



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Dover, Town of and International Brotherhood of Teamsters (IBT), Local 456 (1996)**

Employer Name: **Dover, Town of**

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

Local: **456**

Effective Date: **01/01/96**

Expiration Date: **12/31/98**

PERB ID Number: **8146**

Unit Size: **9**

Number of Pages: **17**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

8146_12311998

Dover, Town Of And Ibt Local 456
(Town Employees Unit)

5071
4555

70
BC

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

OCT 17 1996

EXECUTIVE DIRECTOR

COLLECTIVE BARGAINING AGREEMENT

between

LOCAL 456, I.B.T.

and

TOWN OF DOVER

JANUARY 1, 1996 to DECEMBER 31, 1998

INDEX

<u>ARTICLE</u>		<u>PAGE</u>
I	UNIT	1
II	RECOGNITION	1
III	RECIPROCAL RIGHTS	3
IV	CLASSIFICATION, RATES AND WAGES	4
V	WORK DAY AND WORK WEEK	4
VI	PREMIUM TIME	5
VII	HIGHER CLASSIFICATION PAY	6
VIII	PAID HOLIDAYS	7
IX	VACATION	7
X	SICK LEAVE	8
XI	PERSONAL LEAVE	9
XII	BEREAVEMENT LEAVE	10
XIII	HEALTH INSURANCE	10
XIV	WORKERS' COMPENSATION INJURY	10
XV	UNIFORMS	11
XVI	SENIORITY	11
XVII	DISCIPLINE	12
XVIII	JURY DUTY	12
XIX	MILITARY LEAVE	12
XX	GRIEVANCE PROCEDURE	12
XXI	COMPATIBILITY WITH LAW	14
XXII	DURATION OF AGREEMENT	14

THIS AGREEMENT to be effective on the 1st day of January 1, 1996 by and between **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS** (hereinafter referred to as the "Union") and the **TOWN OF DOVER** (hereinafter referred to as the "Town").

ARTICLE I

UNIT

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

ARTICLE II

RECOGNITION

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

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

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

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

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

ARTICLE III

RECIPROCAL RIGHTS

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

Section 2: Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Town are retained by it, including but not limited to the right to determine the mission, purposes, objectives and policies of the Town; to determine the facilities, methods, means and number of personnel required for conduct of Town programs; to administer the Merit System, including the examination, selection, recruitment, hiring, appraisal, training, retention, promotion, assignment or transfer of employees pursuant to law; to direct, deploy and utilize the work force; to establish specifications for each class of positions and to classify or reclassify and to allocate or reallocate new or existing positions in accordance with applicable law; and to discipline or discharge employees in accordance with applicable law and the provisions of this Agreement. All of these rights shall be recognized if not in conflict with the provisions of this Agreement.

ARTICLE IV

CLASSIFICATION, RATES AND WAGES

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

	Effective <u>Jan. 1, 1996(1)</u>	Effective <u>Jan. 1, 1997</u>	Effective <u>Jan. 1, 1998</u>
Foreman	\$14.21	\$14.92	\$15.66
Mechanic	\$14.21	\$14.92	\$15.66
Heavy Motor Equipment Operator (H.E.O.)	\$12.96	\$13.60	\$14.29
Driver	\$12.47	\$13.10	\$13.75
Laborer	\$11.95	\$12.55	\$13.17

- a. The Union and the Town agree that all Employees shall receive a lump sum payment within thirty (30) days of ratification of this Agreement. Said lump sum payment shall be One Hundred (\$100.00) Dollars per employee. This lump sum payment shall be in full satisfaction of P.E.R.B. Case No. U-18148. The Union agrees that upon the Town's compliance with this provision the Union shall withdraw P.E.R.B. Case No. U-18148.
- (1) Retro-active payment due employees for wages and/or overtime shall be paid by the Town within a reasonable time from date of ratification.

ARTICLE V

WORK DAY AND WORK WEEK

Section 1: The work week shall consist of eight (8) consecutive hours per day (not including a one-half (1/2) hour unpaid lunch period). The work week shall consist of five (5) consecutive work days, currently Monday through Friday; any change shall be

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

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

Section 3: Employees who are required to work more than four (4) hours of overtime shall receive a meal allowance of Three (\$3.00) Dollars for each four (4) hours of overtime completed. In addition, the Employee shall be entitled to receive a meal break of one-half (1/2) hour for each four (4) consecutive hours of overtime worked.

- a. Meal allowance shall be paid to the Employee on submission of a voucher by the Employee to the Town and not subject to Federal or State withholding.

- b. The parties agree that effective January 1, 1997, this Section 3, including a. and b. shall be deleted from the contract.

ARTICLE VII

HIGHER CLASSIFICATION PAY

Section 1: Employees who are assigned to work in a higher pay classification for sixteen (16) consecutive hours or more, (twenty (20) consecutive hours if the Employees are working a ten (10) hours workday) shall be entitled to the higher rate of pay for all hours so assigned over sixteen (16) consecutive hours (twenty (20) hours if Employees are working a ten (10) hour day).

