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

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Pierrepont, Town Of And lbt Local
687 (Highway Dept Unit)

ARTICLES OF AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687

14 ELM STREET
POTSDAM, NEW YORK 13676

and

TOWN OF PIERREPONT

RT 4 BOX 162A
CANTON, NEW YORK

EFFECTIVE: 1/1/97

EXPIRATION: 12/31/99

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PREAMBLE

This agreement made this ____ day of _____, 19__ by and between the TOWN OF PIERREPONT (hereinafter called the "Employer") and TEAMSTERS LOCAL 687, affiliated with the International Brotherhood of Teamsters (hereinafter called the "Union").

ARTICLE 1: RECOGNITION AND SCOPE

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

ARTICLE 2: SAVING AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such Tribunal, pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it has been restrained, shall not be affected thereby. In the event any Article or Section is held invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for Article or section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

The Union agrees to represent all employees in the bargaining unit. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the said deductions to the Union no later than the 10th of the following month.

An employee within the probationary period, part-time or seasonal, as defined in Article 7, may be discharged or disciplined in the sole discretion of the Employer, without recourse to the grievance or arbitration procedure, up to the time said employee has been placed on the seniority list.

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, observing working conditions, and ascertaining that the agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule by the Union's request. All such visitation shall be upon reasonable verbal notice to the Highway Superintendent.

ARTICLE 5: MANAGEMENT RIGHTS

The right to hire, promote, discharge, layoff, or discipline for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, management reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safety, orderly and efficient operation of its services to the public.

In addition, the schedule of operations methods, processes and means of operating are recognized by the Union as being the sole and exclusive responsibility of the management, provided that by doing so no other specific Articles of this contract are violated.

ARTICLE 6: BULLETIN BOARDS

The Employer agrees to provide a bulletin board and to permit the Union to post notices and other material pertaining to the official business of the Union at such location and such size as determined by the Employer.

ARTICLE 7: SENIORITY

The principles of seniority shall prevail at all times. In case of layoff due to a lack of work, employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee.

After working six (6) months, a new employee shall be placed on the regular seniority list as of his first day of work. In the case of discipline within the six (6) month period, The Employer shall notify the Union in writing. In case of discipline within the six (6) months the Employee shall have no rights under Article 9 & 10.

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

If an employee is hired as a part time or seasonal employee and if offered and accepts employment on a full time basis by the Employer, The Employer shall count as the probationary period the time of his employment; and any of the following statuses: part-time, temporary, or seasonal, and shall place him on the seniority list when the six (6) months completed from the earliest date he began employment with the Employer, provided, however, that there is no break in service by said employee.

Overtime shall be divided equally between the men who are qualified according to seniority. The Highway Superintendent is to keep a record showing overtime, vacation, and personal days taken.

ARTICLE 8: JOB STEWARD

The Employer recognizes the right of the union to designate a Shop Steward and the Union shall notify the Employer of the designate in writing.

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

- a) The investigation and the presentation of grievances in accordance with the provisions 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.

The Employer recognizes the limitations upon the authority of Job Stewards.

The Stewards shall not be laid off or discharged without notifying the Union Business Agent in writing.

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 A grievance shall be the matter involving the interpretation or application of this contract and shall be subject to the following procedure:

STEP 1: A grievance shall first be raised orally by the employee with or without the Union representative, to the Town of Pierrepont Highway Superintendent. A review of the grievance shall be held and a reply given five (5) work days from the time of its initial presentation.

STEP 2: Any grievance unresolved in step 1 shall be reduced to writing, signed by the employee or his Union representative, and submitted to the Town of Pierrepont Highway Superintendent. Within ten (10) working days following the receipt of the written grievance, the Employer shall reply in writing to the aggrieved employee and Union representative.

STEP 3: ARBITRATION: If any grievance or dispute cannot be satisfactorily settled in step 2, then the grievance shall be submitted by either party to the New York State Board of Mediation. The arbitrator shall hear the case, the parties shall have the right to have a transcript made of the hearing. The cost of the transcript shall be borne by the parties. The arbitrators decision shall be binding upon the parties, but either party shall have legal recourse available under the laws of the State of New York for a review of the arbitrators decision (Step 3 is NOT for Collective Bargaining Negotiations).

