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#### Contract Database Metadata Elements

Title: **Kortright, Town of and Amalgamated Industrial Union, Local 76-B, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO (2001) (MOA)**

Employer Name: **Kortright, Town of**

Union: **Amalgamated Industrial Union, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO**

Local: **76-B**

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

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Kortright, Town Of And Amalgamated  
Industrial Union Local 76-B

1672  
34570

To  
BC

*MEMORANDUM OF AGREEMENT*

*REGARDING THE TERMS AND CONDITIONS*

*OF*

*PUBLIC EMPLOYMENT*

*BETWEEN THE*

*TOWN OF KORTRIGHT*

*AND*

*AMALGAMATED INDUSTRIAL UNION*

*1/1/01 - 12/31/03*

**RECEIVED**

NOV 02 2000

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

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Memorandum of Agreement regarding the terms and conditions of Public Employment between the Town of Kortright, and the Town of Kortright Highway Employees represented by Amalgamated Industrial Union Local 76B And Its Divisions (Local 92 Division) of the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers; AFL-CIO.

The Town of Kortright, a Municipal Corporation of the State of New York, with an office in Bloomville, New York, hereinafter referred to as the "Town",

The Town of Kortright Highway Employees represented by the Amalgamated Industrial Union Local 76B And Its Divisions of the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, hereinafter referred to as the "Union",

WHEREAS, the parties hereto desire to promote harmonious and cooperative relationship between them in accordance with the policy expressed in the Public Employee Fair Employment Act: Article XIV of the Civil Service Law, Section 200-212, by Resolution dated January 1, 1982, thereby creating the Unit known as the Town of Kortright Highway Employees, represented by the Union and now therefore, in consideration of the premises, it is mutually agreed between the parties hereto as follows:

#### ARTICLE I -- RECOGNITION

The recognition heretofore granted to the Union is hereby confirmed and extended for the duration of the Agreement. The appropriate negotiating unit, in accordance with the Civil Service Law and the resolution by the Town of Kortright dated January 1, 1982, to which this Agreement applies, consists of all the Town of Kortright Highway Employees excluding (a) all Elected Officials, (b) Seasonal Employees, and (c) those employees who work less than an average of twenty-one (21) hours per week.

#### ARTICLE II -- DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 2001, until December 31, 2003, inclusive.

#### ARTICLE III -- RENEGOTIATION

This Agreement shall continue in effect from year to year thereafter unless either party serves notice to negotiate a successor agreement on the other party by Certified Mail, postmarked by July 15 prior to the expiration of the Agreement. In such event, negotiations shall commence no later than August 1 following such notice. If such Agreement is not concluded by September 15, either party may declare impasse and request the aid of the Public Employment Relations Board to designate a Mediator to assist the parties to reach an Agreement.

#### ARTICLE IV -- PRIORITY OF AGREEMENT

- 1) Where provisions of this Agreement are in conflict with Town policy or practices, this Agreement shall govern, except as provided by law.
- 2) Nothing herein contained shall be construed to deny or restrict with respect to any employee any rights he may have under Civil Service Law, or any other applicable Laws and Regulations. The right provided to employees hereunder shall be deemed in addition to those provided elsewhere.

#### ARTICLE V -- UNION STATUS AND RIGHTS

- 1) Right of Organization: Employees shall have the right to join and participate in the Union for the purpose of this Contract.
- 2) Right of Representation: Employees shall have the right to be represented by the Union to negotiate collectively with the Town in the determination of their wages, hours and terms and conditions of employment and the administration of grievances.
- 3) Non-Discrimination: The Town and the Union will not discriminate against any employee with respect to wages, hours or terms and conditions of employment by reason of race, creed, color, national origin, age, sex or marital status except as such conditions may constitute a bona fide occupational or assignment qualification.
- 4) Dues Deduction: The Town agrees to deduct from the salaries of the employees a full and part-time membership dues for the Union from said employees who voluntarily and individually authorize the Town to deduct and to transmit to the Union the monies so deducted. Employee authorizations shall be in writing and in a manner consistent with the Law.

Deductions shall be made uniformly and consistently on the last payday of the month. Funds thus collected shall be transmitted to the Treasurer of the Amalgamated Industrial Union Local 76B and Its Divisions, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, 150-47 Hillside Avenue, Jamaica, New York 11432.

Deductions authorized by any employee shall continue as so authorized, unless, and until such employee notifies the Town of their desire to discontinue or to change such authorization in writing. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Town in triplicate. One copy shall be forwarded to the Treasurer of the Union by the Town. One copy shall be sent to the employee after receipt is noted, and one copy shall be retained by the Town.

