



Cornell University
ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Herkimer Housing Authority and Herkimer Housing Authority Building Maintenance Worker Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 182 (2015)**

Employer Name: **Herkimer Housing Authority**

Union: **Herkimer Housing Authority Building Maintenance Worker Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **182**

Effective Date: **07/01/2015**

Expiration Date: **06/30/2018**

PERB ID Number: **10285**

Unit Size:

Number of Pages: **19**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

ARTICLES OF AGREEMENT
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE
HERKIMER HOUSING AUTHORITY
AND
TEAMSTERS LOCAL UNION NO. 294



JULY 1, 2015 – JUNE 30, 2018

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	No Strike Policy	2
ARTICLE 1	Recognition	2
ARTICLE 2	Savings and Separability Clause	3
ARTICLE 3	Dues Deduction	3
ARTICLE 4	Union Activity on Employer's Property	4
ARTICLE 5	Management Rights	4
ARTICLE 6	Seniority	4-5
ARTICLE 7	Job Stewards	5
ARTICLE 8	Grievance Procedure	6-7
ARTICLE 9	Disciplinary Action	8
ARTICLE 10	Leaves of Absence	8
ARTICLE 11	Collective Negotiations	8
ARTICLE 12	Holidays	9-10
ARTICLE 13	Vacations	10-11
ARTICLE 14	Nondiscrimination Clause	11-12
ARTICLE 15	Sick Leave	12-13
ARTICLE 16	Funeral Leave	13
ARTICLE 17	Pension, Retirement, Workers Compensation And Health Insurance	13-14
ARTICLE 18	Wages and Hours of Work	15-16
ARTICLE 19	Extra Contract Agreements	16
ARTICLE 20	Legislative Action	16
ARTICLE 21	General Work Rules	17
ARTICLE 22	Drug-Free Workplace Policy	17-18
ARTICLE 23	Miscellaneous Provisions	18
ARTICLE 24	Duration	19

NO STRIKE POLICY

This Agreement entered into this **day of December 2015 and effective as of the 1st day of July 2015** by and between the Herkimer Housing Authority, hereinafter referred to as “the Employer” and the Teamsters Local Union No. 294, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, hereinafter referred to as “the Union”, in consideration of the recognition by the Employer of the Union as the sole and exclusive bargaining representative of the employees, and in further consideration of the Union guarantee, on behalf of itself and its members, that there will be no strikes of any kind, boycotts, picketing, work stoppages, slowdowns or any other type of organized interferences with the Employer’s operations.

It is agreed that the following contract embodies the labor relations and conditions of work and employment between the parties for the period commencing on the **first day of July, 2015** and running through the **last day of June, 2018**, inclusive, for the promotion and benefit of the Employer, employees and the public and the furtherance of the public policy and the conditions of labor management and benefits to the taxpayers.

ARTICLE 1

RECOGNITION

The Herkimer Housing Authority, having determined that the Teamsters Local 294 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers is supported by a majority of the employees employed by the Herkimer Housing Authority, hereby recognizes the Local 294 as the exclusive negotiating representative for the employees in the Unit defined below as “Included”. This recognition shall extend consistent with Section 208 of Article 14 of the Civil Service Law, and shall include that Teamsters Local 294 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers does not assert the right to strike against any government, to assist or to participate in any such strike or work slowdown.

UNIT DEFINITION

Included: All permanent full-time employees in the titles of Building Maintenance Worker.

Excluded: Executive Director, Secretary to the Housing Board, Contracting Officer, Guards, Supervisors, seasonal, temporary, part-time employees, appointed officials and all other employees of the Housing Authority.

ARTICLE 2

SAVINGS AND SEPARABILITY CLAUSE

In the event that any provision(s) of this Agreement are held or constituted to be void, or as being in contravention of any laws, rulings or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, the remainder of the Agreement shall remain in full force and effect.

ARTICLE 3

DUES DEDUCTION

The Employer agrees to deduct from the wages of Bargaining Unit members, who have signed a voluntary authorization to do so, the appropriate Union dues. Said deductions will be remitted to Local Union No. 294 by the thirtieth (30th) day of the following month, together with a list of employees on whose behalf the deductions were made.

