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

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

Local: **687**

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

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD
RECEIVED

AUG 18 1997

EXECUTIVE DIRECTOR

ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL UNION 687
197 Stone Street
Watertown, New York 13601

and

TOWN OF LAWRENCE
ST. LAWRENCE COUNTY
North Lawrence, New York 12967

Effective 1/1/96

Expiration 12/31/98

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PREAMBLE:

This Agreement made this _____ day of _____, 19 _____, by and between the TOWN OF LAWRENCE, New York (hereinafter called the "EMPLOYER") and LOCAL UNION 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: SAVING AND SEPARABILITY CLAUSE

If any Article or Section of this Agreement, or any Rider 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 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 the employees in the bargaining unit whether or not they are members of the Union. Any employees 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 Lawrence.

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 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.

3.5 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 stat 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: 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 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 sixty (60) days, 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 the request of the Union, not more often than once every 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 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 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 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge not 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 therefore. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonable 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 as set forth in this Agreement.

ARTICLE 10: EXAMINATIONS

10.1 Physical, mental or other examinations required by a government body of the Employer shall be promptly complied with by all employees; 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 for those hours in excess of 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.

10.2 The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense. If the two physician shall be equally divided between the Employer and the Union.

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 provisions 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, compensations, 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 any employee's lawful activity and/or support of the Union.

ARTICLE 14: DECLARATION OF PLEDGE OF NO STRIKE POLICY

14.1 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 obligations on said employees to conduct, assist or participate in a strike.

14.2 It is understood and agreed that no employee of the Employer nor the Union shall engage in a strike, nor shall either the Employer or the Union cause, investigate, encourage or condone a strike or lockout.

ARTICLE 15: RESOLUTION OF DEADLOCK IN COLLECTIVE BARGAINING

15.1 The parties agree to conduct meetings for the purposes 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 and 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.

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 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, Veteran's 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, unless absent because of an industrial accident 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.
- 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 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.

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 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 Article.

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) weeks vacation with pay at the regular weekly rate for forty (40) hours.

18.2 All steady employees who have been in the employ of the Employer for a period of five (5) years shall receive two (2) weeks vacation with pay at the regular weekly rate for forty (40) hours.

18.3 All steady employees who have been in the employ of the Employer for a period of eight (8) years shall receive three (3) weeks vacation with pay at the regular weekly rate for forty (40) hours.

18.4 All steady employees who have been in the employ of the Employer for a period of twenty (20) years shall receive four (4) weeks vacation with pay at the regular weekly rate for forty (40) hours.

18.5 All eligible full time employees shall select their choice of vacation time in seniority order no later than April 1st of each year in which the vacation is due. Selection shall be made on the annual vacation calendar with a maximum of one (1) employee off at a time, unless mutually agreed between the involved parties.

ARTICLE 19: FUNERAL LEAVE

In the event of a death in an employee's immediate family, namely: spouse, children, brothers, sisters, parents or parents-in-law, he shall be paid in full for time lost not to exceed three (3) days. In the event of the death of a grandparent of an employee, the employee shall be paid in full for time lost not to exceed one (1) day.

ARTICLE 20: HEALTH AND WELFARE

Effective 1/1/96 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 and the sum of Twenty Seven Dollars and twenty five cents (\$27.25) per day for each casual employee, but not to exceed One Hundred Nine dollars (\$109.00) per week.

Effective 1/1/97 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 and the sum of Thirty Dollars (\$30.00) per day for each casual employee, but not to exceed One Hundred Twenty dollars (\$120.00) per week.

Effective 1/1/98 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 and the sum of Thirty Three Dollars and twenty five cents (\$33.25) per day for each casual employee, but not to exceed One Hundred Thirty Three dollars (\$133.00) per week.

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

The Employer shall furnish and maintain a Pension and Retirement Plan for all bargaining unit employees. The cost of such plan shall be borne by the Employer, except that employees hired after July 1, 1976, shall be required to contribute beginning on January 1, 1977, as outlined in Article 14 of the New York State Retirement Act.

Effective January 1, 1988, the Town agrees to adopt the 75-i plan for all Tier 1 and Tier 2 employees under the New York State Employee's Retirement Plan.

