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**Contract Database Metadata Elements**

Title: **Bombay, Town of and International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT), Local 687 (2006)**

Employer Name: **Bombay, Town of**

Union: **International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (IBT)**

Local: **687**

Effective Date: **01/01/06**

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BC | 7880

ORIGINAL

AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687  
14 ELM STREET  
POTSDAM, NEW YORK 13676

AND

THE TOWN OF BOMBAY  
CR 24  
BOMBAY, NEW YORK 12914

**RECEIVED**

JUL 07 2008

EFFECTIVE 1/1/06

TERMINATION 12/31/08

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

2

PREAMBLE:

This Agreement made this 16 day of NOV. 2005, by and between the TOWN OF BOMBAY (hereinafter called the "Employer") and 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

For the purpose of collective bargaining, the Employer recognizes the Union as the exclusive negotiating representative for all full-time Motor Equipment Operators. All other employees, including all part-time, casual, and substitute employees are excluded from this Agreement; however, should the Employer hire excluded from this Agreement, however, should the Employer hire full-time Laborers, they will be included in this Agreement.

ARTICLE 2 - UNION SECURITY

2.1 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 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.

2.2 The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit same to the Union not later than thirty (30) days after deductions were made.

2.3 The Employer agrees to provide a bulletin board and to permit the Union to post notices and other materials pertaining to the official business of the Union.

2.4 The Employer agrees not to enter into any agreement or contract with his employees recognized by this contract, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such Agreement shall be null and void.

ARTICLE 3 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment only with the permission of the Superintendent of Highways or the Supervisor 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 not interruption of the Employer's working schedule.

ARTICLE 4 - MANAGEMENT RIGHTS

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, the schedule of operations, the methods, processes and means of operating are solely and exclusively the responsibility of management.

## ARTICLE 5 - STEWARDS

5.1 The Employer recognizes the right of the Union to designate a steward.

5.2 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 grievance article.  
(ARTICLE 7)
- b) The transmission of such message 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.

## ARTICLE 6 - SENIORITY

6.1 A new employee may be discharged or disciplined at 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.

6.2 After working ninety (90) days a new employee shall be placed on the seniority list as of his first day of full-time employment with the Town.

6.3 In 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. Call back of employees shall be by seniority. An employee to be considered available, must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

## ARTICLE 7 - GRIEVANCE PROCEDURES

In the event that any difference of dispute should arise between an employee and the Employer over the application and interpretation of the terms of this Agreement, and earnest effort will be made to settle such differences immediately and in the following manner:

1. Informal discussion - An aggrieved employee must first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee.

2. Formal grievance procedure - A grievance must be filed at Step 1 of the procedure through the use of the grievance form within ten (10) workdays of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

a. Step 1 - Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within five (5) workdays of receipt of the grievance, the Superintendent will hold a hearing at which the grievant and/or the steward will discuss the complaint. Within five (5) working days after the hearing, the Superintendent will render a written decision to the grievant(s).

b. Step 2 - Town Supervisor. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) workdays to Step 2 by serving written notice to the Supervisor. The Supervisor will hold a hearing within ten (10) work days of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within five (5) workdays after the hearing.

c. Step 3 - Advisory Arbitration. The Union may process contract grievances to advisory arbitration under the rules of procedure of the Public Employment Relations Board within ten (10) workdays of receipt of the written decision in Step 2. The advisory award of the arbitrator will be submitted to the Town Board of the Town of Bombay for its final and binding determination.

#### ARTICLE 8 - DISCIPLINARY ACTION

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.

#### ARTICLE 9 - HOURS OF WORK AND WAGES

9.1 The normal workweek of the employees covered by this Agreement shall be forty (40) hours per week.

9.2 In the event of emergency call-outs, such as for plowing or sanding, if the employee starts work more than two (2) hours prior to his regularly scheduled reporting time, he may be sent home after ten (10) hours.

9.3 The wage rate to be paid for all motor equipment operators is:

1/1/06 - 12/31/06 --- \$12.50 per hour

1/1/07 - 12/31/07 --- \$12.75 per hour

1/1/08 - 12/31/08 --- \$13.00 per hour

New Employees will start at \$2.00/hr less than the regular wage rate. The following year, on his anniversary date, he will receive \$1.00/hr less than the current regular rate. On his second anniversary date, he will receive the regular wage rate.

## ARTICLE 10 - OVERTIME

10.1 All work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half (1 1/2).

10.2 If overtime is necessary it will be offered first to the most senior person, and then to the next most senior, etc. In cases when it is necessary to call in an employee for plowing, sanding, or other emergency a reasonable effort will be made to reach the most senior man by telephone; if he cannot be reached the next most senior man will then be called, etc.

## ARTICLE 11 - COFFEE BREAKS

All highway employees will get one ten (10) minute break during the day at the discretion of the Highway Superintendent.

