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BC 17291

COPY

AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676



AND

TOWN OF BRASHER
BRASHER FALLS, NEW YORK 13613

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUL 11 2008

ADMINISTRATION

EFFECTIVE 1/1/07

TERMINATION 12/31/09

3 regular
4 retirees

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PREAMBLE

This Agreement made this 21st day of December, 2006, by and between the TOWN OF BRASHER, New York (hereinafter called the Employer) and LOCAL UNION NO. 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 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 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 the request of either party, 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 Membership in the local Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Local Union, as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.

3.2 Membership in the local Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Local Union is required under this Agreement to represent all of

the employees in the bargaining unit fairly and without regard to whether or not an employee is a member of the Local Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Local Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefits contained in this agreement.

3.3 In accordance with the policy set for the under subparagraph (1) and (2) of this Section all employees shall, as a condition of continued employment, pay to the Local Union, the employees' exclusive collective representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Local Union, which shall be limited to an amount of money equal to the Local Union's regular and usual initiation fees, and its regular and usual dues. For present employees, such payments shall commence the thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new permanent, full-time employees, the payment shall start thirty-one (31) days following the date of employment and be added to the seniority list. Part-time employees will pay Union dues after thirty-one actual days from their first date of work and during any month thereafter during which they work and will be self-pay members.

3.4 When the Employer needs additional full-time regular employees, the union shall be given equal opportunity with all other 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 Brasher.

3.5 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 8, 8.2.

3.6 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 deductions were made.

3.7 In the event that the current laws are repealed or modified so as to permit greater Union security than 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 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: 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, except as outlined in this contractual agreement.

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.

ARTICLE 7: MILITARY SERVICE

7.1 Employees enlisting or entering the military or naval service of the United States shall be entitled to such reinstatement rights as may be prescribed by law in effect at the time such person makes application for re-employment, provided the following requirements are met:

- a. has not been dishonorably discharged
- b. is physically able to do the work

c. reports for work within ninety (90) days of date of such discharge or ninety (90) days after hospitalization continuing after discharge for not more than one (1) year.

7.2 Upon re-employment, a veteran shall be accorded full seniority; however, a veteran, upon re-employment, shall resume employment at no higher place in any training program or job progression program than he occupied when he left to enter service regardless of his credited seniority, and he shall be paid strictly in accordance with the established pay schedule for the training program or job progression program.

7.3 An employee actively serving his two (2) weeks training in the U.S. Reserves Unit shall receive from the Town the difference in daily pay, if any.

ARTICLE 8: SENIORITY

8.1 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, providing the senior employee is qualified to replace the laid off employee. To be considered available, an employee must be able to be contacted by telephone, except if other arrangements have previously been made between the Employer and the employee.

8.2 After working thirty (30) days, a new full-time employee shall be placed on the regular seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new employee from working thirty (30) days as soon as possible. In case of discipline within the thirty (30) day period, the Employer shall notify the Union in writing.

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

8.4 Any employee hired in the Highway Department who does not possess a CDL (B) license shall be designated as a laborer.

8.5 All new full-time employees shall be on probation for the first six (6) months of service and during this probationary period may be let go for the following reasons:

- a) Employee is found to be un-trainable
- b) Employee continues, after instruction, to do sub-

standard or unsatisfactory work.

The above decision will be made by the Superintendent of Highways.

8.6 Any employee hired as an M.E.O must possess at least a CDL (B) license. An applicant with a CDL A license will receive top priority.

ARTICLE 9: JOB STEWARDS

9.1 The Employer recognizes the right of the Union to designate Shop Stewards.

9.2 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 presentation of grievances in accordance with the provisions of Article 10 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.

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

9.4 The Steward shall be the last employee to be laid off, and he shall not be discharged without notifying the Union business agent.

ARTICLE 10: ARBITRATION AND GRIEVANCE PROCEDURE

10.1 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, and earnest effort shall be made to settle such differences immediately and in the following manner:

- a. Between the aggrieved employee (with or without the Shop Steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within one (1) week 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 not satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

10.2 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 refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 11: DISCIPLINARY ACTION

11.1 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 Shop Steward and a copy mailed to the Union office as soon as possible, but not later than one (1) week from the time of the discharge or suspension.

11.2 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.

11.3 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.

11.4 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 procedures as set forth in this Agreement.

ARTICLE 12: 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 the case, only for those hours in excess of two (2) hours. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any other year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer.

ARTICLE 13: 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 made in writing to the manager of the Employer, and the granting of such leaves of absence must be in writing and a copy furnished to the Union.

ARTICLE 14: 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 15: PROTECTION OF RIGHTS

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a legal labor dispute or refuses to go through, or work behind, any legal picket line.

ARTICLE 16: DECLARATION OF PLEDGE 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 17: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

17.1 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.

17.2 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 days prior to the date of the vote on the annual budget.

17.3 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employees Relations Board (PERB) for mediation and/or fact-finding. In the event the unresolved issues are not settled by mediation or fact-finding, said issues shall be submitted to a Public Employees Relations Board Arbitrator for a final and binding decision.

