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Union: **International Brotherhood of Teamsters (IBT), Warehousemen and Helpers of America**

Local: **456**

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BC | 7449 original

AGREEMENT

between

THE TOWN OF PUTNAM VALLEY

and

LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

WAREHOUSEMEN AND HELPERS OF AMERICA

January 1, 2005 to December 31, 2007

RECEIVED

MAY 25 2006

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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AGREEMENT effective the 1st day of January 1, 2005 by and between the **TOWN OF PUTNAM VALLEY**, hereinafter designated as the “EMPLOYER”, and **LOCAL 456, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA**, hereinafter designated as the “UNION”.

It is hereby mutually agreed between the parties hereto as follows:

ARTICLE I
RECOGNITION, DUES, DEDUCTION AND AGENCY FEE

Section 1: Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all full-time Highway Department and Lake Peekskill Improvement District employees in the following titles: Laborer, Driver/Mechanic’s Helper, Driver, Operator, Head Mechanic, Mechanic, Water Plant Operator/Working Foreman and General Foreman (hereinafter referred to as the “EMPLOYEES”). Such recognition shall be extended for the maximum period permissible by law.

Section 2: Dues Deduction

The Employer agrees to deduct from all regular Employees, who are members of the Union covered by this Agreement, membership dues and agrees to remit same to the Union.

Section 3: Agency Shop Fee Deduction

All Employees included in the bargaining unit who are not members of the Union shall be required to pay to the Union an Agency Shop Fee as provided by the Civil Service Law, which is an amount equivalent to the amount of dues payable by a member of the Union. The Employer will make deductions from the wages of said Employees and transmit them to the Union as an Agency Shop Fee Deduction. Said Employees have the right to recover any part of

the Agency Shop Fee deduction which represents the Employee's pro-rata share of expenditures by the Union in aid of activities or causes only incidentally related to terms and conditions of employment.

ARTICLE II
COMPENSATION

Section 1: Salary Schedule

The salary schedule for Employees covered by this Agreement shall be as itemized in Appendix "A" as annexed hereto and shall be retroactive to the dates indicated in Appendix "A".

Section 2: Longevity Payments

The terms for longevity payments shall be as itemized in Appendix "B" as annexed hereto.

Section 3: Mileage

Mileage allowance for the use of an Employee's personal vehicle shall be at the New York State rate.

Section 4: Pay Day

Employees shall be paid weekly on Thursdays, prior to the regular dismissal time. In the event Thursday is a holiday, Employees shall receive their paycheck on Friday, unless Friday is also a holiday, in which case the paycheck shall be given on Wednesday.

ARTICLE III
PENSIONS – INSURANCE – WELFARE

Section 1: Retirement Plan

Unit Employees shall be members of the New York State Employees Retirement System, Plan 75-i.

Section 2: Health Insurance

The Employees covered by this Agreement shall be eligible for membership in the State Health Insurance Plan. Such insurance coverage shall be on a non-contributory basis for all Employees hired prior to January 1, 1983.

The contributions made on behalf of the Town for members of the unit hired on or after January 1, 1983 shall be seventy-five percent (75%) for both individual and family plan members. Such deductions shall be made equally from each paycheck.

Members hired on or after August 22, 1984 shall not be eligible for health insurance by the Town if they are eligible for coverage under the plan of a spouse, provided the spouse's coverage is comparable to the health insurance plan being provided by the Town for other members of the bargaining unit.

Members of the unit who withdraw from the Town's plan shall receive thirty percent (30%) of the premium being paid by the Town on their behalf, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve (12) month period and annually thereafter. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period provided, however, that in such case no payments shall be made. Members may only re-enter the plan after the twelve (12) month period if they no longer have comparable coverage under a spouse's plan.

Members of the unit who switch from Family coverage to Individual coverage shall be entitled to a payment of Five Hundred (\$500) Dollars annually during the period they are eligible for Family coverage. Such payments shall be made in the same manner as in the above paragraph.

