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8749

AGREEMENT

By and Between

VILLAGE OF COXSACKIE

AND

TEAMSTERS LOCAL# 294

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

June 1, 2012- May 31, 2015

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THIS AGREEMENT, Made this_ day of 2012 by and between the Village of Coxsackie, (hereinafter referred to as Employer and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as Union).

Term: through May 31, 2015

WITNES STH:

ARTICLE I- CONDITIONS AND SCOPE OF AGREEMENT

A. Department of Public Works, Village of Coxsackie, consistent with its policy and Article 14 of the Civil Service Law of the State of New York, in furthering a more harmonious and cooperative relationship between its Employees, Administrators and Members of the Department, which will enhance the working program of the Highway Department, Village of Coxsackie and with the intent of providing an orderly means of settlement of differences, promptly and fairly, as they arise, and

B. To assure equitable treatment of its employees herein, pursuant to the Laws of the State of New York, and the rules, regulations and policies shall be construed for the accomplishment of this purpose:

C. Hereby agrees to recognize Teamsters Local 294, I.B.T. located at 890 Third Street, Albany, New York, as the sole and exclusive bargaining representative of: CASE NO. C-4379. Seasonal employees and part-time employees are excluded from the bargaining unit. However the Village shall have the authority to utilize a seasonal and/or a part-time employee as a compliment to the work force. Furthermore, it is agreed by the parties that seasonal and part-time employees shall not replace the full-time work force.

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 at the end of each month 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 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 following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining 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. has 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 be allowed reasonable paid time for attending administrative proceedings (negotiations, grievance meetings, hearings) between the EMPLOYER and the UNION.

4. The UNION shall notify the EMPLOYER, in writing, of the employees designated by the UNION as job steward.

ARTICLE III - GENERAL CONDITIONS OF EMPLOYMENT

A. Seniority: Employees shall be placed on the seniority list after serving the probationary period of employment. "Probation" shall be defined in accordance with the Greene County Civil Service Rules for the position in question. After serving the probationary period the employee's seniority will then revert back to the first date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement.

B. Loss of Seniority: Seniority shall be broken only by:

1. Lawful discharge, or
2. Resignation, or
3. Failure to return from a leave of absence.

C. Layoff and Recall:

1. When it becomes necessary to reduce the working force, the last man on the seniority list 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. When the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off, provided they are qualified to perform the available work. It is requested that two (2) weeks written notice be given on lay-offs by the Village to the employee involved except in an emergency.

2. In the event of a recall, the laid-off employee shall be given notice of recall by telegram, 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 ten (10) 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 lose all seniority rights under this Agreement and shall be considered as a voluntary quit.

3. Employees who willfully fail to return to work following a leave of absence will lose all prior seniority. Any leave of absence shall be pursuant to a written agreement between the Village and the employee.

ARTICLE IV - PROHIBITION OF STRIKES

Neither the UNION nor any of its members covered hereunder shall engage in a strike against the Public EMPLOYER herein, nor cause, instigate, encourage nor condone such a strike for violation of such non-strike pledge, 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 I - 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. A "day" as used here shall be deemed to mean a calendar day.

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 identity 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 effect 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.

A. Step One

The employee shall present the grievance to the Department Head no later than 15 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 Department Head 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 may file the grievance with the Mayor within ten (10) calendar days after receipt of the first step decision, or within ten (10) 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 Three 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 American Arbitration Association or PERB panel. 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. 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 arbitration award must be rendered within 30 calendar days after the close of the hearing, unless otherwise agreed to by the parties.

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 money due the employee on the pay day in the pay period next following such separation. Up to 320 hours of earned accrued vacation and 50% of up to 320 hours of sick leave accruals shall be included in such payments.

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.

ARTICLE VII - EQUIPMENT

A. The EMPLOYER shall comply with all NYOSH 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 affixed with Village seal.

C. The EMPLOYER shall provide and maintain gloves, rain gear, appropriate sewer gear, Carhartt bib coveralls and winter jackets. In addition to the above the EMPLOYER shall pay each employee a \$200.00 work shoe allowance semi-annually (January 1st and June 1st). This provision will be effective June 1, 2012. [To the extent that any money has already been paid, the employee will only receive the difference from the prior \$150.00 work shoe allowance.

