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MEC/9314

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF BEEKMAN

and

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2001 TO JUNE 30, 2004

RECEIVED

JUN 12 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

THIS AGREEMENT, effective July 1, 2001, by and between the **TOWN OF BEEKMAN**, County of Dutchess, State of New York, (hereinafter referred to as the "Town") and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**, 160 South Central Avenue, Elmsford, New York (hereinafter referred to as the "Union").

ARTICLE I

BARGAINING UNIT AND RECOGNITION

A. As the Union has heretofore been certified by P.E.R.B. on the 27th day July, 1983 as the exclusive bargaining representative for a bargaining unit of those employees with titles of Motor Equipment Operator, Heavy Motor Equipment Operator, Mechanic and Working Foreman and all other related blue collar positions in the Highway Department, this agreement shall apply to all employees in said bargaining unit. Excluded from said bargaining unit are all those employees in other titles or in titles defined hereafter. In addition, any employees serving in a temporary or substitute capacity are excluded from the bargaining unit.

B. The Town recognizes the Union as the sole and exclusive bargaining representative of the employees within the bargaining unit for the purposes of collective negotiations relating to wages, hours and working conditions and the processing of grievances arising hereunder.

C. The Town 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 amounts so designated on the authorization cards as membership dues deductions, and will remit such deductions to the Union within ten (10) days after the last day of the month for which such deductions were made. Said dues deductions cards shall remain in force until revoked in writing by the employee.

ARTICLE II

MANAGEMENT RIGHTS

A. The Town retains the sole right to manage its business and services, and direct and supervise the work force, including the right to direct and supervise the work of its employees; plan, direct and control operations; direct the amount and quality of work needed; schedule the hours of work and assignment of duties; to introduce, change, discontinue, or relocate, in whole or in part, practices, methods, operations and facilities; to maintain order and efficiency including but not limited to the sole right to hire, layoff, assign, transfer, promote, discipline, discharge, suspend; and to determine scheduling of personnel, subject only to such regulations governing the exercise of these rights as expressly provided for in this Agreement or provided by law.

B. The above rights of the Town are not all inclusive, but indicate the types of matters or rights which belong to or are inherent to the Town. Any or all rights, powers and authority the Town had prior to entering this Agreement are retained by it and shall remain within its sole discretion to modify, establish or eliminate, except as expressly and specifically abridged or modified by this Agreement.

ARTICLE III

AFFIRMATION NOT TO STRIKE

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

ARTICLE IV

UNION RIGHTS

A. A member of the bargaining unit designated as the Shop Steward shall be permitted reasonable time off for the investigation of grievances and shall be paid at his or her regular rate for time so spent. Such time will generally be for discussing grievances with Town representatives. However, before the Steward leaves his or her regular assigned duties he or she must inform and receive permission from the appropriate supervisor which shall not be unreasonably withheld.

B. When negotiations sessions are scheduled between the Union and the Town two (2) hours per session may be held on Town time. All other hours spent by members of the bargaining unit in negotiating a successor agreement shall be without pay.

ARTICLE V

WAGES

A. The following hourly wage schedule shall be effective during the term of this Agreement:

<u>CLASSIFICATION</u>	<u>7/1/01 - 6/30/02</u>	<u>7/1/02 - 6/30/03</u>	<u>7/1/03 - 6/30/04</u>
Working Foremen	\$18.39	\$19.12	\$19.88
Mechanic	\$18.00	\$18.73	\$19.48
H.M.E.O.	\$18.10	\$18.83	\$19.58
M.E.O.	\$17.25	\$17.94	\$18.66

B. Employees shall be paid bi-weekly and shall be paid by 12:00 noon on pay day.

C. Employees scheduled to work on a nonscheduled workday or called back to work before or after the regularly scheduled workday, except as set forth in "D" of this Article, shall receive

not less than two (2) hours pay at the appropriate overtime rate for each such call-out. It is understood and agreed that the two (2) hour minimum shall not apply to any hours worked contiguous to the regular work day. Employees who are called back to work before or after the regularly scheduled work day who punch in within one-half (1/2) hour of being called to report for work will be paid for one-half (1/2) hour in addition to the hours worked or the minimum call out period, whichever is greater. If an employee reports for work more than one-half (1/2) hour after he is called he shall be paid only for the hours actually worked or the minimum call out period, whichever is greater.