The Town may change carriers to another plan providing equal or better coverage to the Statewide Plan as it existed on December 31, 1985. At least ninety (90) days notice shall be given to the Union. In the event of a dispute as to the coverage of the new plan, the dispute shall be submitted to arbitration provided, however, that such grievance shall be instituted at the Town Supervisor level. The plan shall not be switched until a decision from the arbitrator has been rendered.

Section 3: Welfare Fund

The Employer shall contribute One Thousand (\$1,000) Dollars per Employee of the unit per year towards a Welfare Fund administered by the Union. Payments shall be made on a quarterly basis. Upon request, the Union shall provide the Employer with reports on the Fund.

Section 4: Employees shall be paid weekly.

ARTICLE IV
VACATION

Section 1: Vacation Computation

All paid vacations shall be computed as follows:

- Five (5) days vacation with pay after one (1) year's continuous employment.
- Ten (10) days vacation with pay after two (2) years continuous employment.
- Sixteen (16) days vacation with pay after five (5) years continuous employment.
- Twenty-one (21) days vacation with pay after eight (8) years continuous employment.
- Twenty-two (22) days vacation with pay after ten (10) years continuous employment.
- Twenty-three (23) days vacation with pay after fifteen (15) years continuous employment.
- Twenty-five (25) days vacation with pay after twenty (20) years continuous employment.

Vacation will be earned on the anniversary date of hiring into the unit.

Section 2: Vacation Accrual

After ten (10) years of continuous employment, the Employee may elect to carry over up to one-half (1/2) of a single year's vacation to the following year; however, the decision to carry

over vacation must be made known to the Highway Superintendent or his/her designee by October 1st, except for Employees on extended sick leave or Workers' Compensation, of the year in which the Employee elects not to take all of the vacation to which he/she is entitled. Deferred vacation cannot be converted to cash except in the Employee's final year of employment, or as set forth in Section 4 and 6 of this Article.

Section 3: Approval of Vacations

All vacations shall be taken with the approval of the Highway Superintendent or his/her designee on a seniority basis.

Section 4: Vacation Pay After Termination

In the event of termination of employment for reason other than dismissal for cause, the Employee or the first beneficiary named in the Employee's retirement plan application shall receive any accrued vacation pay.

Section 5: Units of Vacation Time

Vacation may be used in minimum units of one (1) day.

Section 6: Employees may elect to take up to one half (1/2) of his/her annual vacation in cash payment at any time during the year.

ARTICLE V
HOLIDAYS

Section 1: Holidays

A. The following and such other days as the Town Board may designate shall be holidays with pay:

New Year's Day	Employee's Birthday
President's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve Day

Labor Day
New Year's Eve Day

Christmas Day
Martin Luther King, Jr. Day

B. Martin Luther King, Jr. Day shall be a "floating holiday" which shall be taken on a date requested by the Employee on the approval of the Highway Superintendent or his/her designee. Such approval not to be unreasonably withheld.

C. Employees called in for emergency work on the Christmas Eve and/or New Year's Eve holidays shall work at straight time for hours actually worked plus their regular day's pay for the holiday.

Section 2: Additional Holidays

Any additional days declared holidays by the Town will be granted to all Employees unless their services are required because of inclement weather or its effects or any other emergency.

Section 3: Holidays Falling on Weekends

In the event a holiday falls on a Saturday or a Sunday, it shall be celebrated on an alternative date selected by the Town at the annual organizational meeting. Thirty (30) days prior written notice shall be given to the Union.

Section 4: Employee Birthday

In the event that an Employee's Birthday falls on a Saturday, Sunday or a paid holiday, the Employee's Birthday holiday shall be celebrated on an alternative date agreeable to the Employee and the Employer.