ARTICLE VIII- PAY PERIOD

A. All employees hereunder shall be paid in full weekly on Friday. When the regular pay day 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.

ARTICLE IX- JOB CONTRACTING AND CLASSIFICATIONS

SUBCONTRACTING

There shall be no layoffs as a result of the Village exercising its right to subcontract or assign bargaining unit work to non-unit employees, including the supervisor(s). When work is to be sub-contracted Village employees shall not be used by sub-contractors, unless such work is paid at the posted prevailing wage. This article shall include building construction and/or carpentry.

ARTICLE X - VACATIONS

A. Employees shall receive paid vacations as follows:

- 1 year of service - 1 week
- 2 years of service - 2 weeks
- 7 years of service - 3 weeks
- 12 years of service - 4 weeks
- 18 years of service - 5 weeks

B. Vacation leave shall be permitted to be carried over to the following year, to a maximum of eight (8) weeks. Employees may sell back one (1) week annually.

ARTICLE XI - HOLIDAYS

A. All employees covered hereunder shall be entitled to the following:

- | | |
|------------------------|------------------|
| New Year's Day | President's Day |
| Martin Luther King Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |

Election Day
July 4th
Labor Day

Day after Thanksgiving
Christmas
Columbus Day

Any other holiday celebrated by the Village

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. Anyone required to work on holidays, shall be paid time and a half for all hours worked plus Holiday pay. If the Holiday falls on the employee's day off, he or she shall be entitled to compensating day. Any employee required to work on a holiday shall be guaranteed three (3) hours show-up pay, or actual hours worked if more than three (3).

ARTICLE XII - SICK LEAVE/PERSONAL DAYS

Each employee shall accumulate sick leave/personal days at the rate of one day per month. The EMPLOYER may request a doctor's note after two consecutive days off sick or if the employee demonstrates a pattern of sick leave abuse. Employee shall be entitled to accrue a total of eighty (80) days for future use for sick days. Personal day(s) may be used upon 2 hours notice to the EMPLOYER. Personal leave days will not be unreasonably denied.

Sick/personal leave shall not be permitted to extend holiday or vacation unless approved by the EMPLOYER.

ARTICLE XIII - 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, i.e., parents of husband and wife, children, spouse, brother and sister. One (1) day for grandparent(s) and 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 XIV - BREAK

There shall be a thirty (30) minute paid break per day.

ARTICLE XV - PENSION FUND

The Employer shall continue enrollment in the Current pension fund.

ARTICLE XVI- INSURANCE

A.1. The Village shall participate in the NYS Teamsters Benefit Fund, and continue to pay full premium for individual and family health insurance, in accordance with signed stipulations. Employees who opt not to take the insurance from the Village shall receive \$3,000.00 annually payable on November 1" of each year. This buy-out amount will be effective in the 2012 fiscal year.

A.2. Anyone hired on or after June 1, 2010 will contribute ten percent (10%) toward the cost of the health insurance premium (family, 2 person, or individual). Anyone hired on or after August 22, 2012 will contribute fifteen percent (15%) toward the cost of health insurance premium(family, two person or individual) Said contribution will be deducted from the employee's paycheck as appropriate.

B. New York State Disability Insurance: The Village shall provide for each employee New York State Disability Insurance.

ARTICLE XVII - WORK DAY AND WORK WEEK

A. The normal work week shall be Monday through Friday, inclusive, for all employees covered hereunder.

B. The work day shall be eight (8) consecutive hours, Monday through Friday, and the starting time shall be 7:00A.M., it being understood that the employees be given at least one (1) week's notice of change in the work week schedule, except in the case of an emergency outside the control of the Employer.

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 forty (40) hours per week. Sick, personal and vacation leave taken will be counted as time worked for the purpose of calculating overtime.

D. Employees called to work outside the normal work week shall be guaranteed three (3) hours show-up pay.

E. The Employer shall provide the employee (s) who are required to be on call with a pager.

F. The assignment of overtime shall be in accordance with seniority and qualifications. (Qualification to be class of license.)

ARTICLE XVIII - WAGES

A. The hourly wage rate for employees shall be as follows: There shall be a two percent (2%) wage adjustment in year of the Agreement.

