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# **COLLECTIVE BARGAINING AGREEMENT**

by and between the

**TOWN OF HARRIETSTOWN**

and the

**TEAMSTERS LOCAL 687**

**(AIRPORT UNIT)**

**January 1, 2014 – December 31, 2017**

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# **1 PREAMBLE**

## **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Harrietstown, hereinafter referred to as the "Town" or "Employer", and the Teamsters Local 687, hereinafter referred to as the "Union."

# **2 MANAGEMENT RIGHTS**

## **2.1 Policy and Governance**

**2.1.1 Management Rights Clause:** The rights and responsibilities to operate and manage the business and affairs of the Town are vested exclusively in the Town and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise the right to: hire, assign, promote, transfer, layoff, evaluate, and discipline employees, including termination of employment, for just cause; select, test, train and determine the ability and qualifications of employees; determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards; implement and comply with regulations and requirements issued by any government agency; make, modify and enforce reasonable rules of employee conduct and safety; determine, control and change the quality and nature of products, materials and services; introduce new or improved methods, equipment, techniques and processes; contract and subcontract for services; and all other rights pertaining to the operation and management of the business and affairs of the Town unless expressly provided otherwise in this Collective Bargaining Agreement.

**2.1.2 Supervisors Performing Bargaining Unit Work:** Supervisory employees may perform bargaining unit work to meet the operating needs of the department. All bargaining unit employees first must be canvassed and offered the opportunity to work in accordance with the Procedure for Assigning Additional Hours in 5.2.1, below.

# **3 UNION RIGHTS**

## **3.1 Recognition**

**3.1.1 Recognition:** The Town recognizes Teamsters Local 687 as the exclusive representative of employees employed by the Town of Harrietstown at the Adirondack Regional Airport, excluding supervisory employees, clerical employees, temporary employees, and seasonal employees.

**3.1.2 Temporary Employees:** This Collective Bargaining Agreement does not prohibit or restrict the Town, in creating or filling temporary job openings. The Town shall retain the right to employ temporary employees. A temporary employee shall not work more than one hundred and eighty consecutive work days. Upon completion of temporary employment, that position may not be re-hired again on a temporary basis within three months of its prior termination without first consulting with the Union.

**3.1.3 Seasonal Employees:** Seasonal employees are not members of the bargaining unit. However, the Town agrees not to lay off any worker in the classification covered by this Collective Bargaining Agreement through the use of seasonal employees. Seasonal Employees shall be employed for a period not longer than three months.

## **3.2 Union Membership/Agency Shop**

**3.2.1** The Union agrees to represent those employees in the bargaining unit who elect to be members of the Union, and also to represent those employees who elect not to join the Union. The Union members shall pay dues and in the event that a Union member signs a dues authorization card, the Employer will deduct from the individual's wages the amount of the dues. The Employer shall forward to the Union on a monthly basis those dues collected. An employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union or be required to pay any other Union fees. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made. (The payment of dues by the non-union member shall not be construed by the parties hereto as any indication that person or individual is a member of the Union, absent any Union card.)

**3.2.2** The Town assumes no obligation with respect to the obtaining of authorization cards.

## **3.3 Leave for Contract Administration**

**3.3.1 Job Stewards:** The Union shall designate an official Shop Steward and one alternate to act in the absence of the Steward within the Airport Department who shall have the authority to settle grievances and other issues. No Steward or alternate will be recognized by the Town until notification in writing has been received by the Town Supervisor.

**3.3.2 Processing of Grievances:** The Stewards during their working hours, without loss of time or pay, may investigate and present grievances to the Town. Proper discretion will be used. The Town may curtail or withdraw the privilege of investigating and presenting grievances without loss of pay, but no curtailment or withdrawal, however, shall occur without prior notice to the Union of the condition prompting the Town to make the curtailment or withdrawal and affording a reasonable opportunity to the Union to remedy that condition.

## **3.4 Inspection Privileges**

**3.4.1** The assigned Business Agent may have access to the Employer's property during working hours only for the purpose of conducting Union business related to the Union's representational status. The Business Agent shall notify the Town Supervisor two hours in advance of any visit and shall check in with the Airport Manager. The Business Agent shall not interrupt the employee's work schedule but may meet with bargaining unit employees during non-work times and in designated non-work location.

## **3.5 Bulletin Boards**

**3.5.1** The Employer will provide a bulletin board in the Maintenance Facility building for the posting of official Union notices by the Shop Steward. Any notices must first be approved by the Airport Manager. No derogatory or embarrassing material shall be posted.

## **4 EMPLOYEE RIGHTS**

### **4.1 Seniority**

**4.1.1 Seniority Definition:** Seniority employment in a given job classification. An employee shall hold no seniority during their probationary period. After successful completion of their probationary period, an employee's seniority shall be computed from their first day of work in their job classification.

