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#### **Contract Database Metadata Elements**

Title: **Adams, Village of and International Brotherhood of Teamsters (IBT), Local 687 (2008)**

Employer Name: **Adams, Village of**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **06/01/08**

Expiration Date: **05/31/11**

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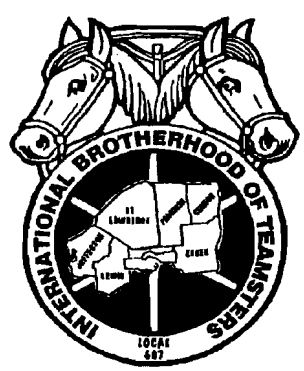
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ORIGINAL

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ARTICLES OF AGREEMENT

by and between



TEAMSTERS UNION 687  
14 Elm Street  
Potsdam, New York 13676

and

VILLAGE OF ADAMS  
3 South Main Street  
Adams, New York 13605

Effective: June 1, 2008

Expiration: May 31, 2011

to employees

VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #2

THIS AGREEMENT entered into this 26th, day of August, 2008, by and between the VILLAGE OF ADAMS (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 of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, 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 recognize any such strike by the employees, nor impose any obligations on said employee 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 the 1st day of June, 2008 and running through the 31st day of May, 2011, 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 recognized the Union as the exclusive representative of its Department of Public Works in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees 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 agrees to be described as follows:

Included: Department of Public Works employees consisting of full time and regular part-time laborers, working foreman(s), and Water/Waste Water Operator(s). Specifically excluded are Elected Officials, Management Staff, casual employees and all other employees of the Village.

Definition: Regular Part-time: Regular part-time under this agreement is an employee who works a regular weekly schedule of less than forty (40) hours per week and has completed a probationary period for the appointment under the Rules and Procedure of the Jefferson County Civil Service Commission. Regular part-time employees who work, at least twenty-four (24) hours per week shall receive prorated leave benefits based on their normal work schedule. Only full time employees shall receive health insurance benefits.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If any Article 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

## VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #3

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 here to shall enter into immediate collective bargaining negotiations, upon the request of either party for such Article or Section during the period of invalidity or restraint.

### ARTICLE 3: UNION SECURITY

The Union agrees to represent those employees in the bargaining unit who elect to be members of the union, and also to represent those employees who elect not to join the Union. The Union members shall pay dues and in the event that a Union member signs a dues authorization card, the Employer will deduct from the individual's wages the amount of the dues. The Employer shall forward to the Union on a monthly basis those dues collected. An 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 or be required to pay any other Union fees. 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 are made. (The payment of dues by the nonunion member shall not be construed by the parties hereto as any indication that person or individual is a member of the Union, absent any Union card.)

### ARTICLE 4: UNION ACTIVITY ON EMPLOYER'S PROPERTY

The Union shall notify the Village in writing of the Union's authorized Business Agent assigned to the Village. The authorized Business Agent of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes and meeting Village officials, provided that there is no interruption of the Employer's work schedule by the Union's request. All such visitation(s) shall be upon reasonable notice to, and approval by, the Highway Superintendent.

### ARTICLE 5: MANAGEMENT RIGHTS

The rights to hire, promote, discharge, layoff, or discipline employees for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of the Employer. In addition, the Employer reserves onto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, 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 Employer.

VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #4

ARTICLE 6: MUTUAL INTEREST

The Union, employee members and Employer, 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 7: BULLETIN BOARD

The Employer agrees to provide space for a bulletin board and to permit the Union to post non-derogatory and nonpolitical notices and other material pertaining to official business of the Union. Such location and size as determined by the Employer. The mayor shall receive a copy of all postings.

ARTICLE 8: SENIORITY

- A. The principles of seniority shall apply in all cases of promotion, layoff, recall, vacation selection, overtime and workweek assignment. Seniority shall be a factor, along with efficiency, aptitude and ability to do the job.

Seniority shall be broken by: 1) a voluntary quit,  
2) a discharge, or  
3) a layoff of six (6) months or more.

- B. After successfully completion of the twenty-six (26) week probationary period, an employee hired as a full-time employee shall be placed on the seniority list as of his/her first day of probationary employment.
- C. The Employer shall furnish the Union a seniority list upon the request of the Union, but not more often than once every calendar year.
- D. When the Employer deems it appropriate to layoff an employee, such employee may be laid-off without notice to the Union.
- E. As of 6/1/02 create a seniority list, Overtime will begin by offering the most senior employee the first available overtime. Thereafter when an employee is unavailable, works overtime or denies overtime they will be placed at the bottom of the list. The list will rotate in the above manner.

ARTICLE 9: 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.

VILLAGE OF ADAMS

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

- a. The investigation and 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 Steward shall not be laid off or discharged without notifying the Union business agent in writing.