The Employer shall deduct from the wage or salary of employees in the bargaining unit as set forth in Article 1 of the Collective Bargaining Agreement, between the Herkimer Housing Authority and the Unit of Teamsters Local 294, who are not members of the Unit of Teamsters Local 294, the amount equivalent to the dues levied by the Unit of Teamsters Local 182, and shall transmit the sum so deducted to the Teamsters Local 294 in accordance with Chapter 677 and 678 of the Laws of 1977 of the State of New York. The Unit of Teamsters 294 affirms that it has adopted such procedure for refund of agency shop fee deduction as required in Section 3 of Chapter 677 and 678 of the Laws of 1977 of the State of New York. This provision for agency shop fee deduction shall continue in effect (but only for the life of this agreement) so long as the Unit of Teamsters Local 294 maintains such procedure.

The agency shop fee deduction shall be made following the same procedures as applicable for dues check-off, except as otherwise mandated by law or this Article of the Agreement. The agency shop fee shall be deducted according to the schedule for membership dues deduction.

ARTICLE 4

UNION ACTIVITY ON EMPLOYER'S PROPERTY

The Union shall notify the Employer in writing of the Union's authorized Business Agent assigned to the Employer. The authorized Business Agent of the Union shall have access to the Employer's establishment during working hours for the purposes of adjusting disputes and meeting Authority officials, provided that there is no interruption of the Employer's work schedule by the Union's request. All such visitation(s) shall be upon reasonable notice to, and approved by, the Executive Director.

ARTICLE 5

MANAGEMENT RIGHTS

The rights to hire, promote, discharge, layoff, or discipline employees for competency or cause and to maintain discipline and efficiency of employees is the sole responsibility of the Employer. In addition, the Employer reserves unto itself the right to deploy the work force, set the shift schedule, prepare, issue and enforce rules and safety regulations as necessary for the safe, orderly and efficient operation of its services to the public. In addition, the schedule of operations, methods, processes and means of operating are recognized by the Union as being the sole and exclusive responsibility of the Employer.

ARTICLE 6

SENIORITY

Section 1:

- A. Seniority is the factor which shall prevail in the case of layoff, recall and reduction-in-forces. An employee's seniority date shall be the date he began his/her last continuous employment with the Housing Authority.
- B. Seniority will be a factor which will be considered in the case of promotions, but the final decision in cases of promotion shall be at the discretion of the Employer.
- C. The Housing Authority shall give two (2) weeks' written notice prior to any layoff.

Section 2:

If a vacancy occurs which is to be filled within the bargaining unit, the following procedure will be applied:

- A. The position to be filled will be posted on the bulletin board for a period of three (3) working days. The posting will show (1) job title, (2) rate of pay and (3) a space for interested employees to sign their names.
- B. The Employer shall provide a seniority list to the Teamsters Local 182 once each year.

ARTICLE 7

JOB STEWARDS

- A. The Employer recognizes the right of the Union to designate a Shop Steward, and the Union shall notify the Employer of the designation in writing.
- B. The Steward may not perform Union business on Employer time, unless such time is requested and approved on a situation-by- situation basis by the Executive Director.
- C. The authority of the Steward(s) shall be limited to the following:
 - 1. Investigation and presentation of grievances in accordance with the provisions of this Agreement.
 - 2. The transmission of such messages and information which shall originate with and be authorized by the Union, provided such messages and information:
 - (a) Have been reduced to writing; and
 - (b) If such messages and information have been reduced to writing, then such messages and information are to be of a routine nature and not involve refusal(s) to perform work assignments.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1:

A grievance shall be the matter involving the interpretation or application of this Agreement and shall be subject to the following procedures:

Step 1

A grievance must first be raised orally by the employee, with or without Union representation, to the Executive Director within five (5) workdays of the act or action on which the grievance is based or within five (5) workdays of when the employee first became aware of the act or action. A review of the grievance shall be held and a reply given within five (5) workdays from the time of this initial presentation.

Step 2

Any grievance unresolved in Step 1 shall be reduced to writing, signed by the employee or his/her Union Representative and submitted to the Executive Director within ten (10) workdays of the act or action on which the grievance is based. Within five (5) workdays following the receipt of the written grievance, the Employer shall reply in writing to the aggrieved employee and Union representative.

