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Contract Database Metadata Elements

Title: **Amsterdam Housing Authority and International Brotherhood of Teamsters (IBT), Local 294 (2002)**

Employer Name: **Amsterdam Housing Authority**

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

Local: **294**

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ARTICLE I
PREAMBLE

This Agreement is made this 8th Day of JANUARY, 2003 by and between TEAMSTERS LOCAL 294, 890 Third St. Albany N.Y. 12206. Affiliated with the International Brotherhood of Teamsters hereinafter referred to as the UNION.

AND

The Amsterdam Housing Authority hereinafter referred to as the Employer.

ARTICLE II
RECOGNITION

Section 1: The AMSTERDAM HOUSING AUTHORITY recognizes TEAMSTERS LOCAL 294 as the sole and exclusive bargaining representative of all maintenance employees of the Amsterdam Housing Authority of the City of Amsterdam, other than a building and grounds supervisor, for the purpose of collective bargaining and processing grievances.

Section 2: Pursuant to Section 208 of the Civil Service Law, the TEAMSTERS LOCAL 294 shall have unchallenged representational status for the maximum period permitted by law as of the date of the execution of this Agreement.

ARTICLE III
UNIFORMS

Section 1: The Authority has contracted with an area uniform service for the provision of rented uniforms and work clothes. Accordingly, such rented uniforms and work clothes shall be furnished to all maintenance employees covered by this Agreement on a weekly basis, as follows:

- a. Each employee shall receive uniforms consisting of five changes per week with an inventory of eleven (11) shirts, eleven (11) pants and two (2) jackets per person. The pants and shirts shall have the employee's name on them.
- b. Each employee shall exercise reasonable care in using such uniforms and shall return them for weekly pickup by the rental company in accordance with that company's schedule for such pickups. The uniforms shall then be cleaned and maintained by such rental company at no cost to the employees of the Authority.
- c. Each employee shall also receive two pairs of painter overalls which shall be purchased by the Authority.
- d. All full time employee's shall be reimbursed a maximum of One Hundred Fifty (150.00) Dollars toward the

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purchase of one pair of insulated coveralls. The Authority shall replace these coveralls on an as needed basis at the same amount as stated in the previous sentence.

e. Each employee shall wear the appropriate uniform and work clothes from the above-mentioned allotment of such items when on site on the Authority properties.

f. Each maintenance worker shall be furnished a pair of safety shoes of a type which shall meet the OSHA standards for employees performing the work of the maintenance employees involving potential hazards for the feet. The shoes shall be worn at all times by employees performing work involving hazards to the feet such as, but not limited to, operating mowing equipment, lifting heavy objects such as appliances or utilizing axes, sledgehammers or similar tools. The Authority shall replace such shoes when worn out at a cost not to exceed one hundred-twenty-five (\$125.00) dollars.

g. The Authority agrees to pay for replacement of personal eyeglasses damaged in the course of employment up to a maximum of \$75.00.

ARTICLE IV WAGES

Section 1: The starting pay for all new employees of the Authority shall be equal to the base rate of the lowest paid employee less five percent (5%) and shall increase to the base rate of the lowest paid employee upon completion of the probationary period which is 90 days.

Section 2: Each maintenance worker shall receive a (3.75 %) increase the first year, a (4 %) increase the second year and a (4 %) increase the third year of the agreement.

ARTICLE V WORK DAY, WORK WEEK

Section 1: The Authority shall have the right to fix the hours of work for each employee. The normal work day shall consist of not more than eight (8) hours.

Section 2 . The normal work week shall consist of not more than forty (40) hours, Monday through Friday. Any work performed in excess of the normal work day or work week shall be considered overtime and shall be paid for at the rate of one and one-half (1 1/2) times the regular base rate. In the compensation of overtime, all paid leave days shall be considered as eight (8) hours worked.

Section 3: Overtime work shall be distributed, assigned or apportioned uniformly among the maintenance employees.

Section 4: Employees to this agreement shall be "on call" from time to time on a weekly basis using the Authority's "beeper" paging system. During the week in which the employee is assigned "on call" status, he shall receive additional compensation as at the rate of Seventy Five (\$ 75.00) per week. Any overtime hours

occurring because of "beeper" calls shall be compensated at the prevailing overtime rate.

- a. The assignment of employees to "on call" shall be a rotating basis.
- b. Employees may with mutual agreement between the employees involved and the Authority swap their on call status.
- c. Employees will be paid the prevailing rate per mile allowed by the IRS.

Section 5: In the event that the Authority shall during the term of this contract establish a shift of maintenance employees covered by this agreement whereby the normal work day shall differ from the normal work day of the existing maintenance employees, the Authority shall negotiate with Union regarding the pay differential for such shift.