**4.1.2 Seniority List:** The Employer shall furnish the Union a seniority list by job classification each January 1.

**4.1.3 Promotional Positions/Other Positions:** An employee may leave the bargaining unit and serve in another job in the Town for up to 90 days and return to the bargaining unit without loss of seniority.

**4.1.4 Seniority Accrual:** An employee who is absent and does not work his regular schedule for any reason for a 30-calendar day period shall thereafter cease accruing seniority until the employee returns to work. However, this provision shall not apply to an employee on an approved leave of absence.

### **4.2 Layoff Procedure**

**4.2.1 First to be Laid Off:** In the event of a reduction in the number of positions in a competitive job title within the bargaining unit, layoff will be in accordance with the rules and regulations of the local Civil Service agency. Except as otherwise provided in the rules and regulations of the local Civil Service agency, in the event of a reduction in the number of positions in a non-competitive or labor class job title within the bargaining unit, employees shall be laid off due to lack of work or a reduction in force, based upon seniority, i.e. the least senior employee in the job classification affected shall be laid off first. (However, probationary employee in the same job classification shall be laid off before any employee with seniority is laid off.)

**4.2.2 Notice of Layoff:** Employees to be laid off for an indefinite period of time will have at least ten working days notice of lay-off. The Shop Steward and Union Business Agent shall receive a list from the Town, of the employees being laid off on the same date that the notices are issued to the employees.

**4.2.3 Bumping Rights:** When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise the employee's seniority rights to bump (replace an employee with less seniority). Such employee may, if the employee so desires, bump any employee in the same job classification, providing the bumping employee has greater seniority than the employee whom the employee bumps and is able to perform the work required without additional training.

### **4.3 Recall Procedure**

**4.3.1 Recall:** In the event there is a vacancy in a job title in the competitive class where a layoff occurred, recall will be in accordance with the rules and regulations of the local Civil Service agency. In the event there is a vacancy in a job title in the non-competitive or labor class where a layoff occurred, when the working force is increased after a lay-off, employees will be recalled according to seniority, provided they meet the requirements of the job.

**4.3.2 Notice of Recall:** Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten calendar days from the day of mailing of notice of recall, it shall be considered a quit.

**4.3.3 Duration of Recall Rights:** Recall rights for an employee in the non-competitive or labor class shall expire one year from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at his last known address by registered or certified mail.



## **5 HOURS OF WORK**

### **5.1 Work Hours - Work Day - Work Week**

**5.1.1 Scheduled Hours of Work:** The Town Board reserves the right to establish the employees scheduled hours of work. The shift structure currently in place at the airport, (rotation every two weeks by the employees), will remain in effect until the Town determines, with good reason, that it would be beneficial to change the schedule to accommodate the daily operational requirements at the airport.

**5.1.2 Work Day:** The regular hours of work each day with the exception of emergencies, shall be consecutive. The Airport Manager shall make the determination what constitutes an emergency. Subject to the grievance procedure.

**5.1.3 Work Week:** The regular work week shall consist of five consecutive eight-hour days, Monday through Sunday. Employees may swap shifts as long as one person is held accountable for the shift, with prior one day approval of the Airport Manager. The "swap" between two employees must be within a given pay week so that it does not result in overtime.

**5.1.4 Lunch Period:** All employees shall be entitled to one thirty-minute paid lunch period at the mid-point of the work day. Employees will take their lunch break at the job site.

**5.1.5 Rest Period:** All employees shall be entitled to a fifteen-minute rest period during each half shift, to be scheduled as close to the middle of each half shift as is practicable.

**5.1.6 Time Worked Records:** The Employer may establish any record keeping system it sees fit to keep track of an employee's number of work hours including time clocks.

### **5.2 Additional Hours of Work**

**5.2.1 Procedure for Assigning Additional Hours:** Opportunity for overtime work shall be rotated within the Department. Qualified employees who refuse overtime shall be charged as if they had worked and will be rescheduled accordingly. Employees may not, without just cause refuse overtime work.

## 6 COMPENSATION

### 6.1 Wage Rates

**6.1.1 Pay Schedule:** The schedule below will be the applicable schedule for the period January 1, 2014 through December 31, 2017, which reflects: 1) an increase of 1.7% on January 1, 2014; 2) a “market adjustment” of \$0.50 on January 1, 2015 plus an increase of 1.7%; 3) another “market adjustment” of \$0.25 on January 1, 2016 plus an increase of 1.9% on January 1, 2016; and 4) an increase of 1.9% on January 1, 2017.

	1-1-2014	1-1-2015	1-1-2016	1-1-2017
Airport Line Service Technician	\$17.80	\$18.61	\$19.17	\$19.53

### 6.2 Overtime Compensation

**6.2.1 Overtime Rate:** All overtime work must be approved by the Airport Manager. In the event the Airport Manager is not available, employees must contact the Airport Committee Chairman, or the Town Supervisor, in that order. All employees covered under this Collective Bargaining Agreement shall be entitled to be paid at premium rates for work performed according to the following formulas:

Time and one-half (1½) the regular rate of pay for work performed after eight hours in any one day or prior to normal shift or hours worked in excess of forty hours paid in any one week.

