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Contract Database Metadata Elements

Title: **Louisville, Town of and International Brotherhood of Teamsters (IBT), Local 687 (2009)**

Employer Name: **Louisville, Town of**

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

Local: **687**

Effective Date: **01/01/09**

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ORIGINAL

BC 17823

ARTICLES OF AGREEMENT

By and between

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676



RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 26 2009

And

ADMINISTRATION

TOWN OF LOUISVILLE

14810 STATE HWY 37
Massena, New York 13662

EFFECTIVE: 1/1/09

EXPIRATION: 12/31/11

PREAMBLE:

THIS AGREEMENT MADE THIS 25 DAY OF March, 2009, BY AND BETWEEN THE TOWN OF LOUISVILLE (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 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, 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 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 the 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 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 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 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 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.

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union 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 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 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 thirty (30) 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 thirty (120) day period, the employer shall notify the Union in writing.

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

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

6.5 When the Town Highway Superintendent determines that over-time is necessary he will divide it equally among the employees.

ARTICLE 7: JOB STEWARD

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

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 presentation of grievances in accordance with 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.

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 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. 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 therefor. 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 as set forth in this Agreement.

ARTICLE 10: PHYSICAL EXAMINATION

10.1 Physical, mental and/or other examinations required by a government body or the Employer if in the sole discretion and judgment of the Employer an employee is unable to adequately, safely and competently perform all of his duties in accordance with his job description. The Employer shall be required to pay for expenses of said physical examination and the employee will be compensated for all time involved at his/her current hourly rate. The employer shall schedule all such exams in advance and notify the affected employee in a timely manner of such appointments.

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 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.

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 any 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 or her membership in the Union or because of any employee's lawful activity and/or support of the Union as long as it does not interfere with the employee's duties.

ARTICLE 14: EMPLOYEE OBLIGATION AND DECLARATION OF PLEDGE 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 NEGOTIATIONS

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 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 submit the unresolved issues to the Public Employment 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.

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, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, Election Day and Christmas Day and one (1) floating holiday, provided they meet all of the following eligibility rules:

(a) The employee must have worked his last scheduled work day preceding and his first scheduled work day succeeding the holiday, unless absent because of an industrial accident for which the employee received workmen's compensation; however, an employee not able to work because of proven sickness, death in immediate family or accident shall be entitled to Holiday pay.

(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 (1 1/2) for the hours actually worked.

18.4 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 holiday or have an additional day of vacation.

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 or more shall receive two (2) weeks 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 ten (10) years or more shall receive three (3) weeks vacation with pay at the regular weekly rate of forty (40) hours.

19.4: All steady employees who have been in the Employ of the Employer for a period of twenty (20) years or more shall receive four (4) weeks vacation with pay at the regular weekly rate of forty (40) hours.

19.5: Vacation choice shall be by seniority with the use of a vacation with the use of a vacation calendar filled out not later than May 1 of each year. No more than one (1) employee can be on vacation at the same time unless mutually agreed by the Highway Superintendent and the Steward. A vacation may be changed once after April 1 as long as it does not interfere with another employee's vacation and with the approval of the Town Highway Superintendent.

19.6: An employee will receive vacation pay before going on vacation as long as it falls in the payroll period.

19.7: Employees working the winter plowing shifts shall earn one (1) hour of vacation time for each ten (10) hours of overtime worked.

ARTICLE 20: HEALTH AND HOSPITAL

20.1 Effective January 1, 2009 the Employer agrees to contribute to the New York State Teamsters Council Health and Hospital Fund the sums per addendum A for the years 2009 - \$270.30 per week; 2010 - \$295.30 per week; 2011 - \$323.85 per week; for each full time MEO employee and for each casual MEO employee.

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

20.2 From January 1, 2009 thru December 31, 2009 each employee shall contribute \$31.43 dollars per week for health insurance.

From January 1, 2010 thru December 31, 2010 each employee shall contribute \$43.93 dollars per week for health insurance.

From January 1, 2011 thru December 31, 2011 each employee shall contribute \$58.21 dollars per week for health insurance.

20.3 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.

20.4 The Highway Superintendent of the Town of Louisville shall be considered a member of the collective bargaining unit for health and hospital coverage purposes by reason of his performing bargaining unit work and shall have contributions made on his behalf by the Employer.

20.5 Retirees Health Insurance - Upon the retirement of a regular employee from the service of the Town of Louisville, and provided the employee has worked fifteen (15) years or more, and is receiving New York State Retirement, the Employer shall contribute one-hundred-fifty (\$150) dollars per month towards health insurance between the ages of 62 and 65 for this coverage. The purchase of said 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 until he dies, whichever occurs first.