D. Employees who are called in to work on New Year's Day, Thanksgiving Day and/or Christmas Day (the actual date of the holiday) shall be paid for a minimum of three (3) hours at two (2) times normal rate or two (2) times normal rate for time worked, whichever is more.

E. Employees who are assigned to work in the duties of a higher pay classification for four (4) or more hours in a work day shall be paid at the higher pay classification for the period of such assignment retroactive to the start of such assignment. The Town shall not switch employees assigned to the higher pay classification

ARTICLE VI

WORKDAY/WORK WEEK

A. From the end of the last pay period in October each year to the start of the first pay period in April of each year, the workday shall consist of eight (8) consecutive hours. During the eight (8) hour day, employees shall be entitled to one (1) paid coffee break of fifteen (15) minutes, except in the case of an emergency. Employees shall be entitled to a thirty (30) minute lunch break exclusive of the eight (8) hour workday.

1. The work week shall consist of five (5) consecutive days, Monday through Friday.
2. The Town may institute the use of time clocks at its discretion.

B. Effective on the first work day in the second pay period in April each year to start of the last pay period in October of each year, employees shall work from 6:00 A.M. to 4:30 p.m., for four (4) consecutive days Monday through Thursday, which may be changed in an emergency or on reasonable prior notice to the employees; in writing, by the Superintendent of Highways. During the ten (10) hour day, employees shall be entitled to one (1) fifteen (15) minute paid coffee break and a thirty (30) minute lunch break exclusive of the ten (10) hour workday.

ARTICLE VII

PREMIUM TIME

A. Except for overtime worked on New Years Day, Thanksgiving Day and/or Christmas Day which shall be paid pursuant to Article V, D of this Agreement, time and one-half and employee's regular rate of pay shall be paid for all hours worked in excess of eight (8) hours per day on workdays, or on Saturdays, Sundays or other holidays during the period set forth in Article VII, A of this Agreement.

B. During the period set forth in Article VII, B, of this agreement when employees are working ten (10) hour work days, employees who work in excess of ten (10) hours in a day and/or forty (40) hours in a work week shall be entitled to time and one-half (1-1/2) their normal rate of pay for time worked.

C. Overtime shall be equitably distributed. No overtime shall be denied members of the bargaining unit based upon the performance of bargaining unit work by the Highway Superintendent.

D. For the purpose of eligibility for overtime, paid leave time shall be considered as time worked.

E. For the purpose of paragraph "B" of this Article, employees who refuse overtime shall be viewed as having accepted and worked such overtime.

ARTICLE VIII

HOLIDAYS

A. Members of the bargaining unit shall be entitled to thirteen (13) paid holidays as follows: New Year's Day, Presidents' Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

1) Martin Luther King Day shall be a floating holiday which may be used by the employee either on Martin Luther King Day or on a day within the contract year (July 1 to June 30), on a date requested by the employee.

B. The Town and the Union may agree, upon mutual consent, to change any of the above-referenced holidays.

C. In weeks in which any of the above-referenced holidays shall occur, the regular work week for full-time employees shall consist of four (4) eight (8) hour days of equal length plus pay for such holiday. Any full-time employee required to work on any of the above paid holidays will receive one and one-half (1-1/2) times his or her base hourly rate for all hours worked in addition to the regular holiday pay.

D. Holidays falling on a Saturday shall be celebrated on the preceding Friday. Holidays falling on a Sunday shall be celebrated on the following Monday. However, under no circumstances may an employee receive more than eight (8) hours of holiday pay for any one (1) holiday.

