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Contract Database Metadata Elements

Title: **Oswegatchie, Town of and Oswegatchie Town Highway Department Employees, International Brotherhood of Teamsters (IBT), Teamsters Local 687 (2003)**

Employer Name: **Oswegatchie, Town of**

Union: **Oswegatchie Town Highway Department Employees, International Brotherhood of Teamsters (IBT)**

Local: **Teamsters 687**

Effective Date: **01/01/03**

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7440

ORIGINAL

1421 ETWN
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COPY

ARTICLES OF AGREEMENT

by and between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

TOWN OF OSWEGATCHIE

P.O. Box 190
Heuvelton, New York 13654

RECEIVED

APR 12 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

EFFECTIVE: 1/1/2003

EXPIRATION: 12/31/2005

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CONTRACT PERIOD 1/1/2003-12/31/2005 Page 1

PREAMBLE: This Agreement made this ____ day of April, 2003, by and between the Town of Oswegatchie, New York (hereinafter called the Employer), and Teamsters Local Union 687 affiliated with the International Brotherhood of Teamsters (hereinafter called the Union).

ARTICLE 1: RECOGNITION AND SCOPE

Section 1. The Town Board of the Town of Oswegatchie hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to the rates of pay, wages, hours, and all other terms and conditions of employment.

Section 2. This Agreement shall include all full time year around employees of the Highway Department in the Town of Oswegatchie. Nothing in this Agreement shall prevent the Employer from employing part time employees or temporary employees and said employees shall not be governed by the terms of this agreement. The said part time or temporary employees however will be entitled to and will be paid for National Holidays which occur on work days during the period of their employment. Said part time and temporary employees will have no other benefits except those benefits required by State or Federal Law.

Section 3. The Town of Oswegatchie intends to maintain not less than an eight (8) man barn. Employees hired as year round full time employees will be in a probationary period for the first ninety (90) days of their employment. During that period they shall not be covered by the terms of this Agreement and they shall be subject to dismissal without cause. Said employees may not be rehired for a period of a minimum of ninety (90) days of employment.

ARTICLE 2: NON-DISCRIMINATION CLAUSE

Section 1. It is agreed by the Employer and the Union that neither party shall discriminate any employee or applicant for employment because of race, sex, color, creed, national origin, physical disability, age, marital status, or activities in the Union.

Section 2. It is understood that the use of the male pronoun or gender in this Agreement is for the sake of convenience and is interchangeable with the use of the female pronoun or gender.

ARTICLE 3: SENIORITY

Section 1. Seniority is defined as the length of service of any employee, starting with the employee's most recent date of hire.

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Section 2. All rights associated with the seniority obtained by this Agreement shall be terminated by:

- a. Resignation
- b. Discharge for a just cause or termination
- c. Retirement

Section 3. When the Town deems it appropriate to lay off any employees, probationary, temporary, and part-time employees shall be laid off before any full-time employees. The Employer shall layoff in accordance with seniority.

Section 4. When the Town Highway Superintendent determines that overtime is necessary he will first offer the overtime to the Town Highway employee with the most seniority provided that employee is qualified to do the job. Any employee working four (4) hours or less before their regular scheduled day will have the option of working their regular eight (8) hours, with the exception of winter maintenance during a winter storm, the Highway Superintendent has the right to schedule full-time and part-time employees to provide necessary snow and ice removal with rested drivers. If the storm stops with the second eight (8) hours, the employee has the option of being called back to work.

ARTICLE 4: GRIEVANCE PROCEDURE

Section 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 Union representation, to the Town of Oswegatchie Highway Superintendent. A review of the grievance shall be held and a reply given seven (7) calendar days from the time of its initial presentation.

Step 2. Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employees or his Union representative, and submitted to the Town of Oswegatchie Highway Superintendent, within seven (7) calendar days following the receipt of the written grievance.

The Employer shall reply in writing to the aggrieved employee and Union representative.

Step 3. If the grievance is not resolved in Step 2, the grievance may be appealed to the Town Board of the Town of Oswegatchie at their next scheduled board meeting. A written reply shall be mailed or delivered by the seventh (7th) calendar day following the review of the grievance.

Step 4. ARBITRATION: If any grievance or dispute cannot be satisfactorily settled in Step 3, then 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 refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse. The fees and expenses of the arbitration shall be divided equally between the Town of Oswegatchie and the Union.

Section 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.

Section 3. Any settlement between the Employer and the Union at any stage of the grievance procedure shall be binding on the Employer, the Union, and the aggrieved employee or employees.

