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**Contract Database Metadata Elements**

Title: **Forestburgh, Town of and Town of Forestburgh Highway Department, Service Employees International Union (SEIU), AFL-CIO, Local 32BJ (2004)**

Employer Name: **Forestburgh, Town of**

Union: **Town of Forestburgh Highway Department, Service Employees International Union (SEIU), AFL-CIO**

Local: **32BJ**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

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7352

AGREEMENT made as of the 1<sup>st</sup> day of December, 2004 by and between the Town of Forestburgh, Highway Department, Sullivan County, New York, hereinafter referred to as "Employer", and SEIU, Local 32BJ, AFL-CIO, with offices at 140 Huguenot Street, New Rochelle, N.Y. 10801, hereinafter referred to as "Union".

12/1/04 - 12/31/06

**ARTICLE I**

**APPLICABLE LAW**

This contract shall be construed in accordance with the provisions of the Public Employees Fair Employment Practice Law (as applicable on the date of this contract), the provisions of the Civil Service Law, the provisions contained in the applicable local laws of the County of Sullivan, as same may be applicable on the date of this contract, the provisions contained in the General Municipal Law, as same may be applicable on the date of this contract, and generally in accordance with the laws of the State of New York pertaining thereto.

**ARTICLE II**

**UNION RECOGNITION**

**Section 1.**

Employer recognized Union as the sole and exclusive representative of all provisional and permanent employees of Employer's Highway Department employed as full-time truck drivers, equipment operators and handlers and general laborers, excluding the Highway Superintendent and all other employees

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JUN 27 2005

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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for the purpose of collective bargaining and giving of grievances for the period commencing January 1, 2004 and ending December 31, 2006.

It shall be a condition of employment that all employees covered by this agreement, either currently employed shall become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members. Employees hired on or after its effective date shall, on the thirty-first day following the beginning of such employment or the date of execution of this Agreement, whichever is later, become and remain members in good standing of the Union or tender to the Union the initiation fees and periodic dues that are the obligations of members.

In the event the Union security provision of this Agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union Security clause provided for herein.

## **NO STRIKE**

### **Section 2.**

Union hereby affirms that it shall not engage in a strike or cause, instigate, engage or condone a strike, nor will it engage in any activity contrary

to the provisions contained in the aforesaid Public Employee's Fair Employment Act or any other applicable law.

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**CHECK-OFF**

**Section 3.**

Union shall have the exclusive right to all dues deducted from its members' payroll during the term of this contract.

**Section 4.**

Employer shall deduct from the wages of the employees, regular membership dues, and other authorized deductions for those employees who sign authorizations permitting such deductions.

**Section 5.**

Deductions shall be made bi-weekly. Funds thus collected shall be transmitted to the Employer Contributions, Local 32BJ, SEIU, 140 Huguenot Street, New Rochelle, N.Y. 10801

**Section 6.**

Deductions authorized by any employee shall continue as so authorized unless and until any such employee notifies Employer in writing of his desire to discontinue or to change such authorization. Notification of discontinuance of deductions shall be signed by the employee and submitted to the Employer in duplicate, one of which shall be forwarded by Employer to the Employer Contributions Department of Union and the other of which shall be retained by Employer.

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**ARTICLE III**

**WAGE SCHEDULE**

**Section 1.**

The salary shall be as set forth in Article III, Section 2 herein and shall be effective on the dates set forth in said Article III, Section 2.

**WAGE INCREASE**

**Section 2.**

(1) For the year commencing January 1, 2004 through December 31, 2004 the hourly wage of all employees shall be increased from \$15.64 per hour to \$ 16.11 per hour except for the working **supervisor**, whose hourly wage shall be increased from \$16.39 per hour to \$16.88 per hour. For the year commencing January 1, 2005 through December 31, 2005 the hourly wage of all employees shall be increased from \$16.11 per hour to \$16.75 per hour except for the working **supervisor**, whose hourly wage shall be increased from \$16.88 per hour to \$17.56 per hour. For the year commencing January 1, 2006 through December 31, 2006 the hourly wage of all employees shall be increased from \$16.75 to \$17.25 per hour except for the working **supervisor**, whose hourly wage shall be increased from \$17.56 per hour to per hour to \$18.09 per hour.

(2) Any new employees hired during the term of this contract shall be considered provisional employee for a period of six (6) months, and Employer shall have the right to suspend, demote or discharge a provisional employee without cause and without having to state reasons therefore. Provisional employees shall earn 10% an hour less than regular employees during the provisional period.

