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

Title: **Chateaugay, Village of and Chateaugay Village Employees Unit, International Brotherhood of Teamsters (IBT) Local 687 (1996)**

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Union: **Chateaugay Village Employees Unit, International Brotherhood of Teamsters (IBT)**

Local: **687**

Effective Date: **01/01/96**

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Chateaugay, Village Of And lbt Local  
687 (Village Employees Unit)

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BC

ORIGINAL

ARTICLES OF AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687  
197 Stone Street  
Watertown, New York 13601

AND

VILLAGE OF CHATEAUGAY

Effective: January 1, 1996

Expiration: December 31, 1999

2

PREAMBLE:

This Agreement made this 14<sup>th</sup> day of December, 1995, by and between the Village of Chateaugay (hereinafter called the "Employer") and Teamsters Local 687, affiliated with the International Brotherhood of Teamsters of America (hereinafter called the "Union").

ARTICLE 1: Recognition and Scope

The Employer recognizes the Union as the exclusive representative of its employees in work classifications covered by this Agreement for the purposes of collective bargaining.

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, 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.

ARTICLE 3: Union Security

3.1 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 that amount of monthly dues paid by the Union members as a condition of employment, but need not be a member of the Union.

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 7, 7.2.

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

#### ARTICLE 4: Inspection Privileges

Authorized agents of the Union shall access tot he Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of initiation fees and ascertaining that the Agreement is being adhered to; provided, however, that there is not interruption of the Employer's working schedule.

#### ARTICLE 5: Management Rights

The right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees is the sole responsibility of the management. In addition, the schedule of operations, the methods, processes and means of operating are solely and exclusively the responsibility of management.

#### ARTICLE 6: 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 7: Seniority

7.1 The principles of seniority within job classification shall prevail at all times. In case of layoff due to lack of work, employees shall be laid of in reverse order of seniority, providing the senior employee is qualified to replace the laid off employee. Call back of employees shall be in order of seniority. An employee to be considered available, must be able to be contacted by telephone except if other arrangements have previously been made between the Employer and the employee.

7.2 After working one-hundred eighty (180) days, a new employee shall be placed on the regular seniority list as of his first day of work. It is understood that the Employer shall use no subterfuge to prevent a new employee from working one-hundred eighty (180) days as soon as possible.

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

ARTICLE 8: Stewards

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

8.2 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 presentation of grievances in accordance with the provisions of Article 9 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.

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

8.4 The Steward will be allocated six (6) hours during the year to conduct Union business with prior approval of the Superintendent. Otherwise, these activities shall not interrupt the Steward's working schedule.

ARTICLE 9: Arbitration and Grievance Procedures

9.1 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, there shall be not work slowdown or work stoppage prior to resolution of the difference or dispute. An earnest effort shall be made to settle such difference 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 the 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.

9.2 ARBITRATION If any grievance or dispute cannot be satisfactorily settled, the grievance shall be submitted by either party to the New York State Public Employees Relations Board for Advisory Arbitration.

ARTICLE 10: Disciplinary Action

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

10.2 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 11: Examinations

11.1 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 terminal and not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer.

ARTICLE 12: Leave of Absence

Leave of absence from the bargaining unit may be granted at the discretion of the Employer for not more than sixty (60) days and, when so granted, the employee, if he returns to a job in the bargaining unit, shall be accorded full seniority, including any time employed by the Employer outside the bargaining unit. Applications for leaves of absence must be made in writing to the manager of the Employer, and the granting of such leaves of absence must be in writing and a copy furnished to the Union.

ARTICLE 13: Mutual Respect

The Union, as well as the employee members thereof, shall agree that they will at all times further the interests of the Employer as full as it is in their power to do so.

ARTICLE 14: Protection of Rights

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter any property involved in a labor dispute or refuses to go through, or work behind, any picket line, including the picket line of Unions party to this Agreement, unless determined an emergency by the Village Board.

ARTICLE 15: Holidays

15.1 Regular full time employees shall be paid as hereinafter provided: for, New Year's Day, Martin Luther King's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day provided they meet all the following eligibility requirements:

- a) The employee has seniority as of the date of the holiday
- b) Employees who have been requested 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
- d) Employees must work their scheduled day before and after the holiday to receive holiday pay unless they have a doctor's statement which will be accepted as the only reason for excused absence.

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

15.3 Employees eligible for holiday pay who work on the holiday shall receive in addition to holiday pay, time and one half (1 1/2) for the hours actually worked.

15.4 When one of the above specified holidays falls within and eligible employee's 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 the option of choosing compensatory time.

15.5 In applying the holiday pay procedure, when any of the specified holidays falls on Sunday and the day following is observed as the holiday by the State and Federal government, such day shall be considered the holiday for the purposes of this Article.

15.6 Holiday time will not be considered as time worked in the computation of forty (40) hours.

#### ARTICLE 16: Vacations

16.1 All regular full time employees will be granted vacation in accordance with the following schedule:

- a) one (1) week after one (1) year of employment
- b) two (2) weeks after five (5) years of employment
- c) three (3) weeks after twelve (12) years of employment.

16.2 Vacation will be granted on a departmental seniority basis.

16.3 Only one employee will be on vacation at any one time other than the week of July 4th which all regular full time employees will take as one week of scheduled vacation.

16.4 Vacation pay can be paid in advance at the request of the employee but only at the time vacation is taken and with the understanding that this applies to vacations of one (1) week or more. Vacation time can be taken one (1) day at a time upon request and with the consent of the Superintendent.

