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#### Contract Database Metadata Elements

Title: **Sidney, Town of and International Brotherhood of Teamsters (IBT), AFL-CIO, Local 693 (2004)**

Employer Name: **Sidney, Town of**

Union: **International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **693**

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—Contract—

2004 - 2005 - 2006

1/1 - 12/31 BC | 9101

This is an Agreement entered into by and between the **TOWN OF SIDNEY**, (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL 693 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, (I.B.T.), AFL-CIO**, (hereinafter referred to the "Union") under Article 14 of the Public Employment Act of the State of New York.

**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

**IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT, REQUIRING THE 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 1 - RECOGNITION**

The Employer (Town of Sidney) hereby recognizes the Union (Teamsters Local No. 693) as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of employment and all other conditions of employment for the term of this Agreement for all full-time non-supervisory Town Highway Department employees, and Highway Foreman as applicable. All other Employees, including all part-time, casual, seasonal, temporary and substitute Employees are excluded from this Agreement.

(a) Part-time employees shall mean employees that regularly work 24 hours or less per week.

(b) Casual, seasonal, shall mean employees that work five months or less in a calendar year. They may perform bargaining unit work.

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NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

(c) Substitute, temporary, shall mean employees that are filling positions during periods regular employees are off, and such employment terminates upon the regular employee's return or when the permanent employee is terminated or terminates his or her employment

(d) Working Foreman

The highway superintendent will designate the working foreman and when that person is acting as working foreman, A person who works in the position of Working Foreman for the Town of Sidney will be responsible for making sure that work flow in a work area occurs in a smooth manner, and that the work assignments are distributed among the work area personnel. Working Foreman will perform any work in the work area as needed. Working Foreman will have no responsibility nor authority to hire, transfer, suspend, lay-off, recall, promote, discharge, reward or discipline other employees, and the Working Foreman will have no responsibility nor authority to recommend such actions. The working foreman will be paid \$.50 per hour additional, but only when acting as Working Foreman.

**ARTICLE 2 - NO DISCRIMINATION - NO STRIKE**

The Union agrees as a condition of the recognition given by the Employer, not to discriminate in the representation of all of the Employees within the Unit, whether members of the Union, or not; or to encourage a strike, slow-down, or other work stoppage; or to cause, instigate, encourage or condone the same, and any violation shall be subject to all of the sanctions and penalties of law.

The Employer agrees that there shall be no lockout of employees during the term of this Agreement, nor shall any employee covered by this Agreement be required to perform work outside the County of ~~Cherango~~ during a labor dispute.

Delaware  
JAM.

### ARTICLE 3 - UNION SECURITY

1. Membership in the Union is not compulsory. Employees have the right to join or refrain from joining as they see fit. Maintenance of membership in the Union cannot be required once an employee joins same. State Law affords all Public Workers in New York State the aforesaid rights.

2. The Employer agrees to make payroll deductions for union dues and assessments ( not including initiation fees) at the full rate per month or as certified in writing by the Union and for Agency Fees at One Hundred percent (100%) of the current union dues. That amount will be deducted evenly from each check remitted to the Union as long as a signed union dues payroll deduction authorization is in effect and has not been revoked. The Union agrees to indemnify and save harmless the Employer from any and all loss, damage, claims or expense it may incur resulting from the aforesaid deductions.

3. Non-union members shall be required to pay an Agency Fee as stated in Article 3.2.

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

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

6. The Highway Superintendent shall not do bargaining unit work consisting of plowing or other emergencies unless all the other employees are called.

The Highway Superintendent shall be limited to overtime of two (2) hours of unit work in plowing and other emergencies unless all regular employees desiring to work overtime have been given the opportunity to work.

### ARTICLE 4 - INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment only with the permission of the Superintendent of Highways or the Supervisor for the purpose of adjusting disputes, investigating work conditions, collections of

initiation fees and dues and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule and permission shall not be unreasonably withheld.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

Union recognizes the rights of the Town to retain and reserve unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New York and/or the United States of America to determine the standards of service to be observed by the Town; to determine standards of selection for employment; to determine the methods, means and personnel by which its operation are to be conducted; the right to direct its employees, determine the number of employees it will employ, the right to hire, suspend, discharge, discipline for just cause with due process.

