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Contract Database Metadata Elements

Title: **Athens, Village of and International Brotherhood of Teamsters (IBT), Local 294 (2007)**

Employer Name: **Athens, Village of**

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

Local: **294**

Effective Date: **06/01/07**

Expiration Date: **05/31/11**

PERB ID Number: **9636**

Unit Size: **4**

Number of Pages: **12**

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BC 19636

Agreement

By and Between

The Village of Athens

And

Teamsters Local # 294

International Brotherhood of Teamsters

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

OCT 17 2008

ADMINISTRATION

6/1/07 - 5/31/11

THIS AGREEMENT, made this 7th day of OCT., 2008, by and between the Village of Athens, (hereinafter referred to as the "Employer") and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as the "Union").

WITNESSETH

Article I – Preamble and Recognition

It is the mutual policy and intent of the parties to this Agreement to:

- A. Maintain a harmonious and cooperating relationship between the Village of Athens and the employees of the Department of Public Works in order to protect the public by assuring at all times the orderly and uninterrupted operation and function of government.
- B. To promote fair and reasonable working conditions.
- C. Comply with the New York State Public Employees' Fair Employment Act.

The Village recognizes the Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of full time employees of the Village of Athens Department of Public Works, in accordance with the resolution of the Village of Athens Trustees on November 17, 2007, including the working foreman, but excluding the Superintendent of the Department of Public Works.

Article II – Union Security

A. Check Off of Dues – The Employer agrees to deduct from all regular employees who are Union members covered by this Agreement dues of the Local Union and agrees to remit same to said local Union all such deductions by the end of each month (i.e. by July 30th for July dues) for which such deductions are made. Written authorization by the employees is to be furnished in the form approved by the Union.

Pursuant to Law, the Employer will deduct from the wages or salaries of those members of the bargaining unit who are not members of Local 294 an agency fee in the same manner as the payroll deduction of dues, and properly transmit such to the Union.

The Union will indemnify and save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of action taken or not taken by the Employer, in reliance upon agency fee deductions or dues deductions authorization cards furnished by the employee and/or the Union.

B. Stewards - The Employer recognized the right of the union to designate one job steward and one alternate steward for the unit. The authority of the stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this agreement.

2. The transmission of such messages and information which shall originate with, and are authorized by the union or its officers, provided such messages and information:

- a. have been reduced to writing or
- b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments

3. The Steward shall not use work time to perform the duties of the Steward, such as meetings between the Employees and the Union, which shall take place outside the work day. Administrative proceedings (negotiations, grievance meetings, hearings) between the employer and the union, will be conducted at mutually agreed upon times, which may or may not be during the work day. The Steward may meet with his supervisor during work hours to present grievances, at a time mutually agreeable to the supervisor.

4. The Union shall notify the Employer, in writing, of the employee designated by the Union as the shop steward.

Article III – General Conditions of Employment

A. Employee: Employee, as used in this agreement, is a person who works full time, eight (8) hours per day, plus a thirty (30) minute unpaid lunch, for a total of forty (40) work hours per week .

B. Probation: Each new employee must serve a twenty six (26) week probationary period. A new employee may be summarily discharged and not be entitled to salary increases at any time during this period.

C. Seniority: Employees who successfully complete their probationary period shall be placed on the seniority list for the type of work they perform and shall be credited with time worked back to the first date of hire. Seniority shall accrue for all time worked as a full time employee, but shall not include time spent on discretionary, personal, unpaid leaves, as provided in Article XV of this agreement. It is agreed that there shall be two (2) lists, one for laborers with no commercial driving certification and one for laborers with CDL driving certification.

D. Loss of Seniority – Seniority shall be broken only by:
Lawful discharge, or
Resignation, or
Failure to return from a leave of absence.

E. Layoff and Recall:

When it becomes necessary to reduce the working force, the last man on the seniority list for the type of job abolished shall be laid off first, provided the remaining employees are qualified to perform the available work. If the remaining employees are not qualified, then those employees who are not qualified

are laid off first. It is agreed that at least two (2) weeks written notice be given on lay-offs by the Village to the employee involved, or pay in lieu thereof.

Any employee who is laid off due to a reduction in force shall be placed on a recall list for a period of three (3) years, during which time (s)he shall be offered employment in any opening within his/her job title. In the event of a recall, the laid-off employee shall be given notice of recall by registered mail, sent to the address last given the Employer by the employee. Within five (5) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within (10) ten calendar days after the date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within the ten (10) calendar day period. In the event the employee fails to comply with the above provisions, he shall forfeit all rights to recall, shall be deemed to have voluntarily resigned and shall lose all seniority rights under this Agreement.

Article IV – Prohibition of Strikes

Neither the Union nor any of its members covered hereunder shall engage in a strike, or work slowdown, against the Public Employer herein, nor cause, instigate, encourage nor condone such a strike or to impose an obligation upon its members to conduct, assist or participate, any such violation shall be subject to all of the sanctions and penalties provided in Section 210 of the Civil Service Law.

Article V – Grievance Procedure

Section 1 – Purpose

It is the intent of the Village and the Union that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement, but shall not be precedent in any later grievance proceedings.

Section 2 – Definitions

- A. A "grievance" is any dispute concerning the interpretation, application or claimed violation of a specific term or provision of the Agreement.
- B. An "employee" shall mean any person in the bargaining unit covered by this Agreement.
- C. The "Union" shall mean Teamsters Local 294.
- D. An "aggrieved party" shall mean the employee or group of employees who submit a grievance or on whose behalf it is submitted, the Union and (when it submits a grievance) the Village.
- E. "Immediate Supervisor" shall mean the Superintendent of the Department of Public Works, his successor or designee.

F. "Day" shall mean calendar days.

Section 3 – Submission of Grievances

A. Each grievance shall be submitted in writing and shall identify the aggrieved party, the provision of this Agreement alleged to be violated, the place where the alleged events or conditions constituting the grievance existed, and, if known, the identify of the person(s) responsible for causing such events or conditions and a general statement of the grievance and remedy sought by the aggrieved party.

B. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the immediate supervisor.

C. The Union may submit any class grievance. It shall be submitted directly to the Mayor.

Section 4 – Grievance Procedure

Prior to initiating a formal written grievance, an employee or the Union is encouraged to resolve disputes informally with the appropriate immediate supervisor. Any resolution which changes the terms of this agreement at this stage shall be reduced to writing and signed by the Mayor or his/her designee and a union representative.

Formal Grievance Procedures - All GRIEVANCES SHALL BE SUBMITTED IN WRITING AT EACH STAGE

A. Step one – The employee shall present the grievance to the immediate supervisor no later than 10 calendar days after the date on which the act or omission giving rise to the grievance occurred or the employee knew of or should have known of the act or omission. The immediate supervisor shall meet with the aggrieved party and issue a written decision no later than 10 calendar days following the receipt of the grievance.

B. Step Two – If the aggrieved party is not satisfied with the response, or if no response is received within the required period, the aggrieved party will file the grievance with the Mayor within (10) calendar days after receipt of the first step decision, or within (10) calendar days after the first step decision should have been received, if no decision is received. The Mayor shall, upon request, meet with the aggrieved party and issue a written decision no later than ten (10) calendar days following the receipt of the grievance.

C. Step Three – In the event that the Union is not satisfied with the Step Two decision, or if no response is received within the required period, the Union may within 20 calendar days after receiving the response, or if no response is rendered, within 20 calendar days after the response should have been received, refer the grievance to binding arbitration through the PERB. The Parties shall adhere to the rules regarding the selection of arbitrators.

The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and be binding and final on both parties, subject to each parties' right to appeal. The arbitrator's power will be limited to interpreting the express written provisions of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement. Any decision of the arbitrator shall be reviewable pursuant to Article 75 of the Civil Practice Law and Rules.

