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**Contract Database Metadata Elements**

Title: **Bedford, Town of and Town of Bedford Blue Collar Unit, International Brotherhood of Teamsters (IBT) Local 456 (2003)**

Employer Name: **Bedford, Town of**

Union: **Town of Bedford Blue Collar Unit, International Brotherhood of Teamsters (IBT)**

Local: **456**

Effective Date: **01/01/03**

Expiration Date: **12/31/04**

PERB ID Number: **7284**

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need

BC \ 7254

1. Ratification of the Teamsters Local 456 – Blue Collar Unit contract

**Resolution #2005/446**

Ratification

On a motion by Mr. Renwick, seconded by Mrs. Bailey the following resolution was ADOPTED

Ayes: Bailey, Roberts, Renwick, Chryssos, Corcoran  
Nays: None  
Absent: None

WHEREAS, negotiations have been ongoing between the Bargaining Team for the Town Board of the Town of Bedford and the Bargaining Team for the Teamsters Local 456 (Blue Collar Unit) for a successor to the agreement between the parties which expire December 31, 2002; and

WHEREAS, those negotiations have resulted in a tentative agreement contained in a Memorandum of Agreement dated December 6, 2005; and

WHEREAS, the membership of the Union has ratified the terms of the Memorandum of Agreement; and

WHEREAS, the Town Board has reviewed the terms of the Memorandum of Agreement and finds that a settlement consistent with the terms contained therein is in the best interest of the Town,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves and ratifies the terms of the aforesaid Memorandum of Agreement and hereby authorizes the Town Supervisor to execute a collective bargaining agreement consistent with the terms thereof.

**RECEIVED**

JUN 19 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

12/6

**STIPULATION OF AGREEMENT** made and entered into this \_\_\_ day of November 2005, by and between the Town of Bedford and Local 456, I.B.T.

**WHEREAS**, the parties have engaged in negotiations in good faith in an effort to arrive at a successor agreement to a contract that expired on December 31, 1999 as amended by the January 1, 2000 to December 31, 2002 Memorandum of Agreement; and

**WHEREAS**, the parties have arrived at a tentative agreement;

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

(1) The provisions of this Stipulation are subject to ratification by the respective parties to the contract.

(2) The respective negotiating committees agree to recommend this Stipulation for ratification.

(3) A copy of this original document has been furnished to representatives of Local 456, I.B.T. and the Town of Bedford.

(4) All proposals not covered herein made by either party during the course of negotiations, shall be deemed dropped.

(5) The provisions of the prior Agreement and Memorandum of Agreement (copy of Memo sent via Fax 11/25/05; last signed agreement 1/1/97 to 12/31/99) shall be carried forward except as modified below.

(6) Unless otherwise noted, all dates involving the duration of the Agreement shall be conformed to the duration of the negotiated Agreement (January 1, 2003 to December 31, 2008).

(7) **ARTICLE IV, Section 1:**

Schedule "A" shall be amended to provide a 3.875% annual wage in all classifications effective January 1, 2003.

Effective January 1, 2004, Schedule "A" shall be amended to provide an additional annual wage increase of 3.875% for all classifications.

Effective January 1, 2005, Schedule "A" shall be amended to provide an additional annual wage increase of 3.5% for all classifications.

Effective January 1, 2006, Schedule "A" shall be amended to provide an additional annual wage increase of 3.5% for all classifications.

Effective January 1, 2007, Schedule "A" shall be amended to provide an additional annual wage increase of 3.75% for all classifications.

Effective January 1, 2008, Schedule "A" shall be amended to provide an additional annual wage increase of 3.75% for all classifications.

(8) **ARTICLE IV, Section 4:**

Shall be amended to provide that effective January 1, 2006 the hiring rate for newly hired Town employees shall be 85% of the annual wage set forth in Schedule "A" for their classification. Upon completion of one (1) year of service to the Town, their annual wage shall be 90% of the annual wage set forth in Schedule "A" for their classification.

Upon completion of two (2) years of service to the Town, the employee shall be entitled to 100% of the annual wage set forth in Schedule "A" for their classification.

(9) **ARTICLE V, Section 2: Workday.**

Delete: "... starting with the first Monday after Labor Day through the last Friday prior to May 15. During the balance of the year, the employee's workday shall be from 7:30 a.m. to 4:00 p.m. Monday through Friday."

(10) **ARTICLE VI, Section 1.E.:**

Add: "(Except employees working in the Recycling Department, who shall be entitled to double time their regular rate for working on Sunday or a paid holiday, even if part of their regular workweek)."