The Union assumes responsibility for the disposition of such funds, so deducted once they are turned over to the Union.

#### ARTICLE VI – UNION TIME

1) A duly authorized Representative of the Union shall be permitted to transact official Union Business directly related to the administration of this Agreement, and on Town property during the workday, but at a reasonable time and in a reasonable manner that shall not interfere with or interrupt work or the individual duties and responsibilities of such Representative as Town employees.

2) The Union shall certify to the Town the names of Authorized Representatives and the Staff Field Representatives in the area in which their representation is effective.

3) - When Union Representatives meet by agreement with a Town Representative during the work day, such meeting shall be without loss of pay.

4) Subject to reasonable rules with respect to security, safety and operating requirements, Representatives of the Union may be granted access to working areas in Town facilities during the working hours in such areas of employment covered by this Agreement, for the purpose of observing whether the terms of this Agreement are being maintained.

5) The Union shall have the right to post notices of its legitimate activities on Union bulletin boards, provided by the Town in the Town Shed. No communication posted or mailed shall tend to impugn the good name, justly or unjustly, of any person, organization or group.

#### ARTICLE VII – WORKWEEK -- WORKDAY

The scheduling of the hours to be worked, the starting and quitting time, lunch periods, compensatory time and other details of the work week shall be the prerogative of the governing body of the Town or the Town Highway Superintendent, so long as they do not violate any existing Federal or State Law.

#### ARTICLE VIII – EMPLOYEE BENEFITS

1) Holidays with Pay: The following days shall be considered holidays with pay:

(a) For all full-time employees who have been on the Town payroll for the previous thirty (30) consecutive days, who work the last scheduled working day prior to and the first scheduled working day after any of the following eleven (11) holidays, shall receive their regular pay for those eleven (11) days, subject to the following conditions as outlined in "c", "d", "e", "f", "g", "h" below:

(b) The eleven (11) holidays referred to above are as follows:

NEW YEAR'S DAY	COLUMBUS DAY
WASHINGTON'S BIRTHDAY	ELECTION DAY
MEMORIAL DAY	VETERAN'S DAY
JULY 4TH	THANKSGIVING DAY
LABOR DAY	CHRISTMAS DAY

The first day of the Deer Season is also a Holiday, except when said first day of the Deer Season falls on a Snow Day; then another day off shall be scheduled to replace the first day of the Deer Season.

(c) In the event an employee is required to work on a holiday, said employee shall receive time and one-half (1 1/2) his regular rate of pay.

(d) Absences on the last scheduled working day prior to the holiday and the first working day after the holiday will be excused provided the employees present a reason satisfactory to the Highway Superintendent.

(e) Employees who have been requested to report for essential work on a holiday, who have accepted the assignment and who then fail to report without a satisfactory reason to perform such work, shall not receive holiday pay.

(f) In applying this procedure, when any of the above enumerated holidays fall on a Saturday or Sunday and the State of Federal Government observes another day, it shall be the policy of the Town to do likewise, except as otherwise stated in the Agreement.

(g) When one of the above mentioned holidays falls within the regular scheduled vacation period of any employee who is eligible to receive such holiday pay and he is absent from work because of such approved vacation, he shall receive a day off or pay for that day above set forth at his regular rate of pay.

(h) All holidays falling on a Saturday shall be taken on Friday, and all holidays falling on a Sunday shall be taken on Monday.

2) Vacation with Pay: The following vacation plan shall be implemented:

- (a) After one (1) year of continuous employment -- Five (5) working days;
- (b) After four (4) years of continuous employment -- Ten (10) working days;
- (c) After ten (10) years of continuous employment -- Fifteen (15) working days;

(d) There shall be two (2) eligibility days, January 1st and July 1st in each year of this Agreement, on which days employees may qualify for vacation pay allowance as hereinafter provided.

(e) To be eligible to receive a vacation, an employee must have worked at least sixty (60%) percent of pay periods during the year to the applicable eligibility rate of the particular vacation year. Less than sixty (60%) percent of the pay periods will be pro-rated at one-twelfth (1/12) the allowable vacation time period.

(f) Employees who quit without cause or are discharged for cause prior to the eligibility date for that particular vacation year shall not be eligible for a vacation allowance. Employees giving two (2) weeks notice to the Town Board in writing will be granted vacation time at the rate of one-twelfth (1/12) the allowable time per month.