ARTICLE VI **RETIREMENT**

Section 1: The Authority agrees to obtain and participate in a retirement plan under the New York State Retirement System for all employees covered by this Agreement. This plan will be a Section 71-a plan, which shall be fully explained to all employees.

ARTICLE VII **HEALTH AND WELFARE**

Section 1: The Authority will participate in the New York State Teamsters Council Health and Hospital Fund. The level of benefits will include, Medical, Major Medical, Prescription, Dental, and Vision under the Supreme Plan Description. The cost of this coverage will be paid in full by the Authority. In the event of an on the job injury that creates a lose of time from employment, the Authority will maintain the employee's medical coverage until such time he/she is considered 100 % disabled by Social Security. In the event an employee is injured at home or off the job, the Authority will maintain the employee's medical coverage for a period of one year, or to such time when the employee is considered 100 % disabled by Social Security, which ever comes first.

Section 2: Employees covered by the health insurance provided by the Authority will have a one time buy out option. The employee who elects not to receive the insurance offered will be paid a lump sum equal to 27 % of the prevailing annual premium at the end of each calender year. In order to be eligible for the buy back credit, the employee must not receive insurance during the entire calender year. In the event that the employee is no longer covered under any other health insurance plan, the employee may elect to re-enter the health plan without a waiting period. The buy back credit will be forfeited if the employee elects to re-enter the health plan during the calender year. All employees wishing to participate in the buyout option must sign an agreement indicating their willingness to participate in the buyout plan.

ARTICLE VIII
HOLIDAYS

Section 1: The following days are designated as paid holidays:

New Year's Day,	Columbus Day,
Martin Luther King's Birthday,	Veterans Day,
Thanksgiving Day,	Washington's Birthday,
Memorial Day;	Day after Thanksgiving,
Fourth of July,	Christmas Day,
Labor Day,	Good Friday
Employee's Birthday	

Section 2: Except for prior employer approval, sickness, disability, bereavement leave and vacation days an employee absent for any other reason the day before or the day after any holiday shall not be paid for such Holiday.

Section 3: Employees covered by this Agreement shall receive eight (8) hours straight time pay for the aforementioned holidays not worked during the year.

Section 4: In the event an employee is required to work on one of the above holidays, the employee shall be paid double time for the holiday worked and the holiday's pay. At the employee's option they may elect to take a day off in lieu of the holidays pay part of the compensation.

Section 5: Each employee will be allowed three personal days per year at straight regular time pay to handle any personal business. The employee shall give the Maintenance Supervisor twenty-four (24) hour notice of intention to take a personal leave day.

ARTICLE IX
VACATION

Section 1: Employees covered by this agreement will be entitled to a vacation on the basis of past continuous service as follows:

One full year service: 10 days vacation.

Three full years service: 15 days vacation .

Five full years service: 20 days vacation.

Section 2: It is agreed that payment for each week of vacation shall be forty (40) hours regular straight time pay.

- a. If a holiday falls within an employee's vacation week they shall have the option to receive the extra days pay or schedule another day off.

Section 3: Application for employee vacation shall be filed with the Maintenance Supervisor of the Authority who shall approve applications on the basis of seniority and only one-third or two of the maintenance employees may be on vacation at any one time, whichever shall be the smaller number of employees.

Section 4: An employee requesting permission to carry over accrued vacation time to the next year shall notify the Executive Director of the Authority of the request by October 1st of the year in which the vacation time is earned and the consent of the Executive Director to such carry over will not be unreasonably withheld. There will be a cap of five (5) carry over days.

ARTICLE X

LEAVE POLICIES

A. SICK LEAVE

Section 1: Effective January 1, 1981, each employee covered by this Agreement will be allowed one (1) sick day per month, with an accumulation of up to one hundred eighty (180) sick days. Any sick days presently held by the employee-will be included in the amount of said maximum accumulation. The Authority shall provide each employee with a statement of accumulated sick days and a statement of sick pay will be provided annually.

Section 2: When an employee, because of sickness, is required to remain away from his employment beyond his sick leave allowance, the Executive Director of the Authority may petition the Housing Authority requesting that additional sick leave with pay be granted, due consideration being given to the employee's service prior to the effective date of this provision.

Section 3: The Authority agrees to obtain coverage for all employees pursuant to the New York State Disability Benefits Law and New York State Worker's Compensation Law.

