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**Contract Database Metadata Elements**

Title: **Carlisle, Town of and Town of Carlisle Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 294 (2000)**

Employer Name: **Carlisle, Town of**

Union: **Town of Carlisle Highway Department Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **01/01/00**

Expiration Date: **12/31/03**

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Carlisle, Town Of And Ibt Local 294  
(Highway Department Unit)

AGREEMENT

BETWEEN

TEAMSTERS LOCAL 294, AFFILIATED WITH  
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

890 THIRD STREET  
ALBANY, NEW YORK

AND

THE TOWN OF CARLISLE  
PERB CASE NO. C-3538

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD  
RECEIVED

SEP 15 2000

EXECUTIVE DIRECTOR

Agreement entered into the 1st day of January, \_\_\_\_\_, by and between the TOWN OF CARLISLE, county of Schoharie, New York (hereinafter referred to as the "Town") and Local 294, International Brotherhood of Teamsters, Albany, New York (hereinafter referred to as the "Union").

#### ARTICLE I

The Town recognizes the Union as the exclusive bargaining agent for all employees of the Town Highway Department as to PERB certification C-3538.

#### ARTICLE II

This contract shall be for the period commencing January 1, 2000 and ending December 31, 2003.

#### ARTICLE III WAGES

Starting January 1, 2000, regular employees shall receive \$ 11.02 per hour.

Starting January 1, 2001, regular employees shall receive \$ 11.35 per hour.

Starting January 1, 2002, regular employees shall receive \$ 11.69 per hour.

Starting January 1, 2003, regular employees shall receive \$ 12.04 per hour.

Part-time employees will not work more than twenty (20) hours in any one (1) week, except in snow emergency, and will not receive more wages per hour than the new hire rate in place at the time.

New employees, hired after January 1, 1994, shall receive \$1.00 per hour less than the full time base rate in effect at the time for the first six (6) months of their employment. They shall receive \$.75 less per hour the second six (6) months. \$.50 less per hour the third six (6) month period and \$.25 less per hour the fourth six (6) month period. After two (2) years, they will receive the full base rate of pay.

The Deputy Superintendent shall receive \$50.00 per month in additional compensation.

#### ARTICLE IV LONGEVITY PAY

Effective January 1, 1994 there shall be established a longevity schedule retroactive to the date of employment for all full time employees granting the following sums of money in addition to their normal salaries, to be paid each year (not compounded) on their anniversary date.

After 5 years of continuous service - \$ 400.

After 10 years of continuous service - \$ 800.

After 15 years of continuous service - \$1,200.00

#### ARTICLE V AGENCY SHOP AND CHECK-OFF

Each employee covered under the provisions of this collective bargaining agreement who is a member or who becomes a member of the Union shall be required to make payment of monthly membership dues to the Union in the amount required by the Union, or if any employee is not a member of the Union, an amount equivalent to the

amount of monthly membership dues payable by a bargaining unit union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered by the Union as the exclusive collective bargaining representative.

If the Employer shall be given a dues deduction authorization signed by a bargaining unit employee, the monthly membership dues payments and the monthly agency shop fees above described shall be withheld and the Employer (or the Employer's agent) shall immediately thereafter transmit the same to the Union.

#### ARTICLE VI PRESENT RETIREMENT

The Town will continue its current Pension Program under the New York State Retirement System.

#### ARTICLE VII HEALTH AND WELFARE

The Town will continue to provide Health Insurance as currently provided with the Empire Plan or an equivalent plan with no diminishment of benefits.

#### ARTICLE VIII EQUIPMENT

The Employer shall comply with all OSHA provisions, rules and regulations, and any other applicable state and federal laws, rules and regulations relating to safety.

#### ARTICLE IX GRIEVANCE PROCEDURE

In the event of a disagreement between the parties involving the

interpretation or application of any provision herein, the matter shall be resolved in the following manner:

1. The Town Highway Superintendent will discuss the matter with a representative of the Union within three (3) working days of notice of said disagreement. If a mutually acceptable resolution is not forthcoming, then go to Step 2.
2. A meeting will be held with the Town Supervisor and Town Board representative(s) within seven (7) calendar days unless otherwise mutually agreed in writing.
3. If the dispute or disagreement is not settled within seven (7) calendar days thereafter, either party may take the dispute to arbitration upon the service of their intention to do so, which notice shall be served within ten (10) calendar days from the date of impasse, unless otherwise mutually agreed by the parties in writing. The matter shall be referred to Arbitration before an Arbitrator designated by the New York State Public Employment Relations Board, under Mediation Arbitration (MED ARE) procedures. The cost of such service shall be borne equally between the parties. Any other associated expenses incurred by the parties shall be the obligation of the party incurring them.

#### ARTICLE X

Pursuant to the provisions of Section 207, paragraph 3 of the Public Employees Fair Employment Act, the Union hereby affirms that it does not assert the right to strike against any governmental unit, to assist or participate in any such strike, or to impose an

obligation upon its member to conduct, assist or participate in such strike.

#### ARTICLE XI

The parties agree hereto that all benefits and privileges and conditions enjoyed by the employees and employer in the past shall continue to remain in effect in addition to all the benefits and conditions set forth in the Agreement herein. Duties as set forth by the Town in the past shall be adhered to.

#### ARTICLE XII SENIORITY

Employees shall gain seniority after 6 (six) months of employment. Lay-off and rehire shall be in seniority order. Seniority to be held for twelve (12) months on lay-off. Overtime and emergency work shall be distributed on a rotational basis as per past practice. Full-time employees shall have preference on emergency and overtime work whenever practical.

