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Contract Database Metadata Elements

Title: **Watson, Town of and Highway Department Unit, International Brotherhood of Teamsters (IBT), Teamsters Local 687 (1996)**

Employer Name: **Watson, Town of**

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

Local: **Teamsters Local 687**

Effective Date: **01/01/96**

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Watson, Town Of And lbt Local 687
(Highway Department Unit)

ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

TOWN OF WATSON

Star Route
Lowville, New York 13367

EFFECTIVE: 1/1/96

EXPIRATION: 12/31/98

PREAMBLE;

THIS AGREEMENT MADE THIS _____ DAY OF _____, 19, BY AND BETWEEN THE TOWN OF WATSON (HEREINAFTER CALLED THE EMPLOYER) AND TEAMSTERS LOCAL UNION NO. 687, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (HEREINAFTER CALLED THE UNION).

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department employees in work classifications covered by this Agreement for the purposes of collective bargaining.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

This Agreement shall be interpreted in a manner consistent with the law; provided, however, that if any provision of this Agreement, and/or any application of the Agreement to any employee or group of employees shall be found contrary to the law, then such a provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and/or applications, will continue in full force.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent all the employees in the bargaining unit whether or not they are members of the Union. Any employee who is not a member of the Union must, after sixty (60) days of employment, pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become a member of the Union.

3.2 When the Employer needs additional employees, the Union shall be given opportunity with all sources to suggest suitable applicants, but the Employer shall not be required to hire those referred by the Union. All applicants shall be residents of the Town of Watson.

3.3 A new employee may be discharged or disciplined in the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list in accordance with Article 6.

3.4 The Town agrees to deduct from pay checks and remit to the Union regular membership dues for the members of the Union who have signed authorization cards permitting such payroll deductions. It is also agreed to deduct such other deductions as agreed to in collective bargaining.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5: BULLETIN BOARDS

The Union is granted the privilege of using bulletin boards maintained on the premises and facilities of the Town. The board shall be used only for the following notices: recreational and social affairs of the Union, Union meetings, Union elections, reports of Union committees, rulings or policies of the Union. The posting of any other notices or communications shall require prior approval of the Town or its designee.

ARTICLE 6: SENIORITY

6.1 Seniority shall be defined as the total continuous service with the Town Highway Department in the classified service as defined by Civil Service Law. The principles of seniority shall prevail at all times. In case of layoff due to lack of work, employees shall be laid off in reverse order of seniority.

Seniority shall be broken only by:

- (a) voluntary quit
- (b) justified discharge
- (c) layoff of two (2) or more years.

6.2 After working sixty (60) days in accordance with Civil Service Law, a new employee shall be placed on the regular seniority list as of his first day of work. In case of discipline within the sixty (60) day period, the Employer shall notify the Union in writing.

6.3 The Employer shall furnish the Union a seniority list, upon request of the Union, not more often than once each calendar year.

ARTICLE 7: JOB STEWARD

7.1 The Employer recognizes the right of the Union to designate a Steward.

7.2 The authority of the steward so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances in accordance with provisions of Article 8 of this Agreement.
- (b) The transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

7.3 The Employer recognizes these limitations upon the authority of the steward and shall not hold the Union liable for any unauthorized acts.

ARTICLE 8: ARBITRATION AND GRIEVANCE PROCEDURE

8.1 In the event that any difference or dispute should arise between the Employer and the Union, or its members employed by the Employer, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

- (a) Between the aggrieved employee (with or without the steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then
- (b) Between the Union Business Agent and the Employer. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

8.2 **ARBITRATION:** If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for mediation and/or final and binding arbitration. In the event the losing party fails to abide by the arbitrator's decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse. Time limits at any step may be extended by mutual agreement of the parties.

ARTICLE 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefor. Such written notice shall also be given to the steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

9.2 Any employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

9.3 A discharged or suspended employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

ARTICLE 10: EXAMINATIONS

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for the time spent at the place of examination, or examinations, where the time spent by the employee exceeds two (2) hours and, in that case, only for those hours in excess of two (2) hours. Examinations are to be taken at the employee's home terminal and shall not exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees shall not be required to take examinations during their working hours, unless paid by the Employer.

