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Contract Database Metadata Elements

Title: **Mount Kisco, Village/Town of and International Brotherhood of Teamsters (IBT), Local 456 (2002)**

Employer Name: **Mount Kisco, Village/Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **456**

Effective Date: **06/01/02**

Expiration Date: **05/31/08**

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BC / 7689

STIPULATION OF AGREEMENT made and entered into this 13 day of April 2007, by and between the negotiating committees for Local 456, I.B.T. (the "Union") and the Village/Town of Mount Kisco (the "Employer").

6/1/02 - 5/31/08

WHEREAS, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on May 31, 2002 (the "Agreement"), and;

WHEREAS, the parties have arrived at a tentative agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby stipulate and agree as follows:

- 1) The provisions of this Stipulation are subject to ratification by the respective parties to the contract.
- 2) The signatories below agree to recommend this Stipulation for ratification.
- 3) A copy of this original document has been furnished to representatives of the Union.
- 4) All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.
- 5) The provisions of the prior Agreement shall be carried forward, except as modified below.
- 6) Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement.
- 7) The parties agree that, except as specifically set forth in this Stipulation, all terms shall be prospective from ratification of this Stipulation.

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8) Article VI – Sick Leave With Pay

Section 1(h): Add a new second (2nd) sentence that reads as follows:

This extended sick leave benefit shall not be available to individuals taking leave under Article VIII and/or Article IX of this Agreement.

9) Article XI – Wages

Section 1: Delete existing language and replace it with the following:

The annual classification wage rates set forth in Schedule "A" (annexed hereto) shall be increased as follows on and retroactive to the following dates:

Effective June 1, 2002	3.5%
Effective June 1, 2003	3.5%
Effective June 1, 2004	3.75%
Effective June 1, 2005	3.75%
Effective June 1, 2006	4%
Effective June 1, 2007	4%

Section 3: Line 2 – after "January 1, 1995..." add the following "but prior to the ratification of this Agreement..."

Add the following to the existing language:

The hiring rate for new employees in all classifications hired on or after the date of ratification of this Agreement, may, at the sole option of the Employer, be paid at an annual wage rate of up to 25% less than the annual wage set forth for the classification in Schedule "A" of the Agreement. The reduced hiring rate may, at the sole option of the Employer, continue for a period up to and including the employee's first two (2) years of service with the Employer, which shall be confirmed in writing to the new hire and the Union.

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10) Article XII – Hours of Work and Overtime

Section 1:

(a) The regular work week shall consist of forty (40) hours worked in any consecutive eight (8) hour periods (but not including a one-half (½) hour unpaid meal period) occurring Monday at twelve o'clock midnight through Friday at 11:59:59 p.m., except as set forth below in subsection (b). Normal hours shall be determined by the department head with the approval of the Village Manager, which hours may be changed by the department head with the approval of the Village Manager.

(b) Effective upon the ratification of this Agreement, any newly-hired employee shall, at the convenience of the Employer, work a regular work week that consists of forty (40) hours worked in any consecutive eight (8) hour periods (but not including a one-half (½) hour unpaid meal period) occurring Tuesday through Saturday. The Employer shall provide such employees with seven (7) days notice of any switch once within any three (3) month period into or out of a Tuesday through Saturday work week.

Section 4: Add subsection (a) below:

(a) The Union agrees that employees who are called in for emergency work pursuant to this Section, shall not be entitled to payment for a second emergency "call-in" until such time as the three (3) hour minimum period from the original emergency "call-in" has passed.

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Section 8 (NEW):

The Employer may, at its sole option, assign an employee with a Laborer classification to work part of the year in the Water Department and part of the year in the Highway Department. If such assignment is filled by an incumbent employee who is a volunteer and not already subject to the modified work schedule set forth in Section 1(b), then such incumbent employee may, at the sole option of the Employer, be assigned to a regular work week under Section 1(b) above.

11) Article XIII - Longevity

Section 1: Longevity as set forth in the Agreement for the period June 1, 1999 - May 31, 2002, shall continue until ratification of this Stipulation. Upon ratification of this Stipulation, the existing contractual language shall be replaced with the following:

All new hires and those employees with less than fifteen (15) years of completed service with the Employer as of the date of ratification of this Agreement, shall be entitled to annual longevity payments in accordance with the following schedule until separation from service with the Employer:

After seven (7) years of service:	\$1,430.00
After ten (10) years of service:	\$1,630.00
After fifteen (15) years of service:	\$1,830.00

Notwithstanding the above, those employees who have completed fifteen (15) or more years of service with the Employer (as of the date of ratification of

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this Agreement), shall be entitled to an annual longevity payment in accordance with the following schedule, provided however, that there shall be no advancement into the 20 year and 25 year longevity levels, regardless of their additional years of service, until separation from service with the Employer:

After fifteen (15) years of service:	3% of gross salary
After twenty (20) years of service:	4% of gross salary
After twenty-five (25) years of service:	6.5% of gross salary

13) Article XVI – Welfare Fund/Hospitalization/Life Insurance

Section 4: Continue old wording and add a new third sentence as follows:

Effective [date of ratification], the Village agrees to pay \$1,800 per year for all family plan members who were hired after June 1, 1989.

VILLAGE/TOWN OF MOUNT KISCO

J. R. 4/23/07

LOCAL 456, I.B.T.

John P. Henry 4/13/07

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