ARTICLE 21: PENSION & RETIREMENT AND WORKMEN'S COMPENSATION INSURANCE

21.1: 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.

21.2: Effective January 1, 1987, the Town agrees to adopt the 75i plan for Tier 1 and Tier 2 members under the New York State Employees Retirement System.

ARTICLE 22: FUNERAL LEAVE

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

ARTICLE 23: PERSONAL BUSINESS TIME

23.1: Every employee shall be entitled to three (3) personal business days per year. An employee will normally be required to give the Employer forty-eight (48) hours' notice of his desire to take personal business time and such requests will not be unreasonably denied.

23.2 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.

ARTICLE 24: SICK LEAVE

24.1: All regular employees shall be granted five (5) days sick leave per year, with accumulation up to one-hundred-fifty (150) days.

24.2: If more than two (2) days sick leave is used at one time, a doctor's certificate may be requested.

24.3: Employees will be paid forty dollars (\$40) per day for all unused sick leave at the time of retirement.

ARTICLE 25: CREDIT UNION/FINANCIAL INSTITUTION

The Employer agrees to make payroll and credit union (or other financial institution) deductions when properly authorized by the employee and shall remit the same to the Credit Union (or other financial institution) not later than the end of the month in which the deductions are made.

ARTICLE 26: JURY DUTY

Employees who are required to serve as jurors shall be paid the difference between the pay received 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 work day, or days, during the herein referred jury leave period that they are not required to report for jury duty.

ARTICLE 27: WAGES AND HOURS OF WORK

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

	<u>Effective</u> <u>1/1/2009</u>	<u>Effective</u> <u>1/1/2010</u>	<u>Effective</u> <u>1/1/2011</u>
M.E.O.L.	\$17.58	\$18.11	\$18.65

There shall be a shift premium of \$.25 per hour during the winter plowing shifts. Winter plowing shifts shall commence on the Monday following Thanksgiving and continue until April 1st.

27.2: The employees shall be guaranteed a minimum of forty (40) hours for a work week. The normal work week shall be five (5) eight (8) hour days, Monday through Friday, inclusive, for a normal forty hour work week. All hours worked in excess of eight (8) hours per day and forty (40) hours per week shall be paid for at the rate of one and one-half times (1 1/2) the hourly rate. The normal scheduled working hours shall be 7:00 a.m. to 3:30 p.m. The Highway Superintendent shall have the right to change the present working schedule whenever necessary to insure the orderly operation of the Town.

27.2 (A) The work-week will start on Sunday and end on Saturday. Paychecks will be available the first Thursday after the end of the work-week.

27.2 (B) The normal hours of work during the summer months shall be four (4)-ten (10) hour days per week. The normal scheduled working hours during the summer months, shall be 06:00 am to 04:30 pm. The normal scheduled work-week during the summer months shall be Monday thru Thursday and will commence the first full-week in April and continue thru the last full-week in October. The Highway Superintendent's discretion shall determine the actual dates that the summer work-schedule is implemented.

27.3 Upon one week's notice to the employees, the Superintendent may adjust the workweek back as outlined in 27.2. No prior notice will be necessary in cases of emergency.

27.4: The Employer must 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 reasonably in the control of the Employer that may be agreed upon by the Union and the Employer.

27.4: 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

27.5: Employees shall be guaranteed at least two (2) hours' pay for all call-in overtime work.

27.6: No docking for lunch breaks when employees have come in on overtime to plow and sand roads. The Town agrees to pay the Town of Louisville Highway Department employees five (\$5.00) dollars toward their meals when called in for plowing and sanding.

27.7: Employees may accumulate overtime and use it for compensatory time off.

ARTICLE 28: UNIFORMS/SHOE ALLOWANCE

The Highway Superintendent be authorized to purchase uniforms up to one-hundred (\$125.00) dollars per year per Highway employee.

The Town agrees to give each highway employee a shoe allowance of one-hundred-twenty-five (\$125.00) dollars each year of the contract.

ARTICLE 29: SAFETY

The Town will furnish the necessary safety equipment inclusive of respirators and gloves for employees when performing the general rubbish and clean-up procedures for the Town.

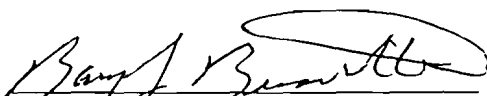
ARTICLE 30: DURATION AND RE-OPENING OF AGREEMENT


This Agreement shall continue in full force and effect from the 1st day of January, 2009 to and including the 31st day of December, 2011 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 25th DAY OF March, 2009.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NEW YORK 13676

TOWN OF LOUISVILLE
14810 NYS HWY 37
MASSENA, NEW YORK 13662


Business Agent


Supervisor


Steward
