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MEC ~~8644~~ / 8644

# COLLECTIVE BARGAINING AGREEMENT

by and between the

## TOWN OF CHESTER

and

## LOCAL UNION #445

## INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2004 - May 31, 2007

This draft collective bargaining agreement is being presented on behalf of the Town of Chester with the right to amend, delete, add to and/or modify its proposals at any time during the negotiations, except as may be agreed to by and between the Town and the Teamsters. FINAL ACCEPTANCE OF THE ENTIRE AGREEMENT AND EACH PROVISION IS CONTINGENT UPON RATIFICATION OF THE UNION MEMBERSHIP AND APPROVAL BY THE TOWN BOARD.

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JUN 12 2006

ADMINISTRATION

# Collective Bargaining Agreement

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## **ARTICLE 1 CONDITION AND SCOPE OF AGREEMENT**

### **1.1 Notice of Agreement**

**1.1.1 Parties to Agreement:** This Collective Bargaining Agreement is made by and between the Town of Chester, hereinafter referred to as the "Employer", and Teamsters Local Union Number 445, International Brotherhood of Teamsters, located at Box 2097, Newburgh, New York, hereinafter referred to as "Local 445" or "the Union."

**1.1.2 Zipper Clause:** This agreement constitutes the full and complete agreement of the parties, and may be altered, changed, added to, deleted from or modified only through mutual consent of the parties in a written, signed amendment to this agreement.

### **1.2 Recognition**

**1.2.1 Definition of Bargaining Unit:** The Employer recognizes the Union as the sole and exclusive bargaining representative of Mechanics, Motor Equipment Operators, Heavy Equipment Operators, Water Plant Operators, and Laborers with regard to terms and conditions of employment and in respect to the administration of grievances arising under this collective bargaining agreement. All other employees, including the position of highway foremen (or working foreman) shall be excluded from coverage under this collective bargaining agreement and from the bargaining unit represented by Local 445.

**1.2.2 Definition of Employee:** Hereinafter, the word "employee" shall mean and refer to an individual working in a job classification included in the bargaining unit.

## **ARTICLE 2 MANAGEMENT RIGHTS**

### **2.1 *Management Rights Clause***

**2.1.1:** The operation of the Highway Department and the direction of its staff are vested exclusively in the Employer, and except as expressly limited by the other articles in this collective bargaining agreement, the Employer retains the exclusive right to manage the Highway Department and its operations, to direct the work force, and to establish terms and conditions not expressly set forth herein and shall continue to retain all such authority and rights of the Employer. Such rights of the Employer include, but are not limited to, the right to plan, direct, control operations, determine operations for services to be performed by the Highway Department and its employees, to establish and maintain productivity and quality standards, schedule working hours, hire, promote, demote, transfer, suspend, discipline and discharge for just cause or pursuant to applicable law, to introduce new and improved methods, materials and facilities, or to change existing elements, materials or facilities, and to establish terms and conditions not expressly set forth herein.

### **2.2 *Contracting or Subcontracting***

**2.2.1:** The Union and the Employer have a joint desire to maintain productive and stable workforce while recognizing the Employer's occasional need to make outside arrangements to have work done.

The Employer agrees not to subcontract work currently performed exclusively by bargaining unit or incumbent employees.

The Employer may subcontract work that cannot be performed by bargaining unit employees due to lack of skills, licenses, or due to lack of proper machinery or equipment, provided that the cost of rental or leasing of said equipment would create a financial hardship for the Town, or lack of sufficient manpower.

## ARTICLE 3 UNION RIGHTS

### 3.1 *Union Dues/Agency Shop Fees*

**3.1.1 Union Dues:** The Employer shall deduct from all regular employees who are Union members and are covered by this collective bargaining agreement, dues of the Local Union and remit same to the Local Union at the end of each month. Written authorization by the employee shall be furnished by the Union in a form approved by the Employer. The Employer will notify the Union promptly in writing and within seven calendar days of any revocation of such authorization to check off dues received by it.

**3.1.2 Agency Shop Fee:** An employee who does not become a member of the Union by signing a membership card and an authorization card for dues deduction within thirty calendar days of initial employment, or an employee who does not remain a member of the Union in good standing, shall be required to pay a service fee (agency shop fee) in an amount equivalent to the membership dues levied by the Union. The Employer shall deduct agency shop fees from the pay of such employee at the close of each pay period and remit the sum to the Union at the end of each month. The Union shall notify the Employer of the amount to be deducted.

**3.1.3 Indemnification Clause:** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, and other forms of liability that may arise by reason of action taken or not taken by the Employer for the purpose of complying with the provisions of 3.1.1 or 3.1.2, above.

### 3.2 *Leave for Grievances and Hearings*

**3.2.1 Stewards:** The Employer recognizes the right of the Employees to elect job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so elected by the Employees shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information:
  - a. Have been reduced to writing, or
  - b. If not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.



In addition, the unit reserves the right to elect an alternate Shop Steward, whose sole responsibility shall be to contact the Shop Steward, or in his or her absence, the Union Business Agent, should a conflict arise.

