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Contract Database Metadata Elements

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

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

Local: **687**

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

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Copy
No
Signatures

AGREEMENT

BY AND BETWEEN

TEAMSTERS LOCAL 687

14 Elm Street
Potsdam, New York 13676

and

VILLAGE OF CARTHAGE DPW

120 Mechanic Street
Carthage, New York 13619

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 17 2009

ADMINISTRATION

EFFECTIVE: 6/1/2008

EXPIRATION: 3/31/11

THIS AGREEMENT entered into this 1st day of June, 2008, by and between the VILLAGE OF, CARTHAGE in Jefferson County (hereinafter referred to as the "Employer") and TEAMSTERS LOCAL 687, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"), in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union recognition confirming the policy that it will not assert any right to strike against the Employer, nor assist in, participate in, or recognize any such strike by the employees, nor impose any obligations on said employees to conduct, assist or participate in any strike, or recognition of any strike by other unions, and it is

AGREED that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the 1st day of June, 2008 and running through the 31st day of March, 2011 inclusive, for the promotion and benefit of the Employer, employees, and the public, and the furtherance of the public policy and the conditions of labor, management, and benefits to the taxpayers.

ARTICLE 1: RECOGNITION AND SCOPE

The Employer recognizes the Union as the exclusive representative of its Department of Public Works employees in work classifications covered by this Agreement for the purpose of collective bargaining, with respect to the employees as hereinafter defined. Employees are defined in accordance with the recognition of the unit as agreed upon between the parties at the time of election, said unit being agreed upon to be described as follows:

"Department of Public Works employees consisting of MEO's, laborers, mechanics, foreman and assistant superintendent. Specifically excluded are all office clerical employees, professional employees, guards, supervisors and water superintendent, part time and student employees."

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 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 agree to 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

The Union agrees to represent those employees in the bargaining unit who elect to be members of the union, and also to represent those employees who elect not to join the Union. The Union members shall pay dues and in the event that a Union member signs a dues authorization card,

the Employer will deduct from the individual's wages the amount of the dues. The Employer shall forward to the Union on a monthly basis those dues collected. An employee who is not a member of the Union must pay to the Union the amount of monthly dues paid by the Union members, as a condition of employment, but need not become, a member of the Union or be required to pay any other Union fees. The Employer agrees to make payroll deductions when properly authorized by the employee and shall remit the same to the Union not later than the end of the month in which deductions are made. (The payment of dues by the nonunion member shall not be construed by the parties hereto as any indication that person or individual is a member of the Union, absent any Union card).

ARTICLE 4: INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, observing 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 by the Union's request. All such visitations shall be upon reasonable verbal notice to the Department of Public Works Superintendent.

ARTICLE 5: MANAGEMENT RIGHTS

The right to hire, promote, discharge, layoff, or discipline for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of management. In addition, management reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operation methods, process and means of operation are recognized by the Union as being the sole and exclusive responsibility of the management.

MUTUAL INTEREST:

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

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 at such location and of such size as determined by the Employer.

ARTICLE 7: SENIORITY

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

After working twenty-six (26) weeks, an employee hired as a full-time employee shall be placed on the seniority list as of the first day of employment.

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

When the Employer deems it appropriate to lay off any employee, including probationary, seasonal, temporary, part-time, or contract hire, such employee may be laid off without notice to the Union. Any employee on the seniority list shall be laid off in accordance with the seniority provisions hereinafter set forth in Article 19.

ARTICLE 8: JOB STEWARDS

The Employer recognizes the right of the Union to designate a Shop Steward and the Union shall notify the Employer of the designation in writing.

The authority of 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 this Agreement.
- b) The transmission of such messages and information which shall originate with, and are authorized by, the Union; provided such messages and information:
 - 1) have been reduced to writing, or
 - 2) if not reduced to writing, are of a routine nature and do not involve refusal to perform work assignments.