9.2 If it is mutually agreed by the parties of this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

9.3 Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change or alter any terms of this agreement. In the event that he does, such decision shall not be binding upon either party.

ARTICLE 10: DISCIPLINARY ACTION

No employee having gained seniority shall be suspended or discharged without just cause.

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.

Employee tardiness three (3) times, without justifiable excuse, after warning, shall be deemed just cause.

ARTICLE 11: LEAVE OF ABSENCE

Leaves of absence from the bargaining unit may be granted at the discretion of the Employer for not more than six (6) months, and when so granted, the Employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing, stating the reason for leave to the Employer, and the granting of such leaves of absence must be in writing.

ARTICLE 12: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

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.

In the event there is any submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties hereto.

ARTICLE 13: HOLIDAYS

13.1 Employees shall be paid, as hereinafter provided for New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day, provided they meet all of the following eligibility rules:

a) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday in order to be eligible for the holiday, unless such absence is recognized by the Employer as a legal absence. Employees may be able to take vacation time the day before or the day after a holiday with approval of the Highway Superintendent or Supervisor.

b) Laid off employees shall not be eligible for holiday pay.

13.2 Employees on the seniority list shall receive eight (8) hours' pay for each holiday specified not worked at the regular straight time hourly wage rate when working a normal five (5) eight (8) hour day week. When working four (4) ten (10) hour day week scheduled employees shall receive ten (10) hours' pay for each holiday specified, or personal time.

13.3 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 have an additional day of vacation at the Employer's discretion.

13.4 In applying the holiday pay procedure, when any of the above specified holidays fall on Sunday and the day following is observed as the holiday by the Federal government, such day shall be considered as the holiday for the purposes of this section.

ARTICLE 14: VACATIONS

14.1 All employees on the seniority list who have been in the employment of the Employer for a period of one (1) year from the date that he has been placed on the seniority list shall receive one (1) week's vacation pay at the regular weekly rate of forty (40) hours.

14.2 All employees on the seniority list who have been in the employment of the Employer for a period of three (3) years from the date that he has been placed on the seniority list shall receive two (2) week's vacation pay at the regular weekly rate of forty (40) hours.

14.3 All employees on the seniority list who have been in the employment of the Employer for a period of ten (10) years or more from the date that he has been placed on the seniority list shall receive three (3) week's vacation pay at the regular weekly rate of forty (40) hours.

14.4 Vacation period shall be January 1 to December 31. A vacation calendar will be furnished by the Employer and shall be completed by the employees prior to March 15th of the year in which vacations are to be taken. Vacations shall be selected on the basis of seniority. An employee may request a change in his vacation schedule so long as such change does not interfere with the Employer's operations, and, if both of the conditions set forth above are met, and the change is mutually agreed upon by all parties, such vacation change will be permitted. In the event such vacation change is requested, it must be made more than one (1) week before the original vacation would have been effective.

ARTICLE 15: NON-DISCRIMINATION CLAUSE

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), marital status, Vietnam era and/or disabled Veterans or handicapped persons, nor will they limit, segregate or classify employees in any way to deprive an individual of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70), marital status, Vietnam era and/or disabled veterans or handicapped persons.

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 16: SICK TIME/PERSONAL TIME

16.1 Each employee shall be entitled to three (3) personal days of twenty-four (24) hours per year of either eight (8) hours or ten (10) hours depending on employees schedule. Employees must notify the Highway Superintendent they are going to take personal time twenty four hours in advance. Personal time shall not be used as vacation time.

Notwithstanding the foregoing, emergency personal business may be taken with only one (1) hour's notice before the beginning of the shift. However, the employer reserves the right to be informed of the general reason for the need to take such emergency personal time.

16.2 Each employee shall be entitled to four (4) sick days thirty two (32) hours per year of either eight (8) hours or ten (10) hours depending on employees schedule.

16.3 Employees may use sick or personal time in blocks of two-hours minimum. the employer may require a physician's statement if an employee is out sick more than three (3) consecutive days.

16.4 Employees may accumulate a maximum of thirty (30) sick days total. Personal time will not be accumulated; however, any unused personal time will be converted to sick time on January 1 of each year.

ARTICLE 17: FUNERAL LEAVE

17.1 In the event of a death in the immediate family of any employee, the Employer shall 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, stepchildren, brothers, sisters, mother-in-law, father-in-law and grandchildren of each employee.

