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#### **Contract Database Metadata Elements**

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Pawling, Town Of And lbt 456  
(Pawling Highway Dept Unit)

5081    To  
14915    BC

**AGREEMENT**

between

**THE TOWN OF PAWLING**

and

**LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**January 1, 2000 - December 31, 2002**

**RECEIVED**

**NOV 10 2000**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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## MEMORANDUM OF AGREEMENT

**BY AND BETWEEN THE TOWN SUPERVISOR AND TOWN OF PAWLING**  
hereinafter referred to as "The Town" and **LOCAL 456, INTERNATIONAL BROTHERHOOD**  
**OF TEAMSTERS**, hereinafter referred to as "The Union";

**WHEREBY**, the Town and the Union agree to revive and incorporate the provisions of the Collectively Negotiated Agreement between them that expired on December 31, 1999 into a three (3) year successor Agreement, effective January 1, 2000 and terminating on December 31, 2002, except as modified by the following memorandum provisions:

1. Article III(A) - delete the clause:

“, except for the employee normally assigned to the transfer station on Saturdays, whose normal work week shall include Saturday.”

2. Article III(B) - shall be added to the contract to read:

“Work week, work day transfer station.

The employee assigned to the transfer station shall be assigned to a ten (10) hour work day, four (4) days a week schedule which shall include two paid fifteen minute coffee breaks daily. Premium time at the appropriate rate shall be paid for all time worked in excess of ten (10) hours per work day and/or forty (40) hours in a work week. The employee shall work from 6:00 a.m. to 4:00 p.m. on Thursday, Friday, Saturday and Monday. If any of those work days are a contractual paid holiday as enjoyed by other members of the bargaining unit and the employee is required by the Town to work, he/she will be entitled to premium time as defined in the Union/Town Collectively Negotiated Agreement.”

3. Article III(C) - change to read as follows:

“All employees, except the employee assigned to the transfer station, shall from the first Monday in June of each year (or earlier at the Town's option upon at least ten days prior notice to the shop steward)

## **PREAMBLE**

**THIS AGREEMENT**, effective the 1st day of January, 2000, by and between the **TOWN OF PAWLING**, (hereinafter referred to as the "Employer"), County of Dutchess, State of New York, and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, (hereinafter referred to as the "Union").160 South Central Avenue, Elmsford, County of Westchester, New York,

## **ARTICLE I RECOGNITION**

A. The Employer recognizes the Union as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the bargaining unit comprised of all blue-collar employees of the Highway Department of the Town of Pawling and excluding all other employees of the Town of Pawling for the maximum period allowed by law.

B. Part-time unit members, defined as those who work at least thirty (30) hours per week, shall not be entitled to personal leave, sick leave, or vacation entitlement as referenced elsewhere in this agreement. Part-time employees who work fewer than thirty (30) hours per week shall not be considered bargaining unit members and are not recognized for the purposes of this agreement.

## **ARTICLE II UNION RIGHTS**

A. DUES DEDUCTIONS:

The Employer agrees that upon presentation of dues deduction authorization cards signed by individual employees to whom this agreement is applicable, it will make deductions from the wages of such employees in the amount so designated on the authorization cards as membership dues deductions and will remit such deductions to the Union with ten (10) days after the last day

of the month for which such deductions were made. Said dues deductions cards shall remain in full force until revoked in writing by the employee.

B. CONTRACT ADMINISTRATION

The Highway Superintendent shall grant, subject to the needs of the Department, reasonable time off, as may be necessary, to the individual designated as Shop Steward for the investigation of grievances and administration of the contract.

**ARTICLE III  
WORKDAY AND WORKWEEK**

A. NORMAL WORK WEEK HIGHWAY DEPARTMENT

The normal workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday. During the eight (8) hour workday, the employees shall be entitled to two (2) coffee breaks of fifteen (15) minutes duration, one (1) before lunch and one (1) after lunch. Employees shall also be entitled to a one-half (1/2) hour unpaid lunch break.

B. WORKWEEK, WORK DAY TRANSFER STATION

The employee assigned to the Transfer Station shall be assigned to a ten (10) hour workday, four (4) days a week schedule which shall include two (2) paid fifteen (15) minute coffee breaks daily. Premium time at the appropriate rate shall be paid for all time worked in excess of ten (10) hours per work day and/or forty (40) hours in a work week. The employee shall work from 6:00 A.M. to 4:00 P.M. on Thursday, Friday, Saturday and Monday. If any of those work days are a contractual paid holiday as enjoyed by other employees of the bargaining unit and the employee is required by the Town to work, he/she will be entitled to premium time as defined in the Union/Town collective bargaining agreement.