Step 3

If the grievance is not resolved in Step 2, the grievance may be appealed to the Herkimer Housing Authority Board of Commissioners at the next scheduled Board meeting. A written reply shall be mailed or delivered by the tenth (10th) workday following the review of the grievance.

Step 4 Arbitration

If any grievance or dispute cannot be satisfactorily settled in Step 3, then the grievance shall be submitted by either party to the New York Public Employment Relations Board and an arbitrator shall be selected by the parties from the panel of arbitrators. The party appealing the grievance to arbitration must give written notice to the other party by certified mail. Such appeal must be taken within ten (10) calendar days following the receipt of the Employer's Step 3 answer. The parties shall have the right to have a transcript made of the arbitration hearing. The cost of the transcript shall be borne by the party who makes the request. The cost of the arbitrator's services and the cost of the facilities for holding the arbitration shall be borne equally by both parties. The arbitrator's decision shall be binding upon the parties, but either party shall have any legal recourse available under the laws of the State of New York for a review of the arbitrator's decision.

Under no circumstances shall the arbitrator have any power to add to, subtract from, modify, change or alter any terms of this Agreement. In the event that he/she does so, such decision shall not be binding upon either party.

General Provisions:

Should the grievant or his/her representative fail to appeal within the appropriate time limits, the grievance shall be considered waived. Should the Employer not respond within time limits, the Union may proceed to the next step of this procedure.

If mutually agreed to in writing by the parties to this Agreement, time limits and steps of the grievance procedure may be waived.

ARTICLE 9

DISCIPLINARY ACTION

The Employer shall discipline employees pursuant to Civil Service Law.

ARTICLE 10

LEAVES OF ABSENCE

Leaves of absence without pay from the Bargaining Unit for not more than six (6) months may be granted or denied at the sole discretion of the Employer. When such leaves are granted, the employee, if he/she returns to a job in the Bargaining Unit, shall be accorded full seniority. Application(s) for a leave of absence must be made in writing to the Employer and the granting of such leave(s) of absence must be in writing.

ARTICLE 11

COLLECTIVE NEGOTIATIONS

Either party may request to open negotiations for a successor agreement within six (6) months prior to the expiration date of the current agreement.

ARTICLE 12

HOLIDAYS

A. Paid Holidays

Eligible employees shall be paid for twelve (12) holidays **provided they meet all of the eligibility rules listed in “B” below.** The twelve (12) holidays are:

- New Year’s Day
- Martin Luther King’s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Day before Christmas
- Christmas Day

B. Eligibility Rules

Employees must meet the following qualifications in order to be eligible for the twelve (12) paid holidays listed in “A” above:

1. Employees who have been requested to work on the holiday and do not report for work are not eligible for holiday pay.
 2. Laid off employees, furloughed employees and employees on disability or Workers Compensation leave shall not be eligible for holiday pay.
- C. Employees who are in an active employment status and who are on the seniority list shall receive eight (8) hours pay for each holiday specified (not worked) at the regular straight time hourly wage rate.
- D. Employees eligible for holiday pay who work on the holiday shall receive another day off at the approval of the Executive Director.
- E. Holidays are considered time worked for overtime purposes.

- F. When a paid holiday falls within an employee's approved vacation period and he/she is absent from work because of such vacation, the day will not be subtracted from his/her authorized vacation days.
- G. When any of the specified paid holidays fall on a Sunday and the Federal Government observes the following day (Monday) as the holiday, such day (the day observed) will be considered a holiday for the purpose of this Section. If any of the specified paid holidays fall on a Saturday and the Federal Government observes the previous day (Friday) as the holiday, such day (the day observed) will be considered as a holiday for the purpose of this Section.

