. Sick time may be taken in hourly increments.

6. Sick leave shall be increase by 12 days each year.

1-1-05	up to 62 days
1-1-06	up to 74 days
1-1-07	up to 86 days

**ARTICLE 15 A - PERSONAL LEAVE DAYS**

Each employee shall be entitled to 24 hrs. Personal time per

year with no accumulation.

Personal time may be used in hourly increments.

Personal time and vacation time (including summer) will be counted as time worked for the purpose of overtime.

#### **ARTICLE 16 - WORKERS COMPENSATION**

Employer shall maintain appropriate statutory Workers Compensation coverage. Should an employee have accumulated sick leave, personal days or vacation time, the employee may choose to use his accumulated sick leave, personal days or vacation time to supplement his workers compensation benefits to keep the employee at full pay while out on workers compensation. The employee must make his supplemental request in writing and his pay will be supplemented at the rate of one third his regular pay for so long as he has remaining accumulated sick leave, personal days or vacation time.

The Town will continue to carry Disability Insurance.

#### **ARTICLE 17 - ABSENCES**

1. After five or more consecutive days of absence, and after a serious injury or sickness, the employee must submit to the Superintendent of Highways a note signed by a doctor stating that the employee is capable of resuming his duties before he will be allowed back to work.

#### **ARTICLE 18 - BEREAVEMENT LEAVE**

(a) Three (3) full days with pay will be granted for a death in the immediate family of the employee. "Immediate family" to be defined as father, mother, brother, sister, grandparents, grandchild, spouse or children, mother or father in law, step-children.

(b) One (1) full day with pay will be granted for a death of an Aunt, Uncle, sister-in-law and brother-in-law for attendance at a memorial or funeral service.

(c) Bereavement leave may be extended with sick time or personal time if needed.

(D) One day of bereavement leave may be held for interment in the spring.

#### ARTICLE 19 - LEAVE OF ABSENCE

Leaves of absence from the bargaining unit may be granted at the sole discretion of the Town Board for not more than six (6) months and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Application for leaves of absence must be in writing to the Superintendent of Highways, two (2) weeks in advance, and the granting of such leaves of absence must be in writing.

**Family and Medical Leave Act** - The Employer shall provide eligible employees with all rights granted under the Family and Medical Leave Act (FMLA) which are not otherwise covered by provisions in this contract. All accrued paid sick leave will be part of the allowed twelve week period for personal illness. Accrued paid vacation and personal leave will be substituted for a portion of the FLA. leave at the employee's option.

#### ARTICLE 21 - VETERANS AND MILITARY RIGHTS

All employees covered by this Agreement shall be afforded all rights and benefits required by Federal or New York State veterans or military laws governing leave time or reemployment rights.

#### ARTICLE 22 - UNION MAILING ADDRESS

The mailing address for the Union shall be 41 HOWARD AVE. BINGHAMTON, NEW YORK 13904.



## **ARTICLE 23 - PROTECTIVE DEVICES**

The Employer shall provide safety equipment as required by Federal or New York State Law.

The following minimum equipment must be provided:

Eye wash station  
Masks  
First Aid Station

No employee is to drive a vehicle that the driver or mechanic deem unsafe until it is repaired.

A clothing allowance/shoes of \$275.00 per year shall be provided. This allowance is to be paid at the beginning of the year in a separate check.

## **ARTICLE 24 - RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING**

See Section 209 of the Taylor Law

## **ARTICLE 25 - SAVINGS CLAUSE**

Should any provision of this Agreement be declared illegal by any court or competent jurisdiction, the parties shall honor the remainder of this Agreement and shall meet to renegotiate the provision declared illegal.

## **ARTICLE 26 - RETIREMENT**

NYS Retirement System

## **ARTICLE 27 - Miscellaneous**

\* Fines incurred, if approved or ordered by the employer, for overloads, emissions violations, or vehicle safety violations (i.e. unsafe tires, lights, glass, flares or triangles, fire extinguishers, brakes, frame suspension, faulty seat belts and all other violations covered by New York State Inspection and Federal Motor Truck Safety Laws) shall be paid by the Town of Barker in a timely manner so as not to jeopardize the Commercial Driver's License (CDL) of the employee involved. The Town of Barker shall

not be responsible for tickets for fines issued to employee(s) for speeding violations, reckless driving, driving while intoxicated, or other moving violations which are the responsibility of the employee/driver.

**COMMERCIAL DRIVER'S LICENSE:** All employee's must obtain a commercial driver's license (hereinafter referred to as a CDL) within six (6) months of their hiring date, if they do not hold a CDL when hired. The employee will pay for renewal of their CDL's license.

In the event an employee becomes ineligible to hold a CDL the person will be determined ineligible to work. In the event the person has a suspension of less than three (3) months, that person may, in the discretion of the Supervisor, be continued to be employed in a lessor position.

**ARTICLE 28 - DURATION OF AGREEMENT**

This Agreement will continue in force and effect from January 1 2005 to December 31, 2007 and thereafter from year to year unless modified or terminated after said period, or any aggregate period thereafter, at the option of either party, by giving at least one hundred twenty (120) days written notice to the other party prior to any termination date.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 28<sup>th</sup> 13<sup>th</sup> day of January 2005.  
April

TEAMSTERS LOCAL UNION NO. 693

TOWN OF Barker

BY: Robert V. Dunbar  
BY: Pres/Rep/BTA  
Title

Law Alldworth  
Supervisor  
Title