**3.2.2 Release Time:** No Steward shall be engaged in Union business during the time when such employee is assigned to a regularly scheduled job, or required to repair equipment in use on a job site or needed to respond to an emergency situation. The Steward shall be given reasonable time during work hours to process grievances. Requests for the use of release time shall be made to the Highway Superintendent, or his designee, as far in advance as possible. Requests shall not be unreasonably denied. An employee requesting such leave shall not leave the employee's duty station until the Highway Superintendent has approved it.

**3.2.3 Super-seniority:** To the extent permitted by law, one Steward will be granted super-seniority for all purposes including layoff, rehire and job performance, provided he or she is qualified and provided he or she has five (5) years or more of unit-wide seniority.

**3.2.4 Conflict with Law:** The parties do not intend that any provisions hereof conflict with existing federal, state, county, Town or State Civil Service Commission law, or rules and regulations. Should any conflict arise, such provisions shall be modified to conform with applicable law, rule or regulation.

### **3.3 Leave for Negotiations**

**3.3.1 Eligible Employees:** Three employees (maximum of two (2) employees from Highway Department and one (1) employee from the Water Department) designated by the Union, in writing, shall be allowed release time, without loss of pay or leave credits, to participate in collective bargaining negotiations scheduled by the Employer and the Union.

**3.3.2 Requests for Release Time:** Requests for the use of release time shall be made to the Highway Superintendent as far in advance as possible. Requests shall not be denied. An employee requesting such leave shall not leave the employee's duty station until the Highway Superintendent has approved it.

### **3.4 Access to Employer Premises**

**3.4.1 Union Representatives:** Representatives of Local 445 shall be allowed access to the Employer's premises for the purpose of conducting legitimate Union business related to the administration of this collective bargaining agreement and to investigate safety and health matters provided it does not interfere with normal operations. The representative shall give prior notice of the visit to the Highway Superintendent or the Town Supervisor.

### **3.5 No Strike Clause**

**3.5.1** Neither the Union nor any of its members covered hereunder shall engage in a strike, work stoppage or slow down against the Town, nor shall it cause, call, instigate, encourage, condone or ratify such a strike, work stoppage or slow down or engage in or cause, call or ratify any refusal to cross a picket line, or other work stoppage or slow down of Union members. Any such violation of this no-strike pledge will be subject to all of the sanctions or penalties provided in Section 210 of the Civil Service Law.

**3.5.2** This prohibition against strikes shall specifically include the refusal by Union members to cross a picket line at any of the Town's premises, regardless of the reason for said picket line and the organization who is maintaining it. During the period of this Agreement, the employees shall not engage in any unauthorized or wildcat strike, work slowdown, work stoppage, or refusal to cross a picket line at any of the Town's premises, regardless of the reason for said picket line or the organization who is maintaining it. The Town shall not cause a lock-out during the terms of the Agreement.

**3.5.3** In the event of an unauthorized strike, work slow down, work stoppage, or refusal to cross a picket line, the Union agrees, within eight (8) hours of receipt of written notice thereof, to endeavor in good faith to have the employees return to their work. Compliance by the Union in good faith with the provisions herein shall be deemed full compliance with the Union's obligation hereunder.

**3.5.4** The Town agrees not to discharge, discipline, or permanently replace an employee because the employee refuses to enter upon the property involved in the primary labor dispute with the Union or to cross the Union's picket line in a primary labor dispute. In consideration of this exception, if such a primary dispute, strike or picket occurs, the Union shall permit management employees to cross its picket line and enter the property of such Employer to obtain materials or equipment for the Highway Department, or the Union will fully cooperate with the Town so that the necessary material and/or equipment will be delivered to the Town in a timely manner. This clause is intended to permit the Town to secure the materials and equipment necessary to perform its duties (e.g., blacktop or cement) in a timely fashion.

## **ARTICLE 4 GENERAL CONDITIONS OF EMPLOYMENT**

### **4.1 *Filling Vacancies in New Positions***

**4.1.1 Posting:** New positions shall be posted in a conspicuous location in the Town Garage for seven calendar days before a new employee is hired. In the event that emergency needs require the immediate filling of the vacancy, a temporary appointment may be made not to exceed three (3) months.

**4.1.2 Union Referrals:** When new employees are to be hired, the Union, as among other sources, will be afforded the opportunity to send applicants for consideration. The final employment decision shall be made by the Employer.

**4.1.3 Application and Selection:** Employees shall be permitted to bid for a new or vacant position during the posting period and the new or vacant position shall be awarded on the basis of seniority if the employee bidding is qualified for such new or vacant position. The decision as to whether or not the employee is qualified for the position shall be made by the Department Head or Designee. The Department Head or Designee shall have sole discretion in filling the vacancy. The decision shall not be subject to the grievance procedure set forth in this collective bargaining agreement. In addition, Town residents shall be given preference for new positions.

### **4.2 *Probationary Period (New Hires)***

**4.2.1 Length of Probationary Period:** A newly hired employee shall serve a twelve-month probationary period before becoming a regular employee. Such probationary period shall be computed from the date of hire, with such period to exclude any period of absence from work.

