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Contract Database Metadata Elements

Title: **Parishville, Town of and Town of Parishville Highway Department Employees, International Brotherhood of Teamsters (IBT), Teamsters Local 687 (2004)**

Employer Name: **Parishville, Town of**

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

Local: **Teamsters 687**

Effective Date: **01/01/04**

Expiration Date: **12/31/06**

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ARTICLES OF AGREEMENT

By and Between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York - 13676

and

TOWN OF PARISHVILLE

Box 155
Parishville, New York - 13672

EFFECTIVE: 1/1/2004

EXPIRATION: 12/31/2006

RECEIVED

APR 12 2004

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

10 People

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PREAMBLE:

This Agreement entered into this 10th day of December 2003, by and between the **TOWN OF PARISHVILLE** (hereinafter referred to as the "Employer") and **TEAMSTERS LOCAL UNION 687** affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter referred to as the "Union").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Town Highway Department Employees and Superintendent of Public Works in work classifications covered by this Agreement for the purpose of collective bargaining.

ARTICLE 2: SAVINGS AND SEPARABILITY CLAUSE

If in 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 invalid, or enforcement of or compliance with any has been restrained, the parties hereto shall enter into immediate collective bargaining negotiations, upon request of the 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

3.1 The Union agrees to represent all 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.

3.2 When the Employer needs additional men, the Union shall be given equal opportunity with all sources to provide suitable applicants, but the Employer shall not be required to hire those referred by the Union. All applicants shall be residents of the Town of Parishville.

3.3 A new Employee may be discharged or disciplined in the sole discretion of the Employer, without recourse to the grievance and arbitration procedures, up to the time he has been placed on the seniority list in accordance with Article 6.

3.4 The Employer agrees to make payroll deductions when properly authorized by the Employee and shall remit the same to the Union not later than the end of the month in which the deductions are made.

3.5 In the event that the current laws are repealed or modified so as to permit greater Union security than is contained in this Agreement, the parties hereto agree to negotiate concerning amendments to this Agreement, in accordance with said changes.

No provisions of this Article shall apply in any state to the extent that it may be prohibited by State Law. If, under applicable State Law, additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 5: BULLETIN BOARDS

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

ARTICLE 6: SENIORITY

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

6.2 After working ninety (90) days, a new full-time Employee shall be placed on the regular seniority list as of his first day of work. In the case of discipline within the ninety (90) day period, the Employer shall notify the Union in writing. New hire Employees will not be covered for Article 8 or Article 9 of the contract until he has completed his probationary period.

6.3 There shall be two (2) seniority lists: one for part-time and one for full time Employees and the Employer shall furnish the Union a seniority list, upon the request of the Union, not more than once every calender year.

6.4 When there is a vacancy for a full-time Employee, the position will be filled from the part-time seniority list on a seniority basis.

6.5 A part-time Employee moving from part-time to full-time will not have to complete the probationary period again.

6.6 Seniority will be determined by drawing of lots if Employees are hired on the same date.

6.7 Part-time Employees will be called on a seniority basis for overtime.

ARTICLE 7: JOB STEWARD

7.1 The Employer recognizes the right of the Union to designate a Steward.

7.2 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 and presentation of grievances in accordance with the provisions of Article 8 of this Agreement.
- B) the transmission of such messages and information which shall originate with, and are authorized by, the Union, provided such messages and information
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

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

ARTICLE 8: ARBITRATION AND GRIEVANCE PROCEDURE

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

- A) between the aggrieved Employee (with or without the Steward) and the immediate supervisor. A written statement of the difference or dispute must be filed within forty-eight (48) hours of the incident giving rise to complaint. If no satisfactory agreement is reached within five (5) working days, then
- B) between the Union business agent and the Employer. If no satisfactory agreement is reached within an additional five (5) working days, the following procedure shall apply:

8.2 ARBITRATION: If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Board of Mediation for final and binding decision. In the event the losing party fails to abide by the arbitrators decision, or either party refuses to submit to his jurisdiction, the other party shall have the right to immediately take all legal recourse.

