This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
http://digitalcommons.ilr.cornell.edu/perbcontracts/

Or contact us:
Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370  ilrref@cornell.edu

Contract Database Metadata Elements

Title: Hartwick, Town of and Town of Hartwick Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 693 (2012)

Employer Name: Hartwick, Town of

Union: Town of Hartwick Highway Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO

Local: 693

Effective Date: 01/01/12

Expiration Date: 12/31/13

PERB ID Number: 8276

Unit Size:

Number of Pages: 16

For additional research information and assistance, please visit the Research page of the Catherwood website - http://www.ilr.cornell.edu/library/research/

For additional information on the ILR School - http://www.ilr.cornell.edu/
COLLECTIVE BARGAINING AGREEMENT

by and between the

TOWN OF HARTWICK

and the

TEAMSTERS LOCAL 693

January 1, 2012 – December 31, 2013

RECEIVED 10/2/2011
### Collective Bargaining Agreement

#### Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>PREAMBLE &amp; RECOGNITION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>DUES CHECK-OFF &amp; INDEMNIFICATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>RIGHTS OF THE UNION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>RIGHTS OF THE EMPLOYER</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>HOURS OF WORK</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>HOLIDAYS</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>SICK LEAVE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>VACATION LEAVE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>PERSONAL LEAVE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 10</td>
<td>OTHER LEAVES</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 11</td>
<td>GRIEVANCE PROCEDURE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 12</td>
<td>MEDICAL INSURANCE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 13</td>
<td>RETIREMENT PLAN</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 14</td>
<td>COMPENSATION</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 15</td>
<td>WORK RULES</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 16</td>
<td>SENIORITY</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 17</td>
<td>DISCIPLINARY PROCEDURE</td>
<td>2</td>
</tr>
<tr>
<td>ARTICLE 18</td>
<td>SAVINGS CLAUSE</td>
<td>2</td>
</tr>
</tbody>
</table>
ARTICLE 19  LEGISLATIVE ACTION

ARTICLE 20  TOTAL AGREEMENT

ARTICLE 21  DURATION & EXECUTION OF AGREEMENT
Article 1  Preamble & Recognition

1.1 Purpose and Intent: It shall be the public policy of the Town of Hartwick and the purpose of this agreement to promote harmonious and cooperative relationships between the Town of Hartwick and its employees, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of the government.

1.2 Parties to Agreement: This Agreement is made between the Town of Hartwick, hereinafter referred to as the “Town” and/or the “Employer”, and Teamsters Local 693, hereinafter referred to as the “Union”

1.3 Recognition Clause: The Employer hereby recognizes the Union as the exclusive employee organization representing all regular full-time Motor Equipment Operators, Heavy Equipment Operators, and Laborers in the Employer’s highway department, excluding the Deputy and the Highway Superintendent. Temporary appointees shall be considered covered by this agreement. No temporary appointment shall exceed nine consecutive months unless approved by Civil Service, and after the Union is notified as to the reasons for the extension.

1.4 No Strike – No Lock-Out Clauses: It is agreed that the need for continued and uninterrupted operation of Public Agencies of the Employer is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, the parties hereto agree that there will not be and that the Union, its officers, members, agents, or principles will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass resignations, mass absenteeism, or similar action which would involve suspension of or interference with normal work performance.

The Employer shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting, or participating in a strike, slowdown, or other such interference.

Article 2  Dues Check-Off & Indemnification

2.1 Union Dues: The Union shall have exclusive rights to payroll deductions of dues and Union approved insurance for all employees covered by this agreement. Such deductions shall be submitted to the Teamster Local 693, 41 Howard Street, Binghamton, New York 13904. No other labor organization shall be accorded any payroll deduction privileges without the express consent and written authorization of the Union.

2.2 Agency Fees: The Employer shall deduct from the wage or salary of those bargaining unit employees who are not members of the Union and amount equal to the dues levied by the Union in accordance with State of New York law.

