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Contract Database Metadata Elements

Title: **Ilion Housing Authority and Ilion Housing Authority Clerical and Maintenance Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO (2015) (MOA)**

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Union: **Ilion Housing Authority Clerical and Maintenance Department Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

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AGREEMENT

between

TEAMSTERS UNION, LOCAL 294

and

ILION HOUSING AUTHORITY

for the

MAINTENANCE AND CLERICAL EMPLOYEES

EFFECTIVE: JANUARY 1, 2015

and

EXPIRING: DECEMBER 31, 2019



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This **AGREEMENT** is entered into between the **ILION HOUSING AUTHORITY**, hereinafter referred to as the "Company" or "Employer" and **TEAMSTERS UNION, LOCAL 294**, an affiliate with the International Brotherhood of Teamsters, hereinafter referred to as the "Local" or "Union."

ARTICLE 1 RECOGNITION

The Ilion Housing Authority recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours, and other conditions of employment for all its eligible employees within the bargaining unit in the Clerical & Maintenance Department, as determined in accordance with the Municipal Public Employees Labor Relations Act.

ARTICLE 2 UNION SECURITY

Section 1. All present maintenance and clerical employees who are members of the Local Union on the effective date of this Section or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present maintenance and clerical employees who are not members of the Local Union and all maintenance and clerical employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first (31st) day following the effective date of this Section or the date of this Agreement, whichever is the later.

Section 2. No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If, under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be first met.

ARTICLE 3 CHECK-OFF

The Ilion Housing Authority shall deduct regular monthly dues and initiation fees upon receipt of signed authorizations from the members (a copy of which is to be retained by the Ilion Housing Authority) and a certified statement from the Secretary-Treasurer of the Local

Union as to the amount for dues. The Ilion Housing Authority shall forward all such dues so collected to the Secretary-Treasurer of the Local Union before the end of each month in which deductions were made. The Union shall indemnify and save the Ilion Housing Authority harmless against all claims and suits which may arise by reason of any action taken in making deductions of said dues and remitting the same to the Union pursuant to this Article.

ARTICLE 4 MANAGEMENT RIGHTS AND DEPARTMENTAL RULES

The Ilion Housing Authority retains all rights and authority to manage and direct its employees and to determine work shift assignments, except as otherwise specifically provided in this Agreement. The Union acknowledges the right of the Ilion Housing Authority to make such rules and regulations governing the conduct of its employees as are not specifically inconsistent with the provisions of this Agreement. Two (2) copies of Departmental Rules changes will be provided the Union Steward.

ARTICLE 5 MAINTENANCE OF STANDARDS

Section 1. Protection of Conditions. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error discovery. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

Section 2. Extra Contract Agreements. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

**ARTICLE 6
SUBCONTRACTING**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Iliion Housing Authority agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement.

**ARTICLE 7
SUPERVISORY PERSONNEL**

No employee with supervisory authority will be permitted to perform work covered by this agreement except in true emergency situations where a unionized employee is unavailable or unwilling to perform such duties, i.e. shovel a walkway during a snow storm.

**ARTICLE 8
ACCESS TO PREMISES**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Iliion Housing Authority's working schedule.

**ARTICLE 9
SHOP STEWARDS**

Section 1. The Iliion Housing Authority recognizes the right of the Union to designate Shop Stewards and Alternates. The authority of Shop Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
- b. the collection of dues when authorized by appropriate Local Union action;

- c. the transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing.

Section 2. Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union. The Employer recognizes these limitations upon the authority of Shop Stewards and their Alternates and shall not hold the Union liable for any unauthorized acts.

Section 3. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

ARTICLE 10 BULLETIN BOARDS

The Iliion Housing Authority agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official union business, such as meeting notices and union bulletins.

ARTICLE 11 GRIEVANCE PROCEDURES

Section 1. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute which may arise under the interpretation or application of this agreement. Any grievance arising between the Iliion Housing Authority and the Union or an employee represented by the Union shall be settled in the following manner:

- Step 1.** The aggrieved employee(s) must present the grievance to the Shop Steward or the Alternate within five (5) working days after knowledge of the grievance or the reason for the grievance has occurred, except no time limit shall apply in case of violation of wage provisions of this agreement.

The Shop Steward or Alternate shall take up the grievance with the Executive Director. If the Steward and the Executive Director have not resolved the grievance within five (5) working days after the meeting between the grievant, Steward, and the Executive Director, the Shop Steward shall submit such grievance in writing to the Union Business Representative.

Step 2. The Business Representative shall then take the matter up with the Iliion Housing Chairperson or their designee. Within five (5) working days after such meeting, five (5) working days if economic issues are involved, the Iliion Housing Authority Board shall render a decision of the grievance.

