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Contract Database Metadata Elements

Title: **Russell, Town of and Town of Russell Highway Department Unit, International Brotherhood of Teamsters (IBT) Local 687 (2000)**

Employer Name: **Russell, Town of**

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

Local: **687**

Effective Date: **01/01/00**

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

~~ORIGINAL~~
COPY

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ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

TOWN OF RUSSELL

Box 628
Russell, New York 13684

RECEIVED

DEC 28 2000

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

EFFECTIVE: 1/1/2000

EXPIRATION: 12/31/2002

THIS AGREEMENT entered into this 5th day of August, 1999 by and between the Town of Russell in St. Lawrence County hereinafter referred to as the "Employer and Teamsters Local 687, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", in consideration by the Employer of the Union as the sole and exclusive bargaining representative of the employee, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employees to conduct, assist, or participate in any strike or recognition of any strike by other unions, and it is

AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on January 1, 2000, and running through the 31st day of December, 2002, inclusive, for the promotion and benefit of the Employer, employees and the public, and the furtherance of the public policy and the conditions of labor, management and benefits to the taxpayers.

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway department in work classifications, covered by this Agreement for the purpose of collective bargaining, with respect to the employees as hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of the election, said unit being agreed upon to be described as follows:

"Highway department employees consisting of: truck drivers, equipment operators, heavy equipment operators, mechanics, laborers and foremen. Specifically excluded are all office clerical employees, professional employees guards and supervisors".

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 restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon the request of

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

The Union agrees to represent all employees in the bargaining unit. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the said deductions to the Union not later than the end of the month in which deductions are made.

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

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, observing working conditions, and ascertaining that the agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule by the Union's request. All such visitation shall be upon reasonable verbal notice to the Highway Superintendent.

ARTICLE 5: MANAGEMENT RIGHTS

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

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

ARTICLE 6: BULLETIN BOARDS

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

ARTICLE 7: SENIORITY

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

After working six (6) months, an employee hired as a full time employee shall be placed on the seniority list as of his first day of employment.

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

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

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

ARTICLE 8: JOB STEWARD

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

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

- a) The investigation of presentation of grievances in accordance with the provisions of this Agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information:
 1. have been reduced to writing, or
 2. if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

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

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

ARTICLE 9: GRIEVANCE PROCEDURE

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

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

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

STEP 3: Arbitration: If any grievance or dispute cannot be satisfactorily settled in step 2, then the grievance shall be submitted by either party to the New York State Board of Mediation. The arbitrator shall hear the case, the parties shall have the right to have a transcript made of the hearing. the cost of the transcript shall be born by the parties. the arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision.

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

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

ARTICLE 10: DISCIPLINARY ACTION

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

Any employee discharged must be paid in full for all wages owed him by the Employer including earned vacation pay, if any, not later than the next regular pay day for the payroll period involved.

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

ARTICLE 11: LEAVE OF ABSENCE

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

ARTICLE 12: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one hundred and twenty (120) prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

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

ARTICLE 13: HOLIDAYS

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

- a) The employee must have worked his last scheduled day preceding and his first scheduled work day succeeding the holiday in order to be eligible for the holiday, unless such absence is recognized by the Employer as a legal absence.
- b) Laid off employees shall not be eligible for holiday pay.

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

13.3: Employees eligible for holiday pay who work on the holiday shall receive, in addition to the holiday pay, time and one half (1 & 1/2) for the hours actually worked.

13.4: 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 have an additional day of vacation at the employers discretion.

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

ARTICLE 14: VACATIONS

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

14.2: All employees on the seniority list who have been in the employment of the Employer for a period of five (5) years from the date that he has been placed on the seniority list shall receive two (2) week's vacation with pay at the regular weekly rate.

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

14.4: All employees on the seniority list who have been in the employment of the Employer for a period of fifteen (15) years or more from the date he has been placed on the seniority list shall receive four (4) week's vacation with pay at the regular weekly rate.

14.5: All employees on the seniority list who have been in the employment of the Employer for a period of twenty (20) years or more shall receive five (5) weeks' vacation with pay at the regular weekly rate.

