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Title: **Gloversville, City of and Gloversville City Transit Department Employee Unit, International Brotherhood of Teamsters (IBT), Local 294 (2011)**

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Union: **Gloversville City Transit Department Employee Unit, International Brotherhood of Teamsters (IBT)**

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AGREEMENT

between

THE CITY OF GLOVERSVILLE, NEW YORK



and

**TEAMSTERS LOCAL 294, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

January 1, 2011 - December 31, 2013

9

This Agreement entered into as of March 1, 2013 by and between the CITY OF GLOVERSVILLE, NEW YORK (hereinafter referred to as the "City") and TEAMSTERS LOCAL 294, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the "Union").

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations with respect to rates of pay, wages, hours of work and conditions of employment for the term of this Agreement for all full-time and part-time employees of the City's Transit Department. With the exclusion of the Transportation Manager.

ARTICLE II

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. It shall be the exclusive prerogative of the Employer, except as otherwise provided herein to administer the City's, property and all of its departments as provided by all applicable laws including but not limited to:

- a) The right of freedom of action to discharge its responsibilities to the people of the City of Gloversville for the successful administration of all City matters.
- b) The extent to which its' own or other facilities shall be lawfully used.
- c) The right to judge the competence and physical fitness of any employee.
- d) The right to hire, to discipline, suspend or discharge for proper cause in accordance

with the Civil Service Law and Rules; to promote, transfer, layoff employees; to determine the hours of work and the schedules of employment subject to the terms and conditions of this Agreement.

e) Except in cases of emergencies the Employer will notify the Union sixty (60) days prior to soliciting bids on any work to be contracted out to give the Union the opportunity to negotiate an agreement to continue employment for the present members of the bargaining unit.

ARTICLE III

SENIORITY

Section 1. - Definitions

a) Seniority shall mean the status attained by length of continuous service with the City in a full or part-time classified position based upon hours worked and paid. When an employee is granted permanent status, seniority shall be allowed for time spent as a probationary employee. This provision excludes temporary service.

b) Full-time drivers shall mean employees regularly and normally scheduled to work at least 35 hours per week.

c) Part-time drivers shall mean employees regularly and normally scheduled to work 20 or more hours per week.

d) This Agreement shall not apply per diem, temporary or to substitute drivers.

e) Temporary employees shall mean any person whose employment does not exceed 120 days. It is not the intent of this clause to undermine hiring or replacing of full or part-time employees.

Section 2. - Seniority Probationary Employees

a) New employees hired in the unit shall be considered as probationary employees for the first 90 days of their employment. When an employee completes his probationary period and a determination has been made that his services be continued, he shall be entered on the seniority list of the unit. Except for receiving hospitalization medical coverage after four (4) months employment, there shall be no seniority among probationary employees and upon completion of the probationary period they shall receive all benefits afforded to all regular employees within said unit.

b) The employer reserves the right during this time to terminate such new employees without giving rise to a dispute or grievance while under this Agreement.

c) All things being equal seniority prevails.

Section 3 - Seniority List

a) The City recognizes the principle of seniority and qualifications and shall apply both considerations. When ability proves equal as all job opportunities arise seniority will be the determining factor.

b) The Seniority List of the date of this Agreement will show the names, job titles, and date of hire of all employees in the unit entitled to seniority and shall be made available upon reasonable request to the Local Union Secretary and shall be kept current by the Employer. Seniority shall prevail at all times.

Section 4 - Loss of Seniority

An employee shall lose his seniority for the following reasons:

a) He quits.

b) An employee is absent for three (3) consecutive scheduled work days without valid

reason and notification.

c) He is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.

d) If he does not return to work when recalled from lay-off as set forth in the recall procedure.

e) He retires.

Recall will be determined by seniority within each job classification.

Section 5 - Discrimination Clause

a) Seniority shall not be affected by the race, religion, sex, marital status or dependents of the employee, political affiliation, age, or national origin.

