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

Title: **New Hartford, Village of and Village of New Hartford Department of Public Works Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 294 (2013)**

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

Local: **294**

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BC/105521

# AGREEMENT

BETWEEN

VILLAGE OF NEW HARTFORD  
DEPARTMENT OF PUBLIC WORKS

AND

TEAMSTERS UNION  
LOCAL 294

JUNE 1, 2013 - MAY 31, 2017



4

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**ARTICLE 1**  
**RECOGNITION**

The Employer hereby recognizes the Union as the exclusive employee organization representing all regular full-time employees in the Department of Public Works excluding all seasonal and part-time employees of the Department of Public Works (DPW) and the Superintendent of Public Works, and all other employees.

The Agreement, entered into by the Village of New Hartford, New York, hereinafter referred to as the Employer and the TEAMSTERS, CHAUFFERURS, WAREHOUSEMAN AND HELPERS, **LOCAL 294**, Albany, N.Y., affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union has as its purpose the promotion of harmonious relations between the employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions.

**ARTICLE 2**  
**BULLETIN BOARDS**

The Employer agrees to provide a current bulletin board for the exclusive use of the Union to post notices and other Union information in the Department of Public Works, subject to approval of the contents by the Employer.

**ARTICLE 3**  
**DUES DEDUCTION**

The Employer agrees to payroll deductions of dues, initiation fees of employees when properly authorized by the employee and shall remit the same to the Union on the 15<sup>th</sup> of each month.

Agency Shop: The Village shall deduct from full-time employees the wage or salary of those bargaining unit employees who are not members of the union an amount equal to the dues levied by the union in accordance with Chapters 677 and 678 of the laws of the 1997 of the State of New York.

**ARTICLE 4**  
**PROBATIONARY TERM**

All employees appointed to their initial (first) position within the bargaining unit, shall be on a probationary period for ninety (90) days from the original date of appointment. Unpaid absences or leaves will cause the probationary period to be extended on a day to day basis.

Unpaid leaves of absence will serve to extend the probationary period. The Superintendent of Public Works may change the probationary appointment to a permanent appointment prior to the end of the ninety (90) days or prior to the end of an extended ninety (90) day period. Employees who do not successfully complete the probationary period shall return to their previous position.

**ARTICLE 5**  
**WORKDAY/WORKWEEK & OVERTIME**

Workday/Workweek

The normal work week for all full-time employees shall consist of (40) hours inclusive of one-half (1/2) hour paid lunch break and one (1) 15-minute paid coffee break in the morning and one (1) paid 15-minute break in the afternoon, consisting of five (5) consecutive eight (8) hour days, Monday through Friday.

Overtime

Overtime shall be paid at the rate of time and one-half (1 ½):

- a) For all work in excess of forty (40) hours per week (a scheduled vacation day and sick day will be considered a day worked)
- b) For all work on Saturday and/or Sunday

**ARTICLE 6**  
**CALL -BACK**

\* An employee who is called back to work while off duty shall receive a minimum of two and a half (2 1/2) pay hours (at overtime rate if otherwise applicable) regardless of how long the employee is required to work. An employee who is called to work within two and a half (2 1/2) hours of his regular work day start time will be paid for the actual time worked.

**ARTICLE 7**  
**WAGES**

**The following shall be the percentage wage increase of the employees:**

- 2.5% increase June 1, 2013**
- 2.5% increase June 1, 2014**
- 2.5% increase June 1, 2015**
- 2.5% increase June 1, 2016**

STARTING WAGE SCALE

Motor Equipment Operator – starting salary \$12.65 per hour

Laborer – starting salary \$10 per hour

Working Foreman will be appointed by the Superintendent of Public Works and his position will be non-grievable.

**ARTICLE 8**  
**LONGEVITY & LENGTH OF SERVICE**

Longevity

Employees who, by their anniversary date (since their last date of hire) have completed 5, 10 and 20 years of service with the Village of New Hartford shall receive an annual longevity stipend based on the following schedule. The parties also agree that payments shall be made by separate check. The payments will be made on the anniversary date.

<b>After 5 years of service</b>	<b>\$300.00</b>
<b>After 10 years of service</b>	<b>\$500.00</b>
<b>After 20 years of service</b>	<b>\$600.00</b>

**ARTICLE 9**  
**SENIORITY**

Seniority: Length of Service

Length of service (Seniority) is defined as the length of an employee’s continuous service with the DPW of the Village of New Hartford from the last date of continuous employment with the Bargaining Unit. The Village of New Hartford shall post on the bulletin board of the DPW, annually, a seniority list showing the continuous service of each employee in the Bargaining Unit. The seniority list shall show the names, job titles, and dates of seniority of all employees in the Unit.