C. SUMMER HOURS - HIGHWAY DEPARTMENT

All employees, except the employees assigned to the Transfer Station, shall start, no later than June 1<sup>st</sup> of each year to the first Monday after Labor Day each year, work at 6:00 A.M. to 4:30 P.M., Monday to Thursday. During this period, the employees coffee breaks shall be paid time. During this period, employees who work more than ten (10) hours in workday and/or forty (40) hours in a workweek shall be paid for all such time worked at the appropriate overtime rate.

The Town may, with ten (10) days notice to the employees, extend the period of summer hours to start prior to June 1 or continue after the first Monday after Labor Day.

**ARTICLE IV  
PREMIUM TIME**

A. Time and one-half (1-1/2) an employee's regular rate of pay shall be paid in the following situations:

1. After eight (8) hours per day.
2. After forty (40) hours per week.
3. Before starting time.
4. For work on a sixth or seventh day of a workweek.

B. Two (2) times an employee's regular rate of pay shall be paid for work on Sunday.

C. Employees who work on a holiday except for Thanksgiving Day and/or Christmas Day shall be paid in addition to regular pay for that day, time and one-half (1-1/2) the regular pay for that day.

D. Employees who work on Thanksgiving Day and/or Christmas Day shall be paid at two (2) times their normal rate of pay plus their regular pay for that day.

E. Overtime shall be assigned on the basis of availability and to the extent practicable on an equitable basis.

F. Employees called-in to work outside of their normal workday shall receive a minimum of two (2) hours call-in pay at the applicable premium time rate of pay.

**ARTICLE V  
WAGES**

A. The following hourly wage schedule shall be effective during the term of this Agreement effective on the dates indicated below.

**WAGE RATES**

<b>Classification</b>	<b>1/1/00</b>	<b>1/1/01</b>	<b>1/1/02</b>
Automotive Mechanics	\$16.85	\$17.38	\$17.91
H.M.E.O.	\$15.61	\$16.14	\$16.67
M.E.O.	\$15.30	\$15.83	\$16.36
LABORER	\$11.77	\$12.30	\$12.83
T.S.A.	\$11.77	\$12.30	\$12.83

B. Retroactive monies shall be paid by separate check with tax deductions set at the lowest possible I.R.S. rates.

C. It is expressly understood by and between the parties that employees in the classifications of H.M.E.O. and M.E.O. may be required to perform certain mechanics' functions with respect to the equipment which they operate.

D. Longevity - After fifteen (15) years of service, unit members shall receive a differential of \$300.00 per annum and after twenty (20) years of service, unit members shall receive a differential of \$400.00 per annum, non-cumulative.

E. The Employer shall provide \$130.00 per year to each unit member as an allowance for work clothes. Uniforms shall not be designated by the Employer, but each employee has the responsibility to dress for work in appropriate work clothes.



**ARTICLE VI  
PROMOTIONS**

Where a vacancy exists, members in the bargaining unit shall receive preference for appointment based upon ability and fitness to perform the job as determined by the Highway Superintendent with seniority considered as an important factor.

**ARTICLE VII  
LAY-OFF/RECALL**

A. Layoffs shall be based upon the inverse order of seniority in the bargaining unit and recall shall be based upon bargaining unit seniority. Recall rights shall exist for a period of one (1) year from the date of the layoff.

B. There shall be no bumping or recall rights with respect to unit members who have been laid-off and seek a position in a higher job classification.

**ARTICLE VIII  
CLASSIFICATION SENIORITY**

Seniority shall be measured from the time of hire to a full-time permanent position in the job classification in the bargaining unit. Unpaid leaves shall not count towards seniority credit. Seniority for prior service in a job classification in the bargaining unit shall be tacked on to creditable service.

**ARTICLE IX  
LEAVES OF ABSENCE**

A. SICK LEAVE

1. Employees will receive twelve (12) sick days leave per year accrued at the rate of one (1) day per month for personal illness.

2. Employees may accumulate up to one hundred sixty (160) days of unused sick time. Effective January 1, 2001, the maximum accumulation shall be

increased to one-hundred seventy (170) days. Effective January 1, 2002, the maximum accumulation of sick leave shall be increased to one hundred eighty (180) days. Upon retirement Employees may utilize accumulated sick leave pursuant to Section 41-j of the New York State Employees' Retirement System.

3. Upon presentation of a doctor's statement, employees will be entitled to five (5) days per year sick leave for illness in the family.