2.3 Indemnification: The Union agrees to indemnify and hold harmless the Employer with regard to any deductions made pursuant to this Article. The Employer shall make deductions and transmit the amounts so deducted along with a listing of employees to the Union in a manner which is expeditious and beneficial to both parties.
Article 3 Rights of the Union

3.1  The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in the heretofore defined bargaining unit in any and all proceedings under the Taylor Law; under the terms and conditions of this agreement; to designate its own representatives and to appear before the appropriate official of the Employer to effect such representation; to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue any matter or issue including, but not limited to, the grievance and appeal procedure in this agreement and to pursue any matter or issue to any court or competent jurisdiction, whichever is appropriate.

Article 4 Rights of the Employer

4.1  Except as otherwise specifically provided in this agreement, the Employer shall have the customary and usual rights, powers and functions to direct employees, to hire, promote, suspend and to take disciplinary action, and to carry out the mission of the Employer pursuant to existing practices.

4.2  Under the terms of this agreement and pursuant to the Taylor Law, the Employer shall negotiate collectively and in good faith with the Union in the determination of salaries and the terms and conditions of employment, and to enter into a written agreement with the Union.

4.3  It is recognized that the management of the departments, the control of their properties, and the maintenance of order and efficiency are solely responsibilities of the Employer. Accordingly, the Employer retains all rights, including but not limited to, selection and direction of the working forces; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote or transfer; to determine the amount of overtime to be worked; to decide the number of employees needed; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials.

Article 5 Hours of Work

5.1  Workday/Workweek: Except as hereinafter provided, the normal work week for all regular full-time employees shall be forty hours and the normal day shall be eight hours per day, five consecutive days (Monday through Friday) or four consecutive ten-hour days (Monday through Thursday). The Superintendent of Highways will establish the beginning and ending times of normal operation. The Superintendent of Highways will establish the employee’s scheduled days and hours of work, which may differ from the normal days and hours of operation to meet the particular needs and requirements of the Highway Department.

5.2  Compensation for Overtime: Employees shall be compensated at the rate of time and one-half for all work required in excess of forty hours in a pay week. The Employer reserves the right to require employees to work overtime when reasonably necessary for the efficient performance of the Employer’s services. Whenever possible the Employer will attempt to avoid calling in an employee who is out on authorized vacation leave.

Pay for work performed shall be based upon the time clock. Any overtime in excess of the normal eight-hour work day shall be paid in increments of fifteen minutes.

5.3  Paid Leave in Computation of Overtime: In computing overtime, paid holidays, paid personal leave days, paid vacation days, and paid sick leave days shall be considered as time worked.
5.4 **Assignment of Overtime Work:** Overtime assignment shall be made available, according to the most senior and qualified person.

5.5 **Call-Back Pay:** Employees called back to work outside of and unconnected with their normal work day shall be guaranteed a minimum of two hours pay for such work. If the employee is called into work early or stays late, the normal calculation will apply.

5.6 **Work Assignments:** Whenever practical the Highway Superintendent will provide the workers with a schedule of work assignments in advance.

### Article 6 Holidays

6.1 **Designated Holidays:** All legal holiday enumerated herein shall be allowed as days off, or days shall be allowed in lieu thereof. The following days will be recognized as legal holidays:

- New Year’s Day
- Presidents’ Day
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Christmas Day

6.2 **Holiday Occurs on a Weekend:** If one of the aforesaid holidays falls on a Saturday, Friday will be observed as a legal holiday. If such holiday falls on a Sunday, Monday will be observed as the legal holiday.

6.3 **Holiday Pay (not assigned to work):** An active employee who does not work on a designated holiday will be paid for the day at the employee’s regular daily rate of pay, (8 or 10 hours, as the case may be).

6.4 **Holiday Pay (assigned to work):** A full-time employee who does work on a designated holiday will be paid for all hours worked at one and one-half times the employee’s regular rate of pay plus “holiday pay”. A full-time employee who does work on Thanksgiving Day will be paid for all hours worked at two times the employee’s regular hourly rate, plus “holiday pay”.