ARTICLE VI
SICK LEAVE

Section 1: Sick Allowance

A. There shall be allowed twelve (12) days per year sick leave. This shall be accrued one (1) day for each month of service, to a maximum of twelve (12) days per year. In the event an Employee becomes ill after reporting to work, sick leave in one-half (1/2) day units may be taken with the approval of the Highway Superintendent. The Town may request a doctor's note at any time provided, however, that such requests shall not be arbitrary or capricious. Maximum accumulation shall be one hundred thirty-five (135) days for all Employees of the unit. Effective January 1, 2006, the maximum accumulation shall be increased to one hundred fifty (150) days and January 1, 2007, to a maximum of one hundred sixty-five (165) days.

B. Employees shall have the option of accruing their unused sick leave or being paid for the amount of accrued, unused sick leave at the end of each year at their daily rate of pay up to a maximum of seven (7) days. Procedures shall be developed to provide for payments on or about January 1st of each year.

Section 2: Sick Leave on Retirement or Resignation

Sick leave time shall be considered as continuous service; but, in the event of the retirement, resignation or termination of an Employee, his/her accumulated and unused sick time shall be disposed of as set forth in Section 4 of this Article.

Section 3: Extra Sick Leave

Where an Employee, because of sickness or disability, is required to remain away from his/her employment beyond his/her sick leave allowance, he/she may petition the Town Board for additional sick leave, which may be granted with or without pay. All additional time granted shall be considered as continuous service and shall not affect an Employee's seniority status.

Section 4: Sick Leave on Retirement or Death

Upon retirement or separation, except for cause, a member of the bargaining unit shall be paid in cash for 50% of a maximum of one hundred twenty (120) accumulated sick leave days standing to his/her credit on date of retire or separation. In the event that separation is caused by the death of the member, such payment shall be made to the estate of the deceased member.

Payment shall be made at the rate in effect for the Employee on the date of retirement, resignation or discharge. No payment shall be due the Employee that is terminated for cause.

Section 5: Rules and Regulations

Sick leave rules and regulations may be adopted provided such regulations do not conflict with a specific provision of this Agreement. Such rules and regulations shall not be adopted without prior discussion with the Union.

ARTICLE VII
FUNERAL LEAVE – JURY DUTY LEAVE

Section 1: Funeral Leave

A. An Employee may be absent from duty to attend the funeral of a member of his/her immediate family. A special leave of three (3) days, in addition to the day of death, will be allowed in such cases provided the Employee attends the services for the deceased. Immediate family shall include: the Employee's spouse, spouse's mother or father, spouse's grandparents, mother, father, child, brother or sister, grandparents, aunts and uncles, including step-relations of the Employee.

B. In the event of the death of the Employee's brother-in-law and/or sister-in-law, an Employee shall be entitled to one (1) day absent from duty to attend the funeral service.

Section 2: Jury Duty Leave

Employees required to serve on jury duty shall continue to receive their regular base salary during the period they are required to serve. The jury duty fee shall be paid over to the

Town, but the Employee may keep the mileage reimbursement. Employees shall request that they be placed on an “on-call” basis.

ARTICLE VIII
PERSONAL LEAVE – LEAVES OF ABSENCE

Section 1:

A. Employees of the unit shall be entitled to five (5) non-cumulative personal days per year. Such leave shall be utilized to attend to matters which may only be handled during working hours and is not to be used for recreational, social or other profit-making activities. There shall be no reimbursement for unused personal leave days.

B. Request for personal leave shall be submitted in writing at least twenty-four (24) hours in advance and shall include the specific reason for the leave for four (4) of such days.

C. Personal Leave may be taken in one-half (1/2) work day segments, subject to the conditions set forth in “B” above.

Section 2: Emergency Personal Leave

In the event of an emergency in which an Employee is unable to give twenty-four (24) hours notice, the reason for the emergency shall be specified when notice is given on said day.

Section 3: Leaves of Absence

Leaves of absence for “legitimate reasons” shall be granted by the Town Board for a period of up to ninety (90) days, upon recommendation of the Highway Superintendent or his/her designee, provided that application therefore is made in writing at least thirty (30) days prior thereto.

ARTICLE IX
WORK WEEK, WORK DAY AND OVERTIME

Section 1: Work Week and Work Day

The regular workweek shall consist of forty (40) hours in eight (8) hour periods for five (5) consecutive days, Monday through Friday.