#### **ARTICLE 6 - STEWARDS**

1. The Employer recognizes the right of the Union to designate a steward and alternate steward to act in the absence of the steward. This designation and any changes thereto shall be made in writing to the Highway Superintendent.

2. The authority of the steward so designated by the Union shall be limited to, and shall not exceed, the following duties and activities. The steward will be paid by the Town for time spent on these duties or activities during working hours up to a maximum of 15 minutes in any work day, except for such duties as set forth in subparagraph 6 (a) below.

- (A) The investigation and presentation of grievances or attendance at arbitration in accordance with the grievance article. (Article 8)
- (B) Posting union notices, negotiations and conferences with the Employer.

#### **ARTICLE 7 - SENIORITY**

1. A new employee may be discharged or disciplined at the sole discretion of the Employer, and without recourse to the grievance and arbitration procedures, (except for discharge or discipline for union activity) up to the time he has been placed on the seniority

list (after working six (6) calendar months) during which time he will be considered a probationary employee.

2. After working six (6) calendar months, a new employee hired in this unit full-time shall be placed on the seniority list as of his first day of full-time employment in the unit with the Town.

3. In case of layoff due to lack of work, Employees shall be laid off in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Call back of Employees shall be by seniority as long as qualifications for the job have been met.

4. (a) Employees to be laid off shall be given 14 calendar days notice of lay-off.

5. When the working force is increased after a lay-off, employees shall be recalled based upon their previous seniority with the Employer prior to lay-off. Notice of recall shall be sent to the employee's last known address by certified mail. An employee must report for work within ten (10) calendar days of receipt or attempted delivery of notice of recall or forfeit such recall rights.

(a) No new employees shall be hired until all employees on lay-off status have first been given the opportunity to return to work per the provisions of this Article.

#### **ARTICLE 8 - GRIEVANCE PROCEDURES**

In the event that any difference, dispute, or controversy should arise between the Union, employee and the Employer over the application and interpretation of the terms of this Agreement, there shall be no work slow-down or work stoppage. An earnest effort will be made to settle such difference immediately and in the following manner:

1. Informal discussion - Within 5 work days from knowledge an aggrieved employee must, together with his Union Steward, first attempt to resolve the grievance with the Superintendent of Highways, notifying the Superintendent that the discussion constitutes the informal step of the grievance procedure. The local steward may be present upon the request of the employee.

2. Formal grievance procedure - A grievance must be filed at Step 1 of the procedure through the use of the grievance form within five work days from the knowledge. If no such notice is

served in the time specified, the grievance will be barred.

a. Step 1 - Superintendent of Highways. Formal grievances will be filed with the Superintendent of Highways. Within five workdays of receipt of the grievance, the Superintendent will meet with the grievant and/or the steward will discuss the complaint. Within five workdays after the meeting, the Superintendent will render a written decision to the grievant(s). If the decision is not made in 8 days the Union and employee may proceed to step 2.

b. Step 2 - Town Supervisor. If the answer in Step 1 is unsatisfactory, the Union may submit the grievance, within eight workdays, to Step 2 by serving written notice on the Supervisor. The Supervisor will hold a meeting within ten workdays of receipt of the written notice at which the grievant and/or the Union's representative will discuss the complaint. A written decision will be rendered within eight workdays after the hearing. Times may be extended by mutual consent.

c. If the decision in Step 2 is unsatisfactory, the parties agree to submit the grievance to the New York State Public Relations Mediation and Arbitration Service.

The foregoing is the preferred arbitration procedure. However, if for any reason either party (Employer or Union) refuses to participate in such procedure, then at the sole discretion of the charging party they may elect to use the services of the P.E.R.B. regular arbitration procedure.

#### **ARTICLE 9 - DISCIPLINARY ACTION/DISCHARGE**

1. The Employer may discipline and/or terminate the employment of any employee for just and sufficient cause. Just and sufficient cause shall include, but is not limited to, theft, physical violence, fraudulent activities, falsification of official records, intentional damage of equipment, use of any drugs, barbiturates, or any amphetamines as defined under the Pure Drug and Food Act unless prescribed by a physician, or use of alcohol or drugs while at work. It is understood that any of the aforesaid specified causes shall constitute just and sufficient cause.