Should a four ten-hour schedule become necessary, the Union and the Town agree to bargain on the Town’s conditions for said schedule.

**6.2.2 Credit for Paid Leave:** It is understood that all hours granted as paid leave shall count as time worked in the computation of overtime (i.e., vacation, sick leave, personal leave, holiday, jury duty).

**6.2.3 Call-Out Pay:** An employee may be called out for emergency duty which is in addition to the employee’s regular work schedule. Employees called out for emergency duty will receive a minimum of two hours premium pay (1½) or premium pay for the hours actually worked, whichever is greater. The hours actually worked shall commence from the time the employee arrives at the worksite. The Town reserves the right to keep the employees for the full duration of the two-hour callout.

In consideration of an employee being called to work for emergency duty, the employee will receive a bonus of fifteen dollars for each call out.

**6.2.4 Prearranged Overtime Work:** In the event that an employee is asked to work overtime while at work for that day or another day (scheduled or re-scheduled), it shall be considered prearranged. The employee will receive time and one-half (1½) for hours actually worked and the call-out provision shall not apply.

## 7 PAID LEAVE

### 7.1 Holidays

**7.1.1 Designated Holidays:** The following days are hereby designated as paid holidays for the Airport employees:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday (½ day)
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Additional Day at Christmas

**7.1.2 Holiday Pay (Not Assigned to Work):** A full-time employee who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay.

For part-time employees, any reference to or allocation of the above benefits will be based on a pro-rated basis, based upon the average number of hours worked (normal work day) in a work week, excluding overtime (i.e: a part time employee who normally works four hours per day five days per week = normal work day four hours).

**7.1.3 Holiday Pay (Assigned to Work):** Full-time employees - and those part-time employees who work a total of 20 hours or more per week on a 12-month basis - who work a paid holiday shall be paid one and one half (1½) times the regular rate of pay for such holiday work for the number of hours actually worked in addition to their regular holiday pay. There will be no paid time off granted for working the holiday.

### 7.2 Vacation Leave

**7.2.1 Allowance (Back-loaded on Anniversary Date):** Full-time employees who regularly work 8 hours per day and 40 hours per week shall be entitled to the following amount of annual paid vacation.

Years of Employment	Vacation Credits
After completion of the probationary period	40 hours
After two years until completion of five years	80 hours
After five years until completion of ten years	120 hours
After ten years until completion of twenty	160 hours
After twenty years ( <i>only if hired <b>before</b> 1-1-2014</i> )	200 hours

A part-time employee working 20 hours or more per week on a 12-month basis will be credited with paid vacation leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

**7.2.2 Date Credited:** All employees will be credited with vacation leave on the January 1<sup>st</sup> immediately preceding the employee's anniversary date.

New Hires: An employee who is *hired between January 1<sup>st</sup> and July 1<sup>st</sup>* in any given year will be credited with paid vacation leave prorated by the number of months to be worked in that six-month period, with forty hours equal to 100%. Such employee will be credited with an additional forty hours of paid vacation leave on July 1<sup>st</sup> of that year.

An employee who is *hired after July 1<sup>st</sup>* in any given year will be credited with paid vacation leave prorated by the number of months to be worked in the remainder of that calendar year, with forty hours equal to 100%.

**7.2.3 Accrual During Leaves of Absence:** In the event an employee is absent from work without pay for more than thirty calendar days in the prior calendar year, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%. Employees who are absent from work due to an accepted Workers' Compensation claim shall not suffer a reduction in vacation accruals.

**7.2.4 Accumulation:** Vacations shall be taken in the year earned. However, employees may carry five days over into the next year or be paid for up to five days for any accrued vacation time earned at the end of each year.

**7.2.5 Scheduling:** A vacation schedule shall be posted on the Airport bulletin board. Employees will be responsible to post their vacation time in advance for scheduling purposes by January 31 of each year. However vacations may be changed with prior approval of the Airport Manager. In cases of a vacation scheduling dispute, seniority shall prevail. However, the Airport Manager may limit the number of employees on vacation at the Airport to one person due to work load. Vacations will ordinarily be taken in five-day segments. However, vacations may be taken one day at a time upon approval of the Airport Manager within 24 hours notice in writing.

**7.2.5 Required to Work During Vacation:** An Employee shall not be required to work while on vacation except in an emergency situation. An employee who is required to work on the employee's duly scheduled and approved vacation day or days shall be compensated at one and one half (1½) times the normal rate of pay, or at the employee's option, work at the regular rate of pay and save the vacation day.

