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

Local: **Teamsters Local 294**

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GEN 7120

C

January 1, 2009 - December 31, 2010

AGREEMENT

By and Between

PLEASANT VALLEY

and

TEAMSTERS LOCAL 294

Affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

DEC 02 2009

ADMINISTRATION

appx. 85

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**ARTICLE 1
RECOGNITION**

The Employer recognizes and acknowledges that the Teamsters Local 294 is the sole and exclusive representative of all employees in the classifications of work covered by this Agreement:

Including: All full-time and part-time employees employed at the Pleasant Valley in the following titles: CNA, PCA, Transportation Aide, Personal Care Aide, Aide, Cook, Assistant Cook, Food Service Helper, Cleaner, Watchman, Building Maintenance Mechanic, Building Maintenance Helper, and

Excluding: Caseworker, seasonal employees, Principal Account Clerk (Supervisor of Accounting Department), Licensed Practical Nurse, Nursing Administrative Assistants, Receptionist, Typist, Account Clerk, Senior Account Clerk and all other employees.

**ARTICLE 2
DECLARATION OF PLEDGE OF NO STRIKE POLICY**

In compliance with the provisions of the Public Employee's Fair Employment Act and in consideration of the recognition by the Employer of the Union as the exclusive bargaining representative of the employees, the Union does hereby affirm a policy that it does not assert the right to strike nor will it participate in any such strike by the employees, or will it impose any obligation on said employees to conduct, assist, or participate in a strike.

**ARTICLE 3
MANAGEMENT RIGHTS**

The County continues to retain all its rights, powers and duties granted to it under law except as limited by this Agreement.

**ARTICLE 4
UNION SECURITY**

Section 1 - Union Dues Deduction

Employer will deduct on each regular payday from the wages due each Union member, upon receipt of written authorization, the regular dues fixed by the Union. Employer will, not later than the tenth (10th) day of the following month, remit dues deducted for the preceding month to Union. Each such authorization will continue in force and effect until revoked in writing by the employee who signed it or by termination of such employee's employment.

ARTICLE 6B SENIORITY

Section 1.

Seniority shall be defined as the length of service with the Employer within the Bargaining Unit, from the most recent date of hire.

Section 2.

The principle of seniority shall govern and control all cases of transfer, decrease or increase of the working force within the bargaining unit, provided the employee can do the work required. In promoting employees or in filling vacancies or openings within the bargaining unit the Employer shall have the right to select from within the three most senior applicants who meet the minimum qualifications stated in the job posting notice. The "Rule of Three" procedure set forth above shall be construed so that there will always be a field of three from which the Employer may select (i.e., one person withdrawing moves the fourth person to the third, etc.). Employees already in the employ of the County, if qualified, shall be selected to fill new posts or vacancies. In the event the Employer is not satisfied with the performance of the employee after a twenty (20) work day trial period, the Employer shall have the right to return the employee to his original job.

An employee who accepts a new or vacant position shall not be allowed to return to their prior position for one year thereafter, unless the Employer gives its consent.

Section 3.

In the event of layoff, the least senior employee in the title affected shall be laid off first and shall be given at least a one-week notice of layoff.

The last employee to be laid off shall be the first to be rehired, provided that such last employee laid off is one capable of doing the required work properly and further that such laid off employee responds to a call to report for work not more than two (2) working days after receipt of notice sent to him by telegram or certified mail to his last known address and to report for work within a week after his response.

Section 4.

Seniority and all rights under this contract shall be lost by an employee for any of the following reasons:

1. If he/she should voluntarily quit his/her job.
2. If he/she is discharged and not ordered reinstated.
3. If he/she fails on recall from layoff to report for work within one (1) week after he/she should have made his/her response to the recall to report for work.
4. If the employee has been elevated to a supervisory position and remains in that position for a period exceeding ninety (90) days, and then returns to a lower category.

**ARTICLE 8
UNION BULLETIN BOARD**

The employer agrees to provide a bulletin board of at least 3 feet by 4 feet at an agreed upon location. Postings by the Union on such bulletin board are to be confined to official business of the Union.