(g) Employees who retire, or the estate of those employees who may die, shall receive a vacation allowance based on the time he is in service at the rate of one-fifty-second (1/52) of his applicable vacation pay for each week in which he worked within the year prior to the applicable eligibility date of the particular vacation year, provided they meet the provisions of paragraph "f" above.

(h) Vacations: Scheduling of vacations shall be the function of the Town through the Town Highway Superintendent. Vacation time shall be scheduled April 1 through October 31. Vacation time may be scheduled in the month of November. In the event it should snow during the November vacation days, the Employee shall report to work at the regular time compensation.

(i) Highway Employees will have the option to work one week of their vacation time for one extra week of pay, to be paid on the last pay period of the year.

3) Sick Leave: Employees shall be granted twelve (12) sick days leave per year accumulative to ninety (90) days. Employees shall be required to call in to notify the Town of his or her illness and absence before the work day commences, if physically possible. The Town <sup>shall</sup> ~~may~~ require a Doctor's Certificate for any absence in excess of three (3) days.

New full-time employees (hired after January 1, 1993) shall be granted five (5) sick days per year with an additional day added each year of continuous employment until a maximum of twelve (12) sick days received.

4) Personal Leave: Personal leave is leave with pay for personal business. All employees shall be entitled to three (3) days personal leave per year. Personal leave will not be accumulative from year to year, nor is it intended for use in conjunction with



vacation, holidays, or supplemental time. Personal Leave is to be taken with Departmental approval so as not to interfere with proper operations of Government, or of the Town Highway Department.

New full-time employees (hired after January 1, 1993) shall be entitled to one (1) personal day during the year. After three (3) years of continuous employment, he shall be entitled to two (2) personal days per year, and after five (5) years of continuous employment, he shall be entitled to the maximum of three (3) personal days per year.

5) **Bereavement:** All employees shall be entitled to three (3) days paid bereavement leave for death, per occurrence, as occurring in the immediate family of the employee, such as: Spouse, Father, Mother, Sister, Brother, Children. Bereavement leave shall not be accumulative.

6) **Health Insurance:** The Town will provide Health Insurance to the present employees of the Town Highway Department, and for his dependents. One hundred (100%) percent of the cost will be paid by the Employer for the State-wide plan of the New York State Employees Health Insurance Program.

New full time employees (hired after January 1, 1993) will be responsible for the cost of their dependents health insurance, effective January 1, 1993.

7) **Retirement:** The Town will continue its present participation in the New York State Employees Retirement System.

1. Employees not now in the Retirement System Plan and having properly signed papers of intention to participate in said Pension Plan will be placed on the Coordinated Escalator Retirement Plan, and will be required to make contributions as provided in the above mentioned State Plan.

#### ARTICLE IX – GRIEVANCE PROCEDURE

By mutual agreement, in writing, between the Town and the Union, steps within the grievance procedure may be by-passed.

1) **Employee Protection:** Nothing contained in the Agreement shall be construed to deny any employee of his rights under Section 15 of the New York Civil Right Law, or under applicable Civil Service Laws and Regulations.

2) **Formal Action:** An employee shall, at all times, on request be entitled to have present a Representative of the Union designated in accordance with this Agreement when he is being formally reprimanded for the record following an investigation. This does not include normal progress performance and an evaluation interviews or observations. All formal reprimands for any alleged infraction shall be made with due regard for individual privacy. When a request for representation is made,

no such formal action shall be taken with respect to the employee until there has been a reasonable opportunity, not to exceed one week, for such Representative to be present.

3) **Rules and Regulations:** Rules and Regulations governing the personal standards of conduct of employees shall be reasonable and uniform Town-wide.

4) **Rights to Representation:** Every employee shall have the right to present his grievance to the Town, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented at all stages thereof.

5) **Definitions:**

(a) A grievance is a claim made by an employee or group of employees on an issue arising from the terms and conditions of employment or any violation, misrepresentation or inequitable application of this Agreement.

(b) The term Supervisory Officer shall mean any Administrative or Supervisory Personnel responsible for the area in which the alleged grievance arises.

(c) The aggrieved party shall mean any person or group of persons in the negotiating unit filing a grievance.

(d) Party of interest shall mean any party named in a grievance who is not the aggrieved party.

(e) Grievance Committee is the Committee created and constituted by the Union.

(f) Town Committee is the Committee created and constituted by the Town.

(g) Town Representation is the party named in the Town authorized to render a decision.