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

ARTICLE VIII

PAID HOLIDAYS

Section 1: Employees shall be entitled to eleven (11) paid holidays per year, paid in the form of time off with full pay.

Section 2: Employees required to work on a paid holiday shall, in addition to their holiday pay, be paid at the appropriate overtime rate for time worked.

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

Section 4: Contractual paid holidays shall be:

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

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

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

ARTICLE IX

VACATION

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

During 1st year	-	1 work day per month of service
After 1 year	-	12 work days (96 hours)
After 5 years	-	15 work days (120 hours)
After 10 years	-	20 work days (160 hours)

Section 2: Unused vacation may be accumulated to a maximum of forty (40) work days (320 hours).

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

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

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

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

Section 6: Employees may elect to use all or any portion of annual vacation or accumulated vacation as paid sick leave after all of their sick leave credits have been exhausted.

ARTICLE X

SICK LEAVE

Section 1: Employees shall earn sick leave at the rate of six (6) hours per month.

Section 2: Unused sick leave may be accumulated by the Employee to a maximum of one hundred (100) work days (800 hours).

Section 3: On December 31 of each year an Employee may elect to receive cash payment for a maximum of six (6) days (48 hours) of unused accumulated sick leave.

- A. If cash payment is elected on December 31 by the Employee, payment shall be made at the rate of pay in effect for the Employee on that December 31 and paid by the Town within thirty (30) days.

Section 4: Employees who are absent due to illness more than three (3) consecutive days are required to obtain a statement from their physician attesting to the fact that they are under the physician's care and indicating the estimated date of return to work. Failure to obtain such a statement will result in the loss of pay for the period of absence.

ARTICLE XI

PERSONAL LEAVE

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

Section 2: Employees requesting personal leave, except in cases of extreme emergency, shall notify the Highway Superintendent at least twenty-four (24) hours prior to the date requested.

ARTICLE XII

BEREAVEMENT LEAVE

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

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

ARTICLE XIII

HEALTH INSURANCE

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

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

Section 3: Upon separation of employment, the employees have the option of continuing coverage at their own expense.

ARTICLE XIV

WORKERS' COMPENSATION INJURY

Section 1: The Town shall provide Employees with at least the protection and benefits as defined by the New York State Workers' Compensation Law, but not less than the protection and benefits that the Town has provided in the past for Employees who were injured and/or became ill as a result of performance of their duties for the Town.

Section 2: Employees absent due to a disability caused by his/her duties for the Town shall not have such absences charged against sick leave credits.

Section 3: Employees who are absent from work due to a disability incurred in their performance of duties for the Town shall receive full salary from the Town until Workers' Compensation payments take effect.

ARTICLE XV

UNIFORMS

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

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

ARTICLE XVI

SENIORITY

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

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

ARTICLE XVII

DISCIPLINE

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

ARTICLE XVIII

JURY DUTY

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

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

ARTICLE XIX

MILITARY LEAVE

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

ARTICLE XX

GRIEVANCE PROCEDURE

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

- a. A grievance of an Employee or Employees shall be presented in writing, if at all, by his/her or their Shop Steward and the Employee(s) concerned

to the Superintendent of Highways within thirty (30) calendar days after the date on which such grievance arose or could have been reasonably discovered.

- b. In the event that such grievance is not satisfactorily adjusted at the preceding step of the grievance procedure, the Union shall present the grievance to the Town Board for settlement within thirty (30) days of the written response of the Superintendent of Highways. The response of the Town Board shall be in writing.
- c. In the event that such grievance is not then disposed of, it may be referred by the Union, within thirty (30) days of receipt of the Town Board decision, to binding arbitration before the American Arbitration Association, pursuant to its rules and procedures.
- d. The time limits set forth herein may be extended by the mutual consent of the Union and the Town.

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

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

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

ARTICLE XXI

COMPATIBILITY WITH LAW

Section 1: Governing Law and Severability

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

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

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

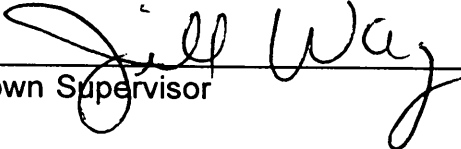
ARTICLE XXII

DURATION OF AGREEMENT

Section 1: This Agreement shall become effective January 1, 1996 and shall continue in effect until December 31, 1998.

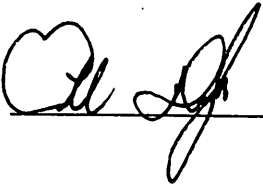
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their offices the day and year first above written.

TOWN OF DOVER


Town Supervisor

Date: 9/22/94

LOCAL 456, I.B.T.



Date: 9/11/96