17.2 In the event of the death of a member's grandparents and current in-laws, other than mother-in-law and father-in-law, one (1) day will be paid to attend the funeral services.

ARTICLE 18: HEALTH AND HOSPITAL

18.1 Effective January 1st, 1997, the employer agrees to contribute the sum of \$48.00 per week for each employee with single coverage; \$85.00 per week for each employee with 2-person coverage; \$136.00 per week for each employee with family coverage on an annual basis for all regular employees to the New York State Teamsters Council Health and Hospital Fund.

Effective January 1st, 1998, the employer agrees to contribute the sum of \$53.00 per week for each employee with single coverage; \$94.00 per week for each employee with 2-person coverage; \$151.00 per week for each employee with family coverage on an annual basis for all regular employees to the New York State Teamsters Council Health and Hospital Fund.

Effective January 1st, 1999, the employer agrees to contribute the sum of \$56.00 per week for each employee with single coverage; \$100.00 per week for each employee with 2-person coverage; \$160.00 per week for each employee with family coverage on an annual basis for all regular employees to the New York State Teamsters Council Health and Hospital Fund.

18.2 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 agreement it becomes an integral part of this labor agreement.

ARTICLE 19: RETIREMENT

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

The Employer will continue to provide Worker's Compensation Insurance.

ARTICLE 20: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the street 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 because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

ARTICLE 21: 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 operating 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 whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 22: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the laws of the State of New York.

ARTICLE 23: JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular weekly earnings. In order to qualify for any payment by the Employer, employees must work at their assigned jobs on any regularly scheduled work day, or days, during the herein referred to jury leave period that they are not required to report for jury duty.

ARTICLE 24: UNIFORMS/SHOE ALLOWANCE

The Town will continue to furnish uniforms at no cost to the employees.

There shall be a shoe allowance of fifty (\$50.00) dollars per contract year per man, which shall be paid when a bona fide receipt is turned into the Employer.

ARTICLE 25: LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action permits 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 26: WAGES AND HOURS OF WORK

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

	EFFECTIVE 1/01/97	EFFECTIVE 1/01/98	EFFECTIVE 1/01/99
Working Foreman	\$12.86	\$13.23	\$13.61
M. E. O.	\$12.36	\$12.73	\$13.11
Probationary	Probationary employees shall be paid \$2.00 per hour less than M. E. O.		

26.2 The employees shall guaranteed a minimum of forty (40) hours for a work week. The normal work week from November 1 through May 1 shall be five (5) eight (8) hour days, Monday through Friday, inclusive for a normal forty (40) hour work week. The normal work week from May 1 through October 31 will be four (4) consecutive nine (9) hour days Monday through Thursday with a start time on 6:30 a.m. and an end time of 4:00 p.m. and on Friday a start time of 6:30 a.m. and an end time of 10:30 a.m.. All hours worked in excess of eight (8) hours per day during the winter schedule and/or forty (40) will be paid at the rate of time and one-half (1 1/2) the hourly rate.

26.3 The Employer must give all employees being laid off one (1) week's notice or one (1) week's 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.

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

26.5 All vacancies shall be filled from within the unit first, but in the event it is not, the Employer shall fill the vacancy from outside.

26.6 Employees shall be guaranteed at least two (2) hours pay for all call-in overtime work.

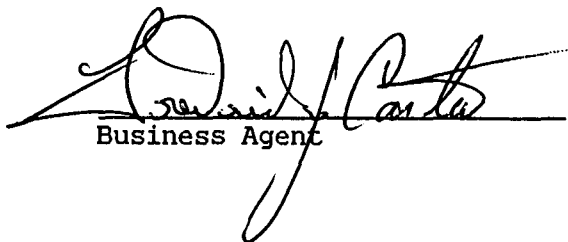
ARTICLE 27: DURATION AND REOPENING OF AGREEMENT

This Agreement shall continue in full force and effect from the first day of January, 1997 to and including the 31st day of December, 1999 and thereafter from year to year unless altered after 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.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 10
day of Jan, 1997

Teamsters Local 687
14 Elm Street
Potsdam, New York 13676

Town of Pierrepont
Box 162A Rt. 4
Canton, New York 13617


Business Agent


Supervisor