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Contract Database Metadata Elements

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Employer Name: Port Henry, Village of

Union: Port Henry Department of Public Works Employees, Port Henry Water & Wastewater Department, International Brotherhood of Teamsters (IBT)

Local: 294

Effective Date: 06/01/10

Expiration Date: 05/31/13

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AGREEMENT

BETWEEN

Village of Port Henry
And
Teamsters Local 294

For The Employees of The DPW

And

The Water and Waste Water Departments

June 1, 2010 – May 31, 2013
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DEFINITIONS

1. “APPROPRIATE LEGISLATIVE BODY” means the Port Henry Village Board of Trustees

2. “Union” means Teamsters Local 294

3. “Base rate” means an employee’s hourly rate of pay excluding any other remuneration such as longevity.

4. “Compensatory time” means time off in lieu of earned overtime pay at the rate of 1½ per hour for each hour worked over 8 hours in a workday or 40 hours in any workweek.

4. “Days” means calendar days unless otherwise specified.

5. “Employee” means those employees in the bargaining unit.

6. “Employer” means the Village of Port Henry

7. “Immediate Family is defined as including spouse, parents (including foster or step), spouse’s parents (including foster or step), grandparents, grandchildren, child, brother, sister, brother-in-law, sister-in-law, or any other relative who resides full time in the household.

8. “PERB” mean the Public Employment Relations Board.

9. “Strike” mean any strike or concerted stoppage of work or slowdown.

10. “Workday” mean eight (8) hours of work per day in a five (5) day workweek.
THIS AGREEMENT made the 10th day of November 2010 between the VILLAGE OF PORT HENRY, hereinafter referred to as the "Village", and TEAMSTERS LOCAL 294, acting for and on behalf of the employees of the VILLAGE OF PORT HENRY DPW, WATER & WASTEWATER DEPT., hereinafter referred to as the "employee".

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

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

ARTICLE I - RECOGNITION

Section 1. The Village recognizes Teamsters Local Union 294 as the sole and exclusive representative for all employees defined as: full-time and regular part-time employees of the Department of Public Works (DPW) and the Water/Wastewater Treatment Department (W/WWD). This Recognition of the bargaining unit is for the purpose of collective negotiations to determine compensation, benefits and other terms and conditions of employment, and the administration of grievances. Excluded from the unit are the Deputy DPW Superintendent, Clerical employees and all other employees.

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

ARTICLE 2 - DUES DEDUCTIONS/AGENCY SHOP

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

The Village hereby agrees to deduct from the wages of all non-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 3 - WORKDAY/WORK WEEK

Section 1. The regular workweek shall comprise of forty (40) hours per week and will begin on Mondays and end on Fridays. Normally the work hours will be from 6:00 a.m. to 2:30 p.m. including a ½ hour unpaid lunch break. Normally, the working hours for Water and Waste Water Treatment Department employees will be from 6:00 a.m. to 2:30 p.m., including a ½ hour unpaid lunch. The Village Board reserve its right to change the work hours as may be necessary. Notwithstanding the foregoing, the Deputy DPW Superintendent reserves the right to assign one employee on a weekly rotating basis to working hours starting at 5:00 a.m. through 1:30 p.m. starting on or about December 1 and continuing through on or about March 31.

Section 2. It is understood because of the size of the work force the necessity for the Deputy DPW Superintendent to help with the workload. The Deputy DPW Superintendent may work as a supplement to the work force, but not as a replacement to a Bargaining Unit Member.

Section 3. The pay period shall end on Saturday. Payroll will be every week and will be distributed on Wednesday.

ARTICLE 4 - OVERTIME

Section 1. All hours worked before and/or after the regular workday shall be compensated at time and one-half (1 ½) the regular rate or, at the employee’s option, be granted compensatory time equivalent to the overtime provided that an employee may not accrue more than 40 hours (60 hours of compensatory time).

Section 2. Compensatory time may be accumulated up to 40 hours (60 hours of compensatory time). Any accumulated time above 40 hours shall be paid at time and one-half (1 ½).

ARTICLE 5 - SPECIAL RATES

Section 1. Call-ins

The nature of the work for DPW, Water and Waste Water Department workers often results in the necessity for employees to be called into work outside the normal workday. DPW workers are expected to be available to be called in whenever there is a forecast of inclimate weather. Failure to be available to work under such circumstances shall be considered cause for disciplinary action. In those circumstances when a call-in is unanticipated, an employee is still expected to come into work if reachable unless there is a legitimate reason not to. Whenever an employee is called in to work outside the normal work hours, there shall be a guarantee of two (2) hours pay for any call-in at the overtime rate.