**ARTICLE 9
LEAVES**

A. Sick Leave

Sick leave with pay shall be granted to all full-time employees for absence from duty because of illness, bodily injury, exposure to contagious diseases, attendance upon members of the immediate family whose illness requires the care of such employee. Full time employees hired on or before February 5, 1987, will earn ten (10) sick days per year. Full time employees hired on or before February 5, 1987, shall calculate sick days on the basis of one (1) for each month starting with January and going through October of each calendar year. Full time employees hired after February 5, 1987, will continue to earn eight (8) sick days per year calculated at one half (1/2) day per month and one half (1/2) day per quarter. Unused sick leave shall not accumulate to an employee's credit beyond a maximum of two hundred (200) working days. No sick leave shall be granted unless the employee has reported the necessity for sick leave as soon as possible.

Immediate family shall mean residents of the employee's household, except that an employee may use sick leave to care for their own sick child who may not reside within the employee's household. An employee must be employed a minimum of three (3) months before becoming eligible for sick time.

The employee must inform his/her department head at least two (2) hours prior to his/her scheduled time for work, and thereafter for protracted absences keep his/her superior in touch with his progress and expected date for return to work. Failure to so inform the department will result in denial of salary for that day or days.

Employees reporting off sick shall do so personally by telephone or in person. Failure to personally report off sick shall result in loss of pay for the sick day unless it was not possible for the employee to report off personally.

Effective June 1, 1982, an employee who calls in sick the day before or the day after a Holiday, Personal Day, Vacation Day(s), a Scheduled Weekend or Scheduled Day(s) Off, may have their wages deducted for the day, pending a physician's statement, stating that the employee should or could not go to work on the day in question, subject to their Supervisor's discretion.

If it becomes necessary for an employee to be absent from work due to injury or illness, after all accumulated sick leave is used, a request must be made to the Department Head for a leave-of-absence.

The request shall be submitted to the employee's Department Head who will recommend approval or disapproval of the leave. Requests for leave shall be approved or disapproved by the Administrator. The decision to grant a leave-of-absence will be based upon:

1. Employee evaluations
2. Employee conferences
3. Attendance and punctuality
4. Quality of work
5. Ability to cooperate and work well with others
6. Emotional stability

The employee will be terminated if he/she does not return to work on the date so stated in the approved leave.

C. Maternity Leave

A regular full-time employee who becomes pregnant after one (1) year of service may be continued in employment if it has been determined by the Employer that the employee's health and her ability and suitability to perform her work will not be impaired. A leave-of-absence may be requested, without pay, to continue up to ninety (90) days postpartum. It will be necessary that a statement from the physician be presented to verify the date of confinement.

D. Workers' Compensation

In accordance with provisions of the law, in the event a regular full time employee is injured on duty and time is lost, compensation will be paid as set forth in the New York State Statute. To be eligible for compensation, the injury must be reported at once, to your Department Head or Supervising Nurse. When possible the employee will complete the appropriate forms before leaving the work site.

E. Disability Insurance

Insurance is on a non-contributory basis. Benefits available under the plan are as follows:

- Maximum Weekly Benefit - \$145/week
- Maximum Payment Period - 26 weeks
- Benefits Commence: Accident - 8th Day
(or after accumulated sick days have been used.)
- Benefits Commence: Sickness - 8th Day
(or after accumulated sick days have been used.)

Employees returning to work after being on disability insurance will be required to pass a physical examination, by their own physician, prior to resuming work. Anyone applying for disability should request a Disability Claim Form from the Business Office.

Employees, while on a Leave-of Absence, Disability or Workers' Compensation, will neither receive nor accrue Fringe Benefits until the employee returns to work.

I. New York State Retirement

All regular employees are eligible to join the New York State Employees Retirement System. Employees hired prior to July 1, 1976 shall continue in applicable Tier of the New York State Retirement System, pursuant to the rules and regulations of the system.

At the time of retirement, unused sick-time accumulated by the employee will be added to the employee's service time, up to one hundred and sixty (160) days maximum allowable, for computing retirement benefits. As of January 1, 1996 for days accumulated over one hundred and sixty (160) up to two hundred (200), maximum forty (40) will be paid at twenty five percent (25%) of pay rate.

J. Employee Report of Condition

Employees out on Workers' Compensation, Disability, Sick Leave or any other type of leave, must report the status of their condition at least weekly to their supervisor. Failure to do so will result in progressive discipline.