16.5 Between May 1 and September 1 no more than two (2) weeks of vacation may be taken and these two (2) weeks cannot be consecutive.

#### ARTICLE 17: Funeral Leave

17.1 In the event of a death in the immediate family of any employee, the Employer shall pay the regular full time employee not to exceed three (3) working days to attend the funeral services, it being understood that "immediate family" means only father, mother, wife, husband, children, brothers or sisters and parents-in-law of the employee.

17.2 In the event of a death in the family of any employee, the employee shall be paid for time lost to attend the funeral services not to exceed one (1) working day, it being understood that "family" means grandparents, brother-in-laws and sister-in-laws. The day of the funeral must be a work day to be paid.



ARTICLE 18: 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 conditions of this Agreement. Any such agreement shall be null and void.

ARTICLE 19: Health and Hospital

The employer shall continue the present policy and payments procedures.

ARTICLE 20: Sick Leave

20.1 All full time employees shall be granted six (6) sick days per year up to an accumulation of sixty (60) days. Full time employees will notify the Employer by calling the Village Garage at least one (1) hour before his start time the first day and by 7:00 p.m. in the evening if additional days are needed in order to receive sick time benefits.

20.2 Sick time shall be granted to any employee for absence from work because of illness bodily injury or attendance upon a spouse or child whose illness requires the care of such employee.

20.3 The employee shall submit, if requested by the Employer, a doctor's statement of over four (4) consecutive days. If such a request is made, the Employer will pay the doctor for said visit.

ARTICLE 21: Personal Time

Each employee will be entitled to one (1) personal day a year on a non-accumulative basis. This day may be taken upon twenty-four (24) hours notice, except for emergencies, to the Superintendent.

Personal days will be used in a minimum block of time of one-half day and shall be allocated at the start of each fiscal year.

ARTICLE 22: Wages and Hours of Work

22.1 The following shall be the classifications and wage rates to be paid effective 12/1/96 as follows

1996

Assistant Village Superintendent \$ 9.90

Motor Equipment Operator 9.40

Effective January 1, 1997: Wage increase only to the amount of the employee increased share of Health Insurance reduced to hourly rate (i.e. Insurance increase \$568 = \$.27 hour increase in wages.)

Effective January 1, 1998: Wage increase only to the amount of the employee increased share of Health Insurance reduced to hour rate (i.e. Insurance increase \$568 = \$.27 hour increased in wages.)

**New Hires:**

New Hires will be hired at a rate of \$8.25 for the first sixty (60) calendar days of employment, and such rate to be increased to \$8.40 after the first sixty calendar days. Further, upon completion of the appropriate water treatment course, the new hire will be moved to the full MEO rate.

22.2 The normal work week of the employees covered by this Agreement shall be forty (40) hours per week (Friday through Thursday).

If any employee is called in to work more than two (2) hours prior to his regularly scheduled report time, he may be sent home after ten (10) hours.

22.3 All work performed in excess of forty (40) hours per week shall be paid for at the rate of time and one-half (1 1/2). Sick time and personal leave time will be considered as time worked for overtime purposes. Vacation and holiday time will not be considered as time worked for overtime purposes.

All overtime will require the approval of the Superintendent, Mayor, and/or his designee.

22.4 Employees shall be paid weekly. The pay period shall be Friday through Thursday. Pay checks shall have the number of hours posted on the check stub and shall be paid no later than Friday of each week. Payroll checks will be given to the employee by 12:00 noon on Friday and be 12:00 noon of the last working day if a holiday is involved. In case of an emergency, checks will be given no later than 4:00 p.m. on Friday. If overtime is worked on Thursday, pay for the overtime will be made the next week. Checks will not be cashed during the employee's work time.

22.5 The Employer shall give all employees being laid off one (1) week's notice or one (1) week's 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 reasonable in the control of the Employer.

22.6 The working Superintendent will be permitted to work anytime on any equipment without having to call in or notify other personal, however, bargaining unit employees will be offered the opportunity for overtime.

ARTICLE 23: Credit Union

The Employer will make whatever deductions the employee authorizes for the purpose of a deposit to the credit union. They will, however, in now way be involved in any administration of the plan.

ARTICLE 24: RETIREMENT

It is agreed that all employees will be enrolled in the New York State Retirement System effective January 1, 1996.

ARTICLE 25: Accidents and Reports

Employees involved in an accident shall submit a written accident report on a form provided by the Employer (Appendix A) on the date of incident, but no later than the end of the next working day.

Failure to complete said form will be in the first instance, basis for a written disciplinary report, in the second instance basis for a written disciplinary report, in the second instance basis for suspension without pay not to exceed three (3) days, and in the third instance may be grounds for dismissal.

ARTICLE 26: Duration and Re-Opening of Contract

26.1 This contract is for a term commencing June 1, 1992, and continues in full force and effect until December 31, 1993, or until a new contract is negotiated; provided, however, that the parties thereto agree that either party may, on or before October 1, 1998 serve notice in writing upon the other party of its desire to begin negotiations for a successor agreement. In such event the parties and/or their representative shall commence negotiations immediately.

26.2 It is agreed that, if this agreement is not renewed on or before the expiration date, whatever increase in wages is eventually agreed upon shall be retroactive..

26.3 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.

IN WITNESS THEREOF, we have hereunto affixed our signatures this 14<sup>th</sup> day of December 1995.

*Marlene Smith, Bus. Agent*

TEAMSTERS LOCAL 687

14 Elm Street  
Potsdam, New York 13676

*Maurice H. Jordan*

VILLAGE OF CHATEAUGAY

Chateaugay  
New York 12920