6) **Procedures:**

(a) Except for informal decisions at Level 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefor. Each decision shall be promptly transmitted to the employee of his designated Agent within the time limits hereinafter specified.

(b) All reasonable efforts shall be made to avoid unreasonable interruptions of work schedules. Employees involved in any grievance procedure shall not be penalized by loss of pay or any leave credits.

(c) The Town and the Union agree to make available any and all material and relevant documents, other than communication and memorandum and records concerning the alleged grievance.

(d) Except when at Level 1, the aggrieved party and the party in interest shall have the right to all stages of grievance to confront and to cross-examine all witnesses called, to testify and to call witnesses on one's behalf and to be furnished with a copy of any minutes, at its own expense, made at each and every level of the grievance procedure.

(e) All documents and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

(f) The Clerk of the Town Board shall be responsible for the accumulation and maintenance of an official grievance record which shall consist of a written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony and all written decisions at all levels.

(g) The official grievance record shall be made available for inspection and/or copying by the aggrieved party, his representatives, administrators and the Town, but shall not be deemed as a public record.

(h) The employee or group of employees constituting a grievance shall have the right at all stages to proceed personally, or through the Union Representative, or through a Representative of his own choice. If the employee should not designate the Union to represent him, the Union shall have the right to be present at all stages of the procedures herein set forth and shall be entitled to a written copy of the decision mailed to the appropriate representative of the Union within five (5) days of such decision.

7) Time Limits:

(a) The time limits specified for either party may be extended by mutual agreement only.

(b) If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal shall be barred.

(c) Failure at any level of the grievance procedure to communicate a decision to the aggrieved party and/or his Representative within the specified time limit shall permit the lodging of an appeal at the next level of the procedure within the time that would have been allotted had the decision been communicated by the final day.

8) Levels:

Level I -- Supervisor Officer

(a) Within a period of five (5) working days after the occurrence of a grievance, any employee may discuss the matter informally with his Supervisory Officer in an attempt to settle the grievance.

(b) Alternately, the aggrieved party may submit his grievance to the Grievance Committee of the Union who, if determining the grievance to be a valid one, will present it in writing to the Supervisory Officer within the time limits as specified in "1-a."

(c) The Supervisory Officer shall inform the aggrieved party or his designated Representative, of his decision in writing within five (5) working days after the grievance was presented. A written decision shall not be necessary if the grievance has not been presented by the Grievance Committee.

#### Level II -- Committees

If the employee is not satisfied with the disposition of the matter by his Supervisor, he may within five (5) working days after the supervisory disposition, personally or on his behalf by an authorized Union Representative, present a detailed statement in writing of his grievance to the Town Supervisor. Within three (3) working days after the receipt of such statement, the matter will be reviewed by the Union Grievance Committee composed of not more than three (3) working days after the completion of such review, the Department head will advise the Union of its disposition of the matter.

#### Level III -- Town Representative

If the disposition is not satisfactory to the Union, it will so advise the Town through the Clerk of the Board within three (3) days thereof, in which event the matter will be presented to the Town Representative who will meet to discuss the issue further with the Grievance Committee of the Union.

#### Level IV -- Arbitration

In the event that such grievance is not then disposed of, it may be referred by either party to arbitration before an impartial Arbitrator to be mutually agreed upon by the parties. If an arbitrator cannot be agreed on, then arbitration shall proceed pursuant to Part 207 of the Rules of Procedure of the Public Employment Relations Board.

(a) The fees and expenses of the Arbitrator, if any, shall be borne equally by the parties. The Union and the Town shall bear the expenses of their respective witnesses and any other expenses they may incur.

(b) 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 the Agreement. Nothing herein shall be construed to allow the Arbitrator to usurp or otherwise derogate the power and authority given by Law to the Town.

#### ARTICLE X – COMPATIBILITY WITH LAW

This Agreement shall be construed so as to be compatible with all Federal, State and Local Laws, and the invalidity of any provisions of this Agreement by reason of any such existing Law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination by a Court of final jurisdiction (whether in a proceeding between the parties but controlling by reason of the facts) renders any portion of the Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of the Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included therein.

#### ARTICLE XI – EFFECTIVE DATE OF AGREEMENT

This Agreement shall become effective when properly accepted by the Town and the Union as evidenced by appropriate signatures appearing on the signature page hereof, as of January 1, 2001 to continue in full force and effect until December 31, 2003.

#### ARTICLE XII – TOWN RIGHTS AS AN EMPLOYER

The Town, entering into this Agreement, in no way either explicitly or implicitly, diminishes its relationship as Employer to its Employees, or the Town's rights and Employees' duties such relationship entails.