ARTICLE 10 BEREAVEMENT LEAVE

Full-time employees are entitled to five consecutive days absence from employment with pay, commencing with date of death, not chargeable to sick leave, for death in the family: spouse, child, stepchild, parent. Full time employees shall be entitled to three consecutive days paid absence for the death of the following relatives: brother, sister, stepparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grand child.

Employees must be employed a minimum of three months before becoming eligible for bereavement leave.

Part time employees shall be entitled to one paid bereavement day if they are scheduled to work on the day of the funeral.

ARTICLE 11 JURY DUTY

It shall be the policy of Pleasant Valley that:

1. Anyone wishing to do so may serve on jury duty when called.
2. When notice is received, notify your Department Head of your intentions
3. If you prefer not to serve, contract the Administrator, who will advise you of the procedure.

**ARTICLE 14A
HOLIDAYS**

EMPLOYEE'S HIRED ON OR BEFORE 2/5/87	HIRED AFTER 2/5/87 (*)
(1) New Year's Day	(1) New Year's Day
(2) Martin Luther King Jr.'s Birthday	(2) Memorial Day
(3) President's Day	(3) Independence Day
(4) Good Friday	(4) Labor Day
(5) Memorial Day	(5) Thanksgiving Day
(6) Independence Day	(6) Christmas Day
(7) Labor Day	(7) Employee's Birthday
(8) Columbus Day	(8) Good Friday
(9) Election Day	(9) Veteran's Day
(10) Veteran's Day	(10) President's Day
(11) Thanksgiving Day	(11) Election Day
(12) Christmas Day	(12) Martin Luther King Jr.'s Birthday
(13) Employee's Birthday	(13) Columbus Day

- * In 1st year - 7 days
- In 2nd year - 9 days
- In 3rd year - 11 days
- In 4th year - 13 days

All to be used in the order above.

If an employee works on a holiday the employee shall receive one day's pay for working the holiday. Then either another day off in lieu of the holiday will be granted, or one additional day's pay will be paid, at the employee's option. The day off in lieu of the holiday must be taken within 60 days of the holiday, and if not taken, will be paid in the first pay period following the 60 days. Holidays selected by the employee shall be scheduled with due consideration of the needs of the department. Employees must be employed a minimum of three (3) months before becoming eligible for holiday pay. Legal holidays are not counted as vacation days.

Effective January 1, 2004, if an employee works on Thanksgiving or Christmas, the employee shall receive time and one half for the time worked.

**ARTICLE 15
PERSONAL DAYS**

Three (3) days personal leave with pay may be granted by the Department Heads to all full-time employees hired on or before February 5, 1987, on the basis of one (1) day per four months of employment. To full time employees hired after February 5, 1987, personal time will be earned on the basis of one half (1/2) day per four months of employment. Personal days will not be carried over into the following year. Personal days selected by the employee shall be scheduled with due consideration of the needs of the department. Employees must be employed a minimum of three (3) months before becoming eligible for personal days.

Unused personal days may be added to the employee's sick leave accumulation at the beginning of the employee's next benefit period.

**ARTICLE 16
MEAL PERIODS/BREAKS**

Full time employee shall receive a thirty (30) minute paid lunch period. Full time employees shall be entitled to two (2) fifteen (15) minute breaks per eight (8) hour shift.

**ARTICLE 17
LABOR/MANAGEMENT COMMITTEE**

The parties hereby agree to establish a Labor/Management Committee. The purpose of the Committee is to provide a formal communication system between the parties that can be used to discuss issues of mutual concern.

Each party shall appoint three (3) members to the Committee. In addition, from time to time, consultants, advisors, board members, etc., may be invited to attend meetings of the Committee.

Meetings shall be held on an as needed basis at a mutually agreeable time and date upon the written request of either party. Such written request shall also provide agenda items that the party wishes to discuss. However, additional issues may be raised at the meeting itself. Employees shall be "off the clock" during a Labor/Management meeting.

**ARTICLE 18
SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement or if any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**ARTICLE 21
FULL-TIME EMPLOYEES**

Full-time employees are 40 hour per week employees who are paid hourly or 35 hour per week employees who are on salary.

**ARTICLE 22
GRIEVANCE PROCEDURE/ARBITRATION PROCEDURE**

Grievance Procedure/Advisory Arbitration

Grievance Definition - A grievance is an alleged violation of this Agreement. Grievances will be processed pursuant to the following paragraphs.