The Employer recognizes these limitations upon the authority of Job Stewards. The Steward shall not be laid off or discharged without notifying the Union business agent in writing.

ARTICLE 9: ARBITRATION AND GRIEVANCE PROCEDURE

Section 1: A grievance shall be the matter involving the interpretation or application of this contract and shall be subject to the following procedure:

Step 1: A grievance shall first be raised orally by the employee with or without Union representation, to the Superintendent of the Department of Public Works. A review of the grievance shall be held and a reply given ten (10) working days from the time of its initial presentation.

Step 2: Any grievance unresolved by Step 1 shall be reduced to writing, signed by the employee or his/her Union representative, and submitted to the Superintendent of the Department of Public Works, within ten (10) working days following the receipt of the written grievance, the Employer shall reply in writing to the aggrieved employee and the Union Representative.

Step 3: If the grievance is not resolved in Step 2, the grievance may be appealed to the Village Board at their next scheduled board meeting. A written reply shall be mailed or delivered by the tenth (10th) work day following the review of the grievance.

Step 4: ARBITRATION: If any grievance or dispute cannot be satisfactorily settled in Step 3, then the grievance shall be submitted by either party to the New York State Public Employment Relations Board and an arbitrator shall be selected by the parties from the panel. The arbitrator shall hear the case the parties shall have the right to have a transcript made of the hearing. The cost of the transcript shall be borne upon the parties. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision. The parties may mutual request expedited handling of any grievance(s).

Section 2: If it is mutually agreed by the parties of this Agreement, time limits at each step of the grievance procedure may be waived and steps of the procedure may be waived.

Section 3: Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change or alter any terms of this Agreement. In the event that he does, such decision shall not be binding upon either party.

ARTICLE 10: DISCIPLINARY ACTION

Employees will not be suspended or discharged without just cause except during a probationary period where an employee may be discharged without cause.

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.

ARTICLE 11: RESOLUTION OF DEADLOCKS IN COLLECTIVE NEGOTIATIONS

The parties agree to conduct meetings for the purpose of collective bargaining during the period of one-hundred and twenty (120) days prior to the end of the contract term for the purposes of attempting to mutually agree upon amendments to this Agreement.

In the event there is any submission to any third party, the terms and conditions of this Contract shall continue in effect without change until a successor Agreement is ratified by both parties hereto.

ARTICLE 12: HOLIDAYS

Employees shall be paid for nine (9) holidays. The holidays are:

New Year's Day
Good Friday – dismissed at 12:00 noon
Memorial Day
July 4th
Labor Day

Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

To receive holiday pay the employee must meet all of the following eligibility rules:

- a) Laid off employees shall not be eligible for holiday pay. Employees on the seniority list shall receive eight (8) hours pay for each holiday specified not worked at the regular straight time hourly wage rate.

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.

When one of the above specified holidays falls within an eligible employees approved vacation period, and he is absent from work during his regularly scheduled work week, because of such vacation, he shall have an additional day of vacation.

In applying the holiday pay procedure, when any of the above specified holidays fall on Sunday and the following day is observed as the holiday by the Federal Government, such day shall be considered as the holiday for the purpose of this Section. If any of the specified paid holidays fall on Saturday and the Federal Government observes the previous day as the holiday, such day will be considered as a holiday for the purpose of this Section.

Holiday shall be considered as time worked for overtime purposes.

ARTICLE 13: VACATIONS

The normal vacation period will be from April 1 through March 31 of each year.

All employees on the seniority list who have been in the employment of the Employer for a period of one (1) year from the date that he has been placed on the seniority list shall receive two (2) weeks (80 hours) with pay at the regular weekly rate.

All employees on the seniority list who have been in the employment for a period of five (5) years or more shall receive three weeks (120 hours) with pay at the regular rate.

All employees on the seniority list who have been in the employment for a period of ten (10) years or more shall receive four (4) weeks (one hundred sixty (160) hours with pay at the regular rate.