14.6: Vacation period shall be April 1, to December 1. A vacation calendar shall be furnished by the Employer and shall be completed by the employees prior to March 15 of the year in which the vacations are to be taken. Vacations shall be selected on the basis of seniority. An employee may request a change in his vacation schedule so long as such change does not interfere with the Employers operations, and, if both of the conditions set forth above are met, and the change is mutually agreed upon by all parties, such vacation change will be permitted. In the event such vacation change is requested, it must be made more than one (1) week before the original vacation would have been effective. Two (2) men may be on vacation at any one time due to exceptional circumstances and upon the Highway Superintendent's approval. Such requests must be made more than one (1) week before the vacation period.

14.7: A two (2) week's notice to be given before a vacation, between the dates of April 1 and December 1. One (1) man to take vacation at a time.

ARTICLE 15: NON-DISCRIMINATION CLAUSE

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, or age (between the years of 40 and 70), marital status, Vietnam era and/or disabled Veterans or handicapped persons, nor will they limit 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.

The Employer and the Union both agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the union.

ARTICLE 16: PERSONAL TIME

Each employee shall be entitled to four (4) personal days per year of either eight (8) or ten (10) hours depending on the employees schedule. Employees must notify the Highway Superintendent they are going to take personal time twenty four (24) hours before they want to use it. Personal Time can not be used as vacation time unless agreed to and approved by the Town Board. The total amount of personal time will be thirty two (32) hours. If approved by the Town Highway Superintendent, personal time can be taken in four (4) hour blocks.

ARTICLE 17: 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 being understood that "IMMEDIATE FAMILY" means only: father, mother, husband, wife, children, step children, brothers or sisters, grandparents and current in-laws, brother-in-laws and sister-in-laws.

ARTICLE 18: HEALTH AND HOSPITAL

18.1: Effective January 1, 2000, January 1, 2001 and January 1, 2002 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the amounts per the attached addendums.

Employees may change election coverage (single, two person, or family) as soon as the change takes place.

18.2: In addition to the bargaining unit employees, the elected Highway Superintendent and the elected Town Clerk will be covered under the Health and Hospital program by reason of their performing bargaining unit work.

18.3: To the extent hereinabove set forth, the Employer agrees to sign a participation agreement with the New York State Teamsters Council Health and Hospital Fund, for the execution of this participation agreement which will coincide with the terms and conditions of this contract. Such agreement shall become an integral part of the labor agreement.

18.4: In the event that a National Health Care Plan is implemented by the Federal Government and it is mandated that all Employers must contribute to such plan even if they already contribute to a health care plan the Town of Russell will cease to contribute to the Teamsters Health and Hospital Fund.

ARTICLE 19: RETIREMENT

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

ARTICLE 20: DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the street or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

ARTICLE 21: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working operating conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provision for improvements are made elsewhere in this Agreement.

ARTICLE 22: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the laws of the State of New York.

ARTICLE 23: LEGISLATIVE ACTION

It is agreed 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 therefor, shall not become effective until the appropriate legislative body has given approval.

ARTICLE 24: WAGES AND HOURS

	Effective 1/1/00	Effective 1/1/01	Effective 1/1/02
M.E.O.	\$11.60	\$11.89	\$12.25
Probationary	Two dollars (\$2.00) less than M.E.O. for the first six (6) months.		

Each employee will receive as follows:

- Payable November 1, 2000 - \$550.00 bonus less taxes
- Payable November 1, 2001 - \$550.00 bonus less taxes
- Payable November 1, 2002 - \$550.00 bonus less taxes

The normal work week shall be either five (5) eight (8) hour days Monday through Friday beginning 7:00 a.m. to 3:30 p.m. or during the summer months from approximately April 15 to October 1, the work week will be four (4) ten (10) hour days Monday through Thursday to be controlled by the Highway Superintendent. All full time employees will receive forty (40) hours per week.

All hours worked in excess of forty (40) hours shall be paid at the rate of one and one half times (1 & 1/2) the hourly rate.

The employees shall be paid every two (2) weeks.

During the summer months from May 1 to Labor Day weekend the work week will be Monday, Tuesday, Wednesday and Thursday from 6:00 A. M. to 4:30 P. M. (four (4) ten (10) hour days), to be controlled by the Highway Superintendent.

The Employer agrees to give all seniority status employees be laid off one (1) weeks notice, except in the case of an emergency such as fire, flood, storm, explosion, power failure, war or improperly functioning equipment. In the event the Employer fails to give at least one (1) weeks notice to the employee of the layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) weeks salary.

All federal 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.

No employee on the seniority list shall be replaced or displaced by a workfare employee.

