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BC/8276

AGREEMENT

between

THE TOWN OF HARTWICK

and

TEAMSTERS, LOCAL 182

1/1/09 - 12/31/11

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

AUG 1 0 2009

ADMINISTRATION

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PREAMBLE

It shall be the public policy of the Town of Hartwick and the purpose of this agreement to promote harmonious and cooperative relationships between the Town of Hartwick and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government. This Agreement is made between the Town of Hartwick, hereinafter referred to as the "Union."

ARTICLE I RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the exclusive employee organization representing all regular full-time Motor Equipment Operators, Heavy Equipment Operators, and Laborers, in the Employer's highway department, excluding the Deputy and the Highway Superintendent. Temporary appointees shall be considered covered by this agreement. No temporary appointment shall exceed nine consecutive months unless approved by Civil Service, and after the Union is notified as to the reasons for the extension.

Section 2.

It is agreed that the need for continued and uninterrupted operation of Public Agencies of the Employer is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or similar action which would involve suspension of or interference with normal work performance.

The Employer shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

ARTICLE II **DUES CHECKOFF AND IDEMNIFICATION**

Section 1.

The Union shall have exclusive rights to payroll deductions of dues and Union approved insurance for all employees covered by this agreement. Such deductions shall be submitted to the Teamster Local 182, 5 Rutger Park, Utica, New York 13501-3095. No other labor organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Union.

Section 2.

The Employer shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union and amount equal to the dues levied by the Union in accordance with Chapters 677 and 678 of the laws of 1977 of the State of New York.

Section 3.

The Union agrees to indemnify and hold harmless the Employer with regard to any deductions made pursuant to this Article. The Employer shall make deductions and transmit the amounts so deducted along with a listing of employees to the Union in a manner which is expeditious and beneficial to both parties.

ARTICLE III
RIGHTS OF THE UNION

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Taylor Law; under the terms and conditions of this agreement; to designate its own representatives and to appear before the appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate.

ARTICLE IV RIGHTS OF THE EMPLOYER

Section 1.

Except as otherwise specifically provided in this agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, suspend and to take disciplinary action, and to carry out the mission of the Employer pursuant to existing practices.

Section 2.

Under the terms of this agreement and pursuant to the Taylor Law, the Employer shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the Union.

Section 3.

It is recognized that the management of the departments, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, including but not limited to, selection and direction of the working forces; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

ARTICLE V **HOURS OF WORK**

Section 1.

Except as hereinafter provided, the normal work week for all regular full-time employees shall be forty (40) hours and the normal day shall be eight (8) hours per day, five (5) consecutive days or four (4) consecutive ten (10) hours days. If the schedule is changed to "summer hours" the schedule may be from 6 a.m. to 4:30 p.m. if approved by the Highway Superintendent. Employees will not be scheduled to work in excess of sixteen (16) consecutive hours. The above work hours shall apply with the exception of emergencies declared by the Employer.

Employees shall be compensated at the rate of time and one-half for all work required in excess of forty (40) hours in a pay week. The Employer reserves the right to require employees to work overtime when reasonably necessary for the efficient performance of the Employer's services. Whenever possible the Employer will attempt to avoid calling in an employee who is out on authorized vacation leave.

Section 2.

In computing overtime, paid personal leave days, vacation days and paid sick leave days shall be considered as time worked. Overtime assignment shall be made available, according to the most senior and qualified person. Employees called back to work outside of and unconnected with their normal work day shall be guaranteed a minimum of two (2) hours pay for such work. If the employee is called into work early or stays late the normal calculation will apply.

Pay for work performed shall be based upon the time clock. Any overtime in excess of the normal eight (8) hour work day shall be paid in increments of fifteen minutes.

Section 3.

Whenever practical the Highway Superintendent will provide the workers with a schedule of work assignments in advance.

ARTICLE VI HOLIDAYS

Section 1.

All legal holiday enumerated herein shall be allowed as days off, or days shall be allowed in lieu thereof.

