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

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

Employer Name: **Hammond, Town of**

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

Local: **687**

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

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BC | 7818

ORIGINAL

ARTICLES OF AGREEMENT

by and between

**TEAMSTERS LOCAL 687**

14 Elm Street  
Potsdam, New York 13676

**RECEIVED**

JUN 15 2006

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

and

**TOWN OF HAMMOND**

Hammond, New York 13646

EFFECTIVE: 1/1/2004

EXPIRATION: 12/31/2006

PREAMBLE: THIS AGREEMENT MADE THIS 10<sup>th</sup> DAY OF March 2004, BY AND BETWEEN THE TOWN HAMMOND (HEREINAFTER CALLED THE "EMPLOYER") AND TEAMSTERS LOCAL UNION NO. 687, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (HEREINAFTER CALLED THE "UNION").

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the Exclusive representative of its Town Highway Department employees in the MEO work classifications. Specifically excluded are all part-time and seasonal employees and said work performed by those employees is not considered bargaining unit work.

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 its application of such Article or Section to persons or circumstances other than those to which it 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 full time employees in the bargaining unit whether or not they are members of the union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the local union, and this Agreement has been executed by the Employer after it has satisfied itself that the local union is the choice of the majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation, monthly dues being considered "fair share", along with grant of equal benefits contained in this Agreement.

3.2 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 6.

3.3 The Employer agrees to make payroll deductions as respects union dues only and properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions were made.

3.4 In the event 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 provisions may become effective, such additional requirements shall first be met.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the union shall have access to the Employer's establishment, i.e. Hammond Town Garage, 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 to be located at the Hammond Town Garage, and to permit the Union to post notices and other material pertaining to official business of the Union.

ARTICLE 6: SENIORITY

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

6.2 After working one hundred twenty (120) days, a new employee shall be placed on the regular seniority list as of his first day of work. In case of discipline within the one hundred twenty (120) day period, the employer shall notify the Union in writing with the understanding, however, that said employee shall not be entitled to grievance procedures under this Agreement.

6.3 All rights associated with seniority obtained by this Agreement shall be terminated by:

- a.) Resignation
- b.) Discharge for just cause or termination
- c.) Layoff period of twelve (12) months
- d.) Failure to return at the end of an approved leave of absence
- e.) Employees who possess appropriate N. Y. S. driver's licenses will have seniority in cases of lay off and overtime

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

6.5 When the Town Highway Superintendent determines that overtime is necessary he shall first offer the overtime to the Town Highway employee with the most seniority provided that employee is qualified to do the job.

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

ARTICLE 7: JOB STEWARD

7.1 The Employer recognizes the right of the Union to designate a Steward. Notice shall be provided by the Union to the Highway Superintendent of the designee or of any change in designee in writing.

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

a.) The investigation and the 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 steward and shall not hold the Union liable for any unauthorized acts nor shall the Employer be considered liable in any manner.

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. There shall be no work slowdown or stoppage prior to the resolution of the differences in the event of a dispute.

Step 1. 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

Step 2. If the grievance is not resolved, as set forth in Step 1, the grievance may be appealed to the Town Board of the Town of Hammond at their next regularly scheduled board meeting. A written reply shall be mailed and delivered by the seventh (7th) calendar day following review of the grievance.

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 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.

ARTICLE 9: DISCIPLINARY ACTION

9.1 The Employer shall not discharge nor suspend any employee without just cause after he has attained seniority as defined in this Agreement.

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 seven (7) 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 as set forth in this Agreement.

ARTICLE 10: EXAMINATIONS

10.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees; provided, however, the Employer shall pay for all such examinations.

The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for the time spent at the place of examination, or examinations, where the time spent by the employee exceeds two (2) hours and, in that case only for those hours in excess of two (2) hours. Examinations are to be taken at the employee's home area and shall not exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees shall not be required to take examinations during their working hours, unless paid by the Employer. All new employees shall be required to have a physical examination prior to commencing work.

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 any employee, have said employee reexamined 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.