The Town retains all of its rights as an Employer, including but not limited to the right to assign work as required, including that which requires overtime, the right to supervise as required and the right to discipline where necessary, subject to the provision of this Agreement, the Civil Service Law of the State of New York and any other Federal, State or Local Law. The Town reserves the right to publish reasonable Rules & Regulations to be posted on the Bulletin Board.

#### ARTICLE XIII – PROHIBITION AGAINST STRIKES

Neither the Union nor the Employees it represents shall engage in any strikes against the Town, nor shall the Union cause, instigate, encourage or condone strikes. Resolution of all disputes arising from the Employer-Employee relationship between the Town and the Union shall be resolved in accordance with the provisions of this Agreement and the Taylor Law of the State of New York.

#### ARTICLE XIV – COMPENSATION

- 1) Work week shall consist of forty (40) hours.
- 2) Overtime: All highway employees shall receive time and one-half (1 1/2) pay for all time worked in excess of forty (40) hours per week.
- 3) Equal Distribution of Overtime: The Highway Superintendent shall make ever effort to see that overtime is equally distributed among bargaining unit employees.

4) The Highway Superintendent shall not work overtime or under emergency conditions unless he has at least one bargaining unit employee working with him.

#### ARTICLE XV -- PAYROLL

The payroll will be prepared every other Thursday. Checks will be distributed to each employee.

#### ARTICLE XVI -- UNIFORMS OR WORK CLOTHES

The Town agrees to set a one (1) time per year allowance of Fifty Dollars (\$50.00) toward the purchase of any style cover-all, OSHA colored T-shirts, gloves or work-related footwear. Reimbursement will be made after the employee submits proof of purchase for the above listed items.

#### ARTICLE XVII -- CALL OUT TIME

A minimum call out time of two (2) hours will be paid where the work requires less than two (2) hours.

#### ARTICLE XVIII -- LATENESS FOR WORK

- 1) The first disciplinary action for lateness shall be an oral reprimand from the Town Highway Superintendent.
- 2) Secondly, receive a written letter from the Town Highway Superintendent.
- 3) Have his pay reduced by one (1) hour.
- 4) If lateness continues, said employee shall be subject to discharge.

#### ARTICLE XIX -- WAGES

- 1) Effective January 1, 2001, all employees on the payroll covered by the Collective Bargaining Agreement shall receive an increase of thirty-seven cents (\$.37) over and above their then existing hourly rate of pay. (\$11.30 Per Hour)
- 2) Effective January 1, 2002, all employees on the payroll covered by the Collective Bargaining Agreement shall receive an increase of thirty-five cents (\$.35) over and above their then existing hourly rate of pay. (\$11.65 Per Hour)
- 3) Effective January 1, 2003, all employees on the payroll covered by the Collective Bargaining Agreement shall receive an increase of thirty-five cents (\$.35) over and above their then existing hourly rate of pay. (\$12.00 Per Hour)
- 4) New employees will be hired at \$1.00 less per hour than present rate, and after three (3) months will go to the present rate of pay.

#### ARTICLE XX -- SNOW PLOWS -- SANDERS

Snow plows shall be named by two (2) employees at all times.

Sanders will be manned by one (1) employee except when icy conditions prevail, then and under said icy conditions there shall be two (2) employees on Sanding

Equipment or whenever the sander is to be used during the period of November 1 to March 30.

**ARTICLE XXI – JURY DUTY**

Employees shall be eligible for Jury Duty. Said employees shall receive the difference between what they were paid for said Jury Duty and their then rate of pay. If employee is excused from Jury Duty, he then must report to work. In no case shall reimbursement be in excess of eight (8) hours per day, nor will total reimbursement be in excess of thirty (30) days.

**ARTICLE XXII – ILLUMINATIONS**

The Town agrees to place spotlights on sandpiles and equipment area.

**ARTICLE XXIII – LEGISLATIVE ACTION**

It is agreed by and between the parties hereto that any provisions of this Agreement requiring legislative action by the Town Board to permit its implementation by providing the additional funds therefor shall not become effective until such approval has been given.

DATED:

The Town of Kortright Highway Employees

The Town of Kortright

BY: Donald L. Hess

BY: Supervisor

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS, of the  
International Union of Electronic, Electrical,  
Salaried, Machine and Furniture  
Workers, AFL-CIO

BY: Harold H. H.

BY: Elmo DeSisto

BY: \_\_\_\_\_