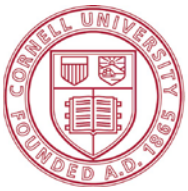

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Title: **Whitesboro, Village of and Village of Whitesboro Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2018)**

Employer Name: **Whitesboro, Village of**

Union: **Village of Whitesboro Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

Local: **294**

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BC/10269

AGREEMENT

Between

Village of Whitesboro
Department of Public Works

&

Teamsters Local Union 294
Utica, N.Y.

June 1, 2018 – May 31, 2021

6/1/18 - 5/31/21

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This Agreement, made this ***1st day of June, 2018*** by and between the ***Village of Whitesboro***, a municipal corporation, hereinafter referred to as "the employer", and ***TEAMSTERS LOCAL 294***, Utica, N.Y., hereinafter referred to as "the union". WHEREAS, the parties are desirous of complying with the New York State Public Employment Relations Law and the protection and advancement of the rights of the employees of the Village of Whitesboro, New York, represented by the Union and for whom they have been certified as the bargaining agent by the Employer, it is agreed as follows.

ARTICLE 1

RECOGNITION

The Village of Whitesboro, Oneida County, New York hereby recognizes Teamsters, Local 294, with offices at 130 Lomond Court, Utica, New York as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the bargaining unit consisting of those employees working in the Village of Whitesboro Department of Public Works, who are employed on the basis of part time or full time, probationary or post probationary within a job title as "included," and shall exclude from such recognition those employees of the Village of Whitesboro listed as "excluded." This recognition will continue consistent with Law and based on Local 294's affirmation that it does not assert the right to strike against any government to assist or participate in any such strike, or to impose an obligation to condone; assist or participate in such strike.

"***Excluded***": Public Works Superintendent, employees covered by other Union bargaining unit recognition, casual employees, seasonal employees, temporary employees, provisional employees, elected officials, and all other employees of the Village of Whitesboro not listed herein.

"***Included***": All part time and full time probationary and post probationary, M.E.O.'s, Working Supervisors & Laborers working in the Village of Whitesboro Department of Public Works.

ARTICLE 2

DUES DEDUCTIONS

The Village agrees that, during the life of this Agreement, it will deduct Union membership dues and assessments, if any, from the wages of employees who are members of the Bargaining Unit and of the Union upon proper authorization for such deduction by each such Union members. The amount of the monthly dues and assessments, if any, shall be certified by the Secretary-Treasurer of Local Union 294. The Village shall remit such deduction monies to the Union within seven (7) work days from the month in which the deduction is made.

The Union shall indemnify and save the Village of Whitesboro harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or by reason of action or not taken by the Village in reliance upon check-off authorization cards signed by the individual employees and furnished to the Village for the purpose of complying with any of the provisions of this Article.

ARTICLE 3

WAGES

A. M.E.O. starting wage is $15.00 per hour. Increase in the employees base wage:
Laborers starting wages is $13.50 per hour Increases in the employees base wages

Effective	June 1, 2018	3.0%
Effective	June 1, 2019	3.0%
Effective	June 1, 2020	3.0%

ARTICLE 4

HOURS OF WORK AND OVERTIME

The normal full time work week will consist of forty (40) hours. There shall be one unpaid thirty (30) minute meal break per each 8 ½ hour shift.

There will normally be two (2) fifteen (15) minute rest period (coffee break) times established by the Supervisor. The Supervisor may cancel rest periods on a particular day in case of an emergency.

ARTICLE 5

TRAVEL REIMBURSEMENT

Employees using their own vehicles for authorized travel, related to Village business, shall be reimbursed at a rate per mile to be set at the annual Organizational Meeting of the Village.

Parking fees and tolls are reimbursed upon submission of receipts.
An employee must have prior approval from the Board of Trustees to travel out of town on Village business.

ARTICLE 6

LEAVE OF ABSENCE

At the discretion of the Village Board of Trustees, a full time employee may be granted a leave of absence without pay. Any request for a leave of absence shall be submitted in writing by the employee to the Village Board. The request shall state the reason for the leave of absence and the length of time off the employee desires.

