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BC / 9636

Agreement

By and Between

The Village of Athens

And

Teamsters Local # 294

International Brotherhood of Teamsters

(June 1, 2011 – May 31, 2014)

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THIS AGREEMENT, Made this 8th day of February, 2012 by and between the Village of Athens, (hereinafter referred to as "Employer") and Teamsters Local 294 International Brotherhood of Teamsters (hereinafter referred to as "Union").

Term: June 1, 2011 through May 31, 2014

WITNESSETH: ARTICLE I

ARTICLE I - PURPOSE AND SCOPE OF AGREEMENT

A. This Agreement has as its purpose the promotion of a harmonious and cooperative relationship between the Employer and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; the establishment of rates or pay, hours of work and other conditions of employment; and to provide orderly and uninterrupted operation and function of the Village of Athens Department of Public Works (hereinafter referred to as "DPW"), and to assure equitable treatment of the DPW employees, pursuant to the Laws of the State of New York, and the rules, regulations and policies, which shall be construed for the accomplishment of this purpose.

B. The Employer 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 full-time employees of the DPW for the purposes of establishing salaries and working conditions and the administration of grievances arising thereunder. Current DPW Job Titles and pay grades are listed in Schedule A of this Agreement. All employees under the DPW title are herein covered under this agreement, excluding the Superintendent of the DPW.

C. Management Rights: Except to the extent modified by the terms of this Agreement, the rights and responsibilities of the Employer include, but are not limited to, the following:

- a. To determine the standards of services to the Employer of Athens consistent with applicable laws;
- b. To direct employees in their respective positions;
- c. To maintain the efficiency of government operations entrusted to them.

Except as expressly limited by other provisions of this Agreement, all of the Employer 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 Employer and to determine the facilities, methods, means and numbers of personnel required for conduct of Employer programs.

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. The dues authorization shall remain valid until cancellation or withdrawal in writing. All funds shall be transmitted to the UNION at the address designated in Article XXV of this Agreement within a reasonable time subject to administrative delays.

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 Employer 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 unit. 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*; and

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.

4. The UNION shall notify the EMPLOYER, in writing, of the employees designated by the UNION as job steward and alternate 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: Seniority shall be determined by the employees uninterrupted years of service with the Village of Athens DPW.

Seniority will be the sole factor for filling a job provided the employee filling said job has the skill and ability to perform the job.

In the event any employee from the Employer of Athens transfers to DPW, said employee will retain his/her seniority for benefit purposes only, however said employee shall go to the bottom of the seniority list for the purpose of job bidding.

Employees shall be placed on the seniority list after serving twenty-six (26) weeks of probationary employment after which the seniority of each employee shall revert back to the date of hire. Seniority shall accrue and be determined in accordance with length of employment within the bargaining unit covered by this Agreement. During the probationary period, the employee may be terminated by the EMPLOYER at the EMPLOYER'S discretion and without notice to the UNION.

D. Loss of Seniority: An Employee shall lose his or her seniority for the following reasons:

1. Lawful discharge, or discharge with cause;
2. Resignation;
3. Failure to return to work from a leave of absence;
4. Failure to return to work after written notice when recalled from a lay-off resulting from a reduction in force; or
5. Retirement.

E. Layoff and Recall:

1. 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. 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. Except in an emergency, it is requested that the Employer give two (2) weeks written notice on lay-offs to the employee involved. In the event of a lay-off a meeting may be requested by either party.

2. The Employer shall lay-off bargaining unit employees in the same title in the following order: probationary employees, and permanent employees in the inverse order of seniority.

3. In the event of a recall, the laid-off employee shall be given notice of recall by, regular or certified 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 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 to in writing 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 or she shall lose all seniority rights under this Agreement and shall be considered to have resigned. Notice of recall shall be sent to the UNION on the same date lay-off notices are issued to employees.