Section 4: Any employee who is disabled due to sickness or off-the-job injury for a period of time longer than the mandatory waiting period under the New York State Disability Benefits Law shall have a choice of using his sick leave for the purposes of pay or apply for compensation pursuant to the New York State Disability Benefits Law. If he chooses to use the New York State Disability Benefits Law, rather than sick leave, the amount of his accumulated sick leave will in no way be affected.

Any employee who suffers an on-the-job injury will be compensated through the New York State Worker's *Compensation Law* and any time lost as a result of said injury will in no way affect his accumulated sick leave.

Section 5: The Authority may require an employee absent from work for illness for a continuous period of three

or more days to support his absence by a doctor's written statement.

Section 6: Upon retirement, accumulated sick time may be used by the employee to extend his existing health insurance coverage or may be applied toward health insurance of his choice, receiving credit at the rate of Fifty (\$ 50.00) dollars for each accumulated sick day up to a maximum of One Hundred Eighty Days (180).

B. LEAVE WITHOUT PAY

Section 1: Leave without pay may be granted to any employee but only up to two months in any calendar year, subject to the approval of the executive director of the Authority.

ARTICLE XI BEREAVEMENT LEAVE.

: An employee shall be excused from work for a period of four (4) working days bereavement leave in the event of the death of an immediate, family member which for the purposes of this agreement is defined as a husband, wife, son, daughter, father, mother, brother or sister.

Section 2: Bereavement leave, not to exceed three (3) working days, shall be granted on the occasion of the death of spouse's parents, spouse's siblings, grand-parents, grandchildren or of any other person living in the household of the employee, other than the persons enumerated above.

ARTICLE XII SENIORITY

Section 1: Seniority shall commence from the date of hiring of the full time maintenance employee. Part time employees who are not covered by this Agreement are not entitled to seniority privileges.

Section 2: Seniority shall be the only criteria for:

- a) Scheduling vacation
- b) Determining layoffs;
- c) Recall of laid-off employees.

Section 3: Seniority, on the job experience, ability and skills to perform the work required within the Housing Authority will be the criteria for determining promotions within the bargaining unit. The Executive Director shall be permitted to hire within or outside of the Amsterdam Housing Authority.

ARTICLE XIII MISCELLANEOUS

A. HEALTH AND SAFETY

Section 1: The employee shall be provided with safe, sanitary and healthful working conditions.

B. TRAINING

Section 1: In-service training shall be provided to aid employees in performing duties where lack of such training may entail risks of injury, improper or inefficient work or where new appliances, equipment or procedures are involved.

C. TRAVEL

Section 1: If an employee is required to travel on Authority business, he will be provided an automobile or, in the alternative, the Authority will pay whatever prevailing rate is allowed by the IRS per mile of private vehicle use.

D. CREDIT UNION

Section 1: The Authority shall apply for membership or participation in the MCT Federal Credit Union. Payroll deductions for employees needing or requesting such deductions will be made by the Employer.

E. JURY DUTY

Section 1: Any employee subject to this Agreement who shall be called for jury duty shall be entitled to one days pay for each day of service as a juror. The employee shall pay over to the Employer the compensation received by him as such juror from the Federal, State Court or Municipal Corporation paying him for such service but may retain any reimbursement for travel expenses.

ARTICLE XIV JOB DESCRIPTION

Section 1: Each employee upon entering his employment with the Authority will be given a copy of his job description.

Section 2: An employee who is given any duties beyond those set forth in his job description may file a grievance pursuant to Article XV of this agreement in order to redress any complaint or grievance which he may have with respect to his job description.

ARTICLE XV GRIEVANCE AND ARBITRATION PROCEDURES

Section 1: A grievance is defined as any complaint which the employee has over salaries, wages, terms and conditions of employment, to include any Disciplinary Action that may be taken against an employee as well as a claimed violation of the terms of this Agreement.

Section 2:

a. If the employee feels he has a grievance, he will notify his immediate supervisor of his complaint, within five

(5) working days thereafter.

b. The supervisor will meet with the employee and his steward within three (3) working days after his receipt of the grievance in an attempt to resolve the matter.

c. If the employee is not satisfied with the decision of his supervisor, the employee shall request a meeting with the Executive Director of the authority. The Executive Director will meet with the employee and/or the employee's representative within three (3) working days after receipt of the grievance in an attempt to resolve the matter. A decision in writing must be rendered by the Executive Director within five (5) working days from the date of the meeting.

d. If the employee is dissatisfied with the decision of the Executive Director, or if the decision of the Executive Director is not provided within ten (10) working days after receipt thereof, the employee, within fifteen (15) working days, may submit the grievance to arbitration through the Public Employment Relations Board (PERB) and the parties hereto shall adhere to the rules of PERB regarding the selection of an arbitrator.