ARTICLE IV

HOURS OF WORK

Section 1 - Regular Hours, Work Week, and Overtime Pay

a) The regular work week for current full-time employees shall be forty (40) hours within a period of a five (5) consecutive calendar days beginning at 12:01 a.m. on Monday. The regular work week for employees hired on or after the execution of this agreement shall be forty (40) hours within a period of seven consecutive calendar days beginning 12:01 a.m. Monday. It is agreed that upon no less than sixty (60) days notice the City may convert to a bi-weekly payroll system.

b) Employees will be paid one and a half times their regular hourly rate when authorized by the Transportation Manager, for time worked in excess of forty (40) hours in any one week. For the purpose of computing overtime, all holidays will be considered as a day worked.

c) Overtime work may be compensated in time off at the rate of time and one-half upon request of the employee and with the consent of the employer.

Section 2 - Work Schedules

a) All employees shall be required to work the work schedule to be prepared from time to time by the Transportation Manager. Changes must be posted in the Transit Office at least two (2) weeks in advance except in an emergency.

ARTICLE V

HOLIDAYS

Section 1 - Holidays Recognized

a) All full-time employees covered by this Agreement shall receive the following paid holidays for which they perform no work and they shall be paid their current rate of pay for that day on the basis of their normal workday. Part-timers shall receive one-fifth (1/5) of normal work week.

New Year's Day	Employee's Birthday
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Washington's Birthday	Christmas Day
2 Floating Holidays	Veterans Day
Columbus Day	

b) Any employee required to work on a holiday may elect to take compensatory time off within thirty (30) days before or after the actual holiday upon receiving advance approval from the employer.

Section 2 - Holiday Work

- a) An employee on formal unpaid leave of absence or lay-off shall not receive holiday pay during such leave.
- b) Holiday pay will not be paid to any employee required to work on a holiday who fails to report for such unless excused.
- c) Employees who are not regularly scheduled to work on a holiday will be compensated therefor at the rate of one and one-half times their regular hourly rate for all hours worked in addition to the holiday pay if eligible.

ARTICLE VI

PERSONAL LEAVE

Section 1

- a) All full-time employees shall be granted three (3) personal leave days per year. All part-time employees will receive one day per year.
- b) Personal leave shall be viewed as such with no reason to be provided. However, to receive such leave, the employee shall request it one (1) day in advance. The request shall not be unreasonably denied.
- c) The maximum buy out/sell back for the year 2006 is ninety (90) hours. Effective January 1, 2007, delete paragraph d) below, there will no longer be any maximum fifteen (15) day sick leave buy out.
- d) (This paragraph to be removed from the agreement, January 1, 2007) Employees, provided they maintain a minimum accrual of 15 days at the time of such buy-out, may elect to be paid up to 15 days of accrued sick leave. The option shall be exercised within five (5)

working days of an employee's anniversary date. The employee shall receive his straight time hourly rate in effect at the time of payment and such payment shall be made in a separate check.

ARTICLE VII

VACATIONS

Section 1.

All employees hired after the execution date of this Agreement shall be entitled to the following vacations:

- a) Upon completion of one full year of service employee shall receive five (5) days.
- b) Upon completion of second full year employee shall receive ten (10) days.
- c) Upon completion of four full years employees shall receive fifteen (15) days.
- d) Upon completion of 5 years, employees shall receive sixteen (16) days.
- e) Upon completion of 6 years, employees shall receive seventeen (17) days.
- f) Upon completion of 7 years, employees shall receive eighteen (18) days.
- g) Upon completion of 8 years, employees shall receive twenty (20) days.
- h) Upon completion of 9 years, employees shall receive one additional day of vacation for each successive year of service up to a maximum of twenty-five (25) days.

Section 2

- a) Part-time employees shall receive vacation based upon previous year of service.

Section 3 - Pay Advance

- a) If the regular pay day falls during an employee's vacation, he must make a request for his or her check at least 2 weeks before leaving in order to receive that check in advance.