#### ARTICLE XIII WORKDAY-WORKWEEK-OVERTIME

The normal workday shall be from 7:00 A.M. to 3:30 P.M. Employees shall be paid at the rate of time and one half after 40 (40) forty regular scheduled hours. Employees shall be entitled to two (2) fifteen (15) minute coffee breaks per day, one (1) in the morning and one (1) in the afternoon. Employees shall be entitled to a one half hour lunch between the fourth and fifth hour. There will be a minimum call in time that will guarantee the employees

four (4) hours on a minimum call in at one and one half times the hourly rate. Sunday work to be paid at time and one-half. Overtime shall be distributed on a rotational basis as per past practice.

If an employee is called into work, outside of normal working hours, the employee will be given one (1) hour to report to work.

#### ARTICLE XIV HOLIDAYS

The following days shall be designated as Holidays covered by this Agreement:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
July 4th - Independence Day	Day after Thanksgiving
Labor Day	Christmas Day

1 (one) floating holiday

During the construction season (beginning the first full week of May and ending the first full week of September) the Highway Department will continue the policy of a 4 (four) day 10 (ten) hour a day work week. Due to the 3 (three) Federal holidays that fall during this period (Memorial Day, Independence Day, Labor Day) the employee must reimburse the Town for 6 (six) extra hours of pay. This may be accomplished by working 4 (four) overtime or charging 6 (six) hours against accrual times.

The above listed holidays are paid holidays. Any employee required to work on said holiday will in addition to one day's holiday pay be paid at the rate of double time for all hours worked on said



holiday.

Employees called to work on a holiday shall be guaranteed four (4) hours pay.

#### ARTICLE XV PERSONAL DAYS

Regular employees shall be granted 5 (five) paid days personal days yearly to be taken with mutual consent between the employee and the Highway Superintendent.

#### ARTICLE XVI VACATIONS

Regular employees shall be entitled to 1 (one) week unpaid vacation after 6 (six) months of service. Regular employees shall be entitled to 1 (one) week paid vacation after 1 (one) year of service, 2 (two) weeks paid vacation after 3 years service and

- 11 days after six (6) years
- 12 " " seven (7) years
- 13 " " eight (8) years
- 14 " " nine (9) years
- 15 " " ten (10) years

Vacations shall be scheduled with Superintendent's prior approval. Years of service shall be accrued on the employee's anniversary date.

Vacation time may be used after the employee's anniversary date. Employees have the option of carrying over one (1) week's vacation to the next year, or of being paid for that week. A vacation week carried to the second year must be used or paid out by the end of

the second year.

ARTICLE XVII SICK LEAVE - COMPASSIONATE LEAVE

A. SICK LEAVE: The regular employee is entitled to ten (10) days sick leave annually with pay. If three (3) or more consecutive days are taken in any one illness, a doctor's excuse showing nature of illness must be furnished at time of resuming work. If sick leave is taken for illegal purposes such as hunting, the time will be deducted from vacation allowance, not from sick leave. Doctor's visits or hospital tests may be taken as part of sick leave and may be used as half days or full days.

Every Town Highway employee of the Town of Carlisle is entitled to ten (10) days of sick leave a year. Any employee who has unused sick leave remaining at the end of a calendar year shall bank the first five (5) days or any portion thereof to a maximum of forty (40) days by any employee. Any additional unused sick leave days beyond the five (5) days shall be reimbursed to the employee at his regular daily rate of pay at the end of the calendar year. For any banked sick leave days to be used by an employee a doctor's certificate shall be required.

B. COMPASSIONATE LEAVE: In the event of a death in an employee's immediate family, mother, father, step-mother, step-father, spouse, child, brother or sister, an employee shall be entitled up to three (3) days paid compassionate leave up to and including day of the funeral. An employee shall be entitled to one (1) day paid compassionate leave in the event of a death of an employee's

mother-in-law or father-in-law. Additional leave without pay shall be granted with permission of Superintendent.

ARTICLE XVIII STEWARDS

- A. There shall be one (1) steward only in the department.
- B. The steward, during his working hours without loss of time or pay, may investigate and present grievances to the Town.
- C. Seniority of Stewards: Notwithstanding their positions on the seniority list, stewards shall, in the event of a lay-off of any type, be continued at work as long as there is a job in their department which they can perform, and shall be recalled to work in the event of a lay-off on the first open job in their department which they can perform.

ARTICLE XIX PAY DAY

The Town agrees employees shall be paid weekly on Friday.

ARTICLE XX CLOTHING ALLOWANCE

The Town agrees to pay each regular employee \$150.00 (one-hundred fifty dollars) vouchered annually as a clothing allotment. This payment shall be made during the month of January each year to be used for safety shoes first and then other needed clothing.

The Town will provide each employee with five (5) orange safety t-shirts each year.

ARTICLE XXI BARGAINING UNIT WORK

The Town shall make every effort to ensure all bargaining unit work is performed by bargaining unit employees. The current practice of the Superintendent as an adjunct compliment to the work force shall be maintained. The intent of this practice shall not be to displace bargaining unit members.

FOR THE TOWN:  
TOWN OF CARLISLE

BY Lester R. Hay  
Supervisor

Robert R. Camp  
Councilman

Debi Christman  
Councilman

Allan Tallaraugh  
Councilman

Mary Lou Beauducel  
Councilman

FOR THE UNION:  
TEAMSTERS LOCAL 294,  
AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

BY John Bulgaro  
John Bulgaro, President

BY John Kearney  
John Kearney, Business  
Agent