(11) **ARTICLE VI, Section 2.B.:**

Add: "(Except employees working in the Recycling Department, who shall be paid at time and one half their normal rate of pay for work performed on the seventh day of their work week, Monday.)"

(12) **ARTICLE IX, Section 1:**

Add **NEW:** "a. Effective January 1, 2006, employees shall be entitled to thirteen (13) days sick leave per year; the first years' total sick days for new hires shall be figured on a pro-rata basis until the end of the calendar year."

(C.O.R.E., plus enhancements). In the event that the Town elects to make the switch, Article XVII, Section 1, Section 2, Section 3 and Section 4 shall be amended as set forth below:

The Town will pay for, in full, the New York State Health Insurance Plan (C.O.R.E., plus enhancements)(N.Y.S.H.I.P.) for all employees, including employees absent due to illness. The Town, as in the past, will continue to make available to employees the Health Maintenance Organization (“HMO”) it has provided. The parties agree that the employer, upon conferring with the Union, may make modifications to the HMO plan (i.e., deductibles and co-pays) in order that the premium for the HMO option not exceed the premium for NYSHIP.

**Section 2:** Upon becoming eligible for retirement benefits from the New York State Retirement System, subject also to eligibility requirements of the health insurance program, which is the N.Y.S.H.I.P., employees hired before January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein. Employees hired on or after January 1, 1988 shall continue to receive after retirement, without contribution, the health

which is the N.Y.S.H.L.P., employees hired before January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein. Employees hired on or after January 1, 1988 shall continue to receive after retirement, without contribution, the health insurance plan described herein provided that they have completed fifteen (15) years of employment with the Town.

Section 3: The N.Y.S.H.L.P. (C.O.R.E., plus enhancement), as of the date of the switch by the Town shall be incorporated as Appendix "B" and made a part of this Agreement. It is agreed and understood by the parties that the benefits are the minimum due the employee and the employee's eligible dependents. Should any of the benefits enumerated in Appendix "C" be changed so as to result in members of the bargaining unit receiving less than the minimum benefit set forth therein, the Union may immediately demand to reopen negotiations on such reduction of benefit(s).

For the purpose of this provision, the decision of a physician, chiropractor, medical facility or pharmacy not to participate as a "participating provider" in the N.Y.S.H.L.P. (C.O.R.E., plus enhancements) may change from time to time. Therefore, provided that there remains in



that particular field a reasonable number of "participating providers" in the geographical area, this shall not be considered to be a reduction of benefit of the N.Y.S.H.L.P. (C.O.R.E., plus enhancement) Plan.

**Section 4:** Effective on or after January 1, 2006, an employee may opt to decline and waive health insurance coverage by the Town, only when the employee has other health insurance plan and makes application to the Town which shall prove that the employee has in effect health insurance coverage. The employee shall notify the Town, immediately in writing, in the event that his/her health insurance coverage has been terminated.

An employee who declines and waives health insurance coverage as provided herein shall receive fifty percent (50%) of the premium cost in effect, to be paid in equal installments in the first payroll at the end of each calendar quarter. The Town agrees to pro-rate all premiums to be paid, based upon the period the employee declines and waives health insurance coverage.

The affected employee(s), in the event they wish to resume individual or dependent health insurance coverage by the Town as set forth herein, shall make application to resume coverage by

the Town's carrier and shall comply with the requirements set forth by the Town's health insurance carrier.

FOR THE TOWN OF BEDFORD

FOR LOCAL 456, I.B.T.

W. A. B...

John P. Henry

December 7, 2005  
DATE

12/6/05  
DATE

\_\_\_\_\_

Michael...

\_\_\_\_\_  
DATE

12-6-05  
DATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** is entered into this 5<sup>th</sup> day of October, 2005, by and between the Town of Bedford (hereinafter "Employer") and the Police Benevolent Association of the Town of Bedford, Inc. (hereinafter "PBA"), referred to collectively as the parties.

**WHEREAS**, the Employer and the PBA are parties to a collective bargaining agreement which had an expiration date of December 31, 2004; and

**WHEREAS**, the parties have now reached an agreement as of this 5<sup>th</sup> day of October, 2005 on the terms and conditions for a successor collective bargaining agreement for the period of January 1, 2005 through December 31, 2008 and wish to memorialize their understanding, in writing, pending the signing of a new collective bargaining agreement; and

**WHEREAS**, upon execution of this Memorandum of Agreement by the negotiating committees of both the Employer and PBA, the parties agree to comply with the following:

1. All parties who sign this Memorandum of Agreement shall support and endorse it for ratification by their respective bodies. This Memorandum of Agreement is subject to ratification by the PBA and Employer as set forth herein.