A full-time employee who does work on December 25th will be paid as per the following examples:

a) If December 25th occurs on a regular workday (e.g. Thursday), an employee who does work on that Thursday will be paid for all hours worked at two times the employee’s regular hourly rate, plus “holiday pay”;

b) If December 25th occurs on a weekend day (e.g. Saturday) and the Christmas holiday is observed on the preceding Friday, December 24th, an employee who does work on that Friday will be paid for all hours worked at one and one-half times the employee’s regular hourly rate, plus “holiday pay”;

c) If December 25th occurs on a weekend day (e.g. Saturday) and the Christmas holiday is observed on the preceding Friday, December 24th, an employee who does work on that Saturday, December 25th, will be paid for all hours worked at two times the employee’s regular hourly rate rather than the regular overtime rate of “time and one-half” (note: holiday pay would not be paid on Saturday, December 25th because it was already paid for the observed Christmas holiday on Friday, December 24th).
6.5 **Requirement:** To be eligible for holiday pay, the employee must have worked his last scheduled work day before the holiday, or the day observed as the holiday, and his first scheduled work day after the holiday or day observed as the holiday, unless such absence is excused as bona fide sick leave, vacation time or death in the employee’s immediate family. When such absence is due to illness, the department head may require satisfactory evidence thereof.

**Article 7 Sick Leave**

7.1 **Purpose of Sick Leave:** The purpose of paid sick leave is to reasonably assure the receipt of income by an employee during one or more periods of illness. Under no circumstances is sick leave to be considered as an earned credit to be used for any other purpose.

7.2 **Allowance:** Employees shall receive a total of ninety-six hours earned on the basis of eight hours, beginning January 1, and each subsequent month at eight hours for a total of ninety-six hours per year.

7.3 **New Employees:** New employees, after their probation period, shall receive pro-rated sick days based upon their hire date during their first year of employment.

7.4 **Notification of Sick Leave:** To be eligible for paid sick leave, an employee shall notify the Superintendent of Highways at least one hour before the normal starting time of their shift when reporting as ill. If said employee is ill for a period of three or more consecutive days, he may be required to supply the Superintendent of Highways with a doctor’s certificate substantiating such illness in order to be paid therefore.

7.5 **Use of Sick Leave:** Sick leave credits may not be used in increments of less than one hour. Sick leave may be used for medical and dental appointments that cannot be scheduled during non-work hours. Sick leave time shall not be paid unless the employee notifies the Superintendent of Highways as herein prescribed.

7.6 **Family Sick Leave:** An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. For purposes of family sick leave, “immediate family member” will mean the employee’s parent, spouse or child. The employee may be required to produce a medical certification issued by a health care provider that supports the need for family sick leave.

7.7 **Medical Verification:** A medical certificate must be furnished by or on behalf of the employee periodically during any extended illness upon request of the Employer.

Where an employee has demonstrated a pattern of sick leave abuse, the employee shall be counseled in writing by the department or designee. If the pattern of abuse continues, the employee may be required to submit a doctor’s certificate for such absence.

An employee whose records indicate continual consumption of sick leave credits may be required to take a physical examination at the Employer’s expense. The Employer shall take such corrective steps as may be deemed necessary in individual cases, including when warranted, the suspension or discharge of an employee abusing the privilege subject to any applicable provision of the Civil Service Law or this agreement.

7.8 **Accumulation:** Unused sick leave credits shall accumulate but only up to a maximum of 1320 hours (165 eight-hour days). Upon attaining the maximum accumulation, sick leave is no longer earned. The Employer will advise unit members of their sick leave accrual on a quarterly basis.
7.9 Retirement Credit: The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days + 260 = .50 or 6 months additional service credit.

7.10 Termination of Employment: An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused sick leave.

7.11 Short-Term Disability Payments: An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer will be reimbursed for that portion of sick leave covered by the insurance and the employee will be re-credited with the proportional amount of sick leave.

7.12 Workers' Compensation Payments: An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Employer shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave.

Article 8 Vacation Leave

8.1 Allowance: Vacation time with pay may be taken when the covered employee has completed one year of service. Vacation is earned according to the following schedule:

1-4 years service - 2 weeks (accrued at 6.667 hours/month)
5-11 years service - 3 weeks (accrued at 10.0 hours/month)
12-20 years service - 1 day per year up to 20 days after 20 years

The employee's vacation leave available shall be recorded on their pay check.

8.2 Date Credited: An employee will be credited on the employee's anniversary date for the vacation leave earned in the previous year.