ARTICLE 5: HOURS OF WORK AND PAY

Section 1. The normal work week of the employees covered by this agreement shall be five (5) eight (8) hour days, Monday through Friday, inclusive, from 7:00 a.m. to 3:30 p.m. for a normal forty (40) hour work week. The Union and the Employer agree that the M.E.O. may be scheduled for four (4) consecutive days per week at ten (10) hours per day at straight time Monday through Thursday from the first Monday in May through the last Thursday in October of each year. The Highway Superintendent shall have the right to change the present working schedule whenever necessary to ensure the orderly operations of the Town.

Section 2. Time and one-half the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours in any one work week.

Section 3. Employees scheduled to work between 5:00 p.m. and 7:00 a.m., will not have deductions made for meal breaks. When employees are performing work tasks which require continuous work activity inclusive of, but, not limited to oiling, blacktopping, chipping, sanding, etc. and unable to take their normal lunch period from 12 noon to 12:30 p.m. will continue such work and be paid for said hours of work.

Section 4. Any employee called into work shall be guaranteed a minimum of four (4) hours pay. If only one crew is out, the employee may return home upon completion of his assigned task. If more than one crew is out, the Highway Superintendent may, at his discretion keep the employee the whole four (4) hours or longer or release him to go home.

ARTICLE 6: HOLIDAYS

Section 1. There will be nine (9) full holidays plus one (1) floating holiday each year. The scheduled holidays shall be as follows:

New Years Day
Memorial Day
Independence Day
Labor Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
(Floating Holiday)

Section 2. Any employee who works on one of the scheduled holidays shall receive holiday plus time and one-half for each hour worked. Any employee who works on Christmas Day shall receive holiday pay plus double time for each hour worked.

Section 3. Employees shall receive eight (8) hours pay for a full holiday.

Section 4. If a holiday falls on a Saturday or Sunday, it will be observed on the day designated by the State of New York.

ARTICLE 7: VACATIONS

Section 1. Vacation pay shall be granted to employees covered by this Agreement according to the following schedule:

After one year of employment - One week vacation
After two years of employment - One week and one day of vacation
After three years of employment - One week and two days of vacation
After four years of employment - One week and three days of vacation
After five years of employment - One week and four days of vacation
After six years of employment - One week and five days of vacation
After seven years of employment - two weeks of vacation
After eight years of employment - two weeks of vacation

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After nine years of employment - two weeks of vacation
After ten years of employment - two weeks of vacation
After eleven years of employment - two weeks and one day of vacation
After twelve years of employment - two weeks and two days of vacation
After thirteen years of employment - Two weeks and three days of vacation
After fourteen years of employment - two weeks and four days of vacation
After fifteen years of employment - three weeks of vacation

All present employees hired before December 31, 1985 will be grandfathered for vacations according to the following schedule:

Up to one year of continuous employment - no vacation pay
One year or more of continuous employment - 10 working days
15 Years or more of continuous employment - 15 working days

In addition, the week of July 4th each year will be a "shut down" week for the Town Highway Department. This "shut down" will be in addition to the existing negotiated vacation schedule for employees.

Section 2. Vacation choice shall be by seniority with the use of a vacation calendar filled out not later than April 1st of each year. No more than one (1) employee can be on vacation at the same time unless mutually agreed by the Highway Superintendent, except there may be more than one (1) employee of on vacation at any one (1) time in the months of April, May, June and October, but no more than two (2). A vacation may be changed once after April 1st as long as it does not interfere with another employees vacation and with the approval of the Town Highway Superintendent.

Section 3. Except in extreme emergency situations, no employee shall be called in to work while on their scheduled vacations.

Section 4. If a holiday covered by this Agreement falls within an employee's vacation, the days shall not be counted as a vacation.

Section 5. Unused accrued vacation may not be carried over from year to year.

Section 6. When an employee commences his vacation he shall be paid in advance for the vacation time he intends to use.

ARTICLE 8: SICK LEAVE

Section 1. Employees shall receive forty-eight (48) hours of sick time with pay each year. Employees may use sick time in blocks of two hours minimum.

Section 2. Employees may accumulate a maximum of ninety (90) sick days total.

Section 3. The Employer may require a physician's statement if an employee is out sick more than four (4) consecutive days.

Section 4. If an employee passes away while still an employee of the Town, his beneficiary will receive the monetary value of seventy-five (75%) percent of accumulated sick leave.

Section 5. When an employee retires in the year 2000 from the Town and is in receipt of New York State Retirement Benefits, the employee will receive the monetary value of fifty (50%) percent of accumulated sick leave. After the year 2000, the monetary value will be 25 per cent of accumulated sick leave.

ARTICLE 9: PERSONAL BUSINESS TIME

Section 1. Every employee shall be entitled to twenty-four (24) hours business time per year. Employees may use personal business time in blocks of two (2) hours minimum. An employee will normally be required to give the Employer twenty-four (24) hours notice of his desire to take personal business time and such requests will not be unreasonably denied.