## ARTICLE 12 - HOLIDAYS

Each employee will be allowed nine (9) paid holidays per year, namely: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Election Day, Thanksgiving Day and Christmas Day, provided they meet all of the following eligibility rules:

a) The employee must have worked his last scheduled workday preceding and his first scheduled workday succeeding the holiday, unless absent because of an injury for which the employee receives 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.

## ARTICLE 13 - VACATIONS

13.1 Each employee will be granted vacation as follows:

- a) one (1) week after one year of service.
- b) two (2) weeks after three years of service.
- c) three (3) weeks after ten years of service.
- d) four (4) weeks after twenty years of service.

13.2 The Employer shall have the right to designate a specific week as a vacation week at which time the facility will be closed and all hourly employees will be on vacation. Prior notice of two (2) weeks will be given the Employees when such designated vacation week is determined.

13.3 Vacations will be given in accordance with seniority rights; however, all vacation requests shall be subject to the approval of the Employer.

## ARTICLE 14 - SICK LEAVE

Each employee will be entitled to seven (7) sick/personal days.

Employees hired after January 1, 1987 will not receive sick leave for the first (1st) year of employment. Sick leave may accumulate to forty-five (45) days.

## ARTICLE 15 - ABSENCES

After five (5) or more consecutive days of absence, and after a serious injury or sickness, the employee must submit to the Superintendent of Highways a note signed by a doctor stating that the employee is capable of resuming his duties before he will be allowed back to work.

## ARTICLE 16 - BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, the Employer will pay the employee not to exceed three (3) working days to attend the funeral or memorial services. It is understood that "immediate family" means only mother, father, sister, brother, child, spouse or parents-in-law.

An employee shall receive one (3) working days off to attend the funeral or memorial service for death of an employee's grandparent, sister-in-law, and brother-in-law.

## ARTICLE 17 - LEAVE OF ABSENCE

Leaves of absence from the bargaining unit may be granted at the discretion of the Employer for not more than sixty (60) days 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 in writing to the manager of the Employer, and the granting of such leaves of absence must be in writing.

## ARTICLE 18 - PHYSICAL EXAMINATIONS

18.1 As a condition of employment, a biennial physical examination will be required of every full-time employee by a medial examiner or physician selected by the Employer.

18.2 A statement from the examiner or physician affirming that the employee is able to perform his duties is required.

18.3 The cost of the physical examination will be paid by the Employer.

18.4 The examination must be completed in January of every odd numbered year.

## ARTICLE 19 - CONTRACTUAL ERRORS

It is agreed that the provisions of this contract shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

## ARTICLE 20 - PENSION AND RETIREMENT

Effective 3/14/98, the Employer agrees to join the New York State and Local Retirement System. The Employer and the employees will bear their respective costs as determined by the policies of the New York State and Local Retirement System.

## ARTICLE 21: HEALTH AND HOSPITAL

21.1 Effective January 1, 2006 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sums per the standard participation agreement, for 2006-08 for each full-time MEO. 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 of a child, death of a spouse.

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 22 - DURATION OF AGREEMENT

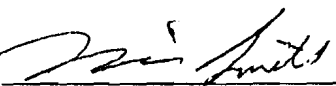
22.1 This Agreement will continue in force and effect from January 1, 2006 to and including December 31, 2008.


22.2 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.

IN WITNESS THEREOF, WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS  
16 DAY OF NOV, 2005.

TEAMSTERS LOCAL UNION 687  
14 Elm Street  
Potsdam, NY 13676

TOWN OF BOMBAY  
CR 2  
Bombay, NY 12914

By:   
Mickey S. Smith  
Business Agent

By:   
Philip Reardon  
Town Supervisor

  
Robert Mitchell  
Steward

**Town of Bombay  
Teamsters Local 687  
Union Proposals**

- 1) Duration of Collective Bargaining Agreement: 3 years
- 2) **ARTICLE 9 - HOURS OF WORK AND WAGES** – Section 9.3 Wages –  
1/1/09 - 12/31/09 --- \$14.00 per hour  
1/1/10 - 12/31/10 --- \$15.00 per hour  
1/1/11 - 12/31/11 --- \$16.00 per hour

- 3) **ARTICLE 14 - SICK LEAVE** – Increase 7 to 12 sick/personal days.

**4) ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING**

The Union agrees to conduct meetings with the Town Supervisor and his committee for the purpose of collective bargaining during the period of time from July 1 through the 60<sup>th</sup> day prior to the date of the vote on the annual budget.

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.

In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employee Relations Board for mediation. In the event the unresolved issues are not settled by mediation, such issues shall be submitted to the Public Employee Relations Board arbitrator for a final and binding decision.

- 5) All other Articles remain the same.

**In submitting these proposed changes between the Employer and the Union in our Labor Agreement, the Union reserves the right to add to, delete, modify or amend any of these proposals.**