ARTICLE VIII

JURY LEAVE

Section I

a) A regular full-time employee shall be granted a leave of absence when required to report for jury duty provided that he/she shows evidence of such proposed jury duty. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty. If an employee serves on jury duty for one-half (1/2) day, he/she is required to return to work for the remainder of the day. An employee who serves on jury duty will receive his/her regular check from the City and when he/she receives his/her check from the court, he/she will endorse and turn same over to the City.

ARTICLE IX

WAGES

Section I - Drivers

Effective July 1, 2004 full and part-time drivers, mechanics and transportation clerk shall receive a 1.75% pay increase. Effective December 31, 2004 full and part-time drivers, mechanics and transportation clerk shall receive a 1.75% pay increase.

a) The hourly rate of pay for full-time drivers, mechanics and transportation clerk shall be:

Effective	-	01/01/05	\$ 12.84 per hour
Effective	-	01/01/06	\$ 13.84 per hour
Effective	-	01/01/07	\$ 14.59 per hour
Effective	-	01/01/08	\$ 15.09 per hour
Effective	-	01/01/09	\$ 15.59 per hour

Effective - 01/01/10 \$ 16.34 per hour

b) The hourly rate of pay for part-time drivers and mechanics shall be:

Effective - 01/01/05 \$12.34 per hour

Effective - 01/01/06 \$13.34 per hour

Effective - 01/01/07 \$14.09 per hour

Effective - 01/01/08 \$14.59 per hour

Effective - 01/01/09 \$15.09 per hour

Effective - 01/01/10 \$15.84 per hour

c) The hourly rate of pay for newly hired full-time and part-time drivers during their probationary period shall be \$1.00 an hour less than the effective rate set forth above. Upon successful completion of said period such driver shall advance to the effective rate in his category.

d) The City shall pay the cost for training, testing and license fees above that required for a class D license for employees to maintain their Commercial Drivers License (CDL). This provision shall be effective January 1, 2004.

(e) Members of the bargaining unit shall receive the following wage adjustments to their applicable hourly rate during the term of this agreement:

Effective 1/1/11 0%

Effective 1/1/12 0%

Effective 3/1/13 2%

ARTICLE X

UNIFORMS

Section 1

a) Shirts, pants and one jacket shall be supplied for all drivers as required in the discretion of the Director of Transportation. The limit in any one year for each full-time or part-time driver shall be three (3) summer shirts, three (3) winter shirts, one (1) jacket, and two (2) pairs each of summer and winter pants and one (1) hat. All clothing will be the property of the City and will not accumulate in excess of the above totals at any one time.

ARTICLE XI

SICK LEAVE

Section 1

a) An employee must notify his immediate supervisor no later than two (2) hours before the start of the employee's regular shift of any absence due to personal illness or any other reasonable cause, so that the immediate supervisor shall have the opportunity to arrange for a replacement or to reschedule work.

b) The employer may request a doctor's certification any time it feels that sick leave is being abused. More than three (3) occasion absences in any three (3) month period can be considered excessive absenteeism.

Section 2

a) Each full-time employee shall be granted sick leave at the rate of one day for each successive month of service and one day each quarter.

b) Sick leave shall be calculated in eight (8) hour increments.

c) Part-time employees shall have their sick leave prorated.

Sick Leave Incentive - Effective July 1, 2006 and for each six (6) month period thereafter (through and including December 31, 2010); If there are no sick days used by a full-time employee, that employee will receive a \$150 stipend for the six (6) month period. A part-time employee that doesn't use a sick day during the same period of time will receive a \$100 stipend.

ARTICLE XII

HEALTH INSURANCE

Effective March 1, 2013, the Employer will participate in the Select Plan of the New York State Teamsters Council Health and Hospital Fund, subject to the approval and execution of the Participation Agreement by both parties. The Select Plan includes Medical, Major Medical, Dental and Vision Coverage. All full-time employees covered by the Collective Bargaining Agreement may participate in this plan. Benefits will be as specified by the Plan. The rates for this plan are guaranteed, are set forth below, and paid on a monthly basis. The City will be given the Current Employer discount.