Section 2. Notwithstanding the foregoing, emergency personal business time may be taken with only one (1) hour's notice before the beginning of the shift. However, the Employer reserves the right to be informed of the general reason for the need to take such emergency personal leave.

ARTICLE 10: BEREAVEMENT LEAVE

An employee who has completed his probationary period and who is absent from work solely because of the death and his attendance at the funeral of his father, mother, spouse, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandparents, grandchildren, step-children, or children shall be compensated on the basis of his regular rate for the time lost by him from his regular schedule by reason of such absence, from the day of death up to and including the day of the funeral for a maximum of three (3) days.

If an active employee of the Town passes away, his fellow employees called to serve as pallbearers will be given the day of the funeral off to attend to funeral services. All other employees not called to serve as bearers will be given the day of the funeral off except in unusual conditions and with prior approval of the Highway Superintendent.

ARTICLE 11: HEALTH INSURANCE

The Town agrees to participate in the New York State Teamsters Council Health and Hospital Fund, with coverage being the following: Supreme Medical/Prescription, Dental-Option One, Vision.

Effective June 1, 2003 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$49.50 per week; 2-Person coverage - \$104.25 per week; Family coverage - \$149.25.

Effective January 1, 2004 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$55.50 per week; 2-Person coverage - \$116.50 per week; Family coverage - \$167.00.

Effective January 1, 2005 The Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund: Single coverage - \$62.75 per week; 2-Person coverage - \$131.25 per week; Family coverage - \$188.00.

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

The Employer shall continue to pay the full cost of the health insurance for employees and dependents as has been the current practice for the 2003 and 2004 contract years.

Effective January 1, 2005, the Employer shall pay the cost of single coverage for all employees, employees shall contribute on a weekly basis 10% of the cost of the health insurance for their dependents. Employees with 2-person coverage shall pay - \$6.85 per week (\$131.25 2-person minus \$62.75 single = \$68.50 x .10% = \$6.85). Employees with family coverage shall pay \$12.53 per week (\$188.00 family minus \$62.75 single = \$125.25 x .10% = \$12.53).

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 12: PENSION

Section 1. The Town of Oswegatchie shall provide to the employees, the New York State Employees' Retirement System Plan, no. Sec. 75-c, Noncontributory (age 55) plan - 1/60th from 4/1/60 - (Plan Code 01-S) which the Town of Oswegatchie adopted on September 9, 1982.

Section 2. The Town of Oswegatchie agrees when the law and the New York State Retirement System allows people to move from the Tier 3 (Contributory) to any other Plan in the New York State Retirement System, the employees under the Tier 3 Plan will be moved to the 75-c plan, Noncontributory (Code 01-S) with no cost to the employees.

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ARTICLE 13: WAGES

The pay rate for all full time employees of the Highway Department of the Town of Oswegatchie shall be as follows:

	Effective 1/1/2003	Effective 1/1/2004	Effective 1/1/2005
M.E.O./Truck Driver/Laborer	\$13.05	\$13.40	\$13.80

Operator, truck driver, laborer (intended to include all employees of the Town Highway Department) \$.50 per hour above the M.E.O. rate will be paid to the working foreman.

New employees hired will be paid two (2) dollars less than the regular rate and will be increased at the rate of \$.40 for every six months for a period of two and one-half years and will be increased \$.55 6 months prior to reaching their third anniversary date.

(i.e. New employees hired 1/1/2000 would receive \$2.00 less for a period of the first six months at the rate of \$10.15. Six months later, the rate would be \$10.55, 1 year from the date of hire would be \$10.95, 18 months from date of hire would be \$11.35, 2 years from date of hire would be \$11.75, 30 months after date of hire would be \$12.15, 3 years after date of hire, the employee will be treated as all other full-time employees regarding wage rate. Present employees will be placed at the appropriate rate according to their date of hire per this schedule.

ARTICLE 14: EFFECTIVENESS OF THIS AGREEMENT

It is agreed by and between the parties that any provisions of this Agreement requiring legislative action of the Town of Oswegatchie or otherwise to permit its implementation shall not become effective until the appropriate legislative body has given its approval or taken such legislative action.

ARTICLE 15: STRIKES PROHIBITED

Pursuant to Section 210, Subdivision 1, of the Public Employee's Fair Employment Act, the employees and the Union shall not engage in a strike, and the Union shall not cause, instigate, encourage or condone a strike.