Section 3. The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

Section 4. The time limits for the processing of grievances may be extended by written consent of both parties.

ARTICLE 12 SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall pay all money including Paid Time Off (PTO) pay due to the employee. Upon quitting, the Employer shall pay all money due to the employee including Paid Time Off (PTO) on the payday in the week following such quitting.

ARTICLE 13 SENIORITY

Section 1. A seniority list shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a major factor in all matters affecting work-shift assignments, and shall be the governing factor in all matters affecting lay-off, recall and vacation preference, provided all other qualifications are equal.

Section 2. In the event it becomes necessary for the Iliion Housing Authority to layoff employees for any reason, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of layoff, and the Iliion Housing Authority shall meet with the affected employees prior to the actual occurrence of layoff. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired until all employees on layoff status have been afforded recall notices.

Section 3. The seniority list shall be brought up-to-date on January 1st of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days, and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the Steward within ten (10) days from the date posted or it shall stand as accepted.

Section 4. All permanent job openings and/or vacancies shall be posted by the Iliion Housing Authority for bid as soon as such opening and/or vacancy becomes available. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

**ARTICLE 14
WORK WEEK**

A. Regular work for maintenance employees will consist of 40 hours and for administrative employees 35 hours.

B. Overtime work will be avoided as much as possible. When necessary, the affected employee will be granted compensatory time off within sixty (60) days or shall be paid at the rate of one and one-half (1 1/2) times the normal rate of pay within sixty (60) days. Employee shall be paid one and one-half (1 1/2) times the normal rate of pay when they exceed eight (8) hours per day for maintenance and 7.5 hours per day for administrative employees. The Executive Director will not be compensated for overtime work. Compensatory time for work performed on Sunday or a holiday will be one and one-half (1 1/2) the hours worked.

**ARTICLE 15
CALL BACK TIME**

The employees called back to work shall receive a minimum of two (2) hours pay at time and one half (1 1/2).

**ARTICLE 16
WAGES**

- 2015 \$500 Stipend
- 2016 \$500 Stipend
- 2017 1 % Pay Raise
- 2018 2 % Pay Raise
- 2019 3 % Pay Raise

Starting Salary Schedule:

Housing Assistant Representative	\$35,000
Administrative Secretary	\$25,000
Maintenance Foreman	\$46,000
Maintenance Person	\$35,000

Current employees will remain on the salary step system until the Step 7 is reached. The starting salaries will remain fixed until the completion of this contract. Any new employees hired during the period of this contract will follow the compensation plan proposed above. In the event of a promotion, the individual will receive a 10% salary increase if the new base rate is lower than their current salary.

LONGEVITY

Annual longevity payments as follows:

3 Years	\$ 300.00
7 Years	\$ 300.00
12 Years	\$ 350.00
17 Years	\$ 350.00
For a Total of.....	\$1,300.00

**ARTICLE 17
HOLIDAYS**

The following days shall be observed as holidays by all regular employees in the bargaining unit:

- New Years Day
- Martin Luther King Jr. Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day **
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

**** Close for Presidential Election every 4 years and for the other three years, establish a floating holiday in lieu of at discretion of the Executive Director with Board approval.**

**ARTICLE 18
PAID TIME OFF**

Employees will be granted "PTO" (paid time off) as follows: 50% of the days will be available for use (not earned) on January 1st.

<u>Years</u>	<u>Days</u>	<u>Earned Per Month</u>
1-5 Years	25 days	2.08
6-10 Years	30 days	2.5
11-20 Years	35 days	2.9
Over 20 years	40 days	3.3

Employees may accumulate up to five (5) days per year earning a maximum of sixty (60) days in a paid time off (PTO) account.

Employees who separate from the Company and have used more PTO days than earned will have to reimburse the Company from their last pay check.

Permanently separated employees will be paid a lump sum any PTO accumulated at his/her current rate of pay. Separation or the purposes of this subparagraph will include entering military service under Section X. In no event will an employee be paid for PTO not taken except as provided in this paragraph.

All eligible unit members may cash-in accumulated sick leave earned up to December 31, 2010 and up to 10 vacation days accumulated up to December 31, 2010.

In case of an extended illness, employees will be eligible to use up to a total of 115 benefit days per person provided by the Employer for the length of the contract with the following requirement:

The period of the illness must equal or exceed eight (8) consecutive work days. The employee will be able to access the benefit days when they have exhausted all of their PTO days. Proper doctor documentation is required.