**ARTICLE IV**

**WORK DAY WORK WEEK**

**Section 1.**

A. From the Thursday before Labor Day through the Wednesday after Memorial Day, the work schedule for all permanent employees of the Employer, except as hereinafter excluded shall be a 5-day, 40 hour week, excluding time for lunch, Monday through Friday, From 7:00 a.m. to 3:30 p.m. with one-half hour for lunch as close to the middle of the day as shall be practical. From the Thursday after Memorial Day through the Wednesday before Labor Day, the work schedule for all permanent employees shall be a 4-day, 40-hour week, Monday through Thursday, from 6:00 a.m. to 4:30 p.m. with a half-hour for lunch.

**OVERTIME**

B. (1) All work performed by the employees before or after the above scheduled hours, or on a Saturday, or on Fridays between and including the Friday after Memorial Day through the Friday before Labor Day, shall be paid at the rate of one and one-half times the regular rate of pay.

(2) Employees working overtime after their regular scheduled shift shall be given one-half hour with pay, for meals, every 4 hours. Meal money or meal tickets shall be granted after four consecutive hours of overtime work, not to exceed \$7.75.

(3) In instances here it is necessary for the employees to work overtime commencing immediately at the conclusion of the regular scheduled work day, the employees shall be provided a 15-minute break between the conclusion of the regular scheduled work day and the commencement of the overtime work period, or as soon thereafter as is practical.

C. (1) An employee who is required to work on a Holiday or on a Sunday or during vacation shall be paid at the rate of double the regular rate of pay.

(2) Employees shall be called in while on vacation only in case of emergency.

D. Overtime shall be rotated on an equitable basis so that each employee will be given fair and equal opportunity to earn overtime pay provided they are qualified to perform the work required by Employer.

E. Employees shall have the option of receiving compensatory time off in lieu of overtime compensation, subject to the following conditions:

1. No more than three workweeks shall be taken off by any employee as compensatory time during each calendar year.

2. Compensatory time shall be permitted to accumulate only to a maximum of three (3) workweeks per employee.

3. An employee requesting personal leave time or compensatory time off shall make the request, in writing to the Highway Superintendent, at least 48 hours prior to the proposed days off. The Highway Superintendent shall give due consideration to each request, considering staffing and work schedule. Permission to take personal leave shall not be unreasonably withheld. Any employee disagreeing with the decision of the Highway Superintendent shall have the right to file a grievance with the Union, which shall be addressed in an expedited manner. Any employee disregarding the decision of the Highway Superintendent may be subject to discipline. The Shop Steward's Union business entitlement is not subject to this provision.

4. In the event an employee is called to work during time taken off as compensatory time, he shall be paid for such work at the regular workday hourly wage.

F. In any emergency situation, the Superintendent of Highways may operate any equipment provided all regular employees qualified to operate such Equipment have first been called and given the opportunity to work.

## **ARTICLE V**

### **SENIORITY**

#### **Section 1.**

Seniority shall be based on the date of commencement of employment. Seniority shall apply to promotions and layoffs. Promotions shall be awarded to one of the top three employees on the seniority list.

**Section 2.**

Seniority shall prevail to assignment of new equipment, provided the employee possesses the required knowledge, skills and abilities with acceptable training and experience. If new equipment is to replace equipment, the new equipment shall be assigned to the employee whose equipment is being replaced.

**ARTICLE VI**  
**LONGEVITY PAY**

Effective December, 2006, longevity pay will be paid to employees in 2006 and each year forward as follows:

On or before December 15, longevity pay will be paid to employees based on the following years of service scale:

- |                        |                   |
|------------------------|-------------------|
| 1. 8 years to 20 years | \$400.00 per year |
| 2. over 20 years       | \$500.00 per year |

**ARTICLE VII**  
**GOOD AND WELFARE**

(a) Employer shall provide first aid kits and fire extinguishers in all Town vehicles and in the Town Barn.

(b) Employer shall maintain the trucks in safe condition, subject to state inspection once a year. All other equipment shall be maintained in safe operational condition at all times.

- (c) Employer shall not require employees to supply any tools.
- (d) All employees shall be afforded an opportunity for training and qualification to operate the equipment, to have and enjoy the opportunity for advancement.
- (e) Employees working three days or more at a site distant from the barn will be supplied with a portable toilet.
- (f) Rain gear shall be supplied to all employees. Should the rain gear be damaged during normal proper usage on the job, it shall be replaced at the expense of Employer. Should rain gear be otherwise damaged or lost it shall be replaced at the expense of the employee who lost or damaged it.
- (g) Employees shall be provided with locker facilities at the barn for changing clothes and storing personal items.
- (h) Disability insurance will be maintained; premium not to exceed \$400.00 for the entire department, plus or minus ten per cent (10%).
- (i) Clothing Allowance: There will be a clothing allowance for full time employees payable each year in the month of November at the following annual rate:
- 2004 through 2006 - \$100.00**

**JURY DUTY**

When a town employee is required for jury duty, it shall be granted, provided he serves, as a leave of absence. The employee shall pay over to the Town the amount received as his jury fee and the Town shall pay the employee his regular rate of pay while on jury duty.