ARTICLE 7

BEREAVEMENT LEAVE

In the event of a death in a full time employee's immediate family (spouse, child, parent, step-parent, brother, sister, grandparent, father-in-law or mother-in-law) the employee will be granted up to a maximum of Five (5) days leave with pay for days that he or she would otherwise have worked in order to attend funeral services. In the event of the death of an employee's brother-in-law or sister-in-law, the employee will be granted up to Three (3) days leave with pay for a day he would otherwise have worked in order to attend funeral services.

Any death not covered above – and the full time employee wishes to attend a funeral service(s), he/she may request personal leave, vacation.

ARTICLE 8

JURY DUTY

A full time employee required to serve on Jury Duty will receive the difference between his regular straight time hourly pay for their normal work day and the amount of Jury Pay received for each scheduled work day on which he serves on Jury Duty.

To qualify for Jury Duty pay, the employee: (a) must notify his or her supervisor in advance and present proof of Jury services, and the payment received for such service; and (b) must return to work the balance of his or her regular shift whenever excused from Jury Duty prior to the end of his/her shift.

ARTICLE 9

MILITARY SERVICE

Employees will be granted all employment and re-employment rights to which they are entitled under the applicable Federal and State statutes.

ARTICLE 10

RETIREMENT BENEFITS

The Employer will participate in the New York State Retirement Plan for eligible employees. Benefits and contributions are dependent on which Tier an employee is eligible to participate.

ARTICLE 11

RESIGNATION / TERMINATION

An employee who leaves the employ of the Village such as at the time of retirement, or voluntary resignation shall be compensated for any and all monies owed in cash for any time owed such as accrued vacation, compensatory time that they are entitled to at the time of separation.

Employee may apply up to (37&1/2) unused sick leave days under the New York State Employees Retirement System. A max. of 300 Hours

ARTICLE 12

NON-DISCRIMINATION

The Village of Whitesboro shall comply with all applicable State and Federal Laws with respect to discrimination against an employee, or potential employee, because of age, sex, color, race, national origin, religion or handicap (mental or physical). Any reference to this Agreement to the male gender shall be deemed to include the female gender.

ARTICLE 13

WORKDAY/WORKWEEK

a. Overtime

Overtime shall be offered on a fair and equitable basis among qualified employees. Overtime must be approved by the Village to be eligible for payment. Overtime shall be paid at the rate of time and one-half.

1. All hourly employees, unless specifically excluded herein, required to work over eight (8) hours per day or over forty (40) hours per week shall receive one and one half (1 ½) times their straight time hourly rate for all approved overtime worked in excess of forty (40) hours.
2. Paid time off shall not be used to calculate eligibility for overtime pay.

b. Compensatory Time

The Highway Supervisor at his/her sole discretion may permit the accrual of compensatory time not-to-exceed forty (40) hours per year. Employees may not carry over compensatory time from fiscal year to year. Granting and denial of requested compensatory time off is at the sole discretion of the Supervisor.

c. Overtime shall not be compounded.

ARTICLE 14

CALL BACK PAY

Employees required to return to work after they have left for the day will be guaranteed three (3) hours work. The guarantee will not apply where hours worked are continuous with the employees normal work day.

From October 15th to April 15th all employees must be available at all times and respond to call back unless excused by the Highway superintendent. Failure to respond to call back within thirty (30) minutes of being contacted by the Highway Superintendent It would constitute the call being missed/refused by the employee. Satisfaction of the callback means; the employee is at their prescribed work location within (30) minutes of being contacted. At the discretion of the Highway Superintendent ,they can extend the duration of the callback .If you refuses to respond when requested by the Supervisor more than three times during that date range will subject to disciplinary action up to and including discharge .In the event of 10 or more call backs for plowing & sanding during the winter season the employees who respond to 90% of these winter call back assignments shall receive a $500.00 dollar bonus. Will be paid in the month of May.