**4.2.2 Terms of Probation:** During the probationary period, the Employer has the right to discipline and/or discharge a probationary employee in its sole discretion. It is understood that the exercise of such right by the Employer shall not be subject to the grievance procedure set forth in this collective bargaining agreement.

### **4.3 Seniority**

**4.3.1 Service Seniority:** Seniority shall be the deciding factor in employees' choice of shifts. Employees shall be placed on this seniority list as of the employee's first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this collective bargaining agreement.

**4.3.2 Leave of Absence:** Employees who willfully fail to return to work two (2) weeks following a leave of absence will lose all prior seniority.

**4.3.3 Loss of Seniority:** Seniority shall be broken only by discharge or voluntary termination (i.e. resignation, retirement, abandonment of position, etc.)

### **4.4 Layoff and Recall Procedure**

**4.4.1 First to be Laid Off:** To the extent permitted by law, when it becomes necessary to reduce the work force, the last person on the seniority list shall be the laid off first, and when that force is again increased, the Employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified.

**4.4.2 Notice of Recall:** In the event of a recall, the laid-off employee shall be given notice of the recall by certified mail sent to the address last given to the Employer by the employee. Within seven calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by certified mail of the employee's intent to return to work, and must actually report for work within fourteen calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed in writing that the employee may return to work on a specific date agreed to by the employee and the Highway Superintendent. In the event the employee fails to comply with the above provisions, the employee shall lose all seniority rights under this collective bargaining agreement and the employee shall be considered as a voluntary quit.

**4.4.3 Duration of Recall Rights:** An employee who is laid off will be eligible for recall for up to two years from the date the employee was laid off. Thereafter, the employee will no longer be notified of vacancies within the bargaining unit nor have any recall rights to a position within the bargaining unit.

#### **4.5 Personnel File**

**4.5.1 Employee Access:** An employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the Highway Superintendent. Someone authorized by the Highway Superintendent or Town Supervisor must be present when the employee inspects the file. The employee may not place any material in the file without the approval of the Highway Superintendent or Town Supervisor. The Employer may not place or remove any material in the employees' files without said employee having knowledge of it.

**4.5.2 Union Access:** With the written consent of the employee, a representative of the Union shall be allowed to review and copy the contents of the employee's personnel file, with the exception of letters of reference.

**4.5.3 Change in Status:** An employee must, as soon as possible, notify the Highway Superintendent of a change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

## ARTICLE 5 GRIEVANCE PROCEDURE

### 5.1 *Basic Principals*

5.1.1 It is the intent of this procedure to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.

5.1.2 An Employee shall have the right to present a grievance, which is hereby defined as a violation of an enumerated section of this Agreement, in accordance with this procedure, free from coercion, interference, restraint, discrimination or reprisal.

5.1.3 An employee shall have the right to be represented at any stage of this procedure by a Union representative or legal counsel.

5.1.4 Each party to a grievance shall have access at reasonable times to all written statements and records pertaining to such case.

5.1.5 It shall be the responsibility of the Superintendent of Highways to take such steps as may be necessary to give effect to this procedure. The Superintendent of highways shall consider each grievance as presented to him or her and make a determination within the authority delegated to him or her within the time specified in these procedures.

5.1.6 The function of these procedures is to assure equitable and proper treatment under the existing Agreement involving disputes which may arise concerning the terms of this Agreement. The arbitration procedure is not designed to be used for changing such rules or procedures or establishing new ones.

### 5.2 *Procedures*

5.2.1 **Step One - Formal Grievance:** The Union may file a formal complaint on behalf of an aggrieved employee(s). The grievance shall specify the nature of the grievance, including the section of the collective bargaining agreement that was allegedly violated and a statement of facts, times, and dates.

The grievance must be submitted, in writing, to the Highway Superintendent within twenty (20) calendar days from when the grievant knew or should have known about the incident giving rise to the grievance.

Within seven (7) calendar days after receiving the grievance, the Highway Superintendent, or designee, shall meet with the aggrieved employee(s) and the designated representative of the Union. Within seven (7) calendar days after the meeting, the Highway Superintendent shall issue a written response to the grievance that shall be given to the Business Representative and the employee(s).

**5.2.2 Step Two - Appeal:** If the Union is not satisfied with the response to the grievance at Step One, the Union may submit the matter to the Town Supervisor. The appeal must be submitted, in writing, within fifteen (15) calendar days from receiving the Step One response, or when the Step One response should have been received.

Within fourteen (14) calendar days after receiving the appeal, the Town Supervisor shall meet with the aggrieved employee(s) and the designated representative of the Union. Within fourteen (14) calendar days after the meeting, the Town Supervisor shall issue a written response to the grievance that shall be given to the Local President of Local 445.

**5.2.3 Step Three - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Two, the Union may submit the matter to arbitration by filing a demand for arbitration with the Public Employment Relations Board (PERB) or the American Arbitration Association (AAA) in accordance with its rules and regulations. The demand for arbitration must be filed within thirty (30) calendar days from receiving the Step Two response or when the Step Two response should have been received.

**5.2.4 Arbitrator's Authority:** The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator that shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify or delete any provisions of this collective bargaining agreement.