ARTICLE 10: ARBITRATION AND GRIEVANCE PROCEDURE

10.1 In the event that a contract grievance should arise between the Employer and the Union, or its members employed by the Employer, over the application or interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner:

- a. Definition: A grievance shall be defined as a dispute involving the interpretation in application of the Agreement. A meeting will be scheduled between the aggrieved employee (with or without the Steward) and the immediate supervisor. A written statement of the grievance must be filed with the DPW Supervisor within forty-eight (48) hours of the incident giving rise to complaint. A copy of all written grievances must be submitted at this time to the Mayor and the DPW Commissioner. If no satisfactory agreement is reached within five (5) working days, then a meeting will be held between the Union Business Agent, DPW Commissioner and Mayor.

VILLAGE OF ADAMS

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- b. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

10.2 ARBITRATION: If any grievance cannot be satisfactorily settled, the grievance may be submitted by either party to the New York State Public Employment Relations Board for mediation and/or final and binding arbitration. 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. Time limits at any step may be extended by mutual agreement of the parties.

10.3 Should the Union or grievant fail to adhere to the specific time limits the grievance and any remedy sought shall be waived.

ARTICLE 11: HOLIDAYS

Employees shall receive the following paid holidays:

- |                      |                             |
|----------------------|-----------------------------|
| (1) New Year's Day   | (6) Christmas Day           |
| (2) Memorial Day     | (7) Presidents' Day         |
| (3) Independence Day | (8) Columbus Day            |
| (4) Labor Day        | (9) Veterans' Day           |
| (5) Thanksgiving Day | (10) Martin Luther King Day |

If any of these days fall on Saturday or Sunday, the village will grant the following Monday as the paid holiday.

Employees required to work on the above mentioned holidays shall receive holiday pay plus time and one-half (1 ½) for all hours worked on the holiday.

A paid holiday shall be counted equal to 8 hours and shall be counted as time worked for overtime purposes.

ARTICLE 12: VACATIONS

All employees on the seniority list who shall 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 forty (40) hours of vacation pay at straight time rates.

All employees on the seniority list who have been in the employment of the Employer for a period of two (2) years shall receive forty (40) hours vacation pay at straight time rates.

VILLAGE OF ADAMS

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All employees on the seniority list who have been in the employment of the Employer for a period of three (3) years or more shall receive eighty (80) hours of vacation pay at straight time rates.

All employees on the seniority list who have been in the employment of the Employer for a period of ten (10) years or more shall receive one hundred twenty (120) hours of vacation pay at straight time rates.

All employees on the seniority list who have been in the employment of the Employer for a period of fifteen (15) years or more shall receive one hundred sixty (160) hours of vacation pay at straight time rates.

Vacation may be taken in ½ day increments.

Paid vacation is not considered time worked for overtime purposes.

Granting and Denial of all requested vacation time are at the sole discretion of the Employer/Designee. In emergency situations the employer may revoke any previously approved vacation time off. Should an employee be called in to work once he/she has started vacation, they shall receive time and one-half for hours worked on the scheduled vacation day.

ARTICLE 13: SICK LEAVE

All full time employees with one (1) year's service will be entitled to five (5) sick days each contract year with a maximum accumulation of fifteen (15) days. Unused sick time will be paid at retirement providing the village receives a written two (2) week notice.

Employees may be required to furnish a doctor's excuse after an absence of two (2) or more consecutive days or a total of four (4) days in a twelve (12) month period.

One day of sick leave will be equal to eight (8) hours and is considered as time worked for overtime purposes.

Sick-time may be taken in ½ day increments.

ARTICLE 14: PERSONAL BUSINESS FILE

All full time employees shall be entitled to three (3) paid personal days per year after the probationary period has been successfully completed.



VILLAGE OF ADAMS

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An employee is required to give the Employer as much notice as possible but not less than forty-eight (48) hours of his desire to take personal time and such requests will not be unreasonably denied. This may be waived at the Employer's discretion.

Time must be used for emergency personal business only, and may not be used for purposes associated with a second occupation.

A personal day shall be considered an 8 hour day and is not considered as a day worked for overtime purposes.

ARTICLE 15: FUNERAL LEAVE

An employee may take up to three (3) scheduled paid work days off to attend funeral services in immediate family. The immediate family shall consist of mother, father, spouse, son, daughter, grandparents, grandchildren, sisters, brothers, current mother and father-in-law, and current sons and daughters-in-law. Personal leave and vacation days may also be used. It is understood that the last day off is to be the day of the funeral, except that one (1) day of the three (3) maybe used if travel is required outside of New York State.

ARTICLE 16: SHOE AND CLOTHING ALLOWANCE

Effective June 1, 2008, full time employees shall receive \$150.00 and effective June 1, 2009 full time employees shall receive \$175.00 and June 1, 2010 full time employees shall receive \$200.00 for the purchase of work pants.

The Employer will provide rubber boots to employees on an "as needed" basis. The employee must turn in used boots when replacement is requested. The Village will provide each employee with five (5) light weight shirts for hot weather use. The wearing of these shirts shall be at the discretion of the Superintendent. Effective June 1, 2008, full time employees shall receive \$125.00 and effective June 1, 2009 full time employees shall receive \$135.00 and June 1, 2010 full time employees shall receive \$150.00 for the purchase of work gloves and OSHA approved work shoes. The employee is required to have the appropriate gloves and shoes available as needed.