ARTICLE 13

VACATIONS

A. Vacation Accrual

1. All employees who are in an active employment status and are on the seniority list who have been in the employ of the Authority for a period of one (1) year from the date they were placed on the seniority list shall receive ten (10) days vacation with pay at the regular rate on their anniversary date.
2. All employees who are in an active employment status and are on the seniority list who have been in the employ of the Authority for a period of five (5) years or more shall receive fifteen (15) days vacation with pay at the regular rate on their anniversary date.
3. All employees who are in an active employment status and are on the seniority list who have been in the employ of the Authority for a period of ten (10) years or more shall receive twenty (20) days vacation with pay at the regular rate on their anniversary date.
4. All employees who are in an active employment status and are on the seniority list who have been in the employ of the Authority for a period of fifteen (15) years or more shall receive twenty-five (25) days vacation with pay at the regular rate on their anniversary date.

Paid vacation time is considered as hours worked for purposes of determining overtime compensation.

B. Vacation Calendar

1. Vacation must be requested at least two weeks in advance of the requested date(s). This requirement may be waived at the discretion of the Executive Director.
2. Vacations may be selected on the basis of seniority.
3.
 - a. An employee may request a change in his/her vacation schedule, as long as such change does not interfere with another employee who has received an approved vacation and as long as such change does not interfere with the Employer's operations.
 - b. If both the conditions set forth above are met and the change is mutually agreed upon by all parties, such vacation change will be permitted.
 - c. In the event such a vacation change is requested, it must be made more than one (1) week before the original vacation would have been effective.
4. The granting or denial of any requested vacation time is at the sole discretion of the Executive Director. In emergency situations, the Executive Director may revoke any previously approved vacation leave time.

5. Vacation Carry Over

An employee may carry over thirty (30) vacation days on his/her anniversary year. Unused vacation credits over thirty (30) days will be lost as of the employee's anniversary date.

6. Vacation Eligibility

To be eligible for vacation in any calendar year, an employee must not have been absent from work for three (3) months or more in the preceding calendar year. Employees shall not, under any circumstances, accrue vacation time or be entitled to vacation benefits during the period of time when they are absent from the employ of the Authority by reason of sick leave, industrial accident or leave of absence.

ARTICLE 14

NONDISCRIMINATION CLAUSE

The Employer 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, age, marital status, Vietnam Era and/or disabled veteran status, or handicapped

status; 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, age, marital status, Vietnam Era and/or disabled veteran status or handicapped status.

The Employer and the Union agree that there will be no discrimination by the Employer, the Union or employees against any employee because of his/her membership in the Union, or because of any employee's lawful activity and/or support of the Union, or any employee's desire not to join the Union, and/or any employee's lack of support of the Union.

ARTICLE 15

SICK LEAVE

A. Sick Leave Accumulation

1. Employees shall earn one and one half (1½) sick leave days with pay per each full month worked, beginning after one (1) full year of continuous service.
2. Employees may accumulate eighteen days per year up to a maximum of two hundred (200) sick leave days at any time. No additional days may be earned until the accumulated total is decreased below the two hundred (200) day maximum accumulation.
3. Sick leave days shall count as time worked for the purpose of determining overtime compensation.

B. After an employee has been absent on sick leave for two (2) consecutive workdays, or a total of four (4) workdays in a calendar year, the Employer or the Executive Director may request a physician's statement at any time.

C. To be eligible for sick pay, the employee must give notice of his/her inability to work because of illness to the Executive Director or designee at least two (2) hours' prior to the shift to be missed. The employee may leave a message with the 24-hour answering service or call the Executive Director at home.

D. At retirement, the Employer will provide health insurance up to the total dollar value of the employee's accumulated unused sick days up to the maximum of 200 days. The total amount at retirement is calculated as follows:

- At the end of the Herkimer Housing Authority Fiscal Year, beginning Fiscal Year 2006 and each year thereafter, an amount equal to the number of unused sick days multiplied by the employee's current rate of pay will be "banked" for the purpose of purchasing health insurance after retirement.

- If a member does not require such coverage, the employee shall be paid at 70% of the amount accumulated. This said payment to be made within sixty (60) days of his/her retirement or death.

ARTICLE 16

FUNERAL LEAVE

In the event of a death in the immediate family of any employee, the Employer shall pay the employee to attend the funeral services up to a maximum of three (3) regularly scheduled working days. It is understood that the last paid day shall be the day of the funeral.