4. Employees who 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 Employer and the employee.

ARTICLE IV - PROHIBITION OF STRIKES

A. As provided for in Section 210 of the Public Employees Fair Labor Employment Act, Article 14 of the New York State Civil Service Law (Taylor Law), no employee covered by this agreement or the union organization shall engage in a strike, or work slow down and no public employee or employee organization shall cause, instigate, encourage, or condone a strike.

B. During the process of negotiations (i.e., Negotiations, Impasse and Fact Finding, etc.) no public employee or member of the Union shall engage in any picketing, demonstrating or informational meeting at the home or business of any member or former member of the Village Board of the Village of Athens without the express written approval of such member or former member.

ARTICLE V - GRIEVANCE AND ARBITRATION

SECTION I - PURPOSE

It is the intent of the EMPLOYER 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 grievance 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.

It is the intention of the parties that a time limit set forth in this Article be of the essence, unless otherwise mutually agreed to in writing between the parties on a specific case. Failure of the UNION to proceed within the time limits set forth shall terminate the grievance at that step. Failure of the EMPLOYER to answer within the time limits set forth shall entitle the UNION to proceed to the next step of the grievance procedure. Any step of the grievance procedure may be bypassed by mutual agreement of the parties in writing.

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, including but not limited to matters of employee discipline or termination.

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 EMPLOYER.

E. A "day" as used here shall be deemed to mean a *business day*.

F. The "immediate supervisor" shall mean the Superintendent of Public Works, or his successor or designee upon his absence.

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 affect them personally and shall submit such grievances directly to the Job Steward, as well as the immediate supervisor.

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

D. Where the EMPLOYER has a grievance, it shall be submitted directly to the Job Steward as well as the Local Union.

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 grievance shall be presented by the Job Steward or other authorized representative of the UNION, with or without the employee aggrieved, and to the immediate supervisor no later than ten (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 Job Steward as well as the immediate supervisor shall meet with the aggrieved party and issue a written decision to the grievant and his representative no later than ten (10) business 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 Job Steward or other authorized representative, may file the grievance with the Village of Athens Village Board by the next Village Board meeting. If no decision is received, the Village Board shall investigate the grievance and shall, upon request, meet with the aggrieved party. A written decision will be issued to the Job Steward or other authorized representative no later than ten (10) business days following the Village Board meeting.

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 twenty (20) calendar days after receiving the response, or if no response is rendered, within twenty (20) calendar days after the response should have been received, refer the grievance to binding arbitration in accordance with the Arbitration Procedures set forth in Section 5 of this Article. The parties shall adhere to the rules regarding the selection of arbitrators.

SECTION 5 - ARBITRATION PROCEDURE

A. When a dispute remains unresolved through the grievance procedure, it may be referred to arbitration by either party, who shall first attempt to mutually agree upon an arbitrator, and if such cannot be done, the parties shall select an arbitrator in accordance with the rules of the Public Employment Relations Board ("PERB"). The arbitrator shall have the authority to make a final and binding award on the grievance.

B. The arbitrator's decision shall be in writing and shall set forth all findings, reasoning and conclusions on the issues submitted and shall be binding and final on both parties, subject to each parties' right to appeal. The arbitrator's power shall be limited to interpreting the express written provisions of this Agreement. The arbitrator shall 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.

C. The arbitration award must be rendered within thirty (30) calendar days after the close of the hearing, unless otherwise agreed to by the parties in writing.

D. 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 in writing.

E. 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 shall be borne equally by the EMPLOYER and the UNION.

ARTICLE VI - SEPARATION FROM EMPLOYMENT AND LIMITATIONS ON ACCRUAL OF LEAVE

A. Upon separation from employment, the EMPLOYER shall pay all money due the employee on the payday for the pay period next following such separation. The employee shall be reimbursed all money due by check payment to the employee or in the event of death, to his or her beneficiary or estate, as the case may be.

B. Notwithstanding any other provision of this Article to the contrary, there shall be no reimbursement for the accrual of unused sick or personal time.