**5.2.5 Cost:** The Employer and the Union shall share the fees of the arbitrator equally.

## ARTICLE 6 WORKDAY AND WORKWEEK

### 6.1 *Work Schedule*

**6.1.1 Workweek:** With the exception of the water plant Employees, the work week shall consist of five (5) consecutive days, Monday to Friday from 7:00 a.m. to 3:30 p.m. Members of the bargaining unit including water plant Employees shall receive one half hour (1/2) per day for lunch unpaid. With respect to Water plant Employees, the work week shall be in accordance with the current practice eight (8) hours per day, which is 7:00 a.m. to 3:30 p.m. with lunch from 12 Noon to 12:30 p.m.

**6.1.2 Overtime:** Overtime work shall be assigned based on a seniority rotation basis, provided that, in an emergency situation, the Highway Superintendent, or the Superintendent's designee, shall have discretion to assign overtime work out of the seniority rotation. An emergency situation shall include water main breaks, downed trees and electrical lines, street cave-ins, flooding conditions and other extraordinary events. For the purposes of this exclusion, snow removal shall not be considered an emergency situation.

In an emergency situation, the Highway Superintendent's assignment of overtime shall not be subject to the grievance procedure set forth in this collective bargaining agreement. In a non-emergency situation, the Highway Superintendent, for good cause, can assign overtime outside of the seniority rotation system because a particular job requires employees with special skills. The assignment of overtime in a non-emergency situation must be reasonable, and IS subject to the grievance procedure set forth in this collective bargaining agreement.

If an employee refuses overtime work, the employee shall be passed over on the rotation list, but will not skip a turn. The parties recognize that a reasonable amount of overtime is necessary to perform the jobs in the unit, that employees are expected to work a reasonable amount of overtime, and employees shall not unreasonably refuse overtime. The Employer shall have a right to implement rules governing the duty to accept overtime, including disciplinary action for an employee's refusal to work overtime.



## **6.2 Absences**

**6.2.1 Notification:** In the event an employee is unable to report to work, the employee must notify the Highway Superintendent or designees each day of the absence and state the reason for the absence. In the event the absence is due to an extended illness or injury, this requirement will be waived.

**6.2.2 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the immediate supervisor within one hour after the employee's scheduled reporting time.

**6.2.3 Early Departure:** In the event an employee must leave work, the employee must notify the immediate supervisor prior to leaving. Approval will not be unreasonably denied.

## **6.3 Break Period**

**6.3.1 Rest Breaks:** An employee will receive a paid, duty-free rest break of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday. An employee who voluntarily chooses not to take a rest break will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked.

## ARTICLE 7 COMPENSATION

### 7.1 Wages

7.1.1 Base wages for bargaining unit members shall be increased as follows:

- June 1, 2004 - May 31, 2005: 4.0 percent
- June 1, 2005 - May 31, 2006: 3.5 percent
- June 1, 2006 - May 31, 2007: 4.0 percent

7.1.2 **Wage Rates:** The base wages for members of the bargaining unit effective for the term of this Agreement are set forth in the below table:

Title	Wages		
	June 2004 - May 2005	June 2005 - May 2006	June 2006 - May 2007
Mechanics	\$21.26	\$22.00	\$22.88
Motor Equipment Operators	\$20.49	\$21.21	\$22.06
Heavy Equipment Operators	\$20.49	\$21.21	\$22.06
Water Laborers	\$16.39	\$16.97	\$17.65
<i>Englebert</i> <i>Redner</i> Water Plant Operators - A	\$48,123	\$49,807	\$51,799
Water Plant Operators - B	\$54,144	\$55,828	\$57,820

Wage rates for Water Plant Operators are calculated as follows:

- Water Plant Operators – A: wage increase will be at the same percentage rate increase as for other employees, rounded to the nearest dollar, as specified in 7.1.1 above.
- Water Plant Operators – B: wage increase will be the same dollar amount as calculated for Water Plant Operators – A.

7.1.3 **Longevity:** Employees will receive an annual longevity stipend of \$350 after every five (5) years of continuous service with the Town according to the below table. The longevity stipend will be paid on or about the employee's anniversary date of employment with the Town.

Length of Service	Annual Longevity Amount
Less than 5 years	\$0
5 years or more, and less than 10 years	\$350
10 years or more, and less than 15 years	\$700
15 years or more, and less than 20 years	\$1,050
20 years or more, and less than 25 years	\$1,400
25 years or more	\$1,750

**7.1.4 Hiring Rate:** Employees hired after the date of the signing of this Contract shall be hired at a rate of eighty (80%) percent of the then applicable rates for Employees in the same classification, including new Water Plant Employees. Every six (6) months, they will receive a five (5%) percent raise until they reach contract salary.

**7.1.5 Special Provision for Water Plant Operators:** In the event that Water Plant Operators -- B retires from Town employment prior to Water Plant Operators -- A, the Town will provide Water Plant Operators -- A with a one-time lump-sum payment of \$1,000 in the month subsequent to the effective date of such retirement.

## **7.2 Premium Pay for Overtime**

**7.2.1 Overtime Rate:** An employee will be paid one and one-half times the employee's regular hourly rate of pay for all time worked over eight hours in a given workday or over forty hours in a given workweek.