8.3 Accrual During Leaves of Absence: In the event an employee is absent from work without pay for more than thirty calendar days in the twelve months preceding the employee's anniversary date, excluding an unpaid leave of absence due to a Workers' Compensation claim, the annual allowance of vacation leave to be credited for the next year will be adjusted on a prorated basis, with 260 days equal to 100%.

8.4 Scheduling: Vacation leave credits may not be used in increments of less than one-half day (four hours when 8-hour days; five hours when 10-hour days). Vacation leave shall be requested in advance to the Superintendent of Highways in writing. The Superintendent of Highways shall determine if the amount of time requested is available. Seniority will be used as a guide. Vacations can be limited to one employee at a time. Employees may be allowed to take one week of vacation during the months of November through April, only if the departmental conditions permit and the request is approved in advance by the Superintendent of Highways. Pay for vacation leave can be received before taking the vacation if a two-week request notice has been given.

Vacations can be taken before earned. However, if a vacation is taken before earned and employment is then terminated before completion of a year, the salary equivalent of the vacation time will be deducted from the final paycheck.

(2012-2013)
8.5 **Accumulation:** Employees will be able to carry over one week of vacation to the next year, with the new yearly total not to exceed five weeks for those employees with four weeks vacation per year, four weeks for those employees with three weeks of vacation per year; and not to exceed three weeks for those employees with two weeks. However, in the event an employee is unable to take vacation leave due to no fault of the employee, rather than losing the excess vacation credits the employee may either receive cash payment for any vacation credits in excess of the regular 40-hour carryover and/or will be allowed to also "carry" any of those vacation credits in excess of the regular 40-hour carryover.

8.6 **Termination of Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will receive payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay.

**Article 9 Personal Leave**

9.1 **Allowance:** Personal leave shall consist of thirty two hours per year.

9.2 **Date Credited:** An employee will be credited on the first day of January of each year.

9.3 **New Employees:** An employee hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment.

9.4 **Scheduling:** Personal leave credits may not be used in increments of less than two hours. Personal leave can only be used for personal business which cannot be transacted outside regular working hours. Personal leave may also be used for religious observance. Except for emergency situations, arrangements for personal leave shall be made by the employee with the Superintendent of Highways at least twenty-four hours in advance. The number of employees on personal leave at one time may be limited.

9.5 **Accumulation:** An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be converted to sick leave credits.

9.6 **Termination of Employment:** An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action will not receive cash payment for unused personal leave. In the event of a death of an employee, accumulated personal leave will be paid to the employee's estate at the regular rate of pay.
Article 10  Other Leaves

10.1.1 Federal Jury Duty: A full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court, shall be paid the difference between his daily job rate and his pay for jury duty.

10.1.2 State or Local Jury Duty: In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a leave of absence without loss of pay or leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty.

10.1.3 Notification of Jury Duty: At the Employer’s request, proof will be presented of the time served on jury duty and the amount received for such service.

10.1.4 Return to Duty: In the event the employee is released from jury duty on a given day and there are three or more hours remaining in the employee’s scheduled workday, the employee shall contact the Superintendent of Highways and report to work if requested.

10.2.1 Bereavement Leave: In the event of a death in a unit member’s family, such employee will be granted time off with pay up to a maximum of three days on which the employee had been scheduled to work beginning on the date of the death. In the event the burial is delayed due to weather conditions, the employee will receive an additional day of paid leave to attend the service.

In order to receive bereavement leave, the employee may be required to show evidence of the relationship and of attendance at the funeral, if requested.

10.2.2 Definition of Immediate Family: For the purpose of said paid bereavement leave, immediate family shall be defined as the employee’s spouse (or domestic partner), child (including step-children), parent (including step-parents), legal guardian, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, or spouse’s grandparents.

10.3 Absence Without Leave: When an employee is absent without leave and without due cause for a period of ten days, such absence shall be deemed to constitute a resignation effective on the date of the commencement of such absence. Subject to the provisions of Civil Service Law or this Agreement, when applicable, any unauthorized absence may be deemed misconduct in a disciplinary proceeding. Such disciplinary proceeding may result in termination of employment.