ARTICLE 19 FUNERAL LEAVE

A. Absence from work by an employee of the Iliion Housing Authority by reason of the death of a member of his or her immediate family will be allowed, without loss of compensation, as hereafter follows:

- a. Immediate family will be defined as the employee's wife, husband, child, mother, father, sister, brother, mother-in-law, father-in-law, step-parents and grandparents.
- b. Absence from work for any reason stated in sub-paragraph "a" will be granted by the Executive Director or appointed authority for a maximum of five (5) calendar days following the death per incident. In the event the employees must travel out of state, he shall, at the Board's discretion, be granted additional time not to exceed five (5) calendar days.

ARTICLE 20 JURY DUTY PAY

In the event that an employee loses all or part of his time on account of jury service, the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

**ARTICLE 21
HEALTH INSURANCE**

Employees shall be enrolled in the New York State Teamsters Council Health and Hospital Program / Royale Plan. The employer will fund the deductible and OOP (out-of-pocket).

**ARTICLE 22
PENSION PLAN**

Retirement

A. Employees' employed in the New York State Employees' Retirement System during the year 1976 and before are entitled to the benefit better known as the Non-Contributory Plan. Employees' employed following 7/1/76 shall be retained in said Tier 3 COESC, Article 14 whereby the latter contribution is stated at 3% of gross income and the employer will pay the amount so stated regarding the 1/60th retirement plan payment.

**ARTICLE 23
COMPENSATION CLAIMS**

The Iliion Housing Authority agrees to cooperate toward the prompt settlement of employees on-the-job injury claims when such claims are due and owing as required by law. The Employer shall provide Workmen's Compensation protection for all employees, even though not required by State law or the equivalent thereof, if the injury arose out of or in the course of employment.

In the event that an employee is injured on the job, the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury and who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

**ARTICLE 24
IDENTIFICATION FEES**

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

**ARTICLE 25
UNIFORMS**

Maintenance staff will wear appropriate clothing provided by the Employer in the form of shirts, pants and jackets which includes proper identification as an employee of the Iliion Housing Authority. It is specifically understood and agreed that employees will be responsible for providing their own footwear and the laundering of their uniforms.

Maintenance employees will be reimbursed up to \$150 annually for footwear. The footwear must be approved by IHA.

Administrative Staff, Executive Director not included, shall receive one (1) additional Personal Leave Day in lieu of uniforms.

**ARTICLE 26
SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities, unless otherwise mutually agreed.

**ARTICLE 27
LIE DETECTOR TEST**

The Employer shall not require, request, or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 28
NON-DISCRIMINATION

The Ilion Housing Authority and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin or age (between the years 40 and 65), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin or age (between the years of 40 and 65).

The Ilion Housing Authority and the Union agree that there will be no discrimination by the Ilion Housing Authority or the Union against any employee because of any employee's lawful activity and/or support of the Union.

The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

ARTICLE 29
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by a 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.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

**ARTICLE 30
TITLE ON-CALL**

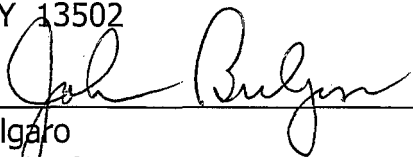
Any employee required to perform On-Call services will receive \$100 per week on call pay. Such individual is guaranteed a minimum of two (2) hours compensatory time or financial compensation at the rate of time and one half (1 ½). The employer will make every attempt to offer time off for earned compensatory time within sixty (60) days. If the employer does not provide the employee with time off within sixty (60) days, the employee may request financial compensation or continue to carry the accrued time. Such individual will be required to be within a 30-mile radius of the housing authority complex with assigned on-call status.

**ARTICLE 31
DURATION OF AGREEMENT**

The Agreement thereto shall continue in full force and effect from the first day of **January 2015 to and including the 31st day of December 2019, and thereafter from year to year** unless altered or terminated after the said **four (4) year, forty-eight (48) month** period or any one year period at the option of either party by giving a written notice to the other party **sixty (60) days prior** to such termination date.

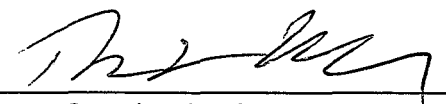
TEAMSTERS UNION, LOCAL 294

130 Lomond Court
Utica, NY 13502



John Bulgaro
President/PEO

Dated: 12/22/14

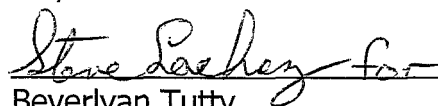


Thomas L. Quackenbush
Secretary-Treasurer/Business Agent

Dated: 12/22/14

ILION HOUSING AUTHORITY

London Towers, 100 W. Main Street
Ilion, NY 13357



Beverlyan Tutty
Board Chairperson

Dated: 12/18/14



Jeffrey G. McTiernan
Executive Director

Dated: 12/16/14