#### B. PERSONAL LEAVE

Employees will be entitled to five (5) days personal leave per year. Employee requesting such leave shall give two (2) days notice to the Department Head, except in case of extreme emergency.

#### C. BEREAVEMENT LEAVE

Employees shall be granted five (5) consecutive calendar days bereavement leave for each death of a spouse, child, mother or father and three (3) consecutive calendar days of bereavement leave for each death of a sibling, grandchild, grandparent or parent-in-law.

#### D. JURY DUTY

Unit members who are called for jury duty shall be entitled to full pay for such days, but shall pay-over to the Town their compensation for jury duty, minus any monies received for travel and meals. Unit members who are on-call for jury duty shall work their regular hours until called-in for service.

**ARTICLE X  
HOLIDAYS**

A. The Town of Pawling will observe twelve (12) holidays per calendar year included are:

- |                                  |                               |
|----------------------------------|-------------------------------|
| 1. New Year's Day                | 7. Labor Day                  |
| 2. Martin Luther King's Birthday | 8. Columbus Day               |
| 3. Presidents' Day               | 9. Veteran's Day              |
| 4. Good Friday                   | 10. Thanksgiving Day          |
| 5. Memorial Day                  | 11. Friday after Thanksgiving |
| 6. Independence Day              | 12. Christmas Day             |

B. At the same time, if a holiday falls on a Saturday or Sunday, the Town Board will designate which day it will be observed.

C. If a holiday falls while an employee is on vacation, the employee shall be entitled to extend his vacation, by one (1) day for each holiday.

**ARTICLE XI  
VACATION**

A.

Period of Time Worked	Amount of Vacation
1 year to 4 years	2 weeks
5 years to 9 years	3 weeks
10 years and over	4 weeks

Employees from the beginning of their first year of employment to the end of their fourth year of employment shall accrue vacation at the rate of five-sixth (5/6th) days of vacation per calendar month of employment. Employees from the beginning of their fifth (5th) year of end of their ninth (9th) year of employment shall accrue vacation at the rate of one and one-quarter (1-1/4) per calendar month of employment. Employees with ten (10) or more years of employment shall accrue vacation at the rate of one and two-third days (1-2/3) per calendar month of employment. No employee who have completed fewer than six (6) months employment shall b

eligible to draw upon their accrued vacation. No employee shall be eligible to take less than one (1) full day of accrued vacation at a time.

B. Unused vacation credit may accumulate from one (1) year to the next, to a maximum of four (4) weeks.

C. Upon termination of employment for any reason, the employee or his beneficiaries will receive the cash value of the accumulated time.

D. Upon request, employees may receive vacation pay in advance and vacations will be scheduled at the convenience of the employer after considering the employees' requests.. No vacations shall be scheduled during the winter months.

E. Vacations shall be selected in order of seniority in the bargaining unit and at the convenience of the Employer.

## **ARTICLE XII HOSPITAL AND MEDICAL INSURANCE**

Unit members will be enrolled in the New York State Health Insurance Plan at no charge to the employee. The employer shall be entitled, without a requirement for further negotiations to substitute a comparable health insurance plan to the State Plan in effect at the time of the change.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

A. GRIEVANCE DEFINITION:

A grievance is defined as a claimed violation, misinterpretation or misapplication of the provisions set forth in this Agreement.

B. Unit members are encouraged to attempt the informal resolution of grievances with their immediate supervisor. However, for a grievance to be timely for the purposes of formal

grievance resolution and arbitration, the same must be filed in writing at the appropriate step of the grievance procedure within thirty (30) calendar days of the act or occurrence giving rise thereto.

### C. GRIEVANCE STEPS

Step I: The first formal step of the grievance procedure requires the filing of the grievance in writing, setting forth the nature of the dispute and the specific provisions of the agreement which allegedly have been violated,, with the Superintendent of Highways. The Superintendent shall at his option, conduct a grievance hearing or answer the grievance based upon the written presentation as set forth in the grievance document. The Superintendent shall issue his answer in writing within fourteen (14) calendar days following submission of the written grievance to him.

Step II: The next step of the formal grievance procedure allows for the filing of the grievance with the Town Supervisor in the event that a satisfactory resolution has not been worked out at Step I. A Step II grievance must be filed within fourteen (14) calendar days following the receipt of the Step I answer. The Town Supervisor shall at his option conduct a grievance hearing or issue a decision based upon the materials set forth in the written grievance document. The Town Supervisor's answer must be rendered in writing within fourteen (14) calendar days following the submission of the grievance to his office.