All hours worked consecutively beyond the employee's regularly scheduled workday will be paid at time and one-half. (E.g., Employee's workday is 7:00 a.m. until 3:30 p.m. If the employee works continuously through 7:00 a.m. the following day, then the employee will remain on time and one-half if required to continue working after 7:00 a.m.)

**7.2.2 Water Department Employees:** The Town and the Union acknowledge that water department employees are regularly scheduled to work hours in excess of forty (40) hours per week, and that prior to the effective date of this Contract, were compensated on an annual basis which compensation included a monetary increment for one hundred and fifty (150) overtime hours. It is the intention of this Town and the Union that the annual earnings of the Water Department Employees shall not be reduced by the change in the method of computing their annual earnings. The Water Department Employees will be compensated at one and one half times their regular (straight time) rate for all hours over eight (8) hours in any work day or over forty hours in any work week. In the event the total number of straight time and overtime hours do not equal the annual compensation of said Water Department Employees as described above, (including the increase provided in this agreement), said Employees shall receive the shortfall as part of their annual compensation. Water Plant Employees shall be treated in the same manner as all other unit employees, except that any overtime will be computed as set forth previously (i.e., it will be credited toward the 150 overtime hours built into their annual compensation which existed for said Employees prior to the effective date of this Contract and said employees will receive payment for said overtime only if the total overtime hours exceeds the 150 hours).

**7.2.3 Credit for Paid Leave:** Holidays, vacation leave, sick leave, personal leave, bereavement leave, and jury duty leave will be included as time worked in the computation of overtime.

### **7.3 Call Backs**

**7.3.1 After Shift Has Ended:** If an employee employed in the Highway Department is called in to return to work after the employee's shift has ended and the employee has left the worksite, or on a Saturday, Sunday, holiday, or other period during which said employee is not scheduled to work, such employee shall be paid for a minimum of four hours of work at the rate of one and one-half times the employees regular hourly rate of pay.

**7.3.2 Prior to Beginning Shift:** If an employee employed in the Highway Department is called in to work prior to the commencement of the employee shift, such employee shall be paid for the additional time the employee works at the rate of one and one-half times the employees regular hourly rate of pay, plus two additional hours at the rate of one and one-half times the employees regular hourly rate of pay. For example, if an employee is called in to plow snow on a regular workday and arrives at work at 5:00 a.m., said employee shall receive two hours of pay at time and one-half from 5:00 a.m. to 7:00 a.m., an additional two hours pay at time and one-half, and then the employee's regular pay for the day at straight time.

**7.3.3 Water Plant Employees:** If an employee employed at the Water Plant is called in to work on an emergency, the employee shall be paid for the time worked plus an additional two hours at the rate of one and one-half times the employees regular hourly rate of pay. Such employee shall receive payment for at least one-half hour time even if the time worked is less than one-half hour. As set forth in Article 7, section 7.2.2, the overtime will be first credited to the one hundred fifty (150) hours overtime and, thereafter, paid if said employee's annual total overtime hours exceeds one hundred fifty (150) hours.

### **7.4 Pay Period**

**7.4.1 Payroll Period:** The payroll period will begin on Thursday at 12:01 a.m. and end fourteen calendar days later on Wednesday at 12:00 midnight.

**7.4.2 Pay Date:** All regular hours worked in the payroll period and all overtime worked in the first eleven days of the payroll period will be paid on the Thursday which ends the payroll period. Any overtime hours worked in the last three days of the payroll period will be paid on the end of the next payroll period. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

**7.4.3 Statements:** Each employee shall be provided with a statement of gross earnings and a statement of deductions made for any purpose.

### **7.5 Separation from Employment**

**7.5.1 Settlement of Wages:** Upon separation from employment, except as otherwise specified in this Agreement, the Employer shall pay all money due the employee on the next regularly scheduled pay day following such discharge or resignation.

## ARTICLE 8 PAID LEAVE

### 8.1 Holidays

**8.1.1 Designated Holidays:** The following holidays shall be observed.

- |                            |                   |                       |
|----------------------------|-------------------|-----------------------|
| 1. New Year's Day          | 2. ML King Day    | 3. Lincoln's Birthday |
| 4. Washington's Birthday   | 5. Good Friday    | 6. Memorial Day       |
| 7. Independence Day        | 8. Labor Day      | 9. Columbus Day       |
| 10. Election Day           | 11. Veterans' Day | 12. Thanksgiving Day  |
| 13. Day after Thanksgiving | 14. Christmas Day |                       |

During a workweek that includes a holiday, (i.e., weeks which contain one day as a holiday, e.g. Labor Day), the regular workweek shall include the holiday. Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday.

**8.1.2 Not Assigned to Work on a Holiday:** An employee who does not work on a designated holiday will be paid "holiday pay" for the day at the employee's regular daily rate of pay.

**8.1.3 Assigned to Work on a Holiday:** If an employee works on a designated holiday, the employee will be paid for the holiday at straight time and, for the time worked, at the rate of one and one-half the employee's regular hourly rate of pay.