ARTICLE 22: WAGES AND HOURS OF WORK

22.1 Wages

	Effective <u>1/1/96</u>	Effective <u>1/1/97</u>	Effective <u>1/1/98</u>
Heavy Equipment Operator and Mechanic	\$10.65	\$11.15	\$11.65
M.E.O.	\$10.25	\$10.75	\$11.25
Laborer	\$6.70	\$6.70	\$6.70

All newly hired employees shall receive eight dollars (\$8.00) per hour to start, with a fifty cent (\$.50) per hour raise after six (6) months, and a fifty cent (\$.50) per hour raise each year thereafter on the six (6) month anniversary date, until the next contract.

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) and shall not replace or displace a regular employee.

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 week. All hours worked in excess of forty (40) hours per week shall be paid at the rate of one and one-half time (1 1/2) the hourly rate. Paid sick leave and personal days shall not be used in computing time for overtime purposes. The Employer shall have

the right to change the present working schedules whenever necessary to insure orderly operation or to provide for unusual conditions.

22.3 The Employer must give all employees being laid off one (1) weeks notice, or one (1) weeks pay, after the employee has been continuously employed for a period of one hundred and eighty (180) days or more.

22.4 Effective January 1, 1988, all regular employees shall be granted four (4) days sick and/or personal leave days per year.

Effective January 1, 1989, all regular employees shall be granted five (5) days sick and/or personal leave days per year.

The above may be accumulated up to thirty (30) days to be used for sick leave only. A record of sick leave usage shall be maintained at the Highway Barn by and for the employees.

22.5 The Employer shall provide suitable lunch room and rest room facilities at the Town Highway Garage.

22.6 When an employee is called to work outside his regularly scheduled hours, he will be paid a minimum of four (4) hours pay at the appropriate rate. The employee will only be required to perform those duties requiring the call in. All hours worked in excess of the four (4) hours will be paid accordingly.

22.7 Any employee absent for sickness or other legitimate reasons shall notify the Highway Superintendent as soon as possible. Any employee not doing so shall be subject to disciplinary action as outlined in Article 9.

22.8 All new employees must possess a Class 3 New York State drivers license.

22.9 Any unauthorized absence from work for a period of more than one (1) week shall be considered a voluntary quit. This does not apply in instances of sickness or on the job injury.

22.10 Should a truck driver or equipment operator lose his drivers license due to off the job reasons, a leave of absence shall be approved for the first instance only.

22.11 In case of grader operator call in, the regular operator shall be called first. If the regular operator is unavailable then seniority call in shall prevail.

ARTICLE 23: CREDIT UNION

The Company agrees to deduct from the wages of each employee, certain amounts which shall be remitted to the Trucking Affiliates of Central New York Federal Credit Union on a weekly basis. Said deductions shall be made and so remitted only upon the following conditions:

- a) Within 30 days after the effective date of this Agreement, or within 30 days after initial date of hire for any employee hired 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 deduction made shall so notify the company in writing, specifying therein the exact amount to be deducted.
- b) Said deductions shall be made on a weekly basis and the amount specified to be deducted shall not be changed without the written authorization of the employee at least two (2) weeks in advance of said change.
- c) The amount to be deducted may be changed by an employee only once during any year of participation in the Credit Union. Said year to be an anniversary year, i.e computed from the employee's initial participation as indicated by the original written notification thereof.
- d) In the event that an employee desires to withdraw from further participation in the Credit Union, they may do so by written notice to the Company at least two (2) weeks prior to the desired withdrawal date.
- e) Should an employee withdraw from participation they shall not be eligible to renew participation in the Credit Union for a period of one (1) year from date of withdrawal.
- f) The Company shall not make deductions and shall not be responsible for any remittance to the Credit Union for any such deductions for any week during which the employee has no earnings and/or any week during which the employee's earnings shall be less then the amount authorized for deductions by the employee.
- g) The Union shall indemnify and save the Company harmless from and against all liability that may arise or result from any action taken by the Company for the purpose of complying with the provisions of the Article.

ARTICLE 24: DOT DRUG AND ALCOHOL

When the Town adopts the NYS DOT applying to Drug & Alcohol program the Town and the Union agree to sit down and negotiate the discipline procedure.

ARTICLE 25: 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 or terminated 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 day of *18, Sept*, 1995.

TEAMSTERS LOCAL 687
197 STONE STREET
WATERTOWN, NEW YORK 13601

TOWN OF LAWRENCE
ST. LAWRENCE COUNTY
NORTH LAWRENCE, NEW YORK 12967

by 
Title:
President and Business Agent

by
Title:


Supervisor