The normal work schedule for all employees of the Union bargaining unit shall, whenever possible, be 7:00 a.m. to 3:30 p.m., including one-half (1/2) hour for lunch.

Section 2: Overtime

A. Time and one-half (1-1/2) an Employee's regular rate shall be paid for all time worked:

- (i) In excess of the above specified regular workweek;
- (ii) In excess of eight (8) hours per day;
- (iii) Prior to the starting time of the Employee's normal work schedule;
- (iv) Any work performed on Saturday.

B. Double time an Employee's regular rate shall be paid for all time worked:

- (i) On Sunday;
- (ii) On a holiday (the Employee working on a holiday shall receive, in addition, holiday pay).

C. For the purpose of computing overtime, holidays, vacations, sick time and personal days will be considered as time worked.

D. Employees shall be notified of impending overtime as soon as possible.

Section 3: Pay in Lieu of Mealtime

Employees who work for a period in excess of four (4) consecutive hours that precede or follow the regular workday shall receive an additional half-hour's pay at the applicable overtime

rate. Payments, thereafter, shall only be made if the Employee exceeds another four (4) hour period.

Section 4: Equalization of Overtime

Every reasonable effort shall be made to equalize overtime among qualified Employees by the Highway Superintendent. Any Employee offered scheduled overtime and refusing will be charged on the overtime record with the pay hours of overtime work available to the Employee. Emergency call-in time will not be counted in the computation of scheduled overtime. Employees who refuse emergency call-in time or who cannot be reached after the Employer attempts notification will not have any claim to credited overtime of this nature. In the event that no qualified Employee volunteers to work the overtime, the least senior qualified Employee may be ordered to work the overtime.

Section 5: Call Back

A. Employees who are called back to work after the completion of the regular workday, but more than two (2) hours prior to the start of the following workday, shall be paid for a minimum of four (4) hours pay at the appropriate overtime rate, or for time actually worked at the appropriate overtime rate, whichever is more.

B. Employees who are called back to work after completion of the regular workday, but two (2) hours or less prior to the start of the following workday, shall be paid at the appropriate overtime rate for two (2) hours.

ARTICLE X
SENIORITY

Section 1: Definition

Seniority means the Employee's total continuous full-time service in the Town employ.

Section 2: Break In Seniority

Seniority will be broken by any of the following:

- A. Discharge for just cause;
- B. Resignation or quitting;
- C. Retirement;
- D. Employees who transfer from the Lake Peekskill Improvement District to the Highway Department shall, for the purpose of seniority in title for overtime entitlement, seniority for promotion, seniority for vacation approval and seniority for personal leave approval shall have a seniority date as of their date of transfer into the Highway Department from the Lake Peekskill Improvement District. Their original date of hire by the Town in the Lake Peekskill Improvement District as a full-time employee shall be used to compute other contractual benefits, such as their entitled rate of pay in the current title, vacation entitlement and longevity entitlement.

Section 3: Layoffs

Layoffs of bargaining unit members shall be according to Appendix "D" of this Agreement.

Section 4: Out-of-Title

The Employer may make temporary assignments of Employees to positions other than those normally performed in order to meet the requirements of the operation:

- a) if the assignment is to a more desired position, the highest senior Employee from among those qualifying as determined by the Highway Superintendent or his/her designee and available shall be given the position;

- b) if the assignment is to an undesirable position, the least senior qualified Employee as determined by the Highway Superintendent or his/her designee shall be transferred;
- c) any Employee temporarily assigned shall be paid at either the rate of the position from which he/she is assigned, or at the rate of the position to which he/she is assigned, whichever is higher.

This guarantee of rate shall be applicable when the assignment is for the convenience of the Employer. Any assignment for the convenience of the Employee shall be paid at the rate of his/her position or at the rate of the position to which he/she is assigned, whichever is lower.

