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

Title: **New Paltz, Town of and International Brotherhood of Teamsters (IBT), Local 445 (2002)**

Employer Name: **New Paltz, Town of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **445**

Effective Date: **01/01/02**

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

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New Paltz, Town Of And lbt Local  
445 (Highway/Trans/Water/Sewer)

TO / BC  
FILE COPY

COLLECTIVE BARGAINING AGREEMENT

By and Between

The Town of New Paltz

on Behalf of

The Town of New Paltz Highway Department,  
Transfer Station/Recycling Center

and

Water, Sewer and Buildings and Grounds

and

Local Union #445

International Brotherhood of Teamsters,  
Chauffeurs, Warehousemen & Helpers of America  
(Box 2097, Newburgh, New York 12550)

January 1, 2002 through December 31, 2004

**RECEIVED**

**AUG 27 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

G. Work on Sunday shall be paid at the double time rate, unless it falls within the assigned workweek.

H. In the event the Town wishes to reimburse the employee through comp time rather than wages, the Town must first receive permission from the employee. In the event the employee grants permission, the comp time shall be at the appropriate overtime rate. The employer shall provide the employee with a notice of accumulated comp time within seven (7) days of the time new comp time is earned. State and Federal Law shall be followed in the granting of comp time.

Comp time may be taken any day, provided snow, ice or national disaster is not forecast for that day, after approval of the Highway Superintendent/Landfill Supervisor.

I. For every forty-five (45) hour unit of overtime that a worker completes during a one year period, the worker shall receive one day's comp time credit in addition to the overtime already paid. Starting with overtime accumulated in 1996, remaining overtime hours at the end of the year will be rolled over to the following year. There will be a cap of 100 compensatory hours per employee.

J. Time clocks are to be maintained at the worksite to record the employees' hours of work, as per the policies established by the Department Head.

K. All hours worked by an employee held over at the end of a shift will not be counted in the rotational overtime call in list.

L. The Town has the flexibility to reduce daily hours and/or regular days worked at the Transfer Station. Overtime will be paid only for daily hours in excess of eight (8) and for days not regularly scheduled. An employee must be scheduled to have two consecutive (2) complete days off per week. In the event regular hours are less than thirty-two (32) hours per week, two regularly scheduled days off must be consecutive. If hours or days are reduced, the Town may reassign employees to other departments.

**ARTICLE XXI  
WAGES - HOURLY**

	1/1/02	1/1/03	1/1/04
Recycling Assistant	\$13.96	\$14.56	\$15.21
Laborer	\$13.96	\$14.56	\$15.21
Municipal Worker I	\$13.96	\$14.56	\$15.21
Municipal Worker I			

(Part-Time/Temporary) (No Benefits/Pays only 50% of Union dues)	\$10.10	\$10.70	\$11.35
Municipal Worker II	\$16.08	\$16.68	\$17.33
Municipal Works Supervisor	\$17.17	\$17.77	\$18.42
MEO	\$16.08	\$16.68	\$17.33
HEO	\$16.93	\$17.53	\$18.18
Foreman	\$18.47	\$19.07	\$19.72
Mechanic	\$18.47	\$19.07	\$19.72
Custodian	\$12.15	\$12.75	\$13.40

If

- \* The following positions are covered in this contract:

<b>Laborer</b>	<b>MEO</b>	<b>HEO</b>
<b>Foreman (Working Supervisor)</b>	<b>Mechanic (MEO)</b>	<b>Mechanic (HEO)]</b>
<b>Recycling Assistant</b>	<b>Municipal Worker I</b>	<b>Municipal Worker II</b>
<b>Municipal Works Supervisor</b>		

- \*\* Pay levels are:

- (1) Laborer  
Recycling Assistant  
Municipal Worker I
- (2) MEO  
Mechanic (MEO)  
Municipal Worker II  
Municipal Works Supervisor
- (3) HEO  
Mechanic (HEO)
- (4) Foreman (Working Supervisor)

\*\*\* Newly hired employees in the bargaining unit:

- (a) Initial hiring rate will be \$1.00 less than the going rate for that position in the contract.
- (b) After six (6) months, the employee will receive a \$.50 hourly increase.
- (c) After twelve (12) months, the employee will receive a \$.50 hourly increase. This will bring the new employee equal to the going rate in the contract.
- (d) The employee will receive the yearly increases identified in the contract required to maintain (a) and (b).
- (e) This will not affect any personnel who are employees of the Town Highway and/or Landfill as of 09/01/90.

**LONGEVITY BONUS:**

Each employee shall receive \$100.00 per year for each year of service, beginning with the second year. Longevity bonus will commence on the employees second anniversary of employment for employees hired after 01/01/96; on their first anniversary for employees hired prior to 01/01/96. After fifteen (15) years of service, this longevity bonus shall be frozen at \$1,500.00 up until his/her retirement or termination of employment. Employees have the option of taking their longevity bonus in compensatory time based on their hourly rate.

**ARTICLE XXII  
WORKMEN'S COMPENSATION PAYMENTS**

Employees covered hereunder who are injured while on duty in the course of their employment and thus entitled to Workmen's Compensation payments, shall be compensated in the following manner:

- Any pay received as Workmen's Compensation benefits for absence for which the employee also receives full sick leave pay will be returned to the Town so long as the employee receives full salary.
- The employee shall be entitled to retain any Workmen's Compensation Benefits for any period for which sick leave pay is not paid or payable.

**ARTICLE XXIII  
DURATION CLAUSE**

This Agreement shall be in full force and effect from January 1, 2002 through December 31,