C. Upon separation from employment, the Employee shall return to the immediate supervisor all Department property in his or her possession or assigned to him or her in substantially the same condition as when received, reasonable wear and tear accepted. If the employee fails to return such property to the immediate supervisor within five (5) days of the date of separation from employment, EMPLOYER shall be entitled to reimbursement for the costs of such equipment and shall be entitled to bring a grievance for a violation of this provision.

D. An employee shall provide the immediate supervisor and the Village Board with two (2) 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 and any applicable state and federal laws, rules and/or regulations relating to safety. The employer shall provide the appropriate tools where necessary and the employee receiving such tools shall be responsible for same until returned to the immediate supervisor. All employees shall be issued Hard Hats, Safety glasses and vests. No Employee shall be expected to weld without proper wearing apparel.

B. The EMPLOYER shall provide each employee with five (5) Tee shirts; five (5) Sweatshirts; (hooded or non-hooded) and one(1) winter jacket with liners, not to exceed \$250 per employee per each contract year.

C. In addition to Section B above the EMPLOYER shall pay each employee up to \$450.00 per each contract year to purchase two (2) pair of work boots (warm weather and cold weather) or any other additional or combination of work related clothing items in this section. The employee can either buy this clothing and provide a receipt to the Village for reimbursement, or clothing can be charged to the Village account from any catalog or store the Employee chooses to order from provided any such purchases are pre-approved by the Village Board and adhere to the Village voucher system and procurement policy.

D. The employees and the employer shall ensure all equipment is maintained in proper and safe working order. Water and a water dispenser with both cold and hot water handles 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 needed.

ARTICLE VIII - PAY PERIOD

A. All employees hereunder shall be paid in full, of all regular/overtime hours worked, on a weekly basis, no later than end of the day on Thursday for employees with direct deposit. The Employer will not be responsible for the late delivery of paychecks on such Thursday by the payroll company. The Employer will insure that all employees will receive their payroll checks by the end of the day on Friday. When the regular payday falls on a holiday, the Employer shall pay the employees on the last banking day immediately preceding the holiday. Each employee shall be required to setup a direct deposit account within five (5) calendar days of commencement of his or her employment. All salary payments shall be distributed through direct deposit, unless otherwise agreed to by the parties in writing.

B. Each employee shall be provided with a statement of gross earnings and a statement of deductions from pay for any purpose. Such statement shall also record all accruals.

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. Both time cards and time sheet will be submitted to the Village Clerk first thing Tuesday morning. No request for payment will be honored without such time records which have been signed by the immediate supervisor.

ARTICLE IX - JOB CONTRACTING AND CLASSIFICATIONS SUBCONTRACTING

There shall be no layoffs as a result of the Employer exercising its right to subcontract or assign bargaining unit work to non-unit employees, including the working foreman and the Machinery and Equipment Operator (MEO). When bargaining unit work is to be sub-contracted; Village employees shall not be used by subcontractors, unless such work is paid at the posted prevailing wage. This article shall also include building construction and/or carpentry. However, this shall not prevent the Employer from consolidating services with another municipality and in such case, lay-offs may occur. The Employer shall not be considered a sub-contractor.

ARTICLE X – VACATIONS

A. Subject to the provision hereinafter set forth, full-time regular Employees who have been employed for the continuous period of employment set forth in the table below shall accrue paid vacation time as follows:

Upon completion of the twenty six (26) week probation – 1 week

Upon completion of one (1) year of service – 2 weeks

Upon completion of seven (7) years of service – 3 weeks

Upon completion of fifteen (15) years of service – 4 weeks

Upon completion of twenty (20) years of service – 5 weeks

3. Vacation time must be utilized in the year it is credited, unless an exception is granted by the Board of Trustees. Except for those employees who are receiving 5 weeks of vacation, up to (1) week of unused vacation time may be carried over, employees may sell back up to one (1) week of unused vacation leave annually. There will not be cumulative carry over of vacation time.