ARTICLE 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge nor suspend any Employee without just cause. In all cases, involving the discharge or suspension of an Employee, the Employer must immediately notify the Employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Steward, and a copy mailed to the Union office as soon as reasonably possible, but not later than one (1) week from the time of the discharge or suspension.

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

9.3 A discharged or suspended Employee must advise the Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within nine (9) days from the date of discharge or suspension.

9.4 Should it be proved that an injustice has been done a discharged or suspended Employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the grievance procedure set forth in this Agreement.

ARTICLE 10: EXAMINATIONS

10.1 Physical, mental or other examinations required or requested by a governmental body or the Employer shall be promptly complied with by all Employees. The Employer shall pay for all such examinations. Such examinations shall not exceed one in any one year unless the Employee has suffered serious injury or illness within the year. The Employee shall not be required to have such examinations during his/her working hours unless paid by the Employer.

10.2 The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an Employee, have said Employee re-examined at the Union's expense. If the two physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expense of the third physician shall be equally divided between the Employer and the Union.

ARTICLE 11: MUTUAL INTEREST

The Union, as well as the Employee members thereof, shall agree that they will at all times further the interest of the Employer as fully as it be in their power to do so.

ARTICLE 12: LEGISLATIVE ACTION

It is agreed by and between the parties that any 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 13: NON-DISCRIMINATION CLAUSE

13.1 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), nor will they limit, segregate or classify Employees in any way to deprive an individual of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 70).

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

ARTICLE 14: DECLARATION OF NO STRIKE POLICY

In consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the Employees, the Union does hereby affirm a policy that it does not assert the right to strike against the Employer nor will it assist in or participate in any such strike by the Employees, nor will it impose any obligation on said Employees to conduct, assist or participate in a strike.

ARTICLE 15: RESOLUTION OF DEADLOCKS IN COLLECTIVE BARGAINING

15.1 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.

15.2 The parties hereby agree that an impasse in such negotiations shall be identified by the failure of the parties to have achieved an understanding or agreement sixty (60) days prior to the date of the vote on the annual budget.

15.3 In the event of an impasse, the parties agree to request the New York State Public Employees Relations Board to render assistance as provided for in Section 209 of the Civil Service Law of the State of New York.

ARTICLE 16: 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 is unjustified. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged, so that it cannot be used by other drivers.

ARTICLE 17: 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 conditions shall be maintained at not 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 provisions for improvements are made elsewhere in this Agreement.

ARTICLE 18: HOLIDAYS

18.1 Employees shall be paid, as hereinafter provided for New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day, and the Employee's Birthday provided they meet all of the following eligibility rules:

- A) The Employee must have worked the day before or the day after the holiday to receive holiday pay, unless absent because of an industrial accident for which the Employee receives Workmen's Compensation.
- B) Employees who have been scheduled to work and do not report for work on the holiday are not eligible for holiday pay.
- C) Laid off and furloughed Employees shall not be eligible for holiday pay.

18.2 Eligible Employees shall receive eight (8) hours' pay for each holiday specified not worked at their regular straight time hourly wage rate.

18.3 Employees eligible for holiday pay who work on the holiday shall receive, in addition to holiday pay, time and one half for the hours actually worked.

18.4 When one of the above specified holidays falls within an eli-

gible employee's approved vacation period, and he is absent from work during his regularly scheduled work week because of such vacation, he shall be paid for such holiday or have an additional day of vacation.

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

18.6 Part-time Employees will receive holiday pay for Thanksgiving Day, Christmas Day, and New Year's Day, if they are scheduled to work the day before and the day after the holiday.

ARTICLE 19: VACATIONS

19.1 All steady Employees who have been in the employ of the Employer for a period of one (1) year shall receive one (1) week's vacation with pay at the regular weekly rate of forty (40) hours.

19.2 All steady Employees who have been in the employ of the Employer for a period of three (3) years shall receive two (2) week's vacation with pay at the regular weekly rate of forty (40) hours.

19.3 All steady Employees who have been in the employ of the Employer for a period of seven (7) years shall receive three (3) week's vacation with pay at the regular weekly rate of forty (40) hours.