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VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #9

ARTICLE 17: HEALTH AND HOSPITAL

Effective June 1, 2008 the Village will participate to the Teamsters Select Plan providing medical, prescription drug and vision benefits at the following weekly rates.

From	06-01-08	01-01-09	01-01-10	01-01-11
To	12-31-08	12-31-09	12-31-10	05-31-11
Single	\$74.70	\$89.30	\$102.50	\$113.20
Two Persons	\$149.30	\$178.60	\$205.00	\$226.30
Family	\$205.30	\$245.60	\$281.90	\$311.20

wkly Rate  
 x 52  
 ÷ 12 to  
 get monthly  
 premium

The employee will contribute 40% of the appropriate premium.

ARTICLE 18: RETIREMENT

The Employer will continue the New York State Retirement system plan pursuant to Village policy.

ARTICLE 19: 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 20: LEGISLATIVE ACTION

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

ARTICLE 21: WAGES AND WORKING CONDITIONS

- A. Workweek: The normal full-time workweek shall be forty (40) hours, with an additional one (1) hour unpaid lunch per day. The normal workweek shall be Monday through Saturday, inclusive. The Employer retains the right to adjust the starting and ending times and the length of the workday at its discretion.
- B. Overtime: All hours actually worked in excess of forty (40) hours per week, eight (8) hours per day or the normal workday whichever is greater, where applicable shall be paid at the rate of one and one-half (1 ½) times the employees hourly rate.

VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #10

- C. Call-In Work: Employees shall be guaranteed at least two (2) hours pay and work for all Call-In work.
- D. Vacation, Holidays, Personal Leave, Bereavement Leave and Sick Leave shall be paid on an eight (8) hour per day basis.
- E. All employees shall comply with all work schedules and assignments and report for all call-outs within one (1) hour of being contacted as a condition of further employment.
- F. Duty Time: Employees duty time will be monitored by the Employer or his/her designee by a sign-in and sign-out or a time clock method at the employer's discretion.

The parties agree that tardiness and excessive absenteeism is unacceptable work performance.

Should an employee be tardy or have excessive absenteeism, the Employer may take such action as they deem appropriate.

Any employee who falsifies his/her or anyone else's time card or sheet shall be automatically terminated and forfeits all rights to pay or unused vacation accruals or other benefits.

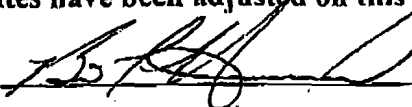
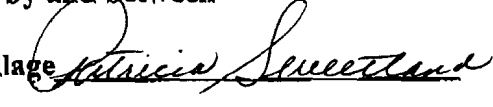
G. Wages for the contractual period are as follows:

	Effective 6-1-2008	Effective 6-1-2009	Effective 6-1-2010
Jo Anne Smith	\$16.13	\$16.69	\$17.27
Rick Towles	\$12.73	\$13.18	\$13.64
Charles Barney	\$12.73	\$13.18	\$13.64
Mike Cousins	\$11.78	\$12.19	\$12.62
Tony Frederick	\$11.78	\$12.19	\$12.62
Ron McNett	\$14.00	\$14.49	\$15.00

ARTICLE 22: CREDIT UNION

The Employer agrees when authorized to provide payroll deduction for the credit union selected by the majority of employees.

Names and rates have been adjusted on this day 4-29-09 by and between

For the Union  For the Village 

VILLAGE OF ADAMS

Contract Period 6/1/08 - 5/31/2011 Page #11

ARTICLE 23: DISCIPLINARY ACTION

Disciplinary action shall be conducted pursuant to Civil Service Law. In cases of Section 75 proceedings the Hearing Officer shall be selected by mutual agreement of the parties within thirty (30) days of the filing of formal charges. If mutual agreement is not reached, then the parties will request that a neutral hearing Officer be appointed by the Public Employment Relations Board. The appointed Hearing Officer shall conduct all actions pursuant to Civil Service Law.

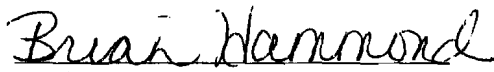
ARTICLE 24: DURATION AND REOPENING OF AGREEMENT

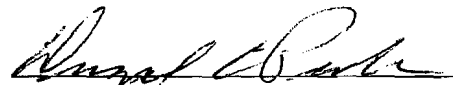
This Agreement shall continue in full force and effect from the 1st day of June 2008 to and including the 31st day of May 2011.

No Article, Section or Subsection shall be retroactive and only those items specifically incorporated in this agreement shall be binding on the Employer or its agents.

TEAMSTERS LOCAL 687  
14 Elm Street  
Potsdam, New York 13676

VILLAGE OF ADAMS  
3 South Main Street  
Adams, New York 13605

  
Business Agent *dm*

  
Mayor