**7.2.6 Separation from Employment:** Any Employee who is laid off, retired or separated from service of the Town for any reason prior to taking vacation, shall be compensated by check for the unused vacation accumulated at the time of separation at the employee's current rate of pay. In the event of the employee's death, the employee's beneficiary shall be entitled to all accumulated vacation leave. If a new employee leaves Town employment prior to the one-year anniversary period, and has used all or part of the employee's vacation, the vacation time will be pro-rated and any time used in excess of what was earned will be repaid by the employee out of the employee's last payroll check.

## 7.3 Sick Leave

**7.3.1 Allowance (monthly accrual):** A full-time employee will be credited with eight hours of paid sick leave each month. The employee will be credited on the first day of the month after it has been earned. An employee may take sick leave only after it has been credited.

A part-time employee working 20 hours or more per week on a 12-month basis will be credited with paid sick leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

**7.3.2 Accrual during Leaves of Absence:** An employee, who works less than 50% of the employee's scheduled full-time assignment in a month, will not accrue sick leave for that month.

**7.3.3 Accumulation:** There is no maximum accumulation of sick leave credits.

**7.3.4 Use of Sick Leave:** Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is an insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments which cannot be scheduled during non-work hours. Paid sick leave for local medical and dental appointments shall not exceed four hours unless approved by the Town Supervisor. Such approval must be requested in writing on the appropriate leave form at least three days prior to the day leave is requested; (this requirement may be waived in emergency situations). If paid leave is approved beyond the four hour limit, the employee may use accumulated sick, vacation or personal leave for the remainder of the time needed. Sick leave credits may not be used in increments of less than one hour.

**7.3.5 Family Sick Leave:** With prior approval of the Airport Manager, employees may use up to five days per year of their earned sick leave for injury or illness of a spouse or child. This will be coded as such on the submitted leave statement.

**7.3.6 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the Airport Manager prior to the employee's scheduled reporting time. Unless an extended sick leave absence has been authorized, the employee must notify the Airport Manager **each** day of the absence. These procedures must be followed to receive paid sick leave.

**7.3.7 Medical Verification:** The Town may require medical verification of an employee's absence if the Town perceives the employee has abused sick leave, has used sick leave the scheduled workday before or after a designated holiday, has used an excess amount of sick leave, or has been absent for more than three consecutive workdays due to an illness or injury. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action in accordance with the Collective Bargaining Agreement.

**7.3.8 Abuse of Sick Leave:** An employee who, after investigation, is found to have abused the use of sick leave will be subject to appropriate disciplinary action in accordance with the Collective Bargaining Agreement.

**7.3.9 Separation from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused sick leave.

## 7.4 Personal Leave

**7.4.1 Allowance (front-loaded on January 1st):** A full-time employee hired **before** January 1, 2014 will be credited with 40 hours of paid personal leave each year. A full-time employee hired on or **after** January 1, 2014 will be credited with 24 hours of paid personal leave each year. An employee may take personal leave only after it has been credited. The employee will be credited on the first day of January of each year.

A part-time employee working 20 hours or more per week on a 12-month basis will be credited with paid personal leave prorated by the average number of hours the employee works in a workweek, with forty hours equal to 100%.

**7.4.2 New Employees:** An employee who is hired after January 1<sup>st</sup> in any given year will be credited with paid personal leave prorated by the number of months to be worked in the remainder of that calendar year (rounded to the nearest whole number). Thereafter, the employee will be credited on January 1<sup>st</sup> as per 7.4.1, above.

**7.4.3 Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

**7.4.4 Use of Personal Leave:** An employee may use personal leave credits to conduct personal business, which cannot be conducted outside of normal working hours. In no event may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation. Personal leave credits may not be used in increments of less than one hour.

**7.4.5 Scheduling:** An employee must receive prior approval from the Airport Manager to take personal leave. The request must be submitted, in writing, to the Airport Manager at least two workdays in advance. In the event there is an unforeseen emergency, the requirement for advance notice will be waived. The Airport Manager will have total discretion in the approval of personal leave.

**7.4.6 Separation from Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive a settlement for unused personal leave.

## 7.5 Bereavement Leave

**7.5.1 Eligibility:** In the event of the death, of a full-time employee's immediate family member, the employee may take a paid leave for up to three consecutive workdays from the employee's regularly scheduled work. Such leave will not be subtracted from any of the employee's leave credits. An employee must notify the employee's Supervisor immediately regarding a request to take bereavement leave. In the event of a death, a full-time employee or part-time employee working 20 hours or more per week on a 12 month basis, shall be entitled.

**7.5.2 Definition of Immediate Family:** For purpose of bereavement leave, "immediate family member" will mean the following: parent, child, spouse, sibling, grandparent, grandchild.

**7.5.3 Extended Bereavement Leave:** An employee may use accrued personal leave, vacation leave, or sick leave credits to extend a bereavement leave. The request must be submitted, in writing, to the Airport Manager at least two workdays in advance. The Airport Manager will have total discretion in the approval of an employee's extended bereavement leave.