Section 5: Promotions

All vacancies and/or new positions which occur in a department shall be posted for a minimum of ten (10) working days in a location which is accessible to the Employees. During that period, all interested Employees shall be entitled to advise the department head of their interest in the posted position.

Where vacancies occur in a department within existing job classifications, present Employees, where qualified as determined by the Highway Superintendent or his/her designee, shall be given preference for promotion in order of seniority as set forth in Article X of this Agreement. An Employee who has been promoted to a higher rated title shall serve in the higher rated title for a probationary period not to exceed one (1) year. If his/her performance in the higher rated title is not adequate to satisfy the Employer, he/she shall return to the lower rated title with no loss of seniority. During the probationary period, the Employee may return to his/her former rated title if he/she desires.

ARTICLE XI
SAFETY AND UNIFORMS

Section 1: Fire Extinguishers

The Employer shall provide a fire extinguisher in each truck.

Section 2: Safety Equipment

Safety glasses, safety clothing and safety equipment shall be supplied by the Employer, upon request of the Employee; and Employees shall wear safety glasses, clothing and equipment in all operations when required by the Highway Superintendent or his/her designee.

Section 3: Vehicle Maintenance

A record and regular schedule of maintenance of all highway vehicles shall be kept in the Town Garage. Each driver of a Town vehicle shall enter in a log a description of defects he/she has noted in the vehicle he/she has been operating. Log entries shall be made on a daily basis.

Section 4: Use of Town Equipment

Town equipment will be used to qualify Employees to operate it with the approval of the Highway Superintendent or his/her designee.

Section 5: Two Employees on Plowing and Sanding

When the truck is 18,000 lbs. or more, there will be two (2) Employees on a truck during snow plowing and sanding.

Section 6: Plow Lights

Plow lights, yellow beacon lights and back-up lights will be installed on plowing and/or sanding vehicles.

Section 7: Uniforms

A. It is understood and agreed that Employees shall be required to adhere to a dress code of decent and respectable apparel and further that when uniforms are provided by the Town, all Employees shall be required to wear same during working hours.

B. The Town shall provide each Employee of the Highway Department (except for Mechanics in the Highway Department) and the Lake Peekskill Improvement District with the following: six (6) sets of uniforms; one (1) lightweight summer jacket; two (2) insulated coveralls.

C. Each Mechanic in the Highway Department shall be provided with five (5) coveralls.

D. Each Employee shall be responsible for the washing of their uniforms.

E. The Town shall replace uniforms upon notice of normal wear and tear and return of the worn items.

Section 8: Work Boots

A. Effective January 1, 2005, Employees shall be entitled to an annual cash payment of three hundred (\$300.00) dollars for the purpose of purchasing work shoes and/or boots.

B. Payment to each Employee shall be by separate check in February of each year.

ARTICLE XII
TENURE, DISCIPLINE AND GRIEVANCE PROCEDURE

Section 1: Probationary Period

There shall be a probationary period of one (1) year, except that probationary job tenure rights of all competitive Employees, veterans (as defined in Section 85 of Civil Service Law), and exempt volunteer firemen (as defined in Section 200 of the General Municipal Law), shall be subject to applicable provisions of the Civil Service Law. Probationary Employees may be dismissed at any time during their probationary period without recourse to the grievance procedure.

Section 2: Grievance Procedure

The parties hereby agree to adopt the grievance procedure outlined in Appendix "C".

Section 3: Dismissal

A dismissed Employee is one whose service is terminated for any reason other than resignation, retirement, authorized leave of absence, death or the elimination of a position.

Section 4: Grievance by Dismissed or Disciplined Employees

In the event that any permanent Employee with one (1) or more years of continuous service shall hereafter be dismissed for cause or be served with a notice of discipline, said Employee shall have the right to file a grievance pursuant to the grievance procedure agreed to above.

ARTICLE XIII
RECIPROCAL RIGHTS

Section 1: Recognition of Union Representative

The Employer recognizes the right of the Employees to designate representatives of the Union to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract and to visit Employees during working hours. Such Employee representatives shall also be permitted to appear at public meetings before the Town Board of the Town of Putnam Valley upon request of the Employee.