ARTICLE 18: 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 presently prescribed by law. It shall not be a violation of this Agreement where employee refuses to operate such equipment, unless such refusal is unjustified. All equipment which is refused because 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 19: COMPANY RULES

There shall be immediate notification in writing by the Employer to the Steward and the Union of all infractions of Employer rules by employees. Unless such written notice is given to the Steward

and to the Union within ten (10) days of such infraction said infraction by an employee shall be deemed to be condoned.

ARTICLE 20: HOLIDAYS

20.1 Employees shall be paid, as hereinafter provided, for New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day; provided they meet all of the following eligibility rules:

- a) the employee has seniority as of the date of the holiday;
- b) the employee must have worked his last scheduled day of work preceding and his first scheduled day of work succeeding the holiday unless absent due to an approved leave of absence inclusive of vacation, personal, sick, disability, workman's compensation, death in immediate family or proven accident whereby employee unable to notify the employer.
- c) employees who have been 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.

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

20.3 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.

20.4 Employees not eligible for holiday pay who work on the holiday shall receive straight time for the hours actually worked, provided, however, that if such work falls on Sunday, the employee shall be paid in accordance with Article 27, 27.3.

20.5 When one of the above specified holidays falls within an eligible employees approved vacation period, and he is absent from work during the regularly scheduled work week because of such

vacation, he shall be paid for such holiday, and credited with four (4) days vacation only.

20.6 In applying the holiday pay procedure, when any of the specified holidays falls on Sunday and the day following is observed as the holiday by the State or Federal government, such day shall be considered as the holiday for the purposes of this Section and/or when any of the specified holidays falls on Saturday and the day before is observed as the holiday by the State or Federal government, such day shall be considered as the holiday for purpose of this Section.

ARTICLE 21: VACATIONS

21.1 All regular employees who have been in the employ of the Employer for a period of one (1) year, but less than three (3) years, shall receive one (1) week's vacation with pay for forty (40) hours at the straight time rate.

21.2 All regular employees who have been in the employ of the Employer for a period of three (3) years or more shall receive two (2) weeks' vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

21.3 All regular employees who have been in the employ of the Employer for a period of eight (8) years or more shall receive three (3) weeks' vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

21.4 All regular employees who have been in the employ of the employer for a period of fifteen (15) years or more shall receive four (4) weeks' vacation with pay for forty (40) hours at the straight time rate for each week of vacation.

21.5 Vacation shall be given in accordance with length of service insofar as selecting the weeks for vacation. A vacation schedule shall be posted and weeks signed for by each employee. A copy of the schedule shall be posted on the Bulletin Board.

21.6 When an employee gets 3 weeks vacation or more, there shall be at least one (1) common week off to be set by a majority of the employees effected. During this common week, employees with less than three (3) weeks vacation will have the option of taking vacation time and/or leave without pay.

21.7 Vacation days may be taken one (1) day at a time with a twenty-four hour notice to the Highway Superintendent; however, an

employee may call in before the start of his or her shift in proven emergency and use one (1) day of vacation.

ARTICLE 23: FUNERAL LEAVE

22.1 In the event of a death in an employee's immediate family, namely: spouse, children, parents, brothers, sisters, parents-in-law, the employee shall be paid in full for time lost but not to exceed three (3) working days.

22.2 In the event of death in an employee's immediate family namely, sisters-in-law, brothers-in-law, grandchildren, grandparents, aunts and uncles, not living in the employee's household; the employee shall be paid for time lost not to exceed one (1) working day.

ARTICLE 23: 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.

ARTICLE 24: HEALTH AND HOSPITAL

For all active and retired employees prior to January 1, 2000, the Town will maintain BC/BS PPO In Network Plan. Each employee will pay twenty (20) dollars per month toward the health insurance. The Town will pay the balance of the health insurance. This will include all of the present, retired, and disabled employees.

Any employee hired as an M.E.O. after January 1, 2000 shall pay ten (10) per cent of his health insurance coverage on a monthly basis.

All active and retired employees prior to January 1, 2000 who retire, or become disabled will continue to have the insurance coverage for himself and his spouse with the employee paying twenty (20) dollars per month and the Employer paying the remainder of the premium.

All employees hired after January 1, 2000 must work a minimum of fifteen (15) years to be eligible for Town sponsored health insurance at time of retirement (age 55) or disability. After fifteen (15) years of service, the Town will pay the employee's insurance, but the employee will be responsible for one half of spouse's insurance coverage. If an employee has completed thirty

(30) years of service with the Town, the spouse will be fully covered.

Vision Coverage:

Vision coverage will be paid directly by the Town at the rate of \$150.00 per family per year. The employee will need to provide paid receipt for vision reimbursement.

Shoe Allowance:

Boot allowance is a maximum of \$130/year each year of the contract with paid receipt.

ARTICLE 25: PENSION & RETIREMENT

Retirement Plan 75-i shall be effective 1/1/86 with the cost being borne by the Town of Brasher.