Step III: The next step of the formal grievance procedure allows for the submission of the grievance to the Town Board in the event that a satisfactory resolution has not been worked out at Step II. A step III grievance must be filed within fourteen (14) calendar days following the receipt of the Step II answer. The Town Board may conduct a grievance hearing at its option or render its decision based upon the materials set forth in the written grievance

document. The Town Board's answer shall be rendered in writing within fourteen (14) calendar days of the submission of the grievance to the Board clerk.

Step IV: In the event that the grievance is not resolved at an earlier step of the formal grievance procedure, the Union shall have the discretion of promoting a grievance to arbitration so long as a demand to arbitrate is made in writing and presented to the Town Clerk within thirty (30) calendar days of receipt of the Town Board's Step III answers by the Union.

D. Arbitrator Rodney Dennis shall hear grievances at this Step of the procedure. The Arbitrator shall serve until a replacement is selected by mutual agreement of the parties. Replacement shall occur when either one of the parties determines that the Arbitrator should be dismissed from service. During the time of a vacancy the labor arbitration panel of the American Arbitration Association will be utilized and the parties will abide by the rules of said Association with respect to the processing of grievances.

E. The decision of the Arbitrator shall be final and binding on the parties, provided, however, that the Arbitrator shall be without power to alter, amend, delete or otherwise change any of the substantive provisions of this Agreement and that he shall not render an award which is contrary to or in violation of law.

F. In the event that a grievance is not promoted to arbitration within one hundred twenty (120) calendar days following the date of the initial written filing, the grievance shall be deemed waived by the unit member and the Union. In the event that a grievance answer is not rendered within the time period set forth above, the grievance shall be deemed denied and should be processed to the next Step within the appropriate time frame at the option of the grievant or the Union.

G. Where it would be futile to file a grievance at a lower level, a grievance may be filed directly at Step II or Step III depending upon the Stage at which the objectionable decision was made.

#### **ARTICLE XIV DISCIPLINE**

In lieu of Section 75 Civil Service Law rights or any other right to a pre-discipline hearing, all employees in the bargaining unit shall be entitled to an advisory arbitration at which the Arbitrator shall review whether or not the employer had cause to discipline and what the appropriate measure of discipline should be. The Arbitrator shall make findings of fact on the charges and a penalty recommendation to the Town Board.

Notwithstanding the above, and notwithstanding any other provision of law, statutory or common law, the Employer shall have the right to issue warnings and letters or reprimand which shall not be subject to review pursuant to this Article of the agreement or any provision of constitutional, statutory, regulatory or common law. An employee shall have the right to affix a written statement setting forth his/her version of the relevant facts underlying the letter of warning or letter of reprimand.

For the purpose of this provision, a disciplinary advisory arbitration shall be held before the Arbitrator referenced in Article XIV herein and will be convened when the Employer gives a notice of charges to the employee personally or by certified mail, return receipt requested and the employee demands an advisory arbitration within fifteen (15) calendar days of receipt of such charges. Such demand must be made in writing to the clerk of the Town Board. In the event that there is no demand made by the employee for advisory arbitration, the employer (the Town

Board) shall be empowered to unilaterally determine the facts and impose discipline. Such determinations shall be subject to review in accordance with law.

**ARTICLE XV  
RETIREMENT SYSTEM**

A. The Employer agrees to continue to participate under the New York Retirement System Plan - Section 75C.

B. Effective no later than December 31, 2000, the Employer shall adopt and make available Section 41-j of the New York State Employees Retirement System.

**ARTICLE XVI  
SAVINGS CLAUSE**

If any Article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any 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 any additions thereto shall remain in full force and effect.

**ARTICLE XVII  
LEGISLATIVE ACTION**

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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.



**ARTICLE XVIII  
NO STRIKE CLAUSE**

The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike or other concerted work action such as a slowdown, or to impose an obligation upon its members to conduct, assist or participate in such strike or other concerted work action.

**ARTICLE XIX  
DURATION**

This Agreement shall become effective on January 1, 2000 and shall continue in full force and effect until December 31, 2002.

**FOR THE TOWN OF PAWLING**

By: *James Tanner* Date: *4/10/00*  
James Tanner, Supervisor

**FOR LOCAL 456, INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS, WAREHOUSEMEN AND CHAUFFEURS  
OF AMERICA, AFL-CIO**

By: *Bernard E. Doyle* Date: \_\_\_\_\_  
Bernard E. Doyle, President