2. All terms and conditions of the collective bargaining agreement, which had an expiration date of December 31, 2004, shall remain in full force and effect except as agreed to be modified herein.

3. The PBA shall hold a ratification vote no later than **October 17, 2005**.

4. Upon a majority vote of the members in attendance at the required ratification vote by the PBA of this Memorandum of Agreement, the Employer shall be notified of its successful passage or failure.

5. In the event that the majority of members in attendance at the PBA ratification vote to support this Memorandum of Agreement, the Employer shall then place this matter on the agenda for its next regularly scheduled Town Board meeting, to be held no later than **October 18, 2005**, at which a ratification vote of this Memorandum of Agreement shall be conducted.

*Original to PBA*

6. After ratification by the PBA and Employer, all new terms and conditions shall become effective immediately, except those that may have an implementation date(s) that occurs at a specific period within the contract period. All terms and conditions that have no specific implementation date shall become effective on the first (1<sup>st</sup>) day of the contract.

7. The PBA shall prepare a draft contract for signing between the parties no later than 45 calendar days after the successful ratification vote of the Employer.

8. The Employer agrees that any and all retroactive money due and owing, if any, shall be paid no later than 2 pay period(s) after the ratification vote of the Employer to all unit members who were employed during the expired contract period. The Employer shall provide a worksheet to any unit member receiving retroactive money setting forth how the calculation(s) was made and what it represents.

9. The parties agree that upon approval of the Town Board by resolution after ratification by the PBA, this Memorandum of Agreement shall have the full force and effect of the collective bargaining agreement between the parties and that in the event the terms contained herein are not complied with by Employer, the PBA retains the right to file a grievance and proceed directly to arbitration under that Article, or file with the New York State Public Employment Relations Board (PERB) to enforce this Agreement, and whose decision shall be final and binding on the parties.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein, upon ratification by the PBA and approval by the Town Board by resolution, the parties agree that a successor collective bargaining agreement to the one that had an expiration date of December 31, 2004 shall reflect the following terms as attached to this Memorandum of Agreement.

**FOR THE TOWN**

**FOR THE PBA**

Lee V. Roberts  
Lee Roberts, Supervisor

William Hayes  
William Hayes, President

October 5, 2005  
Date

10/5/05  
Date

1. **ARTICLE 4 – BASE WAGE AND LONGEVITY:** (pp. 2-3)

**Section 2** – Amend the schedule as follows:

<u>Classification</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Recruit *				
4 <sup>th</sup> Grade – 1 <sup>st</sup> Year	3.50%	3.50%	3.75%	3.75%
3 <sup>rd</sup> Grade – 2 <sup>nd</sup> Year	3.50%	3.50%	3.75%	3.75%
2 <sup>nd</sup> Grade – 3 <sup>rd</sup> Year	3.50%	3.50%	3.75%	3.75%
1 <sup>st</sup> Grade – 4 <sup>th</sup> Year	3.50%	3.50%	3.75%	3.75%
Detective(s) and/or Youth Officer(s) **				
Sergeant(s) ***				
Detective Sergeant(s) ****				
Lieutenant(s) *****				

- \* No change in existing contract language.
- \*\* No change in existing contract language.
- \*\*\* No change in existing contract language.
- \*\*\*\* No change in existing contract language.
- \*\*\*\*\* No change in existing contract language.

**Section 3** - Amend schedule as follows:

<u>Completed</u>	<u>(+25.00)</u>	<u>(+25.00)</u>	<u>(+25.00)</u>	<u>(+25.00)</u>
<u>Years of Service</u>	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
5 years	\$ 525.00/yr	\$ 550.00/yr	\$ 575.00/yr	\$ 600.00/yr
10 years	\$ 775.00/yr	\$ 800.00/yr	\$ 825.00/yr	\$ 850.00/yr
15 years	\$1,775.00/yr	\$1,800.00/yr	\$1,825.00/yr	\$1,850.00/yr
18 years	\$2,775.00/yr	\$2,800.00/yr	\$2,825.00/yr	\$2,850.00/yr

2. **ARTICLE 6 – WORK SCHEDULE AND TRAINING DAYS** (pp. 6-8)

**Section 2 – Training Days**

B. Amend to add the following paragraph to read as follows:

Effective January 1, 2006, all unit members, except the Lieutenant(s) and Detective Sergeant(s) shall have their hours of overtime worked credited as workdays as follows:

	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
First	21 hours	18 hours	13 hours

**NEW Section 5**

Effective November 7, 2005, all members of the Detective Bureau, including the Youth Officer Detective, but excluding the Detective Sergeant, shall provide coverage each week during times when no Detective is regularly scheduled to work. The week shall be defined as 4:00 p.m. Monday through 8:00 a.m. the following Monday. That member shall be provided with a Department vehicle, cell phone and/or pager while On-Call, at no cost to that member. The Detective who is On-Call shall be contacted. The On-Call Detective shall determine whether or not he/she is required to respond to the Police Department or crime scene, or will respond as directed by the Detective Sergeant, Lieutenant or tour of duty Sergeant. In the event the On-Call Detective responds, he/she shall be compensated from the time the call was received, and travel time, portal-to-portal, with a minimum of four (4) hours of overtime, and be covered during that travel time by General Municipal Law §207-c.

Each On-Call status shall be distributed equally to each member of the Detective Bureau including the Youth Officer Detective weekly, as defined above, excluding the Detective Sergeant. The On-Call schedule shall be assigned and posted for each calendar month, at least thirty (30) calendar days prior to effective schedule. The Detective(s) shall be entitled to "switch" or "swap" their On-Call status with each other, with the prior approval of the Chief of Police or designee. The patrol unit shall receive a copy of the On-Call Detective schedule.

In recognition for being placed On-Call, each Detective of the Detective Bureau shall receive the following additional compensation:

	<u>11/7/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Detective	\$300/wk	\$300/wk	\$325/wk	\$325/wk

3. **ARTICLE 7 – SICK LEAVE** (pp. 8-9)

**NEW Section 5 – Sick Leave Monitoring System**

Effective January 1, 2006, any employee who has more than ten (10) work days of undocumented sick leave absences within a calendar year, shall be placed into the sick monitoring system. Any undocumented absence for purposes of this section shall be one for which the employee has not provided a physician's note. An employee placed into the system shall remain under monitoring for a period of nine (9) months after placement. An employee in the monitoring system shall provide documentation for each sick leave absence. Documentation for the purpose of this section means a physician's note reflecting that he/she had an office visit within the period of the absence and is unable to work. Multiple, consecutive day absences for the same reason shall require only one physician's note. Each undocumented absence while in the monitoring system, if any, shall

extend the employee's placement for an additional three (3) months.

Employees who are in the monitoring system shall not be eligible to volunteer for overtime assignments for the period they are within the system, but shall be subject to ordered overtime pursuant to the other terms of this Agreement.

An employee who is in the monitoring program may be subject to discipline in accordance with applicable law.

4. **ARTICLE 12 - HEALTH INSURANCE:** (p. 12)

**Section 2** - Amend and add the following to read as follows:

Effective (*insert date of ratification vote of Memorandum of Agreement by Town here*), and in the event of the member's line of duty death while employed by the Town, the Town shall continue to provide, at no cost, health insurance to the deceased member's eligible dependent(s).

Effective January 1, 2006, the Town shall provide the New York State Health Insurance Plan (Empire Plan Plus Enhancements) to replace Section 1, as well as any Health Maintenance Organizations (HMO's) as authorized by the Town to those employees and/or eligible dependents who wish to participate and provide coverage as an alternative to the Empire Plan Plus Enhancements health insurance plan. In the event an HMO is elected by the employee, and the HMO's individual or dependent coverage exceeds the premium cost of the Empire Plan Plus Enhancements, the employee shall be responsible for the difference in the premium. The deduction shall be made through payroll.

5. **ARTICLE 14 - WELFARE FUND:** (p. 13)

**Section 1** – Amend to read as follows:

The Town agrees to contribute to a PBA Administered Welfare Fund for each active member, including the Chief of Police, to contribute towards the premium cost of life insurance and/or dental coverage, the following amounts:

(+25.00)	(+25.00)	(+25.00)	(+25.00)
<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$275.00	\$300.00	\$325.00	\$350.00

**Section 2 - Amend the amounts as follows:**

(+10.00)	(+10.00)	(+10.00)	(+10.00)
<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
\$150.00	\$160.00	\$170.00	\$180.00

6. **ARTICLE 17 – UNIFORM ISSUE, UNIFORM ALLOWANCE, AND CLOTHING ALLOWANCE:** (pp. 15-16)

**Section 2 - Amend to read as follows:**

- The Town shall provide a uniform and cleaning allowance as follows:

	(+25.00)	(+25.00)	(+25.00)	(+25.00)
	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Uniform	\$800.00	\$825.00	\$850.00	\$875.00

- No change in paragraph 3.