ARTICLE 26: SICK OR PERSONAL LEAVE

All regular employees shall be granted sick or personal leave to be accumulated at the rate of one-half (1/2) day per month with a maximum accumulation of sixty five (65) days. Any employee who desires time off for personal leave shall give the Highway Superintendent twenty-four (24) hours' notice when reasonably possible. Any employee shall be restricted to the use of four (4) personal leave days in one (1) year.

ARTICLE 27: WAGES; HOURS OF WORK; AND PAY PERIOD

27.1 The following shall be the classifications and wage rates to be paid, effective on the date indicated:

Effective	Effective 1/1/07	Effective 1/1/08	Effective 1/1/09
M.E.O.	\$16.50	\$17.00	\$17.50

One man plowing premium shall be paid to employees in addition to their regular hourly rate at \$.50/hour for all hours worked from November 1st to March 31st. each year of the Agreement. The premium shall be paid at straight time rate.

Part-time M.E.O.'s shall remain at \$12.00 for the duration of the contract.

Any new permanent full-time M.E.O. shall be hired at the rate of \$11.00 for the first six (6) months of employment; \$12.50 for the second six (6) months of employment and will move to the regular negotiated rate of pay for the M.E.O. classification on the first year anniversary date.

PAYROLL:

Payroll checks will be issued every Friday.

27.2 A new employee hired solely as a laborer shall receive eight dollars and seventy five cents \$8.75 per hour. He shall operate nothing except hand tools.

27.3 a. The normal work week of the employees covered by this Agreement shall be forty (40) hours. The work week shall be from Monday through Friday, inclusive.

b. The regular day shall consist of eight (8) hours with a twenty (20) minute paid lunch break.

c. The work schedule shall be as follows:

Summer Hours:

Six (6) a.m. to four (4) p.m. May 1st to October 15th consisting of four (4) ten (10) hour days. These hours maybe changed by mutual consent between the Highway Superintendent and the Union's Bargaining Unit.

Winter Hours:

Six (6) a.m. to two (2) p.m. for five (5) days October 16th through April 30th.

d. The Highway Superintendent shall have the right to modify the schedule in case of severe weather (emergency conditions) or during construction season in summer so that orderly work process may take place (i.e. paving roads).

The Employer shall notify the Union of any such change before it becomes effective.

e. In the event of an emergency call-out for sanding or plowing, the employees shall be called according to mutual agreement between the Steward and the Highway Superintendent.

27.4 All work performed in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). All work performed on Sunday shall be paid for at the rate of time and one-half (1 1/2). Premium time shall not be paid for more than once. Paid holidays will be considered as time worked for overtime purposes.

27.5 All employees with six (6) months, or more, seniority shall be scheduled for a forty (40) hour work week, but in case of an Act of God in construction season, or lack of work in winter season, the employees may be sent home on their scheduled work day.

27.6 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 the 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.

27.7 A time clock shall be used for the time keeping of employees.

27.8 When recalled into work after his regular work day is completed, a minimum, of two (2) hours shall be paid.

27.9 Employees hired solely as a laborer have to work over forty (40) hours before overtime will be paid under this contract.

27.10 The Employer agrees not to lay off a regular employee and replace him with a part time employee.

27.11 During the hours of darkness, and during daylight storms; no employee will be requested to plow and/or sand alone for safety reasons except in situations whereby safety is not an issue and there is mutual agreement between the Steward the Highway Superintendent.

ARTICLE 28: CREDIT UNION

The Employer agrees to deduct from the wages of each employee certain amounts which shall be remitted to the Credit Union on a weekly basis. Said deductions shall be made and so remitted only upon the following conditions:

a) within thirty (30) days after the effective date of this Agreement or within thirty (30) days after initial date of hire for any employee hired after the effective date of this agreement. Any member of the bargaining unit who wishes to have said deductions made shall so notify the Employer in writing, specifying therein the exact amount to be deducted.

ARTICLE 28A: TEAM QUALITY MANAGEMENT

A T.Q.M. program will be instituted with the Town paying any expenses incurred by the employee in the implementation of this program which is directly job-related.

ARTICLE 29: SAFETY REGULATIONS

The Town will comply with the St. Lawrence County Safety Regulations as outlined in the Compensation manual. A manual will be available at the Highway Department.

ARTICLE 30: DURATION AND RE-OPENING OF AGREEMENT


30.1 It is agreed that, if this Agreement is not renewed on or before the expiration date, whatever increase in wages is eventually agreed upon shall be retroactive.

30.2 It is agreed by and between the parties that provisions of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

30.3 This agreement shall continue in full force and effect from the 1st day of January 2007, to and including the 31st day of December, 2009, and thereafter from year to year unless altered or terminated after the said period, or any aggregate period thereafter, at the option of either party prior to any termination date:


IN WITNESS THEREOF, we have hereunto affixed our signatures this 5th day of March 2007.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NY 13676



Mickey S. Smith
Business Agent

TOWN OF BRASHER
ST. LAWRENCE COUNTY
BRASHER FALLS, NY 13613


James Dawson
Supervisor