	<u>CDL Drivers</u>	<u>Non-CDL Drivers</u>	<u>Laborers</u>
<u>Effective June 1, 2012</u>	<u>\$15.73</u>	<u>\$14.23</u>	<u>\$12.35</u>
<u>Effective June 1, 2013</u>	<u>\$16.04</u>	<u>\$14.51</u>	<u>\$12.60</u>
<u>Effective June 1, 2014</u>	<u>\$16.36</u>	<u>\$14.80</u>	<u>\$12.85</u>

- B. If an employee is directed to use his own vehicle for Village business, mileage shall be paid at the established IRS rate.
- C. Any employee assigned by the Superintendent of Public Works to assume the duties of the Superintendent during the Superintendents absence, will receive \$1.00 per hour for each hour when assigned.

Longevity

D. An employee who has served more than five years of service(that is at the beginning of the sixth year of service) through the eighth year of service shall receive \$600.00 annually.

An employee who has served more than eight years of service(that is beginning on the ninth year of service) shall receive \$900.00 annually.

The institution of the Longevity schedule will not begin until June 1, 2013.

CDL

E. Any employee hired on or after June 1, 2012 will have to possess a Commercial Drivers License within one (1) year of the date of hire with the Village.

ARTICLE XIX- WORKMENS' COMPENSATION PAYMENT

Workmens' Compensation shall be as provided by law.

ARTICLE XX - DISCIPLINE

The EMPLOYER shall have the right to discipline, suspend and discharge any employee for just cause. In respect to discharge or suspension, the EMPLOYER shall give one (1) documented verbal warning notice and one (1) written warning notice of any infraction against such employee to the employee and a copy of the same to the Shop Steward.

The parties agree that aforementioned steps need not be followed in the case of:

1. Employee theft
2. An employee being under the influence of alcohol or an illegal substance while on duty.
3. Unprovoked physical violence while on duty
4. Punching the time card of another employee for the purpose of stealing time
5. Negligence resulting in a serious accident
6. Conviction of a crime which constitutes a felony
7. Carrying unauthorized passengers in a Village vehicle
8. Incarceration

ARTICLE XXI- DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and shall continue in effect from year to year unless either party gives notice of its intention to terminate or modify the same 120 days prior to the expiration date thereof or any subsequent anniversary date. This Collective Bargaining Agreement shall remain in full force and effect during any period of negotiations subsequent to the expiration as provided for herein above.

ARTICLE XXII - GENERAL CONDITIONS

A. The Village shall ensure all equipment is maintained in proper and safe working order. A water cooler will be provided at work sites, and a water fountain maintained in the Village Garage.

ARTICLE XXIII- PAST BENEFITS & PRIVILEGES

The Village and the UNION each agree that all benefits, privileges and conditions are set forth in this Agreement.

ARTICLE XXIV - MANAGEMENT RIGHTS

The EMPLOYER retains the sole right to manage its business and services and to direct the working force, including the right in its discretion to subcontract or transfer work, to decide the number and location of its business and service operations, ~~the business and service operations to be conducted and~~ rendered, and the methods, processes and means used in operating its business and services and the control of buildings, real estate, materials, pmts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend, and discharge employees for just cause; to hire, layoff, assign, transfer, promote and determine the schedule of its department, and to determine the starting and quitting time and the number of hours to be worked, to take any and all action as may be necessary to carry out the mission of the Village in situations of civil emergency as may be declared by the Mayor. The right to determine the Village' s mission, policies, and to set forth all standards of services offered to the public, which includes the methods, means, hiring and number of personnel needed to carry out the Village' s mission.

When the Department of Public Works Superintendent is notified of an imminent road safety hazard or prearranged work, he will respond and assess the situation. If the work or repair will take less than thirty minutes, then the Union acknowledges and agrees that the Department of Public Works Superintendent shall be allowed to and will perform the work as necessary, Union Employees will not be called in for this work.

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 HERETOFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY

DATED: 10/30/12

VILLAGE OF COXSACKIE
VILLAGE HALL
COXSACKIE, NEW YORK 12051

BY: _____

BY: *Mark Thomas*

Mayor

DATED: 10/30/12

TEAMSTERS LOCAL 294
890 THIRD STREET
ALBANY, NEW YORK 12206

BY: *John Bulford*

BY: *[Signature]*

BY: *[Signature]*