**Section 3 - Amend to read as follows:**

- The Town shall provide a uniform and cleaning allowance as follows:

	(+25.00)	(+25.00)	(+25.00)	(+25.00)
	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Uniform	\$900.00	\$925.00	\$950.00	\$975.00

7. **ARTICLE 18 – MISCELLANEOUS PROVISIONS:** (p. 16)

**Section 3 – Amend to read as follows:**

Any unit member who is certified and maintain such certification by the New York State Emergency Medical Services Council as set forth below, shall receive, in addition to the Base Wage in Article 4, Section 2, the following amounts:

	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>	<u>1/1/08</u>
Certified First Responder Defibrillator (CFR-D)	\$ 825.00 (+\$25.00)	\$ 850.00 (+\$25.00)	\$ 875.00 (+\$25.00)	\$ 900.00 (+\$25.00)
Emergency Medical Technician (EMT-D)	\$2,050.00 (+\$50.00)	\$2,100.00 (+\$50.00)	\$2,150.00 (+\$50.00)	\$2,200.00 (+\$50.00)

In the event a unit member fails to maintain such certification, the additional payment shall be stopped, effective the date the certification expires.



8. ARTICLE 19 – EDUCATIONAL ALLOWANCES: (p. 17)

**Section 1** – Amend to read as follows:

	(+25.00) <u>1/1/05</u>	(+25.00) <u>1/1/06</u>	(+25.00) <u>1/1/07</u>	(+25.00) <u>1/1/08</u>
Associates Degree	\$625.00	\$650.00	\$675.00	\$700.00

**Section 2** – Amend to read as follows:

Any unit member who obtains a Bachelor's or Master's Degree, regardless of the major area of study, shall be entitled to an annual payment, in addition to the BASE WAGE in Article 4, Section 2, the following amounts:

	(+\$25.00) <u>1/1/05</u>	(+\$25.00) <u>1/1/06</u>	(+\$25.00) <u>1/1/07</u>	(+\$25.00) <u>1/1/08</u>
Bachelor's Degree	\$1,025.00	\$1,050.00	\$1,075.00	\$1,100.00
Master's Degree	\$1,525.00	\$1,550.00	\$1,575.00	\$1,600.00

9. ARTICLE 25 – GENERAL MUNICIPAL LAW SECTION 207-c PROCEDURE  
(pp. 21-28)

**Section 11 – Hearing Procedures**

Amend list of Hearing Officers to reflect the following names:

- A. Joel Douglas
- B. Peter Prosper
- C. Dennis Campagna
- D. Howard Edelman

10. ARTICLE 28 – DURATION: (p. 29)

Insert “2005” and “2008” where “2002” and “2004” appears respectively.

The parties agree to meet, upon request of either party after the ratification of both parties of this Memorandum of Agreement, to discuss having an arbitrator preside at a disciplinary hearing as an option to the employee from the existing procedure as well as a new Medical Release, Application Form and notification to Comptroller regarding an injury or illness sustained in the line of duty.

RESOLUTION

367/2005

WHEREAS, negotiations have been ongoing between the Bargaining Team for the Town Board of the Town of Bedford and the Bargaining Team for the Police Benevolent Association of the Town of Bedford for a successor to the 2002-2004 Agreement between the parties; and

WHEREAS, those negotiations have resulted in a tentative agreement contained in a Memorandum of Agreement dated October 5, 2005; and

WHEREAS, the membership of the Union has ratified the terms of the Memorandum of Agreement; and

WHEREAS, the Town Board has reviewed the terms of the Memorandum of Agreement and finds that a settlement consistent with the terms contained therein is in the best interest of the Town;

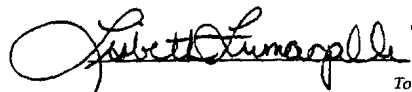
NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves and ratifies the terms of the aforesaid Memorandum of Agreement and hereby authorizes the Town Supervisor to execute a collective bargaining agreement consistent with the terms thereof

STATE OF NEW YORK }  
COUNTY OF WESTCHESTER } SS.  
TOWN OF BEDFORD }

*I hereby certify that I have compared the foregoing Resolution with the original on file in my office, and that the same is a correct transcript therefrom and the whole of the said original Resolution, which was duly adopted by the Town Board of the Town of Bedford, on October 18, 2005.*

*IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said Town of Bedford.*

Dated: October 19, 2005

  
Town Clerk,  
Town of Bedford