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Contract Database Metadata Elements

Title: **Colton, Town of and Colton Highway Department Unit, International Brotherhood of Teamsters (IBT), Teamsters Local 687 (1998)**

Employer Name: **Colton, Town of**

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

Local: **Teamsters Local 687**

Effective Date: **01/01/98**

Expiration Date: **12/31/00**

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Colton, Town Of And Ibt Local 687
(Colton Highway Dept Unit)

1347 TO
2949U BC

ORIGINAL

ARTICLES OF AGREEMENT

By and Between

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York - 13676

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

JUL 19 1999

CONCILIATION



and

TOWN OF COLTON
P.O. Box 6
Colton, New York - 13625

EFFECTIVE: 1/01/98

EXPIRATION: 12/31/2000

PREAMBLE:

This Agreement made this _____ day of _____ 19_____, by and between the TOWN OF COLTON, New York (hereinafter called the Employer) and TEAMSTERS LOCAL UNION 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 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

If in 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 as application of such Article or Section to persons or circumstances other than those to which it has been held invalid, or to which compliance with or enforcement of 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 into immediate collective bargaining negotiations, upon request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE 3: UNION SECURITY

3.1 The Union agrees to represent all 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 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 men, the Union shall be given equal opportunity with all sources to provide 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 Colton.

3.3 A new employee may be discharged or disciplined in the sole discretion of the Employer, 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 Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which the deductions are made.

3.5 In the event that the current laws are repealed or modified so as to permit greater Union security that is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

No provisions of this Article shall apply in any state to the extent that it may be prohibited by State LAW. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents 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 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.

ARTICLE 6: SENIORITY

6.1 The principles of seniority shall prevail at all times. In the case of layoff due to 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.

6.2 After working one hundred and eighty (180) days, 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 one hundred and eighty (180) day period, the Employer shall notify the Union in writing.

6.3 The Employer shall furnish the Union a seniority list, upon the request of the Union, not more than once every calender 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 the 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 final and binding decision. In the event the losing party fails to abide by the arbitrator's decision, or either party fails to abide by 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.

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 an employee, The Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. 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.

9.4 Should it be proved that an injustice has been done a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure set forth in this Agreement.

ARTICLE 10: EXAMINATIONS

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with 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 therefore, 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), 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.

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 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 assist in or participate in any such strike by the Employees, nor will it impose any obligation on said employees to conduct, assist or participate in a strike.

ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

15.1 The parties agree to conduct meetings for the purpose of collective bargaining during the period of time from July 1 through the 60th day prior to the date of the vote on the annual budget.

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 Employees Relations Board for mediation and/or factfinding. In the event the unresolved issues are not settled by mediation and/or factfinding, such issues shall be submitted to a Public Employees Relations Board arbitrator for a final and binding decision.

ARTICLE 16: 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 17: HOLIDAYS

17.1 Employees shall be paid, as hereinafter provided for New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, The day after Thanksgiving 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, unless absent because of an industrial accident for which the employee received Workmen's compensation.
- B) Employees who have been requested to work and do not report for work on the holiday are not eligible for holiday pay.
- C) Laid off and furloughed employees shall not be eligible for holiday pay.

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

17.3 Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one half for the hours actually worked except on Christmas Day when they will receive double (2) times for the hours actually worked.

17.4 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 holiday.

17.5 In applying the holiday pay procedure, when any of the specified holidays fall on Sunday and the following day is observed as the holiday by the State or Federal Governments, such day shall be considered as the holiday for the purposes of this Section.

ARTICLE 18: VACATIONS

18.1 All steady employees who have been in the Employ of the Employer for a period of one (1) year shall receive one (1) week's vacation with pay at the regular weekly rate of forty (40) hours.

All new hires after 1/1/97 will receive vacation time concurrent with their anniversary date.

18.2 All steady employees who have been in the Employ of the Employer for a period of three (3) years shall receive two (2) week's vacation with pay at the regular weekly rate of forty (40) hours.

18.3 All steady employees who have been in the Employ of the Employer for a period of nine (9) years shall receive three (3) week's vacation with pay at the regular weekly rate of forty (40) hours.

18.4 All steady employees who have been in the Employ of the Employer for a period of fifteen (15) years shall receive four (4) week's vacation with pay at the regular weekly rate of forty (40) hours.

18.5 All steady employees who have been in the Employ of the Employer for a period of twenty four (24) years shall receive five (5) week's vacation with pay at the regular weekly rate of forty (40) hours.

ARTICLE 19: HEALTH AND HOSPITAL

19.1 Effective January 1, 1997, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital fund the sum per Appendix A, B, and C for the years 1998, 1999, 2000 for each full time MEO employee and for each casual MEO employee. If the family status changes, the employee may change election, at the time of the change -- i.e. if the employee should marry, divorce, birth a child, death of a spouse.