## **7.6 Jury Duty**

**7.6.1 Leave of Absence:** In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid jury leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full salary during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty. (The employee is not entitled to Jury Duty Stipend.)

**7.6.2 Notification of Jury Duty:** When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the Airport Manager.

**7.6.3 Return to Duty:** In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

## **7.7 Civic Duty**

**7.7.1** Employees required by law to appear before a Court as a witness to an accident or a crime while on official duty and in which they are not personally involved as a plaintiff or defendants shall be granted leave with pay for the period necessary, provided that the employee is under the order of a Court-issued subpoena for such appearance and a copy of said subpoena is provided to the Town, prior to the taking of such leave.

## **8 UNPAID LEAVE**

### **8.1 Leaves of Absence Without Pay**

**8.1.1 Policy Statement:** It is the policy of the Town of Harrietstown to grant a full-time employee a leave of absence without pay for a period of up to twelve weeks, under certain circumstances. The Town of Harrietstown complies with the provision of the *Family and Medical Leave Act* which will take precedent over this policy if and when any employee meets the eligibility requirements under this act.

## 9 MEDICAL-DENTAL-VISION

### 9.1 Medical Plans

**Note:** Employees will continue coverage and premium contributions under the Town's medical, dental, and vision plans for all of 2014. Effective January 1, 2015, the the medical, dental and vision benefits will be provided as follows:

**9.1.1 Health Plan:** The Town, will provide the New York State Teamsters Council Health & Hospital Fund Plan Insurance for all employees of the at the Adirondack Regional Airport covered under this agreement.

**9.1.2 Premium:** For an employee hired **before** January 1, **2000**, The Town will pay **100%** of the premium for all bargaining unit members for single or family coverage.

Any full-time employee employee hired on or **after** January 1, **2000** but before January 1, 2014 will receive individual coverage but must pay 20% of the difference between the cost of the premiums (listed below – does not include deductible or co-insurance) for individual coverage and any other coverage selected on a yearly basis. The employee's contribution to the premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

For any full-time employee hired on or **after** January 1, **2014**, the Town will pay eighty seven percent (**87%**) of the monthly premium (listed below – does not include deductible or co-insurance) for individual coverage, two-person coverage, or family coverage, as the case may be, and the employee will pay the remaining thirteen percent. The employee's contribution to the premium will be deducted from the employee's regular paycheck. The employee may elect to have such deduction made on a pre-tax basis.

Component	2015	2016	2017
Single	\$485.03/month	\$504.44/month	
2-person	\$912.04/month	\$948.57/month	
Family	\$1232.49/month	\$1281.8/month	

The Town will fund the HRA to cover the full deductible and co-insurance as follows: \$3600 per year for a single plan and \$7200 per year for a 2-person plan or family plan, as the case may be. This will be funded in monthly installments.

**9.1.3 Participation Agreement:** The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund.

The health insurance coverage shall be HRA Medical/Prescription Plan, Dental Plan-Option 1, Vision Plan, Disability – Option 1, Life/ADD – Option, and the Legal plan.

At the end of the duration of this contract, the Town has the option of renewing with the Teamsters Health and Hospital Fund either the component or composite plan; whichever is advantageous financially.

In the event that New York State and/or the Federal Government changes the rules and regulations and mandates that employers must participate in new or different health-care coverage for employees, the Employer shall have the right to change the insurance carrier and/or offer alternative plan(s) in place of the current plan provided that the alternate plan's benefit structure is equal to or better than the current plan. The Employer agrees to negotiate any such change with the Union prior to the alternate plan being accepted or implemented.



## **9.2 Safety Glasses**

**9.4.1 Safety Glasses:** Beginning January 1, 2011, the Town will pay for one pair of prescription safety glasses with side shields per year with the Airport Manager approval and proper voucher and receipt provided, not to exceed three hundred dollars (\$300).

## **10 DISABLED EMPLOYEES**

### **10.1 Workers' Compensation Insurance**

**10.1.1 Use of Leave Credits:** An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave covered by insurance and the employee will be re-credited with the proportional amount of leave.

**10.1.2 Continuation of Medical Insurance:** Refer to the signed participation agreement with the New York State Teamsters Council Health and Hospital Fund.

### **10.2 Short-Term Disability**

**10.2.1 Use of Leave Credits:** An employee may draw from the employee's sick leave credits, then compensatory leave credits, then personal leave credits, and then vacation leave credits in conjunction with the short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town will be reimbursed for that portion of leave covered by the insurance and the employee will be re-credited with the proportional amount of leave.

**10.2.2 Continuation of Medical Insurance:** Refer to the signed participation agreement with the New York State Teamsters Council Health and Hospital Fund.