Section 2. Each DPW Department employee shall receive an annual clothing and/or boot allowance. The clothing and/or boot allowance will be paid in a separate check.
a) Waste Water Treatment Plant Employees: The total amount available in any one year is $325.00 for clothing and/or boots upon submission of the appropriate receipts.

b) DPW Employees: The total amount available in any one year is $250.00 for clothing and/or boots upon submission of the appropriate receipts.

Section 3. Water and Waste Water Operator and Assistant may be sent for continuing education needed to maintain their current level of license and for any additional licensing that may be required. The Village may grant prior approval to attend a training program or similar type program that requires staying over night at the employee’s expense and shall authorize an advance payment of up to $100.00 per night that may be used for mileage at the IRS rate, cost of lodging at the location of the meeting, and meals except for breakfast on the day of departure unless it’s necessary to leave before 7:00 a.m. and dinner on the day of return unless the employee is unable to return before 8:00 p.m. either due to distance for travel or a late meeting on the day of departure that makes it unreasonable to return before 8:00 p.m. Necessary travel expenses that exceed $100.00 per day will be submitted on a voucher upon return with receipts for approved expenses.

Section 4. On Call

Employees designated to be “on call” shall be available to come into work at all times while “on call”. Being available means the ability to report to work within ½ hour of being called. On-call pay will be for two (2) hours each day assigned during the normal workweek. For weekends, it will be 6 hours pay in total. If called in, “on call” pay will be in addition to that required under Section 1 above.

ARTICLE 6 - HOLIDAYS

Section 1. Bargaining unit employees shall be granted thirteen (13) paid holidays to be paid for eight (8) hours pay at the employee’s regular hourly rate.

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Pay Rate</th>
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<tbody>
<tr>
<td>New Year's Day</td>
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<tr>
<td>President's Day</td>
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<tr>
<td>Memorial Day</td>
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<tr>
<td>Fourth of July</td>
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<tr>
<td>Labor Day</td>
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<tr>
<td>Columbus Day</td>
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<tr>
<td>Good Friday</td>
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</tbody>
</table>

Section 2. If one of the above holidays falls on a Saturday, the day of observance shall be on the previous Friday. If it falls on a Sunday, the day of observance shall be on the following Monday.

Section 3. Except for floating holidays, if a DPW employee is required to work on a holiday, he/she shall be paid at the rate of time and ½ for all hours worked, with the exception of Thanksgiving and Christmas. The pay for those two holidays shall be two times for all hours worked. Waste Water Treatment employees shall be paid double time for the actual hours worked on a holiday. An employee
will receive eight (8) hours pay at the employee’s hourly rate for a Floating Holiday.

ARTICLE 7 – LEAVES

Section 1. Vacations

a) Full-time employees are entitled to earned vacation as follows:

- after completing one year of service – 40 hours
- after completing two year’s of service – 80 hours
- after completing three years of service – 120 hours
- after completing ten years of service – 160 hours
- after completing twenty years of service – 200 hours

b) If a holiday falls within a vacation week, another day will be given at a time mutually agreed upon between the employee and his/her Supervisor.

c) Employees are expected to use all earned vacation credits each year. If an employee is unable to use all his/her accrued vacation in the year earned due to Village operational needs then, at the employee’s option, he/she, may be paid for the same or may carry over up to 80 hours for the next year only. Except for the first year, vacation accruals shall be granted on June 1 of each year.

d) New employees shall not be entitled to use vacation time until s/he completes one (1) year of service at which time s/he will receive forty (40) hours vacation time. Vacation time shall be pro-rated from the first year anniversary date to the next June 1. Any employee who retires or resigns in good standing prior to his/her anniversary date, shall be entitled to vacation paid earned on a pro rata basis provided he/she has been employed for at least one (1) full year.

Section 2. Sick Leave

a) Full-time employees shall earn eight (8) hours of sick leave a month to total 96 hours per year.

b) Employees who become sick during the workday and are released from work may receive sick pay for the hours not worked that day if employee has accumulated the hours needed.

c) Employees may accumulate up to a maximum of (960) hours sick leave credits to be paid the prevailing hourly rate when out sick.

d) A doctor’s certificate may be required if the employee’s Supervisor has reason to believe the employee is not sick.

Section 3. Disability Leave
Disability Leave shall be granted as controlled by applicable law. An Employee being granted such leave may use any unused accumulated sick time so as not to suffer any loss in wages.

Section 4. Personal Leave

The purpose of personal leave is to provide paid time off to employees in order to conduct personal business that could not otherwise be conducted outside the normal workday. All permanent employees shall be entitled to five (5) personal leave days per calendar year for the sole purpose of conducting personal business that could not otherwise be conducted outside the normal workday. The employee must give three (3) days notice of his intent to utilize personal leave, which is subject to the approval of the Superintendent of DPW for DPW employees and the Mayor for Water/Waste Water employees. Unused personal time may be carried over to the next year as sick time.

