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BC/ 8146

COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, I.B.T.

and

TOWN OF DOVER

JANUARY 1, 2006 to DECEMBER 31, 2010

RECEIVED

JUL 31 2008

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

8 EMPLOYEES COVERED
BY THIS AGREEMENT

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THIS AGREEMENT to be effective on and retroactive to the 1st day of January 1, ²⁰⁰⁶~~2002~~ by and between **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter referred to as the "Union") and the **TOWN OF DOVER** (hereinafter referred to as the "Town").

ARTICLE I
UNIT

Section 1: This Agreement shall apply to all Employees of the Town employed in the title of Foreman, Mechanic, Heavy Equipment Operator (H.E.O.) Driver and Laborer (hereinafter referred to as "Employees").

ARTICLE II
RECOGNITION

Section 1: The Union having been certified as the sole and exclusive bargaining agent for all Employees of the Town employed in the titles set forth in Article I, Section 1 of this Agreement by the New York State Public Employer Relations Board (P.E.R.B. Case No. C-3805) shall represent the Employees for the purpose of collective negotiations with the Town in the determination of the terms and conditions of employment and in respect to the administration of grievances arising under the collective bargaining agreement.

Section 2: Within ten (10) days after the date of ratification of this Agreement, the Town agrees, that, upon presentation of dues deduction authorization cards signed by the individual employees to which this Agreement is applicable, it will make monthly deductions from the wages of such employees in the amounts so designated by the Union as membership dues and will remit such deductions to the Union, together with a

list of employees from whose wages such deductions have been made. Pursuant to Section 201(4) of the Civil Service Law, the Town will deduct an amount equal to the normal dues paid by Union members from the wages of said employees who are not members and remit such amounts to the Union in the same manner as provided for dues deductions. The Town shall be held harmless and indemnified by the Union for any claims, demands or suits arising out of or in connection with the collection of dues or agency shop deductions by the Town.

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

Section 4: There shall be one (1) Shop Steward and one (1) Assistant Shop Steward whose names shall be certified by the Union to the Town. The Shop Steward shall be permitted reasonable time from work for the purpose of adjusting grievances and for the administration of this Agreement. The Shop Steward and Assistant Shop Steward shall be permitted time from work for the negotiation of successor agreements. The Stewards shall not leave their assigned duties for the above-described purposes without

permission from the department head, which shall not be unreasonably denied.

ARTICLE III RECIPROCAL RIGHTS

Section 1: The Union recognizes the right of the Town to manage, but not in conflict with the terms and conditions of this contract; and the Town recognizes its responsibility to direct the work force so that the dignity of labor of the individual shall be protected. The Town shall so administer its responsibilities as to be impartial and fair to all Employees and shall not discriminate by reason of nationality, creed, race or sex. Similarly, the Union and Employees recognize their responsibility to fully cooperate with the Town so that the dignity of management shall be maintained.

Section 2: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including but not limited to the right to determine the mission, purposes, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel required for conduct of Town programs; 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 establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or 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 IV
CLASSIFICATION, RATES AND WAGES**

Section 1: The hourly wages to be paid for each classification shall be as set forth below, effective on the date indicated:

	<i>3.5%</i> Effective 1/1/06	<i>3.5%</i> Effective 1/1/07	<i>3.5%</i> Effective 1/1/08	<i>3.5%</i> Effective 1/1/09	<i>3.5%</i> Effective 1/1/10
Foreman	\$20.12	\$20.82	\$21.55	\$22.30	\$23.09
Mechanic	\$20.12	\$20.82	\$21.55	\$22.30	\$23.09
Heavy Motor Equipment Operator (HMEO)	\$18.37	\$19.01	\$19.68	\$20.37	\$21.08
Driver	\$17.67	\$18.29	\$18.93	\$19.59	\$20.27
Laborer	\$16.92	\$17.51	\$18.13	\$18.76	\$19.42

- (1) Retro-active payment due employees for wages and/or overtime shall be paid by the Town within a reasonable time from date of ratification.

**ARTICLE V
WORK DAY AND WORK WEEK**

*Ratified 4/27/06
Signed + Returned by Union
5/12/06*

Section 1: The work week shall consist of eight (8) consecutive hours per day (not including a one-half (1/2) hour unpaid lunch period). The work week shall consist of five (5) consecutive work days, currently Monday through Friday; any change shall be subject to impact negotiations. Employees shall be entitled to a fifteen (15) minute paid coffee break before lunch.

ARTICLE VI
PREMIUM TIME

Section 1: Time and one-half (1-1/2) the Employee's regular rate of pay shall be paid for:

- a. After (8) hours per day.
- b. After forty (40) hours in a week.