. An employee's seniority shall govern with regard to choice of vacation times; however, once a vacation time has been selected and approved by the immediate supervisor, a more senior employee cannot bump a junior employee from that approved time. However, two (2) employees may be approved the same vacation time, pending the number of day requested and the conflict, if any, with the orderly performance of the department, as determined by the immediate supervisor. The immediate supervisor shall not unreasonably deny a vacation request for 2 employees, provided there is coverage in the workforce for the time being requested. One (1) or two (2) day vacations may be requested at any time, however, three (3) or more shall be submitted two (2) weeks prior to the requested time.

Vacations in the winter months shall be permitted only with a one (1) week request prior to the time needed, only with consent of the immediate supervisor. Once the employee is granted her/his vacation and the employee is not available to return to work for whatever reason, if needed, the employee will not suffer any consequences.

No employee shall be required to work during their vacation days, sick or personal days, unless mutually agreed upon between said employee and his/her immediate supervisor

ARTICLE XI - HOLIDAYS

A. The following days shall be recognized and observed as paid holidays:

- New Year's Day- -Martin Luther King Day- -President's Day-
- Memorial Day- -Independence Day- -Labor Day-
- Columbus Day- -Veterans Day- -Thanksgiving Day- -Day After Thanksgiving-
- Christmas Day- -1/2 day before Christmas and New Year's-

B. Whenever any holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday. To be paid for a holiday, an employee must have worked his/her last scheduled work day before the holiday and the first scheduled work day after the holiday, unless he or she was off because of illness, vacation, personal leave or unless otherwise previously approved by the immediate supervisor.

C. Any employee required to work on holidays, shall be paid triple pay. 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) hours.

ARTICLE XII - SICK LEAVE AND PERSONAL LEAVE

Each full-time employee, shall be granted ten (10) sick leave days per contract 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 when receiving extended sick leave benefits.

B. Except in the event of emergency; sick leave may be used upon a half (1/2) hours notice, prior to the beginning of the work day, to the immediate supervisor.

C. The immediate supervisor may require a physician's certificate for any absences of more than three (3) days. Where the illness or disability is of long duration, a physician's certificate may be required for each one-half month of continuous absence. In any case, the immediate supervisor may require an examination by a physician, Employer or other evidence that the illness prevents the employee from working.

D. The immediate supervisor may grant use of family medical leave to an employee upon request for use in connection with an illness or sickness of a member of the employee's immediate family. Requests will not be unreasonably denied.

E. Personal leave is leave with pay for personal, business, or religious observance, without charge against accumulated vacation or compensatory time due, subject to the approval of the immediate supervisor.

F. Personal days may be requested upon two (2) hours notice to the immediate supervisor and will not be unreasonably denied. Personal days may be used in hourly increments.

G. Each full-time employee shall be granted five (5) personal leave days per contract year at full pay. Personal leave cannot be accrued.

ARTICLE XIII - BEREAVEMENT LEAVE AND OTHER LEAVES

All employees shall be entitled to four (4) consecutive days absence from employment with pay, commencing with the date of death in the immediate family, (i.e., parent, step-parents, legal guardians, mother-in-law/father-in-law, child, spouse, brother/sister, step-brother/step-sister, and mother-in-law/sister-in-law.) All employees shall be entitled to three (3) consecutive days for the death of a grandparent, two (2) consecutive days for the death of an uncle/aunt, cousin, and one (1) day for death of a family friend and a present or past Village employees. The EMPLOYER may request the employee to submit proof of death for the purpose of payment under this provision.

Employees may request leaves of absence for other reasons, upon approval by the Village Board. The employer shall grant leave, with pay, to employees that must attend classes to obtain or maintain licenses by the State for employment in their present jobs.

ARTICLE XIV - BREAK/LUNCH

There shall be a fifteen (15) minute, paid morning and a fifteen (15) minute paid afternoon break; daily. There shall also be a thirty (30) minute, duty free, unpaid lunch break; daily.

ARTICLE XV - PENSION FUND

The Employer shall continue enrollment in the current pension fund in effect on June 1, 2008. The Employer shall provide coverage for each employee under Section 75(i) of the Retirement and Social Security Law, but nothing herein shall relieve the employee of the obligation to contribute to such pension plan or other pension as may be required by law.