Section 5. Bereavement Leave

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 Village shall grant such employee a maximum of three (3) working days off with pay at the prevailing rate hourly rate. An employee shall receive one (1) day off with pay to attend the funeral of Aunts, Uncles, Nieces and Nephews at the prevailing hourly rate, provided the period between the day of death and the day of the funeral are working days.

ARTICLE 8 - RETIREMENT

Section 1. All eligible employees shall be covered by New York State Retirement Plan, Section 75i, and receive whatever benefits are available to said employees under said Plan. The Village will supply Health Insurance for current retirees and employees as of 2008 up to age 65 upon retirement, based upon the following percentage payments by the employer.

a. 10-14 consecutive years of service 50% for the employee; 25% for dependent coverage.

b. 15-19 consecutive years of service 75% for the employee; 50% for dependent coverage.

c. 20 or more consecutive years of service 90% for the employee for the single plan and 80% for dependent coverage.

d. Upon reaching age 65, the Village health insurance plan will become secondary to Medicare with only the retiree and his/her spouse being covered.

e. In the event the retiree dies, his/her spouse will be covered by the single plan at 90% of the premium cost.
Section 2. To be eligible for this benefit the employee must be retired and receiving a pension from the NYS Pension Fund.

Section 3. Upon retirement, an employee may apply up to 960 hours of accumulated unused sick time toward retirement service credit under 41-j of the Retirement and Social Security Law in New York State.

ARTICLE 9 - HEALTH AND HOSPITAL

Section 1. The Village will provide a group health insurance program for its employees that will include the Guardian dental and vision riders.

Section 2. Upon the approval of this Agreement, the employee’s contribution shall be as follows:

   a. Single Plan – 17% of the premium cost paid weekly
   b. Family Plan – 16% of the premium cost paid weekly
   c. Two-person – 15% of the premium cost paid weekly

Section 3. New employees will pay 25% for health insurance coverage until the successful completion of probation at which time it will be reduced to 20% of the premium cost.

ARTICLE 10 - 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 year shall lose his seniority rights.

Section 2. Qualified full-time employees shall be afforded the opportunity to be interviewed first for any vacancies that become available.

ARTICLE 11- DISCIPLINE AND DISCHARGE

Section 1. All full-time bargaining unit employees shall be considered regular employees upon the successful completion of six (6) months of continuous service and have worked forty (40) hours per week in that period. No regular full-time employee shall be removed or otherwise disciplined except for just cause

Section 2. Progressive Discipline

   a. The Village agrees to apply progressive discipline where appropriate whereby the Village is normally expected to notify the Employee with first a verbal warning before
any formal disciplinary action is taken. The Union shall be notified in writing when a written warning is issued. If an Employee receives any form of discipline in writing, the Village will specify in the offense allegedly committed, setting forth the reason(s) for its actions. A copy of such written notice will be provided to the Union.

b. The parties also acknowledge that certain acts/behavior of Employee(s) require(s) immediate action by the Village and the progressive discipline procedure need not to be followed in such circumstances.

Section 3. Employee’s Records

Offenses against the Village that are less than a suspension without pay shall be stricken from the employee’s personnel file after 36 months provided there has been no repeat behavior of the offense(s).

ARTICLE 12 - RECIPROCAL RIGHTS

Section 1. The Village recognizes the right of the employees to designate representatives of Local # 294 to appear on their behalf to discuss wages, 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 the appropriate Supervisor is informed in advance and that such visits do not interrupt the work of any employee.

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 Village subject to the approval of the content of such notices and communications by the Village.

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 free from their regular duties to fulfill these obligations subject to the approval of the Department Head.

ARTICLE 13 - SAVINGS CLAUSE

Section 1. If any article or part thereof 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 Articles in this Agreement, or any addition thereto, shall not be affected.

Section 2. If a determination or decision is made as per Section 1 of this Article, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement for such Article or part thereof.

ARTICLE 14 - LEGISLATIVE ACTION
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 THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 15 - FAIR EMPLOYMENT PRACTICES

There shall be no discrimination against any employee because of race, creed, color, national origin, gender or age.

ARTICLE 16 - 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 do not conform to any, Federal, State or Local laws shall be deemed null and void.

ARTICLE 17 - MANAGEMENT RIGHTS

The Union recognizes and agrees that the operation of the Village, the management of the Village and the direction of the Village's work force shall be in the sole discretion and full responsibility of the Village, subject only to the express limitations of this Agreement and shall include all rights, functions, powers, discretion, authority and prerogatives of management, inclusive but not limited to the right to hire, promote, discharge or discipline for cause, to maintain discipline and efficiency of employees, to contract out or subcontract work, to introduce new or improved methods, to change, curtail or discontinue methods or processes or to use new equipment, to promulgate rules and regulations and require employees to observe such rules and regulations, to determine the manner and standards by which the Village shall be operated, to determine standards of work and quality and to otherwise take such measures as the Village deems necessary for the orderly, safe, effective and efficient conduct of its business, and to carry out the ordinary and customary functions of Village government.