Immediate family means only: spouse, child, step children, mother, father, step parent, sister, brother, grandparents, grandchild, mother-in-law, father-in-law of the employee.

Day of the funeral for spouse's brother, sister or grandparents, providing that the employee is living with the spouse at the time of death of any of spouse's relatives. Day of the funeral for aunts, uncles or cousins.

ARTICLE 17

PENSION, RETIREMENT, WORKERS COMPENSATION AND HEALTH INSURANCE

It is agreed that the Employer will continue in effect the New York State Retirement Plan, subject to State law requirements.

Employees will participate in the New York State Teamsters Council Health and Hospital Program - **Select Plan - Highest Options - All Benefits** which has been effective since **October 1, 2012**. The Authority will continue to pay the premium cost of the Health Insurance Program for bargaining unit employees hired prior to the effective date of this Agreement. The Authority will pay 80% of the premium cost of the Health Insurance Program for bargaining unit employees hired after the effective date of this Agreement with such employees paying 20% of the premium cost, which the Authority may withhold from the employee's wages by payroll deduction.

In agreement for accepting the Select Plan, each bargaining unit member will be protected by the Housing Authority, as to any major medical expense that necessitates the major medical out-of-pocket expense of \$1,000 per member, per annual, and \$3,000 per family, per annual.

The Housing Authority understands that under the Select Plan there is a maximum of \$1,000 out-of-pocket expense (deductible) per member, per annual, and an out-of-pocket maximum of \$3,000 per annual, per family. The Authority has agreed to put aside said amounts for each member and reimburse them for each member and family as needed. Any and all co-pays for the Select Plan on health care visits will be paid by the members.

ARTICLE 18

WAGES AND HOURS OF WORK

A. Wages

Wages will be increased for Building Maintenance Workers employed by the Authority prior to the effective date of this contract, and calculated on a base salary of \$38,895.00 consecutively at 2% annually effective from July 1, 2015, 2% for 2016, and 3% for 2017. Each annual increase is effective from July 1 through June 30 of each year. Members hired as Building Maintenance Workers by the Authority after the effective date of this contract and at any point during the term of this contract shall be paid a base salary of \$33,244.81, shall be paid the same base salary effective July 1, 2016, and shall receive a 3% raise calculated on the base salary of \$33,244.81 effective July 1, 2017 provided that they shall have worked in such position for one complete contract year prior to becoming eligible for the raise. By way of example, a Building Maintenance Worker hired on December 15, 2015 or after, shall only become eligible for a raise on July 1, 2017. The calculations below set forth the wages with the increases established in this Agreement

Contract Year July 1, 2015 to June 30, 2016:

Hired Before Contract Date: \$39,672.90 (includes 2% raise).

Hired After Contract Date : \$33,244.81

Contract Year July 1, 2016 to June 30, 2017

Hired Before Contract Date: \$40,466.36 (includes 2% raise).

Hired After Contract Date : \$33,244.81

Contract year July 1, 2017 to June 30, 2018:

Hired Before Contract Date: \$41,680.35 (includes 3% raise).

Hired After Contract Date: \$34,244.15 (includes 3% raise provided employee has worked one full contract year as set forth above.)

B. Workweek

The normal workweek shall be forty (40) hours with an additional one (1) hour unpaid lunch per day for the Building Maintenance Workers.

C. Overtime Compensation

Employees may be required to carry a pager or cell phone, respond to call-backs in a timely manner and complete all overtime assignments. When required to carry the pager or cell phone, the employee shall be paid \$1.00 per hour to do so. When called to an emergency as defined by the Authority, employees shall be guaranteed one (1) hour paid at their respective overtime rate of pay. The Building Maintenance Worker shall be paid time and one-half (1 ½) for all hours worked over forty (40) during any workweek.

ARTICLE 19

EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement or contract with Bargaining Unit members, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void, except when such agreement or contract has been entered into in accordance with the laws of the State of New York.

ARTICLE 20

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 OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 21

GENERAL WORK RULES

A. The employees agree to comply with all work schedules, to make a reasonable effort to report for all call-outs for overtime within thirty (30) minutes of being contacted, and to maintain work place safety standards at all times as a condition of further employment.