ARTICLE 15

HEALTH INSURANCE

A. EMPLOYEE HEALTH CARE: The Village will begin to participate in the New York State Teamsters Health and Hospital Fund Royale Plan to include Dental and Vision. The Plan will be funded by the employer at $2,000 per individual and $4,000 for two person a family each year. Full time employees participating in "Single Coverage" will pay 10% of the premium effective June 1, 2018 through duration of the agreement Two person coverage will pay 15% of the premium effective June 1,2018 through the duration of the contract . Full time employees participating in "Family Coverage" will pay 25% of the premium effective June 1, 2018 through duration of agreement. For new hires who opt. out the teamsters health care and for persons that are under the age of 26 who are covered under their parents insurance will receive $1500.00 annually in the month of December .

Whitesboro and must be at least fifty-five (55) years of age at the time of retirement from the Village of Whitesboro to be eligible for coverage under the Village of Whitesboro medical insurance. From age of retirement to age 65 or Medicare eligibility, whichever comes first, the Village will pay 90% of individual coverage. The employee will pay 10% for individual coverage and 100% of 2-person or family coverage. After age 65 Medicare coverage, the retiree will pay 100% of all coverage.

In the event the retiree is eligible for coverage under any other insurance plan, the retiree will be ineligible for coverage under the Village plan.

C. Retiree Health Care for Employees hired after November 1, 2012:

The employee must have at least twenty-five (25) years of continuous full time employment with the Village of Whitesboro and must be at least sixty (60) years of age at the time of retirement to be eligible for coverage under the Village of Whitesboro medical insurance. From age of retirement to age 65 or Medicare eligibility, whichever comes first, the Village will pay 75% of individual coverage. The employee will pay 25% for individual coverage and 100% of 2-person or family coverage. After age 65 Medicare coverage, the retiree will pay 100% of all coverage. In the event the retiree is eligible for coverage under any other insurance plan, the retiree will be ineligible for coverage under the Village plan.

ARTICLE 16

UNIFORMS

A. All full time members of the bargaining unit shall receive a safety shoe allowance in the amount of $300.00 per year payable immediately upon proof of purchase by the employee. Employees are required to wear OSHA approved safety work shoes at all times. The Village will provide a $150.00 clothing allowance to each bargaining unit employee annually.

The Village of Whitesboro agrees to furnish, on an "as needed – turned in basis" t-shirts, gloves and fluorescent vests for those employees of the Village of Whitesboro Highway

Department that use them for their job performance. Employee must wear provided equipment as a condition of employment.

ARTICLE 17

VACATIONS

Vacation benefits for full time employees shall be pursuant to the following rules and schedule:

1. The employee must have at least six (6) months of full time employment before any vacation benefit can be authorized.

2. All vacation time earned must be used prior to the employee's anniversary date of hire each year.

    - Upon the completion of one full year of full time paid employment with the Village of Whitesboro, vacation benefits shall be earned on the following schedule:

The granting and denial of all requests for use of vacation time shall be at the sole discretion of the Highway Superintendent.

Full time employees will be entitled to a paid vacation in accordance with the following schedule upon completion of one (1) year of employment:

- After 1 year of continuous employment 2 weeks vacation
- After 10 years of continuous employment 3 weeks vacation
- After 20 years of continuous employment 4 weeks vacation

The time and scheduling of vacations will be at the employee's written request and may be approved or denied by the Superintendent or Department head. In the event of a conflict of scheduling between two or more employees, seniority will prevail, provided more senior employee has made a timely request for vacations.

To be timely, a request for preferred vacation time must be made to the Department Head at least three (3) months prior to the requested vacation time off.

This schedule will apply to vacations that consist of five (5) days or more. Any requests after the request date will be considered but not necessarily on a seniority basis. A day's vacation pay is computed at the employee's straight time base hourly rate for their normal work day.

Should an employee be off the active payroll for any reason other than illness or an injury covered by Workman's Compensation, i.e. suspension, the vacation entitlement will be reduced Pro-Rata for time absent.

ARTICLE 18

SICK LEAVE

A) Full time employees shall be granted sixty-four (64) hours sick leave on the employee anniversary date.

B) Employees may accumulate up to three hundred (300) hours of sick leave.

C) Sick Leave may be granted when an employee is unable to perform the duties of his/her job by reason of illness or injury.