ARTICLE 16: UNION VISITS

Authorized agents of the Union shall access to the Employer's establishment during working hours for the purpose of conferring with the Union Steward. The union agent shall in all cases first contact the Town Highway Superintendent and advise him of the intent to confer with

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the Union Steward and request his permission to have the conference if it does not interfere with the working schedule of the Town. The Town Superintendent shall then permit the conference unless in his judgement it does interrupt the working schedule of the Town. No meetings with the membership of the Union shall be held during working hours, and the Union agrees that its agent will do nothing to interrupt the Employer's work schedule or the work of the employees.

ARTICLE 17: BULLETIN BOARDS

The Employer agrees to provide a bulletin board four feet by four feet in size to permit the Union to post notices and other materials pertaining to the official business of the Union on said bulletin board and at no other places.

ARTICLE 18: SHOP STEWARDS

The Employer recognizes the right of the Union to designate shop stewards. The authority of the stewards so designated by the Union shall be limited to and, shall not exceed, the following duties and activities:

- a) investigation and presentation of grievances in accordance with the provisions of Article 5 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 a refusal to perform work assignments

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

ARTICLE 19: LEAVE OF ABSENCE

Leaves of absence from the employment from the Town of Oswegatchie may be granted at the discretion of the Employer for not more than sixty (60) days and, once granted, the employee, if he returns to a job at the Town of Oswegatchie, shall be accorded full seniority, including any time employed by the Employer outside the Town Highway Department. Applications for leaves of absence must be in writing and a copy of the application and the granting or refusal of such a leave should be furnished to the Union on request.

ARTICLE 20: 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 may in their power to do so.

ARTICLE 21: RESOLUTION OF COLLECTIVE NEGOTIATIONS

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

ARTICLE 22: DEFECTIVE EQUIPMENT

The Employer shall not require an employee to take out on the streets or highways any vehicle or piece of equipment that is not in safe operating condition or equipped with the safety appliances proscribed by law. It shall not be a violation of this agreement if an employee refuses to operate such equipment, unless such refusal is unjustified. An employee who believes a vehicle or piece of equipment is unsafe shall immediately notify the Superintendent of Highways who shall make a final determination as to whether or not the vehicle or piece of equipment is safe. If the vehicle or piece of equipment is found to be not safe it shall be tagged so that it will not be used until it is repaired or properly adjusted by the maintenance department.

ARTICLE 23: NOTICE OF LAY OFF

The Employer shall give all employees being laid off one (1) week's notice 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 a fire, flood, storm, explosion, power failure, acts of God or other acts which are not in the control of the Employer.

ARTICLE 24: SAVINGS CLAUSE

In the event any provision of this agreement is held to be illegal, unenforceable, or in conflict with the rulings of the Comptroller of the State of New York or a law, then the other provisions of this agreement shall continue in full force and effect.

ARTICLE 25: UNION SECURITY

Section 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.

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Section 2. 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 4.

Section 3. The Employer agrees to make a payroll deduction when properly authorized by the employees and shall remit the same to the Union not later than the end of the month in which the deductions were made.

Section 4. 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.

ARTICLE 26: JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received for such jury service and their regular weekly earnings. In order to qualify for any payment by the employer, the employee must submit a copy of the jury duty request to the employer. If the employee is relieved from jury duty he/she must report work at the normal time. If he/she reports for jury duty and is relieved with four (4) hours or more left in that work day, he/she will return to work for the remainder of the day.

The Superintendent does not have to offer employees serving on jury duty overtime if the overtime is a continuation of normal working hours that day. But, if the work force is relieved and then returns to work, the Superintendent shall call according to seniority.

If an employee is excused from Jury Duty the night before, he/she shall notify the Superintendent of his availability for overtime and if the Superintendent wants the employee to report for work, he shall have the right to call the employee for work when there is a continuous overtime situation.

ARTICLE 27: CREDIT UNION

The Employer agrees to make payroll and credit union deductions when properly authorized by the employees and shall remit the same to the St. Lawrence Federal Credit Union not later than the end of the month in which deductions were made.

ARTICLE 28: SUCCESSORS CLAUSE

This agreement shall be binding upon the successor or assign of the Town of Oswegatchie or of the Union.

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ARTICLE 29: DURATION

This agreement shall become effective January 1, 2003 and shall continue in full force and effect until December 31, 2005. It shall be automatically renewed and continued thereafter, from year to year, unless and until terminated by either party by written notice of such intention to terminate given not less than one hundred twenty (120) days prior to the expiration date of this agreement to the other party.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NY 13676

TOWN OF OSWEGATCHIE
P.O. BOX 190
HEUVELTON, NY 13654

Michael E. Matthews
BUSINESS AGENT

Alfred J. Nichols
SUPERVISOR

NEGOTIATING COMMITTEE

James Shaw
James Shaw, Steward

Steve Crobar
Steve Crobar, Com. Member