An employee shall lose seniority if he:

- (a) Voluntary resigns
- (b) Is discharged for just cause
- (c) Accepts gainful employment while on an approved leave
- (d) Is on Layoff for a period in excess of one(1) year
- (e) Does not return upon recall

Once per year the Employer shall post on all bulletin boards a seniority list showing the continuous service of each employee on a permanent basis. A copy of the seniority list shall be furnished to the Local Union when it is posted. The seniority list shall show the names, job titles and date of hire for all employees in the unit entitled to seniority.

**ARTICLE 10**  
**SUPERINTENDENT**

The parties agree that the Superintendent of Public Works shall be allowed to work as long as he does not displace any of the normal work-force, or prevents any increase to the workforce by his continuous action of working. It is understood that the Superintendent of Public Work's action of working is to ease the work load and not to displace employees.

**ARTICLE 11**  
**HEALTH INSURANCE**

- A. The Village of New Hartford will provide the same healthcare insurance plan as in place presently with the exception of co-pay. The Village has the right to change carriers providing the benefits are comparable. The employee contribution will still remain the same.
- B. The Village will pay 90% of the premium.
- C. The Village of New Hartford will comply with laws of New York State Retirement System.
- D. Employees of this bargaining unit who retire with twenty (20) years of continuous service (which is defined as the last twenty (20) year of active employment immediately prior to the retirement date) shall receive health insurance coverage until age sixty-five (65).

**ARTICLE 12**  
**UNIFORMS**

- A. Members of the bargaining unit shall receive the following:
  - **\$125 reimbursement toward steel toe work boots- once a year reimbursement when a receipt is presented. The Village will not pay up front**
  - **A annual clothing allowance of \$250 will be paid to the employee in January each year**
  - Leather palm work gloves
  - Jersey work gloves
  - PPE including ear protection, eye protection, respiratory protection, chain saw chaps, fall protection.
  - First aid supplies
- B. The Village will provide safety equipment and employees must wear this equipment as directed by the Superintendent.

**ARTICLE 13**  
**VACATIONS**

The current vacation schedule shall be as follows:

New Employees – A newly hired full-time employee will earn vacation leave on their anniversary date from the date of hire.

<b>After completion of</b>	<b>Vacation Leave</b>
6 months continuous employment	5 days
1 year of continuous employment	10 days
5 years of continuous employment	11 days
6 years of continuous employment	12 days
7 years of continuous employment	13 days
8 years of continuous employment	14 days
9 years of continuous employment	15 days
12 years of continuous employment	16 days
13 years of continuous employment	17 days
14 years of continuous employment	18 days
15 years of continuous employment	19 days
16 years of continuous employment	20 days
17 years of continuous employment	21 days
18 years of continuous employment	22 days
19 years of continuous employment	24 days
20 years of continuous employment	25 days

No carryovers of vacation unless there are extenuating circumstances and without written permission from the Village.

**Vacation Buy-back:** The Village will buy back up to five (5) vacation days per year.

**ARTICLE 14**  
**SICK LEAVE**

Employees receive one (1) day of sick leave credit per month, for a total of twelve (12) sick days per year. Employees may accumulate up to a maximum of sixty (60) days of sick leave. Employees may utilize sick days for illness or injury which causes the employee to be unable to perform the duties of his position. Accumulation of sick leave will be a maximum of sixty (60) days. To be eligible for a paid sick leave, an employee shall notify the Superintendent of Public Works at least one (1) hour before the normal start time of their shift when reporting as ill. If said employee is ill for a period of three (3) days or more consecutively, he must supply the Highway Superintendent with a doctor's certificate substantiating such illness in order to be paid.



Sick leave may be used for a doctor's appointment for illness limited to two (2) hours per visit with approval of the Superintendent of Public Works. Sick leave time shall not be paid unless the employee notifies the employer as herein prescribed. A medical certificate must be furnished by or on behalf of the employee periodically during any extended illness upon request of the Village of New Hartford.

Upon leaving employment with less than five (5) years of service, you will be allowed to accumulate sick leave earned during the previous twelve (12) months only.

## **ARTICLE 15** **HOLIDAYS**

Employees receive the following holidays:

1. New Years Day
2. President's Day
3. Martin Luther King Day
4. Good Friday – ½ day
5. Memorial Day
6. 4<sup>th</sup> of July
7. Labor Day
8. **Columbus Day (the holiday will be taken the Friday before the Monday)**
9. Veterans Day
10. Thanksgiving Day
11. **½ Day Christmas Eve**
12. Christmas Day
13. Employees Birthday

If an employee is required to work on any of these holidays due to an emergency, he shall be compensated at twice (2) his hourly rate. If one of the aforesaid holidays falls on a Saturday, Friday will be observed as a legal holiday. If such a holiday falls on a Sunday, Monday will be observed as the legal holiday.