D) Sick leave may be used in incremental blocks one (1) or eight (8) hours.

E) Employees must notify the Supervisor as soon as possible but not less than thirty (30) minutes prior to the start of his/her next scheduled shift.

F) An acceptable written medical certificate must be provided for any absence greater than two (2) consecutive work days, or more than six (6) work days during any twelve (12) month period, or whenever a pattern of unacceptable use of sick leave absences occurs.

ARTICLE 19

HOLIDAYS

The following holidays will be observed and paid on an eight (8) hour basis.

The employee must work the scheduled work day before and after the holiday to receive holiday pay. The employee may use compensatory time, personal time and vacation time the day before and after a holiday to receive holiday pay, if approved in advance by the Supervisor.

All hours worked on a listed holiday will be paid at time and one-half (1 ½) or compensatory time at the employees discretion.

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Birthday

ARTICLE 20

PERSONAL LEAVE

Full time employees shall earn forty (40) hours of personal leave on the employee's anniversary date of employment.

Personal leave is non-cumulative and must be requested at least one (1) working day in advance unless due to an unforeseen emergency.

Personal leave may be taken in increments one (1) hours and may only be used for emergency personal business that cannot be conducted outside the normal work schedule.

Granting or denial of requested personal time off is at the sole discretion of the Supervisor.

ARTICLE 21

PROBATIONARY PERIOD

Probationary period for all employees shall be eight (8) weeks minimum and twenty-six (26) weeks maximum as per Civil Service Law.

ARTICLE 22

DISCIPLINE AND DISCHARGE

All discipline and discharge shall be rendered pursuant to the rules and procedures of Civil Service Law, Section 75. The Choice of hearing officer shall be agreed upon by Teamsters Union Local 294 and the Village of Whitesboro.

ARTICLE 23

GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCES

A grievance is defined as a claimed violation of a specific term of this Collective Bargaining Agreement in its application or interpretation by the employer.

Step One

The Union Seward or other authorized representative of the Union, with or without the employee, will present the grievance in writing to the Supervisor or his duly authorized designee within ten (10) work days of its occurrence. The Supervisor or his designee will then attempt to adjust the matter and shall respond to the Steward within ten (10) work days.

Step Two

If the grievance still remains unresolved, it shall be presented by the Union President or his authorized representative to the Supervisor in writing within ten (10) work days after the response of the Supervisor was due, but in no event later than twenty (20) work days after the occurrence which gave rise to the grievance. The Supervisor shall schedule a meeting within ten (10) work days after receipt of the grievance with the Union President and/or his authorized representative to discuss the grievance. At that time, the Union shall present its case to the Supervisor.

The Supervisor shall within ten (10) work days of such meeting set forth an answer to the grievance in writing to the Local Union president and/or his authorized representative.

Step Three

If the grievance remains unresolved, it shall be presented by the Union President and/or his authorized representative to the *(Mayor)* of the Village of Whitesboro in writing within ten (10) work days after the response of the Step Two determination is received, but in no event more than ten (10) work days after the date of the grievance meeting held during the Step Two process. The (*Mayor*) may or may not determine to meet with the Union to discuss the grievance. Within ten (10) work days after receipt of the grievance from the Union, the (*Mayor*) will issue a written determination. The (*Mayor*) may ratify the determination of the Supervisor or he may write his own determination.

Step Four

After receipt of the *(Mayor)* decision, if the Union feels that the grievance is still unresolved, it may, within fifteen (15) work days after receipt of the decision or within fifteen (15) work days after the decision was due from the *(Mayor)*, elect to take the matter to binding arbitration.

SECTION 2: ARBITRATION PROCEDURE

A. The arbitration shall be conducted by an arbitrator to be selected by the employer and the union from a list of arbitrators provided by the New York State Public Employment Relations Board, in accordance with the Board's Rules of Procedure.

B. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

C. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this agreement.

D. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

SECTION 3: MATTERS RELEVANT TO GRIEVANCE PROCEDURES

A. The time limits in the grievance procedure may be extended by mutual agreement in writing. Should the employee, Union, or any employee representative not process the grievance in accordance with the time limits herein, the grievance shall automatically be null and void.