19.4 Commencing January 1, 1988, all steady Employees who have been in the employ of the Employer for a period of fifteen (15) years shall receive four (4) week's vacation with pay at the regular rate.

19.5 Commencing January 1, 1995, all steady Employees who have been in the employ of the Employer for a period of twenty five (25) years shall receive five (5) week's vacation with pay at the regular rate.

ARTICLE 20: HEALTH AND HOSPITAL

20.1 Effective January 1, 2004 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sums as follows:

	2004	2005	2006
SINGLE	\$ 84.95/wk	\$ 91.70/wk	\$101.50/wk
2-PERSON	\$166.40/wk	\$180.30/wk	\$200.80/wk
FAMILY	\$214.95/wk	\$233.05/wk	\$259.80/wk

20.2 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.

If the family status changes, the Employee may change election, at the time of the change in the family status - i.e. if the employee should marry, divorce, birth of a child, death of a spouse, etc.

20.3 RETIREES HEALTH INSURANCE PAYMENTS:

Upon the retirement of a regular Employee from the service of the Town and provided the Employee is at least fifty five (55) years of age and until employee eligible to receive Medicare, but not over sixty-five (65) years of age and drawing New York State Retirement, the Employer shall contribute two hundred seventy five dollars (\$275.00) per month each year of the Agreement. The purchase of said health insurance is the sole responsibility of the retiree. To receive this payment the retiree must submit a copy of the bill from the insurance carrier to the Town. The retiree will continue to receive this payment until he is eligible for Medicare or dies, whichever occurs first.

ARTICLE 21: PENSION AND RETIREMENT

It is agreed that the Employer will continue in effect and pay the full cost to the New York State Retirement Plan subject to State Law requirements. The Employer will continue the 75-I Retirement Plan.

ARTICLE 22: FUNERAL LEAVE

22.1 In the event of a death in the immediate family of the Employee, the Employee shall be entitled to paid funeral leave not to exceed four (4) consecutive working days provided, however, that the actual funeral must take place within that four (4) regular working day period of time.

The term "immediate family of the Employee" means only father, mother, wife, husband, children, step children, brothers, sisters, mother-in-law or father-in-law of the Employee.

22.2 In the event of the death of an Employee's grandparents and current in-laws, other than mother-in-law and father-in-law, one (1) day will be paid to attend the funeral services.

ARTICLE 23: WAGES AND HOURS OF WORK

23.1 The following shall be the classifications and the wages rates to be paid:

Effective	1/1/2004	1/1/2005	1/1/2006
M. E. O.	\$17.25	\$17.50	\$17.75
Part-time M.E.O.	\$13.50	\$13.50	\$13.50

LABORER: \$10.00 throughout the term of the contract unless mutually agreed between the Employer and the Union to change.

NEW FULL-TIME HIRES: All new full-time Motor Equipment Operators hired as full-time after 1/1/2004 will receive a start wage of

\$13.50/hr and will receive an increase every six months at the rate of 75 cents per hour until equal but not exceeding the regular full time rate.

OTHER FULL TIME EMPLOYEES: The 3 MEO positions AS OF 12/31/03 who have not reached the regular full time rate will continue to receive an increase in wage every 6 months @ the rate of 87 cents per hour until they equal but not exceed the regular full time rate.

SHIFT PREMIUM: An employee scheduled to work second shift shall receive additional 10 cents per hour over rate he would have received if scheduled to work the first shift.

23.1a Superintendent of Public Works

EFFECTIVE	1/1/04	1/1/05	1/1/2006
	\$33,328.00	\$33,848.00	34,368.00

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The Superintendent of Public Works has separate seniority from the Town Highway Employees. The Superintendent of Public Works has no crossover seniority with the Town Highway Employees, unless mutually agreed to by the Town and the Union. Article 23.2 does not apply to Superintendent of Public Works.

23.2 A normal work week shall be Monday through Friday inclusive. For a normal forty (40) hour work week, all hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be at the rate of one and one half times (1 1/2X) the hourly rate.

