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**Contract Database Metadata Elements**

Title: **Northampton, Town of and Northampton Drivers, Equipment Operators and Laborers Unit, International Brotherhood of Teamsters (IBT), Local 294 (2012)**

Employer Name: **Northampton, Town of**

Union: **Northampton Drivers, Equipment Operators and Laborers Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **01/01/12**

Expiration Date: **12/31/14**

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AGREEMENT entered into the 1st day of November 2011 by and between the Town of Northampton, County of Fulton, New York (hereinafter referred to as the "Town", and Local 294, International Brotherhood of Teamsters, Albany, New York (hereinafter referred to as the "Union."))

ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department classified as drivers, equipment operators or laborers.

ARTICLE II

This contract shall be for the period commencing January 1, 2012 through December 31, 2014.

ARTICLE III

January 1st, 2012 - Regular employees shall receive \$18.21 per hour.

Any new employees hired after January 1st, 2012 will receive \$.80 per hour under the full rate the first year of employment and \$.40 per hour increase after six (6) months and the full rate after one (1) year.

January 1, 2013 - Regular employees shall receive \$18.21 per hour.

January 1, 2014 - Wage Re-opener

The above paragraph with reference to new employee pay rate differences may be waived at the discretion of the Highway Superintendent.

Part-time employees will be employed by the Town, but their hours will not exceed twenty (20) hours in any one (1) week, unless replacing an absent full-time employee. The rate of pay for part-

time will be at least Minimum Wage per hour or more at the discretion of the Town. Part-time help will not displace any full-time employees. They will work when extra work is available.

A \$250.00 bonus for each 5 years of full-time employment completed with the Town will be paid on the last pay period of the years.

Employees working in the Sewer and Water Department, hired prior to January 1, 2009 will receive a \$300.00 per year stipend. This does not include the Road Superintendent, Licensed Water and Sewer Operator or anyone hired after January 1, 2009.

#### ARTICLE IV

##### AGENCY SHOP AND CHECK-OFF

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

If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the Employer agrees to and shall deduct from the wages of all such employees covered hereunder, the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

## ARTICLE V

The work week and normal work hours (non-emergency) shall be set forth in ARTICLE XVII and procedure and scheduling of vacations shall be set forth in ARTICLE VIII and remain for the duration of the Agreement.

The Town agrees to (at the superintendent's discretion) to work 4 X 9 hour days and 1 four (4) hour day Monday through Friday. It being understood that the purpose of sick, personal and vacation time the hours used on any given day would be deducted from the annual accruals of the same benefit (e.g., sick time - 10 days = 80 hours) (personal - 3 days = 24 hours)(vacation - 1 week = 40 hours) (holiday and bereavement - 1 day = 1 day)

## ARTICLE VI

### HEALTH AND WELFARE

New York State Employees Health Insurance Program, the Town will pay full amount on all regular full time employees (individual or family) or a plan equivalent to the State Plan.

The Town will provide dental coverage under the "Guardian Plan" for the term of this agreement. In the event the Insurance cost exceeds a 10% increase from one year to the next, there will be a re-opener to discuss Insurance only. The cost of Health Insurance for employees hired after January 1, 2009 will be 10% of the cost of single Person Coverage. Any employee in their first year of employment that needs insurance other than Single Person Coverage will pay 10% of the Single Person Coverage and 100% of the difference of any additional coverage they may require. After completion of one year of employment an employee with Single Person Coverage will have the full cost of that coverage paid for by the Employer. If after one year of employment the employee needs Family Coverage the cost of such coverage will be split 15% paid by the employee and 85% paid by

the employer. There shall be a health insurance re-opener for the year 2014.

ARTICLE VII

HOLIDAYS

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

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New Year's Day	Columbus Day
Martin Luther King	Election Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
July 4th	Friday after Thanksgiving
Labor Day	Christmas Day

The above listed Holidays are paid Holidays. Any employee required to work on said Holiday will, in addition to one (1) day's holiday pay, be paid at the rate of time and one-half the hourly rate for all hours worked on said Holiday. When the Holiday falls on a Sunday, the following Monday will be the observed Holiday. When the Holiday falls on a Saturday, the preceding Friday shall be observed.

ARTICLE VIII

VACATIONS

Employees shall receive:

One (1) weeks' vacation after one (1) year of service

Two (2) weeks' vacation after three (3) years of service

Three (3) weeks' vacation after seven (7) years of service

Four (4) weeks vacation after fifteen (15) years of service

Five (5) weeks vacation after twenty (20) years of service will only be available to employees hired prior to January 1, 2009, all others will cap out at four (4) max at 15 years.

A. No more than one (1) employee shall schedule vacation at a time.

B. Vacations shall be scheduled by seniority.

C. The above with reference to Vacations may be waived at the discretion of the Highway Superintendent.

All vacation time due during any calendar year must be taken in the same calendar year or, at the option of the employee, be paid for the balance of unused vacation. Payment will be made on the last pay period of the year.

ARTICLE IX

SICK LEAVE - BEREAVEMENT LEAVE

A. Employees will receive three (3) days personal leave per year, ten (10) days sick leave per year, which would be paid at one-half (½) total on retirement, or at the option of the employee, to have

said accumulated days be applied towards extending pension credits. A Doctor's excuse may be required for sick leave use in excess of three (3) continuous days by the Town Supervisor or his designee.

As an incentive, if employees attain and maintain the cap of 100 sick days they will be given an additional three (3) sick days each year to use. Any of the above three (3) days that are unused at the end of the year will be paid out at that time, or accumulated at the discretion of the employee. Employees will receive up to three (3) days for bereavement leave for a spouse, child, step-child, or parent, brother and sister, mother-in-law, father-in-law and one (1) day bereavement leave for a step-parent, half brother, half-sister, aunt or uncle.

B. Sick leave shall mean absence for an illness which prohibits an employee from performing his/her normal duties and is sufficient to confine the employee home, except for doctor's appointments and necessary visits to a pharmacy for the purpose of filling prescriptions. Sick leave may be used by an employee for regularly scheduled doctor and dental appointments.

C. Upon becoming sick or disabled, an employee shall be granted his accumulated, unused sick leave with pay, for the period of disability.

D. Notification of sick leave MUST be within one (1) hour of beginning of work day. Employees who do not call in as required shall receive one (1) oral warning of said violation. After receiving one (1) oral warning, the employee will be docked up to four (4) hours of pay, at the department head's discretion for subsequent violations. This shall not preclude discipline when warranted.

E. Sick leave accumulation shall be canceled upon termination of employment, except in the event of retirement as previously stated in this article.

ARTICLE X

PRESENT RETIREMENT

The Town agrees to institute a Retirement Program under the New York State Employee's Retirement System.

Union members to be included in existing non-union Town policy concerning Health Insurance benefits.

ARTICLE XI

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

- 1 - A representative of the Town will discuss the matter with a representative of the Union within seven (7) days of receipt of notice of said disagreement.
- 2 - If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of their intention to do so, which notice shall be served within ten (10) calendar days from the date of impasse. The matter shall be referred to arbitration before an Arbitrator designated by the New York State Public Employment Relations Board.

ARTICLE XII

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



ARTICLE XIII

The parties agree hereto that all benefits and privileges enjoyed by the employees in the past shall continue to remain in effect in addition to all the benefits and conditions set forth in the Agreement herein. The parties agree that upon expiration of this agreement if a new agreement is not in place all wages, health and welfare, and any other economic issues that may apply will be retroactive and that the union employees and the Town of Northampton will continue to work in a harmonious relationship until such agreement is ratified.

ARTICLE XIV

The Town Highway superintendent shall not perform bargaining unit work except for purpose of instructions or if delaying the task unnecessarily leaves the public's safety at risk or where the particular task to be completed can not conveniently be accomplished by members of the unit (e.g., in snow removal overtime work where, after reasonable efforts were made to call in bargaining unit members without obtaining sufficient bargaining unit members to accomplish the job.)

ARTICLE XV

Seniority - Men shall gain seniority on the sixty-first (61st) day of employment. Layoff and rehired shall be in seniority order. Oldest employee laid off last and recalled first. Seniority to be held for six (6) months on lay-off. Overtime and emergency work shall be on an equal basis.

ARTICLE XVI

WORKDAY - WORKWEEK - OVERTIME

Normal workday 6:30 A.M. to 3:00 P.M. Time and one-half over forty (40) hours in any week. (See Article V)

ARTICLE XVII

CLOTHING ALLOWANCE

Each employee shall receive a \$400.00 clothing allowance to be made available on the 1st pay period of each January.

ARTICLE XVIII

CREDIT UNION

The Town agrees to make deductions from employees pay, as directed by the employee, to the F.C.T. Credit Union.

ARTICLE XIX

DRINKING WATER

The Town agrees to provide an acceptable drinking water supply (water cooler).

ARTICLE XX

COMPENSATORY TIME

Employees may elect to take compensatory time off in lieu of accrued overtime, accrued compensatory time must be mutually agreed to by the employee and the Highway Superintendent. Comp time is considered to be ninety (90) minutes for every one (1) hour worked (or 1 ½ times). Accrued comp time must be used during the calendar work year in which it is earned.

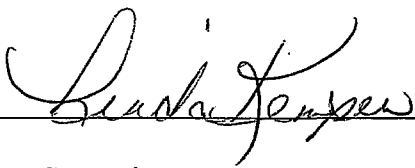
There will be no provisions for unused comp time to be carried over to the next year. Any unused compensatory time shall be paid to the employee by the 2<sup>nd</sup> payroll in December of each year. Rules of Vacation (Article VIII - A,B, and C) will apply to comp time use.

ARTICLE XXI

The Town will look into the providing of a deferred compensation plan. If it is financially practical to do so the Town will institute the plan.

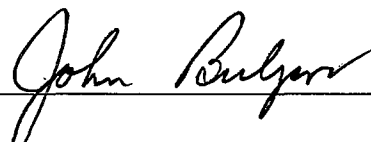
FOR THE EMPLOYER:


TOWN OF NORTHAMPTON

BY   
Town Supervisor

FOR THE UNION:

LOCAL 294 INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

BY   
John Bulgaro, President

BY   
Thomas L. Quackenbush,  
Business Agent