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#### **Contract Database Metadata Elements**

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GEN | 9639

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

JAN 15 2009

**ADMINISTRATION**

122

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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.

## Section 2 - Deduction of Agency Shop Fee

Employer will, for each full-time and part-time employee who does not authorize Employer to deduct Union dues under Section 1, deduct from the wages due such employee on each regular pay day an agency shop fee equal to the regular dues fixed by Union. Employer will, not later than the tenth (10th) day of the following month, remit agency shop fees deducted for the preceding month to the Union

However, employees hired prior to the date of certification of the Teamsters (July 29, 1986) shall not be required to pay an Agency Shop Fee.

## **ARTICLE 5 JOB STEWARDS**

Stewards: The Employer recognizes the right of the Union to designate one job steward and two alternate stewards from the Employer's seniority list. The authority of said stewards so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:
  - a. has been reduced to writing, or
  - b. if not reduced to writing, are of a routine nature and do not involve a refusal to perform work assignments.
3. No steward shall be engaged upon Union business during the time when he or she is assigned to a regularly scheduled bargaining unit job.
4. The Union shall notify the Employer, in writing, of the employees designated by the Union as job steward and alternate stewards.

## **ARTICLE 6A PROBATIONARY PERIOD AND RATE**

The probationary period for employment is a minimum of eight (8) weeks and not more than twenty-six (26) weeks. This is a working test period and affords an opportunity to learn about your job, your relationship to others, and the kind of performance that is expected of you. An evaluation of your performance will be made during this period and discussed with you. If you satisfactorily complete the probationary period, you will be considered as part of the regular staff.

## **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.

5. If an employee has been laid off for a period of three (3) years or more.
6. If the employee fails to return from an authorized leave within three (3) workdays of the end of the leave.
7. If the employee fails to report for work for three (3) consecutive workdays, unless authorized to be off.

#### Section 5.

When a job opening occurs, such job shall be posted on the bulletin board for a period of not less than three (3) working days. Such posting shall contain the job title, rate of pay, duties, shift assignment, and all other necessary information. Employees wishing to fill such job opening shall sign their names to that posted bid sheet.

#### Section 6.

The Labor Management Committee shall discuss the distribution of overtime by department.

### **ARTICLE 7 DISCHARGE OR SUSPENSION**

#### Progressive Discipline

The Pleasant Valley shall establish a system of progressive discipline. The system shall consist of the following steps:

1. Oral Warning
2. Written Warning.
3. A second warning letter or suspension without pay at Employer's option.
4. Discharge

There are some infractions which by their very nature are cause for immediate discharge. Examples of such infractions include, but are not limited to, the following infractions, which shall be for just cause:

- Fighting on premises.
- Intentional destruction or theft of resident, employee, or facility property.
- Direct insubordination.
- Falsification of or making any material change in any County record.
- Unauthorized use or possession of firearms, weapons or explosives on premises.
- Unauthorized use of possession of controlled substances or illegal drugs on premises
- Sleeping while on duty.
- Leaving the facility prior to then end of the shift without authorization.
- Mistreating patients.
- Failure to report to work on a scheduled workday without calling in advance.  
The immediate supervisor shall subject the employee to progressive discipline starting at the written warning stage.

**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.



Once an employee provides written notice of their intent to resign their position, the employer may require the employee to furnish a physician's certificate for each use of sick leave thereafter. Failure to provide a physician's certificate by the end of the pay period shall result in a loss of pay for the sick days involved.

When an employee on duty goes home because of illness or accident, he/she will be credited for hours worked and the balance will be charged to sick time; a minimum of one (1) hour must be worked.

Sick leave shall be paid at straight time.

Payment of sick leave shall not duplicate payment of Workers' Compensation or any other payments resulting from the illness or disability.

Sick time accumulated at time of resignation can only be used by adding time to ones longevity when an employee retires he/she can convert his/her accumulated sick time, up to one hundred sixty (160) days to service time. It cannot be used up as time off either before or after date of resignation. Any days over one hundred and sixty (160) up to two hundred (200), maximum of forty (40) days, will be paid at twenty five percent (25%) of an employee's salary. This time is paid only upon retirement.

Any employee calling in sick the day before or after a scheduled day off must bring a physician's note indicating that the employee was unable to work due to illness. Failure to do so will result in non-payment for the episode. The exception to this is that each full time employee may have one episode of calling in sick the day before or after a scheduled day off in both the first six months of the calendar year and the last six months of the calendar year, without needing to bring in a physician's note. All episodes of calling in sick still count towards the facility's absenteeism policy.

All Department Heads are to submit Employee Sickness Reports (for anyone in their department) of all infectious illnesses to the Infection Control Nurse on Friday of each week. Only illnesses of infectious nature must be reported, i.e., colds, fever, flu, rash, draining wounds etc. These reports are necessary to complete the New York State Health Requirements regarding Employee infections.