	<u>Single</u>	<u>2 Person</u>	<u>Family</u>
2013	\$646.56	\$1292.79	\$1777.17

Upon expiration of this agreement, absent an alternative agreement between the parties, the City shall receive the same Select Plan rates applicable to all Plan participants. Full Time Employees only are eligible to participate in the health care plan. Employee contributions to Health Care Premiums shall be based on wages earned up to a maximum of forty (40) hours a week at the rate of 2% for family coverage, 1.5% for two-person coverage, and 1% for single person coverage.

Effective March 1, 2013, employees shall contribute toward the cost of health coverage

selected (individual or 2 person or family), by paying the following percentages of premium:

Effective 3/1/13: 5% of premium per year

Should the City decide to change carriers or policies, the parties agree to negotiate upon the City's request.

ARTICLE XIII

MEMBERSHIP IN THE UNION

Section 1

Each employee covered under the provisions of this collective bargaining agreement who is a member of the Union shall be required to make payments of monthly membership dues to the Union in the amount required by the Union. An employee that is not a member of the Union, an amount equivalent to the amount of monthly membership dues payable by a Union member shall be paid to the Union by such non-member as and for an agency shop fee for services rendered and to be rendered by the Union as the exclusive collective bargaining representative.

The Employer agrees to and shall deduct from the wages of all employees covered hereunder the monthly membership dues payments and the monthly agency shop fees above described and shall immediately thereafter transmit the same to the Union.

ARTICLE XIV

RETIREMENT

Section 1

a) The City shall be a participant in the NYS Employees' Retirement System and shall subscribe to the following plan. Reference Section 75i.

b) The City shall bear the cost of the contribution prescribed for the employee set forth in the NYS Retirement and Social Security Law as amended.

Section 2 – Retiree Health Care

a) Full-time employees who have attained age 55 and have completed fifteen (15) years of service with the City of Gloversville and who have retired after January 1, 2006 will be offered health insurance by the City. Employees who meet the requirements above and take individual coverage shall pay the same percentage toward the individual premium as they last paid as an active employee. Employees who meet the requirements above and have dependents and need Two Person Coverage or Family Coverage will, in addition to paying for individual coverage as specified in the previous sentence, reimburse the City one half ($\frac{1}{2}$) of the difference between the additional coverage cost and the Single Person coverage cost. Teamsters Blue PPO Option K Plan 5D1843 shall no longer be offered after 12/30/11 for employees retiring on or after that date. Effective January 1, 2012, the health care plan offered to retirees shall be the least expensive health care plan offered by the City to active employees.

b) At such time as a retiree and/or his dependent become Medicare eligible, the retiree and/or his dependent shall switch to a Medicare Supplement/Advantage Policy and prescription drug program offered by the City. The City will pay the entire cost for the retiree and one-half ($\frac{1}{2}$) the cost for the retiree's dependent. Should a retiree decline to switch to the City's Medicare supplement/Advantage Policy, the City shall have no further obligation to provide medical coverage to such retiree and/or his dependents.

c) Effective January 1, 2006, for the purposes of payment of retirement health insurance costs, by retirees, all accumulated sick time and personal time will be valued at the straight time

rate of pay in effect during the calendar year in which it was earned. At the time of retirement, the accumulated annual dollar value of the employee's unused sick days and personal days shall be applied as follows:

1 - If the employee has single coverage, the value of his/her sick days and personal days determined as set forth in (c) above will be used to pay his/her percentage contribution toward the cost of retiree health insurance.

2 - If the employee has family or two person coverage, the accumulated value of his sick days and personal days will be used to pay his/her percentage contribution toward the cost of retiree health care and ½ of the difference between the additional coverage cost and the single person coverage cost.

3 - Upon exhaustion of all accumulated sick and/or personal days, a retiree shall be responsible for any required contribution toward the cost of retiree health care.