Article 11  Grievance Procedure

11.1 Definition: A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of the expressed terms of this Agreement.

11.2 Time Limits: For the purpose of this Article, work days will exclude Saturday, Sunday and holidays. The time limits set forth in this Article are of the essence. They may, however, be extended by mutual agreement of the parties. The failure of the parties to proceed within the time limits set forth shall terminate the grievance at that step.
11.3 **Procedure:** The following procedure shall be followed when filing a grievance.

**Step 1 – Superintendent of Highways:** The Union business agent or Shop Steward may file a formal complaint on behalf of an aggrieved employee(s). The grievance must be submitted, in writing, to the Superintendent of Highways in writing within ten working days after the grievance occurs.

Within ten working days after presentation of the grievance, the Superintendent of Highways shall discuss the complaint with the grievant and the Union business agent and respond in writing. The written response shall be signed, dated, and a copy shall be forwarded to the Town Supervisor.

**Step 2 – Town Supervisor:** In the event that the grievance is not resolved at Step 1, the Union business agent may submit within five working days from the Superintendent of Highways' response, a formal written grievance to the Town Supervisor. The written grievance shall contain the circumstances of the alleged contract violation, the specific provision of the contract originally violated, the date of the alleged violation, and the remedy sought. The Town Supervisor will meet with the aggrieved employee and the Union’s business agent to discuss and review the allegations.

Within five working days of the receipt of the formal written grievance, the Town Supervisor must respond in writing to the aggrieved employee with a copy to the Union business agent.

**Step 3 – Town Board:** In the event the grievance is not resolved at Step 2, the Union business agent may submit within ten working days from the Town Supervisor's response, a formal request that the grievance be submitted to the Town Board. The Town Board will have the authority to conduct a formal hearing. The purpose of this hearing will be to allow the employee (or his/her designee) and the Town Supervisor (or his/her designee) to present their position to the Town Board. Such hearing shall be convened within thirty days of the formal request.

**Step 4 - Binding Arbitration:** If the Union is not satisfied with the response to the grievance at Step Three, the Union may submit the matter to arbitration by filing a demand for arbitration with the State of New York Public Employment Relations Board in accordance with its rules and regulations. The demand for arbitration must be filed within fourteen calendar days from receiving the Step Three response or when the Step Three response should have been received.

The conduct of the arbitration shall be under the exclusive jurisdiction and control of the arbitrator, which shall conform to applicable law. All decisions rendered by the arbitrator shall be final and binding upon all parties. No arbitrator functioning under these procedures shall have any power to amend, modify, or delete any provisions of this Collective Bargaining Agreement.

The Town and the Union shall share the fees of the arbitrator equally.

**Article 12 Medical Insurance**

**12.1 Insurance Plan:** The Town will make available major medical, hospital, surgical and prescription drug insurance – with a dental and vision riders - to each employee and the employee’s eligible family.

On January 1, 2012 and each year thereafter under the “high deductible plan”, the Town will fund in full the “Health Savings Account” (HSA) for each enrolled employee to cover the $2,600 annual deductible for an individual plan or $5,200 annual deductible for a two-person or family plan, as the case may be.

**12.2 Change in Plans:** During the term of this agreement, the Employer may change its present insurance coverage of employees in this bargaining unit by providing *comparable* coverage after prior consultation with the Union.

(2012-2013)
12.3 **Eligibility:** Coverage will begin on the first day of the month following the month in which the employee commences employment, provided the employee meets all eligibility requirements of the insurance plan.
12.4 Premiums: Employees hired after January 1, 1997 shall be responsible for 25% of their dependent health insurance premium.

12.5 Continuation of Medical Insurance during Workers' Compensation Leave: The Town will continue medical insurance coverage for an employee who is on an approved lost-time claim for up to twenty-six weeks. Thereafter, an employee who is absent due to a Workers' Compensation illness or injury and is continuing to draw on accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year.

12.6 Continuation of Medical Insurance during Short-Term Disability Leave: The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan and is continuing to draw on accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year.

Article 13 Retirement Plan

13.1 The Town participates in the New York State Employees' Retirement System.

Article 14 Compensation

14.1 Wage Increases: Effective January 1, 2012, each employee will receive a “labor market adjustment” of $1.00 per hour. Also, in consideration of two fewer holidays and the change in medical insurance plans, effective January 1, 2012, each employee will receive an additional $1.00 per hour.