Section 2: Communication and Visitation

The Union shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Town Supervisor or his/her designee. The officers and agents of the Union shall have the right to visit the Employer's facilities at reasonable times and upon reasonable notice to the Employer for the purpose of adjusting grievances and administering the terms and conditions of this contract.

Section 3: Time Off for Union Work

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time free from their regular duties to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the Employees and the uninterrupted operation of the Highway Department and Lake Peekskill Improvement District.

Section 4: Duties and Obligations

Adhering to the principle that duties and obligations come with rights and privileges, the Union agrees to do its utmost to see that members of the bargaining unit perform their respective duties in the Town loyally, efficiently and continuously under the terms of this Agreement. The Union and the members of the bargaining unit will use their best endeavors to protect the interest of the Town and its citizens, to conserve its property, and to give service of the highest quality.

Section 5: Subcontracting

A. The Town may use part-time Employees and may subcontract where it is in the best interest of the Town as determined by the Employer, provided that such does not result in the layoff of a unit member.

B. The Town shall not use subcontractors for snow removal unless all Employees are given the opportunity to work such overtime.

Section 6: Volunteer Fire/Ambulance

A. Employees who are active members of one of the various volunteer fire departments and/or ambulance departments located within the Town shall be entitled to full salary and benefits when responding to alarms and/or calls during their work time.

B. Employees who become injured or ill as a result of response as set forth in “A” of this Section shall be entitled to not less than the benefits to which they would be entitled to had the injury or illness occurred while the Employee was working for the Town. This clause, however, does not mandate a duplication of benefits provided to volunteers by the fire and ambulance department.

Section 7: Gender

It is understood and agreed by the parties that any reference to the male gender shall be deemed to also apply to the female gender.

Section 8: Effective December 8, 2005, bargaining unit Employees waive their right to compensatory time as set forth in the “Emergency Leave Policy” issued by Town Supervisor Anderson on January 29, 1999.

ARTICLE XIV
TOWN AFFAIRS

The provisions of this Agreement shall be expressly limited to salaries, benefits and other conditions of employment of the Employees and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs, except as modified by this Agreement.

ARTICLE XV
PARTIAL INVALIDITY

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

ARTICLE XVI
CONTINGENCY AND TERM

The provisions of this Agreement shall become effective January 1, 2005 and shall terminate at the close of business December 31, 2007.

TOWN OF PUTNAM VALLEY

By:  Date: 4-13-06
Sam Davis, Supervisor

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

By:  Date: 4-1
Edward Doyle, Jr., President

APPENDIX "A"

SALARY SCHEDULE (HOURLY RATE)

	1/1/05	1/1/06	1/1/07
LABORER	\$20.38	\$21.20	\$22.05
DRIVER/MECHANIC'S HELPER	\$23.78	\$24.74	\$25.73
DRIVER	\$23.78	\$24.74	\$25.73
OPERATOR (1)	\$26.15	\$27.20	\$28.29
HEAD MECHANIC	\$27.11	\$28.19	\$29.32
MECHANIC	\$26.07	\$27.11	\$28.20
WATER PLANT OPERATOR/ WORKING FOREMAN	\$28.29	\$29.42	\$30.60
GENERAL FOREMAN	\$28.80	\$29.96	\$31.15

New hires shall be paid \$1.00 per hour less than the rates above for their first year of employment.

(1) The additional increase in hourly rate of "Operator" is in recognition of their responsibilities as leader of the working crew assigned to the vehicle.

APPENDIX "B"
LONGEVITY

Section 1:

A. Employees shall be entitled to an annual longevity payment based on their continuous years of service, as defined in Article X of this Agreement, according to the following schedule:

	<u>Annual Entitlement</u>		
	<u>1/1/05</u>	<u>1/1/06</u>	<u>1/1/07</u>
After 10 years of continuous service - Total:	\$1,350.00	\$1,400.00	\$1,450.00
After 15 years of continuous service - Total:	\$1,850.00	\$1,900.00	\$1,950.00

B. Longevity increment shall be paid and included in the first complete payroll period following the Employee's anniversary date. An increment is 1/2080 of the Employee's annual entitlement.