Section 2: Employees who are called in to work on their normal off duty hours shall be paid at the appropriate overtime rate for four (4) hours or the appropriate overtime rate for time actually worked, whichever is more.

ARTICLE VII
HIGHER CLASSIFICATION PAY

Section 1: Employees who are assigned to work in a higher pay classification for nine (9) consecutive hours or more, shall be entitled to the higher rate of pay for all hours so assigned over nine (9) consecutive hours.

Section 2: Those Employees assigned to work in a lower pay classification shall be entitled to be paid at the rate of pay for their regular pay classification.

ARTICLE VIII
PAID HOLIDAYS

Section 1: Employees shall be entitled to twelve (12) paid holidays per year, paid in the form of time off with full pay.

Section 2: Employees required to work on a paid holiday shall, in addition to

their holiday pay, be paid at the appropriate overtime rate for time worked.

Section 3: Those Employees required to work on Christmas Day (December 25) and/or Thanksgiving Day (the last Thursday in November of each year) shall be paid at the rate of two (2) times their normal rate of pay for all time worked, plus holiday pay.

Section 4: Contractual paid holidays shall be:

New Years Day	Independence Day	Columbus Day
Martin Luther King's Birthday	Labor Day	Thanksgiving Day
Presidents Day	Election Day	Day After Thanksgiving
Memorial Day	Veterans Day	Christmas Day

a. Those paid holidays which fall on Sunday shall be celebrated on the following Monday.

b. Those paid holidays that fall on a Saturday, shall be celebrated on a day mutually agreed to by the Superintendent and the employees.

**ARTICLE IX
VACATION**

Section 1: Employees shall be entitled to an annual paid vacation based on their length of service with the Town according to the following schedule:

Vacation Credit Accumulation

During 1st year	-	<i>same</i> 4 hrs. per pay period
After first year	-	4 hrs. per pay period (104 hrs. vacation)
After five years	-	5 hrs. per pay period (130 hrs. vacation)
After ten years	-	6.5 hrs. per pay period (169 hrs. vacation)

<u>Completed Years of Continuous Service</u>	<u>Additional Vacation Credit</u>
15 to 19	1 day (8 Hrs.)
20 to 24	2 days (16 hrs.)
25 to 29	3 days (24 hrs.)
30 or more	4 days (32 hrs.)

Additional vacation credits will be accrued on the anniversary date of employment.

Section 2: Unused vacation may be accumulated to a maximum of fifty (50) work days (400 hours). *plus 320*

In the event of the resignation, retirement or death of an Employee, the Employee or his/her estate shall be paid in cash for all accumulated unused vacation. Such payment, to a maximum payment of forty (40) days (320 hours), shall be made at the regular rate of pay of the Employee on his/her last day of employment with the Town and shall be paid within thirty (30) days of such resignation, retirement or death.

Section 3: If more than one (1) vacation request is submitted, requests will be granted on the basis of seniority.

Section 4: The taking of vacation by an employee shall be subject to the discretion and approval of the Highway Superintendent, except in those cases where the employee is utilizing vacation credits as additional sick leave.

Section 5: Vacations shall be scheduled so as not to interfere with the operations of the Highway Department.

Section 6: Employees may elect to use all or any portion of annual vacation or

accumulated vacation as paid sick leave after all of their sick leave credits have been exhausted.

ARTICLE X
SICK LEAVE

Section 1: Employees shall earn sick leave at the rate of four (4) hours per pay period. *✓ available*

Section 2: Unused sick leave may be accumulated by the Employee to a maximum of one thousand six hundred (1600) hours.

Section 3: On December 31 of each year an Employee may elect to receive cash payment for a maximum of five (5) days (40 hrs) of unused accumulated sick leave providing that the employee at the time of request has reached five hundred (500) or more hours of accumulated sick leave.

Section 4: On December 31 of each year an employee may elect to receive cash payment for a maximum of ten (10) days (80 hrs.) of unused accumulated sick leave providing that the employee, at the time of request, has reached seven hundred fifty (750) or more hours of accumulated sick leave.

Section 5: If cash payment is elected pursuant to Section 3 or 4 of this Article on December 31 by the Employee, payment shall be made at the rate of pay in effect for the Employee on that December 31 and paid by the Town within thirty (30) days.

Section 6: Employees who are absent due to illness more than three (3)

consecutive days are required to obtain a statement from their physician attesting to the fact that they are under the physician's care and indicating the estimated date of return to work. Failure to obtain such a statement will result in the loss of pay for the period of absence.