Employees LeMieux and Levine, who have earned five (5) weeks of vacation time under the previous CBA vacation schedule will be grandfathered under the 2005 vacation schedule and will continue to receive five (5) weeks of vacation per year. Upon becoming eligible for five (5) weeks of vacation under the 2005 CBA vacation schedule, employees Mark Roberts and Ed Countryman, Sr. will also receive and will continue to receive five (5) weeks of vacation per year.

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No more than two employees will be allowed vacation time at the same time, with the approval of the Department of Public Works Superintendent, provided said requests will not be made between December 1 through March 31. Pursuant to a memorandum issued by the Department Superintendent, limited exceptions to the December through March blackout period will be permitted, subject to the Superintendent's approval, for one employee to be off each week in December and one employee during two weeks in January, February and March.

One week vacation may be taken in one day increments, however, not during a week when sick leave, personal day, holiday or other vacation days. Vacation days may be taken anytime of the year with the approval of the Superintendent.

ARTICLE 14: NON-DISCRIMINATION CLAUSE

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, marital status, Vietnam era and/or disabled veterans or handicapped person, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age, martial status Vietnam era and/or disabled veterans or handicapped persons.

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 15: SICK LEAVE/PERSONAL LEAVE

SICK LEAVE: Employees will receive 15 sick leave days per year with a maximum accumulation of 60 days earned at one and one-quarter (1 1/4) days per month. In the event an employee reaches his full accumulation of sixty (60) days, the Village will pay the employee \$15 for each unused sick day (from the 15th day entitlement) during the contract year following the contract year in which the employee accumulated 60 days. Payment shall be made with the next regular payroll following the expiration of the contract year. Employees, upon retirement from the Village, shall receive fifteen (\$15.00) dollars per unused accumulated sick day.

PERSONAL LEAVE: Each employee shall receive three (3) personal days per year. Requests for personal time must be given within 72 hours except in cases of emergency.

ARTICLE 16: FUNERAL LEAVE

Receive three (3) days off, with pay, in the event of the death of a member of his/her immediate family to include spouse, father, mother, father-in-law, mother-in-law, sister, brother, sister-in-law, brother-in-law, children or any relative that actually lives with the employee. In addition, employees are also entitled to one (1) day off with pay, for the funeral of the employee's grandparents only.

ARTICLE 17: HEALTH AND HOSPITAL

Effective September 1, 2008, employees will be enrolled in the NYS Teamsters Council Health and Hospital Fund (Select Plan), however, the Employer will begin paying premiums for the Select Plan effective August 1, 2008. From July 1, 2008 through March 31, 2010, the Employer will pay 100% of the applicable premiums for the Select Plan (Composite Rate) for all employees.

Effective April 1, 2010, all employees enrolled in the Select Plan shall be required to contribute 3% of the monthly health insurance premium through payroll deduction.

17.2 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 18: WAGES AND HOURS

Employees shall receive the following hourly wage rates:

<u>Job Titles</u>	<u>June 1, 2008</u>	<u>April 1, 2009</u>	<u>April 1, 2010</u>
<u>Asst. Superintendent</u>	\$16.83	\$17.38	\$18.11
<u>MEO's - Non-Standard – Stone, LeMieux</u>	\$14.86	\$15.41	\$16.14
<u>MEO's - Standard – Roberts, Oliver, Weaver, Johnson</u>	\$13.26	\$13.81	\$14.54
<u>Laborers – Countryman IV</u>	\$12.20		
Lavine	\$12.64	\$13.19	\$13.92

In the event the Employer hires Laborers, after successfully completing a 6 month period laborers will receive an additional \$.50 per hour. Upon successfully completing the one year probationary period and with receipt of their Class III license, laborers will receive an additional \$.50 per hour. Thereafter, a laborer may move up only as an MEO position opens or new positions are added by the Village Board and the move up is recommended by the Superintendent of Public Works. At that time the employee will be paid the applicable Standard MEO rate. .