APPENDIX "C"
GRIEVANCE AND DISPUTE PROCEDURE

- A. Grievances shall be limited to an alleged violation of provision(s) of this Agreement.
- B. A grievance must be presented by the Union, in writing, to the Highway Superintendent or his/her designee within fifteen (15) working days after the action or occurrence complained of. Within five (5) working days after such presentation, the Union will be advised of the disposition of the matter. If the Union is not satisfied with the disposition of the matter by the Highway Superintendent, the Union may then, within five (5) working days after the Highway Superintendent's disposition, shall by an authorized Union representative, present a detailed statement in writing of the grievance to the Town Supervisor who shall render his/her decision in writing within five (5) working days.
- C. In the event that such dispute is not then disposed of, the Union may, within twenty (20) days, make a demand for arbitration. In the event the parties are unable to agree upon an impartial arbitrator within ten (10) working days after the referral of such matter to arbitration, the American Arbitration Association shall be requested to name an arbitrator under its rules and procedures.
- D. The fees and expense of the arbitrator shall be borne equally by the parties. The Employer and Union shall bear the expense of their respective witnesses and any other expenses that may occur.
- E. The hearing shall be held at the Town Hall, Putnam Valley, New York.

F. The decision of the arbitrator shall be final and binding, but the arbitrator shall have no jurisdiction, power or authority to amend, modify, supplement, vary or disregard any provision of this Agreement.

APPENDIX "D"

RULES FOR LAY-OFF OF MEMBERS OF THE LOCAL 456, I.B.T. BARGAINING UNIT EMPLOYED BY THE TOWN OF PUTNAM VALLEY

1. For the purpose of these rules, the following terms shall mean:
 - (a) Date of Hire shall be the date of hire by the Town as a full-time Employee as recorded in the Putnam County Personnel Office.
 - (b) Direct line promotion shall be from the lowest wage classification to the highest wage classification as set forth in the collective bargaining agreement. Each permanent move to a higher wage classification shall be a promotion.
 - (c) Next lower occupied title shall mean the title in direct line of promotion immediately below the title from which the incumbent is suspended or demoted, unless no one is serving in that title, in which case it shall be the closest lower title in direct line of promotion in the bargaining unit in which one or more persons serve.
 - (d) Layoff unit shall mean each Employee in the Local 456, I.B.T. bargaining unit.
 - (e) Satisfactory services shall mean service by an Employee during which he/she was not found guilty of misconduct or incompetence pursuant to the provisions of the collective bargaining agreement which resulted in the imposition of any of the following penalties upon such Employee:
 - i. dismissal from the service; or
 - ii. suspension without pay or resignation which does not exceed one (1) year or absence on authorized leave that does not exceed two (2) years; or
 - iii. demotion in grade and title.

- (f) Town Employees – All Employees in the bargaining unit in the Lake Peekskill Improvement District and the Town of Putnam Valley Highway Department are Town Employees.
- (g) (I) Permanent Service shall start on that date of the incumbent's original appointment on a permanent basis as Employees of the Town (including their probationary period), however, in the case of disabled veterans, the date of original permanent appointment is considered to be 60 months earlier than the actual date; while non-disabled veterans are considered to have been appointed 30 months earlier than their actual date of appointment. For the purposes of these Rules the definition of what constitutes a veteran or disabled veteran is contained in Section 85 of the Civil Service Law.
- (II) A resignation followed by a reinstatement or reappointment more than one (1) year subsequent to the resignation constitutes a break in service. The original appointment date is to be determined from the date of re-employment, the prior service does not count.
- (III) Temporary or provisional service preceding the original permanent appointment does not count. However, temporary or provisional employment immediately preceded and followed by permanent Town service employment does not interrupt continuous service.
- (IV) The permanent service of any Employee who was transferred from the Lake Peekskill Improvement District to the Highway Department or to the Lake Peekskill Improvement District from the Highway Department shall start on the date of his/her original date of permanent appointment in the Town.