ARTICLE XV

LONGEVITY

Section 1

Employees shall receive longevity compensation on the basis of \$100.00 per year of service cumulative to a maximum of \$1,100.00

An employee must be employed by the City on his/her anniversary date to be paid longevity. There shall be no proration of longevity.

Payment will be made in a separate check in the first payroll period following the employee's anniversary date.

ARTICLE XVI

BEREAVEMENT

Section 1

a) All employees shall be entitled to three (3) consecutive days absence from employment with pay commencing with the date of death, not chargeable to sick leave for death in the immediate family, to wit: parents of husband and wife, children and spouse; foster or step parents; foster or step children; brother or sister; grandparents; grandchildren; brother-in-law or sister-in-law; or one additional significant other residing in the household. The City shall grant any necessary time off with pay, subject to verification, for a member of the bargaining unit to attend the funeral of his or her aunt or uncle.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1

If any employee or a group of employees shall have a grievance or complaint, an earnest effort shall be made to settle the grievance promptly and the following procedure will apply:

Step 1 - Any grievance or complaint must be presented to the Department Head within ten (10) calendar days of the occurrence of the event giving rise to the grievance or within ten (10) calendar days of when the party reasonably would become aware of the facts giving rise to the grievance. The Department Head must reply within five (5) calendar days. Failure by the Department Head to reply within the specified period will constitute a denial.

Step 2 - If no settlement is reached in Step 1, or if the Department Head is not available within five (5) calendar days, the grievance shall be presented in writing to the City Mayor who

within the next five (5) calendar days, will conduct a meeting with the aggrieved(s), his representative(s), and such other parties as may be involved. He will render a decision verbally to be confirmed in writing within seventy-two (72) hours after the meeting.

Step 3 - If the grievance is unresolved to the satisfaction of the Union, it may be taken to binding arbitration only by filing a demand thirty (30) days after Step 2. The decision of the arbitrator shall be final and binding on both parties. Any expenses incidental to arbitration shall be borne equally by both parties. Arbitration shall be conducted in accordance with PERB rules, regulations and procedure.

Time frames may be extended by mutual agreement, in writing. Compliance with the steps and time frames of the grievance procedure shall be a condition precedent to arbitration.

ARTICLE XVIII

LAYOFF AND RECALL

Section 1

a) When it becomes necessary to reduce the working force, the last man on the seniority list shall be laid off first and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off provided they are qualified.

b) In the event of a recall, the laid off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by registered or certified mail of his intent to return to work and must actually report for work within seven (7) calendar days after date of tender of delivery of the recall notice unless it is mutually agreed that the employee need

not return to work within the seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this agreement and shall be considered as a voluntary quit.

c) Employees who willfully fail to return to work following a leave of absence will lose all prior seniority.

ARTICLE XIX

DISABILITY INSURANCE

The parties agree that the City shall implement a Disability Insurance Program based upon New York State statutory coverage with the applicable statutory co-pay. This provision shall be contingent upon authorization by employees in the bargaining unit permitting the City to withhold the statutory co-pay from their pay check.

ARTICLE XX

AMERICANS WITH DISABILITIES ACT

The parties to the agreement agree to comply with the provisions of the Americans with Disabilities Act.

ARTICLE XXI

TERMS OF THE CONTRACT

This contract shall be effective as of the 1st day of January, 2011 and continue in full force and effect until the 31st day of December, 2013. All modifications shall be in writing.

THE PARTIES HAVE SET THEIR HANDS AND SEALS THIS DAY.

CITY OF GLOVERSVILLE
GLOVERSVILLE, NEW YORK

OF TEAMSTERS

TEAMSTERS LOCAL 294, AFFILIATED
WITH INTERNATIONAL BROTHERHOOD

BY

D. J. [Signature]

Title

Mayor

BY

John Bulgaro [Signature]

Title John Bulgaro, President

BY

Thomas Quackenbush [Signature]

Title Thomas Quackenbush, Business Agent