E. Veterans Day, provided the Union notifies the Town at least thirty (30) days prior to Veterans Day, shall be observed by bargaining unit members on the opening day of deer hunting season in New York State.

ARTICLE IX

VACATION

A. Employees shall be entitled to annual paid vacation according to the following scheduled:

<u>Length of Employment</u>		<u>Vacation Days</u>
Up to 1 year	-	5
After 1 year	-	10
After 3 years	-	15
After 8 years	-	17
After 10 years	-	20

B. Vacation pay will be eight (8) hours per day times the base hourly rate a full-time employee is receiving at the time of taking vacation.

C. Employees may elect to receive cash payment in lieu of time off for up to one-half (1/2) of their annual vacation entitlement to a maximum of ten (10) days. Payment shall be made in the last paycheck in December of the year of entitlement.

D. Employees may elect to accumulate one-half (1/2) of their annual entitlement of vacation to a maximum of ten (10) days accumulation at any given time. In the event of death or disability retirement of the Employee a maximum of ten (10) days accumulated vacation shall be converted to cash payment and shall be paid to the employee or the employee's estate, as the case may be.

ARTICLE X

LEAVE TIME

A. Paid Leave - Full time employees shall earn paid absence days at the rate of one-half (1/2) day per month of employment for their first two (2) years of employment. Full-time employees with more than two (2) years of service are entitled to twelve (12) days paid absence from work per calendar year (January -December) due to illness, personal reasons, etc. Employees are required to

give reasonable notice (as the circumstances permit) of the absence. Approval for such absence may not be unreasonably or arbitrarily withheld with due consideration accorded to the needs of the employee and the Town. Employees shall be paid for all days unused in the last paycheck of the fiscal year based upon the wage rate in effect during the year in which such leave days were accrued.

B. Personal Illness: When it is determined by the Highway Superintendent that an employee has developed a pattern of absenteeism because of personal illness, the Highway Superintendent may require that employee to submit a doctor's certificate upon the return to duty. Upon the request of such certification by the Highway Superintendent, the Town agrees that it will pay for any out-of-pocket incurred by the employee in connection with the obtaining of such certification. Such costs shall be limited to professional fees associated with obtaining the certification.

C. Bereavement Leave - A full-time employee shall be granted three (3) consecutive working days off with pay at the time of a death in his or her immediate family. The term "immediate family" means an employee's spouse, parents, children, grandchildren, grandparents, brothers, sisters, mother-in-law and father-in-law.

D. Military Leave - Full-time employees who are members of the National Guard or any reserve unit of the United States armed services shall receive the difference between their military pay and their base rate of pay up to a maximum of twenty-two (22) work days or thirty (30) calendar days, whichever is more, if they are required to be absent from work. A copy of their orders must be given to the Town Supervisor before leaving and a copy of their pay sheet must be submitted to the Town Supervisor after returning to work.

E. Jury Duty Leave - A full-time employee required to serve as juror will receive the difference between the jury pay and the base rate of pay for up to eight (80) hours per calendar year. Travel allowance will not be considered jury pay and will be retained by the employee. When

dismissed from jury duty the employee must return to work within two (2) hours each day unless the employee's normal shift has ended. This will not apply when an employee has been called to act as a juror in Federal court held in New York City.

ARTICLE XI

DISABILITY INCOME SUPPLEMENT

Absence due to personal illness or non-job related injury in excess of five (5) consecutive work days (paid or unpaid) shall be compensated at a rate of two-thirds (2/3) of an employee's regular base rate for a maximum of twenty-six weeks for any single illness causing such absence. Employees must provide proof of illness or injury as may be required by the Town. Absence due to job related injury or illness is not subject to this provision.