(V) If an Employee was covered-in to a position as a Town Employee, upon acquisition of the agency in which he/she was employed, his/her seniority begins on the effective date of his/her original date of employment by the Town.

2. Suspension

- (a) When an occupied position in the bargaining unit is abolished, suspension is to be made from among those Employees holding the same title in the Town as the abolished position.
- (b) Among permanent Employees, the order of suspension is the inverse of the order of their original permanent appointments. See above definition of permanent service for veterans and disabled veterans.
- (c) When two (2) or more permanent incumbents of positions in a specific title are suspended, demoted or displaced at the same time, the order in which they shall be entitled to displace shall be determined by their respective service as a Town Employee with those having the greater Town service entitled to displace an Employee with less Town service.
- (d) When several Employees were originally appointed on a permanent basis on the same date, their retention rights shall be determined alphabetically by their last name, if they have the same last name, alphabetically by their first name.
- (e) All temporary, provisional and contingent permanent Employees occupying these positions must be let go before any permanent Employee is suspended from such positions.
- (f) Probationary Employees occupying such positions in the same title must also be suspended before any permanent Employee in that title who has completed his/her

probationary period. Probationary Employees do, however, have superior retention rights to those of contingent permanent, temporary and provisional Employees.

- (g) The order of suspension among probationary Employees shall follow the same principles as that among permanent, temporary and provisional Employees.

3. Vertical Bumping

- (a) Vertical bumping occurs when an Employee in a specific title to which there is a direct line of promotion, who is himself/herself suspended or displaced, displaces an Employee in the next lower occupied title in direct line of promotion having the least seniority if the Employee who seeks to displace has a greater seniority standing.
- (b) Where the layoff involves more than one position in a title, the order of displacement will be the inverse of the order of suspension. That is, the most senior of the suspended Employees will be the first to displace. This shall apply to both vertical bumping and retreat.
- (c) If an Employee refuses to displace a junior incumbent, he/she must be laid off. This, however, does not protect the junior incumbent from being compared in retention standing with other incumbents if other positions at the higher level are being abolished.
- (d) When a next lower title has been occupied by means of displacement regardless of when the displacement into the title has occurred, it is considered to be occupied for further displacement purpose; however, a next lower title which has all of its positions abolished at the same time as positions

are abolished at the higher level cannot be considered as occupied. A title which is occupied by an incumbent, temporary, provisional, contingent permanent, probationary or permanent is considered occupied for the purposes of this section.

4. Retreat

- (a) Retreat occurs when and only when there is no lower occupied position in direct line of promotion at any level.
- (b) An Employee may retreat by displacing the incumbent with the least seniority right who is serving in a position in the title in which the displacing incumbent last served on a permanent basis prior to service in the title from which he/she is currently suspended or displaced.
- (c) The service of the displacing incumbent in the title to which he/she is retreating need not have been in the same layoff unit as the one from which he/she is displaced.
- (d) An Employee may also displace by retreat to a position in a title he/she last served on a permanent basis although he/she had intervening service in other titles, as long as his/her service in each of the intervening titles was on other than a permanent basis. He/she may also displace by retreat to a position which does not count in the computation of his/her continuous service.
- (e) Where a title change has been effected to better describe the duties of a position, but the duties have not substantially changed since the suspended Employee last served in that title, the new title will for retreat purposes be deemed to be the former title.

5. An Employee who refuses to accept an appointment afforded by displacement for whatever reason waives all rights regarding the displacement; however, this Employee's name will be entered on an appropriate preferred list.
6. The Town may take such steps as it may deem necessary in order to secure binding written commitments in advance of suspensions, demotion or displacement from Employees potentially affected by such suspension, demotion or displacement as to their willingness to accept reassignment or displacement.