During the winter plowing season there shall be two (2) employees working a shift beginning at 4:00 a.m. and scheduled for eight (8) hours. The employees working on this shift shall rotate on a weekly basis.

For reasons of safety, during the winter plowing season there shall be an additional scheduled lunch/dinner break after the employees have been working twelve (12) hours on their scheduled shift.

The employees will not dock for a lunch break when they are required to work their lunch break. Lunch break shall be given between three (3) hours and five (5) hours from the time the employees start work but not later than eight (8) hours.

Employees shall be guaranteed at least two (2) hours straight time for call in. Employees may work to the end of their regular work shift. If called in after forty (40) hours in any work week, time and one half (1 & 1/2) will be paid for the call in.

Employees must get permission from the Highway Superintendent to use the town barn to work on their own vehicles.

If in the event that an M.E.O. has a license revoked for any reason, his rate of pay will revert back to \$7.50 per hour until he has his license reinstated.

In the event that an employee is not given overtime in order that he should have been he will be allowed to make time up within one week at the Highway Superintendent's discretion.

SICK TIME: Sick time will be accumulated at the rate of two (2) hours per pay period (1 hour per week), with a maximum twenty-two (22) days total accumulated sick time in the first year of the contract. Sick time will be accumulated at the rate of two (2) hours per pay period (1 hour per week), with a maximum twenty-nine (29) days total accumulated sick time in the second year of the contract. Sick time will be accumulated at the rate of two (2) hours per pay period (1 hour per week), with a maximum thirty-six (36) days total accumulated sick time in the first year of the contract. Employees absent from work more than three (3) days will need to have a doctor's verification of the illness and a written return to work slip from the doctor, which shall be given to the Highway Superintendent prior to returning to work.

SCHEDULED SHUTDOWN: There will be a one (1) week shutdown of the Town Highway Department in July, the week in which the 4th of July is celebrated. Employees will use three days of paid vacation or paid compensatory time.

During the summer months from May 1st to Labor Day weekend the work week will be Monday, Tuesday, Wednesday and Thursday from 6:00 a.m. to 4:30 p.m. (four (4) ten (10) hour days), to be controlled by the Highway Superintendent.

The Employer agrees to give all seniority status employees being laid off one (1) week's notice, except in the case of an emergency such as fire, flood, storm, explosion, power failure, war or improperly functioning equipment. In the event the Employer fails to give at least one (1) week's notice to the employee of the layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) week's salary.

SAFETY INCENTIVE PROGRAM

Since safe driving is a paramount concern of the Town, the Town of Russell, in an effort to encourage safe driving and to reward those employees with safe driving records, hereby establishes a safe driving award program as follows:

- a) Regular drivers who have driven in that capacity for a full year without a preventable accident will be awarded the sum of four hundred dollars (\$400.00 to be paid November 1, 2000.
Regular drivers who have driven in that capacity for a full year without a preventable accident will be awarded the sum of five hundred fifty dollars (\$550.00 to be paid November 1, 2001. Regular drivers who have driven in that capacity for a full year without a preventable accident will be awarded the sum of six hundred fifty dollars (\$650.00 to be paid November 1, 2002.
- b) When a driver is involved in a preventable accident, their participation in the program ceases and they will then commence the following program.

The Union Business Agent and the Highway Superintendent shall have jurisdiction to determine whether or not an accident was "PREVENTABLE". In the event they can not reach a determination, the Union and the Town shall mutually decide upon a hearing date to hear the facts and render a final decision

COMPENSATORY TIME: The following method regarding Compensatory (Overtime) Time shall be used:

The Employee will notify the Highway Superintendent in the week in which the work was performed as to the amount of time to be saved as compensatory time.

Compensatory time will be awarded on the same method as overtime. For example: One (1) hour overtime is one and one-half (1 1/2) compensatory time.

If an employee is sick and has banked X amount of compensatory time he will be paid compensatory time for his absence (hours will be subtracted)

Compensatory time will be earned between November 1st through April 1st. All compensatory time will have to be used up between May and October of each year and will be accumulated to a maximum of eighty (80) hours per year per

ARTICLE 25: DURATION AND RE-OPENING OF AGREEMENT

This Agreement shall continue in full force and effect from the 1st day of January, 1997, to and including the 31st day of December, 1999, 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 5th day of August, 1999.

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York 13676

TOWN OF RUSSELL
Box 628
Russell, New York 13684

Michael E. Matthews
Business Agent

J. Robert R.
Supervisor