Upon completion of two years of employment as a Laborer, Mr. Countryman, IV, will be promoted to MEO and will be paid the applicable Standard MEO rate.

New employees hired as MEOs will be paid \$2.00 below the applicable Standard MEO Rate and will receive a wage increase of \$0.50 per hour upon obtaining a CDL and an additional wage increase of \$1.50 upon completion of two years of employment.

The normal work week for MEO's, Laborers, Working Foreman, Mechanic and other persons specified in Article 1 shall be five (5) eight (8) hour days plus one half (1/2) hour unpaid period for lunch, Monday through Friday inclusive. The employees within the unit as defined in Article 1 shall be guaranteed a minimum of forty (40) hours per week. The normal hours shall be from 7:00 a.m. to 3:30 p.m. with a one-half (1/2) hour unpaid period for lunch.

Employees who do not receive 24 hour advance notice of a schedule change will receive call-in pay.

The Employer agrees to give all seniority status employees being laid off one (1) weeks notice, except in case of emergency such as fire, flood, storm, explosion, power failure or war. In the event the Employer fails to give at least one (1) weeks notice to the employee of the layoff when such employee is on a seniority status, then the Employer shall compensate the employee with one (1) weeks salary.

The employee agrees to give the Employer two (2) weeks (more if possible) written notice of the termination of employment and in the event that he fails to give such notice, he forfeits any right to unused vacation.

All employees shall be paid on a weekly basis.

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.

Employees shall receive two (2) hours call-in pay. An on-call list shall consist of a 2 or 4 man crew and run from Friday to Friday.

A ten (10) minute break period shall be allowed each morning on the job site or as directed by the Superintendent of Public Works.

Each employee shall receive \$20.00 per week for a water license.

Employees on call, shall receive \$15.00 per week, which will be included with their regular weekly pay. Employees required to carry cell phones for work purposes shall receive \$10 per month, which will be paid on an annual basis.

ARTICLE 19: MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differences 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 improvement are made elsewhere in this Agreement.

ARTICLE 20.1: CLOTHING AND BOOT ALLOWANCE

The Employer shall pay each employee two hundred (\$250.00) dollars per year (paid annually at beginning of each contract year through regular payroll) for the purchase and maintenance of

work clothes. Further, the Employer shall pay each employee three-fourths (3/4) of the cost of the purchase of OSHA approved steel toed boots (EH Rated) for each full contract year worked, provided proper receipts are submitted.

Said payments for clothing allowance will be made by 1st week of July and payment for safety shoes will be made at time of purchase.

ARTICLE 20.2: LONGEVITY

The Employer will continue the present longevity program, which is contained in the Village's personnel policy.

ARTICLE 21: EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the Laws of the State of New York.

21.1 The Parties acknowledge that the employer has a personnel policy manual. Such personnel policy manual is hereby incorporated by reference and deemed to be a part of this contract. Except as specifically modified by this contract, the Employer's Personnel Manual shall be deemed to also constitute terms and conditions of employment.

ARTICLE 22: LEGISLATIVE ACTION

It is agreed by and between the parties that any provisions 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 23: PENSION AND RETIREMENT

The Employer will continue to provide the New York State Employees Retirement for the employees.

ARTICLE 24: DURATION

This contract will remain in effect and binding on the parties and shall continue in full force and effect from June 1, 2008 to and including the 31st day of March, 2011. No Article, Section or Subsection of the contract shall be considered to be retroactive and only those items specifically included in this document shall be binding on the Employer or its agents.

In the event there is a submission to any third party, the terms and conditions of this contract shall continue in effect without change until a successor agreement is ratified by both parties hereto.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this ____ day of _____, 2008.

TEAMSTERS LOCAL 687
14 ELM STREET
POTSDAM, NY 13676

VILLAGE OF CARTHAGE
120 SOUTH MECHANIC STREET
CARTHAGE, NY 13619

Mickey Smith
Local 687 Business Agent

G. Wayne McIlroy
President, Village of Carthage