**ARTICLE VIII**  
**BEREAVEMENT**

Employees shall receive a leave of absence with pay for a period of three (3) days, due to death in the immediate family, namely: spouse, child, mother, father, brother or sister.

**ARTICLE IX**  
**MILEAGE**

Employees who use their own vehicles for the express purpose of conducting Town business for work related duties shall be reimbursed at the rate of \$0.35 per mile or a full tank of gas provided the employee is authorized by his department head.

**ARTICLE X**  
**HOLIDAY SCHEDULE**

- (a) The following holidays shall be allowed as days off with pay:



1. New Years Day
2. Martin Luther King, Jr. 's Birthday
3. Abraham Lincoln's Birthday
4. George Washington's Birthday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day

(b) Whenever any of the holidays mentioned in paragraph (a) fall on Sunday, the following Monday is hereby designated as such holiday, and whenever any of the holidays mentioned in paragraph (a) fall on a Saturday, the preceding Friday is hereby designated as such holiday.

(c) Should the President of the United States or the Governor of the State declare any day other than above as a day of mourning, said day shall be honored by the Town and applicable to employees.

(d) There shall be a minimum work period of four (4) hours when employees are called to work on Sunday and/or holidays -- but the employees must work four (4) hours. In the event the specific work for which an employee was called to work on a Sunday or holiday is completed in less than four (4)

hours, such employee may, at this option, go home without being paid for the balance of the four (4) hour period not worked.

### **VACATION**

The employees may receive vacation with pay in advance as follows: Employees employed one (1) year shall receive one (1) week. Employees employed two (2) years shall receive two (2) weeks. Employees employed four (4) years shall receive three (3) weeks. Employees employed ten (10) years shall receive (4) weeks. Employees employed twenty-two (20) years shall receive five (5) weeks. One (1) week shall be the equivalent to forty (40) hours.

Vacations shall be taken during the period of April 1<sup>st</sup> to October 30<sup>th</sup>, or during the Sullivan County Deer Hunting Season. Vacation time may not be taken by more than two (2) employees during the Sullivan County Deer Hunting Season. At any other time, not more than three (3) employees shall be on vacation at the same time. The selection of vacation time shall be on the basis of seniority.

Employees, when available and called to emergency service by Employer during their vacation time, shall have the option of being paid double time for said period, or receiving equivalent time off. The time can be accrued and applied during the vacation period in the following year or paid immediately at the option of the employee. This is not to be construed as triple time.

**ARTICLE XI**  
**SICK LEAVE**

A. All employees hired on or after January 1, 1999 shall be allowed sick leave as follows: During the first year of employment, 4 days of sick leave; during the second year of employment, 6 days of sick leave; and during the third year of employment, 8 days of sick leave. During the fourth year of employment for employees hired on or after January 1, 1999, and for all employees hired prior to such date, the employees shall be allowed thirteen (13) days of sick leave within each calendar year. Unused sick leave shall be cumulative up to 130 days, to be used only for sickness. Employees shall be paid upon retirement for up to but not more than (10) days of any unused sick leave accumulated prior to the year of retirement.

In the event an employee voluntarily terminates employment and provided that such employee has been employed by employer not less than (10) years such employee shall be paid for up to but not more than (5) days of any unused sick leave accumulated prior to the year the employee terminates his/her employment.

Three days consecutive sick leave shall require a doctor's certificate upon request of Employer. An employee taking a sick leave day shall make every effort to inform the Superintendent of Highways prior to starting time of the workday.

B. Twenty-four (24) hours of personal leave time shall be available to each employee. Such personal leave shall not be cumulative nor chargeable to sick leave. The Shop Steward shall be entitled to eight (8) additional hours of leave for Union business.

**ARTICLE XII**  
**INSURANCE PLAN**

Employer shall continue the medical insurance coverage in effect on December 31, 2000, or may change to equivalent coverage. Except as otherwise provided herein, all employees shall receive individual coverage, or where applicable, family coverage, at Employer's sole cost and expense, subject to the limitations hereinafter set forth. The obligation of the Employer to provide either individual or family coverage as aforesaid shall be limited such that Employer shall not be obligated to incur costs for the provision of such coverage for any employee exceeding the medical insurance cap.