ARTICLE XII

INSURANCE/RETIREMENT

A. The Town shall offer employees their choice of health plan benefits from either the State Plan (C.O.R.E., Plus enhancements and Prescriptions Plan) or the M.V.P. Health Plan, including the \$5.00 - \$20.00 Prescription Plan. Selection of the health plan which the employee chooses shall be made by the employee on the date of hire. Current employees shall make their selection within thirty (30) days of ratification of this Agreement.

B. In the event that the employee elects to participate in the M.V.P. Health Plan, the Town shall provide at no cost to the employee, the M.V.P. 15 + Plan the \$5.00 - \$20.00 Prescription Plan on the employee and the employee's eligible dependents.

C. In the event that the employee elects to participate in the State Health Insurance Plan (C.O.R.E. Plus Enhancements, Plus Prescription Plan) , the employee must contribute, by payroll deduction, of the difference in premium cost between the M.V.P. Health Plan and the

State Health Insurance Plan to a maximum contribution of one thousand (\$1,000.00) dollars per year on the employee and the employee's eligible dependents, whichever is applicable.

D. A member of the bargaining unit shall be entitled to health insurance coverage upon retirement provided he or she has been in the service of the Town for twenty (20) years or more.

E. The Town shall continue to provide health insurance coverage to dependents of a deceased employee who was enrolled in the Town health insurance program at the time death occurred. Coverage shall be provided on the same basis as it is provided for full-time members of the bargaining unit if the employee was full time at the time of his death. The dependents of the deceased employee must notify the Town of their intention to continue such coverage within ninety (90) days of the death of such employee. For purposes of this provision a dependent shall be the widow or widower, natural or adopted child nineteen (19) years of age or under, or any natural or adopted child attending a certified institution of higher learning who has not obtained the age of twenty-two (22).

F. The Town shall maintain the present retirement plan (70a) with the Town to continue to be responsible for all contributions other than the employee contributions for Tier III and Tier IV members and any other employee contributions established by the legislature.

ARTICLE XIII

UNIFORM ALLOWANCE

A. The Town shall provide clean and repair uniforms to all full-time employees. Uniforms shall include eleven (11) pair of pants, eleven (11) long or short sleeve shirts (members option), coveralls, winter jacket and fall jacket. Orange "T" shirts shall also be provided as has been the practice.

B. The Town shall reimburse Employees up to seventy-five (\$75.00) Dollars per contract year towards the cost of O.S.H.A. approved work shoes or boots.

C. The Town reserves the right to prohibit Employees from wearing "sneakers" to work. Employees who report to work wearing sneakers may be ordered to leave and return wearing proper shoes or boots. The Employee may be docked for the amount of time required to return to work wearing proper shoes or boots.

ARTICLE XIV

SAFETY

A safety committee, with equal representation by the Town and the Union, will be established to review any circumstances of working conditions, equipment, etc. brought to the committee's attention and shall make recommendations to the Town for appropriate action.

ARTICLE XV

SENIORITY/TENURE

A. Upon the elimination of positions, demotions or layoffs will be undertaken based upon seniority in title.

B. All new employees shall be subject to a twenty-six (26) week probationary period during which he or she may be terminated without reason. Where an employee has served beyond such probationary period all matters of discipline except discharge may be subject to the grievance procedure in the event that the Union claims that such disciplinary action other than discharge was not based upon proper cause.

C. All members of the bargaining unit who have served beyond the probationary period set forth above shall be entitled to rights consistent with those provided under Section 75 of the New York State Civil Service Law. Where the Town proposes to dismiss a non-probationary employee, such

employee shall be entitled to the due process rights set forth in Section 75 including a hearing before the Town Board or its designee. No such hearing shall be necessary in the case of an employee who has failed to report to work without notice for more than ten (10) consecutive work days since such an employee shall be deemed to have abandoned his/her position and resigned.

ARTICLE XVI

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a claimed violation or misinterpretation of any of the provisions of this contract.