e. Both parties will be allowed to call and examine witnesses before the arbitrator who, after hearing the evidence in the case, will render a decision within thirty (30) days after close of the hearing. The decision of the arbitrator shall be in writing, shall set forth his findings and conclusions, and will be binding upon the parties of this agreement.

f. The cost of the arbitrator shall be shared equally by the Authority.

g. It is the intent of the parties to avoid grievances and complaints and to resolve any such grievances and complaints which arise at the earliest possible time.

h. It is understood by and between the parties herein that if any party is unable to comply with the time requirements set forth above in sections "a", "b", "c", or "d" for reasons such as illness, vacation, bereavement or personal leave or for any other good faith reason, that party shall have a "reasonable time" to comply with the time requirements set forth herein. However, "reasonable time" for compliance shall not extend beyond fourteen (14) days from the date filing is first required under this section.

ARTICLE XVI **UNION SECURITY**

Section1: In the event that the Public Employee's Fair Employment Act, (Taylor Law) is amended to provide the union security in the form of a union shop or agency shop, the Agreement shall be reopened immediately to provide further negotiations between the original parties to this Agreement on the subject of union security.

Section2: The Union shall have the sole and exclusive right with respect to other employee organizations to represent all the full-time maintenance employees of the Amsterdam Housing Authority of the City of Amsterdam in the collective bargaining unit and any and all proceedings under the Public Employee's Fair Employment Act; under any applicable law, rule, regulation or statute, as to the terms and conditions of this Agreement, to designate its own representatives and to appear before any appropriate official of the employer to

effect such representation; to direct, manage and govern its own affairs, to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents.

Section 3 The Union shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue in any court of competent jurisdiction, whichever is appropriate; and shall not be held liable to give any non-member of its professional, legal, technical or specialized services.

Section 4 The Union agrees to do its utmost to see that its members perform their duties, loyally, efficiently, and continuously under the terms of this Agreement. The Union and the Authority employees covered hereby agree that they will respectively use their best endeavors to protect the interest of the Authority, to conserve their property thereof, to protect the public and to give service of the highest quality to the Authority.

Section 5: Employees may join and take an active role in the activities of the Union without fear of any kind of reprisals from the employer or its agents.

Section 6: All employees in the bargaining unit shall bring matters of personal concern to the attention of the Union representatives in accordance with applicable laws and rules, and it shall be the responsibility of the Union to process all such matters on behalf of the employee.

Section 7: It is agreed that neither of the parties hereto shall discriminate against any of the Employer's employees covered by this Agreement by reason of age, sex, nationality, race, disability or political or union affiliation.

Section 8: The Employer agrees to deduct from all regular employees who are Union Members covered by this Agreement dues of the Union and agree to remit same to said Union all such deductions at the end of each month for which such deduction are made. Written authorization by the employees is to be furnished in the form approved by the employer.

Section 9: The Employer recognizes the right of the Union to designate one job steward and one alternate steward from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the flowing duties and activities.

Section 10: TEAMSTERS LOCAL 294 affirms that it does not assert the right to strike against the AUTHORITY, to assist or participate in any such strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

Section 11: The Employer shall not lay-off, terminate or reduce the work week because of sub-contracting of work done by the Bargaining Unit Employee's.

ARTICLE XVII **SAVING CLAUSE**

Section 1: In the event that any term or provision of the Agreement shall be determined or declared by any court

or statute to be null, void or inoperative, such term or provision shall thereafter be null, void or inoperative and all other terms and provisions of the Agreement shall thereafter continue in effect.

Section 2: If a determination or declaration is made as stated in Section 1 of this Article, the parties of this Agreement shall convene immediately for purposes of negotiating a satisfactory replacement for such term or provision hereof as may have been declared null, void or inoperative.

**ARTICLE XVIII
TERMINATION CLAUSE**

Section 1. This Agreement shall be in full force and effect from January 1, 2002, to and including December 31, 2005, and shall continue from year to year thereafter unless written notice of the desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to December 31, 2005, or December 31, of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

Section 3. Revisions agreed upon or ordered shall be effective as of January 1, 2006, or January 1, of any subsequent contract year.

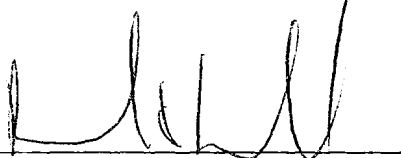
Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 and 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement.

If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS

_____, TO BE EFFECTIVE AS OF _____

FOR THE EMPLOYER:



RICHARD K. MILLER
Executive Director

FOR THE UNION:

