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Contract Database Metadata Elements

Title: **Rensselaer, City of and City of Rensselaer Unit, International Brotherhood of Teamsters (IBT), Local 294 (2011)**

Employer Name: **Rensselaer, Town of**

Union: **City of Rensselaer Unit, International Brotherhood of Teamsters (IBT)**

Local: **294**

Effective Date: **11/01/11**

Expiration Date: **07/31/12**

PERB ID Number: **9187**

Unit Size: **12**

Number of Pages: **11**

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THIS AGREEMENT made this 1/1/1 by and between the CITY OF RENSSELAER hereinafter referred to as the Employer, and LOCAL UNION #294, acting for and on behalf of the EMPLOYEES OF THE CITY OF RENSSELAER, hereinafter referred to as the Employee, and covering the period from August 1, 2008 through July 31, 2012.

WHEREAS, it is the purpose and intent of this Agreement to provide a fair and cooperative working relationship between the City of Rensselaer and its Employees for the mutual benefit of the public, the City Government and its Employees:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

ARTICLE 1. RECOGNITION

SECTION 1. The Employer recognizes Local Union #294 as the sole and exclusive representative for all Employees defined in the bargaining unit for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances.

SECTION 2. Local #294 affirms that it does not assert the right to strike against the Employer, and it shall not cause, instigate, encourage or condone a strike.

ARTICLE 2. MANAGEMENT RIGHTS

Except as expressly limited by other provisions of this agreement, all of the authority rights and responsibilities heretofore possessed by the Employer are retained by it, including but limited to, the right to determine the mission, purposes, objectives and policies of City Hall departments, their budgets, organization, number of employees, the right to manage and direct work forces, to determine work to be performed in the unit, to establish specifications, including minimum qualifications, for each class of position and to classify or reclassify, allocate or reallocate new or existing positions, to recruit, select, hire, promote, train, transfer, reclassify, compensate, assign work, suspend, discharge or discipline employees in accordance with law and provisions of this Agreement.

ARTICLE 3. COLLECTIVE BARGAINING UNIT

The collective bargaining unit shall be comprised of the following: All Employees of the City, both full and part time, as set forth in PERB Case No. C-5282. City of Rensselaer: Account Clerk (Purchasing Department), Account Clerk (Planning Department), Deputy City Clerk, Deputy Commissioner (Water Department), Pump Operator, Meter Reader, Clerk (Police Department), Building Inspector, Senior Clerk (Department of Public Works), Senior Clerk (Police Department), Part Time Clerk (Planning Department), Clerk (Assessment Department),
ARTICLE 4. DUES DEDUCTION/AGENCY SHOP

The Employer shall deduct from the wages of the Employee and remit to Local #294, 890 Third Street, Albany, New York 12206, regular membership dues and other authorized deductions for the Employees who have signed the appropriate payroll deduction authorization permitting such deductions. The Employer agrees to deduct and remit such monies exclusively for Local Union #294, as the recognized bargaining agent for Employees in this Unit.

The Employer hereby agrees to deduct from the wage of all non-union members within this bargaining unit an agency shop fee in the amount of the dues levied by Local Union #294. Said sums will be transmitted to Local Union #294, 890 Third Street, Albany, New York 12206, at least monthly, in a separate check. A list of Employees covered shall accompany each check.

ARTICLE 5. COMPENSATION

SECTION 1. Upon the ratification by the City Council, the Employees covered by this Agreement shall be paid in accordance with the schedule attached as Schedule “A.”

Entry level salaries shall be fixed by the Employer in its discretion, provided, however, that the entry level salary for an established position shall not be more than ninety-two (92%) of the base salary of such incumbent or less than seventy percent (70%) of said base salary.

SECTION 2. The following longevity schedule shall be in effect on the date of the ratification of the agreement by the City Council and shall continue through the term of the agreement:

- Beginning on the first day of the 2nd year of employment: $300.00
- Beginning on the first day of the 5th year of employment: $450.00
- Beginning on the first day of the 10th year of employment: $700.00

Increases shall be non-cumulative and non-retroactive. Longevity payments to be made within four weeks after ratification.

ARTICLE 6. WORK DAY/WORKWEEK

SECTION 1. The regular work week shall be Thirty-five (35) hours per week, Monday through Friday, for all full time Employees.

SECTION 2. The hours of work shall be as follows: 8:30 a.m. until 4:30 p.m., Monday through Friday, unless different hours are set by the department head. Employees shall utilize a time clock provided by the City or such other device that the City may designate. This Article defines normal work hours of work and shall not be construed as a guarantee of hours of work per day or
week or limitation of scheduling of work, including overtime hours; nor shall this Article be considered as a basis for calculation of payment of overtime which is covered solely by Article 7.

SECTION 3. Employees will not be required to perform work outside of their Civil Service Classification. The intent of this language is not to prevent someone from helping another person. The intent is that an Employee will not be required to perform the duties of more than one classification on a regular basis, so as not to replace that classification.

SECTION 4. There shall be one (1) hour lunch period during the regular workday, and one-quarter (1/4) hour coffee break in the A.M. and the P.M. of each day. The time of the lunch break shall be set by management, and may be staggered.

SECTION 5. Payroll will be paid biweekly, on Fridays. In cases where Friday falls on a holiday, payroll will be distributed on the previous work day.

ARTICLE 7. OVERTIME

All employees shall be entitled to time and one-half of their regular rate of pay for authorized work performed in excess of forty (40) hours in any work week. Overtime must be pre-approved in writing by the department head.

ARTICLE 8. HOLIDAYS

SECTION 1. All Employees shall be granted eleven (11) paid holidays as follows, to be paid seven (7) hours pay at the prevailing hour rate.

Effective January 1, 2010, the holidays shall be as follows:

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Columbus Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Luther King Day</td>
<td>Veteran's Day</td>
</tr>
<tr>
<td>President's Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Day After Thanksgiving</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td></td>
</tr>
</tbody>
</table>

SECTION 2. If a holiday falls on a Saturday, the day of observance shall be on the previous Friday. If a holiday falls on a Sunday, the day of observance shall be the following Monday.

ARTICLE 9. LEAVES

SECTION 1. VACATION LEAVE

Employees are entitled to paid time off for vacation each year, after completion of their first year of service.
From 1 - .2 years service 1 week off
From 2 - 4 years service 2 weeks off
From 5 - 10 years service 3 weeks off
From 11 - .20 years service 4 weeks off
After 20 years service 5 weeks off

Unused vacation leave is paid at termination, retirement, or death at the current rate of salary.
No vacation shall be carried over from year to year.

Employees who earn two (2) weeks or more of vacation may cash in up to one (1) week of
unused vacation.

Notice of the intent to cash in vacation shall be given to the City by August 15th and shall be paid
in a separate check by the City in the first pay period of September.

SECTION 2. SICK LEAVE

A. All full time Employees shall be entitled to twelve (12) days of paid sick leave at the
Employee’s prevailing hourly rate each year. Sick leave accrues at one day per month on
the 1st of the month. Sick Leave may be accumulated up to a maximum one hundred
(100) days. Employees leaving City employment are not compensated for any accrued
sick leave. Employees are entitled to participate in the City’s sick leave donation
program.

B. Employees who become sick during the workday and must be relieved from work may
receive sick pay for the hours not worked if the Employee has accumulated the hours
needed to compensate no loss in pay.

C. A doctor’s certificate and/or medical release may be required if an Employee has been on
sick leave for five (5) consecutive workdays, or where there is a reasonable suspicion that
sick leave abuse is occurring.

D. Part-time Employees will receive Sick Leave Benefits on a pro-rata basis, determined by
their average hourly work week.

E. SICK LEAVE INCENTIVE: On the first pay period in January, the City will pay a sick
leave incentive to the bargaining unit members who meet the criteria set forth in this
section. The year for sick leave incentive purposes shall be from January to December.

<table>
<thead>
<tr>
<th>Sick Days</th>
<th>Incentive Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$800</td>
</tr>
<tr>
<td>1</td>
<td>$600</td>
</tr>
<tr>
<td>2</td>
<td>$400</td>
</tr>
<tr>
<td>3</td>
<td>$300</td>
</tr>
<tr>
<td>4</td>
<td>$250</td>
</tr>
<tr>
<td>5 or more</td>
<td>-0-</td>
</tr>
</tbody>
</table>
The incentive for part-time Employees will be on a pro-rata basis, the same as the sick leave. In addition, Employees who are hired, resign or retire in that year shall receive a pro-rated amount of the sick leave incentive.

SECTION 3. PERSONAL LEAVE

All permanent Employees with one or more years of service shall be entitled to four (4) personal leave days per calendar year to be paid hourly as used at the Employee’s regular hourly rate. However, the Employee must give twenty-four (24) hours notice of his or her intent to utilize personal leave, which is subject to the approval of the Department Head. Personal days may not be carried over from year to year. However, if an Employee fails to use his personal days, all unused days shall be added to the Employee’s Vacation Leave.

SECTION 4. BEREAVEMENT LEAVE FOR ALL EMPLOYEES

In the event of death in an Employee’s immediate family (which consists of parents, grandparents, spouse, children, brothers and sisters, mother-in-law, father-in-law, and those relationships generally called “step”, providing persons in such relationships have been raised in the family home and have continued an active family relationship), the Employer shall grant such Employee leave without loss of pays as follows:

a. In the event of a death of a spouse or child, an Employee shall be entitled to five (5) consecutive work days.

b. In the event of the death of any other member of an Employee’s immediate family, the Employee shall be entitled to three (3) consecutive work days. In the event that due to extenuating circumstances, three (3) consecutive work days is impractical, the Mayor may adjust the use of said days.

ARTICLE 10. JURY DUTY

If an Employee is required to be on Jury Duty the City will pay the Employee his current wages the Employee would have earned if the Employee had worked minus the monies paid the Employee by the court system, not including mileage paid an Employee, so that Employee suffers no loss in wages. If an Employee reports for jury duty and their jury duty ends before the end of the day, or if the Employee is not selected for the jury, they must return to work to finish out their shift, or use personal time to cover the difference. The Employee must bring a slip from the court indicating when they were released.

ARTICLE 11. RETIREMENT

SECTION 1. All Employees shall be covered by New York State Retirement Plan, Section 751, and receive whatever benefits are available to said Employees under said plan. In addition, the City of Rensselaer participates in the New York State Health Insurance Program for retirees,
ARTICLE 12. SENIORITY

SECTION 1. Seniority shall be established as continuous service from the date of last hire. In the event of a layoff, the Employee with the least seniority within a classification shall be laid off first, and if and when the force is again increased, the Employees are to be returned to work in the reverse order in which they were laid off. An Employee laid off for a period in excess of one (1) year shall lose his seniority rights.

ARTICLE 13. DISCIPLINARY ACTION

SECTION 1. The following disciplinary procedures shall apply to all permanent full-time Employees in lieu of the procedures specified in the Civil Service Law Sections 75 and 76, insofar as said procedures are not inconsistent with the Code and Charter of the City of Rensselaer. In particular, the Deputy Clerk of the City serves at the pleasure of the City Clerk and may be removed without recourse to this disciplinary procedure.

SECTION 2. An Employee shall be entitled to representation by the Union representative or an attorney, selected at the Employee's own expense, at each step of the disciplinary procedure.

SECTION 3. Before the Mayor or the department head can impose a verbal or written reprimand, a suspension without pay, a fine, loss of accrued leave credits, reduction in grade or dismissal from service, a written Notice of Discipline shall be served upon the Employee. Such Notice of Discipline should clearly state the specific acts for which discipline is being imposed and the penalty proposed for such acts. This Notice of Discipline shall be served personally upon the Employee, if possible. If service cannot be made personally, it shall be made by certified mail, return receipt requested, to the Employee's last known address. A copy of the Notice of Discipline shall be given to the Union President.

SECTION 4. The penalty proposed may not be implemented until:

1. The Employee fails to file a grievance within ten (10) calendar days of the service of the Notice of Discipline, or

2. Having filed a grievance, the Employee elects not to pursue it, or

3. The penalty is upheld by the disciplinary arbitrator or a different penalty is determined by the arbitrator to be appropriate, or

4. The matter is settled at any stage of the disciplinary proceeding by agreement between the parties.

Notwithstanding the foregoing, an Employee may be suspended without pay for a period not exceeding thirty (30) calendar days, pending determination of the charges. After the thirty-day suspension without pay, the Employee shall be returned on the 31st. day to full pay and benefits pending the outcome of the disciplinary charges. The decision as to whether the
Employee will be returned to duty shall be at the discretion of the Mayor. If the Employee is found to be innocent of the charges, the Employee shall be restored to his original position with frill pay for the period of suspension less the amount of compensation the Employee may have earned in any other employment or occupation, and less any unemployment insurance benefits the Employee may have received during such period.

SECTION 5. Unless settled, or otherwise resolved, the Notice of Discipline may be the subject of a grievance before the Mayor or his designee, filed in writing by the Employee or the Union representative within ten (10) calendar days of service of the Notice of Discipline. The Mayor or his designee shall hold a meeting with the Union and grievant within twenty-one (21) calendar days after the filing of the grievance, and shall render a written decision within fourteen (14) days of the meeting.

SECTION 6. If the Employee or the Union is not satisfied with the decision of the Mayor or his designee, either one may file for arbitration within ten (10) working days following receipt of the written decision. Disciplinary arbitrators shall be chosen from the local panel of the Public Employment Relations Board. A copy of the Demand for Arbitration shall be filed with the Mayor and the Corporation Counsel of the City of Rensselaer. The cost of the arbitration will be shared equally by the Union and the Employer. The decision of the arbitrator will be final and binding on the parties.

SECTION 7. A disciplinary grievance may be settled at any stage of the proceeding by an agreement in writing signed by the Union, the Employee and the Employer.

SECTION 8. The time limits contained in this Article may be extended by written mutual agreement.

ARTICLE 14. GRIEVANCES

SECTION 1. DEFINITION OF GRIEVANCE

The purpose of this Article is to establish procedures for prompt discussion, processing and settlement of alleged grievances. Grievance within the meaning of this agreement shall consist only of disputes about alleged violations of, or failure to comply with, the provision of this agreement with respect to wages, hours of work and working conditions including questions of interpretation or application of this agreement.

SECTION 2. GRIEVANCE HANDLING

To make this procedure orderly and effective, it is agreed that individual Employees shall pursue their occupations without interruption in accordance with instructions from the Employer while their grievances are being processed, as set forth below:
STEP 1

The Job Steward shall present the grievance, in writing, to his or her Supervisor within three (3) days of the grievance occurrence. The Supervisor must meet with the parties to resolve the grievance within three (3) days. After the meeting, he or she shall render a written decision within two (2) days.

STEP 2

If the grievance is not satisfactorily settled by the procedure in Step 1, the written grievance may be transmitted by the Job Steward to the Mayor or his designated representative within five (5) working days following the disposition of the grievance under Step. The Mayor or his designated representative and Supervisor shall meet with the Job Steward and Teamster Local #294 representative if his presence is requested by the Job Steward. The Mayor or his designated representative and Supervisor shall render his decision in writing to the Job Steward within five (5) working days from the date of the grievance meeting, unless an extension of time is mutually agreed to.

STEP 3

Should negotiations between the Mayor and Union in the last step of the grievance procedure fail to bring about an agreement between the parties with respect to any grievance, the Union may within fifteen (15) days notify the Mayor’s Office, in writing, of its intention to submit the matter to PERB. Such time may be extended, in writing, by mutual agreement. Thereafter, the PERB Rules and Regulations for handling a grievance shall apply, including the option of mediation arbitration, if the parties so desire. The decision of PERB shall be final and binding upon both parties and shall be compiled within ten (10) days unless mutually agreed otherwise. If such decision reflects a retroactive wage payment, the Mayor’s Office shall notify the Union on the date such payment will be made. PERB shall not have the power to make an award changing or amending, or adding to or subtracting from the provisions of this agreement. The expense and compensation of the PERB procedures shall be shared equally by the City and Local Union #294.

ARTICLE 15. RECIPROCAL RIGHTS

SECTION 1. The Employer recognizes the right of the Employees to designate representatives of Local #294 to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this contract, and to visit Employees during working hours for the foregoing purposes, provided such visits do not interrupt the work schedule. Such Employee representative shall also be permitted to appear at public hearings upon the request of the employers.

SECTION 2. Local #294 shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the Employer.
SECTION 3. Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of time, to fulfill these obligations.

ARTICLE 16. SAVINGS CLAUSE

SECTION 1. If any article or part thereof of this Agreement, or any addition thereto, should be decided as in violation of any Federal, State or Local Law, or if adherence to or enforcement of any Article or part thereof should be restrained by a Court of Law, the remaining Article of this Agreement, or any addition thereto, shall not be affected.

ARTICLE 17. LEGISLATIVE ACTION

SECTION 1. It is agreed by and between the parties that any provision of this Agreement requiring Legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

ARTICLE 18. APPLICABLE LAW

This Agreement shall be subject to all Federal, State and Local laws applicable thereto, and any of the terms of this Agreement which are not consistent with, or conform to, any Federal, State or Local laws shall be deemed null and void.

ARTICLE 19. CONTRACT REOPENING CLAUSE

This Agreement expresses the complete understanding of the parties on the subject of wages, working conditions, hours of work, and conditions of employment and concludes all collective bargaining for its term except as expressly provided herein. However, the Agreement may be amended or modified in writing at any time by mutual agreement of the parties hereto.

ARTICLE 20. HEALTH INSURANCE

All full time Employees and eligible members of their family shall participate in the Teamsters Health Insurance Select Plan provided by Blue Cross Blue Shield of Central New York. The Employer will pay the first $200.00 of the monthly premium costs; the remaining costs will be paid 80% by the Employer and 20% by the Employee. The Union will also allow non-unionized Employees of the City, up to the same number as are in the Union, to enroll in the teamsters health plan at the same rate.

The Employer will provide a Health Insurance Opt-Out Plan. If an Employee chooses to opt-out of the City’s health plan, the Employee will receive $1,000 at the end of each year (or a pro-rata portion thereof). The Employee must show proof of alternate coverage and can opt back in at any time the alternate coverage ceases for any reason. The City will continue to provide disability insurance and pay for same.
ARTICLE 21. TERMINATION CLAUSE

SECTION 1. This Agreement shall be in full force and effect from the date of its approval to and including July 31, 2012 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

SECTION 2. It is further provided that 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 of this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to July 31, 2012 advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement.

IT WITNESS WHEREOF, the parties hereto have set their hands and seals this day of July, 2011. Agreement was ratified and approved by the Common Council on November 18, 2009. Through inadvertences, the Agreement was not signed until this date.

WE HEREBY CERTIFY that the provisions, terms and wording in the Collective Bargaining Agreement are not contrary to or inconsistent with the provisions, terms and wording in this Stipulation.

CITY OF RENSSELAER

By: __________________________
Title: Mayor
Date: Nov. 10, 2011

TEAMSTERS LOCAL #294

By: __________________________
Title: President
Date: 11/10/11

[Signature]
Business Agent
SCHEDULE A

Salary Schedule Teamsters*

<table>
<thead>
<tr>
<th>Job Title</th>
<th>8/1-7/31 2009-2010</th>
<th>8/1-7/31 2010-2011</th>
<th>8/1-7/31 2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deputy Water Commissioner</td>
<td>$30,251.00</td>
<td>$31,158.53</td>
<td>$32,093.29</td>
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<tr>
<td>Pump Operator</td>
<td>$29,083.60</td>
<td>$29,956.11</td>
<td>$30,854.80</td>
</tr>
<tr>
<td>Water Meter Reader</td>
<td>$26,777.14</td>
<td>$27,580.46</td>
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<tr>
<td>Senior Clerk (DPW)</td>
<td>$29,619.98</td>
<td>$30,508.58</td>
<td>$31,423.84</td>
</tr>
<tr>
<td>Senior Account Clerk (Planning)</td>
<td>$35,041.53</td>
<td>$36,092.78</td>
<td>$37,175.57</td>
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<td>Building/Zoning Administrator</td>
<td>$39,408.19</td>
<td>$40,590.44</td>
<td>$41,808.16</td>
</tr>
<tr>
<td>Clerk (Building Department)</td>
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<td>$23,379.99</td>
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<tr>
<td>Rehabilitation Specialist</td>
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<td>Assistant Planning Director</td>
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<tr>
<td>Deputy City Clerk</td>
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<td>$32,092.76</td>
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<tr>
<td>Senior Clerk (Police Dept)</td>
<td>$29,619.98</td>
<td>$30,508.58</td>
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<tr>
<td>Clerk (Assessor Office)</td>
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<td>$23,619.94</td>
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<td>Purchasing Agent</td>
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<td>$11,940.23</td>
<td>$12,298.44</td>
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</table>

* Some schedules may have been adjusted subsequent to the effective date of this Agreement.