B. Any step of the grievance procedure may by bypassed by mutual agreement, in writing.

C. In the case of a group, policy, or organization type grievance, the grievance may be submitted directly to the Highway Superintendent by the Union President or his appointed representative.

D. Any grievance filed or appealed in violation of the time limits contained herein shall be null and void and automatically withdrawn.

E. All grievances must state the specific article, section, and language that is being grieved, the facts of the case and how the contract is alleged to be violated. The remedy sought must be defined at the time of the step one grievance.

ARTICLE 24

STRIKE PROHIBITION

The Union hereby affirms that it does not reserve the right to strike against the Employer in compliance with the Taylor Law.

ARTICLE 25

MANAGEMENT RIGHTS

The parties hereto understand the importance of the normal and orderly conduct of the Village of Whitesboro business and operations and the Union and the employees will cooperate and assist the Village of Whitesboro in performance of its duties to the public.

The right to hire, promote, discharge, discipline, layoff, assign work, manage its employees, deploy the workforce, set workdays, set shift schedules, prepare and enforce work rules and safety regulations, schedule operations, and carry out all functions of Village government prescribed by law shall remain at the sole and exclusive discretion of the Village of Whitesboro.

A. If the Village of Whitesboro should in the future desire to subcontract services traditionally performed by the Department of Public Works, it will bargain such changes in accordance with the legal requirements of the Taylor Law and the New York State Public Employment Relations Board.

ARTICLE 26

SENIORITY AND ASSIGNMENT OF OVERTIME

A. The principle of seniority shall prevail for vacation selection only.

B. The seniority roster of all employees of the Village of Whitesboro showing names, positions, and dates entering service shall be posted once per year on a bulletin board for exclusive use to the Union to post notices and other Union information in the Department of Public Works, subject to the approval of the contents by the Employer. A copy of the posting will be furnished to the Union at the time of the posting.

C. **Lay-off and Recall**: (full time employees)

1. Should the Village determine that a lay off is necessary, the Village will provide a two week (2 week) notice to the employee advising them of the layoff.
2. The Village will place the laid off employee on a one (1) year recall list.
3. A forty-five (45) work day written notice will be given to Teamsters Local 294. If requested by Local 294 the parties shall begin meeting within twenty (20) work days of said notice for the purpose of negotiation over the impact of laid off work parties. If unable to reach an agreement of the unresolved issues then they will be submitted to the grievance procedure of this contract.

ARTICLE 27

SAFETY

The Village of Whitesboro agrees to comply with all applicable Federal, State, and Local law.

ARTICLE 28

SAVINGS CLAUSE

In the event that any portion of this Agreement shall be declared invalid or illegal, the remainder of this Agreement shall remain in full force and effect.

ARTICLE 29

DURATION OF AGREEMENT

All negotiations for this Agreement have been completed and the Employer shall not be required or obligated to negotiate over any item during the period of **June 1, 2018** to **May 31, 2021.**

No Article, Section and/or Sub-section of this Agreement shall be retroactive, unless stated otherwise in a specific article. Only those items and/or benefits specifically stated and incorporated in this Agreement shall be binding on the Employer or its Agents. All other terms and conditions of employment shall remain at the sole and exclusive discretion of the Employer.

ARTICLE 30

LEGISLATIVE

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 FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 31

WORK ENTITLEMENT THROUGH LUNCH

The bargaining unit employees shall be allowed to work through their designated lunch period if it is approved by the Supervisor on a daily basis. Approval shall be granted based on the needs of the Village, which will be determined by the Supervisor. All employees must sign a meal waiver voucher.

Signatory……

IN WITNESS WHEREOF, the parties hereto have set their hands this day and year.

For the Village of Whitesboro		**For the Union**	
Signature		*Signature*	
Name	Robert Friedlander	*Name*	John Bulgaro
Title	Mayor	*Title*	President/PEO
Date:	May 3 2018	*Date:*	May 3, 2018
		Signature	
		Name	Timothy J. Hogan
		Title	Asst. to PEO/Field Representative
		Date:	April 9. 2018