**8.1.4 Holiday During Scheduled Leave:** In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation leave or paid sick leave, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

## **8.2 Vacation Leave**

### **8.2.1 Allowance:** Vacations shall be as follows:

- (a) Employees with less than one (1) year of seniority shall accrue vacation at the rate of 5/6 of one day per month;
- (b) After one (1) year of seniority, said Employee shall be entitled to receive ten (10) days vacation;
- (c) After five (5) years of employment, 15 days vacation;
- (d) After thirteen (13) years of employment, 20 days vacation. All vacation shall be computed on a calendar year;
- (e) After twenty (20) years of employment, 23 days vacation. All vacation shall be computed on a calendar year.

**8.2.2 Scheduling:** The vacation schedule for this first calendar year of this Agreement shall be attached hereto (See, Exhibit "B") and shall set forth the number of years of seniority for each Employee in the Unit as of 1993. The Town will adjust each employee's seniority for vacations in 1993 so that each employee receives credit for the total number of years of seniority as of December 31, 1993. The present system for scheduling vacations shall continue in full force and effect during the term of this Agreement.

**8.2.3 New Employees:** A new employee shall not be entitled to use any vacation days during the first twelve (12) months of his or her employment, although he or she shall accrue vacation days during that period at the rate of 5/6 of one day per month.

**8.2.4 Carry-over:** Each employee will be allowed to carry-over 5 days of vacation annually. Such carry-over of days will not be cumulative and must be used in the following year. All other vacation days unused during the year in which they are earned will be lost at the end of that year.

**8.2.5 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused vacation leave credits at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused vacation leave credits. In the event of an employee's death, the employee's beneficiaries shall receive the payment for unused vacation leave credits.

## **8.3 Sick Leave**

**8.3.1 Allowance:** An employee will be credited with one (1) day of paid sick leave on the first day of each month. An employee may accumulate an unlimited number of sick leave credits for use when needed for extended sick leave.

**8.3.2 Family Sick Leave:** An employee shall have the right to use up to thirty-two hours (four eight-hour days) of paid sick leave per year for the illness of a member of the employee's immediate family residing in the household. The employee must have completed six months of continuous service.

**8.3.3 Notification of Sick Leave:** In the event an employee must take sick leave, the employee must notify the Highway Superintendent within one (1) hour after the employee's scheduled reporting time.

**8.3.4 Medical Verification:** The Employer may require medical verification of an employee's absence if the employee or if the employee has been out on sick leave for 3 consecutive days. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties.

**8.3.5 Return to Work:** After an extended leave due to an injury or illness, the Employer may require medical verification of an employee's ability to perform the employee's normal job duties. Upon such request, the employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions.

**8.3.6 Termination of Employment (for employees hired before June 1, 2004):** An employee who resigns, retires from employment with the Employer, or is laid off may use up to one-hundred and sixty-five days of accumulated sick leave credits to increase service credit toward retirement in accordance with Section 41(j) of the New York State Retirement System. Such employee will receive payment for fifty percent of the total number of unused sick leave credits, other than those days used in conjunction with Section 41(j) identified above, at the employee's then current rate of pay. In the event of an employee's death, the employee's beneficiaries will receive payment for one hundred percent of the total number of unused sick leave credits at the employee's then current rate of pay. An employee who is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

**8.3.7 Termination of Employment (for employees hired on or after June 1, 2004):** An employee who resigns, retires from employment with the Employer, or is laid off will receive payment for fifty percent of the total number of unused sick leave credits, up to a maximum of one hundred and sixty-five days, at the employee's then current rate of pay. In lieu of receiving payment at fifty percent, employee may use such accumulated sick leave credits to increase service credit toward retirement in accordance with Section 41(j) of the New York State Retirement System, up to the maximum of one hundred and sixty-five days. In the event of an employee's death, the employee's beneficiaries will receive payment for one hundred percent of the total number of unused sick leave credits, up to a maximum of one hundred and sixty-five days, at the employee's then current rate of pay. An employee who is terminated from employment due to disciplinary action will not receive payment for unused sick leave credits.

## **8.4 Personal Leave**

**8.4.1 Policy:** The personal leave policy currently in effect shall continue during the term of this Agreement.

**8.4.2 Allowance:** A full-time employee will be credited with twenty-four hours (three days) of paid personal leave on the first day of January of each year for the subsequent year.

**8.4.3 Carry-over:** To the extent that this provision is inconsistent with the Family Leave Act or any other applicable statute, the appropriate statute shall prevail. An employee may carry over eight hours (one (1) day) to the following year (annual maximum is thirty-two (32) hours).

**8.4.4 Scheduling:** Employees are required to give the Highway Superintendent reasonable notice of their intention to take personal leave whenever possible. Personal leave is not intended to extend vacation or holiday.

**8.4.5 Termination of Employment:** An employee who resigns, retires, or is laid off will receive payment for unused personal leave credits at the employee's then current rate of pay. In the event an employee leaves employment due to disciplinary action, the employee will not receive payment for unused personal leave credits.



## **8.5 Bereavement Leave**

**8.5.1 Immediate Family:** All Employees shall receive up to three (3) days pay due to absence from employment, not chargeable to sick leave, falling immediately after the death of a member of the Employee's immediate family.