10.3 In the case of serious injury or illness requiring medical attention and/or hospitalization, a return to work approval written by the attending physician, is required, stating the time the employee may resume work, without restriction.

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 agree 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 thereof, 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 any individual of employment opportunities because of race, color, religion, sex, national origin or age (between 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 or her membership in the union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 14:        EMPLOYEE OBLIGATION AND DECLARATION OF PLEDGE OF NO STRIKE POLICY

14.1 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 impose any obligation on said employees to conduct, assist or participate in a strike.

14.2 It is understood and agreed that no employee nor the Union shall engage in a strike, nor shall either the Employer or the Union cause, instigate, encourage, or condone a strike or lockout, or a work slow down.

14.3 Employees are required to not only abide by the contract, but also comply with all rules and regulations as promulgated by management, not inconsistent with this Agreement. Should there be any doubt as to the employee's obligations, he shall under penalty of discipline, comply with the rules and grieve if he feels he has been wronged. If the employee is disciplined for failure to comply with the rules and regulations, and grieves about the discipline, the issue to be subject to grievance procedure is whether there was compliance. The disciplinary measure stands should he be found to have violated the rules and regulations or any clause of this contract.

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 and twenty (120) days prior to any fiscal budget year for the purposes of attempting to mutually agree upon amendments to this Agreement.

15.2 In the event of an impasse, the parties agree to submit the unresolved issues to the Public Employees Relations Board for mediation and/or fact finding. In the event the unresolved issues are not settled by mediation and/or fact finding, such issues shall be submitted to a Public Employees Relations Board arbitrator for a final and binding decision.

ARTICLE 16:        DEFECTIVE EQUIPMENT

The Employer shall not require employees to take out on the streets 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 until the maintenance department has adjusted the complaint.



ARTICLE 17:        HOLIDAYS

17.1 There shall be seven (7) full holidays each year. The scheduled holidays shall be as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, and two (2) Roving Holidays. Employees shall be paid provided they meet all of the following eligibility requirements:

- a. The employee must have worked his last scheduled work day preceding his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee received workmen's compensation.
- b. Employees who have requested to work and do not report to work on the holiday are not eligible for holiday pay.
- c. Laid off and furloughed employees shall not be eligible for holiday pay.

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

17.3 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.

17.4 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 be paid for such holidays, however, eligible employees cannot change the day.

ARTICLE 18:        VACATIONS

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

- a. Up to one (1) year of continuous employment - no vacation pay.
- b. One (1) year or more of continuous employment to five (5) years - ten (10) working days.
- c. Ten (10) years or more of continuous employment - fifteen (15) working days.

18.2 All full time employees working on the date of execution of this Agreement shall be entitled to the vacation rights and privileges they have been receiving.

TOWN OF HAMMOND  
JANUARY 14, 2004 PAGE 8

18.3 Vacation will be taken at a time mutually convenient to the employer and employee. Vacation schedule will be established by giving the employees with the greatest seniority preference, however, after the vacation schedule has been posted, the senior person may not disturb another person's plans with a late decision to take a vacation.

18.4 A minimum of thirty (30) days notice must be given by the employee to the Town Highway Superintendent and other employees of his intention to exercise his vacation privileges.

18.5 A maximum of one employee shall be off, on vacation at any one time unless it is mutually agreed upon between the employer and the employee.

18.6 It is understood that employees shall not elect to take their vacation time from December 1st to April 1st.

18.7 Resigning employees must give two weeks notice of their intention to resign or lose any accrued vacation. Further, if an employee quits his employment he forfeits any vacation time accrued.

18.8 Unused accrued vacation time may not be carried over from year to year.

18.9 When an employee exercises his vacation privileges, under this Agreement, he must take a block of time consisting of five (5) working days at one vacation period.

ARTICLE 19: HEALTH AND HOSPITAL

19.1 Effective January 1, 2004 and through December 31, 2006, the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund, the following:

	2004	2005	2006
Composite	173.30	187.80	209.15

19.2 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.