ARTICLE XI PERSONAL LEAVE

Section 1: Employees shall be entitled to four (4) fully paid personal leave days per year. For the purpose of personal leave, the anniversary date of hire shall be used to determine the year.

Section 2: Employees who have completed ten (10) years of service shall be entitled to a total of five (5) fully paid personal leave days per year. For the purpose of personal leave, the anniversary date of hire shall be used to determine the year.

Section 3: Employees requesting personal leave, except in cases of extreme emergency, shall notify the Highway Superintendent at least twenty-four (24) hours prior to the date requested.

ARTICLE XII BEREAVEMENT LEAVE

Section 1: Employees shall be granted three (3) consecutive working days off with full pay in the event of a death in the Employee's immediate family.

a. Immediate family as used herein shall be defined as the Employee's spouse, parents, children, grandchildren, grandparents, siblings or in-laws.

ARTICLE XIII
HEALTH INSURANCE

Section 1: The Town shall provide at no cost to the employee, a fully paid health insurance plan to the employees and their eligible dependents. Said health insurance plan shall be the plan currently in effect.

Section 2: All eligible employees must be employed by the Town for a minimum period of three (3) months in order to enroll.

Section 3: Upon separation of employment, the employees have the option of continuing coverage at their own expense and if eligible, elect to utilize Section 4 and 5 of this Article.

Section 4: Employees may elect to use accumulated unused sick leave credits to reduce health insurance premiums in retirement. The State of New York, Department of Civil Service Employees Benefits Division Sick Leave Credits in Retirement Plan shall be used to calculate this benefit.

Section 5: At the time the employee retires, the Town of Dover will report his/her daily rate of pay and accumulated sick days to the Employees' Benefits Division. The monthly actuarial value of the employee's sick leave will be determined and then used to offset all or part of the retired employee's monthly share of the health insurance cost.

ARTICLE XIV
WORKERS' COMPENSATION INJURY

Section 1: A Workers' Compensation disability shall mean any occupational injury, disease or condition found compensable as defined in the Workers' Compensation Law.

Section 2: The Town shall provide Employees with the protection and benefits as defined by the New York State Workers' Compensation Law and in addition, the protection and benefits set forth in this Article.

Section 3: Town agrees to expeditiously process all Workers' Compensation claims filed by Employees.

Section 4: Employees absent due to disability caused by his/her duties for the Town shall not have such absences for the first seven (7) calendar days, i.e., not work days, of such disability charged against sick leave credits.

Section 5: Employees who are absent from work seven (7) calendar days, i.e., not work days, due to a disability incurred in their performance of duties for the Town shall receive full salary and benefits from the Town for the first seven (7) calendar days, i.e., not work days, with no deduction in accumulated leave time.

Section 6: After seven (7) calendar days, i.e., not work days, of absence due to a disability incurred by their service to the Town, Employees shall have the option to:

1. Elect to receive payment directly from the Workers' Compensation at the

weekly wage rate set by the Workers' Compensation;

or

2. Elect to utilize any accumulated paid leave to remain at full pay until such time as the accumulated paid leave is exhausted (i.e. sick, vacation, personal, compensatory time). Reimbursement shall be made directly to the Town by Workers' Compensation for lost wages during this period of paid leave. When such paid leave time is exhausted the employee shall be eligible to the weekly wage rate determined by Workers' Compensation directly from Workers' Compensation.
3. When Workers' Compensation makes an award for lost wages to the Town, the Employee shall be reimbursed the pro-rata portion of his/her accumulated paid leave utilized to remain on full pay status (i.e. difference between Workers' Compensation lost wages reimbursement and leave time utilized). Any award made by the Workers' Compensation for partial disability, disfigurement, etc., shall be the property of the Employee.

Section 7: In the event that the Town challenges a claim for Workers' Compensation made by an Employee on the grounds permitted by Workers' Compensation Law, the Employee may utilize any accumulated paid leave time to remain on full pay status as set forth in Section 6, 2 of this Article.

Section 8: During the period that an Employee is absent due to a claimed

Workers' Compensation disability (contested or non-contested), the Town shall continue to pay the full cost of health insurance on the Employee and his/her eligible dependants. However, if a final determination is made that the Employee is not eligible for Workers' Compensation benefits, said health insurance coverage shall terminate unless the Employee is absent on paid leave or opts to exercise his/her COBRA rights.

Section 9: During the period that an Employee is absent due to a Workers' Compensation injury or illness, he/she shall continue to accumulate sick leave and vacation leave as provided for in this agreement.