**8.5.2 Definition of Immediate Family:** The term "immediate family" shall mean parents, children, grandparents, brother, sister, spouse, in-laws, and those residing in the immediate household.

## **8.6 Jury Duty**

**8.6.1** As provided below, members of the bargaining unit called for jury duty shall receive their regular daily pay for days when he or she provides actual service as a juror.

**8.6.2** Any payments to Employees for jury duty by the County, State or Federal government shall be reimbursed to the Town, less any mileage paid to the Employee.

**8.6.3** An employee who reports for jury duty service on a scheduled workday and is released from said service prior to 1:00 p.m. is required to report to work by 1:00 p.m. and work to completion of his or her regular shift. Any time spent on jury service will be considered time worked for purposes of the Employer's contributions to health and welfare pension plans, vacation eligibility and payment, holidays and seniority.

## **ARTICLE 9 UNPAID LEAVE**

### **9.1 *Leave of Absence***

**9.1.1 General Terms:** Leave without pay shall be governed by applicable federal, state, and local law then in effect, including the Family and Medical Leave Act (FMLA) of 1993.

## ARTICLE 10 INSURANCE

### **10.1 Medical Insurance**

**10.1.1 Medical:** The Town will provide members of the bargaining unit with medical health insurance under its present or equivalent insurance plans with premiums paid as follows:

**10.1.2 Premium Payment (hired before July 1, 1993):** The Employer will pay one hundred percent of the monthly premium for individual or family medical insurance coverage, as the case may be, for each eligible full-time employee hired before July 1, 1993.

**10.1.3 Premium Payment (hired on or after July 1, 1993):** An employee hired on or after July 1, 1993 shall be required to contribute to the medical insurance. Employees choosing single coverage will contribute 5% towards the applicable premium. Employees eligible for and choosing family coverage will contribute 15% of the difference between the cost of individual and dependent coverage. Annual contributions may not increase by more than 10% of the 1995 contribution rate in any one year. The employee's premium contribution will be deducted from the employee's regular paycheck.

## **10.2 Workers' Compensation Insurance**

**10.2.1 Summary:** Employees are required to file an accident report where a claim of work related disability causing illness or injury exists. Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payments, shall be compensated in the following manner:

Any amount received as a Workmen's Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the Town so long as the employee receives full salary.

An employee may draw from the employee's sick leave, vacation leave or personal 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 employee shall reimburse the Employer for that portion of sick leave, vacation leave or personal leave covered by insurance.

Any lump sum award for an injury will not be returned to the Town.

An employee who is receiving Workers' Compensation payments for lost time will continue, for up to a maximum of one year, to receive medical insurance benefits and the Employer will continue to make its contributions provided the employee makes the required employee contribution. Beyond the maximum of one year, if the employee has exhausted all sick leave, vacation leave or personal leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

To the extent that this provision is inconsistent with the Family Leave Act or any other applicable statute, the appropriate statute shall prevail.

### **10.3 Short-Term Disability Insurance**

**10.3.1 Coverage:** The Employer will make available a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

The Employer may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

The Employer will pay the full premium for short-term disability insurance for each eligible employee.

An employee must submit a written report of the injury to the employee's Department Head, on the proper form, within twenty-four hours of the occurrence.

A full-time employee may draw from the employee's sick leave, vacation leave, and personal 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 employee shall reimburse the Employer for that portion of sick leave, vacation leave, and personal leave covered by insurance.

A full-time employee who is receiving short-term disability payments provided under this Article AND is drawing on accrued sick leave, vacation leave, and personal leave credits, will continue to receive medical insurance benefits and the Employer will continue to make its contributions provided the employee makes the required employee contribution. If the employee has exhausted all sick leave, vacation leave, and personal leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA. For those employees enrolled in the New York State Health Insurance Program (Empire Plan), the employee may continue to be eligible for medical insurance coverage by requesting a waiver of premium in accordance with plan documents. The State of New York Department of Civil Service Employee Benefits Division is responsible for determining eligibility for receiving the waiver of premiums.

To the extent that this provision is inconsistent with the Family Leave Act or any other applicable statute, the appropriate statute shall prevail.

## 11 RETIREMENT BENEFITS

### 11.1 *Medical Insurance for Retired Employees*

**11.1.1 Coverage:** The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

**11.1.2 Eligibility:** To be eligible for coverage, the retiree must be age fifty-five or older, must have at least ten years of continuous service with the Town, must have been actively employed by the Town on the date of retirement, and must have been enrolled under the Town's medical insurance plan for at least one year prior to the date of retirement. In addition, the retiree must have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

**11.1.3 Plan:** The Town Board may, at its discretion, change the medical insurance and/or prescription drug plan at any time, including, but not limited to, type of coverage, carrier, and retiree contributions. However, the plan and the premium payments must be under the same terms made available to current employees of the Town.