**Medical Insurance Cap**

	<u>2004</u>	<u>2005</u>	<u>2006</u>
<b><u>Individual</u></b>	440	500	550
<b>Family</b>	925	1075	1150

Town of Forestburgh will pay full existing medical benefits up to the above figures. All employees hired after January 1, 1999, will contribute to the cost of medical insurance as outlined in Article XII.

First year of employment	40% of Monthly Premium
Second year of employment	25% of Monthly Premium
Third year of employment	10% of Monthly Premium

Upon commencement of the fourth year of employment of any employee hired on or after January 1, 1999, Employer shall pay the full premium for such employee's individual or, where applicable, family coverage, subject to the

same cost limits set forth in cap schedule as applies to employees hired before January 1, 1999.

**ARTICLE XIII**  
**PENSION AND RETIREMENT PLAN**

The employer shall continue the plan in effect on January 1, 2001 or its equivalent. Retirees shall be provided individual or, where applicable, family medical insurance coverage at no cost to such retirees, subject to the same limitations to the cost that shall be incurred by Employer as provided in Article XI above. Employees must be employed by the Town of Forestburgh not less than 20 years and eligible to draw payments from the retirement plan in order to be eligible for paid medical benefits upon retirement.

Subject to all applicable provisions of law, Employer shall continue to maintain the deferred compensation plan for the benefit of all eligible employees pursuant to Section 456 of the Internal Revenue Code as existed on December 31, 1998, provided that all contributions to any such deferred compensation plan shall be made by employees only and Employer shall have no obligation to make contributions thereto. Union acknowledges and agrees that the selection of the deferred compensation plan or any replacement thereof shall be at the sole discretion of Employer and that any deferred compensation plan in which Employer determines to participate shall be open to other eligible employees and elected officials of the Town of Forestburgh in addition to employees who are members of Union.

**ARTICLE XIV**

(a) Any dispute, difference, controversy or grievance arising under this Agreement and specifically limited to this agreement between the parties or between Employer and Union or any of its members shall first be submitted in writing by the party claiming to be aggrieved to the other and the same shall be disposed of upon forty-eight (48) hours notice within five (5) days by meeting between representatives of the parties. The decision mutually reached shall be binding on both parties and their respective members.

(b) In the event such dispute, difference, controversy or grievance cannot be adjusted as above provided, it is agreed that the matter or such part thereof as shall remain unresolved, shall be referred thereafter for arbitration before the New York State Board of Mediation. Any arbitrators' fees shall be shared equally between the parties. The decision and/or award of said Arbitrators shall be final and binding and shall be enforceable under the laws of the State of New York.

**ARTICLE XV**

**RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER**

**Section 1.**

Nothing in this Agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of the Town of Forestburgh, or in any way to reduce or abridge such authority.

**Section 2.**

The rights and responsibilities of Employer include, but are not necessarily limited to the following:

- (a) To determine the standards of services to be offered by the Town of Forestburgh, not inconsistent with applicable law.
- (b) To direct employees in their respective positions.
- (c) To hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge or to take disciplinary action against employees.
- (d) To relieve employees from duties for legitimate reasons.
- (e) To maintain the efficiency of government operation entrusted to them.
- (f) To determine the methods, means and personnel by which such operations are to be conducted, and to take whatever action may be necessary to carry out the missions of the department, office or agency concerned in a situation of emergency.

It is understood that all of the foregoing are subject to and limited by applicable federal and state laws.

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**ARTICLE XVI**

**ENTIRE AGREEMENT**

It is the intention that the terms and provisions herein contained constitute the entire Agreement between the parties.

**ARTICLE XVII**

**SAVING CLAUSE**

If any article or section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and any addendum shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

**ARTICLE XVIII**

**WAIVER CLAUSE**

The parties acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived



at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, each party voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in the agreement, or with respect to any subject or matter not specifically referred to covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

**ARTICLE XIX**

**MANDATED PROVISIONS OF LAW**

It is agreed by and between the parties that any provisions of this agreement requiring legislative actions to permit its implementation by amendment of the law or to provide additional funds therefore shall not become effective until the appropriate legislative body has given approval.

**ARTICLE XX**

**TERMINATION OF AGREEMENT**

This Agreement shall become effective as of January 1, 2004 and shall terminate the close of business, December 31, 2006.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the first day above written.

**TOWN OF FORESTBURGH**

By \_\_\_\_\_  
John J. (Bill) Sipos, Supervisor

**SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL 32E, AFL-CIO**

By \_\_\_\_\_