#### B. Leave-of-Absence; Disability; Workers' Compensation

Leave-of-Absence Procedure:

Full time employment of one (1) year is a prerequisite for application for leave. A full time employee desiring a leave-of-absence shall submit a request in writing to his/her Department Head giving the following information:

1. Period for which the leave is desired.
2. The reason for the leave.
3. In the case of illness, a doctor's certificate.

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.

Holidays will not be given when the Employee is on a Leave-of Absence or absent due to Workers' Compensation or Disability.

Regular full time employees receiving Workers' Compensation, Disability Insurance or those on a Leave-of- Absence will be allowed to continue their health insurance coverage by applying vacation or personal time accrued by them prior to the start of their absence.

#### F. Hospitalization Insurance

The County will continue to make available health insurance coverage for employees through plans that are equivalent to the current POS, EPO, and PPO plans. Employees are provided individual membership in the applicable health insurance plan upon completion of enrollment card. The County may offer a different health insurance plan after consultation with the Union. Such plan will have substantially comparable levels of benefits as contained in the current plans and will be offered in place of the current plans. Arrangements may be made for payroll deductions for this coverage for other members of the family.

With individual insurance coverage, the County will pay 90% of the premium and the employee will pay 10% of the premium. Effective 6/1/09, the County will pay 88% of the premium for individual coverage, and the employee will pay 12%. The County will pay 80% of the premium for two-person and family plans and the employee will pay 20% of the premium.

The employee's portion of health insurance premiums is currently withheld from the first paycheck of each month to cover the following months premium.

The employee portion of health insurance premiums shall be deducted from the employee's paycheck in equal amounts from each paycheck. This paragraph shall only be implemented if it is done on a Countywide basis.

Effective 07/01/04, new hires shall wait up to sixty (60) days before they are eligible for health insurance coverage.

The Union and the County agree to continue to meet and review the plan design of the health insurance coverage, along with representatives of other bargaining units within the County, to determine if co-pays, deductibles, and plan benefits should be modified.

#### G. IRS 125 Plan

The County will make an IRS 125 Plan available to employees, as long as it is available pursuant to the Internal Revenue Code.

While on leave-of-absence, the employee may continue his/her hospital coverage by paying the full premium to the Washington County Treasurer's Office each month. The County will offer the HMO option where available.

#### H. Social Security

Employees of the facility are eligible for benefits that are derived from Social Security. Washington County matches each contribution by an equal amount, according to the rates set up by the United States Government.

## 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.

4. The Administrator has been given authority to request a release from jury duty any and all Pleasant Valley employees if it is deemed necessary by him that their presence is needed in their job in order to accomplish the goals of the day at work.
5. Mileage plus per diem rate is paid to all jurors. Pleasant Valley guarantees your salary at your daily rate while you serve on jury duty. A miscellaneous deduction for the per diem amount received for jury duty will be withheld in the following payroll. The employee is to bring into the payroll office the receipt given when jury duty is completed.

## **ARTICLE 12 MEETINGS**

Employees shall attend meetings called by the Employer. If such meeting are held during the employees scheduled time off, the employee shall be paid their regular hourly rate of pay for the meeting time.

## **ARTICLE 13 WORK WEEK**

The workweek shall be Thursday through Wednesday inclusive.

*(The remainder of this page has intentionally been left blank so that Article 14A, Holidays, may appear on one page.)*

**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 14B  
VACATIONS**

YEARS OF SERVICE	HIRED ON OR BEFORE 2/5/87	HIRED AFTER 2/5/87 Year 2007	HIRED AFTER 2/5/87 Year 2008	HIRED AFTER 2/5/87 Year 2009
1 Year	15 Days	5 Days	5 Days	5 Days
2 Years	15 Days	7 Days	7 Days	7 Days
3 Years	15 Days	9 Days	9 Days	9 Days
4 Years	15 Days	10 Days	10 Days	10 Days
5 Years	15 Days	12 Days	12 Days	12 Days
6 Years	16 Days	13 Days	13 Days	13 Days
7 Years	17 Days	14 Days	14 Days	14 Days
8 Years	18 Days	15 Days	15 Days	15 Days
9 Years	19 Days	16 Days	16 Days	16 Days
10 Years	20 Days	18 Days	18 Days	18 Days
11 Years	21 Days	18 Days	18 Days	18 Days
12 Years	22 Days	18 Days	18 Days	18 Days
13 Years	23 Days	18 Days	18 Days	18 Days
14 Years	24 Days	18 Days	18 Days	18 Days
15 Years +	25 Days	18 Days	19 Days	19 Days
25 Years +	25 Days	18 Days	19 Days	20 Days

Full time employees are given annual vacations with pay. As of 1/1/96, employees hired before 1987 will earn vacation based on the employee's anniversary (or hire) date.