Grievance Form - Grievances will be presented on a proper form provided by the County. (Appendix A). Grievances shall be dated, indicate the contract provision allegedly violated, and be signed by the grievant(s).

Group Grievance - A grievance involving the same basic allegation by more than one (1) employee or a grievance by the Union may be presented by the Union directly at Step 1 of this grievance procedure.

Informal Discussion - An aggrieved employee must first attempt to resolve the grievance with the employee's supervisor or Department Head, notifying the supervisor that the discussion constitutes the informal step of the grievance procedure. The local department steward may be present upon the request of the employee.

Formal Grievance Procedure - A grievance must be filed at Step 1 of the procedure through use of the grievance form within ten (10) workdays of its occurrence or within ten (10) workdays of the date on which the employee knew or could be expected to know of its occurrence. If no such notice is served in the time specified, the grievance will be barred.

a. Step 1. Department Head - Formal grievances will be filed with the Department Head. Within five (5) working days of receipt of the grievance, the Department Head or designee will hold a hearing at which the grievant and/or the department steward will discuss the complaint. Within five (5) working days after the hearing, the Department Head or designee shall render a written decision to the grievant(s) and the Union.

b. Step 2. Board of Legislators - If the answer in Step 1 is unsatisfactory, the Union may submit the grievance within ten (10) working days to Step 2 by serving written notice to the Chairman of the Board of Supervisors with a copy to the Department Head and Facility Administrator. A committee of the Board shall hold a hearing within ten (10) working days of receipt of the written notice at which the grievant and/or the Union's general representative will discuss the complaint. A written decision will be rendered to the Union within five (5) working days after the hearing

D. Payroll Period/Pay Date

The County reserves the right to move the defined payroll period and/or the payday by up to two days with a minimum of 30 days written notice to the Teamsters. This paragraph shall only be implemented if done on a Countywide basis.

E. Credit Union Deductions

The County shall allow a payroll deduction for one credit union.

**ARTICLE 25
TERM AND SIGNATURES**

Term:

This Agreement shall remain in force and effect from January 1, 2009 through December 31, 2010, unless otherwise indicated.

Signatures:

In consideration of the foregoing mutual promises and exchanges the authorized representatives of the parties to this Agreement hereby sign on behalf of their party on this

5th day of January, 2009

TEAMSTERS

By:



Title:

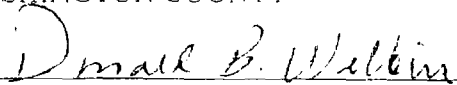
Business Agent

Date:

01/05/09

WASHINGTON COUNTY

By:



Title: Chairman, Board of Supervisors

Date:

1/6/09

**PLEASANT VALLEY
UNION PAY SCHEDULE 2009**

APPENDIX B

TITLE	STEPS (\$.20 Each Step)					LONGEVITIES: \$.30 at 15 YEARS; ALL OTHERS \$.25						
	Base	1st	2nd	3rd	4th	5 years	8 years	10 years	15 years	20 years	25 years	30 years
Food Service Helper	10.46	10.66	10.86	11.06	11.26	11.51	11.76	12.01	12.31	12.56	12.81	13.06
Dietary Aide												
Cleaner												
Housekeeper												
Laundry Aide												
Watchman												
Infirmiry Aide	10.68	10.88	11.08	11.28	11.48	11.73	11.98	12.23	12.53	12.78	13.03	13.28
Ward Clerk												
Supply Clerk												
Nursing Rehab. Aide												
Activities Aide												
Personal Care Aide												
Transportation Aide												
Certified Nursing Aide	11.11	11.31	11.51	11.71	11.91	12.16	12.41	12.66	12.96	13.21	13.46	13.71
Assistant Cook	11.87	12.07	12.27	12.47	12.67	12.92	13.17	13.42	13.72	13.97	14.22	14.47
Cook	12.57	12.77	12.97	13.17	13.37	13.62	13.87	14.12	14.42	14.67	14.92	15.17
Maintenance Helper	12.76	12.96	13.16	13.36	13.56	13.81	14.06	14.31	14.61	14.86	15.11	15.36
Maintenance Worker	13.57	13.77	13.97	14.17	14.37	14.62	14.87	15.12	15.42	15.67	15.92	16.17
Maintenance Mechanic	14.38	14.58	14.78	14.98	15.18	15.43	15.68	15.93	16.23	16.48	16.73	16.98