ARTICLE 18 - WAGES and LONGEVITY

Section 1. The Longevity Wages listed below are for all employees covered by the Collective bargaining Agreement. Upon the completion of the requisite number years of service, an employee will be paid his/her longevity at the next pay period.

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount</th>
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<tr>
<td>10 - 14 years</td>
<td>$300.00 per year</td>
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<tr>
<td>15 - 19 years</td>
<td>$400.00 per year</td>
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<tr>
<td>20 - up years</td>
<td>$600.00 per year</td>
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Section 2. Wages
a. All bargaining unit employees currently paid at an hourly rate shall receive an hourly rate increase as follows:
   (i) June 1, 2010 - $.49 increase in the hourly rate;
   (ii) June 1, 2011 - $.47 increase in the hourly rate;
   (iii) June 1, 2012 - $.49 increase in the hourly rate.

b. There shall be three (3) Grades for bargaining unit employees as follows:

   Starting rate - Completion of probation rate

   Grade 1 - Laborer (New) $12.00/hr $13.50/hr
   Grade 2 - MEO (New) $13.50/hr $14.50/hr
   Grade 3 - Water & Waste Water Treatment Oper. (New) $14.50/hr $15.50/hr

ARTICLE 19- ALCOHOL AND DRUG USE

Section 1. An employee shall be permitted to take a Leave of Absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The Leave of Absence must be requested prior to the commission of any act subject to disciplinary action. Such Leaves of Absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the Employee shall not receive any of the benefits provided by this Agreement except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

Section 2. Return from Leave of Absence – Testing:

Employees requesting to return to work from a Leave of Absence for drug use shall be required to be tested by a procedure approved by the Village Board. Failure to take the test or to meet the standards approved by the Village Board shall be cause for discharge without prior warning.

ARTICLE 20 – MISCELLANEOUS

Section 1. Effective June 1, 2011, employees in the Water and Waste Water Treatment Plant shall, upon achieving a higher-level license, have their hourly rate increased by $.50.

Section 2. New employees shall be entitled to health insurance coverage upon the completion of thirty (30) days of service.
Section 3. A bargaining unit member appointed foreman is authorized to act on behalf of
the Deputy DPW Superintendent in his absence provided it is for more than one day at a
time. In consideration of that responsibility, said foreman shall be entitled to accumulate
one hour’s time per working day either in the form of pay based on his hourly rate or the
equivalent accrual of time based on one hour per day at the employee’s discretion.

ARTICLE 21 – GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance: A grievance is defined as any alleged violation,
misinterpretation of any Article or provision of this Agreement

Section 2. Other than during an employee’s probationary term, the Union and/or an employee
shall have the right to file a grievance in accordance with Section 1. above.

Section 3. This procedure shall be the sole and exclusive procedure for resolving any and all
grievances.

STEP 1 - The grievance may be presented orally by the aggrieved employee and/or the Union
to the employee’s immediate supervisor within fifteen (15) days after the Union or the
employee knew or should have known of the conditions upon which the grievance is based. If
discussion of the grievance with the immediate supervisor does not result in resolution of the
grievance within ten (10) working days, the employee or the Union shall have ten (10) days to
appeal the grievance to STEP 2.

STEP 2 – Except as otherwise provided under Section 2 above, the Union may submit the
grievance to the Mayor in writing, who shall within ten (10) working days after the receipt of
said grievance, will convene a meeting between the aggrieved party and a representative(s) of
the Village for purposes of resolving the grievance. If the grievance is not resolved at said
meeting, then the Village will render its decision in writing within ten (10) days of the meeting.
If the decision of the Village is not accepted by the Union, then the Union may appeal to
arbitration provided said appeal is made within fifteen (15) days of the Village’s decision.
Failure by the Village to give an answer within the specified time limits set out above, shall be
deemed as a denial of the grievance. Failure of a grievant to file a timely appeal shall constitute
a waiver of the grievance.

Step 3. – In the event the grievance is not resolved at the Step 2 level, a joint request will be
made to PERB requesting a staff mediator be assigned to assist the parties in resolving the
matter short of arbitration. In the event PERB agrees to assign a mediator, the parties will be
governed by PERB’s Rules and Regulations on such matters. Any and all costs for said PERB
services shall be shared equally by the parties.

ARBITRATION PROCEDURE

Step 1. In the event that a grievance concerning an alleged violation of this Agreement is
unresolved after being processed through the steps of the grievance procedure, or having
For the Village of Port Henry

By Ernie Guerin, Mayor

Dated: 11/10/10

For Teamsters Local 294

By John Bulgario, President, PEO

Dated: 11/10/10

By Thomas L. Quackenbush, Business Agent

Dated: 11/10/10