## **ARTICLE 16** **PERSONAL LEAVE**

Employees receive three (3) personal leave days. Personal Leave days may not be carried over to a new calendar year.

**ARTICLE 17**  
**UNPAID & PAID LEAVES**

Military Leave

Military Leave without pay will be granted to employees who are members of the reserves of the Armed Forces of the United States to attend training camps for a maximum of fifteen (15) days per calendar year. If a permanent classified Village employee is drafted or joins the military services in times of war or other national emergency, he shall be granted military leave without pay. When his return from the military leave he is entitled to reinstatement to his former position provided he makes application within ninety (90) days of his release from duty under conditions of an honorable discharge and he is physically and mentally capable of performing the duties of the position involved.

Jury Duty Leave

Applicable by law

The Village of New Hartford will grant the employees call to jury duty with pay. The absence from work will not affect sick, personal, vacation leave; however, you will be allowed only such time off as is actually required by the Court.

Bereavement Leave

- (a) In the event of a death in a regular employee's family, such employee will be granted time off with pay up to a maximum of three (3) days on which the employee had been scheduled to work from the date of death up to and including the day of the funeral. For the purpose of bereavement leave, immediate family shall be defined as the employee's spouse, child (including step children), parent (including step parent), brother and sister, brother-in-law, sister-in-law (including step siblings), mother in law, father in law, grandparents, grandchild, aunt, uncle, or employees legal guardian.

Additional Bereavement

An employee may receive an additional extended leave of absence, which may be unpaid or use vacation leave credits and/or personal leave credits to extend bereavement leave due to the death of an immediate family member. The request must be submitted, in writing, to the Superintendent of Public Works. The Superintendent of Public Works shall have total discretion in the approval of such additional bereavement leave, based upon the needs of the department.

**ARTICLE 18**  
**GRIEVANCE PROCEDURE**

**Section 1: Grievances**

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

Step 1: The Union Steward or other authorized representative of the Union, with or without the employee, will present the grievance orally to the Superintendent of Public Works or his duly authorized designee within ten (10) work days of its occurrence. The Superintendent of Public Works or his designee will then attempt to adjust the matter and shall respond to the Steward within five (5) work days.

Step 2: If the grievance still remains unresolved, it shall be presented by the Union President or his authorized representative to the Superintendent of Public Works in writing within five (5) work days after the response of the Superintendent of Public Works was due, but in no event later than twenty (20) work days after the occurrence which gave rise to the grievance. The Superintendent of Public Works shall schedule a meeting within five (5) 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 Superintendent of Public Works. The Superintendent of Public Works shall within five (5) 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 3: 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 New Hartford in writing within five (5) work days after the response of step 2 determination is received, but in no event more than ten (10) work days after the date of grievance meeting held during the Step 2 process. The Mayor may or may not determine to meet with the Union to discuss the grievance. Within ten (10) work days after the receipt of the grievance from the Union, the Mayor will issue a written determination. The Mayor may ratify the determination of the Highway Superintendent or he may write his own determination.

Step 4: The Village Board's decision will be final and binding.

**Section 2: Matters Relevant to Grievance Procedure**

- A. The time limits in the grievance procedure may be extended by mutual agreement in writing.
- B. Any step of the grievance procedure may be 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 Superintendent of Public Works by the Union President or his authorized representative.

**ARTICLE 19**  
**STAFFING & SUBCONTRACTING**

**Staffing**

The Village shall have the right to assign emergency employees to perform bargaining unit work in emergency situation (defined as, a combination of circumstances calling for immediate action such as, but not limited to flood, riot, snow emergency, wind damage and other similar natural or man-made situations calling for similar immediate action). It is further agreed by the parties that use of such emergency employees shall not be considered to increase the regular minimum staffing complement of the Department of Public Works.

**Subcontracting**

- A. The Village will continue to have municipal working agreements with other municipalities in the area. This is the present practice of the Village of New Hartford.
- B. If the Village should, in the future, desire to subcontract services traditionally performed by the Department of Public Works employees, it will bargain such changes in accordance with legal requirements of the Taylor Law and the NYS Public Employment Relations Board.

**ARTICLE 20**  
**LAYOFFS**

In the event of layoff, the employee shall be given two (2) weeks' notice.

**ARTICLE 21**  
**STRIKE PROHIBITION**

The Union hereby affirms that it does not reserve the right to strike against the Employer in compliance with Section 210 of the Taylor Law.