Section 10: If an Employee suffers a reoccurrence or continuation of a Workers' Compensation injury, after return to work, he/she shall not be entitled to the benefits set forth in Section 4 or 5 of this Article. The Employee shall instead be entitled to the benefits set forth in Section 6,7,8 and 9 of this Article.

ARTICLE XV UNIFORMS

Section 1: The Town shall provide all Employees with summer uniforms, winter uniforms and winter coats as in the past.

Section 2: The Town will provide, as in the past, for the cleaning and maintenance of uniforms.

Section 3: Effective January 1, 2006, each employee shall receive seventy-five (\$75.00) dollars per year to offset the cost of buying work shoes. Payment shall be made

by the Town in the first pay period in March each year.

ARTICLE XVI
SENIORITY

Section 1: The seniority of an Employee shall commence from the date of hire as a full-time permanent Employee of the Town, which shall include the six (6) month probationary period.

Section 2: In the event of a service break of less than one (1) year, the employee shall not accrue seniority for the period of service break; in the event of a service break of more than one (1) year, seniority will start on the most recent date of hire.

ARTICLE XVII
DISCIPLINE

Section 1: Employee discipline after completion of the six (6) month probationary period, shall be in conformance with Section 75 of the New York State Civil Service Law.

ARTICLE XVIII
JURY DUTY

Section 1: Employees shall provide the Highway Superintendent documentation that they have been selected to serve on a jury.

Section 2: Necessary time off during the Employee's normal working hours shall be granted with pay.

ARTICLE XIX
MILITARY LEAVE

Section 1: Employees shall be entitled to benefits as set forth in Section 242.5 of the New York State Military Law.

Section 2: In the event of a disaster or other condition where an employee is called to active duty, the town shall pay the difference between his/her military pay and his/her normal pay as a Town employee and shall continue in effect the hospitalization plan which is in effect for that employee for the duration of his/her call-up at no extra cost to the employee.

ARTICLE XX
MEMBERS OF VOLUNTEER FIRE, AMBULANCE SERVICE

Section 1: The Highway Superintendent shall excuse a reasonable amount of time caused by direct emergency duties of duly authorized volunteer firefighters and members of a volunteer ambulance service. Such time shall not be deducted from wages or any accumulated paid time off benefit due the employee. In such cases, the Highway Superintendent may require the employee to submit satisfactory evidence that the cause was due to such emergency duties.

Section 2: A list of those employees who are volunteer firefighters and/or volunteer ambulance service members shall be provided to the Town Board on or about January 1 or each year. Said list may be updated, as needed any time during the year.

ARTICLE XXI
GRIEVANCE PROCEDURE

Section 1: Any dispute arising concerning the interpretation of applications of the terms of this contract shall be the subject of a grievance and shall be processed in accordance with the following procedure:

- a. A grievance of an Employee or Employees shall be presented in writing, if at all, by his/her or their Shop Steward and the Employee(s) concerned to the Superintendent of Highways within thirty (30) calendar days after the date on which such grievance arose or could have been reasonably discovered.
- b. In the event that such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, the Union shall present the grievance to the Town Board for settlement within thirty (30) days of the written response of the Superintendent of Highways. The response of the Town Board shall be in writing.
- c. In the event that such grievance is not then disposed of, it may be referred by the Union, within thirty (30) days of receipt of the Town Board decision, to binding arbitration before the American Arbitration Association, pursuant to its rules and procedures.
- d. The time limits set forth herein may be extended by the mutual consent of

the Union and the Town.

Section 2: The Arbitrator's decision will be in writing and will set forth his/her finding of facts, reasoning, and conclusions on the issue.

Section 3: The decision or award of the Arbitrator shall be final and binding on the parties and the grievant or grievants.

Section 4: The Arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement, nor add to, subtract from, or modify any of the provisions of this Agreement.

ARTICLE XXII COMPATIBILITY WITH LAW

Section 1: Governing Law and Severability

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2: Nothing contained herein shall be construed to deny or restrict with respect to any Employee any rights he/she may have under the Civil Service Law, or any other applicable law and regulations. The rights provided to Employees hereunder shall be deemed in addition to those provided elsewhere.

Section 3: "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL".

ARTICLE XXIII
DURATION OF AGREEMENT

Section 1: This Agreement shall become effective January 1, 2006 and shall continue in effect until December 31, 2010.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their offices the day and year first above written.

TOWN OF DOVER

By: Jill Way Date: 4-27-06
Jill Way, Town Supervisor

LOCAL 456, I.B.T.

By: Edward Doyle, Jr. Date: 3/24/06
Edward Doyle, Jr., President