B. Duty Time

Employees' duty time will be monitored by the Executive Director or his/her designee(s) by a sign-in and sign-out. The Employer may institute a time clock method upon a minimum of thirty (30) days notice to the Union.

C. Any employee who signs in or out for any other employee or is found to have falsified his/her time card(s) or time sheet(s) shall be automatically terminated and forfeits all of his/her rights to pay for unused vacation accruals or other benefits.

D. The parties agree that tardiness is unacceptable. The Executive Director shall take such action as appropriate in instances of employee tardiness.

E. Bargaining unit employees will receive a 15-minute break in the A.M. and 15-minute break in the P.M. to be mutually agreed upon between the employee and Executive Director.

ARTICLE 22

DRUG-FREE WORKPLACE POLICY

THE HERKIMER HOUSING AUTHORITY IS COMMITTED TO THE DEVELOPMENT AND MAINTENANCE OF AN ALCOHOL AND DRUG-FREE ENVIRONMENT AND WILL NOT TOLERATE THE UNLAWFUL POSSESSION AND USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCES ON ITS PREMISES. THE UNLAWFUL MANUFACTURE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF A CONTROLLED SUBSTANCE IS PROHIBITED IN AND ON PROPERTY OWNED OR CONTROLLED BY THE HERKIMER HOUSING AUTHORITY.

COMPLIANCE WITH THE PROVISIONS OF THIS POLICY SHALL BE A CONDITION OF EMPLOYMENT. DISCIPLINARY ACTION UP TO AND INCLUDING TERMINATION OF EMPLOYMENT AND/OR SATISFACTORY PARTICIPATION IN AN ALCOHOL AND/OR DRUG REHABILITATION PROGRAM MAY BE REQUIRED BY ANY EMPLOYEE WHO IS FOUND TO BE IN VIOLATION OF THIS POLICY.

ANY INDIVIDUAL MUST NOTIFY THE EXECUTIVE DIRECTOR WITHIN FIVE (5) CALENDAR DAYS OF A CONVICTION OF ANY CRIMINAL DRUG STATUTE VIOLATION WHICH HAS OCCURRED IN OR ON THE WORKPLACE PREMISES.

ARTICLE 23

MISCELLANEOUS PROVISIONS

Section 1 – Clothing Allowance

The Authority will provide uniforms for building maintenance workers. Each contract year, building maintenance workers shall be reimbursed up to \$150.00 for the purchase of work shoes upon submission of a receipt noting such purchase.

Section 2 – Longevity

The Authority, in addition to the compensation, will pay to all full-time employees as a longevity payment, the following sums:

After four (4) years	–	\$ 425.00
After eight (8) years	–	\$ 725.00
After twelve (12) years	–	\$1,050.00
After sixteen (16) years	–	\$1,375.00
After twenty (20) years	–	\$1,700.00

The longevity payments as listed above will be paid on the anniversary date to those who meet the longevity requirements within a specified year.

Section 3 – Personal Days

Employee will receive five (5) personal days a year. The five (5) personal days are earned on January 1st of each year and are used according to the calendar year. Unused personal days cannot be carried over nor paid at termination or retirement. Personal days shall count as time worked for the purpose of determining overtime compensation.

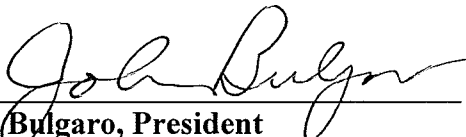
ARTICLE 24

DURATION

This Agreement will remain in full force and effect from July 1, 2015 to June 30, 2018. Upon signing, this Agreement shall be retroactive to July 1, 2015 as to Article 18, paragraph A (Wages) and Article 23, Section 1 (clothing allowance). Only those items specifically included in this Agreement shall be binding on the Employer or its agent(s).

TEAMSTERS LOCAL UNION NO. 294
890 3rd Street
Albany, New York 12206


HERKIMER HOUSING AUTHORITY
315 N. Prospect Street
Herkimer, NY 13350



John Bulgaro, President



Richard Dowe, Executive Director



Thomas L. Quackenbush,
Secretary-Treasurer

Date: 12/28/15

Date: December 21, 2015