## ARTICLE 12 MISCELLANEOUS PROVISIONS

### 12.1 *Uniforms*

**12.1.1 General Terms:** The Employer shall purchase uniforms for employees as set forth below and pay each employee the sum of one hundred fifty dollars (\$150) during each year of this collective bargaining agreement for the cleaning and/or laundering of the uniform. The style of uniform which shall include the Town's insignia shall be selected by the Highway Superintendent. Every employee must wear the employee's full uniform including but not limited to safety boots and cannot alter the uniform (e.g. cut off part of the shorts or shirts to make cut-offs).

**12.1.2 Clothing:** The Employer will provide each employee with five long sleeve shirts, five pairs of trousers, two pairs of shorts and five tee-shirts. During the first year of this collective bargaining agreement, the Employer will provide each employee with one set of "Carharts" which will be replaced during the third year of this collective bargaining agreement.

**12.1.3 Work Boots:** The Employer shall pay the sum of up to one hundred twenty five dollars (\$125) during each year of this collective bargaining agreement to reimburse each employee for the purchase of a set of work boots for that year. The employee shall submit a voucher to the Town Clerk for reimbursement.

### 12.2 *Travel Expenses*

**12.2.1 Reimbursement:** In the event an employee is required by the Employer to make a trip, said employee shall be entitled to reimbursement to cover the employee's actual expenses, upon submission of vouchers or receipts by the employee verifying the employee's expenses.

### 12.3 *Return of Town Property*

**12.3.1 Separation from Employment:** Upon separation from employment, an employee shall return to the employee's immediate supervisor all Town property in the employee's possession or assigned to the employee in substantially the same condition as when received, reasonable wear and tear expected, except that with respect to articles of clothing, the employee is only required to return property in the employee's possession. Further, the employee shall be responsible for and reimburse the Employer for any property the employee willfully damages, destroys or loses.

## **12.4 Equipment and Safety**

**12.4.1 Equipment:** The Employer shall maintain its facilities and equipment in a safe condition. The Employer shall not require any employee to operate a vehicle on the streets or highways that is not in safe operating condition and equipped with the safety features prescribed by law, nor shall any employee operate such a vehicle. It will not be a violation of this collective bargaining agreement for an employee to refuse to operate such equipment if such equipment is deemed not to be in safe operating condition and/or not equipped with the necessary safety features.

Resolution of any issues involving this provision shall be in accordance with the grievance procedure set forth in this collective bargaining agreement.

An employee shall notify the Highway Superintendent or other supervisor immediately in the event the employee discovers or becomes aware of a dangerous condition or unsafe piece of equipment. If a non-serious defect exists, the employee shall report such a condition at the end of the employee's shift.

The Employer's mechanics shall review the defect report and make the necessary repairs or replacements on an "as-needed" basis.

**12.4.2 Reports:** An employee shall immediately, or at the end of the employee's shift, report all defects of equipment. The Employer shall not ask or require any employee to take out equipment that has been reported by any employee as being in an unsafe operating condition, unless such equipment has been inspected by the Employer's Mechanic and the defect repaired or declared not to exist by the Employer's Mechanic. When the Employer's Mechanic is not available, the Highway Superintendent may go from the department to an outside mechanic.

**12.4.3 Vehicle and Traffic Law Violations:** The Employer shall pay any fines levied against an employee as a result of defective equipment in a Town vehicle. Each driver shall be required to inspect the driver's assigned vehicle prior to its being operated in accordance with the procedure set forth in the New York State Department of Motor Vehicle Chauffeur's Manual.

## **ARTICLE 13 EXECUTION OF AGREEMENT**

### **13.1 Duration of Agreement**

**13.1.1:** This collective bargaining agreement shall be effective from June 1, 2004 through May 31, 2007, unless otherwise agreed to by the parties.

### **13.2 Savings Clause**

**13.2.1:** If any provision of this agreement should be adjudicated to be illegal, unlawful, or in violation of any federal, state or local law or rule, then the remainder of the Contract continues in full force and effect and only the part which is declared illegal shall be void.

### **13.3 Non-Discrimination Clause**

**13.3.1:** The parties agree not to discriminate against any individual concerning hiring, compensation or other terms and conditions of employment.

### **13.4 Legislative Implementation**

**13.4.1:** 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.

### **13.5 Execution of Agreement**

**IN WITNESS WHEREOF,** the parties have caused this collective bargaining agreement to be signed by their respective representatives on \_\_\_\_\_.

**Town of Chester**

**Local Union #445**

**International Brotherhood of Teamsters**

\_\_\_\_\_  
William J. Tully  
Town Supervisor

\_\_\_\_\_  
Anthony LaSpina  
Unit President

\_\_\_\_\_  
Stanley J. Jacoby  
Labor Relations Consultant

\_\_\_\_\_  
Charles LaFranca  
Business Agent



## APPENDIX B

### OUTSOURCING WATER DEPARTMENT WORK

The *Employer* shall be permitted to outsource (subcontract), in whole or in part, the bargaining unit work currently being performed by employees in the Water Department, provided that this may only be accomplished upon Ed Englehart and/or Tom Radner no longer being employed by the Town with the understanding that one or both of the positions will not be eliminated unless either or both become vacant.

The *Employer* may offer Ed Englehart and/or Tom Radner a severance package without making the package available to other bargaining unit employees. Neither Ed Englehart or Tom Radner shall be required to accept such a severance package.