ARTICLE XVI - HEALTH INSURANCE

A. MEDICAL INSURANCE COVERAGE. Coverage for an employee will begin on the first day of the month upon completion of their first month of continuous employment. Employer. A copy of the NYS Teamsters Benefit Fund rates will be provided to each employee of the Employer. Additionally, the Union agrees to provide health insurance coverage for up to five (5) non-bargaining unit employees of the Employer, should any exist and select health insurance coverage through the Employer.

B. The Employer will pay up to the following amounts, per calendar year for each bargaining unit member to purchase insurance from the Teamsters Plan:

2012	\$14,250
2013	\$15,250
2014	\$15,500

ARTICLE XVII – ABSENCE AND TARDINESS

It is the 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 (1/2) hour prior to the Employee’s scheduled start time.

ARTICLE XVIII – WORKDAY AND WORKWEEK

A. The regular workweek shall consist of forty (40) hours per week, Monday through Friday, with time off on Saturday and Sunday, inclusive, for all employees covered hereunder. The work day shall consist of eight (8) hours, excluding lunch.

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 am and 9:00 am. 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 (1 ½) times the regular pay for all hours worked in excess of eight (8) hours per day, or forty (40) hours per week. All time worked outside normal scheduled work day shall be considered two (2) hours show up time or actual hours worked at a rate of holiday, sick-leave day, personal leave day; vacation day, or bereavement-leave day shall be considered an eight (8) hour day worked of the forty (40) hour work week.

D. Employees called to work outside the normal work week schedule shall be paid as follows: Saturdays; guaranteed two (2) hours show-up pay or actual hours worked at a rate of one and one half (1 ½) times the employees hourly rate. Sundays; guaranteed two (2) hours show-up pay or actual hours worked at a rate of two (2) times the employees hourly rate. Holidays; guaranteed three (3) hours show-up pay or actual hours worked at a rate of three (3) times the employees hourly rate.

E. The assignment of overtime shall be in accordance with overtime equalization and rotated equally among qualified Bargaining Unit members. The immediate supervisor will distribute overtime as equally as is possible, with due regard to qualifications among the employees involved, the work to be performed, and availability of the employees. The parties agree to meet and discuss the assignment of overtime with the recognition that there is an operational need for fair distribution of such overtime.

F. The employee may request and the Employer may grant work schedules deviating from the above normal work schedule, providing any such work schedule will only be established for extraordinary circumstances. Whether or not to grant such a request remains solely in the discretion of the immediate supervisor as well as the Employer. The failure to grant such a request shall not be grievable.

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

ARTICLE XIX - WAGES

A. Subject to the provisions of this Agreement, each employee shall be compensated in accordance with this Article during the term of this Agreement and the continuance of such employment.

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

- Effective on June 1, 2011 ----- 1.8% increase on hourly rate
- Effective on June 1, 2012 ----- 1.8% increase on hourly rate
- Effective on June 1, 2013 ----- 1.8% increase on hourly rate

C. If an employee is directed to use his/her own vehicle for Employer business, mileage shall be paid at the IRS Rate.

D. Increase in hourly rate can be amended annually upon written mutual agreement among the Employer, Union and Employees as an Amendment to this Agreement.

ARTICLE XX - WORKMENS' COMPENSATION PAYMENT

Workmen's Compensation shall be as provided / by Employer as required by law.

ARTICLE XXI - 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 to the employee and a copy of the same to the Job Steward or other authorized union representative, with a copy to be placed in the employees personnel file and a copy sent to the local union office.

The procedures set forth in Section 75 of the Civil Service Law shall be deemed waived. In the event that an employee who has been permanently appointed and has finished probation shall be subject to disciplinary action, including termination, the employee may submit the disciplinary charge(s) to arbitration pursuant to the arbitration procedure set forth in Section 5 of Article 5 of this agreement by providing written notice of such election within fifteen (15) calendar days after the employee has been disciplined.