ARTICLE 11: MUTUAL INTEREST

The Union, as well as the employee members thereof, shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 12: 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 13: NON-DISCRIMINATION CLAUSE

13.1 The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years of 40 and 70), nor will they limit, segregate or classify employees in any way to deprive any individual of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70).

13.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 14: DECLARATION OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it impose any obligation on said employees to conduct, assist or participate in a strike subject to Section 210, subdivision, Civil Service Law.

ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

15.1 The parties agree to conduct meetings for the purpose of collective bargaining during the period of one-hundred and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

15.2 The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget.

15.3 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employment Relations Board for mediation and/or factfinding.

ARTICLE 16: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified. All equipment which is refused shall be appropriately tagged, so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

ARTICLE 17: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

ARTICLE 18: HOLIDAYS

18.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day and Christmas Day, provided they meet all of the following eligibility rules:

(a) Each employee, upon forty-eight (48) hours prior notice, with the Highway Superintendent's approval shall be granted four (4) personal leave days per contract year. Personal leave shall not be cumulative from year to year and cannot be used in units of less than one (1) day at a time.

(b) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee receives workmen's compensation.

(c) Employees who have requested to work and do not report for work on the holiday are not eligible for holiday pay.

(d) Laid off and furloughed employees shall not be eligible for holiday pay.

18.2 Eligible employees shall receive eight (8) hours' pay for each holiday specified not worked at their regular straight time hourly wage rate.

18.3 Employees who work on a holiday shall receive time and one-half for hours actually worked. Employees eligible for holiday pay shall receive eight (8) hours off with pay for each named holiday.

18.4 When one of the above specified holidays falls within an eligible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holidays.

18.5 In applying the holiday pay procedure, when any of the specified holidays fall on Saturday, it shall be celebrated on the preceding Friday. When a specified holiday falls on Sunday it will be celebrated on the following Monday and shall be considered as a holiday for the purposes of this Section.

ARTICLE 19: VACATIONS

19.1 All regular employees who have been in the employ of the Employer for a period of one (1) year shall receive two (2) weeks' vacation with pay at the regular weekly rate of forty (40) hours.

19.2 All regular employees shall receive an additional day of paid vacation for each additional year of service up to a maximum of three (3) weeks for six (6) years.

19.3 All regular employees shall receive an additional one-half (1/2) day of paid vacation for each additional year of service after they have completed six (6) years of service with a maximum of four (4) weeks with sixteen (16) years of service.

19.4 Vacation choice shall be by seniority with the use of a vacation calendar filled out not later than April 1 of each year.

The first week of hunting season shall be the Town Barn vacation shutdown period. All employees shall be required to use vacation time during this week. The Town Barn may be shut down for an additional week upon mutual agreement between the Highway Superintendent and the shop steward.

ARTICLE 20: HEALTH AND HOSPITAL

20.1 Effective January 1, 1996, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund, the sum of One-Hundred-Nine Dollars (\$109.00) per week for each regular employee, but not to exceed the amount of One-Hundred-Nine Dollars (\$109.00) per week for the first year.

20.2 Effective January 1, 1997, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund, the sum of One-Hundred-Twenty Dollars (\$120.00) per week for each regular employee, but not to exceed the amount of One-Hundred-Twenty Dollars (\$120.00) per week for the second year.

20.3 Effective January 1, 1998, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund, the sum of One-Hundred-Thirty-Three Dollars (\$133.00) per week for each regular employee, but not to exceed the amount of One-Hundred-Thirty-Three Dollars (\$133.00) per week.

20.4 The Employer agrees to sign the standard participation agreement of the New York State Teamsters Council Health and Hospital Fund and by execution of this participation agreement it becomes an integral part of this labor agreement.

ARTICLE 21: PENSION AND RETIREMENT

It is agreed that the Employer will continue in effect and pay the full cost to the New York State Retirement Plan subject to state law requirements.

ARTICLE 22: FUNERAL LEAVE

22.1 In the event of a death in the immediate family of any employee, the Employer shall pay the employee not to exceed three (3) working days to attend the funeral services, it being understood that "immediate family" means only: father, mother, wife, husband, children, brothers or sisters of the employee.