### **10.3 Partially Disabled Employees**

**10.3.1** The Town will attempt to make a reasonable accommodation to an employee who becomes partially disabled on their present job. The employee has the responsibility to notify the Airport Manager if a reasonable accommodation is needed to perform the employee's job duties. This notification must be in writing to the Airport Manager. The Town will consider all requests for accommodations and will determine what, if any accommodations will be made. Medical verification of a disability will be required; pursuant to the Americans with Disabilities Act.

## 11 RETIREMENT BENEFITS

### 11.1 Medical Insurance for Retired Employees

**11.1.1 Coverage:** The Town will make available major medical, hospital and surgical insurance to an eligible employee who retires from the Town and who meets the eligibility criteria (see below). Coverage will also be made available for the employee's eligible spouse. To be eligible, the spouse must have been covered under the Town's medical insurance plan at the employee's date of retirement. In the event the retiree predeceases the eligible spouse, the spouse may continue medical insurance coverage provided the spouse pays the full cost of the premium. Coverage of a spouse will cease at the time of divorce or legal separation.

**11.1.2 Eligibility:** To be eligible for health insurance coverage the retiree must be age fifty-five or older and must have at least **twenty** years of full-time continuous service with the Town. In addition, the retiree must be eligible to receive retirement benefits through the New York State Retirement System.

**11.1.3 Plan:** The Town will make available the same medical plans offered to their current employees who are not enrolled in the New York State Teamsters Council Health and Hospital Fund. The Town Board may, at its discretion, change the plans at any time, including, but not limited to, type of coverage, retiree contributions, and type of carrier. Coverage under a medical insurance plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time Medicare will provide primary coverage. The retiree and eligible spouse may be required to change medical insurance plans in order to maintain supplemental coverage.

**11.1.4 Premium:** The Town will pay 50% and the retiree will pay 50% of the premium.

## 12 GENERAL PROVISIONS

### 12.1 Protective Clothing, Safety Shoes and Devices

**12.1.1 Clothing:** The Town agrees to provide all Union employees with a complete initial issue of clothing listed below which will include all new employees. After the initial issuance of clothing, the Town will provide a yearly allowance of \$250.00 for each employee that can be used to purchase the items listed below. The Town understands and realizes that the yearly clothing allowance will have to be adjusted periodically due to increased costs. The Town will have sole discretion as to the purchase process and location for the yearly clothing purchase. There will be no exchange of monies between the Town and the employees. Employees will receive a voucher from the Airport Manager to be used at the purchase location for yearly clothing issue. Employees will select clothing from a predetermined list which will be agreed upon between the Airport Manager and Town, to include colors and styles. The Town is willing to allow the employees to use their boot allowance monies or any part of the boot allowance monies towards their clothing allowance, on a yearly basis, not to be carried over from year to year.

List as follows: 1 hooded sweatshirt, 1 medium-weight bib coverall, 1 light-weight coveralls, 1 winter-arctic coat, 1 summer mid-weight jacket, 5 long-sleeved shirts, 3 short-sleeved shirts, 1 sweatshirt, 6 pair of denim jeans, 1 waterproof rain suit, rubber boots, work gloves and 1 equipment duffle bag. Also included will be hearing protection, eye protection to include prescription safety glasses, safety toe boots, safety vests and any other related safety items prescribed by the FAA or other airport regulations. In the event issue items are ripped, destroyed or otherwise not fit for presentation to the public after employees have used their yearly allowance amount, the Town will replace said items on a one for one basis at the discretion of the Airport Manager. All employees agree to wear and are expected to wear the personal protective equipment and devices provided in the accomplishment of their work task.

*Safety toed boots are recommended to be worn at all times.* Safety toe boots **WILL BE WORN** when airport employees are engaged in working on or lifting heavy equipment and or materials in the FBO or on the airfield. It is recommended that safety toe boots be worn while engaged in servicing or loading/unloading baggage and/or cargo from aircraft.

Safety glasses, goggles or face shield **WILL BE WORN AT ALL TIMES** when airport employees are: servicing aircraft; working on the airfield; working with equipment and machinery in the FBO.

Reflective safety vests and/or belts **WILL BE WORN AT ALL TIMES** when airport employees are servicing aircraft or working on the airfield.

Gloves **WILL BE WORN** when refueling aircraft.

Back protection **WILL BE WORN** when lifting heavy equipment, machinery or stocks in excess of 25 pounds.

Hearing protection **WILL BE WORN** anytime airport employees are working on or near aircraft movement areas or while servicing aircraft of the ramp.

**12.1.2 Work Boots:** The Town shall reimburse all employees covered under this Collective Bargaining Agreement up to a maximum of two hundred and fifty dollars (\$250.00) per year for ankle high or above work boots. The employee will choose the boot he/she desires and must provide proof of purchase (sales receipt stating boot meets ANSI 75 lb. safety toe test standard). The employee will fill out Town voucher with sales receipt attached and turn into the airport manager for verification and signature; to be forwarded to the Town Offices for payment processing. The Town reserves the right not to pay for any work boot that doesn't meet the ANSI 75 lb. safety toe test standard.