The parties agree that the aforementioned steps need not be followed in case of egregious behavior, the Employer has all rights to suspend, without pay, as well as terminate said employee for behavior detrimental to the workplace as well as the workforce including but not limited to the following list:

1. Employee theft.
2. An employee being under the influence of alcohol or an illegal substance while on duty.
3. Any Village employee involved in physical assault, verbal abuse, acts of violence, verbal or physical threats, sexual harassment, endangering the wellbeing of another, and improper use of vulgar language to others as well as the Public.
4. Punching the time card of another employee and/or improper logging of time worked on the time sheets 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 an Employer vehicle or unauthorized use of a Employer 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 perform the daily work told to do as well as to work overtime in emergency situations, (pending the employees availability at that time).
10. Falsification of employment applications and/or records. 11. Loss of drivers' license, if such license is a requirement of the job.

ARTICLE XXII - DURATION CLAUSE

This Agreement shall be in force and effect from the date of execution of this contract by the parties and the terms and conditions shall continue in effect from year to year as provided by the Labor Law of the State of New York until succeeded by a new agreement or the bargaining unit is decertified.

ARTICLE XXIII - GENERAL CONDITIONS

The following practices shall be instituted and/or continue for the duration of the existence of the D.P.W.:

1. The Employer shall ensure all equipment is maintained in proper and safe working order. A portable water cooler will be provided at work sites, and a water fountain and working refrigerator maintained in the D.P.W. Garage.
2. The Employer shall create and maintain job descriptions for all bargaining unit positions.
3. The Employer shall not subvert the work of the Bargaining unit by having non-bargaining unit personnel performing bargaining unit work on off hours.
4. Employees required to work in excess of twelve (12) hours per day shall receive a ten (\$10.00) dollar meal allowance and eight (\$8.00) dollar meal allowance for every four (4) hours worked thereafter.
The Employer shall reimburse Employees for the cost of their CDL License(s) and any other required licensing upon presentation of a receipt showing payment and proper date.
5. All employees at each level that are employed by the Employer within the DPW workforce, with the exception of the DPW Supervisor, are herein covered by this agreement and are titled as followed, found in Schedule A of this agreement.

ARTICLE XXIV - VOLUNTEER EMERGENCY SERVICES

The parties agree the employee(s) shall suffer no loss of pay for participation in voluntary emergency services when their services are required. It is understood that no employee(s) shall leave his/her work station unattended and without permission from the immediate supervisor. Such permission shall not be unreasonably denied. Employee(s) shall provide the Employer written notice from the Chief or his designee that their services were required. The employee(s) who participate in voluntary emergency services will also distinguish between the severities of the emergency in accordance with the work being performed at that time.

ARTICLE XXV – NOTICES

All notices, or other communications required under this Agreement shall be in writing and shall be deemed to be given when delivered personally or when deposited in the United States Mail, certified, return receipt requested or one (1) business day after pickup by UPS, or in any case addressed to the parties at the addresses set forth herein or to any subsequent address which either party may designate for such purpose with a copy of such notice sent to the Village of Athens Village Board and the Union President. Notwithstanding the above, a notice, demand or other communication of change of address shall not be effective until given pursuant to the provisions of this Paragraph.

Notices to be sent to:

VILLAGE OF ATHENS
2 First Street
Athens, NY 12015

TEAMSTERS LOCAL 294
890 Third Street
Albany, NY 12206

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 8th DAY OF February
2012.

VILLAGE OF ATHENS

TEAMSTERS LOCAL 294

By: Andea Smallwood

By: John Budy

By: Robert Jones

By: [Signature]

By: Deanna Reinbold

By: Anthony [Signature]

By: Anthony [Signature]

By: Vernon [Signature]

By: _____

By: Robert Way

By: _____

By: [Signature]

By: _____

By: _____

SCHEDULE A

Laborers with CDL licenses during probation period will make \$15.00 per hour, after probation period this will be raised to \$16.00 per hour. There will be no retroactive wage increase for probationary employees for the fiscal 2011/2012 contract period.

If a present employee is promoted to foreman, the salary increase will be \$2.00 above their existing pay scale.