The following days will be recognized as legal holidays:

New Year's Day	Columbus Day
President's Day	Election Day
Memorial Day	Veteran's Day
July 4 th	Thanksgiving Day
Labor Day	Christmas
Floating Holiday	

If one of the aforesaid holidays falls on a Saturday, Friday will be observed as a legal holiday. If such holiday falls on a Sunday, Monday will be observed as the legal holiday.

To be eligible for holiday pay, the employee must have worked his last scheduled work day before the holiday, or the day observed as the holiday, and his first scheduled work day after the holiday or day observed as the holiday, unless such absence is excused as bona fide sick leave, vacation time or death in the employee's immediate family. When such absence is due to illness, the department head may require satisfactory evidence thereof.

ARTICLE VII SICK LEAVE

Section 1.

The purpose of paid sick leave is to reasonably assure the receipt of income by an employee during one or more periods of illness. Under no circumstances is sick leave to be considered as an earned credit to be used for any other purpose.

Section 2.

Employees shall receive a total of twelve (12) days or ninety-six (96) hours earned on the basis of one day; beginning January 1, and each subsequent month at one (1) day for a total of twelve (12) days per year. New employees, after their probation period, shall receive pro-rated sick days based upon their hire date during their first year of employment.

To be eligible for paid sick leave, an employee shall notify the head of the department at least one (1) hour before the normal starting time of their shift when reporting as ill. If said employee is ill for a period of three (3) or more consecutive days, he may be required to supply his department head with a doctor's certificate substantiating such illness in order to be paid therefore.

Sick leave may be used for a doctor's appointment for illness limited to four (4) hours per visit with approval of department head. Sick leave time shall not be paid unless the employee notifies the Employer as herein prescribed. A medical certificate must be furnished by or on behalf of the employee periodically during any extended illness upon request of the Employer.

Where an employee has demonstrated a pattern of sick leave abuse, the employee shall be counseled in writing by the department or designee. If the pattern of abuse continues, the employee may be required to submit a doctor's certificate for such absence.

An employee whose records indicate continual consumption of sick leave credits may be required to take a physical examination at the Employer's expense. The Employer shall take such corrective steps as may be deemed necessary in individual cases, including when warranted, the suspension or discharge of an employee abusing the privilege subject to any applicable provision of the Civil Service Law or this agreement.

Section 3.

Unused sick leave credits shall accumulate but only up to a maximum of one hundred thirty (130) days. Upon attaining the maximum accumulation, sick leave is no longer earned.

Section 4.

The Employer will advise unit members of their sick leave accrual on a quarterly basis.

ARTICLE VIII VACATION LEAVE

Section 1.

Vacation time with pay may be taken when the covered employee has completed one (1) year of service. Vacation is earned according to the following schedule:¹

- 1-5 years service - 2 weeks (accrued at 6.667 hr/mo)
- 6-14 years service - 3 weeks (accrued at 10.0 hr/mo)
- 15-20 years service - 1 day per year up to 20 days after 20 years

Section 2.

Vacation leave shall be requested in advance to the department head in writing. The department head shall determine if the amount of time requested is available. Seniority will be used as a guide. Vacations can be limited to one (1) employee at a time. Employees may be allowed to take one week of vacation during the months of November through April, only if the departmental conditions permit and the request is approved in advance by the department head. Pay for vacation leave can be received before taking the vacation if a two (2) week request notice has been given.

Employees will be able to carry over one (1) week of vacation to the next year, with the new yearly total not to exceed five (5) weeks for those employees with four (4) week's vacation per year, four (4) weeks for those employees with three (3) weeks of vacation per year; and not to exceed three (3) weeks for those employees with two (2) week request notice has been given.

Vacations can be taken before earned. However, if a vacation is taken before earned and employment is then terminated before completion of a year, the salary equivalent of the vacation time will be deducted from the final paycheck.

¹ The employee's vacation leave available shall be recorded on their pay check.

ARTICLE IX
PERSONAL LEAVE

Personal leave shall consist of ***four days or thirty two hours*** per year. Personal leave can only be used for personal business which cannot be transacted outside regular working hours. Personal leave may also be used for religious observance. Except for emergency situations, arrangements for personal leave shall be made by the employee with the head of the department at least twenty-four (24) hours in advance. The number of employees on personal leave at one time may be limited. Employees hired after the execution of this agreement shall not be entitled to use personal leave during their first six (6) months of employment.