The timely processing of the grievance through the grievance procedure shall be a condition precedent to arbitration, unless otherwise mutually agreed to by the parties.

The election to submit a grievance to arbitration shall automatically be a waiver of all other remedies or forums which otherwise might be available in resolving disputes covered under this Agreement. The cost of the services of the arbitrator will be borne equally by the Village and the Union.

Article VI – Separation from Employment

A. Upon separation from employment, the Employer shall pay all wages due the employee on the pay day in the pay period next following such separation. Any accrued but unused vacation time shall also be paid at the employees daily rate of pay.

B. Upon separation from employment, the Employee shall return to his immediate supervisor all Department property in his possession or assigned to him in substantially the same condition as when received, reasonable wear and tear excepted.

C. An employee shall provide the immediate supervisor and the Mayor with two week's written notice of intention to resign employment with the Employer. If an employee fails to provide the employer with such notice, the Employee shall forfeit his/her right to payment for vacation pay.

Article VII – Equipment

A. The employer shall comply with all NYDOSH provisions, rules and regulations, and any other applicable state and federal laws, rules and regulations relating to safety.

B. The employer shall provide each employee with a Village picture identification.

C. The employer shall provide and replace gloves, t-shirts, sweatshirts, wading boots, rain gear, appropriate sewer gear, goggles and helmets. In addition to the above, each employee shall be entitled to reimbursement of up to \$350 dollars for the 2008-09 fiscal year, up to \$400 dollars for the 2009-10 fiscal year and up to \$450 dollars for the 2010-11 fiscal year for work related shoes and/or clothing, upon submission of receipts by the employee.

D. The Village shall ensure all equipment is maintained in proper and safe working order. A water cooler will be provided at the DPW garage. Employees have the responsibility of taking proper care of all equipment and to follow preventive maintenance schedules and procedures, as directed.

Article VIII – Pay Period

A. All employees hereunder shall be paid in full, weekly, no later than the end of the day on Thursday for employees with direct deposit. The Village will not be responsible for the late delivery of paychecks on Thursday by the payroll company. The Village will insure that all employees will receive their payroll checks by the end of the day on Friday. When the regular pay day falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions pay for any purpose.

C. Weekly payments due for all hourly employees will be calculated by the Village Clerk using hours worked as shown on the time cards submitted by the employee and time sheets submitted by the immediate supervisor. No requests for payment will be honored without such time records which have been signed by the immediate supervisor.

Article IX - Job Contracting and Classifications

There shall be no layoffs as a result of the Village exercising its right to subcontract bargaining unit work to non-unit employees. When work is to be sub-contracted, Village employees shall not be used by subcontractors, unless such work is paid at the posted prevailing wage. However, this shall not prevent the Village from consolidating services with another municipality, and in such case, lay offs may occur.

Article X – Vacations

A. Employees shall receive the following vacation leave days:

Upon completion of probation - 1 week
Upon completion of 1 year of service – 2 weeks
Upon completion of 7 years of service – 3 weeks
Upon completion of 15 years of service – 4 weeks
Upon completion of 25 years of service – 5 weeks

B. Vacation time must be utilized in the year it is credited, unless an exception is granted by the Board of Trustees due to an emergency. Except for those employees who are receiving 5 weeks of vacation, up to one (1) week of unused vacation leave may be carried over for use in future years. In lieu of such carry over, or for employees who are receiving 5 weeks of vacation, the employee may sell back up to one (1) week of unused vacation leave annually.

C. For the purposes of scheduling, requests for vacation of three (3) days or more shall be submitted to the immediate supervisor at least two (2) weeks before the requested time. Employees may change requested periods, provided the new date does not conflict with the orderly performance of the department. In the event that two or more employees request the same vacation time, and it is decided by the Immediate Supervisor that such time cannot be taken simultaneously, vacation time off will be granted to the employees in the order of seniority. One or two day vacations may be requested at any time, subject to need and approval of the Immediate Supervisor.