If the Employer designates an employee as a “Working Foreman” during the term of this agreement, said designated employee shall be paid an additional $0.35 per hour.

If the Employer designates an employee as a “Shop Foreman” during the term of this agreement, said designated employee shall receive a $0.35 per hour stipend for lead responsibility of the machine shop.

14.2 New Hire Rate: A newly hired employee will receive $1.00 per hour less than the lowest paid equipment operator during the first six months of employment. Upon completion of six continuous months of employment the employee will receive the same hourly rate of the lowest paid equipment operator.

14.3 Winter On-Call Stipend: The Employer requires that all employees of the highway department be available for duty during the months of November through April of each year. When an employee is required to be “on call” during this period the employee will be compensated by receiving a “premium pay” stipend. This stipend will be seventy-five dollars ($75) per pay period of such “on call” assignment. In no event will the total stipend amount earned during the period between November through April exceed nine hundred seventy-five dollars ($975) for any one employee.

14.4 Uniform and Boot Allowances: The Town agrees to provide the unit members with uniform tee and sweat shirts. The number and design shall be agreed to by the Highway Superintendent and a representative of the Local. In addition to the uniform shirts the Employer will also reimburse the member $65.00 for the purchase of work boots. This reimbursement will be made only after the member provides satisfactory proof of purchase. The purpose of this policy is to encourage the member to purchase quality work boots.
Article 15  Work Rules

15.1 The Employer may adopt, from time to time, and enforce reasonable rules and regulations not inconsistent with the terms off this Agreement. The observance of such rules and regulations shall be required by all employees.

15.2 It is agreed that any new rules and regulations shall be posted on the bulletin board of the Highway Department Garage for five working days before the effective date of compliance. Copies of the rules and regulations will be furnished to the Union.

Article 16  Seniority

16.1 Definition: Seniority means an employee’s length of continuous service for the Employer from the employee’s original date of hire as a full-time employee, as adjusted by the subtraction of any unpaid leave time whether authorized or not.

16.2 Seniority in Layoff and Selection of Vacation: Seniority will apply to layoff and recall of non-competitive and labor class employees under Section 80A of the Civil Service Law, and may be used to resolve employee disputes regarding the selection of vacation time.

16.3 Seniority List: The Employer shall post on the bulletin board of the Highway Department, annually, a seniority list showing the continuous service of each employee in the bargaining unit. The seniority list shall show the names, job titles and dates of seniority of all employees in the unit.

Article 17  Disciplinary Procedure

17.1 If the Union disagrees with disciplinary action taken against an employee, the Union may appeal the matter beginning at Step Three of the Grievance Procedure. The appeal must be submitted in writing, within fourteen calendar days from receiving the Notice of Discipline. This procedure shall serve as the only method of resolving challenges to disciplinary action and wholly replaces the statutory provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.

Article 18  Savings Clause

18.1 If any article or part thereof of this Agreement or any addition thereto should be decided to be in violation of any Federal, State, or local law, or if adherence to or enforcement of any article or part thereof should be restrained by a Court of Law, the remaining articles of this Agreement or additions thereof shall not be affected.

18.2 If a determination or decision is made as per Section 1 of this article, the parties to this Agreement shall convene immediately for the purposes of negotiating a satisfactory replacement for such article or part thereof.

Article 19  Legislative Action

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 THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

(2012-2013)
Article 20  Total Agreement

This Agreement shall constitute the full and complete understanding between the parties and may not be changed in any respect, except by further written agreement between the parties. Either party may notify the other party in writing of its desire to re-negotiate, and may request a time and place for the initial negotiating session.

Article 21  Duration & Execution of Agreement

This collective bargaining agreement shall be effective from January 1, 2012 through December 31, 2013, unless otherwise agreed to by the parties.

The parties have caused this collective bargaining agreement to be signed by their respective representatives on September 14, 2011.

TOWN OF HARTWICK  TEAMSTERS LOCAL 693

Patricia S. Ryan  Roberta Dunker
Town Supervisor  President & Business Agent

Julianne Sharratt  Bob Croft
Member of the Town Board  Shop Steward

Michael A. Richardson
Labor Relations Consultant

(2012-2013)