2. A "grievant" shall mean the Union filing a grievance with the approval of the alleged aggrieved party.

3. The word "days" in this article shall refer to calendar days.

B. Procedure

1. Any employee in the unit may present a grievance to his/her immediate supervisor. All grievances must be initiated within thirty (30) working days after the grievant knew or should have known of the act or condition which is the basis of the complaint or it shall be deemed waived. A grievant has a right to a Union representative or legal counsel. The grievant shall present a statement of the act underlying the grievance, the contract section violated and the remedy or recourse sought.

2. Level One: Immediate Supervisor
 - a. The immediate supervisor shall hold a hearing on the grievance within ten (10) days of the receipt of the grievance.

- b. Within five (5) days after the hearing, the immediate supervisor shall issue a written decision which shall be forwarded to all parties in interest and the Union.
3. Level Two: Town Board
- a. If the grievance is not resolved at Level One, the grievant may appeal within ten (10) days after receiving the determination made at Level One. The appeal must be in writing and directed to the Town Clerk requesting a hearing before the Town board.
 - b. The Town Board or a committee thereof shall hold a hearing within twenty (20) days after receipt of the appeal.
 - c. The decision of the Town Board shall be in writing and shall be issued within ten (10) days after the hearing.
4. Level Three: Binding Arbitration
- a. If the grievant is not satisfied with the decision at the conclusion of Level Two, it may appeal the determination within five (5) days after receiving the decision at Level Two. The Appeal must be in writing, requesting arbitration with the American Arbitration Association or P.E.R.B. in accordance with the appropriate rules.
 - b. The authority of the Arbitrator shall be limited to the interpretation of the intention of the parties to this Agreement with regard to the specific clause, or clauses, in the agreement which are at issue.
 - c. The decision of the Arbitrator shall be in writing and shall set forth the Arbitrator's opinion and conclusions on issues submitted. The Arbitrator shall limit his or her decision strictly to the application and interpretation of the provisions of this Agreement and he/she shall be without power or authority to substitute his judgment or to make any decisions:

- i) contrary to, or inconsistent with, or modifying or varying in any way, the terms of the agreement or any applicable law or rules and regulations having the force and effect of law;
 - ii) limiting or interfering in any way with the powers, duties and responsibilities of the Town under applicable law, rules and regulations having the force and effect of law, except as modified by this Agreement.
- d. The decision of the Arbitrator, if made in accordance within his/her jurisdiction and authority, will be accepted as final by the parties to the dispute.
- e. The Arbitrator's fee, minutes (if any) and all other miscellaneous items of cost of the arbitration proceedings will be shared equally by the parties to the dispute. Each party will be responsible for the fee of its representatives at the arbitration.

ARTICLE XVII

SUBSTANCE ABUSE POLICY AND PROCEDURE

A. The parties agree to negotiate a substance abuse policy and procedure pursuant to the regulations of the United States Department of Transportation and regulations concerning the Federal Drug Free Workplace Act.

ARTICLE XVIII

MISCELLANEOUS

A. 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.

B. If any provision of this Agreement becomes invalid or unenforceable by virtue of any legislative or court decision, it shall not affect the remaining provisions of this Agreement and they shall remain in full force and effect as though the invalid or unenforceable provision had not originally been included.

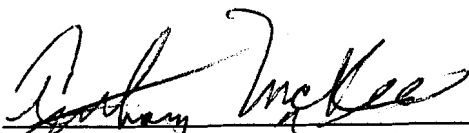
ARTICLE XIX

TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2001 and shall continue thereafter until June 30, 2004.

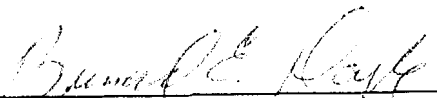
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date and year first set forth above.

TOWN OF BEEKMAN

By: 
Anthony McKee, Town Supervisor

Date: 9/24/01 (marked-up copy)

LOCAL 456, I.B.T.

By: 
Bernard E. Doyle, President

Date: 10/4/01