Article XI - Holidays

A. The following holidays will be observed by all Employees unless otherwise specified by mutual agreement between the parties:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
July 4 th	Christmas
Labor Day	

B. To be paid for a holiday, an employee must be on pay status on the work day immediately preceding and following the holiday, unless previously approved by management.

C. Any employee required to work on holidays, shall be paid two and a half times their hourly rate for all hours worked. Any employee required to work on a holiday shall be guaranteed two (2) hours show-up pay, or actual hours worked if more than two (2) hours.

Article XII - Personal Leave

Employees shall be entitled to five (5) days of personal leave for personal business. Such leave shall be available in hourly blocks.

Article XIII- Sick Leave

Each full time employee will be granted ten (10) sick leave days per year at full pay. Absences of more than 3 days must be substantiated in writing by a doctor. There will be no accumulation of sick leave from year to year. Such days may be used in the case of illness or injury to the employee. Up to five (5) days of sick leave can be used for a family illness or injury each year.

In the event of a prolonged illness, each employee shall be eligible for full pay at a rate of one week of extended sick leave for each year of service. Extended sick leave at full pay shall begin after the employee's annual sick pay allotment is exhausted and shall not continue beyond a maximum period of six months, regardless of length of service.

The Village reserves the right to request on-going medical certifications from the employee's physician and to have employees evaluated by a medical professional of its choice, on a monthly basis.

Once this extended sick pay at full pay is exhausted, each employee shall be eligible for an equal period at half pay. Extended sick pay at half pay shall begin after the above allotments are exhausted and shall not continue beyond a maximum period of six months, regardless of length of service.

Extended sick pay is not an annual benefit, and once used, must be earned again through additional service. Employees will not be able to accumulate additional extended sick leave credit which receiving extended sick leave benefits.

Article XIV- Bereavement Leave

All employees shall be entitled to three (3) consecutive days absence from employment with pay, commencing with the date of death in the family. Family is defined as parents (step-parents, legal guardian) of husband and wife, children, spouse, brother and sister. Two (2) days for grandparents and one (1) day for present or past Village employees. Bereavement days shall be computed on an eight (8) hour day basis. The Employer may request the employee to submit proof of death for the purpose of payment under this provision.

Article XV - Other Leaves

- A. Employees may request leaves of absence for other reasons, which requests may be granted or denied, at the sole discretion of the Village Board. Any leave of absence shall be pursuant to a written agreement between the Village, the employee and the Union.
- B. The Village shall grant leave with pay to those employees who must attend classes to maintain licenses by the State for employment in their present jobs.
- C. Failure to return from Leave - Employees who fail to return to work following a leave of absence will lose all prior seniority.

Article XVI - Pension Fund

The Employer shall continue enrollment in the New York retirement pension fund in effect on June 1, 2008, subject to external changes in the fund.

Article XVII Insurance

- A. The Village will participate in the New York State Teamsters Council Health and Hospital Fund (the "Teamster's Plan").
- B. The Village will pay up to the following amounts, per calendar year for each bargaining unit member to purchase insurance from the Teamsters Plan:

2008	-	\$11,000
2009	-	\$12,000
2010	-	\$13,000
2011	-	\$14,000

Article XVIII – Work day and Work Week

A. The normal work week shall consist of five consecutive eight (8) hour days, forty (40) hours per week, Monday through Friday, with time off on Saturday and Sunday, for all full time employees covered hereunder.

B. The Work day shall be eight (8) consecutive hours. The Employer shall determine the starting and ending time of the work day, and the starting time shall be between 7:00 a.m. and 9:00 a.m.. It is understood that the employees must be given at least one (1) week's notice of a permanent change in the work week schedule. For short term changes only one (1) day's notice will be required.