Vacation requests for the following year that are made between October 1 and December 31 shall be approved based on employee seniority. Vacation requests made after January 1 shall be filled on a first come, first approved basis.

Vacation time will not be carried over to the following year. In computing the length of service on which length of vacation is based, the employee is credited with any approved leaves-of-absence.

Legal holidays are not counted as vacation days.

**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.



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.

## **ARTICLE 19 TERMINATION CLAUSE**

### Section 1.

This Agreement shall be in full force and effect from January 1, 2009 to and including December 31, 2010 and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

### Section 2.

Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to the expiration date of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

### Section 3.

Revisions agreed upon or ordered shall be effective on the date agreed upon.

## **ARTICLE 20 PART-TIME EMPLOYEES**

Part-time employees who work 20 hours or more per week on a regular basis shall receive Health Insurance benefits of full-time employees (see Article 9, Section F for details).

Regular part-time employees (20 hours per week or more) shall receive two vacation days per year and one sick leave day per year.

Part-time employees hired on or after January 1, 2000, shall not be entitled to any Health Insurance. However, these part-time employees who work 1,664 hours in a prior anniversary year shall be entitled to Health Insurance coverage. The County shall make reasonable effort to work with the employee to maintain the 1,664 hour threshold once attained.

**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

c. Step 3. Arbitration - If the answer at Step 2 is unacceptable to the Union, the Union may submit the grievance to arbitration within ten (10) working days submitting a Demand for Arbitration to the Public Employment Relations Board (PERB). Thereafter the rules of PERB shall govern the procedure. The parties agree to use PERB's Mediation / Arbitration procedure if it is available.

The Union must use the Mediation/Arbitration process when processing grievances to arbitration.

**ARTICLE 23  
WAGES**

Nurse Aide Trainees will be paid at the rate called for in the attached salary schedule. Nurse Aide Trainees who are successful in obtaining their certification and are on payroll continuously for one year following their certification will receive a one time retention bonus of \$700.

Wage Scales (Appendix B, Attached)

Effective January 1, 2009, employees will receive a 3% increase on 2008 base wage. There will be a re-opener, for wages and health insurance only, for 2010

Longevity Increments

5 years	10 years	15 years	20 years	25 years	30 years
\$ .25	\$ .25	\$ .30	\$ .25	\$ .25	\$ .25

**ARTICLE 24**

A. Overtime

The Administration of the facility, by necessity, arranges the hours of work to insure continuous service to patients. It is not the policy of the Employer to encourage overtime work. However, if it should be necessary for an employee to work more than 40 hours in any one work week period, the overtime, if approved in advance by the Department Head, will be paid for at the rate of time and one half. Overtime must be approved in advance by the Department Head.

B. Weekend Differential

The County shall pay the current weekend differential of 10%.

C. Shift Differential

Employees who work the 3 - 11 p.m. shift shall receive a shift differential \$.50 per hour. Employees who work the 11 p.m. - 7 a.m. shift shall receive a shift differential of \$.50 per hour. Employees whose work hours overlap the second or third shift shall receive the appropriate shift differential for the hours that overlap the second or third shift.

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:

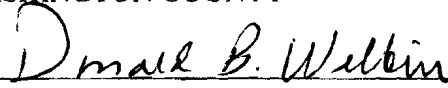
Business Agent

Date:

01/05/09

WASHINGTON COUNTY

By:



Title: Chairman, Board of Supervisors

Date:

1/6/09

**APPENDIX A**  
**WASHINGTON COUNTY**  
**GRIEVANCE FORM**  
**For**  
**TEAMSTERS LOCAL #294**

GRIEVANCE NO. \_\_\_\_\_

NAME OF AGGRIEVED EMPLOYEE \_\_\_\_\_ :

TITLE OF AGGRIEVED EMPLOYEE: \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

CONTRACT CLAUSE VIOLATED: \_\_\_\_\_

DATE OF OCCURRENCE: \_\_\_\_\_

STATEMENT OF FACTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REDRESS SOUGHT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GRIEVANT'S SIGNATURE: \_\_\_\_\_

TEAMSTERS DEPARTMENT STEWARD: \_\_\_\_\_

ACTION TAKEN BY EMPLOYER: \_\_\_\_\_

EMPLOYER'S SIGNATURE :

Step 1 \_\_\_\_\_ Date \_\_\_\_\_

Step 2 \_\_\_\_\_ Date \_\_\_\_\_

COPY TO:

Grievant  
County Administrator  
Department Head  
Chief Steward

(USE REVERSE SIDE IF NECESSARY AND TITLE SECTIONS)

**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