**ARTICLE 22**  
**MANAGEMENT RIGHTS**

The parties hereto understand the importance of the normal and orderly conduct of the Village of New Hartford business and operations and the Union and the employees will cooperate and assist the Village of New Hartford in the performance of its duties to the people of the Village of New Hartford, New York. The provisions of this Agreement shall be expressly limited to salaries, benefits, and other conditions of employment of the covered employees of the Village of New Hartford, and shall not be construed to restrain or limit the Employer in the full and absolute management of its affairs.

**ARTICLE 23**  
**UNION STEWARD**

- A. The Union shall appoint one steward, but the stewards' duties for the Union shall in no way conflict with their duties for the Employer.
- B. Up to forty (40) hours of paid leave per year may be used by the Steward in the performance of his duties regarding the application and enforcement of this Agreement or for participation in authorized union activities. Release time for this purpose should be coordinated with the Superintendent of Public Works.

**ARTICLE 24**  
**HEALTH AND SAFETY**

- A. The Employer shall not require employees to take out on the road or highways any vehicle that is not in safe operating condition or is not equipped with adequate safety appliances or is not mechanically sound.
- B. The Village of New Hartford agrees to provide a safe and healthy work place environment that complies with all Federal, State, Local, and Municipality Laws.

**ARTICLE 25**  
**CREDIT UNION AND NEW HIRES**

Credit Union

- A. Upon receipt of written authorization from employee, the Employer shall deduct from the monies due to the Employee the sums specific in such written authorization and shall remit such monies to the Oneida County Employees Credit Union.
- B. All monies shall be remitted monthly to the Oneida County Employees Credit Union by check or electronic transfer when available through the Village of New Hartford. A list of all employees, for which deductions have been made, including the amount deducted for each individual shall accompany the check.

New Hires

- A. The Village of New Hartford agrees that it will notify the Union by each payroll period of the names and addresses of all new permanent hires who work either out of or for the Department of Public Works.

**ARTICLE 26**  
**SAVING 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 27**  
**VILLAGE SAFETY EQUIPMENT AND UNIFORM LIST**

The safety equipment listed below and the following information is part of the Village of New Hartford's Employee Safety Program to comply with Occupational Safety and Health Administration Standards.

Should you have a question as to the proper type or the proper use of a piece of safety equipment or product refer to the Material Safety Data sheet listing located in the DPW office. Any questions or concerns you have should be directed to the DPW Superintendent who is the Hazard Communication representative for the Village Department of Public Works.

**Employer Supplied Safety Equipment**

Chain Saw Cut Resistant Pants	Gloves
Equipment Operator Manuals	Ground Fault Interrupter (GFI)
Eye Protection	Hard Hats
Eye Wash Equipment	Material Safety Data Sheets
Fall Protection	Respiratory protection
Hearing Protection	Safety Vest, Class III
Fire Extinguishers	Sun screen
First Aid Kits	State & Federal Required Posters

Should any piece of equipment become out of stock, defective or broken, i.e. splintered handles, damaged cords, inoperative safety devices or interlocks, then that equipment should immediately be removed from service and locked and tagged out-of-service and reported to the DPW office.

**ARTICLE 28**  
**LEGISLATIVE**

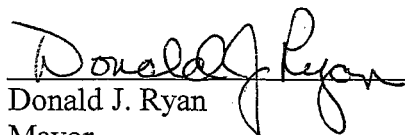
**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PORTION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

**ARTICLE 29**  
**DURATION OF AGREEMENT**

This Agreement shall continue in full force and effect from 1<sup>st</sup> day of June 2013 to and including the 31<sup>st</sup> day of May 2017. All other terms and conditions of the collective bargaining agreement (CBA) dated June 1, 2009 – May 31, 2013 will remain in effect with the exception of the Article changes as amended.

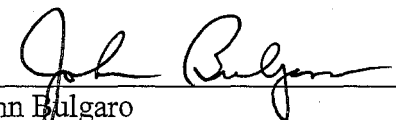
**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year above written.

**FOR THE VILLAGE  
OF NEW HARTFORD**

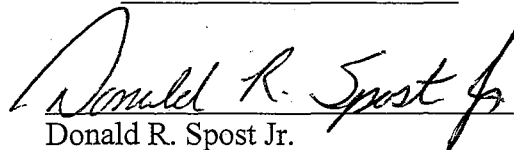
  
\_\_\_\_\_  
Donald J. Ryan  
Mayor

Date: 7/28/14

**FOR THE UNION**

  
\_\_\_\_\_  
John Bulgaro  
President/PEO

Date: 7-28-14

  
\_\_\_\_\_  
Donald R. Spost Jr.  
Field Representative

Date: 7-28-14