Starting time shall be between 6:00 A.M. and 7:00 A.M. set by the Superintendent of Highways on November 1, of each year. With a limit of one other change per year by the Superintendent of Highways to a time between the hours of 6:00 A.M. and 7:00 A.M.

23.1b If a Highway Department Employee is appointed Deputy Highway Superintendent, the appointment will carry six hundred dollars (\$600) salary annually, in addition to his regular pay.

ARTICLE 24: SICK LEAVE

24.1 Sick leave shall be granted to all regular Employees at the rate of one (1) sick day per month up to six (6) days per contract year, with an accumulation of no more than one hundred twenty (120) days. The Employer (Town) may request a Doctor's Certificate in cases of one (1) week or more use of sick leave.

The Employee, upon retiring from the service of the Employer (Town) shall be paid in full for all accumulated sick time. All accumulated sick time due an Employee at the time of his/her death will be paid to the beneficiary.

24.2 The Employer must give all Employees being laid off two (2) week's notice, or two (2) weeks' pay, after the Employee has been

continuously employed for a period of ninety (90) days or more, except in case of an emergency such as fire, flood, storm, explosion, power failure and except in case of other causes not reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

24.3 All federally or state funded Employees such as CETA shall not be used for any purpose other than general labor (not to be used as equipment operators or truck drivers) and shall not replace or displace a regular Employee.

24.4 All sanding call outs not in conjunction with plowing shall be on a rotating basis starting at the top of the seniority list.

24.5 All plowing crews shall be assigned routes on November 1st of each year. Should a route need plowing, outside of regular hours, that crew will be called with a two (2) hour minimum.

Supervisory personnel shall perform bargaining unit work only in the event of an emergency, unavailability of a regular Employee or for purposes of instruction.

24.6 All vacancies shall be filled from within the unit first, but in the event it is not, the Employer shall fill the vacancy from outside.

24.7 Safety Shoes: Employees covered by this contract will be required to wear safety shoes when working for the Town of Parishville. After approval, reimbursement will be made for the purchase of these shoes of no more than but up to \$ 100.00 per calender year. In order to be eligible to receive this reimbursement, the employee will submit to the Town a statement/receipt showing the date of sale, price for shoe, name of person making purchase, type of shoe and signature of vendor making the sale.

ARTICLE 25: PERSONAL BUSINESS TIME

Every Employee shall be entitled to no more than a total of four (4) personal business days per contract year, starting January 1st of each year.

- (A) Serious illness of parent, spouse, or child, requiring attendance of the Employee.
- (B) Medical, eye or dental appointments which cannot be arranged on days off.
- (C) Civil court appearances.
- (D) Personal situations of an urgent nature.

An Employee will normally be required to give the Employer (Highway Superintendent) forty eight (48) hours' notice of his desire to take personal business time.

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 time.

If personal time is not used, it will go into accumulated sick leave.

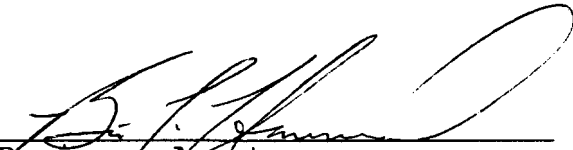
ARTICLE 26: DURATION AND RE-OPENING OF AGREEMENT

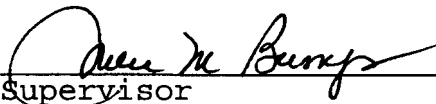
This Agreement shall continue in full force and effect from the 1st day of January, 2004 to and including the 31st day of December, 2006 and thereafter from year to year, unless altered after the said period, or any aggregate period thereafter, at the option of either party, by giving one hundred twenty (120) days notice in writing to the other party prior to any termination date.


IN WITNESS WHEREOF WE HAVE HEREUNTO AFFIXED OUR SIGNATURES THIS
10th DAY OF December, 2003.

TEAMSTERS LOCAL 687
14 Elm Street
Potsdam, New York 13676

TOWN OF PARISHVILLE
Box 155
Parishville, New York 13672


Business Agent


Supervisor



Steward