Base Wages 2004	0-4 yrs	12.25
	5 yrs	12.50
	10 yrs	12.75
	15 yrs	13.25
	20 yrs	13.75
	25 yrs	14.00

Wages increase \$.45 - 2005 and \$.45 - 2006

Wayne Lambrecht shall be paid \$14.50 in 2004, and he shall receive all additional raises per contract.

**Retroactivity of \$.45 per hour for all hrs back to 1-1-04**

Wages will be paid before noon every other Friday.

**ARTICLE 12 - HOLIDAYS**

1. Permanent full-time employees shall be entitled to the following Holidays plus 3 floating holidays.

1. New Year Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Day

2. An employee must work the day before and the day after a paid Holiday to be paid for the Holiday, unless He or She takes a personal day, vacation day, or a sick day.

3. Should an employee be required to work on a holiday or a Sunday, he shall be paid at the rate of twice (2x) his regular pay. On a holiday he will also receive his regular holiday pay.



**ARTICLE 13 - VACATIONS**

1. Each employee will be granted vacations as follows: *French 8-7-2000*  
*Shunk 1-1-2000*  
*Hunt 3-30-98*

	<b>hired prior to 1998</b>	<b>hired after 1998</b>
1-year	10 days	1 year 10 days
2 years	15 days	5 years 15 days
10 years	20 days	
15 years	25 days	

2. One (1) week vacation can be carried over.

3. All accrued vacation will be paid to the employee on separation from employment or to his estate upon his death. Two weeks notice must be given to quit.

4. Vacation day can be used in ½ day increments.

**ARTICLE 14 - HEALTH INSURANCE**

Teamsters Health and Hospital at the composite rate for Supreme, Vision, Dental 1. The employee will pay 10%. Upon initial enrollment in the Teamsters' plan by the Town, any employee may opt out, and shall thereafter receive 40% of the individual cost per month. The employee must have and maintain coverage through his/her spouse and provide documentation to prove this upon request.

**ARTICLE 15 - SICK LEAVE**

1. Each employee will be entitled to 13 sick days per year which can accumulate to a total of 150 days.

2. The town will institute 41J.

**ARTICLE 15 A - PERSONAL LEAVE DAYS**

Each employee shall be entitled to three (3) personal leave days per year.

**ARTICLE 16 - WORKERS COMPENSATION**

Employer shall maintain appropriate statutory Workers Compensation coverage. Should an employee have accumulated sick leave, personal days or vacation time, the employee may use his accumulated sick leave, personal days or vacation time to supplement his workers compensation benefits to keep the employee at full pay while out on workers compensation. The employee must make his supplemental request in writing and his pay will be supplemented at the rate of one third his regular pay for so long as he has remaining accumulated sick leave, personal days or vacation time.

**ARTICLE 17 - ABSENCES**

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

**ARTICLE 18 - BEREAVEMENT LEAVE**

(a) Three (3) full days with pay will be granted for a death in the immediate family of the employee. "Immediate family" to be defined as father, mother, brother, sister, grandparents, grandchild, spouse or children, mother or father in law , step-children, grandparents in-law, step mother, step father, domestic partner, daughter-in law and son in law.

(b) One (1) full day with pay will be granted for a death of an Aunt or Uncle, Sister-in-law and Brother-in-law.

(c) One (1) of the three (3) days may be held for interment in the spring.

## APPENDIX A

The Employer and the Union agree that the terms and conditions set forth in this section (Section 10) of the agreement pertain solely to Roger Elwood ("Elwood"). Future Parks Directors shall not be considered member of the bargaining unit governed by this agreement.

1. The Employer acknowledges that Elwood has in the past taken an annual five month leave of absence from his job duties in the Highway department in order to work for the Employer as Parks Director. If Elwood continues during the course of his employment with Employer to take annual leave to work as Parks Director for Employer, Employer agrees to the Following.

- A. Elwood shall continue to be subject to all of the rights, terms, benefits and conditions of this agreement while performing his work as Parks Director, except as listed in subsection B of this section of the agreement.
- B. Elwood shall not be subject to:
  - 1. The hours of work and overtime as set forth in Article 10: or
  - 2, The wages set forth in Article 11.
- C. Elwood's hours of work shall be as necessary to properly operate the Park.
- D. Elwood's wages shall be \$2,484.00 per month for the year 2004.

*Talked to Roberta 3-9-05  
Said Roger does not have to write a  
letter of absence. However, it  
still take dues from wages.*