19.2 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 participation agreement it becomes an integral part of this labor agreement.

ARTICLE 20: PENSION AND RETIREMENT

20.1 It is agreed that the Employer will continue in effect and pay the full cost to the New York State Retirement Plan. Effective January 1, 1991, the Town agreed to adopt through a resolution the 75g and 75i plans for the employees entitled to these plans.

20.2 Upon the retirement of a regular employee from the service of the Town of Colton and provided the employee has worked fifteen (15) years or more, and is receiving New York State Retirement or Social Security, the Employer shall contribute Two Hundred Fifty (\$250.00) Dollars per month to the retiree for insurance coverage. The purchase of said insurance is the sole responsibility of the retiree. To receive this payment the retiree must submit a copy of the bill from the insurance carrier to the Town. The retiree will continue to receive this payment until he is eligible for Medicare or until he dies, whichever occurs first.

ARTICLE 21: FUNERAL LEAVE

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 is understood that the last paid day shall be the day of the funeral. Immediate family means only father, mother, wife, husband, children, step children and brothers and sisters and current mother-in-law and father-in-law and grandchildren of the

employee. The employee may be requested to provide proof of death of a member of the immediate family.

In the event of the death of an employee's grandparents and current in-laws, one day will be paid to attend the funeral services. The employee may be requested to provide proof of death of a grand parent or in-law.

ARTICLE 22: WAGES AND HOURS OF WORK

22.1 The following shall be the classifications and the wages rates to be paid:

	Effective 1/1/1998	1/1/1999	Effective 1/1/2000
M. E. O.	\$14.84	\$15.18	\$15.52
Laborer	\$14.59	\$14.93	\$15.27

Newly hired employees will receive 70% of the hourly rate for the first year. On his first anniversary date he will receive 80% of the hourly rate for the second year; on his second anniversary date he will receive 90% of the hourly rate for the third year; and the full hourly rate beginning the fourth year of employment.

22.2 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 the eight (8) hours per day and forty (40) hours per week shall be paid at the rate of one and one half (1 1/2) the hourly rate. The normal scheduled working hours shall be 7:00 A. M. to 3:30 P. M.

22.3 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 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.

22.4 Any employee off work because of illness or off-the-job injury shall be paid for such time lost up to a maximum of five (5) days at his regular daily rate of pay. Sick leave may be accumulated up to thirty (30) days if not used in the current year, with a doctor's certificate for any sickness of three (3) or more days.

22.5 Every employee shall be entitled to two (2) personal business days per year. An employee will normally be required to give the Employer forty eight (48) hours' notice of his desire to take personal business time and such requests will not be unreasonably denied.

Notwithstanding the foregoing, emergency personal business time may be taken with only one (1) hours' 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.

22.6 Equipment on overtime - the man who is assigned to the equipment should be called in first.

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

22.8 Starting in the fiscal year of 1988, the Highway Superintendent will select a "Working Foreman" from his highway work force. The "working Foreman" will lead and participate in the work of the highway crew. He will also do related work as required. The "Working Foreman" will be compensated the regular hourly rate plus \$.30 per hour for all hours paid.

22.9 Employees required to have Commercial Drivers License shall be reimbursed for one half (1/2) of cost of said licence and fees by the Employer.

All new employees hired after 1/1/97 will be required after six months to get the necessary CDL (Commercial Drivers License). The Town has agreed to furnish the necessary equipment for the employee to be road tested, it is the responsibility of the employee to get the necessary permits and test in order to be qualified to get a CDL.

ARTICLE 23: SAFETY SHOES

If the employee purchases safety shoes through the Town's vendor/supplier, he will be reimbursed sixty (\$60.00) dollars a year toward the purchase of the safety shoes.

If the employee does not order through the Town's vendor/supplier, the employee may purchase the safety shoes at a place of his option and will be paid fifty (\$50.00) dollars toward the purchase of safety shoes.

ARTICLE 24: DURATION AND RE-OPENING OF AGREEMENT

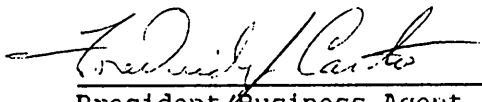
This Agreement shall continue in full force and effect from the 1st day of January, 1998 to and including the 31st day of December, 2000 and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party, by giving one hundred twenty (120) days notice in writing to the other party prior to any termination date.

IN WITNESS WHEREOF WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS

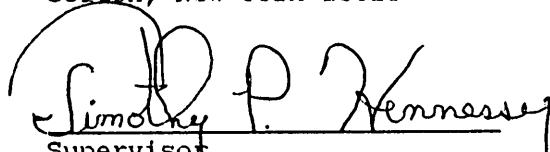
31 DAY OF Dec., 1997

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York 13676

TOWN OF COLTON
P.O. Box 6
Colton, New York 13625



President/Business Agent



Supervisor