22.2 In the event of the death of the member's grandparents and current-in-laws, one (1) day will be paid to attend the funeral services.

ARTICLE 23: WAGES AND HOURS OF WORK

23.1 The following shall be the classifications and wage rates to be paid:

	Effective	1/1/96	1/1/97	1/1/98
Equipment Operator		\$10.50	\$10.75	\$11.00
Auto Mechanic				
Driver				
M.E.O.				
Laborer		\$10.15	\$10.40	\$10.65

Newly hired employees shall receive fifty cents (\$.50) less per hour for the first sixty (60) days of employment.

23.2 The normal work week of the employees covered by this Agreement shall be five (5) eight (8) hour days, Monday through Friday, inclusive, for a normal forty (40) hour work week. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half times (1 1/2) the hourly rate. The normal scheduled working hours shall be 7:00 AM to 3:30 PM. From the start of the first full week in June to the third week of September, a

four (4) ten (10) hour day work week may be instituted by mutual agreement of the Town Board and the Employees.

23.3 Sick leave shall be granted to all regular employees at the rate of one (1) day per month with an accumulation of ninety (90) days. Employees absent from work due to illness or injury, will notify the Employer as early as possible but no later than the beginning of the normal scheduled start time. Employees absent three (3) consecutive work days may be required to furnish a Doctor's excuse.

23.4 The Employer must give all employees being laid off two (2) weeks' notice, or two (2) weeks' pay, after the employee has been continuously employed for a period of ninety (90) days or more, except in case of an emergency such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

23.5 All federally or state funded employees such as CETA shall not be used for any purpose other than general labor (not to be used as equipment operators or truck drivers, except for instructional purposes) and shall not replace or displace a regular employee.

23.6 All sanding call-outs not in conjunction with plowing shall be on a rotating basis starting at the top of the seniority list. All plowing routes shall be assigned at the start of the plowing season by mutual agreement of Highway Superintendent and the Shop Steward.

23.7 Non-working paid for time shall not be used in the computation of overtime or premium time.

23.8 Overtime earned from October 1, to April 30 may be accumulated as compensatory time at overtime rates up to a maximum of eighty (80) hours (one-hundred-twenty (120) straight time hours). Overtime worked May 1 through September 30 shall be paid as earned by the employee unless different arrangements are made with the Highway Superintendent.

ARTICLE 24: CREDIT UNION

The Employer agrees to deduct from the pay of each employee who so designates, an amount to be remitted to the Credit Union with the following conditions:

(a) The Employer will not deduct less than once per pay period.

(b) The Employer's obligation under this Agreement shall be limited to payroll deduction and remittance to the Credit Union.

(c) Changes, other than terminations, shall not be permitted other than twice per year in January and July of each calendar year.

ARTICLE 25: MANAGEMENT RIGHTS

Subject only to the limitations set forth in this Agreement, the Town's right to direct the work force shall be unimpaired. These rights shall include, but not be limited to, the right to decide the number and location of its operations, services rendered, and the methods, procedures, and means used in the operation of its services, and the control of the buildings, real estate, materials and all equipment which may be used in operating or supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the right to hire, layoff, assign, transfer, promote, discipline, discharge, or suspend; and to take whatever action may be necessary to carry out the mission of the Town concerned in accordance with the law.

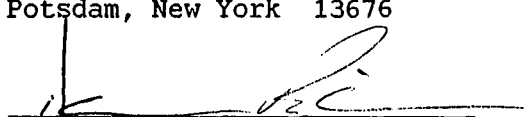
ARTICLE 26: DURATION AND RE-OPENING OF AGREEMENT

This Agreement shall continue in full force and effect from the 1st day of January 1996 to and including the 31st day of December, 1998 and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party, by giving one-hundred-twenty (120) days notice in writing to the other party prior to any termination date.

Upon mutual agreement of the parties hereto, the contract may be reopened for the purpose of resolving issues that were not in evidence at the time of negotiations.

IN WITNESS WHEREOF WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS
_____ DAY OF _____, 19__.

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York 13676


Business Agent

TOWN OF WATSON
Star Route
Lowville, New York 13367


Supervisor