ARTICLE 20: WAGES AND HOURS OF WORK

20.1: The following shall be classifications and the wage rates to be paid:

	Effective	<u>2004</u>	<u>2005</u>	<u>2006</u>
MEO		\$11.54	\$11.89	\$12.24
Probationary full time		\$10.54	\$10.54	\$10.54

20.2: The Highway Superintendent will have the authority to schedule four ten hour work weeks in summer months, for the cooperative work scheduling with adjoining towns if necessary.

The normal work week of the employees covered by this Agreement shall be five (5) eight (8) hour days, Monday through Saturday inclusive from 7:00 A.M. to 3:30 P.M., for a normal work week of forty (40) hours per week. All hours worked in excess of eight (8) hours per day and forty hours per week in excess of ten (10) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half times the hourly rate. The Employer shall have the right to insure orderly operation or to provide for unusual conditions.

20.3: The employees agree to perform whatever work is requested of him by the Employer in order to get as many working hours as possible to avoid the necessity of being laid off.

20.4 Call-In - Any employee called into work shall be guaranteed a minimum of two (2) hours pay.

20.5 The Employer must give all employees being laid off one (1) week notice or one (1) week of pay, after the employee has been continuously employed for a period of one hundred twenty (120) days or more.

20.6 If it becomes necessary to operate a brush pile, not during the normal work week, seniority status will be in effect to the duty. The employee shall be paid according to Section 20.2.

20.7 The Employer agrees to pay up to one hundred seventy five (175) hours overtime in a contract year. If the employee exceeds the one hundred seventy five (175) hours overtime, it will be paid by compensatory time off. If the Employer elects to pay for the compensatory time, he shall have the right. This is not a guarantee of one hundred seventy five (175) hours overtime, the employees must work for it.

20.8 All new employees hired after 1984 will be required to possess the appropriate New York State driver's license at the completion of their probationary period.

20.9 The parties have agreed to the Jefferson-Lewis Drug Policy.

ARTICLE 21: PENSION AND RETIREMENT

The Employer shall furnish and maintain a Pension and Retirement Plan for all bargaining unit employees. The cost of such plan shall be borne by the Employer, except that the employees hired after July 1, 1976 shall be required to contribute beginning on January 1, 1977, as outlined in Article 14 of the New York State Retirement Act.

An employee shall be entitled to pension and retirement privileges after he has attained seniority under this Agreement.

ARTICLE 22:     CREDIT UNION

The Employer has no objection to the employees participating in their Union's credit union, however, it shall be up to the Union and Steward or a designee by the union employees to collect monies and to administer the funds for each employee with their own offices.

ARTICLE 23:     SICK LEAVE

23.1:     Employees who have attained seniority shall receive five (5) full sick days with pay each year.

23.2:     Sick days not used in a calendar year, may be accumulated up to ten (10) days.

23.3     After the ten (10) accumulated sick days, sick days will be paid to the employees with the first payroll in December. If sick time is taken from that date to the end of the year, then the accumulated sick days will be used.

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

ARTICLE 24:     PERSONAL BUSINESS TIME

24.1:     Personal days are not sick days. If the employee is sick, the employee must take the time off as a sick day if said employee has sick time available. If not then the employee may use personal time if said employee has personal time available.

24.2:     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 time.

24.3:     An employee who completed his probationary period and who has attained his seniority and who is absent solely because of the death in the attendance at the funeral of his father, mother, brother, sister, spouse, child, mother-in-law, or father-in-law, 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.

ARTICLE 25:     JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay period for such jury service and their regular weekly earnings. In order to qualify for any payment by the Employer, employees must work at their assigned jobs on any regularly scheduled workday, or days, during the herein referred to jury leave period that they are not required to report for jury duty.

Each employee must report to work for part of the day during jury leave if he is not required to be on jury.

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 March, 2004.

TEAMSTERS LOCAL 687  
14 Elm Street  
Potsdam, New York 13676

Dennis Robinson  
Business Agent *dm*

TOWN OF HAMMOND  
Hammond, New York 13646

Janice G. Hallister  
Supervisor