C. Employees shall receive overtime pay at the rate of one and one half times the regular pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Overtime shall be distributed equitably among qualified and available employees. It is understood that it is the Employer's right to require an employee to work overtime when it is deemed necessary. However, the Employer will make every attempt to restrict overtime requests to emergencies and special situations.

D. Employees called to work outside the normal work week (i.e. on Saturday for employees on a Monday to Friday schedule) shall be guaranteed two (2) hours show up pay at 1 ½ times the hourly rate, except on Sundays when such pay shall be two times the hourly rate.

E. The assignment of overtime shall be in accordance with seniority and qualifications. There shall be no rescheduling of days off or tours of duty solely to avoid or create payment of overtime.

F. Each full time employee is entitled to a thirty (30) minute, unpaid, duty free lunch.

G. There shall be no duplication or pyramiding in computing premium pay.

H. Breaks - Employees shall be entitled to two (2) fifteen (15) minute paid breaks per day for a total of 30 minutes per day, which time is calculated from the time work stops to the time work resumes.

Article XX - Absence and Tardiness

It is each employee's responsibility to report to his/ her immediate supervisor when unable to report to work or if the Employee will be late. Except in the case of an emergency this notification must be made to the Employee's immediate supervisor at least one-half hour prior Employee's scheduled starting time.

Article XXI - Job Description

A job description for each job title shall be created and given to the employee so that the Employee is aware of its content.

Article XXII – Wages

Effective for the term of this Agreement, the basic annual salary rate for all full time employees shall be increased as follows:

- Effective June 1, 2007 - \$800 each, in a separate check
- Effective June 1, 2008 - 4% increase on hourly wage
- Effective June 1, 2009 - 4% increase on hourly wage
- Effective June 1, 2010 - 3% increase on hourly wage

Starting salaries shall be as follows:

- Laborers with no CDL: \$13 per hour during probation - \$14 permanent
- Laborers with CDL: \$14 per hours during probation - \$15 permanent

Article XXIII - Mileage Reimbursement

If an employee is directed to use his own vehicle for Village business, mileage shall be paid at the IRS rate.

Article XXIV – Workers Compensation

Workers’ Compensation shall be as required by law.

Article XXV – Discipline

The Employer shall have the right to discipline, suspend and discharge any employee for cause. With respect to discharge or suspension, the Employer shall first give one (1) documented verbal warning notice and one (1) written warning notice of any infraction against such employee to the employee, with a copy to be placed in the employees personnel file and a copy of the same to the local union office.

The parties agree that the aforementioned steps need not be followed in cases of egregious behavior, including but not limited to:

1. Employee theft
2. An employee being under the influence of alcohol or an illegal substance while on duty
3. Physical assault or verbal abuse or violence
4. Punching the time card of another employee for the purpose of stealing time
5. Negligence resulting in a serious accident and/or injury
6. Conviction of a crime which constitutes a felony
7. Carrying unauthorized passengers in a Village vehicle or unauthorized use of a Village vehicle
8. Incarceration (not including an “overnight” stay)

- 9. Insubordination/willful disobedience where the employee has been provided notice of the order, rule or directive and the consequences for disobeying or failing to follow such order, rule or directive, such as the unreasonable refusal to work overtime in emergency situations
- 10. Falsification of employment application or records
- 11. Loss of drivers license, if such license is a requirement of the job

Article XXVI – Duration Clause

This Agreement is in effect from June 1, 2007 to May 31, 2011.

Article XXVII – Management Rights

Except as expressly limited by provisions of this Agreement, all the authority, rights and responsibilities possessed by the Village are retained by it, including, but not limited to, the right to determine the mission, purposes, objectives and policies of the Village and the right to determine the facilities, methods, means and number of personnel required for conduct of Village programs.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OR LAW OR BY PROVIDING THE ADDITIONAL FUNDS HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL

FOR THE VILLAGE

Andrea Smallwood

FOR THE UNION

John Bulger

Ken ...

Wayne ...

[Signature]

[Signature]

[Signature]