In the event of a death of an employee, accumulated personal leave will be paid to the employee's estate at the regular rate of pay.

ARTICLE X OTHER LEAVES

Section 1.

A full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid the difference between his daily job rate and his pay for jury duty. An employee who reports for jury duty as is excused there from for the remainder of the day prior to 1:00 p.m., shall contact the department head and report to work if requested. At the Employer's request, proof will be presented of the time served on jury duty and the amount received for such service.

Section 2.

In the event of a death in a unit members family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of the death up to and including the day of the funeral.

For the purpose of said paid bereavement leave, immediate family shall be defined as the employee's spouse, child or children, parent, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren or legal guardian.

In order to receive bereavement leave, the employee may be required to show evidence of the relationship and of attendance at the funeral, if requested.

Section 3.

When an employee is absent without leave and without due cause for a period of ten (10) days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. Subject to the provisions of Civil Service Law or this Agreement, when applicable, any unauthorized absence may be deemed misconduct in a disciplinary proceeding. Such disciplinary proceeding may result in termination of employment.

ARTICLE XI **GRIEVANCE PROCEDURE**

Section 1.

A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Agreement.

For the purpose of this Article, work days will exclude Saturday, Sunday and holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the parties to proceed within the time limits set forth shall terminate the grievance at that step.

Section 2.

The following procedure shall be followed when filing a grievance:

Step 1. An employee or group of employees who claim to have a grievance shall present their grievance to their department head in writing within ten (10) working days after the grievance occurs. Within ten (10) working days after presentation of the grievance, the department head shall discuss the complaint with the grievant and the Union business agent and respond in writing. The written response shall be signed, dated, and a copy shall be forwarded to the Town Supervisor.

Step 2. In the event that the grievance is not resolved at Step 1, the aggrieved employee may submit within five (5) working days from the immediate department head's response, a formal written grievance to the Town Supervisor. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract originally violated, the date of the alleged violation, and the remedy sought. The Town Supervisor will meet with the aggrieved employee and the Union's business agent to discuss and review the allegations.

Within five (5) working days of the receipt of the formal written grievance, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union.

Step 3. In the event the grievance is not resolved at Step 2, the aggrieved employee may submit within ten (10) working days from the Town Supervisor's response, a formal request that the grievance be submitted to the Town Board

for a final, and binding decision. The Town Board will have the authority to conduct a formal hearing. The purpose of this hearing will be to allow the

Employee (or his/her designee) and the Town Supervisor (or his/her designee) to present their position to the Town Board. Such hearing shall be convened within thirty (30) days of the employee's formal request.

The Town Board will be charged with the responsibility to render a decision which will be fair, final and binding. If the Town Board feels that it would be in the interest of the parties, it may delegate its responsibility to a third party to conduct a hearing and render a decision. The third party can be an arbitrator or a mediator, either of which can be assigned by PERB or appointed by the Town Board. Any expenses incurred by virtue of this assignation shall be borne equally by the Employer and the Union.

ARTICLE XII HEALTH INSURANCE

Section 1.

The Employer shall maintain its present health plan for the employees and their dependents defined as the Teamsters Local health insurance plan known as the "Select Plan". It is agreed and understood by the parties that the Town will not opt to provide coverage for Legal and Life/AD &D Effective upon the signing of this agreement, the Employer shall pay the full cost for employee and dependent coverage, *pursuant to sections 3 and 4 of this Article.*

Section 2.

During the term of this agreement, the Employer may change its present insurance coverage of employees in this bargaining unit by providing *comparable* coverage after prior consultation with the Union.

Section 3.

Employees hired after January 1, 1997 shall be responsible for 25% of their dependent health insurance premium.

Section 4.

The Employer currently budgets \$36,000 for annual health insurance premiums. The Employer is willing to freeze this amount for the life of the agreement if the Local can provide a less costly health insurance plan that is acceptable to the membership. If such a plan can be provided and its annual cost is less than the \$36,000 annual premium, the employees covered under Section 3 of this article may not be obligated to pay the full 25% contribution.

In the event that a less costly plan can be provided and the annual cost to the Employer is less than the \$36,000, the balance may be encumbered against the cost for the next year.

ARTICLE XIII
RETIREMENT PLAN

The Employer agrees to continue its administration of the payroll deductions currently being made on behalf of the employees. It is understood and agreed upon by the Employer and the Union that the Employer may choose to participate in the New York State Employees Retirement system. Participation in this plan shall not cause the Employer to incur any greater expense than it currently pays.

ARTICLE XIV SALARY

Section 1.

The Employer agrees to increase the employees' current salary as follows:²

Effective 1/1/2009 - 5%

Effective 1/1/2010 - 5%

Effective 1/1/2011 - 5%

Section 2.

The following *minimum* pay rates shall apply to new employees hired during the term of this contract and who are covered by this agreement;

January 1, 2009 - \$11.00 per hour

January 1, 2010 - \$11.50 per hour

January 1, 2011 - \$12.00 per hour

Section 3.

The Employer requires that all employees of the highway department be available for duty during the months of November through April of each year. When an employee is required to be "on call" during this period the employee will be compensated by receiving a "premium pay" stipend. This stipend will be fifty dollars (\$50.00) per pay period of such "on call" assignment. In no event will the total stipend amount earned during the period between Novembers through April exceed six-hundred and twenty-five dollars (\$625.00) for any one employee.

² If the Employer designates an employee as a "Working Supervisor" during the term of this agreement said designated employee shall be an additional paid \$.35 an hour.

ARTICLE XV WORK RULES

The Employer may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms off this Agreement. The observance of such rules and regulations shall be required by all employees.

It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five (5) working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

The Town agrees to provide the unit members with uniform tee and sweat shirts. The number and design shall be agreed to by the Highway Superintendent and a representative of the Local. **In addition to the uniform shirts the Employer will also reimburse the member \$65.00 for the purchase of work boots. This reimbursement will be made only after the member provides satisfactory proof of purchase and when the purchase price is \$150.00 or more. The purpose of this policy is to encourage the member to purchase quality work boots.**

ARTICLE XVI **SENIORITY**

Seniority means an employee's length of continuous service for the Employer from the employee's original date of hire as a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.

Seniority will apply to layoff and recall of non-competitive and labor class employees under Section 80A of the Civil Service Law, and may be used to resolve employee disputes regarding the selection of vacation time.

The Employer shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the bargaining unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the unit.

ARTICLE XVII
DISCIPLINE AND DISCHARGE PROCEDURE

All eligible employees (pursuant to Civil Service Law) covered by this Agreement shall utilize the procedure for disciplinary and discharge matters as outlined under Sections 75, 76, and 77 of the Civil Service Law.

ARTICLE XVIII
SAVINGS CLAUSE

Section 1.

If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a Court of Law, the remaining articles of this Agreement or additions thereof shall not be affected.

Section 2.

If a determination or decision is made as per Section 1 of this article, the parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

ARTICLE XXI
DURATION

This Agreement shall become effective January 1, 2009, and shall continue in full force and effect until December 31, 2011.

In witness whereof, the parties have executed this document by
March 9, 2009.

For the Employer

Patricia S. Lyon, Supervisor
Town of Hartwick

For the Union

Timothy W. Mott 2-27-09
Peapack Local 182

ARTICLE XIX
LEGISLATIVE ACTION

Pursuant to the provisions contained in subdivision 1 of Section 204A of the Civil Service Law, 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 providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XX
TOTAL AGREEMENT

This Agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect, except by further written agreement between the parties. Except as otherwise provided herein, neither party shall be obligated to negotiate or re-negotiate any item whether contained herein or not sooner than 120 calendar days prior to the expiration date. Either party may notify the other party in writing of its desire to re-negotiate, and may request a time and place for the initial negotiating session.

ARTICLE XXI
DURATION

This Agreement shall become effective January 1, 2009, and shall continue in full force and effect until December 31, 2011.

In witness whereof, the parties have executed this document by
March 9, 2009.

For the Employer

Patricia S. Ryan, Supervisor
Town of Hartwick

For the Union

Timothy W. Mott 2-27-09
Peapack local 182

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10/10/10