## **12.2 CDL License**

**12.2.1** Upon successful completion of all written and road testing for Class A or B CDL Drivers License, the Town will pay for the difference between regular passengers license and Class A or B CDL license to include the costs of the successful written and road test. Further, upon renewal of said Class A or B CDL license, the Town will continue to pay for the difference in licenses between passengers and Class A or B licenses. To be eligible for this benefit, the employee must submit a written receipt for incurred costs and a photo copy of new Class A or B CDL license to the Airport Manager for processing. Any employee, who doesn't remain in the Town employ for a period of one year after said payment, will reimburse the Town for the full benefit costs. The Town agrees to allow any new employee the opportunity to practice their driving skills, when time allows, with the approval of the Airport Manager.

## **12.3 Examinations**

**12.3.1** Successful applicants for employment will be required as a condition of employment to take a medical examination to establish their fitness to perform the position for which they have applied. This includes Drug and Alcohol testing per DOT and Town of Harrietstown policy.

**12.3.2** All employees may be required to have a medical examination when an employee is exposed to toxic or unhealthful conditions or requests an accommodation for a disability.

**12.3.3** Employees who need to use prescription or non-prescription legal drugs while at work must report this requirement to the Airport Manager if the use might impair their ability to perform the job safely and effectively.

**12.3.4** When a former employee accepts re-employment, the Town may require a physical examination and Drug and Alcohol testing.

**12.3.5** Any employee refusing to take required physicals and random drug and alcohol testing shall be considered insubordination and grounds for discipline; up to and including dismissal.

**12.3.6** Employees who become ill on the job or suffer any work-connected injury, no matter how minor, must report immediately to the Airport Manager. The Airport Manager will record the incident as necessary and arrange transportation to a treatment facility as needed. Time spent by an employee in waiting for and receiving this medical attention will be considered hours for pay purposes.

**12.3.7** Employees returning from a disability leave or a prolonged absence caused by health problems may be required to provide a doctor's certification of their ability to perform their regular work satisfactorily without endangering themselves or their fellow employees. The Town reserves the right to request the employee be evaluated by a doctor appointed by the Town and at the Town's expense, to access the employee's return to work status.

**12.3.8** Medical examinations required by the Town will be paid for by the Town and will be performed by a physician or licensed medical facility designated or approved by the Town. Medical examinations paid for by the Town are the property of the Town, and the examination records will be treated as confidential and kept in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies, or the employee's doctor.

## **12.4 Random Drug and Alcohol Testing**

**12.4.1** Testing will be in accordance with the Town of Harriestown policy and any government mandates.

## **12.5 Employee Evaluations**

**12.5.1** The Town reserves the right to evaluate its employees. The purpose of the Employee Evaluation is to ensure that both the Town and Employee are in tune to each others needs. Evaluations will express in writing not only those areas needing improvements; but areas where the employee excels in the performance of his duties. Job performance evaluations are intended to be based upon the competency and performance of the employees while undertaking the tasks of their regular job.

## **12.6 Safety Committee**

**12.6.1** The Steward shall be a member, with all rights and powers of a committee member, of a safety committee to be established by the Town Board and to operate pursuant to authorized municipal procedures. The shop steward will designate in writing an alternate employee safety representative to represent the employees, should the steward be unavailable for any reason.

## 13 DUE PROCESS PROCEDURES

### 13.1 Grievance Procedure

**13.1.1:** A grievance shall be any matter involving the interpretation of this Collective Bargaining Agreement and shall be subject to the following procedures:

**Step 1:** A grievance shall first be raised by the employee with or without union representation, to the Airport Committee Chairman. The grievance must be submitted, in writing or verbally, within seven working days following knowledge of the event(s) which caused the grievance or when the employee should have had knowledge. A review of the grievance shall be held and a written reply given seven working days from the time of initial presentation.

**Step 2:** A grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his/her union representative, and submitted to the Union's Business Agent for his/her review within seven working days from receiving Step 1 response. At this Step, the grievance must specify the nature of the grievance, the provision of the Collective Bargaining Agreement that was allegedly violated, and a statement of facts, time(s) and date(s), individuals involved, and the remedy sought. The Business Agent shall determine if the grievance is proper under the provisions of this grievance procedure and shall within fifteen days following the receipt of the written grievance respond in writing to the aggrieved employee. If the Business Agent determines that the grievance is proper, the employee shall submit the grievance to the Personnel Committee within seven working days from receiving the Business Agent's response. Within fifteen working days following the receipt of the written grievance, the Personnel Committee shall reply in writing to the aggrieved employee, with a copy to the Union representative and the Business Agent.

**Step 3:** If the grievance is not resolved in Step 2, the grievance may be appealed in writing to the Town Board within seven working days from receiving the Step 2 response. The Town Board will review the grievance at their next scheduled board meeting, provided that sufficient time is given to the Town Clerk to place the item on the agenda. If such is not the case, the grievance shall be placed on the agenda for the next scheduled Town Board meeting. Within fifteen working days after the employee has met with the Town Board, the Town will issue a written response, which shall be given to the employee, the union representative, and the Business Agent. An individual employee will not have the right to pursue the grievance to Step 3 or beyond without the involvement of the Union Representative and the Business Agent.

**Step 4:** If no satisfactory settlement is made in Step 3, then the Union has thirty (calendar days after receipt of the Step 3 Response to submit the matter in writing (copy to the Town Board) to the New York State Public Employee Relations Board. The hearing shall be held, if possible, during working hours. The Town and the Union shall share the fees and expense of the Arbitrator equally. The Arbitrator's response shall be final and binding on both the Town and the Union for the grievance issue at hand.

**13.1.2 Time Limits:** If the parties of this Collective Bargaining Agreement mutually agree, time limits at each step of the grievance procedure may be waived and steps of the grievance procedure may be waived.

**13.1.3 Non-Precedent:** Any settlement between the Town and the Union at any Step of the Grievance Procedure shall not be precedent setting or binding on the Town or the Union on future grievances unless agreed upon by both the Town and the Union.

## **13.2 Disciplinary Procedure**

**13.2.1** Disciplinary action or penalties shall include only the following: reprimand, oral or written; suspension (notice of suspension to be confirmed in writing), discharge and demotion.

**13.2.2** The Town retains the sole right to discipline and discharge employees.

**13.2.3** Upon discharge or discipline of an employee, the Town will give prompt written notice of, and state the reason of the discharge or discipline to the affected employee or employee's and the Union Steward.

**13.2.4** Employees covered by this Collective Bargaining Agreement shall be entitled to coverage under Section 75, of the Civil Service Law after the successful completion of their six-month probationary period. Employees who have not completed their six-month probationary period are not covered by Section 75 of the Civil Service Law and may be disciplined or discharged in the sole discretion of the Town, without recourse to the grievance procedure or Section 75. The hearing officer appointed by the Town Board in accordance with Section 75 of Civil Service Law will be selected from the list of arbitrators maintained by the Public Employees Relations Board.

Effective January 1, 2017, the only method of resolving challenges to disciplinary action will be in accordance with Step Two of the Grievance Procedure and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of the New York State Civil Service Law.

**13.2.5** If the Town has reason to reprimand an employee, this shall, in so far as is practicable, be done in a manner that will not embarrass the employee before another employee or the public.

**13.2.6** An employee found not guilty and who was suspended or discharged, shall be reinstated with full compensation for all lost time and with full restoration of all rights and conditions of employment.

## **14 APPLICATION OF AGREEMENT**

### **14.1 Duration**

**14.1.1** This Collective Bargaining Agreement shall be effective from January 1, 2014 through December 31, 2017, unless otherwise agreed to by the parties.

### **14.2 Maintenance of Benefits**

**14.2.1 Continuation of Agreement:** All provisions of this Collective Bargaining Agreement shall continue in full force and effect for the full term of the Collective Bargaining Agreement.

**14.2.2 Complete Agreement:** This Collective Bargaining Agreement will constitute the entire agreement between the parties. Any past practice that existed up until the date of the signing of this Collective Bargaining Agreement will not be binding on the Town and may not be submitted to the grievance and arbitration procedure. The Town acknowledges that this provision does not inhibit the Union's right to file an improper practice charge under section 209-a.1(d) of the Taylor Law.

**14.2.3 Employee Handbook:** Any article or item not covered under this Collective Bargaining Agreement reverts back to the Town of Harrietstown's Employee Handbook. The Town acknowledges that this provision does not inhibit the Union's right to file an improper practice charge under section 209-a.1(d) of the Taylor Law.

### **14.3 Savings Clause**

**14.3.1** If any of the provisions of this Collective Bargaining Agreement shall be determined to be invalid by a court of competent jurisdiction, it shall not affect the validity of any other provisions of this Collective Bargaining Agreement, and both parties agree to immediately renegotiate that provision which is considered invalid.

### **14.4 Legislative Action**

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 THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

### **14.5 Execution of Agreement**

The parties have caused this Collective Bargaining Agreement to be signed by their respective representatives.

**TOWN of HARRIETSTOWN**

**TEAMSTERS LOCAL 687**

\_\_\_\_\_  
**Robert T. Bevilacqua**  
Town Supervisor

\_\_\_\_\_  
**Mickey Smith**  
Business Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Town Board

\_\_\_\_\_  
**Edward Goetz**  
Town Board

\_\_\_\_\_  
**Kyle Girouard**  
Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Michael A. Richardson**  
Labor Relations Consultant

\_\_\_\_\_  
Date